

**Grantor's Name and Address:**

Waverley Country Club  
 1100 SE Waverly 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"), 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 (the "Easement Area"):

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 28, 2015 and terminating no later than 11:59 PM, November 29, 2015. 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 opportunities to make non-conflicting use of the Easement Area when it is not being used by Grantee. Construction will occur on weekdays from 7:00 AM to 6:00 PM. Weekend work shall be allowed on Saturdays from 7:00 AM to 6:00 PM, if necessary, as determined by Grantee. In the event construction needs to occur beyond these times, Grantee shall notify and coordinate with Grantor.
- B. Grantee agrees to provide Grantor with at least fourteen (14) days' notice prior to commencing work under this easement.
- C. Grantee shall take all reasonably necessary measures to minimize construction impacts to the Easement Area. Such measures include, without limitation, using plywood or steel plating to limit compaction of vegetated areas and damage to buried irrigation mains or utilities by

wheeled or tracked construction vehicles and equipment. Grantee will maintain access to Grantor's property to the extent practicable.

- D. Grantee shall take reasonable measures to avoid driving construction vehicles and equipment over the golf course fairways. Grantee shall use its reasonable best efforts to access the manhole locations by utilizing the paved golf cart paths and the grass areas outside of the fairways as shown on Exhibit C attached hereto.
- E. Grantor shall locate and flag features to be protected within the Easement Area, including, without limitation, irrigation mains, sprinkler heads and buried utilities.
- F. Grantee shall take extra care to ensure minimal disruption of the surface surrounding manhole ADE284. Heavy equipment shall not be permitted at this manhole location.
- G. Prior to the commencement of work by or for Grantee in the Easement Area, Grantee shall pay Grantor the sum of \$19,500.00. In return, Grantor acknowledges and agrees that Grantee is not and will not be responsible for any repairs to or restoration of the 75.00 X 75.00-foot-wide areas described on Exhibits A-1 through A-5 and depicted on Exhibits B-1 through B-5 attached hereto. In addition, Grantor and Grantee agree that:
  - (1) Grantee shall be responsible for repairing and/or restoring, at its sole expense, any damage to the asphalt paths that are located within the 15-foot-wide access corridor depicted on Exhibit C attached hereto (the "Access Corridor") that is caused by Grantee or Grantee's agents, employees, or subcontractors; and
  - (2) Grantee shall be responsible for repairing and/or restoring, at its sole expense, any damage to any of Grantor's real property, excluding the 75x75-foot wide areas described on Exhibit A-1 through A-5 and depicted on Exhibits B-1 through B-5 attached hereto and the Access Corridor (except as otherwise provided in clause (1) above with respect to damage to the asphalt paths), that is caused by Grantee or Grantee's agents, employees, or subcontractors. Grantor's real property includes, without limitation, Grantor's private street known as S.E. Waverly Drive.

If Grantee is required to repair and/or restore any portion of Grantor's real property pursuant to this Section G, Grantee shall restore such property to a condition that is as good as or better than the condition existing immediately prior to Grantee's work or entry upon such property.

- H. 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.
- I. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- J. Grantor represents and warrants that to the best of its knowledge Grantor has the authority to grant this easement, that the property comprising the Easement Area 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.

- K. Grantor represents that to the best of Grantor's knowledge, the property comprising the Easement Area is in compliance with all local, State and Federal environmental laws and regulations.
- L. Grantor represents that to the best of Grantor's knowledge, Grantor has disclosed all knowledge of any release of hazardous substances onto or from the property comprising the Easement Area, and disclosed any known report, investigation, survey or environmental assessment regarding the Easement Area. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- M. Grantor represents that to the best of Grantor's knowledge, there are no underground storage tanks, as defined under Oregon law, presently on or under the property comprising the Easement Area.
- N. For purposes of this easement, the term "to the best of Grantor's knowledge" shall mean the collective current knowledge, whether actual or constructive, of Bruce Pruitt, Grantor's Chief Operating Officer, and Brian Koffler, Grantor's Golf Course Superintendent.
- O. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the property comprising the Easement Area, and Grantor is not attempting to convey any such liability.
- P. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantee shall hold harmless, indemnify and defend Grantor and its officers, employees and agents from and against all claims, demands, penalties, and causes of action (collectively, "the Claims") 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 to the extent the Claims arise out of, or result from, the acts or omissions of Grantee or Grantee's officers, employees, or agents on Grantor's real property. Grantor shall hold harmless, indemnify and defend Grantee and Grantee's 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.
- Q. This Temporary Construction Easement shall not be recorded.

*The remainder of this page is intentionally left blank.*

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 \_\_\_\_\_, 2015.

WAVERLEY COUNTRY CLUB, AN OREGON CORPORATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

STATE OF \_\_\_\_\_

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

This instrument was acknowledged before me on \_\_\_\_\_, 2015, 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*

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.

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.

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.

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 "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, 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.



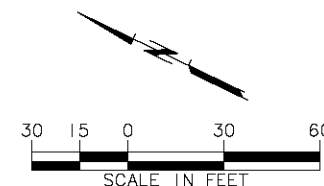
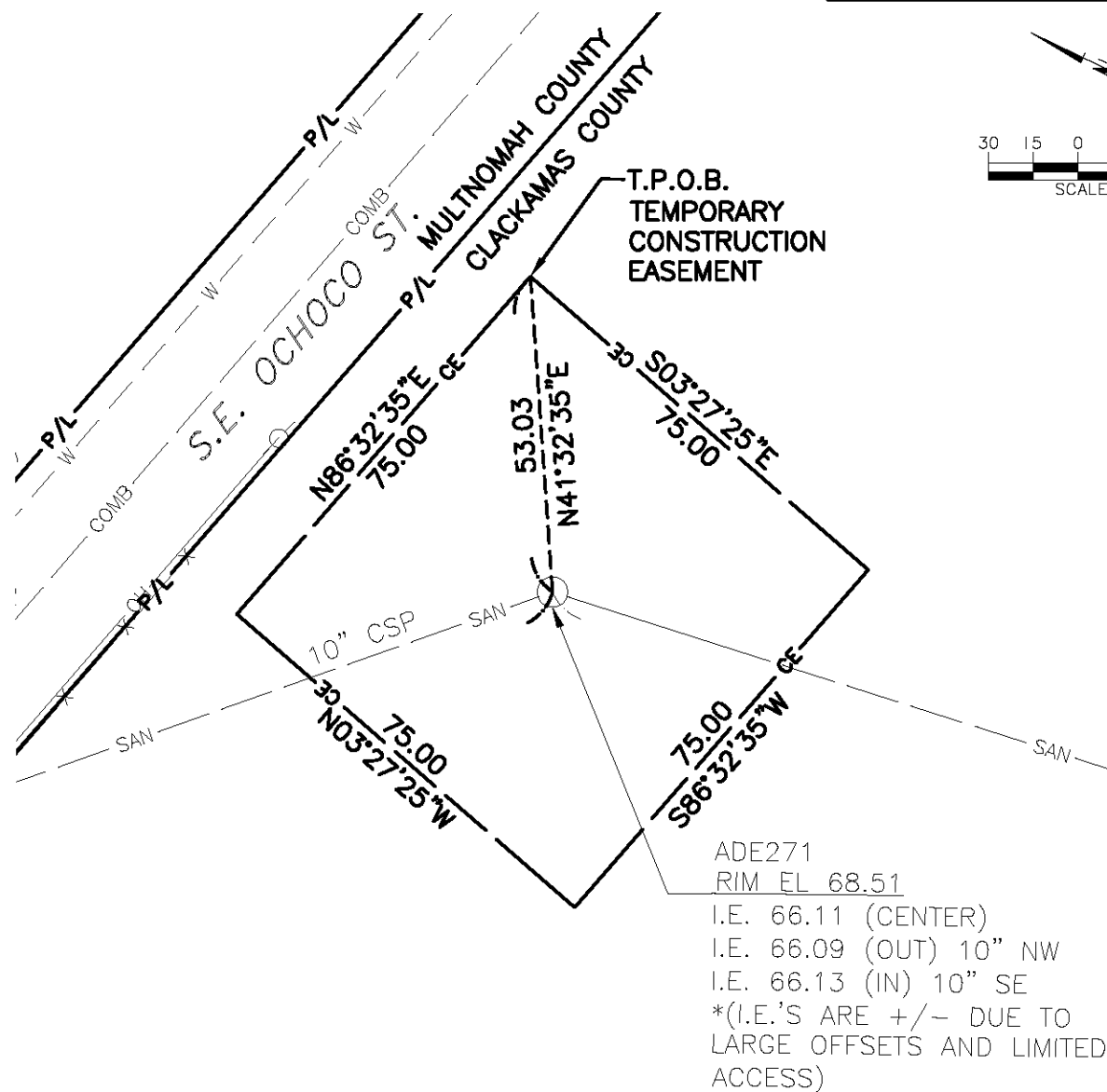
TEMPORARY CONSTRUCTION EASEMENT  
75.00 X 75.00 FOOT WIDE EASEMENT  
CENTERED ON MANHOLE ADE286

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.

BEARINGS ARE BASED ON THE OREGON  
STATE PLANE COORDINATE SYSTEM



# NOTES:

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



**Murray Smith & Associates, Inc.**  
Engineers/Planners

121 S.W. Salmon, Suite 900 PHONR 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



# MSA

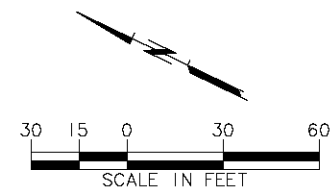
EXHIBIT "B-2" VICINITY MAP  
MANHOLE ADE279 - TEMPORARY  
CONSTRUCTION EASEMENT

APPVD:

DATE: NOVEMBER 2013

DWG NO. WAVERLEY TEMP 2

BEARINGS ARE BASED ON THE OREGON  
STATE PLANE COORDINATE SYSTEM



ADE282

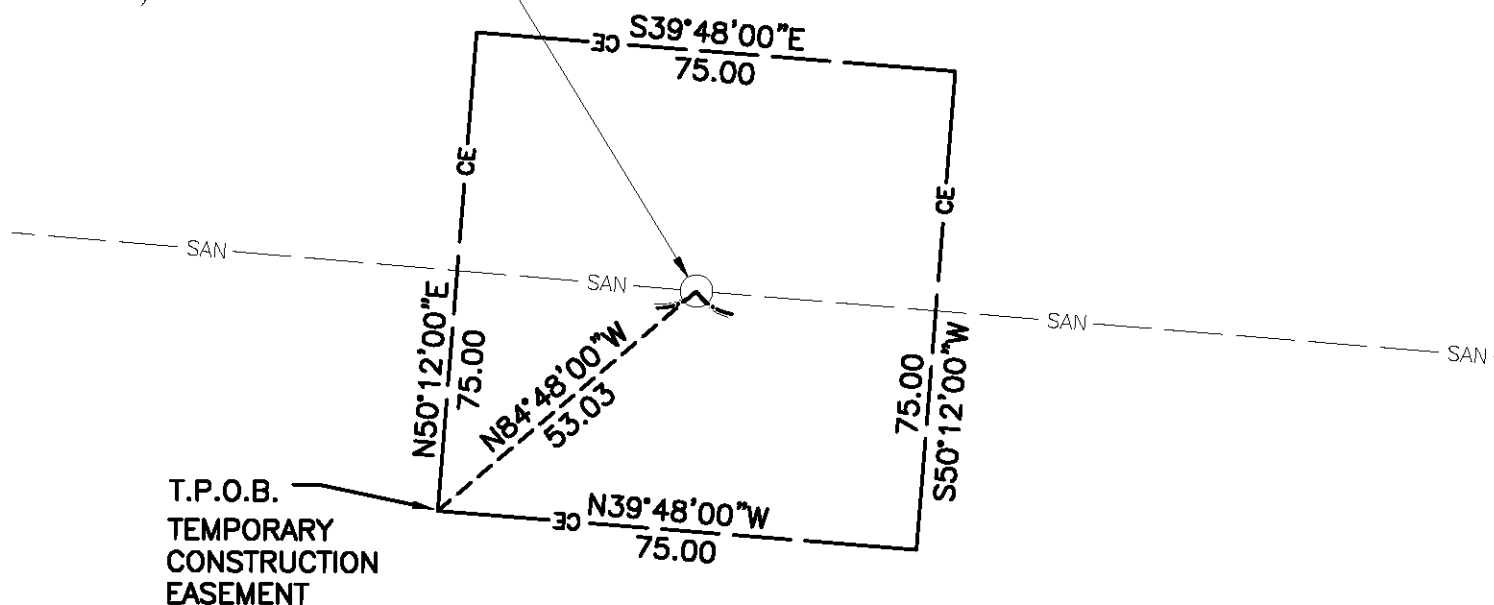
RIM EL 71.75

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 PHONR 503-225-9010  
Portland, Oregon 97204 FAX 503-225-9022

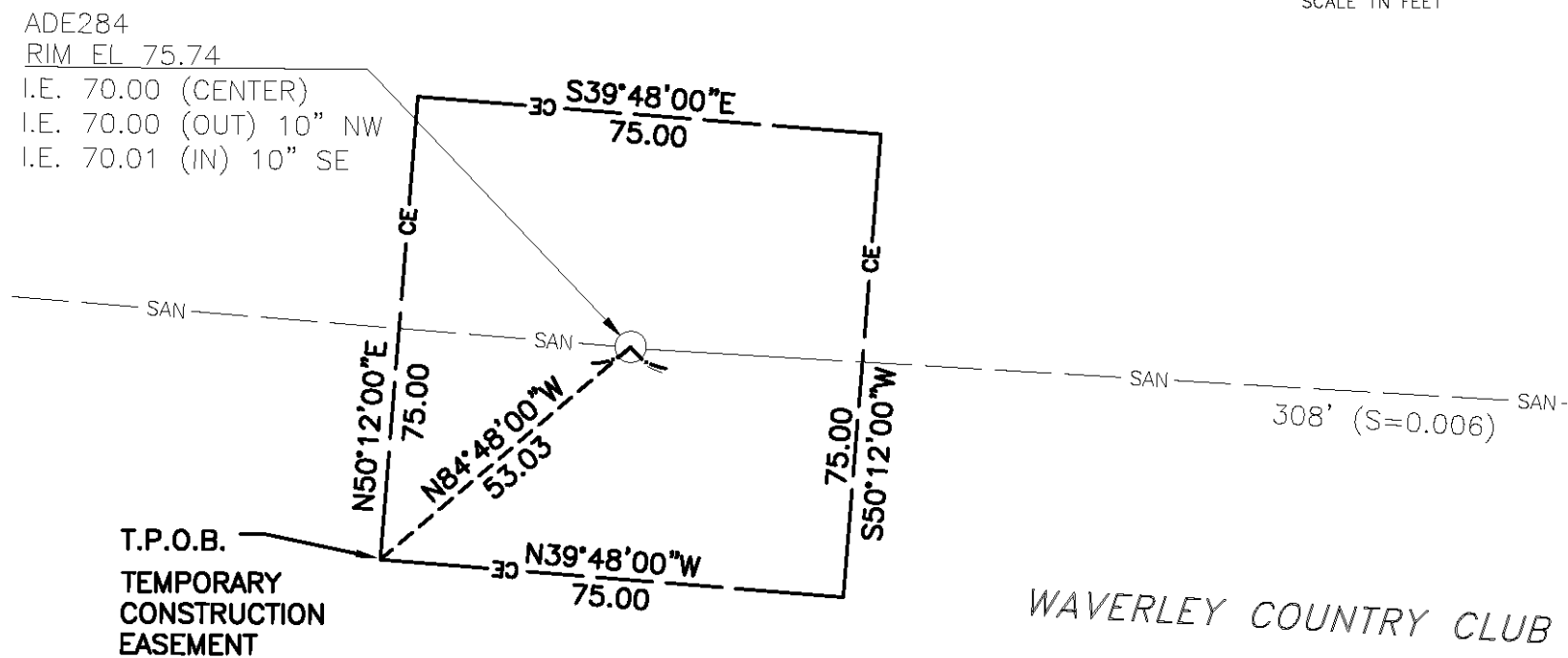
**EXHIBIT "B-3" VICINITY MAP  
MANHOLE ADE282 – TEMPORARY  
CONSTRUCTION EASEMENT**

SCALE: 1" = 30'

APPVD:

DATE: NOVEMBER 2013

DWG NO.: WAVERLEY TEMP 3



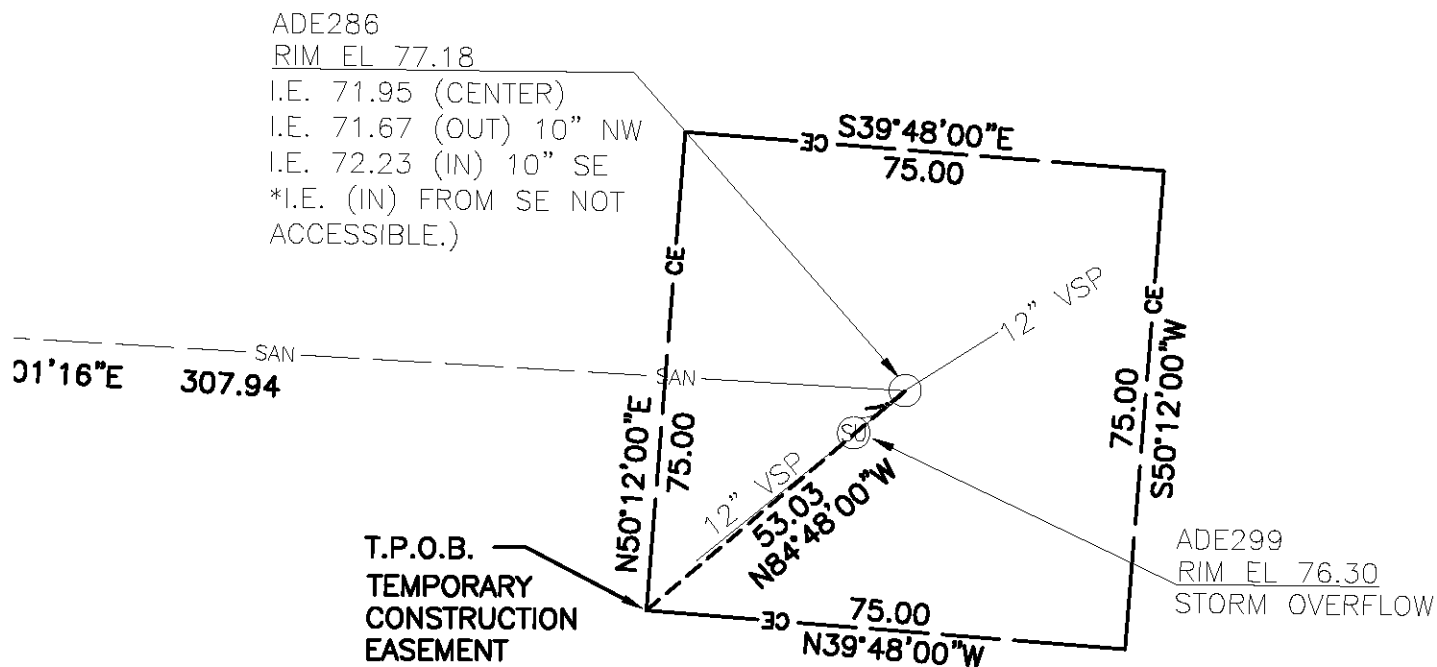
1. THIS VICINITY MAP  
ACCOMPANIED BY TEMPORARY  
CONSTRUCTION EASEMENT  
DESCRIPTION.



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

DWG NO.:WAVERLEY TEMP 4



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






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

DWG NO.:WAVERLEY TEMP 5



**LEGEND**

-  SANITARY MANHOLE
-  REPLACE SANITARY MANHOLE
-  TEMPORARY CONSTRUCTION EASEMENT

**MH ADE 271**

SE OCHOCO ST

GATE

MULTNOMAH COUNTY  
CLACKAMAS COUNTY

GATE

**MH ADE 279**

**MH ADE 282**

**MH ADE 284**

**MH ADE 286**

APPROVED  
ACCESS  
ROUTES

SE EXETER DR

LINES REPRESENT 15 FT WIDE  
ACCESS CORRIDOR

ENTRANCE

WAVERLY DR

**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