

Exhibit 1

After recording, return to:

City of Portland
Lance Lindahl, R/W Acquisition
1120 SW Fifth Avenue, Suite 800
Portland, Oregon 97204

Tax statement shall be sent to:

No Change

SANITARY SEWER EASEMENT AGREEMENT

GRANTOR: **THE PORT OF PORTLAND**, a port district of the State of Oregon, the address of which is P.O. Box 3529, Portland, Oregon 97208.

GRANTEE: **THE CITY OF PORTLAND**, a municipal corporation of the state of Oregon, by and through its Bureau of Environmental Services, the address of which is 1120 SW Fifth Avenue, Portland, Oregon 97204.

RECITALS

A. Grantor is the owner of certain real property located in the City of Portland, Multnomah County, Oregon, portions of which are commonly known as the Portland International Airport ("Grantor's Property" and/or "Airport").

B. Grantor and Grantee are parties to the certain intergovernmental agreement entitled, "Transfer of Airport Sewer Facilities to City of Portland" (the "Agreement"), approved by City Council on February 6, 1991, pursuant to Ordinance No. 163854, which provided for transfer of the sewer system located at the Airport to Grantee.

C. In connection with the Agreement, Grantor granted to Grantee a public sewer easement over portions of Grantor's Property in accordance with that certain *Sanitary Sewer System Easement*, effective August 26, 1999 and recorded as Document # 99172286, on September 10, 1999, Multnomah County Deed Records, Multnomah County, Oregon ("Sanitary System Easement"), and amended by that certain *First Amendment to Sanitary Sewer System Easement*, effective February 11, 2015 and recorded as Document # 2015-015273, Multnomah County Official Records, Multnomah County, Oregon.

D. As the result of Grantor's realigned portions of the sanitary sewer system during construction projects at the Airport (a) Grantee quitclaimed to Grantor portions of the Sanitary System Easement pursuant to that certain *Quitclaim Deed* recorded as Document # 2012-004794, Multnomah County Deed Records, Multnomah County, Oregon; (b) Grantor granted a new

easement to Grantee pursuant to that certain *Sanitary Sewer Easement Agreement*, effective October 12, 2011 and recorded as Document # 2012-004793, Multnomah County Deed Records, Multnomah County, Oregon; and (c) Grantee quitclaimed to Grantor additional portions of the Sanitary System Easement pursuant to that certain Quitclaim Deed, effective _____, 2018 and recorded as Document # _____, Multnomah County Official Records, Multnomah County Oregon.

E. To accommodate the relocation of an additional portion of the Sanitary System Easement, Grantee desires an easement over, under, upon and across a portion of Grantor's Property to inspect, operate, maintain, replace, reconstruct and remove sanitary sewer lines and facilities to be constructed as part of Grantor's Parking Additions and Consolidated Rental Car ("PACR") project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Sanitary Sewer Easement Agreement ("Easement") and in consideration of other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, for the uses and on the conditions set forth below, a perpetual non-exclusive easement upon, over, under and through a portion of Grantor's Property legally described on attached **Exhibit A** and depicted on attached **Exhibit B** ("Easement Area").

1. RECITALS

The Recitals above are true and are incorporated into and are a part of this Easement.

2. GRANTEE'S USE

2.1 Permitted Uses

Grantee shall have the nonexclusive right to use the Easement Area only for construction, installation, inspection, operation, maintenance, replacement, reconstruction and removal of sanitary sewer lines and other required and related facilities (collectively, "Facilities"), and reasonable rights of ingress and egress necessary thereto and for no other purpose without Grantor's prior written consent ("Permitted Uses"). This Easement does not grant or convey to Grantee any fee ownership interest in the property described herein. All costs associated with Grantee's use of the Easement Area shall be Grantee's sole responsibility.

2.2 Limits on Use

In conjunction with Grantee's use of the Easement Area, Grantee shall not: (a) violate any noise law, ordinance or regulation or cause substantial noise, vibration, fumes, debris, or electronic interference on or adjacent to the Easement Area; (b) create any condition that is a safety hazard; (c) interfere with Grantor's underground or above ground utilities or structures; (d) interfere with the use and operation of any roadways that might be within the Easement Area.

2.3 Utilities

Grantee shall promptly pay any charges for sanitary sewer, storm sewer, water, gas, electricity, telephone, and all other charges for utilities which may be furnished to the Easement Area at the request of Grantee.

2.4 Access

Except in the case of emergency or of noninvasive inspections of the Easement Area, Grantee agrees to give Grantor not less than twenty-four (24) hours notice of any access needed to the Easement Area. In the case of emergency, Grantee agrees to give Grantor such notice as is reasonable under the circumstances. Such notice is contingent upon Grantor's written provision of relevant contact information to Grantee. Grantee agrees to coordinate all activities on the Easement Area so as to minimize disruption to Grantor's and its authorized users' operations on and use of the Easement Area and adjacent Grantor Property. For construction, operation and maintenance work within that portion of the Easement Area along or within Airport Way, Grantor and Grantee agree to coordinate all work with the Port.

3. TERM

This Easement shall commence on the Effective Date set forth below and shall continue in perpetuity unless Grantee abandons this Easement by failing to use the Easement Area for the purposes stated herein for a continuous period of two (2) years, or if the parties mutually agree in writing to terminate this Easement. In the event of abandonment or termination of this Easement, Grantee shall promptly execute and deliver to Grantor recordable documents sufficient to remove this Easement as an encumbrance on Grantor's Property and to comply with the requirements of Section 5.

4. COMPLIANCE WITH LAWS

Grantee shall conduct its activities under this Easement in compliance with all applicable state, federal, and local laws, rules, regulations, ordinances, agency guidance documents, Port of Portland and Airport rules and regulations, and terms of any permits applicable to the Easement Area or Grantor's property, as each of the foregoing may be amended from time to time.

5. RESTORATION OF EASEMENT AREA

5.1 Disturbance

In the event that the Easement Area or any landscaping or other improvement located within or adjacent to the Easement Area is disturbed by the exercise of any rights granted herein or any associated construction, Grantee shall promptly remove any debris and restore the Easement Area including any disturbed landscaping or other improvement to a condition not less than the condition prior to the exercise of such rights. Any work performed by Grantee shall be performed so as not to obstruct unreasonably, injure or prevent the free use and operation of any of Grantor's property or the Airport.

5.2 Condition on Termination or Abandonment

Upon termination or abandonment of this Easement, Grantee shall at Grantee's sole expense restore the Easement Area either to a condition not less than the condition of the Easement Area prior to the date of this Easement or to a condition not less than that of Grantor's surrounding property. Restoration shall be subject to Grantor's prior written consent in its sole discretion, but may include the removal of all improvements owned, constructed or used in the Easement Area by Grantee or abandonment in place in a manner compatible with Grantor's current and intended future uses of the Easement Area.

6. GRANTEE'S ENVIRONMENTAL OBLIGATIONS

6.1 Definitions

For purposes of this Section 6, the following definitions shall apply:

6.1.1 Environmental Law

"Environmental Law" shall mean any and all federal, State of Oregon, and local laws, regulations, rules, permit terms, including but not limited to any stormwater pollution control requirements, codes and ordinances now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which in any way govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and/or relate to the protection of health, natural resources, safety or the environment.

6.1.2 Hazardous Substance

"Hazardous Substance" shall mean any and all substances, emissions, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any Environmental Law, and shall also include, but not be limited to, fuels, petroleum and petroleum-derived products.

6.1.3 Hazardous Substance Release

"Hazardous Substance Release" shall mean the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance into the air or into or on any land or waters, except as authorized by a then-current and valid permit issued under applicable Environmental Law.

6.2 Use of Hazardous Substances

Grantee may use, handle or store on the Easement Area, for their intended purposes in accordance with manufacturers' instructions, only those Hazardous Substances reasonably and necessarily used in the course of Grantee's Permitted Uses of the Easement Area.

6.3 Hazardous Substance Releases

In the event of any violation of Environmental Law or a Hazardous Substance Release on the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater) which results from or occurs in connection with the occupancy or use of the Easement Area by Grantee or Grantee's employees, agents, contractors, and invitees ("Grantee's Representatives"), Grantee shall promptly notify Grantor and immediately and diligently pursue all acts necessary or appropriate to (i) cure or correct the violation; (ii) investigate, contain, stop, remediate and remove the Hazardous Substance Release; and (iii) clean up and restore the Easement Area and other affected property or water to the extent required by law and compatible with Grantor's current and intended future uses of the Easement Area and other affected property or water. However, Grantee shall not be responsible for any such Hazardous Substance Release to the extent such Hazardous Substance Release was not caused by, contributed to or exacerbated by Grantee or Grantee's Representatives.

7. INDEMNIFICATION

To the extent allowed under Oregon law, Grantee agrees to indemnify, hold harmless and defend Grantor, its commissioners, directors, officers, and employees from and against, and to reimburse Grantor for, all claims, actions, damages, injuries, death, damage to property, costs, loss, violation of law, or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of Grantee, its officers, employees, agents, and elected officials in connection with the Easement Area.

To the extent allowed under Oregon law, Grantor agrees to indemnify, hold harmless and defend Grantee, its officers, employees, agents, and elected officials from and against, and to reimburse Grantee for, all claims, actions, damages, injuries, death, damage to property, costs, loss, violation of law, or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of Grantor, its commissioners, directors, officers, employees, agents, and contractors in connection with the Easement Area.

8. INSURANCE

Grantor recognizes that Grantee is self-insured. Grantee shall require anyone entering onto the Easement Area for the purposes of the Permitted Uses to name Grantor as an additional insured on any policy of liability insurance related to the Permitted Uses.

9. DAMAGE TO PROPERTY

Grantee shall compensate Grantor for any damage to Grantor's Property, including without limitation the Easement Area, and any improvements located thereon, caused by Grantee's or Grantee's Representatives' access to and use of the Easement Area.

10. GRANTOR'S USE

Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee's Permitted Uses. In the event that Grantor needs all or a portion of the Easement Area for other purposes, Grantor reserves the right to relocate, after consultation with Grantee and at Grantor's expense, the Easement Area and any utilities or facilities located in the Easement Area. If such relocation would wholly or partially invalidate this Easement, the parties will amend this Easement as provided in Section 17.

11. CONDITION; REPAIRS AND MAINTENANCE

Grantor makes no warranty, guarantee, or representation of any nature whatsoever concerning the physical condition of the Easement Area nor its suitability for any of Grantee's intended purposes, and it is agreed that Grantor will not be responsible for any loss, damage or costs which may be incurred by Grantee by reason of any such physical condition. Grantee will maintain, repair and replace the improvements owned or used by Grantee in the Easement Area to keep them in good condition and repair at all times.

12. MEDIATION

If any dispute should arise between Grantor and Grantee concerning this Easement or the parties' obligations or activities under this Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of

arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

13. GOVERNING LAW; VENUE

This Easement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of the application of any choice of law doctrines that may otherwise apply. The parties agree to venue in Multnomah County, State of Oregon.

14. BINDING

This Easement shall be and hereby is made a part of each conveyance of all or any part of the Easement Area and shall run with the land as to all property burdened by this Easement. As used in this Easement, the terms "Grantee" and "Grantor" shall include the above named Grantee and Grantor and their successors and assigns.

15. SEVERABILITY

Any provision of this Easement which shall prove to be invalid, void or illegal shall in no way affect, impose, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

16. NOTICES

All notices required under this Easement shall be sent by certified mail, return receipt requested, to the last address previously furnished by the parties hereto. Notices shall be sent to the parties at the addresses set forth below until hereafter changed by the parties by notice in writing:

The City of Portland
1120 SW Fifth Avenue, Ste. 1000
Portland, OR 97204
Attn: Facilities/Administrative Services Manager

The Port of Portland
Business Development and Properties
P.O. Box 3529, Portland, OR 97208
Attn: Contracts Administrator

The notice shall be deemed received three (3) days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail.

17. ENTIRE AGREEMENT; AMENDMENT

This Easement contains the sole agreement between the parties and supersedes, merges, combines and completely integrates any promises, understandings, or written or oral agreements between the parties respecting this subject matter. No other representations, promises or oral agreements have been made. This Easement may not be amended except by written agreement of all parties. No amendment shall be effective until duly recorded in the records of Multnomah County, Oregon.

This Easement is made and accepted effective this _____ day of _____, 2018 (Effective Date").

GRANTOR

THE PORT OF PORTLAND

By: _____
Curtis Robinhold, Executive Director

APPROVED FOR LEGAL
SUFFICIENCY FOR THE PORT:

By: _____
Counsel for Port of Portland

GRANTEE

BUREAU OF ENVIRONMENTAL
SERVICES, CITY OF PORTLAND

By: _____
Name: _____
Bureau of Environmental Services Director
or designee

APPROVED AS TO FORM

City Attorney

**ACKNOWLEDGMENTS FOR
EASEMENT BETWEEN THE PORT OF PORTLAND AND
THE CITY OF PORTLAND**

STATE OF OREGON)
) ss
County of Multnomah)

 This Easement was acknowledged before me on _____ 2018, by Curtis
Robinhold as Executive Director of the Port of Portland.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss
County of Multnomah)

 This Easement was acknowledged before me on _____ 2018, by

as _____ of the City of Portland.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT "A" - SEWER EASEMENT

PUBLIC SANITARY SEWER EASEMENT GRANTED TO CITY OF PORTLAND EASEMENT LEGAL DESCRIPTION

TWO (2) STRIPS OF LAND 20 FEET WIDE, SITUATED IN THE NORTHWEST & NORTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, LYING TEN (10) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

BEGINNING AT THE DENOTED PUBLIC SANITARY SEWER FORCE MAIN POINT LABELED "**SS-ARV-3**"; THENCE, ALONG THE CENTERLINE OF SAID FORCE MAIN, TO POINT LABELED "**SS-ARV-2**", AS SHOWN, ON CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES (BES) JOB No. "EP464".

TOGETHER WITH THE FOLLOWING PUBLIC SANITARY SEWER FORCE MAIN; BEGINNING AT THE LABELED POINT "**SS-CONN-1A**"; THENCE, ALONG THE CENTERLINE OF SAID FORCE MAIN, TO LABELED POINT "**SS-CONN-2A**", AS SHOWN, ON CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES (BES) JOB No. "EP464".

THE SIDELINES OF SAID EASEMENTS SHALL BE SHORTENED OR LENGTHENED SO THAT THEY ADJOIN THE SANITARY SEWER EASEMENT RECORDED SEPTEMBER 10, 1999 IN FEE NO. 99-172266, MULTNOMAH COUNTY DEED RECORDS. THE INTENT OF THIS EASEMENT IS TO CREATE A CONTINUOUS EASEMENT WITH THE REMAINING PORTIONS OF THE SAID 1999 SANITARY SEWER EASEMENT.

10/23/2018 12:11:23 PM VANDEC r:\survey\pdx\2018_ean\2018\ugen\102171-pacr easement request\autocad\city of portland sanitary easements.dwg



PORTLAND INTERNATIONAL AIRPORT

CITY OF PORTLAND - PORT OF PORTLAND SEWER AGREEMENT

PACR NEW PUBLIC SANITARY SEWER LINES

Drawn By: C. VANDERWERF

Date: OCT. 2018

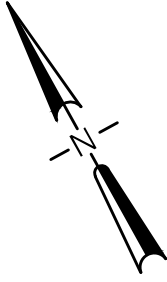
Checked By: G. EVENHUS

EAN: 2015D038

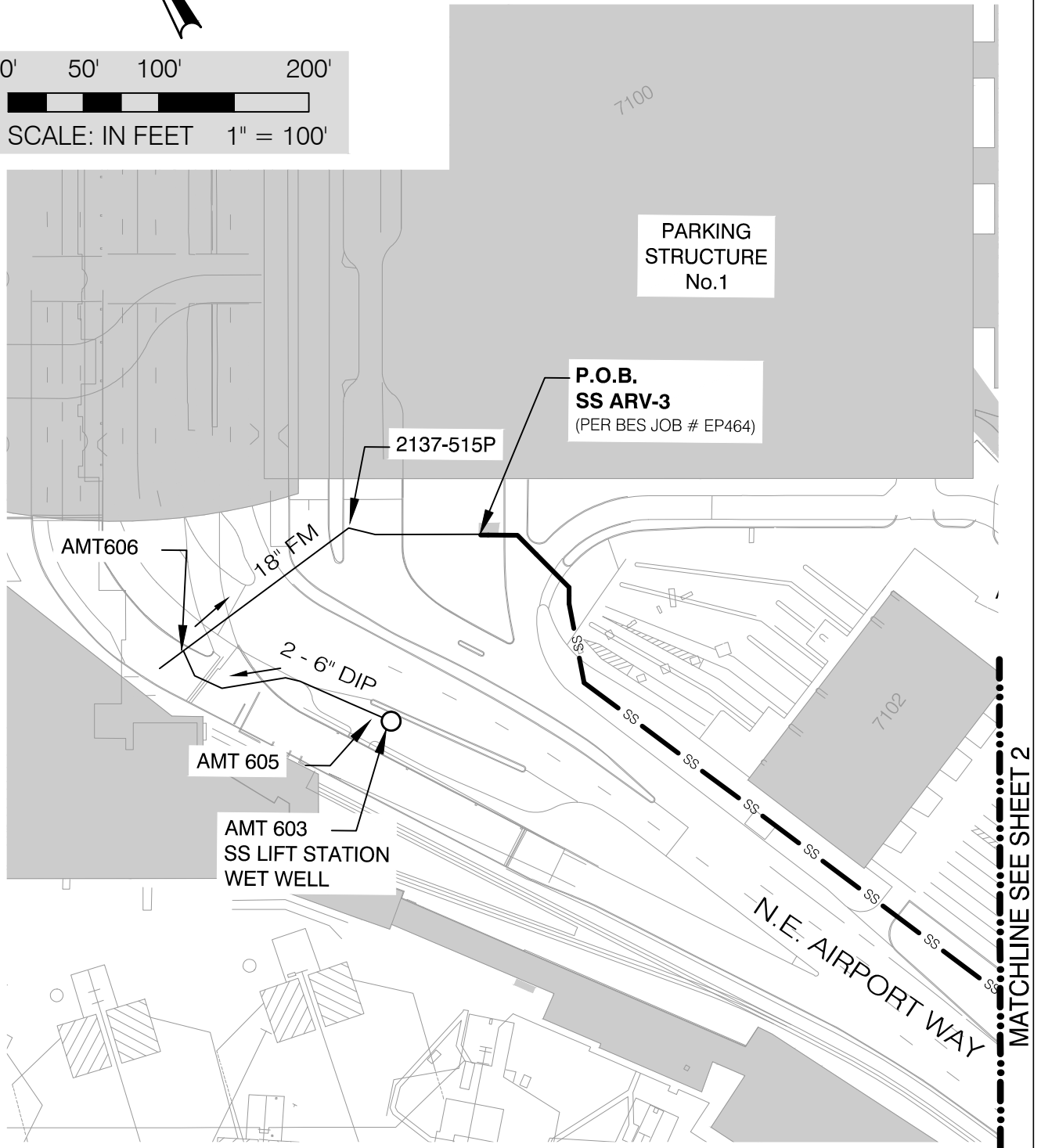
Proj No: 102171

Sheet No. 1 / 1

EXHIBIT "B" - SEWER EASEMENT



0' 50' 100' 200'
 SCALE: IN FEET 1" = 100'



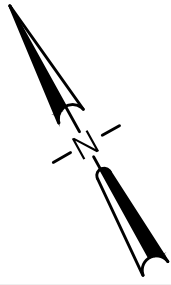
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PORTLAND INTERNATIONAL AIRPORT		Drawn By:	C. VANDERWERF
CITY OF PORTLAND - PORT OF PORTLAND SEWER AGREEMENT		Date:	OCT. 2018
PACR NEW PUBLIC SANITARY SEWER LINES		Checked By:	G. EVENHUS
		EAN:	2015D038
		Proj No:	102171
		Sheet No.	1 / 4

EXHIBIT "B" - SEWER EASEMENT



0' 50' 100' 200'

SCALE: IN FEET 1" = 100'

MATCHLINE SEE SHEET 1

MATCHLINE SEE SHEET 3

HQP2
BUILDING

NEW RELOCATED
PUBLIC SEWER FORCEMAIN
EASEMENT IS CENTERED ON PIPE

N.E. AIRPORT WAY

10/22/2018 8:58:31 AM V:\DEC r:\survey\pdx\2018_ean\2018\ugen\102171-pacr easement request\autocad\city of portland sanitary easements.dwg



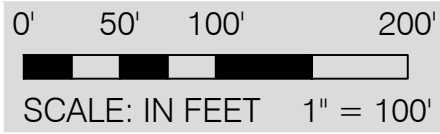
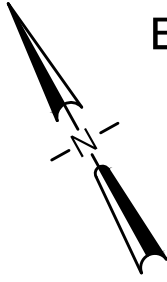
PORTLAND INTERNATIONAL AIRPORT

CITY OF PORTLAND - PORT OF PORTLAND SEWER AGREEMENT

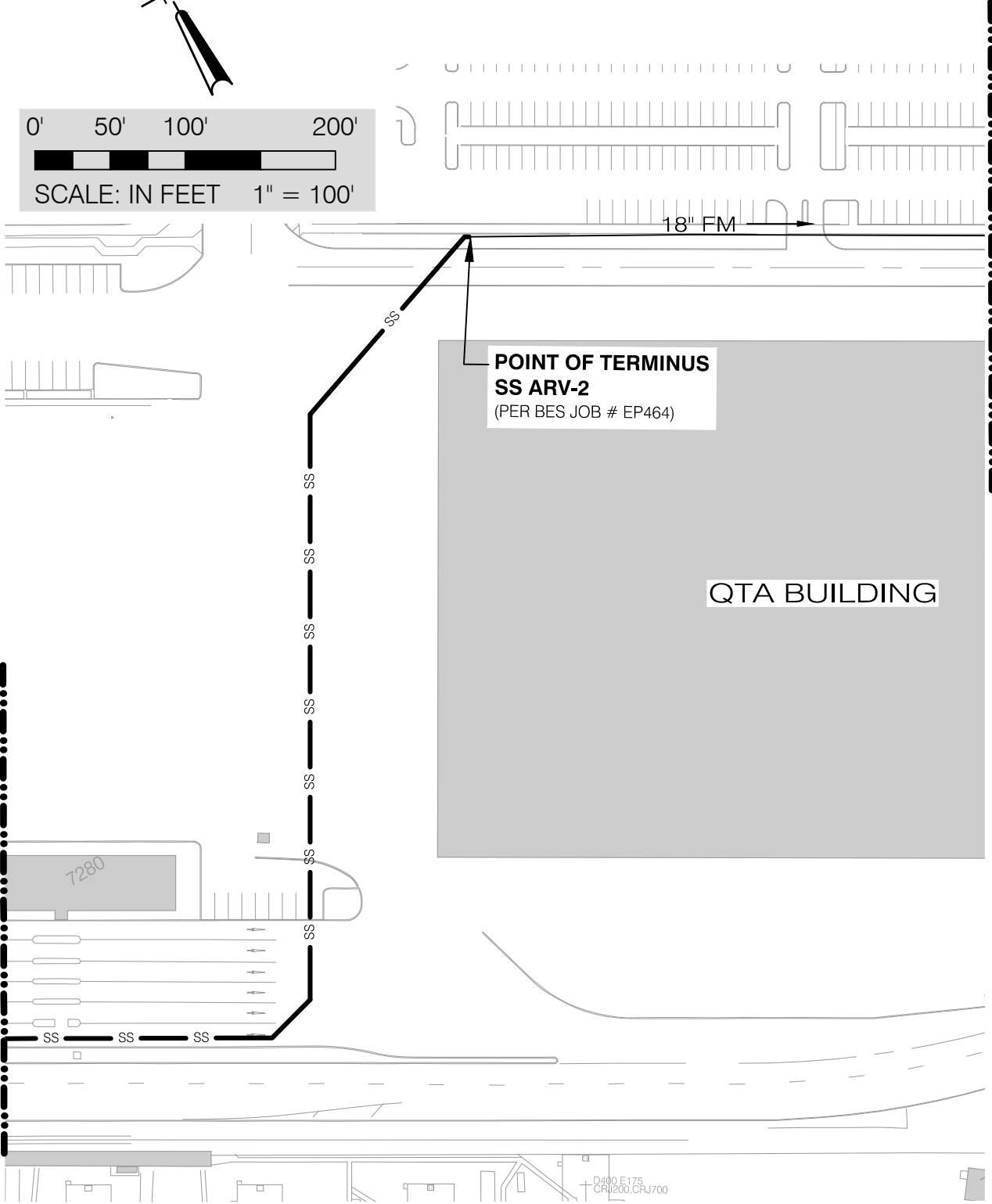
PACR NEW PUBLIC SANITARY SEWER LINES

Drawn By:	C. VANDERWERF
Date:	OCT. 2018
Checked By:	G. EVENHUS
EAN:	2015D038
Proj No:	102171
Sheet No.	2 / 4

EXHIBIT "B" - SEWER EASEMENT



MATCHLINE SEE SHEET 2



MATCHLINE SEE SHEET 4

VANDEC r:\survey\pdx\2018_ean\2018\ugen\102171-pacr easement request\autocad\city of portland sanitary easements.dwg

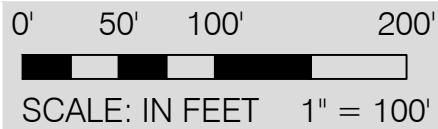
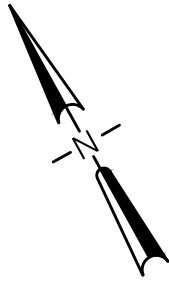
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PORTLAND INTERNATIONAL AIRPORT	
CITY OF PORTLAND - PORT OF PORTLAND SEWER AGREEMENT	
PACR NEW PUBLIC SANITARY SEWER LINES	

Drawn By:	C. VANDERWERF
Date:	OCT. 2018
Checked By:	G. EVENHUS
EAN:	2015D038
Proj No:	102171
Sheet No.	3 / 4

EXHIBIT "B" - SEWER EASEMENT



MATCHLINE SEE SHEET 3

NEW RELOCATED
PUBLIC SEWER FORCEMAIN
EASEMENT IS CENTERED ON PIPE

**POINT OF TERMINUS
SS-CONN-2A**
(PER BES JOB # EP464)

**P.O.B.
SS-CONN-1A**
(PER BES JOB # EP464)

ROADWAY

N.E. AIRPORT WAY

NOTES:

1. THIS DRAWING IS SCHEMATIC IN NATURE. ACTUAL FIELD LOCATION MAY VARY. CENTERLINE OF EASEMENT IS INTENDED TO FOLLOW THE CENTERLINE OF THE PIPE.
2. THE PURPOSE OF THIS DRAWING IS TO IDENTIFY THE LOCATION OF THE PUBLIC SANITARY SEWER FORCE MAIN PIPE GRANTED TO THE CITY PER THE PACR BUILDING PROJECT.
3. THIS DRAWING SUPERCEDES PORTIONS OF PORT OF PORTLAND DRAWING No.'s "PDX 95-41" & "EP PDX 2010-54".
4. REFER TO CITY OF PORTLAND BUREAU OF ENVIRONMENTAL SERVICES (BES) JOB No. "EP464" FOR ACTUAL LOCATION OF SANITARY SEWER FACILITIES.
5. THE BACKGROUND SHOWN IS FOR INFORMATIONAL PURPOSES ONLY.



PORTLAND INTERNATIONAL AIRPORT

CITY OF PORTLAND - PORT OF PORTLAND SEWER AGREEMENT

PACR NEW PUBLIC SANITARY SEWER LINES

Drawn By: C. VANDERWERF

Date: OCT. 2018

Checked By: G. EVENHUS

EAN: 2015D038

Proj No: 102171

Sheet No. 4 / 4