

When recorded return to:

Scott Turpen
Bureau of Environmental Services
1220 SW Fifth Avenue, Room 1000
Portland, OR 97204

CONSERVATION EASEMENT (ORS 271.715) AND AGREEMENT

THIS CONSERVATION EASEMENT AND AGREEMENT ("Conservation Easement" or "Easement") is made this _____ day of _____, 2010, by Siltronic Corporation ("Siltronic" or "Grantor"), a Delaware corporation, in favor of the City of Portland, a municipal corporation, through its Bureau of Environmental Services ("City" or "Grantee").

RECITALS

WHEREAS, Grantor is the owner in fee simple of certain real property (the Property) located at 7200 NW Front Avenue, , City of Portland, County of Multnomah, State of Oregon, legally described in the attached Exhibit A and incorporated into this Easement by this reference;

WHEREAS, Grantor and Grantee entered into an Agreement for Development dated June 29, 2010 (the DA), a provision of which obligates Grantor to convey a conservation easement to Grantee over a portion of the Property.

WHEREAS, Grantor wishes to convey to the City a permanent non-exclusive conservation easement pursuant to ORS 271.715 *et seq* to protect a portion of the Property from development and preserve it in its natural state (the "Easement Area"), legally described in the attached Exhibit B;

WHEREAS, the Easement Area possesses scenic, open space, habitat and natural resource values of great importance to Grantee, Grantor and the people of the City of Portland ("Conservation Values");

WHEREAS, the Easement Area consists of significant natural resource functions, including habitat for grassland-associated wildlife species, wildlife connectivity between Forest Park, Doane Creek, North Doane Lake and the Willamette River and riparian functions along the open portions of Doane Creek within the Willamette River watershed;

WHEREAS, the specific Conservation Values of the Easement Area have been documented in the *River Plan / North Reach*, including an inventory of relevant features of the Easement Area, which is incorporated into this Easement by this reference. The "Natural Resources Inventory: Riparian Corridors and Wildlife Habitat" section of the *River Plan / North Reach* consists of a narrative including summary information, a site description and natural resource information, maps showing landscape features and natural resource inventory rankings and an aerial photograph, and other documentation related to the Easement Area that provide, collectively, an accurate representation of the Easement Area at the time of this grant and which is intended to serve as an information baseline for monitoring compliance with the terms of this grant;

WHEREAS, Grantor, as owner of the Easement Area, has the right to protect, and preserve the Conservation Values of the Easement Area in perpetuity and desires to transfer such rights to Grantee;

WHEREAS, Grantee is a political subdivision of the State of Oregon, whose purpose includes the protection, management and restoration of urban natural areas; and

WHEREAS, Grantee agrees, by accepting this Easement, to preserve and protect in perpetuity the Conservation Values of the Easement Area for the benefit of this generation and the generations to come;

NOW, THEREFORE, in consideration of the City's agreement to amend the *River Plan / North Reach* to support removal of the (e), (c) and (p) overlay zones from portions of the Property as shown on Exhibit E of the DA, including the Easement Area, and other good and valuable consideration, the mutual agreements set forth in the recitals above, the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of Oregon, Grantor hereby grants to Grantee a perpetual Conservation Easement over the Easement Area of the nature and character and to the extent set forth below. Grantor expressly intends that this Easement run with the land and be binding upon Grantor's personal representatives, heirs, successors, lessees, licensees and assigns in perpetuity. Grantee acknowledges that the Easement is granted subject to all encumbrances affecting the Easement Area as of the date hereof, as listed on Exhibit C, attached hereto and incorporated herein by this reference. All references to "Grantor" herein apply equally to Grantor's personal representatives, heirs, successors, lessees, licensees and assigns.

1. **Conservation Easement.** The purpose of this Conservation Easement is to assure that the Easement Area will be retained forever predominantly in its natural condition as a natural habitat of fish, wildlife and plants; to protect the wildlife habitat connectivity corridor and enhance upland wildlife habitat; and to prevent any use of or activity on the Easement Area that will significantly impair or interfere with the Conservation Values of the Easement Area. The parties intend that this Easement will confine the use of or activity on the Easement Area to such uses and activities that are consistent with this purpose.
2. **Conservation Easement Rights Conveyed to Grantee.** To accomplish the purpose of the Conservation Easement, the following rights are hereby conveyed to Grantee:
 - 2.1 **Identification and Protection.** To identify, preserve and protect in perpetuity and to enhance the Conservation Values of the Easement Area.
 - 2.2 **Access.** Access onto the Easement Area over and through the Siltronic Property shall be permitted with one business day's notice to Grantor. Access to the Easement Area for Grantee's staff, contractors, vehicles and equipment shall be via NW Front Avenue, subject to the limitations below, for the following purposes:
 - 2.2.1 Periodic general inspections by Grantee's staff or contractors to assure compliance with this Easement; provided that Grantee shall provide a minimum of one business day notice to Grantor;

- 2.2.2 Emergency access and entry at other such times as are necessary if there is a reason to believe that a violation of the Easement is occurring or has occurred, for the purpose of enforcing the provisions of this Easement; and
- 2.2.3 Restoration, enhancement and maintenance of the Easement Area's Conservation Values, including native vegetation and wildlife habitat.
- 2.2.4 Grantee's use of NW Front Avenue for access to the Easement Area shall be consistent with applicable requirements for use of the public right-of-way.
- 2.2.5 Grantee's employees and contractors shall participate in safety training provided by Grantor prior to entering on Grantor's property and the Easement Area.

2.3 **Restoration and Enhancement of Native Vegetation and Wildlife Habitat.**
To restore, at Grantee's discretion, but not obligation, native vegetation in the Easement Area, and to enhance wildlife habitat on the Easement Area. Subject to the limitations set forth below, restoration and enhancement may include but is not limited to:

- 2.3.1 Restoration and enhancement work shall comply with all laws, ordinances, regulations, permits and orders applicable to the work. To the extent such work involves or adversely affect any groundwater monitoring wells located within the Easement Area, Grantee shall notify the owner/operator of such well(s) prior to commencement of work and coordinate its work with such party. If any permit is required for the work, Grantee or its contractor shall obtain such permits prior to commencement of the work, and shall provide a copy of the permit to Grantor prior to commencement of work.
- 2.3.2 The obligations set forth in Section 9 of this Easement apply to the work performed by Grantee and its contractors pursuant to Section 2.3 of this Easement.
- 2.3.3 To the extent Grantee's work to be performed under this Easement will include excavation of soils in excess of three feet below the grades existing on the date this Easement is granted, prior to construction Grantee shall submit a copy of all construction plans for the proposed work to Grantor. Such plans shall incorporate design and construction methods to assure lateral support to that portion of the Property lying outside the Easement Area.
- 2.3.4 The removal of existing non-native and competitive vegetation and the planting and maintenance of native vegetation for the purpose of establishing a native plant community;
- 2.3.5 The alteration of the land surface to restore natural systems, habitat, wildlife connectivity and enhance the Conservation Values of the Easement Area; and

- 2.3.6 The alteration and restoration of water courses to restore natural systems and enhance the Conservation Values of the Easement Area.
- 2.4. **Injunction.** To enjoin any use of, or activity in, the Easement Area that is inconsistent with the purpose of this Easement, including trespasses by neighboring property owners and unauthorized access by members of the public, and to require the restoration of such areas or features of the Easement Area as may be damaged by uses or activities contrary to the provisions of this Easement, all in accordance with Section 6 of this Easement.
- 2.5 **Enforcement.** To enforce the terms of this Easement, consistent with Section 6.
- 2.6 **Assignment.** To assign, convey, or otherwise transfer Grantee's interest in the Easement Area in accordance with Section 13.
3. **Prohibited Uses.** Grantor acknowledges and agrees that it will not conduct, engage in or permit any third party to engage in activity on or use of the Easement Area inconsistent with the Purpose of this Easement. The foregoing does not imply that Grantor has an obligation to police third party violations of this Section 3. Without limiting the generality of the foregoing, Grantor and its agents expressly agree that the following activities and uses are inconsistent with the Purpose of this Easement:
- 3.1 **Subdivision.** The legal or "de facto" subdivision of the Property that results in the division of the ownership of the Easement Area.
- 3.2 **Construction.** The placement or construction by Grantor of any buildings, structures or other improvements of any kind including, without limitation, roads and parking areas, except as provided in Section 4 herein.
- 3.3 **Alteration of Land.** The alteration of the surface of the land, including, without limitation, the excavation, fill or removal of soil, sand, gravel, rock, peat, or sod; except for Grantee's activities allowed under Section 2.3 above.
- 3.4 **Alteration of Water Courses.** The draining, filling, dredging, ditching, or diking of wetland areas, the alteration or manipulation of ponds and water courses, or the creation of new wetlands, water impoundments, or water courses; except as deemed necessary by Grantee to preserve, protect or enhance the Conservation Values of the Easement Area.
- 3.5 **Erosion or Water Pollution.** Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters. Grantee acknowledges that the existing land uses on the Property, including without limitation the operation of groundwater monitoring wells within the Easement Area, do not violate this subsection.
- 3.6 **Agricultural Activities.** The conducting of agricultural activities of any kind.
- 3.7 **Waste Disposal.** The disposal or storage of rubbish, garbage, debris, vehicles, abandoned equipment, or hazardous waste or material on the Easement Area.

- 3.8 **Signs.** The placement of commercial signs, billboards, or other advertising material on the Easement Area.
- 3.9 **Hunting.** Hunting or trapping; except to the extent determined necessary by Grantee to preserve, protect or enhance the Conservation Values of the Easement Area.
- 3.10 **Mining.** Subject to the reservation of such rights and/or uses in Grantor's vesting deed, the exploration for, or development and extraction of, minerals and hydrocarbons on or below the surface of the Easement Area.
- 3.11 **Wildlife Disruption.** The disruption of wildlife breeding, foraging and nesting activities.
- 3.12 **Domestic Animals.** Use of the site to exercise or train any domestic animal or livestock on the Easement Area.
- 3.13 **Herbicides or Pesticides.** The use of any herbicides or pesticides; except for Grantee's activities pursuant to Section 2.3 above and except as deemed necessary by Grantee to preserve, protect or enhance the Conservation Values of the Easement Area.
- 3.14 **Removal of Trees and Other Vegetation.** The pruning, cutting down or other destruction or removal of live and dead trees and other vegetation located on the Easement Area; except for exotic trees and vegetation removed as deemed necessary by Grantee to preserve, protect or enhance the Conservation Values of the Easement Area or to conduct educational or research activities consistent with the Purpose of this Easement, except as provided in Section 4 herein.
- 3.15 **Introduced Vegetation.** The introduction of non-native wetland plants and non-native invasive species on the Easement Area. The planting or introduction of any native species of vegetation, except as deemed by Grantee to be consistent with Grantee's restoration plan to enhance and retain the Conservation Values of the Easement Area.
- 3.16 **Harvesting of Native Plants.** The gathering, picking, taking, or harvesting of native plants, or any parts thereof, from the Easement Area, except when used for habitat enhancement within the Easement Area.
- 3.17 **Off-Road Vehicles and Excessive Noise.** The operation of motorcycles, snow mobiles, or any other type of off-road motorized vehicles or the operation of other sources of excessive noise pollution.
- 3.18 **Use of Firearms.** The discharge of firearms, bows and arrows, air guns, slingshots and similar devices.
- 3.19 **Fires.** Fires of all forms.
- 3.20 **Fireworks.** Use of all forms of fireworks.

- 3.21 **Motorized Vehicles.** Operation of motorized or mechanized vehicles or motorized equipment except as provided in Section 4 herein or when approved by Grantee and in association with the maintenance of Conservation Values, and except pursuant to the provisions of Section 2 herein.
- 3.22 **Amplified Sound.** Uses of devices which amplify or emit amplified sound.
4. **Reserved Rights.** Grantor specifically reserves for itself and its personal representatives, heirs, successors and assigns, (and as to the groundwater monitoring wells located on the Property, to the owners and operators thereof), the following uses of and activities on the Easement Area that are consistent with the Purpose of the Easement and that are not prohibited by this Easement:
- 4.1 **Easement Area I: Pre-Construction Phase:**
- 4.1.1 Access to existing gravel road;
 - 4.1.2 Repair and maintenance of existing fence;
 - 4.1.3 Maintenance and sampling of existing groundwater monitoring wells;
 - 4.1.4 Construction of additional groundwater monitoring wells for remediation and monitoring and site investigation activities required by DEQ or EPA in locations reasonably approved by the City;
 - 4.1.5 Access to existing utility corridor;
 - 4.1.6 Habitat restoration activities approved by the City, consistent with the Restoration Plan for the Conservation Easement Area.
- 4.2 **Easement Area I: Construction Phase:**
- 4.2.1 All activities allowed in the Pre-Construction Phase;
 - 4.2.2 Storage of construction equipment and materials if storage cannot reasonably be accomplished first on property outside of the Easement Area or on Area II of the Easement Area; provided that the area of impact is minimized, areas planted within Area I for enhancement purposes are avoided to the maximum degree practicable (as currently defined in Title 33 of the City Code) and the timing and spatial extent of disturbance is reasonably agreed to in writing by the City;
 - 4.2.3 Location of utilities if they cannot reasonably be located outside of the Easement Area or on Area II of the Easement Area;
 - 4.2.4 Emergency vehicle access, provided that no road surfaces shall be constructed.
- 4.3 **Easement Area I: Post-Construction Phase:**
- 4.3.1 All activities allowed in the Pre-Construction Phase except for access to the existing gravel road;
 - 4.3.2 Security operations that cannot reasonably be implemented in Area II.
- 4.4 **Easement Area II: Pre-Construction Phase:** Same as Area I, above.
- 4.5 **Easement Area II: Construction Phase:**
- 4.5.1 All activities allowed in the Pre-Construction Phase;

4.5.2 Storage of construction equipment and materials if storage cannot reasonably be accomplished first on property outside of the Easement Area; provided that the area of impact is minimized, areas planted for enhancement purposes are avoided to the maximum degree practicable (as currently defined in Title 33 of the City Code) and the timing and spatial extent of disturbance is reasonably agreed to in writing by the City.

4.5.3 Location of utilities if they cannot reasonably be located outside of the Easement Area.

4.5.4 Emergency vehicle access, provided that no road surfaces shall be constructed.

4.6 **Easement Area II: Future Construction Phase:**

4.6.1 Access for habitat restoration;

4.6.2 Access for major building modification or reconstruction in accordance with the restrictions for Pre-Construction, Construction and Post-Construction phases as long as any impact to the natural resource values in the Easement Area are temporary and fully mitigated.

4.7 **Restoration/Mitigation Standard:** Siltronic will restore any part of the Easement Area temporarily disturbed by any use or activity allowed by the terms of this Easement to a condition equal to or better than its pre-disturbance condition.

5. **Notice.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Grantor:

Siltronic Corporation
Attention: President
7200 NW Front Avenue
Portland OR 97210

To Grantee:

City of Portland
Bureau of Environmental Service
Attn: Property Manager
1120 SW 5th Avenue, Suite 1000
Portland, OR 97204

With a copy to:

Office of City Attorney
1221 SW Fourth Ave., Room 430
Portland, OR 97204

or to such other address as either party designates by written notice to the other.

6. **Grantee's Remedies.**

- 6.1 **Notice of Violation.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation which specifies that manner in which Grantee

believes Grantor is in violation of an obligation under this Easement, and demand corrective action sufficient to cure the violation and to restore the portion of the Easement Area so injured. Grantor shall thereafter cure the violation or restore any portion of the Easement Area injured by Grantor, except as provided in Section 6.8 herein.

- 6.2 **Grantor's Failure To Respond.** If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day period, fails to begin curing such violation within a 60-day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement; provided that Grantor and Grantee may agree in writing to an extended time period for curing a violation or beginning to cure a violation.
- 6.3 **Grantee's Action to Remedy Violation.**
 - 6.3.1 To enjoin the violation ex parte as necessary, by temporary or permanent injunction;
 - 6.3.2 To require the restoration of the Easement Area to the condition that existed prior to any such injury; and
 - 6.3.3 If complete restoration is not feasible, to recover from Grantor or third parties damages for injury to any of the Conservation Values protected by this Easement, occurring after the date of recording of the Easement, including damages for the loss of scenic, aesthetic or environmental values. Damages recovered by Grantee shall be used to perform mitigation for said injury within the same watershed.
- 6.4 **Immediate Action Required.** If Grantee reasonably determines that circumstances require immediate action to prevent or mitigate immediate and irreparable loss or damage to the Conservation Values of the Easement Area, Grantee may pursue its remedies under paragraph 6.3.1 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 6.5 **Cost of Restoration.** Any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.
- 6.6 **No Waiver.** Grantee acknowledges its commitment to protect the Purpose of this Easement. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor, its agents, employees, contractors, family members, invitees or licensees shall not be deemed or construed to be a waiver by Grantee of such term of any of grant of rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.7 **Acknowledgments.** Grantor and Grantee acknowledge that they have reviewed this Easement and have consulted with and been advised by legal counsel of its terms and requirements.

6.8 **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Easement Area or to recover damages for any injury to or change in the Easement Area resulting from causes beyond Grantor's control including, without limitation natural changes, fire, flood, storm or earth movement, or from acts of trespassers, or from any reasonable and prudent action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes.

7. **Costs, Liabilities and Insurance.**

7.1. Siltronic acknowledges that the City is self-insured.

7.2. The City shall require any contractors performing work for the City in the Easement Area to carry insurance as required by the City's Standard construction specifications in effect at the time, including but not limited to commercial general liability and automobile liability coverage.

7.3. All contractors performing work for the City in the Easement Area shall provide a certificate naming Siltronic, or its successors or assigns, as an Additional Insured.

8. **Taxes.** Grantor shall pay or obtain payment before delinquency of all taxes, assessments, fees, charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "taxes"), and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee shall not object to a designation of the Easement Area as open space or a habitat area for tax purposes, in order for Grantor to take advantage of any tax benefits that such designation may provide; provided, however, that any such designation would not adversely affect Grantee's rights to use the Easement Area as provided in this Easement. If Grantor allows the taxes to go into arrears, Grantee is authorized, but in no event obligated, to make or advance such payment of taxes upon ten (10) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement or estimate, and the obligation of Grantor to reimburse Grantee created by such payment shall bear interest until paid by Grantor at the maximum rate allowed by law.

9. **Liability and Indemnity.** To the extent allowed under the Oregon Constitution and to the limits of the Oregon Tort Claims Act, Grantee shall indemnify, defend, and hold harmless Grantor against all losses arising from, related to or associated with Grantee's use of the Easement Area pursuant to the terms of this Easement, except to the extent caused by the negligent or wrongful acts or omissions of Grantor.

Grantor agrees to indemnify, defend, and hold harmless Grantee against all losses arising from, related to, or associated with Grantor's use of the Easement Area pursuant to the terms of this Easement, except to the extent caused by the negligent or wrongful acts or omissions of Grantee

10. **Environmental Representations and Warranties.** Grantor represents and warrants that to the best of Grantor's knowledge

- 10.1 The Parties acknowledge that portions of the Property and the Easement Area are contaminated with Hazardous Substances, as defined by Oregon law.
- 10.2 The Parties agree that the grant of this Conservation Easement does not transfer to the City any liability for preexisting contamination on or from the Property, including the Easement Area.
- 10.3 Prior to implementing any restoration activities the City will provide to Siltronic a Conceptual Plan/Pre-Design restoration plan for the Easement Area. Siltronic will provide to the City upon request all data collected and studies prepared by or on behalf of Siltronic pursuant to Orders and Agreements with DEQ and EPA, or prepared by other adjacent property owners that are known to and in the possession of Siltronic or its consultants that address environmental contamination in the area proposed for restoration activities. Grantee shall determine whether it is practicable to implement the proposed restoration activities upon consideration of information regarding contamination, groundwater monitoring wells or remediation activities undertaken by Siltronic or others.
- 10.4 Except for the ongoing Portland Harbor Superfund Site investigation, Grantor knows of no pending or threatened litigation affecting the Easement Area that will materially impair the Conservation Values of any portion of the Property.
- 10.5 Grantee shall maintain any obligation of confidentiality with regard to documents provided by Grantor that are subject to the confidentiality provisions of the Lower Willamette Group.

11. Subsequent Transfer and Extinguishment

- 11.1 **Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by mutual agreement of the parties or by judicial proceedings in a court having jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Easement Area subsequent to such termination or extinguishment, shall be determined in accordance with applicable law. Grantee shall use all such proceeds to acquire a replacement conservation easement in the same watershed.

11.2 Subsequent Transfers. Grantor agrees to:

- 11.2.1 Incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest;
- 11.2.2 Describe this Easement in and append it to, any executory contract for the transfer of any interest in the Easement Area; and
- 11.2.3 Give written notice to Grantee of the transfer of any interest in all or a portion of the Easement Area no later than forty-five (45) days prior to

the date of such transfer. Such notice to Grantee shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

12. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may mutually amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable), and ORS 271.715-795. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, and shall be recorded in the official records of Multnomah County, Oregon, and any other jurisdiction in which such recording is required.
13. **Assignment.** Grantee may assign this Conservation Easement to a qualified government or non-profit entity without the agreement of Grantor. Any other assignment of this Easement by Grantee or any subsequent assignment must be approved by Grantor, which approval shall not be unreasonably withheld. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the Purpose of this Easement. Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment. In the event that an assignee assumes the obligations of Grantee hereunder, then Grantee shall have no further liability with respect to this Agreement.
14. **Recording.** Grantee shall record this instrument in a timely fashion in the official records of Multnomah County, Oregon, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Easement.
15. **General Provisions.**
 - 15.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Oregon.
 - 15.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of ORS Chapter 271. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
 - 15.3 **Severability.** If any provision of this Easement, or its application to any person, entity, or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

- 15.4 **Entire Agreement.** This instrument and the DA set forth the entire agreement of the parties with respect to the Easement Area and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Area, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 12. In the event there is a conflict between the terms and conditions of this Easement and the terms and conditions of the DA, the Easement shall control.
- 15.5 **No Forfeiture.** Nothing contained in this Easement will result in a forfeiture or reversion of Grantor's title in any respect.
- 15.6 **Successors and Assigns.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties to this Easement and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Easement Area.
- 15.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon assignment of the party's interest in the Easement or transfer of Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive assignment or transfer.
- 15.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 15.9 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 15.10 **Attorney Fees.** In the event suit or action is instituted for a declaration of rights hereunder or to enforce any of the provisions of this Easement, the parties agree to pay, in addition to costs and disbursements, such sum as the trial court or appellate court may determine to be reasonable as attorney's fees to be awarded the prevailing party.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this _____ day of _____, 2010.

GRANTOR:

By: _____

Its: _____

Exhibits:

- A Legal Description of Grantor's "Property"
- B Legal Description of Grantee's "Easement Area"
- C Encumbrances

State of Oregon)
) ss.
 County of _____)

On this _____ day of _____, 2010, before me _____,
 the undersigned Notary Public, personally appeared _____,
 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.

 My commission expires: _____

[SEE GRANTEE'S ACKNOWLEDGMENTS ON NEXT PAGE]

GRANTEE, CITY OF PORTLAND, does hereby accept the above Deed of Conservation Easement and Agreement this _____ day of _____, 2010.

GRANTEE:
CITY OF PORTLAND
Bureau of Environmental Services

By: _____
Name: _____
Its: _____

State of Oregon)
) ss.
County of Multnomah)

On this _____ day of _____, 2010, before me _____,
the undersigned Notary Public, personally appeared _____
_____ as _____ of the CITY
OF PORTLAND, 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:

EXHIBIT A
Legal Description of Grantor's "Property"

EXHIBIT B
Legal Description of Easement Area

EXHIBIT C
Encumbrances

This deed is being rerecorded to correct the state of incorporation of the Developer.

D E E D

APR 12 1989 REC 1589
BOOK 1989-788-339

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland (which, together with any successor public agency designated by or pursuant to law is herein called the "Agency"), in consideration of Nine Hundred Seventy-seven Thousand Fifty-two and 80/100's Dollars (\$977,052.80) to it paid by WACKER SILTRONIC CORPORATION, Delaware a ~~Marxmark~~ corporation (hereinafter called the "Developer"), does hereby grant, bargain, sell and convey unto the said Developer, and unto its successors and assigns, all the following described real property (the "Property") with the tenements, hereditaments and appurtenances, situated in the County of Multnomah, State of Oregon, to-wit:

A tract of real property situated in Section 12 and 13, Township 1 North, Range 1 West, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being more particularly described as follows:

BEGINNING at a point on the boundary line between the Milton Doane and the N.W. Baker Donation Land Claim that is North 33° 31' 25" East 507.67 feet from the intersection of said line with the center line of the NORTHERN PACIFIC RAILROAD main line; thence North 33° 31' 25" East along said boundary line 1152.88 feet to the established United States Outer Harbor Line; thence South 59° 04' 25" East along said Harbor Line 1834.93 feet to an angle point; thence South 45° 13' 21" East 301.91 feet to the intersection of said Harbor Line and the Northwesterly right-of-way of the Spokane, Portland and Seattle Railway Company; thence along

1 - Deed

CITY OF PORTLAND CONSERVATION EASEMENT

EXHIBIT A

said right-of-way South 42° 01' 25" West 394.58 feet; thence leaving said right-of-way North 47° 58' 35" West 18.28 feet to the beginning of a 60.00 foot radius, non-tangent curve to the left; thence along said curve thru a central angle of 240° 36' 49" (the long chord bears South 32° 56' 32" West 103.60 feet) a distance of 251.97 feet to a point of reverse curvature; thence along the arc of a 151.00 foot radius curve thru a central angle of 0° 56' 25" (the long chord bears South 86° 53' 40" East 2.48 feet) a distance of 2.48 feet to the intersection of said curve with the Northwesterly right-of-way of the Spokane, Portland and Seattle Railway Company; thence South 42° 01' 25" West along said right-of-way 764.89 feet to a point on the North line of vacated N.W. Front Avenue; thence South 54° 26' 05" East along said line 29.69 feet to a point on a line parallel to and 120.50 feet Northwesterly of, when measured at right angles, the centerline of the Spokane, Portland and Seattle Railway Company's Willamette River Bridge extended; thence South 42° 01' 25" West along said line, 418.21 feet; thence along the arc of an increasing spiral curve to the right; a-10, thru a central angle of 5° 00' 00" (the long chord bears South 43° 36' 45" West 91.24 feet) a distance of 91.27 feet to the beginning of a 473.69 foot radius curve to the right; thence along said curve thru a central angle of 90° 01' 00" (the long chord bears North 87° 58' 05" West 670.00 feet) a distance of 744.21 feet; thence along the arc of a decreasing spiral curve right, a-10, thru a central angle of 5° 00' 00" (the long chord bears North 39° 32' 55" West 91.24 feet) a distance of 91.27 feet to a point of tangency; thence North 37° 54' 03" West 189.62 feet to a point on the Southeasterly line of that tract conveyed to the Spokane, Portland and Seattle Railway Company by Warranty Deed dated August 7, 1906, and recorded in Book 367, Page 251, Multnomah County Deed Records; thence North 46° 59' 40" East along said Southeasterly line 3.16 feet; thence North 33° 31' 25" East 80.07 feet to the Northeast corner of said tract; thence North 32° 45' 35" West along the Easterly line of said tract 1100.05 feet to the Southerly right-of-way of N.W. Front Avenue; thence North 33° 31' 25" East, along said right-of-way, 194.09 feet to the beginning of a non-tangent 40.00 foot radius curve to the right; thence along the arc of said curve thru a central angle of 7° 42' 43" (the long chord bears South 87° 43' 10" East 5.38 feet) a distance

BOOK 1289 PAGE 1590
 MAY 19 1980

2 - Deed

CITY OF PORTLAND CONSERVATION EASEMENT

EXHIBIT A

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point 40.00 feet from said railroad right-of-way line; thence Easterly and Northerly parallel with said railroad right-of-way line 685.00 feet more or less to a point 50.00 feet Southwesterly at right angles to aforementioned Southwesterly right-of-way line of vacated NW Front Avenue; thence Northeasterly 50.00 feet more or less to a point on the Southwesterly right-of-way line of said vacated NW Front Avenue at a point 50.30 feet from the point of beginning; thence S 55° 55' 26" E along said Southwesterly right-of-way line of vacated NW Front Avenue 50.30 feet to the point of beginning.

pm1289 hnt1592
m1289 hnt1592

PARCEL II

A tract of land in Section 13, T1N, R1W, W.M., Multnomah County, Oregon, more particularly described as follows:

BEGINNING at the point of intersection of the Northeasterly right-of-way line of vacated NW Front Avenue (100 feet wide) as vacated by Ordinance No. 146216, passed by the Council of the City of Portland, July 27, 1978, with the Northwesterly right-of-way line of the Spokane, Portland and Seattle Railroad Company's 300 foot right-of-way; said point being an angular point on the Southeast line of a tract conveyed to Gilbert Schnitzer by Deed recorded April 3, 1964, in Book 13, Page 380, Multnomah County Deed Records; thence N 55° 55' 26" W 20.67 feet; thence Northeasterly to a point 50.00 feet Northerly and 10.00 feet Westerly (measured at right angles from the Easterly line of said Schnitzer tract) from the beginning point as herein previously described; thence Northeasterly 10.00 feet Northwesterly of and parallel with said Schnitzer line 1207.00 feet more or less to the established harbor line of the Willamette River; thence Southeasterly along said harbor line 10.00 feet more or less to the most Easterly corner of said Schnitzer tract; thence Southwesterly along the Easterly line of said Schnitzer tract 1243.04 feet to the point of beginning.

Developer shall provide reasonable access to the City of Portland for the construction and maintenance of such storm sewer.

4 - Deed

CITY OF PORTLAND CONSERVATION EASEMENT EXHIBIT A

JUNE 30, 2010

PROJECT NO. 36013

PORTLAND DEVELOPMENT COMMISSION
SILTRONIC CONSERVATION EASEMENT

Exhibit B

A TRACT OF LAND BEING A PORTION OF PARCEL 1 OF DEED DOCUMENT 14042180, AS RECORDED IN MULTNOMAH COUNTY DEED RECORDS, AND LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, MULTNOMAH COUNTY, OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE BOUNDARY LINE BETWEEN THE MILTON DOANE AND THE N.W. BAKER DONATION LAND CLAIM AND THE CENTER LINE OF THE NORTHERN PACIFIC RAILROAD MAIN LINE; THENCE NORTH $33^{\circ}31'25''$ EAST, 218.45 FEET TO THE WESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF SAID DEED; THENCE ALONG SAID WESTERLY EXTENSION AND SOUTHWESTERLY LINE, SOUTH $32^{\circ}45'35''$ EAST, 1154.66 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH $53^{\circ}18'55''$ EAST, 560.25 FEET TO THE BEGINNING OF A NON-TANGENT 370.00 FOOT RADIUS CURVE (THE RADIUS POINT BEARS NORTH $3^{\circ}55'56''$ EAST); THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $50^{\circ}14'22''$ (THE CHORD OF WHICH BEARS NORTH $68^{\circ}48'46''$ EAST, 314.14 FEET) AN ARC DISTANCE OF 324.43 FEET TO THE END THEREOF; THENCE NORTH $38^{\circ}44'23''$ EAST, 1094.53 FEET; THENCE NORTH $79^{\circ}27'20''$ EAST, 166.59 FEET TO THE BEGINNING OF A NON-TANGENT 60.00 FOOT RADIUS CURVE (THE RADIUS POINT BEARS NORTH $39^{\circ}02'43''$ EAST); THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $36^{\circ}24'37''$ (THE CHORD OF WHICH BEARS SOUTH $69^{\circ}09'35''$ EAST, 37.49 FEET) AN ARC DISTANCE OF 38.13 FEET; THENCE SOUTH $86^{\circ}53'40''$ EAST, 2.48 FEET TO THE SOUTH EASTERLY LINE OF SAID DEED AND A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE ALONG SAID SOUTHEASTERLY DEED LINE AND CONTINUING ON THE SOUTHWESTERLY DEED LINE THE FOLLOWING 9 COURSES, SOUTH $42^{\circ}01'25''$ WEST, 764.89 FEET; THENCE SOUTH $54^{\circ}26'05''$ EAST, 29.69 FEET; THENCE SOUTH $42^{\circ}01'25''$ WEST, 418.21 FEET; THENCE SOUTH $43^{\circ}51'48''$ WEST, 91.23 FEET TO THE BEGINNING OF A NON-TANGENT 473.69 FOOT RADIUS CURVE (THE RADIUS POINT BEARS NORTH $42^{\circ}56'16''$ WEST); THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ}55'44''$ (THE CHORD OF WHICH BEARS NORTH $87^{\circ}58'24''$ WEST, 669.48 FEET) AN ARC DISTANCE OF 743.48 FEET; THENCE NORTH $39^{\circ}44'26''$ WEST, 91.23 FEET; THENCE NORTH $37^{\circ}54'03''$ WEST, 189.62 FEET; THENCE NORTH $46^{\circ}59'40''$ EAST, 3.16 FEET; THENCE NORTH $33^{\circ}31'25''$ EAST, 80.07 TO THE POINT OF BEGINNING.

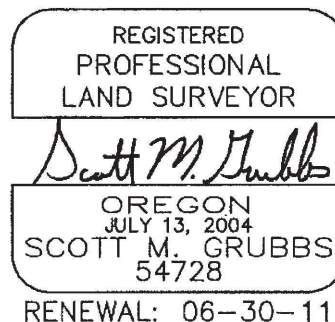
CONTAINING APPROXIMATELY 260,352 SQUARE FEET OR 5.98 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT AFOREMENTIONED POINT "A", THENCE NORTH 42°01'25" EAST, 116.74 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 47°58'35" WEST, 35.85 FEET; THENCE NORTH 9°44'35" WEST, 162.95 FEET; THENCE NORTH 41°42'15" EAST, 214.73 FEET; THENCE SOUTH 42°01'46" EAST, 63.33 FEET; THENCE SOUTH 50°36'51" EAST, 53.40 FEET TO THE BEGINNING OF A TANGENT 40.00 FOOT RADIUS CURVE, CONCAVE WESTERLY; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°38'27", (THE CHORD OF WHICH BEARS SOUTH 20°17'37" EAST, 40.39 FEET) AN ARC DISTANCE OF 42.34 FEET; THENCE SOUTH 10°01'36" WEST, 24.44 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID DEED; THENCE ALONG SAID LINE SOUTH 42°01'25" WEST, 271.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING APPROXIMATELY 44,127 SQUARE FEET OR 1.01 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION IS DEED DOCUMENT 14042180 OF THE MULTNOMAH COUNTY DEED RECORDS.



SECTION 13 T1N, R1W, W.M.

WILLAMETTE RIVER

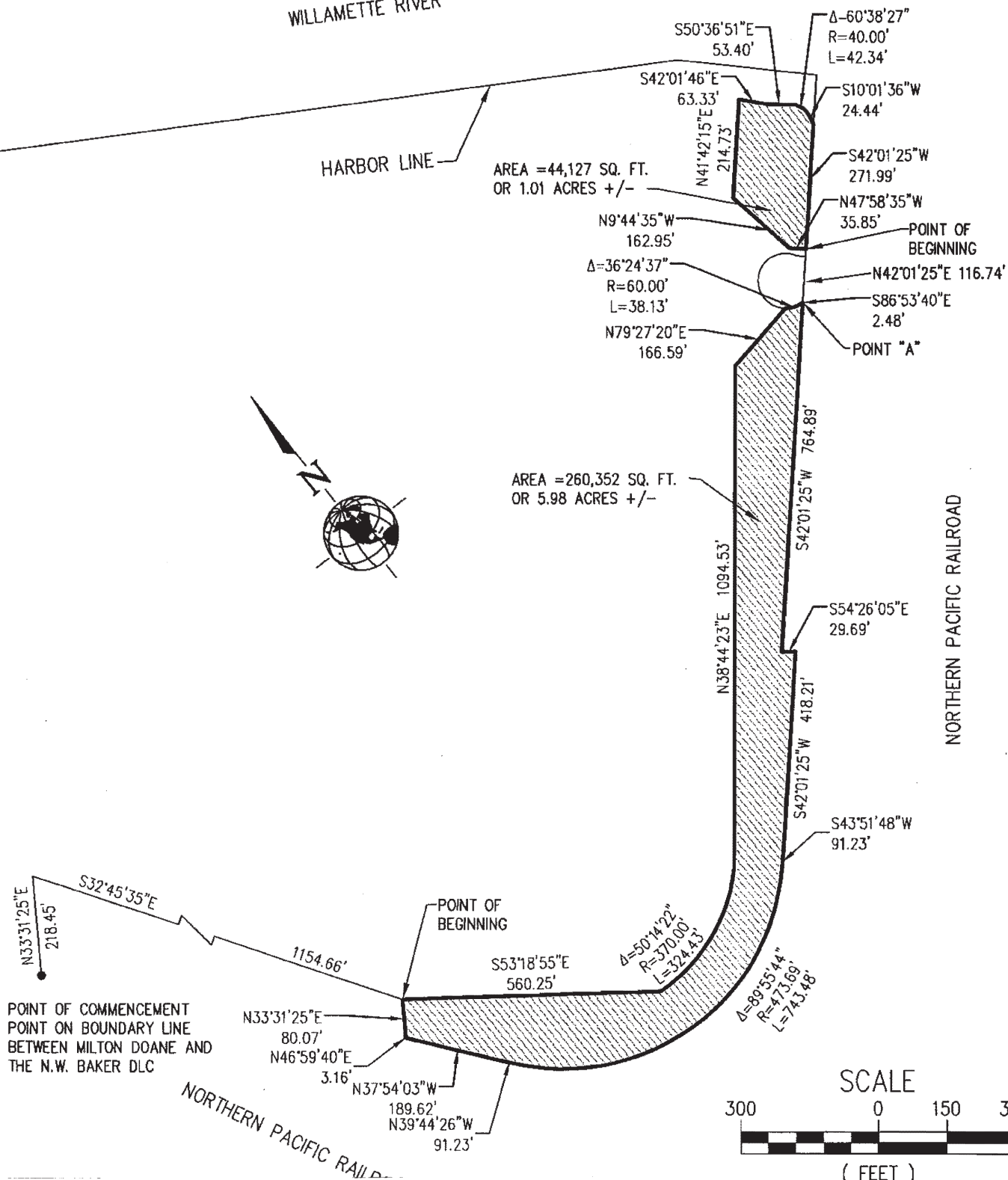
HARBOR LINE

AREA = 44,127 SQ. FT.
OR 1.01 ACRES +/-

AREA = 260,352 SQ. FT.
OR 5.98 ACRES +/-



NORTHERN PACIFIC RAILROAD



SCALE



(FEET)

1 INCH = 300 FT.

**City of Portland Conservation Easement
Exhibit B, Page 3**

1 of 1

EXHIBIT A
PORTLAND DEVELOPMENT COMMISSION
SILTRONIC CONSERVATION EASEMENT

DRAWING INFO

036013

036013-V-EX01

1" = 300'

SHEET INFO

DRAWN

SMG

CHECKED

SWD

LAST EDIT

6/30/10

PLOT DATE

6/30/10

WHPacific

EXHIBIT C

ENCUMBRANCES

Those encumbrances affecting Parcel II of the Property listed in Chicago Title Insurance Company of Oregon Status of Record Title Report dated November 19, 2009, attached hereto.

Exhibit C Conservation Easement Encumbrances
Attachment 1



Chicago Title Insurance Company of Oregon

STATUS OF RECORD TITLE REPORT

8585 SW Cascade Avenue, Suite 200, Beaverton, OR 97008
(503)646-4444 FAX: (503)469-4198

November 30, 2009

TO: Integra Realty Resources
1220 SW Morrison Street, #800
Portland OR 97205
Attn: Donald Singer

Title Number: 472509475607TO-CTOR
Regarding: Siltronic Corporation (R324219 & R324183)
Property Address: 7200 NW Front Avenue
Portland, Oregon
County: Multnomah
DATED AS OF: November 19, 2009, 08:00-AM

PROPERTY

We have searched our Tract Indices as to the following described real property:
See Exhibit A Attached Hereto

VESTING

Siltronic Corporation, a Delaware corporation formerly known as Wacker Siltronic Corporation, a Delaware corporation

RECORDED INFORMATION

Said property is subject to the following on record matter(s):

1. City Liens, if any, in favor of the City of Portland.
2. The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the Land herein described, lying below the high water line of the Willamette River.

The right, title and interest of the State of Oregon in and to any portion lying below the high water line of Willamette River.
3. Any adverse claim based upon the assertion that:
 - a) Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of the Willamette River in the event the boundary of said river has been artificially raised or is now or at any time has been below the high watermark, if said river is in its natural state.
 - b) Some portion of said Land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of the Willamette River, or has been formed by accretion to any such portion.
4. The Land lies within the Northwest Front Avenue Industrial Renewal Project area and is subject to the terms and provisions thereof;

STATUS OF RECORD TITLE REPORT
(Continued)

Recording Date: May 16, 1978
Recording No.: Book 1263, Page 921

5. Disposition and Development Agreement, including the terms and provisions thereof;

Executed by: The City of Portland, acting by and through the Portland Development Commission as the duly designated urban renewal agency of the City of Portland, Wacker Chemical Corporation and Wacker Siltronic Corporation

Recording Date: June 2, 1978
Recording No.: Book 1268, Page 900

First Amendment to Disposition and Development Agreement, including the terms and provisions thereof;

Recording Date: August 10, 1978
Recording No.: Book 1286, Page 1

And Re-Recording Date: August 18, 1978
And Re-Recording No: Book 1288, Page 1599

6. Easements for certain existing utilities and future utilities or other rights of way over those portions of said Land lying within the public right of way (NW Front Avenue) vacated by City of Portland Ordinance No. 146216, and the conditions and restrictions contained therein;

Recording Date: August 29, 1978
Recording No: Book 1290, Page 2418
Affects: A strip of land 100 feet in width across Parcel I

Amended by City of Portland Ordinance No. 165960,

Recording Date: December 28, 1992
Recording No.: Book 2630, Page 2119

And amended by City of Portland Ordinance No. 168684,

Recording Date: May 12, 1995
Recording No.: 95 56336

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: The City of Portland, a municipal corporation of the State of Oregon, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland

Purpose: Storm Sewer
Recording Date: August 17, 1978
Recording No: Book 1288, Page 959

And Re-Recording Date: October 4, 1978
And Re-Recording No: Book 1299, Page 1589
Affects: The southerly and easterly portions of Parcel I

8. Covenants, conditions and restrictions as contained in Deed,

From: The City of Portland, a municipal corporation of the State of Oregon, acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland
To: Wacker Siltronic Corporation, a Delaware corporation

STATUS OF RECORD TITLE REPORT
(Continued)

Recording Date: August 17, 1978
Recording No: Book 1288, Page 959
And Re-Recording Date: October 4, 1978
And Re-Recording No: Book 1299, Page 1589

9. Conditions and restrictions as established by the City of Portland;

Ordinance No/File No: Conditional Use Request No. CU 53-78
Recording Date: September 12, 1978
Recording No: Book 1293, Page 2580

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Portland General Electric Company, an Oregon corporation
Purpose: Electric power substation and electric power lines, structures and appurtenances together with the right to remove "danger trees" on adjacent property
Recording Date: October 31, 1978
Recording No: Book 1305, Page 2571
Affects: The westerly portion of Parcel I

11. Conditions and restrictions as established by the City of Portland:

Purpose: Revocable permits for water service and private storm sewer and manhole under the cul-de-sac at the westerly terminus of NW Front Avenue westerly of NW 61st Avenue
Ordinance No/File No: 147866 and 147867
Recording Date: June 29, 1979
Recording No: Book 1363, Page 1079

12. Conditions and restrictions as established by the City of Portland;

Ordinance No/File No: Greenway Permit No. GP 27-84 and GP 29-84
Recording Date: January 4, 1985
Recording No: Book 1797, Page 1430

13. Conditions and restrictions as established by the City of Portland;

Ordinance No/File No: Conditional Use No. CU 76-84
Recording Date: January 22, 1985
Recording No: Book 1800, Page 1541

14. Conditions and restrictions as established by the City of Portland;

Ordinance No/File No: Greenway Permit No. GP 13-88
Recording Date: August 22, 1988
Recording No: Book 2130, Page 1929

15. Conditions and restrictions as established by the City of Portland;

Ordinance No/File No: Land Use Review No. LUR 91-00130 GW
Recording Date: May 8, 1991
Recording No: Book 2411, Page 1327

16. Conditions and restrictions as established by the City of Portland;

Ordinance No/File No: Land Use Review No. LUR 92-00490 GW
Recording Date: September 4, 1992
Recording No: Book 2584, Page 1305

17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

STATUS OF RECORD TITLE REPORT
(Continued)

Granted to: Portland General Electric Company, an Oregon corporation
Purpose: Electric power transmission lines, telecommunication lines, structures and appurtenances
Recording Date: September 1, 1993
Recording No: Book 2747, Page 861
Affects: Two strips of land 10 feet in width in the westerly portion of Parcel I

18. Conditions and restrictions as established by the City of Portland;

Ordinance No/File No: Land Use Review No. LUR 93-00446 GW (Wacker)
Recording Date: September 23, 1993
Recording No: Book 2765, Page 2417

19. Conditions and restrictions as established by the City of Portland;

Ordinance No/File No: Land Use Review No. LUR 94-00621 GW (Wacker)
Recording Date: October 7, 1994
Recording No: 94 149959

20. Conditions and restrictions as established by the City of Portland;

Ordinance No/File No: LUR 97-00743 GW (Wacker Siltronic)
Recording Date: October 23, 1997
Recording No: 97163850

21. Operation and Maintenance Agreement for Sedimentation Manholes for North Build-Out Project, including the terms and provisions thereof;

Recording Date: December 15, 1997
Recording No.: 97192838

22. State of Oregon Well Ownership Information Form;

Recording Date: January 3, 2002
Recording No.: 2002-000865

23. The Land lies within the Willamette Industrial Urban Renewal Area and is subject to the terms and provisions thereof;

Ordinance No.: 178904
Recording Date: December 7, 2004
Recording No.: 2004-221390

Amended by Instrument,

Recording Date: February 25, 2005
Recording No.: 2005-032882

24. Conditions and restrictions as established by the City of Portland;

Ordinance No/File No: Land Use Review No. LU 06-151914 AD
Recording Date: September 5, 2007
Recording No: 2007-159192

25. Any interest of the person(s) shown below appearing as assessed owner(s) on the county secured tax rolls.

Name(s): Air Liquide Electronics US LP
Account No.: R324184
Map No.: 1N1W13 - 01200-A1

STATUS OF RECORD TITLE REPORT
(Continued)

(Affects Machinery and Equipment)

26. Any interest of the person(s) shown below appearing as assessed owner(s) on the county secured tax rolls.

Name(s): Air Products & Chemicals

Account No.: R533597

Map No.: 1N1W13 - 01200-A3

(Affects Machinery and Equipment)

27. Any interest of the person(s) shown below appearing as assessed owner(s) on the county secured tax rolls.

Name(s): Linde Inc.

Account No.: R567118

Map No.: 1N1W13 - 01200-A4

(Affects Machinery and Equipment)

NOTE: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2009-2010

Amount: \$886,505.77

Levy Code: 730

Account No.: R324183

Map No.: 1N1W13 - 01200

(Affects Parcel I)

NOTE: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2009-2010

Amount: \$26,621.98

Levy Code: 730

Account No.: R324219

Map No.: 1N1W13A - 00100

(Affects Parcel II)

THIS REPORT IS TO BE UTILIZED FOR INFORMATION ONLY.

Any use of this report as a basis for transferring, encumbering or foreclosing the real property described will require payment in an amount equivalent to applicable title insurance premium as required by the rating schedule on file with the Oregon Insurance Division.

The liability for Chicago Title Insurance Company of Oregon is limited to the addressee and shall not exceed the \$400.00 paid hereunder.

Chicago Title Insurance Company of Oregon

Michael Murdoch

michael.murdoch@titlegroup.fntg.com

EXHIBIT "A"

PARCEL I:

A tract of real property situated in Section 12 and 13, Township 1 North, Range 1 West, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at a point on the boundary line between the Milton Doane and the N.W. Baker Donation Land Claim that is North 33°31'25" East 507.67 feet from the intersection of said line with the center line of the Northern Pacific Railroad main line; thence North 33°31'25" East along said boundary line 1152.88 feet to the established United States Outer Harbor Line; thence South 59°04'25" East along said Harbor Line 1834.93 feet to an angle point; thence South 45°13'21" East 301.91 feet to the intersection of said Harbor Line and the Northwestern right-of-way of the Spokane, Portland and Seattle Railway Company; thence along said right-of-way South 42°01'25" West 394.58 feet; thence leaving said right-of-way North 47°58'35" West 18.28 feet to the beginning of a 60.00 foot radius, non-tangent curve to the left; thence along said curve thru a central angle of 240°36'49" (the long chord bears South 32°56'32" West 103.60 feet) a distance of 251.97 feet to a point of reverse curvature; thence along the arc of a 151.00 foot radius curve thru a central angle of 0°56'25" (the long chord bears South 86°53'40" East 2.48 feet) a distance of 2.48 feet to the intersection of said curve with the Northwestern right-of-way of the Spokane, Portland and Seattle Railway Company; thence South 42°01'25" West along said right-of-way 764.89 feet to a point on the North line of vacated N.W. Front Avenue; thence South 54°26'05" East along said line 29.69 feet to a point on a line parallel to and 120.50 feet Northwest of, when measured at right angles, the centerline of the Spokane, Portland and Seattle Railway Company's Willamette River Bridge extended; thence South 42°01'25" West along said line, 418.21 feet; thence along the arc of an increasing spiral curve to the right, $a=10$, thru a central angle of 5°00'00" (the long chord bears South 43°36'45" West 91.24 feet) a distance of 91.27 feet to the beginning of a 473.69 foot radius curve to the right; thence along said curve thru a central angle of 90°01'00" (the long chord bears North 87°58'05" West 670.00 feet) a distance of 744.21 feet; thence along the arc of a decreasing spiral curve right, $a=10$, thru a central angle of 5°00'00" (the long chord bears North 39°32'55" West 91.24 feet) a distance of 91.27 feet to a point of tangency; thence North 37°54'03" West 189.62 feet to a point on the Southeastly line of that tract conveyed to the Spokane, Portland and Seattle Railway Company by Warranty Deed dated August 7, 1906, and recorded in Book 367, Page 251, Multnomah County Deed Records; thence North 46°59'40" East along said Southeastly line 3.16 feet; thence North 33°31'25" East 80.07 feet to the Northeast corner of said tract; thence North 32°45'35" West along the Easterly line of said tract 1100.05 feet to the Southerly right-of-way of N.W. Front Avenue; thence North 33°31'25" East, along said right-of-way, 194.09 feet to the beginning of a non-tangent 40.00 foot radius curve to the right; thence along the arc of said curve thru a central angle of 7°42'43" (the long chord bears South 87°43'10" East 5.38 feet) a distance of 5.38 feet to a point of reverse curvature; thence along the arc of a 60.00 foot radius curve thru a central angle of 130°04'30" (the long chord bears North 31°05'57" East 108.79 feet) a distance of 136.21 feet; thence North 33°31'25" East 3.83 feet to the Northeastly right-of-way of N.W. Front Avenue; thence North 54°26'05" West 50.03 feet to the point of beginning.

TOGETHER WITH THAT TRACT described in Deed recorded December 10, 1979 in Book 1404, Page 2180, Multnomah County Deed Records.

EXCEPTING THEREFROM THAT TRACT described in Deed recorded December 11, 1979 in Book 1405, Page 715, Multnomah County Deed Records.

ALSO EXCEPTING THEREFROM the following described property:

A tract of land in Section 13, Township 1 North, Range 1 West, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon.

Beginning at a point South 86°00'29" West 325.38 feet from the intersection of the Harbor Line and the Northerly

EXHIBIT "A"
(Continued)

line of the S.P.&S.R.R. right-of-way, from which Harbor Line monument No. 50 bears South 42°01'25" West 419.42 feet and South 46°01'03" East 137.16 feet; thence South 35°33'55" West 100.00 feet; thence North 54°26'05" West 90.00 feet; thence South 35°33'55" West 60.00 feet; thence North 54°26'05" West 130.00 feet; thence North 35°33'55" East 160.00 feet; thence South 54°26'05" East 220.00 feet to the point of beginning.

PARCEL II:

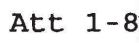
A tract of land in Section 13, Township 1 North, Range 1 West, Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon.

Beginning at a point South 86°00'29" West 325.38 feet from the intersection of the Harbor Line and the Northerly line of the S.P.&S.R.R. right-of-way, from which Harbor Line monument No. 50 bears South 42°01'25" West 419.42 feet and South 46°01'03" East 137.16 feet; thence South 35°33'55" West 100.00 feet; thence North 54°26'05" West 90.00 feet; thence South 35°33'55" West 60.00 feet; thence North 54°26'05" West 130.00 feet; thence North 35°33'55" East 160.00 feet; thence South 54°26'05" East 220.00 feet to the point of beginning.

469.4160

A square diagram with the letters N, S, W, and E positioned at the top, bottom, left, and right respectively, representing cardinal directions.

OR
Y



Map # 1N1W13A 00100

