

LEGEND




-  SANITARY MANHOLE
-  REPLACE SANITARY MANHOLE
-  TEMPORARY CONSTRUCTION EASEMENT



EXHIBIT C



ENVIRONMENTAL SERVICES
CITY OF PORTLAND
Sellwood-Moreland Sanitary
Sewer Rehabilitation Project

TEMPORARY
CONSTRUCTION EASEMENT



Murray, Smith & Associates, Inc.
Engineers/Planners

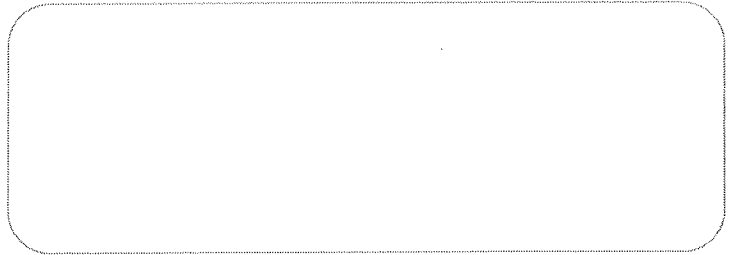
October 2013
12-1390.306



100 50 0 100 200
SCALE IN FEET

Grantor's Name and Address:

Waverley Country Club
1100 SE Waverley Dr.
Portland, OR 97222



TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **Waverley Country Club**, ("Grantor") in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("Grantee"), the receipt whereof is hereby acknowledged, does hereby grant unto said City of Portland a temporary easement for the purpose of supporting construction activities associated with the Sellwood-Moreland Sewer Rehabilitation Project, through, under, over and along the following described parcel:

As described on Exhibits A-1 through A-5 and depicted on Exhibits B-1 through B-5 and Exhibit C attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for original construction for a term of sixty-three (63) days, commencing at midnight, September 29, 2014 and terminating no later than 11:59 PM, November 30, 2014. However, use of the easement area shall not exceed a total of thirty (30) days during the time it is in effect, and Grantor shall be provided reasonable opportunity to make non-conflicting use of the easement area when it is not being used by Grantee.
- B. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- C. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to Grantor's property to the extent practicable.

R/W #7664
11E2600100
BES # E10333

After Recording Return to: _____
 John Deyo, City of Portland _____
 1120 SW 5th Avenue, 8th Floor _____
 Portland, OR 97204 _____
 Tax Statement shall be sent to: No Change _____

- D. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- E. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- F. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- G. Grantor represents and warrants that Grantor has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that Grantor will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- H. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights.
- I. Grantor represents that to the best of Grantor's knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- J. Grantor represents that Grantor has disclosed all knowledge of any release of hazardous substances onto or from the property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- K. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- L. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.
- M. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantees shall hold harmless, indemnify and defend Grantor and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (not including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law which arises out of, or results from, the acts or omissions of Grantees, its officers, employees, or agents within the easement area. Grantor shall hold harmless, indemnify and defend Grantees and its officers, employees, elected officials and agents from and against all claims, demands, penalties, and causes of action of any kind or character (not including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law which arises out of, or results from, the acts or omissions of the Grantor, its officers, employees, agents, or contractors within the easement area.

IN WITNESS WHEREOF, Waverley Country Club, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by _____ as President and _____ as Secretary, this _____ day of _____, 2013.

WAVERLEY COUNTRY CLUB, AN OREGON CORPORATION

By: _____
President

By: _____
Secretary

STATE OF _____

County of _____

This instrument was acknowledged before me on _____, 2013, by _____ as President and _____ as Secretary of Waverley Country Club, an Oregon corporation.

Notary Public for (state) _____

My Commission expires _____

APPROVED AS TO FORM:

City Attorney

APPROVED:

Bureau of Environmental Services Director
or his designee

Reppeto & Associates, Inc.
Land Surveyors

186512

EXHIBIT A-1

12730 SE Stark St.
Plaza 125, Building G
Portland, OR 97233

Phone: 503-408-1507
Fax: 503-408-2370

TEMPORARY CONSTRUCTION EASEMENT
75.00 X 75.00 FOOT WIDE EASEMENT
CENTERED ON MANHOLE ADE271

LEGAL DESCRIPTION

A tract of land situated in the northwest quarter of Section 26, Township 1 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, being described as follows:

Commencing at the intersection of the south line of the "Town of Sellwood", Multnomah County Plat Records, being on the north line of Clackamas County, at the southerly extension of the west line of Block M, said "Town of Sellwood", said being North 86°32'35" East, 388.19 feet from a 5/8" iron rod with a yellow plastic cap marked "Reppeto LS 657" found at the southeast corner of "Quayside Condominiums"; thence, South 67°33'10" East, 115.11 feet to the center of a sewer manhole; thence, North 41°32'35" East, 53.03 feet to the True Point of Beginning; thence, South 03°27'25" East, 75.00 feet; thence, South 86°32'35" West, 75.00 feet; thence, North 03°27'25" West, 75.00 feet; thence, North 86°32'35" East, 75.00 feet to the True Point of Beginning.

EXHIBIT A-2

TEMPORARY CONSTRUCTION EASEMENT
75.00-X 75.00 FOOT WIDE EASEMENT
CENTERED ON MANHOLE ADE279

LEGAL DESCRIPTION

A tract of land situated in the northwest quarter of Section 26, Township 1 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, being described as follows:

Commencing at the intersection of the south line of the "Town of Sellwood", Multnomah County Plat Records, being on the north line of Clackamas County, at the southerly extension of the west line of Block M, said "Town of Sellwood", said being North 86°32'35" East, 388.19 feet from a 5/8" iron rod with a yellow plastic cap marked "Reppeto LS 657" found at the southeast corner of "Quayside Condominiums"; thence, South 39°09'44" East, 350.99 feet to the center of a sewer manhole; thence, North 84°48'00" West, 53.03 feet to the True Point of Beginning; thence, North 50°12'00" East, 75.00 feet; thence, South 39°48'00" East, 75.00 feet; thence, South 50°12'00" West, 75.00 feet; thence, North 39°48'00" West, 75.00 feet to the True Point of Beginning.

EXHIBIT A-3

TEMPORARY CONSTRUCTION EASEMENT
75.00 X 75.00 FOOT WIDE EASEMENT
CENTERED ON MANHOLE ADE282

LEGAL DESCRIPTION

A tract of land situated in the northwest quarter of Section 26, Township 1 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, being described as follows:

Commencing at the intersection of the south line of the "Town of Sellwood", Multnomah County Plat Records, being on the north line of Clackamas County, at the southerly extension of the west line of Block M, said "Town of Sellwood", said being North 86°32'35" East, 388.19 feet from a 5/8" iron rod with a yellow plastic cap marked "Reppeto LS 657" found at the southeast corner of "Quayside Condominiums"; thence, South 39°09'44" East, 350.99 feet to the center of a sewer manhole; thence, South 39°40'52" East, 261.82 feet to a sewer manhole; thence, North 84°48'00" West, 53.03 feet to the True Point of Beginning; thence, North 50°12'00" East, 75.00 feet; thence, South 39°48'00" East, 75.00 feet; thence, South 50°12'00" West, 75.00 feet; thence, North 39°48'00" West, 75.00 feet to the True Point of Beginning.

EXHIBIT A-4

TEMPORARY CONSTRUCTION EASEMENT
75.00 X 75.00 FOOT WIDE EASEMENT
CENTERED ON MANHOLE ADE284

LEGAL DESCRIPTION

A tract of land situated in the northwest quarter of Section 26, Township 1 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, being described as follows:

Commencing at the intersection of the south line of the "Town of Sellwood", Multnomah County Plat Records, being on the north line of Clackamas County, at the southerly extension of the west line of Block M, said "Town of Sellwood", said being North 86°32'35" East, 388.19 feet from a 5/8" iron rod with a yellow plastic cap marked "Repetto LS 657" found at the southeast corner of "Quayside Condominiums"; thence, South 39°09'44" East, 350.99 feet to the center of a sewer manhole; thence, South 39°40'52" East, 261.82 feet to a sewer manhole; thence, South 39°45'31" East, 321.48 feet to a sewer manhole; thence, North 84°48'00" West, 53.03 feet to the True Point of Beginning; thence, North 50°12'00" East, 75.00 feet; thence, South 39°48'00" East, 75.00 feet; thence, South 50°12'00" West, 75.00 feet; thence, North 39°48'00" West, 75.00 feet to the True Point of Beginning.

EXHIBIT A-5

TEMPORARY CONSTRUCTION EASEMENT
75.00 X 75.00 FOOT WIDE EASEMENT
CENTERED ON MANHOLE ADE286

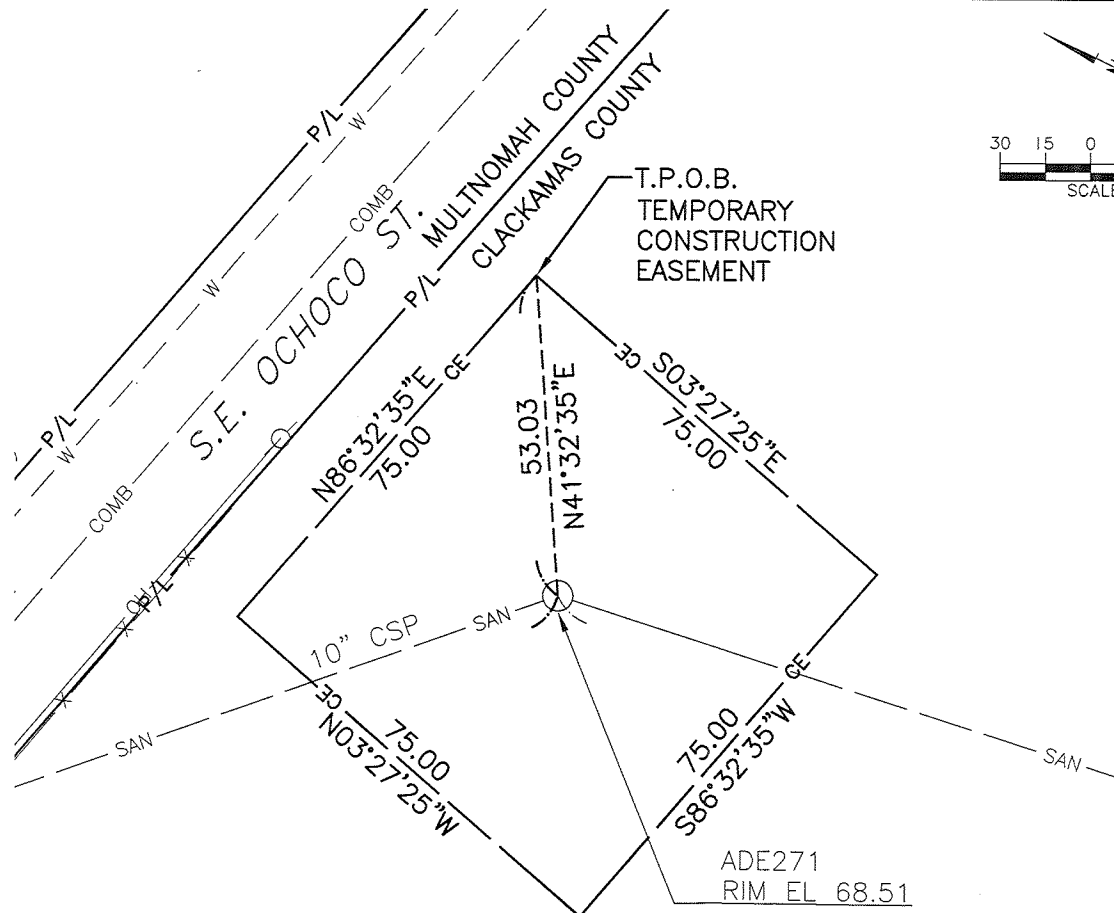
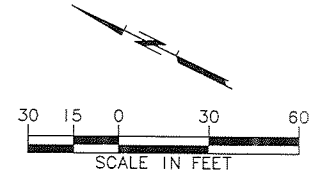
LEGAL DESCRIPTION

A tract of land situated in the northwest quarter of Section 26, Township 1 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, being described as follows:

Commencing at the intersection of the south line of the "Town of Sellwood", Multnomah County Plat Records, being on the north line of Clackamas County, at the southerly extension of the west line of Block M, said "Town of Sellwood", said being North 86°32'35" East, 388.19 feet from a 5/8" iron rod with a yellow plastic cap marked "Reppeto LS 657" found at the southeast corner of "Quayside Condominiums"; thence, South 39°09'44" East, 350.99 feet to the center of a sewer manhole; thence, South 39°40'52" East, 261.82 feet to a sewer manhole; thence, South 39°45'31" East, 321.48 feet to a sewer manhole; thence, South 41°01'16" East, 307.94 feet to a sewer manhole; thence, North 84°48'00" West, 53.03 feet to the True Point of Beginning; thence, North 50°12'00" East, 75.00 feet; thence, South 39°48'00" East, 75.00 feet; thence, South 50°12'00" West, 75.00 feet; thence, North 39°48'00" West, 75.00 feet to the True Point of Beginning.

186512

BEARINGS ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM



ADE271
RIM EL 68.51
I.E. 66.11 (CENTER)
I.E. 66.09 (OUT) 10" NW
I.E. 66.13 (IN) 10" SE
*(I.E.'S ARE +/- DUE TO LARGE OFFSETS AND LIMITED ACCESS)

G:\PDX_Projects\12\1390\CAD\EXHIBITS\M12061-WAVERLEY-ESMETS.dwg WAVERLEY TEMP 1 10/29/2013 9:58 AM DAK 18.2s (LMS Tech)

NOTES:

1. THIS VICINITY MAP ACCOMPANIED BY TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION.

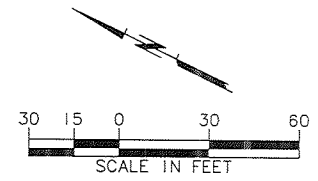
MSA Murray, Smith & Associates, Inc.
Engineers/Planners
121 S.W. Salmon, Suite 900 PHONE 503-225-9010
Portland, Oregon 97204 FAX 503-225-9022

**EXHIBIT "B-1" VICINITY MAP
MANHOLE ADE271 – TEMPORARY
CONSTRUCTION EASEMENT**

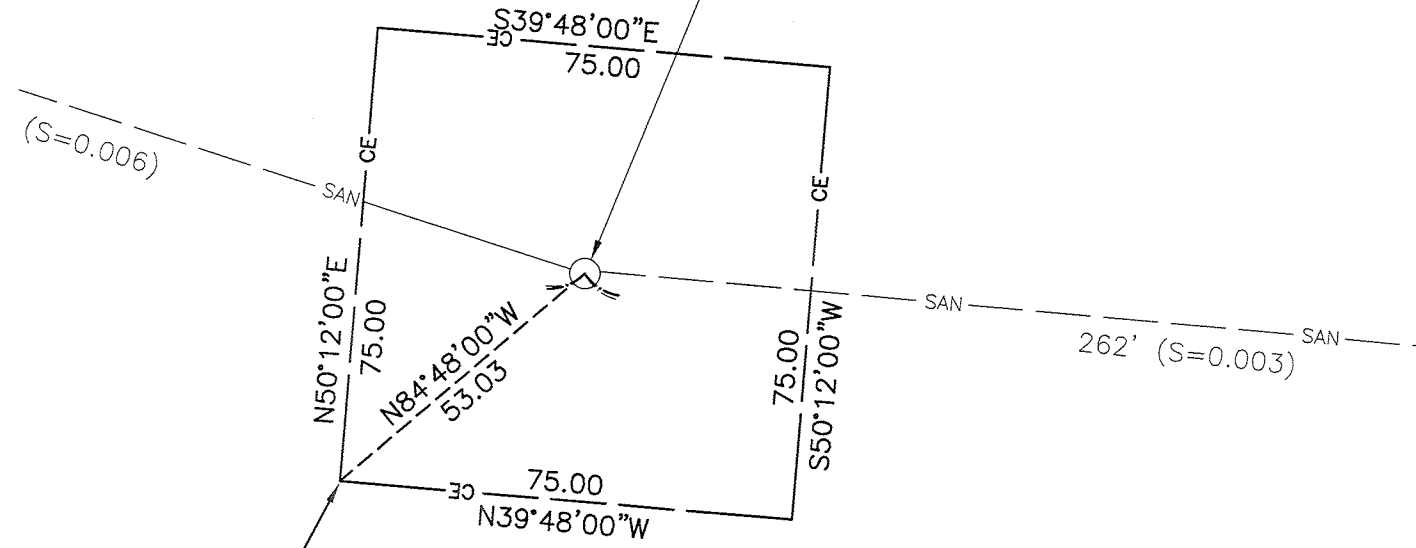
| | |
|----------|-----------------|
| SCALE: | 1" = 30' |
| APPVD: | |
| DATE: | NOVEMBER 2013 |
| DWG NO.: | WAVERLEY TEMP 1 |

186512

BEARINGS ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM



ADE279
 RIM EL 69.93
 I.E. 67.70 (CENTER)
 I.E. 67.68 (OUT) 10" NW
 I.E. 67.68 (IN) 10" SE
 *(I.E.'S ARE +/- DUE TO LARGE OFFSETS AND LIMITED ACCESS)



T.P.O.B.
 TEMPORARY
 CONSTRUCTION
 EASEMENT

WAVERLEY COUNTRY CLUB

NOTES:

I. THIS VICINITY MAP ACCOMPANIED BY TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION.

MSA Murray, Smith & Associates, Inc.
 Engineers/Planners
 121 S.W. Salmon, Suite 900 PHONE 503-225-9010
 Portland, Oregon 97204 FAX 503-225-9022

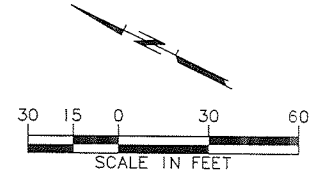
EXHIBIT "B-2" VICINITY MAP
 MANHOLE ADE279 - TEMPORARY
 CONSTRUCTION EASEMENT

| | |
|---------------------|---------------|
| SCALE: | 1"=30' |
| APPVD: | |
| DATE: | NOVEMBER 2013 |
| DWG NOWAVERLEY TEMP | 2 |

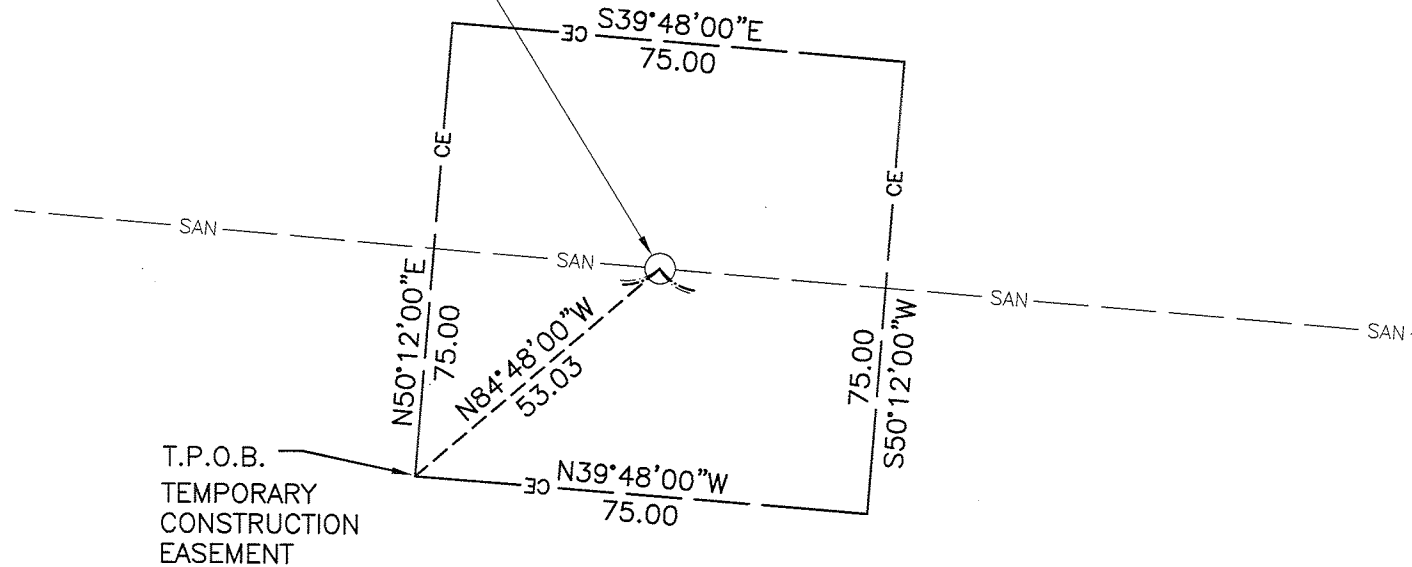
G:\PDX_Projects\12\1390\CAD\EXHIBITS\M12061-WAVERLEY-ESMITS.dwg WAVERLEY TEMP 2 10/29/2013 9:58 AM DAK 18.25 (LMS Tech)

186512

BEARINGS ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM



ADE282
 RIM EL 71.75
 I.E. 68.55 (CENTER)
 I.E. 68.54 (OUT) 10" NW
 I.E. 68.56 (IN) 10" SE
 *(I.E.'S ARE +/- DUE TO
 LARGE OFFSETS AND LIMITED
 ACCESS)



NOTES:

1. THIS VICINITY MAP ACCOMPANIED BY TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION.



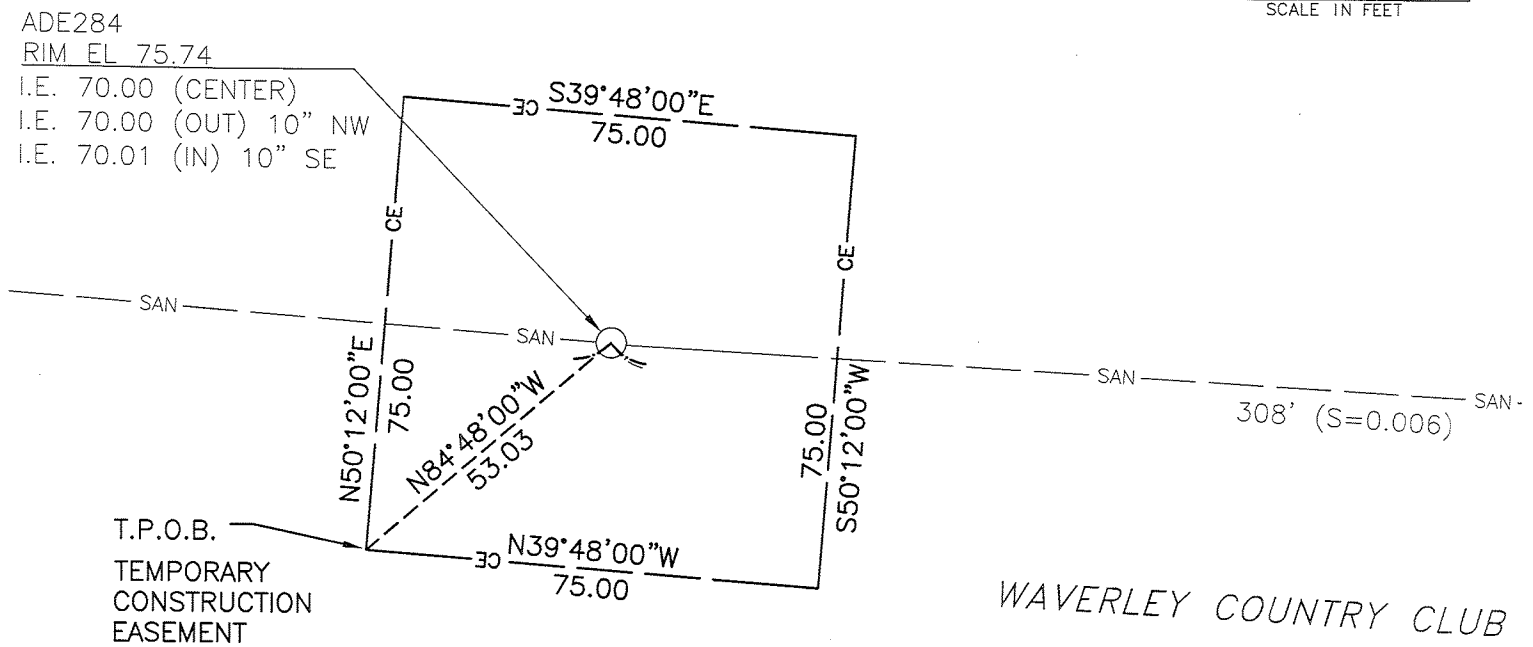
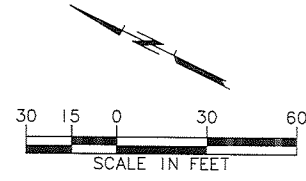
Murray, Smith & Associates, Inc.
 Engineers/Planners
 121 S.W. Salmon, Suite 900 PHONE 503-225-8010
 Portland, Oregon 97204 FAX 503-225-8022

EXHIBIT "B-3" VICINITY MAP
 MANHOLE ADE282 - TEMPORARY
 CONSTRUCTION EASEMENT

| | |
|----------|-----------------|
| SCALE: | 1"=30' |
| APPVD: | |
| DATE: | NOVEMBER 2013 |
| DWG NO.: | WAVERLEY TEMP 3 |

186512

BEARINGS ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM



ADE284
 RIM EL 75.74
 I.E. 70.00 (CENTER)
 I.E. 70.00 (OUT) 10" NW
 I.E. 70.01 (IN) 10" SE

T.P.O.B.
 TEMPORARY
 CONSTRUCTION
 EASEMENT

WAVERLEY COUNTRY CLUB

NOTES:

1. THIS VICINITY MAP ACCOMPANIED BY TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION.



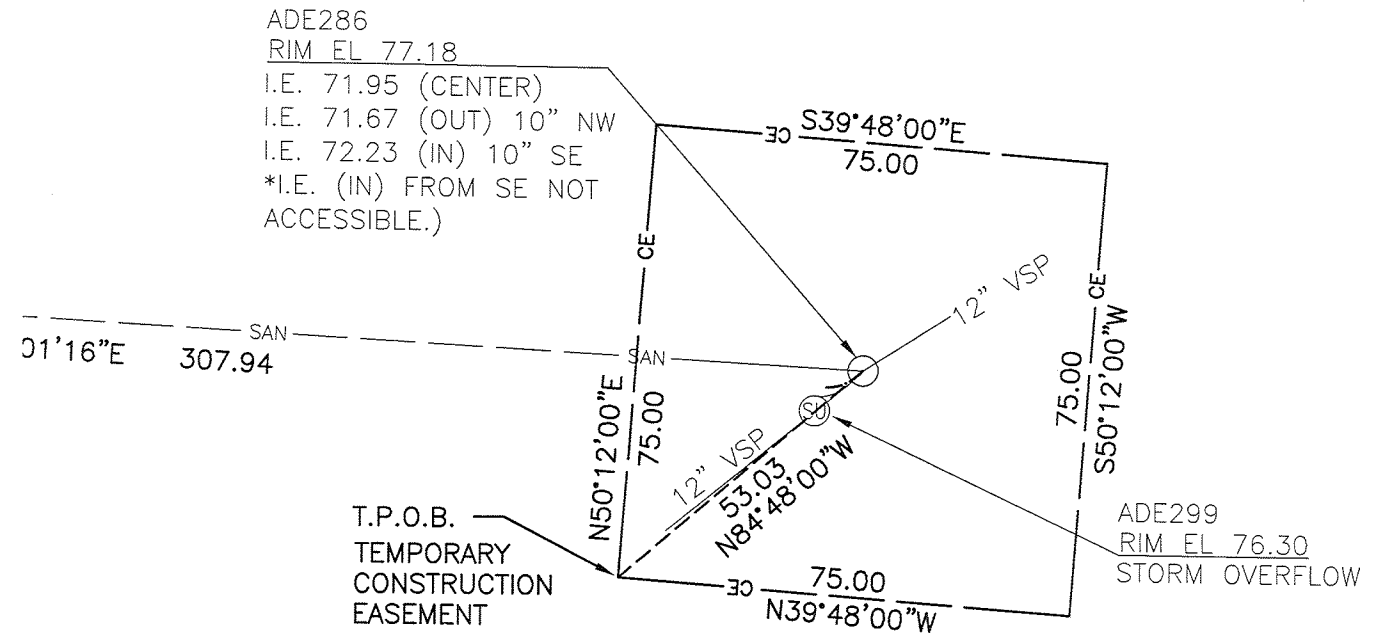
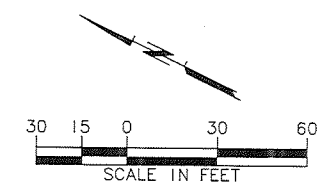
Murray Smith & Associates, Inc.
 Engineers/Planners
 121 S.W. Salmon, Suite 900 PHONE 503-225-9010
 Portland, Oregon 97204 FAX 503-225-9022

EXHIBIT "B-4" VICINITY MAP
 MANHOLE ADE284 - TEMPORARY
 CONSTRUCTION EASEMENT

| | |
|----------|-----------------|
| SCALE: | 1"=30' |
| APPVD: | |
| DATE: | NOVEMBER 2013 |
| DWG NO.: | WAVERLEY TEMP 4 |

G:\PDX_Projects\12\1390\CAD\EXHIBITS\M12061-WAVERLY-ESMITS.dwg WAVERLEY TEMP 4 10/29/2013 9:58 AM DAK 18.2s (LMS Tech)

BEARINGS ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM



ADE286
RIM EL 77.18
I.E. 71.95 (CENTER)
I.E. 71.67 (OUT) 10" NW
I.E. 72.23 (IN) 10" SE
*I.E. (IN) FROM SE NOT ACCESSIBLE.)

ADE299
RIM EL 76.30
STORM OVERFLOW

T.P.O.B.
TEMPORARY
CONSTRUCTION
EASEMENT

NOTES:

I. THIS VICINITY MAP ACCOMPANIED BY TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION.

MSA Murray Smith & Associates, Inc.
Engineers/Planners
121 S.W. Salmon, Suite 900 PHONE 503-225-9010
Portland, Oregon 97204 FAX 503-225-9022

EXHIBIT "B-5" VICINITY MAP
MANHOLE ADE286 – TEMPORARY
CONSTRUCTION EASEMENT

| | |
|----------|-----------------|
| SCALE: | 1"=30' |
| APPVD: | |
| DATE: | NOVEMBER 2013 |
| DWG NO.: | WAVERLEY TEMP 5 |



186512

CITY OF PORTLAND
ENVIRONMENTAL SERVICES



1120 SW Fifth Avenue, Room 1000, Portland, Oregon 97204 ■ Nick Fish, Commissioner ■ Dean Marriott, Director

PERMIT OF ENTRY
SELLWOOD-MORELAND SEWER REHABILITATION PROJECT

City of Portland
Bureau of Environmental Services
1120 SW 5th Avenue, #1000
Portland, OR 97204

Waverley Country Club
1100 SE Waverly Drive
Portland, OR 97222

Parties: City of Portland, Bureau of Environmental Services, Grantee
Waverley Country Club, Grantor

This Permit of Entry is granted on September 29, 2014 by Waverley Country Club (Grantor) to the City of Portland, Bureau of Environmental Services (Grantee).

In order to permit the Bureau of Environmental Services to proceed with construction of the Sellwood-Moreland Sewer Rehabilitation Project, the undersigned hereby grants to the City of Portland, its employees, agents or contractor, the right to enter upon the real property located at 1100 SE Waverly Drive, OR as shown on the attached Exhibit A (the "Property") for the purpose of conducting the following activities:

- Rehabilitate five segments of an existing public sewer main, with a total length of approximately 1,279 linear feet, and replace three existing manholes. The rehabilitation of the sewer mains will be accomplished by cured-in-place pipe (CIPP lining) and the replacement of the manholes will be accomplished by open excavation at each of the manhole locations. Construction vehicles and equipment will require access to five manhole locations in order to perform construction. See attached Exhibit B for the public sanitary sewer and manhole locations.

It is understood that within the Property, a Public Sewer Easement is in place over the existing public sewer, and that this easement allows the Grantee to operate and maintain the sewer. However, to avoid unnecessary cost to the public and to avoid unnecessary disruption of the Grantor's use of their property, proposed construction activity will not be restricted to the public sewer easement. Instead, alternative access will be provided in accordance with the terms of this Permit of Entry.

Furthermore, it is understood that the Grantee will use non-traditional trenchless pipe rehabilitation methods in lieu of more disruptive pipe excavation methods. All work on the Property shall be in accordance with (i) the approved Sellwood-Moreland Sewer Rehabilitation Project plans and in compliance with the applicable general and special

specifications for construction of a sewer project on private property, and (ii) all applicable laws.

This Permit of Entry is subject to the following terms and conditions:

- Grantee is authorized to conduct the activities outlined above between and including the dates of September 29, 2014 and October 31, 2014 or until the work is complete, whichever is sooner.
- Construction will occur on weekdays from 7am to 6pm. Weekend work would be allowed on Saturdays from 7am to 6pm, if necessary. In the event construction needs to occur beyond these times grantee will notify and coordinate with the grantor.
- Grantee shall coordinate its activities with Grantor to avoid unreasonable interference or disturbance.
- Grantee shall take measures to avoid driving construction vehicles and equipment over the golf course fairways. Grantee may access the manhole locations by utilizing the paved golf cart paths and the grass areas outside of the fairways. See attached Exhibit C for Approved Access Routes.
- Grantee shall take all reasonably necessary measures to reduce construction impacts to the Property. Such measures include, without limitation, using plywood to provide a surface for the construction equipment to drive on to help avoid compaction of vegetated areas by wheel or tracked equipment. Both plywood and steel plating may be used to provide a surface for the construction equipment when crossing irrigation mains and other buried utilities on the grass surfaces of the golf course.
- Grantor shall locate and flag anything that is within the construction access route and temporary construction area that should be protected, such as crossing irrigation mains and other buried utilities on the grass surfaces of the golf course.
- Grantee shall be responsible for promptly repairing, or promptly paying Grantor for repairing, any damage to the golf cart path caused by construction activity, or any damage caused by other activities of Grantee or its agents upon the Property, beyond those damages anticipated and accounted for in the Temporary Construction Easement document.
- Within thirty (30) days of Grantor's invoice, Grantee will reimburse the Grantor for all costs and expenses incurred by Grantor to restore the Property to a condition that is as good as or better than the condition existing prior to the work authorized under this permit. Restoration work may include, without limitation, remedying compacted areas, grading, turf, all impacted irrigation work, and plant replacement, seeding, watering, and maintenance until new vegetation is established.
- Grantee will construct the new manholes so the manhole lids are a minimum 4" below the existing grade. The Grantor will then install sod and turf over the manhole lids after construction is completed.

- Grantee shall take extra care to ensure minimal disruption of the surface surrounding manhole ADE284. Heavy equipment will not be permitted at this manhole location.
- Grantor shall provide spotters to act as flaggers to direct golf carts, people traffic, and golf play during construction.
- Subject to the limitations of the Oregon Tort Claims Act, Grantee shall indemnify Grantor for, hold the Grantor harmless from, and defend Grantor (with counsel acceptable to the Grantor) against any and all claims, losses, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorney fees) arising directly or indirectly from or in connection with or from Grantee's entry upon, or use of, or activities on the Property.

It is further understood that this Permit of Entry will in no way jeopardize the undersigned's rights as Grantor, or in any legal proceedings that may arise from the Grantee's acquisition of easements through, under and across the Property.

Grantor hereby represents and warrants that it is the owner of the real property described in Exhibit A or is otherwise authorized to grant this permit.

Dated this _____ day of _____, 2014.

Bruce Pruitt, Chief Operating Officer
Waverley Country Club

If you have any questions, please call Steven Burger at (503) 823-5346.

Please return to:
Steven Burger
1120 SW 5th Avenue, Suite 1000
Portland, Oregon 97204
503-823-8346

BES Project Manager

Property Owner Contact Information: Bruce Pruitt
503-654-6521