

Exhibit 1

Grantor's Name & Address:

North Clackamas Parks & Recreation District
150 Beaver Creek Rd.
Oregon City, OR 97045

Tax Statements shall be sent to:
No Change

FIRST AMENDMENT TO CHANNEL CHANGE AND VEGETATION MANAGEMENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

This first amendment to Channel Change and Vegetation Management Easement and Temporary Construction Easement (this "First Amendment") is entered into by and between **North Clackamas Parks and Recreation District, a county service district of Clackamas County organized pursuant to ORS Chapter 451** ("Grantor") and the **City of Portland** ("Grantee"), a municipal corporation of the State of Oregon (together, the "Parties").

RECITALS

- A. The Parties entered into that certain Channel Change and Vegetation Management Easement and Temporary Construction Easement recorded on December 21, 2017, as Document Number 2017-085797, Clackamas County Deed Records, Clackamas County, Oregon (the "Easement Agreement"), pursuant to the terms of which Grantor granted easements to Grantee for construction and maintenance of the Luther Road Habitat Restoration Project.
- B. Additional work is required within the project area to repair storm damage and to stabilize the stream channel within Johnson Creek to prevent further erosion.
- C. To allow the additional work to proceed, The Parties now desire to enter into this First Amendment for the purpose of amending the Easement Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

R/W #8762-3

1S2E29AB TL3609, 3700, 3800

BES #E10854

After Recording Return to:

John Deyo, City of Portland

1120 SW 5th Avenue, Suite 800

Portland, OR 97204

1. Paragraph B of the Easement Agreement is hereby deleted in its entirety and replaced with the following:

“The Temporary Construction Easement granted herein terminates on May 31, 2025, and is for the following activities: (a) Grantee shall have exclusive use of the Temporary Easement Area for construction and construction support activities from June 1, 2019, to December 31, 2019; (b) non-exclusive use of the Temporary Easement Area from January 1, 2020, to May 31, 2020, for the purpose of revegetation and stream restoration activities; and (c) non-exclusive use of the Temporary Easement Area for 4 days each year between June 1, 2020, and May 31, 2025, for the purpose of monitoring, revegetation establishment and construction activities necessary to assure conformance with project design criteria.”

Exhibit A and Exhibit B to the Easement Agreement, describing and depicting the Permanent Easement Area, as that term is defined within the Easement Agreement, are hereby deleted in their entirety and replaced with Revised Exhibit A and Revised Exhibit B attached and incorporated by reference.

2. Paragraph R of the Easement Agreement is hereby deleted in its entirety and replaced with the following:

“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, elected officials and agents from and against all claims, demands, penalties, and causes of action of any kind or character (including attorney fees) in favor of any person which arise out of, or result from, the acts or omissions of Grantee, its officers, employees, elected officials and agents with respect to the Permanent Easement Area and Temporary Easement Area, except to the extent that such claims are related to or arise from the negligence or willful misconduct of the Grantor. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantor shall hold harmless, indemnify and defend Grantee and its officers, employees, elected officials and agents from and against all claims, demands, penalties, and causes of action of any kind or character (including attorney fees) in favor of any person which arise out of, or result from, the acts or omissions of Grantor, its officers, employees, elected officials and agents with respect to the Permanent Easement Area and Temporary Easement Area, except to the extent that such claims are related to or arise from the negligence or willful misconduct of Grantee.”

3. The Permanent Easement, as that term is defined in the Easement Agreement, is a non-exclusive easement. Any reference in the Easement Agreement to the Permanent Easement being an exclusive easement is hereby deleted and replaced to provide that the Permanent Easement is a non-exclusive easement.
4. The following additional provisions are added to the Easement Agreement:

S. **No Third-Party Beneficiary.** Grantor and Grantee are the only parties to the Easement Agreement and are the only parties entitled to enforce its terms. Nothing in the Easement Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the Easement Agreement.

5. Except as expressly amended by this First Amendment, the terms and provisions of the Easement Agreement are unmodified and in full force and effect. In the event of any inconsistencies between the terms of the Easement Agreement and this First Amendment, the terms of this First Amendment shall control. Except as modified by this First Amendment, the terms of the Easement Agreement, as amended, are hereby ratified, confirmed and shall remain in full force and effect.

North Clackamas Parks and Recreation District

By: _____

Name: Laura Zentner

Title: Director, Business & Community Services
Department

Date: _____

State of Oregon)
) ss.
County of _____)

On this _____ day of _____, 20__, before me _____, the undersigned Notary Public, personally appeared _____ as Director of North Clackamas Parks and Recreation District, a county service district, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he executed it.

Notary Public for Oregon
My commission expires: _____

City of Portland, Bureau of Environmental Services

By: _____

Name: _____

Title: Director or designee, City of Portland,
Bureau of Environmental Services

Date: _____

State of Oregon)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2019, by
_____ as the Director or designee of the City of Portland, Bureau
of Environmental Services.

Notary Public for Oregon
My commission expires: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy City Attorney

County Counsel

REVISED EXHIBIT A

**LUTHER ROAD HABITAT RESTORATION PROJECT
R/W # 8762-3
CHANNEL CHANGE AND VEGETATION MANAGEMENT EASEMENT
1S2E29AB TAX LOTS 3609(C231142), 3700(C230643), 3800(C230651)**

A portion of that tract of land conveyed to the North Clackamas Parks and Recreation District by Document No. 2009-056372, recorded August 6, 2009, Clackamas County Official Records, situated in the northeast one-quarter of Section 29, Township 1 South, Range 2 East, of the Willamette Meridian in the County of Clackamas and State of Oregon, more particularly described as follows:

BEGINNING at the Southwest corner of said tract; Thence, along the West line of said tract, North 01°25'40" East, a distance of 132.13 feet; Thence North 78°09'48" East, a distance of 82.88 feet; Thence North 42°23'45" East, a distance of 45.83 feet; Thence North 38°41'09" East, a distance of 79.68 feet; Thence North 73°11'12" East, a distance of 99.46 feet; Thence North 86°37'03" East, a distance of 77.66 feet; Thence North 79°11'51" East, a distance of 127.99 feet; Thence North 80°49'03" East, a distance of 85.25 feet; Thence North 52°50'04" East, a distance of 80.06 feet; Thence North 63°56'39" East, a distance of 75.16 feet; Thence North 69°00'13" East, a distance of 99.71 feet; Thence North 16°13'44" East, a distance of 75.94 feet; Thence North 52°41'50" West, a distance of 49.41 feet; Thence North 20°34'42" West, a distance of 65.85 feet; Thence North 19°05'30" East, a distance of 113.38 feet; Thence North 08°20'41" East, a distance of 72.91 feet; Thence North 17°24'22" East, a distance of 56.48 feet; Thence North 41°38'33" East, a distance of 114.79 feet; Thence North 47°30'16" East, a distance of 173.50 feet, to the East line of said tract; Thence, along the East line of said tract, South 01°51'20" West, a distance of 74.84 feet, to the centerline of Johnson Creek; Thence the following courses along the centerline of Johnson Creek; Thence South 43°25'50" West, a distance of 15.61 feet; Thence South 36°21'52" West, a distance of 42.84 feet; Thence South 43°14'16" West, a distance of 52.42 feet; Thence South 22°49'23" West, a distance of 17.71 feet; Thence South 35°11'09" West, a distance of 48.18 feet; Thence South 25°50'09" West, a distance of 28.88 feet; Thence South 00°55'40" West, a distance of 22.91 feet; Thence South 29°22'41" East, a distance of 32.91 feet; Thence South 01°43'11" West, a distance of 25.66 feet; Thence South 19°01'21" East, a distance of 25.13 feet; Thence South 06°45'33" East, a distance of 22.52 feet; Thence South 52°14'47" East, a distance of 33.29 feet; Thence South 20°49'29" East, a distance of 30.53 feet; Thence South 27°32'03" East, a distance of 28.74 feet; Thence South 09°45'30" East, a distance of 27.09 feet; Thence South 45°33'53" East, a distance of 46.07 feet; Thence South 28°32'59" East, a distance of 32.32 feet; Thence South 05°07'00" East, a distance of 49.64 feet; Thence South 03°30'52" East, a distance of 38.94 feet; Thence South 03°01'31" East, a distance of 38.86 feet; Thence South 01°12'11" West, a distance of 14.43 feet; Thence South 44°07'06" West, a distance of 18.70 feet; Thence South 44°24'58" West, a distance of 22.13 feet; Thence South 58°36'39" West, a distance of 25.61 feet; Thence South 78°47'29" West, a distance of 21.06 feet; Thence South 55°18'38" West, a distance of 38.64 feet; Thence South 50°48'09" West, a distance of 43.29 feet; Thence South 61°59'37" West, a distance of 35.20 feet; Thence South 59°36'51" West, a distance of 51.68 feet; Thence South 64°11'01" West, a distance of 44.16 feet; Thence South 71°02'55" West, a distance of 42.80 feet; Thence South 74°24'34" West, a distance of 47.57 feet; Thence South 71°22'09" West, a distance of 46.03 feet; Thence South 83°08'10" West, a distance of 39.17 feet; Thence North 80°18'55" West, a distance of 47.69 feet; Thence North 73°26'30" West, a distance of 35.00 feet; Thence North 86°02'15" West, a distance of 44.24 feet; Thence South 63°56'57" West, a distance of 53.93 feet; Thence South 67°54'27" West, a distance of 43.85 feet; Thence South 50°15'56" West, a distance of 63.98 feet; Thence South 42°34'43" West, a distance of 50.14 feet; Thence South 45°52'46" West, a distance of 54.31 feet; Thence South 49°44'26" West, a

distance of 38.31 feet; Thence South 51°31'51" West, a distance of 13.83 feet, to the South line of said tract; Thence, along the South line of said tract, North 88°35'35" West, a distance of 219.37 feet to the POINT OF BEGINNING.

Together with the following described tract:

A portion of that tract of land conveyed to the North Clackamas Parks and Recreation District by Document No. 2009-056372, recorded August 6, 2009, Clackamas County Official Records, situated in the Northeast one-quarter of Section 29, Township 1 South, Range 2 East of the Willamette Meridian in the County of Clackamas and the State of Oregon, more particularly described as follows:

Commencing at the Southwest corner of said North Clackamas Parks and Recreation District tract;

Thence along the West line of said tract, North 01°25'40" East, a distance of 132.13 feet, to the POINT OF BEGINNING;

Thence North 55°03'50" East, a distance of 197.40 feet;

Thence South 38°41'09" West, a distance of 79.68 feet;

Thence South 42°23'45" West, a distance of 45.83 feet;

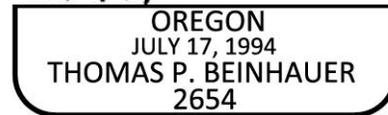
Thence South 78°09'48" West, a distance of 82.88 feet to the POINT OF BEGINNING.

Containing 266,582 square feet or 6.120 acres.

Project No. 10854
Revised: January 29, 2019



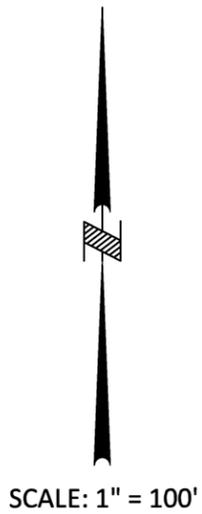
Thomas P. Beinbauer



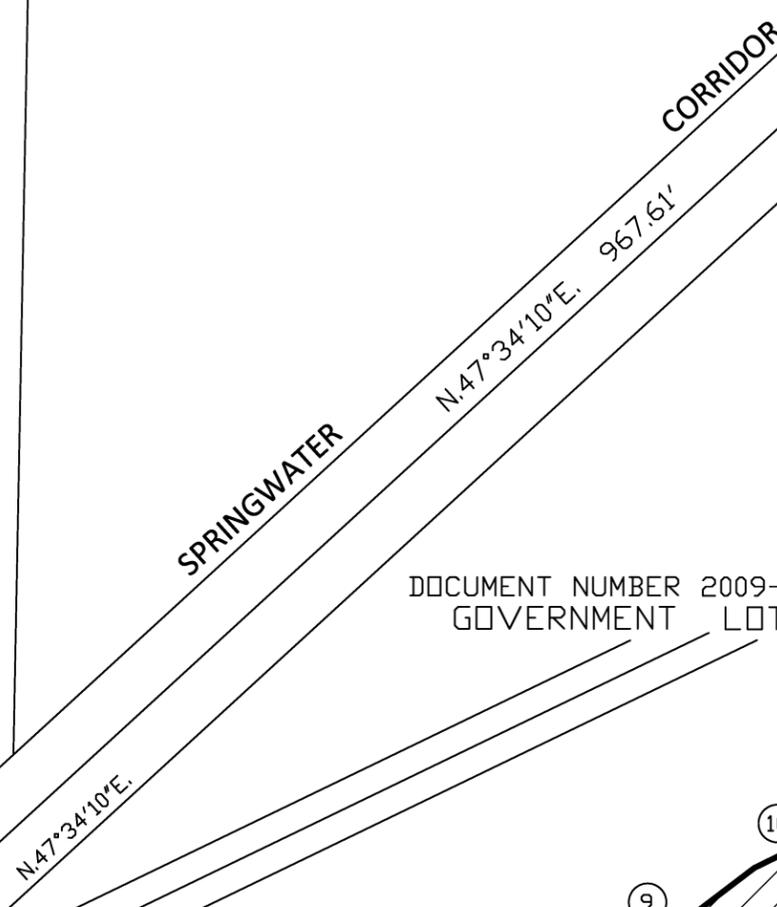
EXPIRES 12-31-2019

**REVISED EXHIBIT B
LUTHER ROAD HABITAT RESTORATION PROJECT
R/W #8762-2 CHANNEL CHANGE AND VEGETATION
MANAGEMENT EASEMENT**

North Clackamas Parks & Recreation District
1S2E29AB Tax Lots 3609, 3700 & 3800



FD 3-1/4" BRONZE DISK
NE COR H. CAMPBELL DLC
U.S.B.T. ENTRY 2002-030



DOCUMENT NUMBER 2009-056372
GOVERNMENT LOT 3

AREA = 263,254 SQ.FT.
6.0435 +/- ACRES

SN 1927-022
BOOK 27, PAGE 112
J.W. LUTHER

DOC NO.
72-37267
LOT 2

FD 1' IP

DOC NO. 2005-031089

LOT 1

76TH INDUSTRIAL
PARK

DOC NO.
73-16828
LOT 4

DOC NO. 92-61645

JOHNSON CREEK-

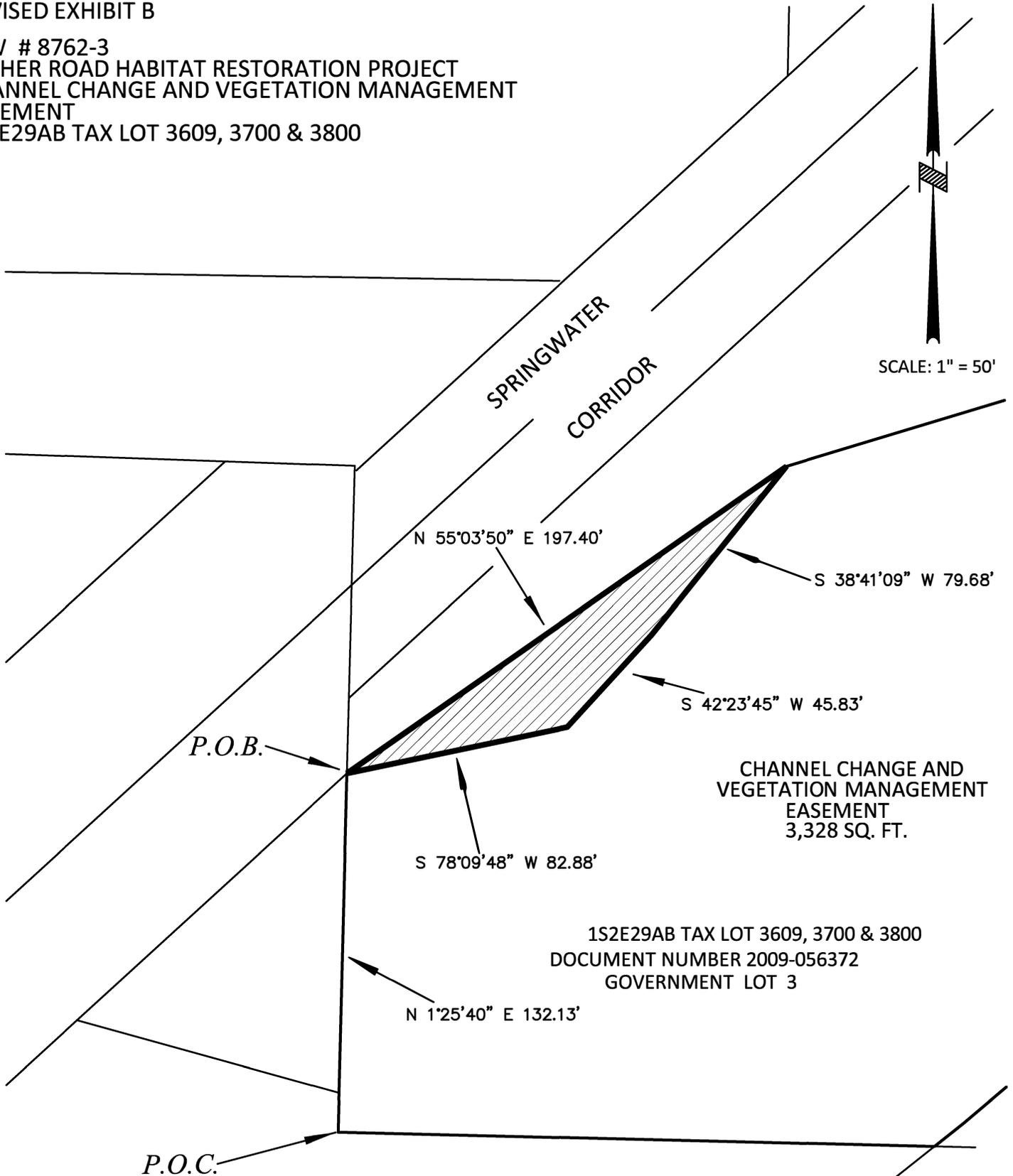
LOT 5
DOC NO. 2006-031743

COURSES		
1	N 01°25'40"E	132.13 '
2	N 78°09'48"E	82.88 '
3	N 42°23'45"E	45.83 '
4	N 38°41'09"E	79.68 '
5	N 73°11'12"E	99.46 '
6	N 86°37'03"E	77.66 '
7	N 79°11'51"E	127.99 '
8	N 80°49'03"E	85.25 '
9	N 52°50'04"E	80.06 '
10	N 63°56'39"E	75.16 '
11	N 69°00'13"E	99.71 '
12	N 16°13'44"E	75.94 '
13	N 52°41'50"W	49.41 '
14	N 20°34'42"W	65.85 '
15	N 19°05'30"E	113.38 '
16	N 08°20'41"E	72.91 '
17	N 17°24'22"E	56.48 '
18	N 41°38'33"E	114.79 '
19	N 47°30'16"E	173.50 '
20	S 01°51'20"W	74.84 '
21	S 43°25'50"W	15.61 '
22	S 36°21'52"W	42.84 '
23	S 43°14'16"W	52.42 '
24	S 22°49'23"W	17.71 '
25	S 35°11'09"W	48.18 '
26	S 25°50'09"W	28.88 '
27	S 00°55'40"W	22.91 '
28	S 29°22'41"E	32.91 '
29	S 01°43'11"W	25.66 '
30	S 19°01'21"E	25.13 '
31	S 06°45'33"E	22.52 '
32	S 52°14'47"E	33.29 '
33	S 20°49'29"E	30.53 '
34	S 27°32'03"E	28.74 '
35	S 09°45'30"E	27.09 '
36	S 45°33'53"E	46.07 '
37	S 28°32'59"E	32.32 '
38	S 05°07'00"E	49.64 '
39	S 03°30'52"E	38.94 '
40	S 03°01'31"E	38.86 '
41	S 01°12'11"W	14.43 '
42	S 44°07'06"W	18.70 '
43	S 44°24'58"W	22.13 '
44	S 58°36'39"W	25.61 '
45	S 78°47'29"W	21.06 '
46	S 55°18'38"W	38.64 '
47	S 50°48'09"W	43.29 '
48	S 61°59'37"W	35.20 '
49	S 59°36'51"W	51.68 '
50	S 64°11'01"W	44.16 '
51	S 71°02'55"W	42.80 '
52	S 74°24'34"W	47.57 '
53	S 71°22'09"W	46.03 '
54	S 83°08'10"W	39.17 '
55	N 80°18'55"W	47.69 '
56	N 73°26'30"W	35.00 '
57	N 86°02'15"W	44.24 '
58	S 63°56'57"W	53.93 '
59	S 67°54'27"W	43.85 '
60	S 50°15'56"W	63.98 '
61	S 42°34'43"W	50.14 '
62	S 45°52'46"W	54.31 '
63	S 49°44'26"W	38.31 '
64	S 51°31'51"W	13.83 '
65	N 88°35'35"W	219.37 '

P.O.B.

REVISED EXHIBIT B

R/W # 8762-3
LUTHER ROAD HABITAT RESTORATION PROJECT
CHANNEL CHANGE AND VEGETATION MANAGEMENT
EASEMENT
1S2E29AB TAX LOT 3609, 3700 & 3800



PBOT
PORTLAND BUREAU OF TRANSPORTATION

SURVEY DEPARTMENT,
1120 SW 5TH AVE., SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB # 10854
REVISED: JANUARY 29, 2019