

Exhibit 1

**Grantor's Name and Address:**  
Peninsula Drainage District No. 2  
c/o Multnomah County Drainage District  
1880 NE Elrod Drive  
Portland, OR 97211



**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **Peninsula Drainage District No. 2**, (“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”), does hereby grant unto said City of Portland a temporary easement for the purpose of supporting construction activities associated with the Schmeer Road Pump Station Remodel Project, through, under, over and along the following described parcel:

As described on Exhibit A and depicted on Exhibit B attached hereto and by this reference made a part hereof.

All together containing 5,130 square feet, more or less.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for original construction for a term of eighteen (18) months, commencing no earlier than January 1, 2015 and terminating no later than June 30, 2016. Grantor shall be provided reasonable opportunity to make non-conflicting use of the easement area when the area is not being used by Grantee.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight June 30, 2017.

R/W # 7679

SID: 1N1E09AA TL 500

BES # E07448

After Recording Return to:

Karl Arruda, City of Portland

1120 SW 5th Avenue, 8th Floor

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least seven (7) days' notice prior to commencing work under this easement.
- D. 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.
- E. 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.
- F. 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.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. 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.
- N. Subject to the limits of the Oregon Constitution, the Oregon Tort Claims Act, and other applicable law, Grantee agrees to defend, indemnify, and hold Grantor harmless from all damages, losses, expenses, liabilities, costs, and fees, including reasonable attorney's fees and court costs, incurred by Grantor that arise out of or relate to (a) the entry on or use of the easement area by Grantee or any of its affiliates, employees, owners, or agents; (b) any third

party claims arising out of or related to entry on or use of the easement area by Grantee or any of its affiliates, employees, owners, or agents; or (c) the acts or omissions of Grantee or any of its affiliates, employees, owners, or agents on or in the easement area. In addition, Grantee shall require its contractors and other third parties performing work on or in the easement area to defend, indemnify, and hold Grantor harmless from and against all damages, losses, expenses, liabilities, costs, and fees, including reasonable attorney's fees and court costs incurred by Grantor arising out of that work, and to add Grantor as an additional insured on the contractors' or other third parties' required insurance policies related to the work.

- O. Subject to the limits of the Oregon Constitution, the Oregon Tort Claims Act, and other applicable law, Grantor agrees to defend, indemnify, and hold Grantee harmless from all damages, losses, expenses, liabilities, costs, and fees, including reasonable attorney's fees and court costs, incurred by Grantee that arise out of or relate to (a) the entry on or use of the easement area by Grantor or any of its affiliates, employees, owners, agents or contractors; (b) any third party claims arising out of or related to entry on or use of the easement area by Grantor or any of its affiliates, employees, owners, agents or contractors; or (c) the acts or omissions of Grantor or any of its affiliates, employees, owners, agents, or contractors on or in the easement area.
- P. The terms of sections N and O shall survive the termination of this easement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Peninsula Drainage District No. 2, pursuant to a resolution of its Board of Supervisors, duly and legally adopted, has caused these presents to be signed by \_\_\_\_\_ as \_\_\_\_\_ (title) and \_\_\_\_\_ as \_\_\_\_\_ (title), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

STATE OF OREGON

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_,  
by \_\_\_\_\_ as \_\_\_\_\_ (title) and \_\_\_\_\_  
as \_\_\_\_\_ (title), of Peninsula Drainage District No. 2.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED:

\_\_\_\_\_  
Bureau of Environmental Services Director  
or designee

**R/W # 7679**  
**SCHMEER ROAD PUMP STATION**  
**1N1E09AA - 600**  
**TEMPORARY CONSTRUCTION EASEMENT**

**Exhibit "A"**

A portion of that tract of land described as a portion of lots 4,5 & 6, "Chambreau's Factory Site Addition" Multnomah County plat records, conveyed to the Peninsula Drainage District No. 2 by Bargain and Sales Deed recorded as Document No. 2002-154057, Multnomah County Deed Records situated in the northeast quarter of section 9, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and the State of Oregon, described as follows:

Commencing at a point on the north right of way line of N. Schmeer Road, 50 feet wide, said point being the southwest corner of said tract of land as depicted on the attached Exhibit "B",

Thence South 88°28'15" East, along said north right of way line, a distance of 21.10 feet to the POINT OF BEGINNING;

Thence, leaving said right of way line, North 01°31'45" East, a distance of 103.00 feet;

Thence, South 88°28'15" East, a distance of 78.79 feet to the westerly right of way of the Oregon State Highway Division Minnesota Freeway;

Thence, along said right of way line, South 16°01'42" East, a distance of 52.44 feet;

Thence, leaving said right of way line, North 88°28'15" West, a distance of 79.61 feet;

Thence, South 01°31'45" West, a distance of 53.00 feet to the north right of way line of N. Schmeer Road;

Thence, along said right of way line, North 88°28'15" West, a distance of 15.00 feet to the POINT OF BEGINNING

Containing 5,130 square feet

Project No. 07448  
December 23, 2013

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

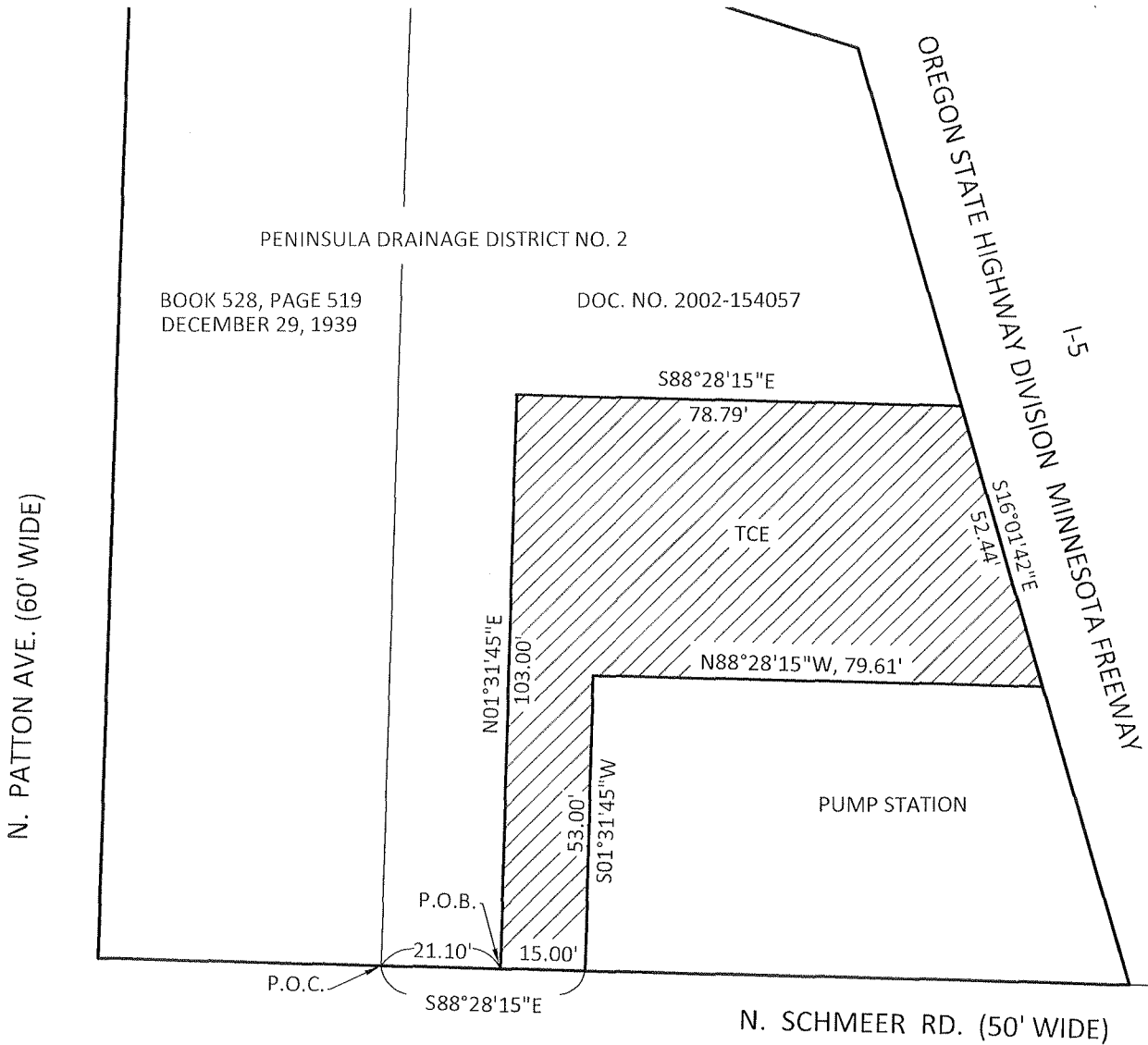
*Bryan Hill*

OREGON  
JUNE 30, 1997  
BRYAN L. HILL  
2821

EXPIRES 06/30/2015

EXHIBIT B  
TEMPORARY CONSTRUCTION EASEMENT

N  
SCALE 1" = 30'  
12-23-2013



LEGEND:  
P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING

ENGINEERING & TECHNICAL SERVICES  
SURVEY SECTION  
1120 S.W. 5TH AVE., SUITE 800  
PORTLAND, OREGON 97204  
PHONE 503-823-7150

R/W# 7679  
SCHMEER ROAD PUMP STATION  
1N1E09AA - 600

