

**Grantor's Name and Address:**

**SEWER EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that \* (“Grantor”), in consideration of the restoration or replacement of Grantor’s property’s sanitary sewer lateral by the City of Portland (“Grantee”), a municipal corporation of the State of Oregon, does hereby grant unto said City of Portland an easement for the purpose of laying down, constructing, reconstructing, operating, inspecting, and monitoring sewers and appurtenances through, under, over and along the following described parcel (“the Property”):

Option 1 - The real property described in \_\_\_\_\_ (book), \_\_\_\_\_, (page).  
\_\_\_\_\_ (recorded on), Multnomah County Deed Records

Option 2 - \_\_\_\_\_ (Lot), \_\_\_\_\_ (Block), \_\_\_\_\_ (Addition), in the  
\_\_\_\_\_ (quarter), of \_\_\_\_\_ (Section), \*, T\*, R\*, W.M., City of Portland,  
County of Multnomah, State of Oregon

The Property is more commonly known as \_\_\_\_\_ (Street Address).

This easement is 15 feet wide, is centered on the sanitary sewer lateral that serves the Property, and is bounded by the public right-of-way on one end and the cleanout nearest the foundation wall of Grantor’s residence on the other. This easement area contains \_\_\_\_\_ square feet, more or less, and is generally depicted on Exhibit A attached hereto.

IT IS UNDERSTOOD and agreed that:

- A. This easement will terminate at the earlier of the following: The date on which Grantee formally abandons its rights to this easement in writing; or January 1, 2030.

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R/W #*	After Recording Return to: _____
BES #*	*, City of Portland _____
SID*	1120 SW 5th Avenue, Suite 800 _____
	Portland, OR 97204 _____
	Tax Statement shall be sent to: No Change _____

- B. Grantee will endeavor to minimize impacts to existing structures and surfaces. Grantee will restore the easement area to a condition as good as or better than the condition that existed before the work began, but only to the following extent: Grantee will replace or repair any utility service lines, irrigation pipes, fences, concrete walkways, steps, or structural and decorative features damaged by Grantee or its contractors. The area of repair or replacement will be limited to the area of damage and may have appearance variations due to age or weathering. Grantee will level the surface of the easement and re-seed and/or replace bark dust as needed.
- C. No other utilities, buildings, facilities, easements, material storage, grade change or tree planting will be allowed within the easement boundaries without prior written consent of the Director of the Bureau of Environmental Services. Landscaping which by its nature is shallow-rooted and may be easily removed to permit access to the sewer lines and facilities authorized by this easement shall not require consent.
- D. This easement includes the right of access for construction, inspection, maintenance or other sewerage system activities.
- E. This easement does not grant or convey to Grantee any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, operating, inspecting and maintaining the same.
- 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 \* has/have\* 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 \* will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. Grantor accepts the consideration provided by Grantee 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 \* has/have\* 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. 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.

- L. Grantee will warrant the pipe material used and the quality of the work performed under this easement for a period of two years following the issuance of a Notice of Completion of the rehabilitation of the lateral by Grantee. Grantee will not be responsible for operational problems such as sewer backups if such problems can reasonably be attributed to the use or misuse of the sewer by Grantor or Grantor's invitees or contractors.

**INSERT APPROPRIATE SIGNATURE AND NOTARY BLOCK**

APPROVED:

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Bureau of Environmental Services Director  
or designee

APPROVED AS TO FORM:

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City Attorney

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