

Grantor:  
Max L. Bissell  
36910 SE Lusted Road  
Boring, OR 97009

After recording, return to:  
Portland Water Bureau  
Attn: Right of Way Section  
1120 SW 5<sup>th</sup> Avenue, Suite 405  
Portland Oregon 97204

Send tax statements to:  
No Change

Multnomah County Official Records	<b>2024-004479</b>
J.D. Riddle, Deputy Clerk	01/24/2024 01:55:24 PM
EASE-EASE Pgs=8 Stn=77 ATR	\$121.00
\$40.00 \$11.00 \$10.00 \$60.00	

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### TEMPORARY CONSTRUCTION EASEMENT

**Max L. Bissell** (“Grantor”), in consideration of the sum of Thirty Four Thousand Five Hundred and Four and no/100 Dollars (\$34,504.00), and other good and valuable non-monetary consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto the City of Portland (“Grantee”), a municipal corporation of the State of Oregon, by and through its Portland Water Bureau, a temporary easement (this “Easement”) for the purpose of supporting construction activities associated with the Bull Run Pipelines Project W02563 (the “Project”), through, under, over and along the following described area (the “Easement Area”):

As described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.

The Easement Area contains 68,462 square feet, more or less.

The terms of this Easement are as follows:

- A. This Easement is temporary and granted for a term of five (5) years, commencing no earlier than February 1, 2024 and terminating no later than December 31, 2030. The date of commencement of work shall also be the commencement of the five-year term of this Easement.
- B. Grantee will notify Grantor no less than three (3) business days prior to the commencement of work under this Easement.
- C. Grantee will reasonably endeavor to minimize impacts to existing structures and surfaces. However, Grantee may remove any trees, shrubs, brush, paving or other materials or improvements necessary or convenient to facilitate its use of the Easement Area. Upon Project completion, Grantee will restore the disturbed surfaces of the Easement Area to a grade and condition that, in the reasonable judgment of Grantor, (a) is consistent with the grade and condition existing prior to Grantee’s use of the Easement Area, (b) is consistent

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FIDELITY TITLE

with other rights of Grantee to use some or all of the Easement Area under other easement (s), or (c) is consistent with Grantor's requested condition of some or all of the Easement Area upon Project completion. The area of restoration will not include any portions of the public right-of-way, as defined by Grantee.

- D. Grantor hereby duly authorizes Grantee to (1) act as an agent of Grantor for purposes of initiation of land use applications and required permits related to Grantee's allowed use of the Easement Area and (2) act as a duly authorized representative of Grantor for signing any such land use or permit applications. Grantor further agrees that this Easement is proof of Grantee's authority to so act as Grantor's agent and representative and that no additional writing or proof is required for initiation or signature of land use or permit applications.
- E. Grantee, its agents, contractors, employees, and public utilities shall have the right to enter upon and use the Easement Area for the purposes described and authorized herein.
- 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 to Grantee.
- G. This Easement runs with the land and binds 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 person(s) executing this Easement on behalf of Grantor have the legal power, right, and actual authority to bind Grantor to the terms and conditions of this Easement, that the Easement Area is free from all liens and encumbrances that would materially affect the grant of this Easement, and that Grantor will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. Grantor agrees that the consideration recited herein is representative of fair market value for this Easement, which includes damages to the property remainder, if any, resulting from Grantee's acquisition or use of the Easement Area. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any construction activities.
- J. Grantor represents that, to the best of Grantor's knowledge after appropriate inquiry under the circumstances, there are no violations of local, state, or federal environmental laws or regulations related to the Easement Area.
- K. Grantor represents that Grantor has disclosed all knowledge of any release of hazardous substances onto or from the Easement Area and disclosed any known report, investigation, survey, or environmental assessment that may provide information relevant to the Easement Area. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

- L. Grantor warrants that, to the best of Grantor's knowledge after appropriate inquiry under the circumstances, there are no undisclosed underground storage tanks, as defined under Oregon law, presently on or under the Easement Area.
- M. Grantee, by accepting this Easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Easement Area, and Grantor is not attempting to convey any such liability.
- N. Grantor holds Grantee, its officers, employees, and agents, harmless from any expense, loss, or liability, including legal fees, arising from claims for property damage or personal injury or death not caused by Grantee's use of the Easement Area.
- O. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7, Grantee shall indemnify and hold Grantor harmless from any loss, liability or expense to the extent arising out of Grantee's breach of any provision of this Easement or out of any activities of Grantee and its officers, employees, agents and contractors on the Easement Area or Access Area, provided, however, that Grantee shall not be required to indemnify and hold harmless Grantor if and to the extent that any such loss, liability or expense was (a) caused by the negligence or willful misconduct of Grantor, or (b) related to pre-existing conditions at the Easement Area or the mere discovery by Grantee of adverse physical conditions affecting the Easement Area.

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Grantor has duly executed this instrument on 1-8, 2024.

Max Bissell, by Cindy Rae Riggs POA  
Max L. Bissell, by Cindy Rae Riggs,  
attorney-in-fact

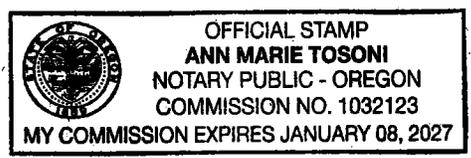
Max L Bissell by Michael Leroy Bissell POA  
Max L. Bissell, by Michael Leroy Bissell,  
attorney-in-fact

State of OREGON

County of Multnomah

This instrument was acknowledged before me on January 8, 2024 by  
Cindy Rae Riggs and Michael Leroy Bissell, as attorneys-in-fact for Max L. Bissell.

Ann Marie Tosoni  
Notary Public – State of Oregon



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Approved and accepted pursuant to ORS 93.808 and by authority granted to the Administrator and/or Chief Engineer of the Portland Water Bureau of the City of Portland, a municipal corporation of the State of Oregon, by Ordinance No. 191094, passed on December 7, 2022 by the City Council of the City of Portland, Oregon.

By: Jodie Inman

Date: 1/23/2024

Name: Jodie Inman, PE

Title: Chief Engineer or designee,  
Portland Water Bureau

Approved as to form:

Maja K. Haium

City Attorney Maja K. Haium  
01/17/2024

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## **EXHIBIT A**

### **Legal Description**

**For**

### **Temporary Construction Easements**

**File No. W02563-01**

**August 16, 2022**

A portion of the property conveyed to Max L. and Fern E. Bissell, husband and wife, as Document No. 90-073058, Multnomah County Official Records, Multnomah County, Oregon and also described a Parcels 1 and 2 of Partition Plat Number 1991-111 recorded in Multnomah County Plat Records, said Multnomah County, and located in the SW Quarter of Section 23, Township 1 South, Range 4 East, Willamette Meridian, more particularly described as follows:

#### **Parcel 1 - Temporary Construction Area No. 1**

COMMENCING at the Southwest corner of said Section 23; thence South 89°00'07" East 2251.25 feet along the south line of said Section 23 to the southeast corner of the said Bissell property, being a point on the southwesterly right-of-way line of Lusted Road; thence North 49°42'01" West 157.88 feet along said southwesterly line right-of-way line to a point 100.00 feet north of, when measured at a right angle, to the said south line; thence North 89°00'07" West 848.21 feet parallel with the said south line to a point in the east line of said Parcel 1, being the Point of Beginning of this description; thence continuing North 89°00'07" West 161.30 feet; thence North 13°55'35" West 50.37 feet; thence North 61°32'07" East 62.47 feet to an angle point in the west line of said Parcel 1; thence North 28°28'19" East 50.31 feet; thence South 89°00'07" East 62.80 feet; thence South 48°05'52" East 45.55 feet to a point in the east line of said Parcel 1; thence South 01°20'21" West 94.21 feet along said east line to the Point of Beginning.

Containing 17,048 square feet, more or less.

#### **Parcel 2 - Temporary Construction Area No. 2**

COMMENCING at the Southwest corner of said Section 23; thence South 89°00'07" East 2251.25 feet along the south line of said Section 23 to the southeast corner of the said Bissell property, being a point on the southwesterly right-of-way line of Lusted Road; thence North 49°42'01" West 157.88 feet along said southwesterly line right-of-way line to a point 100.00 feet north of, when measured at a right angles, to the said south line; thence North 89°00'07" West 654.61 feet parallel with the said south line to a point, being the Point of Beginning of this description; thence continuing North 89°00'07" West 193.60 feet to a point on the west line of said Parcel 2; thence North 01°20'21" East 94.21 feet along the west line of said Parcel 2; thence North 39°34'21" East 48.20 feet; thence South 57°44'22" East 148.24 feet; thence South 32°25'41" East 65.85 feet to the Point of Beginning.

Containing 16,259 square feet, more or less.

**Parcel 2 - Temporary Construction Area No. 3**

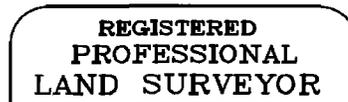
COMMENCING at the Southwest corner of said Section 23; thence South 89°00'07" East 2251.25 feet along the south line of said Section 23 to the southeast corner of the said Bissell property, being a point on the southwesterly right-of-way line of Lusted Road; thence North 49°42'01" West 157.88 feet along said southwesterly line right-of-way line to a point 100.00 feet north of, when measured at a right angle, to the said south line, being the Point of Beginning of this description; thence North 89°00'07" West 524.40 feet parallel with the said south line; thence North 28°21'41" West 14.91 feet; thence North 85°01'13" East 186.95 feet; thence North 48°05'10" East 195.70 feet to the said southwesterly right-of-way line of Lusted Road; thence South 49°42'01" East 261.62 feet along said southwesterly right-of-way line to the Point of Beginning.

Containing 35,155 square feet, more or less.

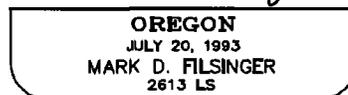
The basis of bearings for this description is grid north, Oregon State Plane Coordinate System, North Zone.

This Temporary Construction Easement will terminate five (5) years from the beginning of the easement term stated in an executed Temporary Construction Easement agreement, or five (5) years after possession of the Subject Property Interests through eminent domain procedure, or the conclusion of the Project, whichever is earlier.

End of Description.



*Mark Filsinger*



RENEWAL DATE: 12/31/2023

