

Robert Bowles & Chrystal Shaw Bowles  
6200 NE 32<sup>nd</sup> Place  
Portland OR 97211  
GRANTEES

Devon T King  
834 N Killingsworth Court  
Portland OR 97217  
GRANTORS

**After recording return to:**

Robert Bowles & Chrystal Shaw Bowles  
6200 NE 32<sup>nd</sup> Place  
Portland OR 97211

**SEWER LINE EASEMENT AND MAINTENANCE AGREEMENT**

**Recitals**

**Whereas:**

A. **Robert Bowles & Chrystal Shaw Bowles** (hereinafter “Grantees”) are the owners of a parcel of real property located at **824 N Killingsworth Court**, in the City of Portland, Multnomah County, Oregon (hereafter “Grantees’ Property”). The legal description of Grantees’ Property is **M PATTONS & SUB, W J PATTON'S SUB BLK I, BLOCK 5, E 1/2 OF LOT 1&2**, in the City of Portland, County of Multnomah and State of Oregon.

B. **Devon T King** (hereinafter “Grantors”) is the owner of a parcel of real property located at **834 N Killingsworth Court**, in the City of Portland, Multnomah County, Oregon (hereafter “Grantors’ Property”). The legal description of Grantors’ Property is **M PATTONS & SUB, W J PATTON'S SUB BLK I, BLOCK 5, W 1/2 OF LOT 1, N 12' OF W 1/2 OF LOT 2**, in the City of Portland, County of Multnomah and State of Oregon.

C. The current party sewer line serving Grantees’ Property is not functioning for Grantees’ Property, and it has become necessary to establish a separate sewer line. Grantees need and desire access across Grantors’ Property to construct a new sewer line, connect to the public sewer and maintain the new connection to the public sewer. Grantors agree to allow an easement to be established across Grantors’ Property to allow for the sewer construction, connection and future maintenance.

D. The parties desire to enter into an agreement to create an express, written easement for the sewer line, a maintenance agreement for the repair and maintenance of the sewer line, and to establish rules and regulations to govern the use, maintenance and repair of the easement.

WHEREFORE, in consideration of the above recitals, the parties enter into the following:

**Agreement**

1. Creation of Easement for Sewer Line; Location. Grantors grant Grantees an easement for the sewer line as depicted in the drawing set forth in attached Exhibit A and as described as follows:

A sanitary sewer easement located on the South 10 feet of **M PATTONS & SUB, W J PATTON'S SUB BLK I, BLOCK 5, W 1/2 OF LOT 1, N 12' OF W 1/2 OF LOT 2**, in the City of Portland, County of Multnomah and State of Oregon.

2. Use and purpose of the easement. Grantees, and all future owners of Grantees' Property, and their agents, independent contractors and invitees, shall use the easement only for a sewer line and maintenance and repair of the sewer line over Grantors' Property. The purpose of the easement is primarily for personal, family and household use by Grantees and the future owners of Grantees' Property, and their agents, independent contractors and invitees.

3. Type of easement. The easement created by this grant and agreement is an easement appurtenant, not an easement in gross.

4. Duration of the easement. The easement shall be perpetual and shall inure to the benefit of Grantees, their successors in interest, heirs and assigns and all future owners of Grantees' Property.

5. Relationship to other easements or encumbrances. This easement is granted subject to all prior easements or encumbrances of record.

6. Acceptance of terms; Deed. By acceptance of the deed to their property, future owners of Grantees' Property and Grantors' Property become parties to and are bound by this agreement whether or not expressly stated in their deed.

7. Maintenance and Repair of the Sewer Line. Grantees and their successors in interest agree to maintain and repair the easement at their own expense according to the terms set forth in this agreement. Following any repair or maintenance, Grantees will return the easement to the same condition it was in prior to the repair or maintenance. All maintenance and repairs shall be completed within a reasonable period of time.

Grantors, and their successors in interest, shall have no responsibility for or be obligated in any way to pay for any maintenance and repair of the easement except as set forth in this paragraph. Any damage to the easement or the sewer line due to the intentional, negligent or abnormal use by any party, or the party's agents, invitees or independent contractors, shall be the responsibility of that party and shall be repaired at that party's sole expense.

8. Use of easement by owners of Grantors' Property. Grantors, and future owners of Grantors' Property, shall be allowed access to the easement and use of the easement so long as such use does not interfere with the use of the easement for its intended purpose or obstruct any portion of the easement. Grantors shall not place or allow any obstructions to be placed within the easement that would in any way interfere with the use of easement for its intended purpose.

9. Part of the consideration for the execution of this easement is to provide for compliance with Oregon Plumbing Specialty Code Section 721 (2011 Edition), which provides that private sewers may not be located on property lots other than the lot which is the site of the building or structure served by the sewer, unless an easement is provided in a form that is acceptable to the City of Portland as the local building code administrative authority. The parties agree that the City of Portland is an intended third party beneficiary of this easement, and that the easement may not be modified, amended, or dissolved without the prior written approval of the City of Portland.

10. OREGON LAW AND FORUM.

The Declaration shall be construed according to the laws of the State of Oregon even if Oregon's choice of law rules otherwise would require application of the law of a different jurisdiction. Any litigation arising under or regarding this Declaration shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon, Portland Division. Any arbitration or other form of alternative dispute resolution arising out of this Declaration shall take place in an appropriate forum within Portland, Oregon.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on \_\_\_\_\_, January, 2016

“Grantees”

“Grantors”

\_\_\_\_\_  
Robert Bowles

\_\_\_\_\_  
Devon T King

\_\_\_\_\_  
Chrystal Shaw Bowles

STATE OF OREGON )

) ss.

County of Multnomah )

Personally appeared the above named Robert Bowles & Chrystal Shaw Bowles, who acknowledged the foregoing to be his/her voluntary act and deed this \_\_\_\_\_ day of January, 2016.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires:\_\_\_\_\_

STATE OF OREGON )

) ss.

County of Multnomah )

Personally appeared the above named Devon T King, who acknowledged the foregoing to be his/her voluntary act and deed this \_\_\_\_\_ day of January, 2016.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires:\_\_\_\_\_

EXHIBIT A

