

## Exhibit A

### TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Oregon Health and Science University ("Grantor"), a public corporation of the State of Oregon, in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration, to it paid by the City of Portland ("Grantee"), a municipal corporation of the State of Oregon, does hereby grant unto Grantee a temporary non-exclusive easement for construction of street improvements associated with the SW Bond Avenue Project. The easement area is described on Exhibit A and depicted on Exhibit B (the "Easement Area"), which exhibits are attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is for a term of Thirty-Five (35) months, commencing no earlier than September 1st, 2016 and terminating, automatically, without any action by Grantor or Grantee no later than July 31<sup>st</sup>, 2019. Such date may be extended upon mutual written agreement of the parties.
- B. During the time this easement is in effect, Grantor shall have access to the easement area at all times and may use the Easement Area for its own construction-related purposes. Such access and use shall not be deemed to be inconsistent with or otherwise deemed to interfere with the rights granted to Grantee hereunder. Grantor and Grantee shall coordinate their activities in the Easement Area by means of a weekly coordination meeting chaired by Grantor or its contractors. If through the weekly coordination meeting Grantor and Grantee are not able to agree on shared use of the Easement Area, conflicts shall be elevated to the Director of the City of Portland Bureau of Transportation and the Associate Vice President of Campus Development and Administration at Oregon Health and Science University for discussion and resolution.
- C. Except in cases of emergency, Grantee agrees to provide Grantor with at least seven (7) days' notice prior to commencing work under this easement.
- D. Grantee will repair all damage to the Easement Area caused by Grantee's acts or omissions in the Easement Area and will restore the Easement Area to a condition that is as good as the condition existing prior to the activities authorized by this easement. However, this requirement does not apply to the portions of the Easement Area on which Grantor will grant permanent slope easements or dedicate to Grantee as SW Bond Avenue right-of-way.
- E. Grantor reserves all other rights not conveyed herein, but will not exercise those rights in any manner that would be inconsistent or interfere with or affect rights herein granted, provided that the rights granted hereunder are subject to matters of public record.

- F. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee and Grantor.
- G. Grantor represents and warrants that it has the authority to grant this easement and that the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, except for matters of public record.
- H. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration, if any, paid by Grantee accepted 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.
- I. Grantor represents that to Grantor's knowledge the subject property is in material compliance with all local, State and Federal environmental laws and regulations for which noncompliance would materially impede work conducted pursuant to the easement.
- J. Grantor represents that it 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 regarding the Easement Area. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law. Disclosure of such knowledge and reports, investigations, surveys or environmental assessments includes, but is not limited to, the following documents (collectively, the "Schnitzer Campus DEQ Documents"), as they may be amended from time to time and provided to Grantee by Grantor, and the information contained therein:
- (a) "Record of Decision for Schnitzer Investment Corp. Moody Avenue Site Unit C," issued and approved by the Oregon Department of Environmental Quality and dated September 1993;
  - (b) "Stipulation and Consent Decree for Unit C" entered into between the State of Oregon as plaintiff and Schnitzer Investment Corp. as defendant in the Circuit Court of Oregon for Multnomah County, Case No. 9508-05494, dated August 8, 1995, recorded December 7, 1995 at Recorder's Fee No. 95152264;
  - (c) "Declaration of Restrictive Covenants for the Moody Avenue Site Unit C, Multnomah County, Oregon," dated November 21, 1995 and recorded December 7, 1995 at Recorder's Fee No. 95152263;
  - (d) "Interim Site Management Plan for the OHSU Schnitzer Campus (ECSI 875) Portland, Oregon," prepared for OHSU by Bridgewater Group, Inc. and dated June 30, 2008;
  - (e) "2006 Soil Sample Results Schnitzer Campus Unit B Portland, Oregon," dated June 24, 2008 and prepared by Bridgewater Group, Inc.;
  - (f) "Record of Decision for Schnitzer Investment Corp. Moody Avenue Site Unit A" issued and approved by the Oregon Department of Environmental Quality and dated April 1995;
  - (g) "Stipulation and Consent Decree for Unit A" entered into between the State of Oregon as plaintiff and Schnitzer Investment Corp. as defendant in the Circuit

Court of Oregon for Multnomah County, Case No. 9509-06649 and dated September 1995;

- (h) May 1996 Phase I Remedial Action Closeout Report, Schnitzer Campus Unit A prepared for Schnitzer Investment Corp. by CH2M Hill;
  - (i) Moody Avenue Site Unit C November 1999 Annual Groundwater Sampling Results and Conclusion of the 5-Year Groundwater Monitoring Program prepared for Schnitzer Investment Corp. by CH2M Hill and dated January 3, 2000;
  - (j) Groundwater Monitoring Five Year Report Moody Avenue Site Unit A prepared for Schnitzer Investment Corp. by CH2M Hill dated January 26, 2001,
  - (k) Action Level Soil Management and Interim Site Capping Report prepared for OHSU by Bridgewater Group, Inc., and dated October 8, 2009;
  - (l) Stormwater Pipeline Relocation Closeout Report OHSU Schnitzer Campus Unit A prepared for OHSU by Bridgewater Group, Inc., and dated October 26, 2009;
  - (m) Geotechnical Exploration Chemistry Sampling and Analysis and IDW Offsite Management KCR Building OHSU Schnitzer Campus prepared for OHSU by Bridgewater Group, Inc., and dated May 12, 2015; and
  - (n) February 1995 Final Closeout Report Moody Avenue Unit C Site Phase I Remedial Action,
- K. Grantor represents that to Grantor's knowledge there are no underground storage tanks, as defined under Oregon law, presently on or under the surface of the Easement Area.
- L. 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.
- M. In its construction contract, Grantee shall require its contractor to indemnify, hold harmless and defend Grantor from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigations and defense thereof, including reasonable attorney fees, resulting from or arising out of the contractor's activities within the Easement Area (collectively, "Claims"), except to the extent that Claims arise from the acts or omissions of Grantor or the environmental condition of the Easement Area. Grantee will have the contractor name Grantor as an additional insured on the general contractor's insurance in regards to the Easement Area. Grantee shall enforce all obligations and warranties of its contractor under the construction contracts for the work to be performed in the Easement Area.
- N. Prior to Grantee's construction activities, Grantor will construct subsurface containment, subsurface utility corridor fill, and contaminant barriers as applicable, to the written satisfaction of the Oregon Department of Environmental Quality ("DEQ"), the City of Portland's Bureau of Transportation ("PBOT") and the City of Portland's Bureau of Environmental Services ("BES"). Grantee shall prepare a Contaminated Media Management Plan ("the CMMP") for the construction activities contemplated herein. The CMMP will describe the location of construction activities relative to the location of the contaminant barrier, and will describe the methods and materials of construction to avoid disturbing or damaging the contaminant barrier. The CMMP will also describe the emergency procedures



that must be followed in the event that the contaminant barrier is breached or if other unanticipated conditions are encountered. The Grantee and its contractors shall comply with the CMMP and ensure that all employees or subcontractors performing any work on the project are properly trained regarding compliance with the CMMP. Grantee shall give prior notice to Grantor (sent to the attention of Grantor's Director of Environmental Health & Safety and other persons identified by Grantor to Grantee from time to time) of the time and place for such contractor training sessions. Grantor shall be permitted to attend, observe, and participate in these training sessions.

- O. All work performed in the Easement Area will be performed in a safe, good, and workmanlike manner. Grantee shall cause all its contractors entering the Easement Area to comply with this easement agreement, including the environmental terms. Grantee shall not allow any mechanic's, materialmen's, or other liens or claims to stand against the Easement Area for labor or material furnished in connection with Grantee's activities.
- P. Grantee will maintain, through self-insurance, commercial general liability insurance for bodily injury and/or property damage and commercial automobile liability insurance covering owned, hired, and non-owned vehicles, each having limits consistent with Grantee's obligations under the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 to 30.300, as the same may be amended from time to time. In addition, Grantee will maintain at its own expense statutory worker's compensation insurance covering all employees as required by law. Grantee shall ensure that Grantee's contractors who will be performing activities in the Easement Area have and maintain in force, as appropriate: (a) commercial general liability insurance with a combined, single limit of not less than \$1,000,000 (plus pollution legal liability coverage with an aggregate limit of at least \$2,000,000 for bodily injury, property damage including loss of use, cleanup costs, and defense expenses); (b) commercial automobile liability insurance covering owned, hired, and non-owned vehicles in an amount of not less than \$1,000,000; (c) statutory worker's compensation insurance covering all employees as required by law (such coverage also shall provide Coverage B, employer's liability limits of at least \$1,000,000); and (d) professional liability insurance with an aggregate coverage or limit of at least \$1,000,000. Except for worker's compensation insurance and professional liability, Grantor shall be named as an additional insured on all such policies carried by Grantee's contractors. Each such policy may include a waiver of subrogation clause specific to the Easement Area, provided that the coverage required hereunder is not adversely affected. Grantee shall furnish to Grantor certificates of (and endorsements to) such insurance that evidence the insurance required of Grantee's contractors by this paragraph.
- Q. 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 and agents from and against (i) all claims, demands, penalties, and causes of action of any kind or character, not including attorney's fees, in favor of any person on account of personal injury, death, damage to property, or violation of law, which arise out of or result from the acts or omissions of Grantee or its officers, employees, or agents within the Easement Area. 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 and agents from and against all claims, demands, penalties, and causes of action of any kind or character, not including attorney's fees, in favor of any person on account of personal injury, death,

IN WITNESS WHEREOF, this Temporary Easement Agreement has been executed and delivered this 6 day of October, 2016.

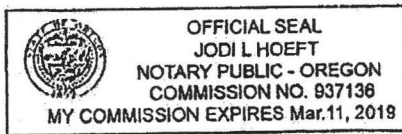
OREGON HEALTH AND SCIENCE UNIVERSITY  
(GRANTOR)

By: [Signature]

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on October 6<sup>th</sup>, 2016, by Brian Newman as Associate Vice President, of Oregon Health and Science University, an Oregon corporation.



[Signature]  
Notary Public for Oregon  
My Commission expires March 11, 2019

IN WITNESS WHEREOF, this Temporary Easement Agreement has been executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF PORTLAND  
(GRANTEE)

By: \_\_\_\_\_

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_.

Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM

[Signature]  
City Attorney CITY ATTORNEY 10/26/16

R/W# 8157-1  
SW BOND AVENUE: SW PORTER STREET TO SW RIVER PKWY  
1S1E03-500 & 1S1E10-200  
TEMPORARY EASEMENT

## EXHIBIT A

A portion of that tract of land conveyed to OREGON HEALTH & SCIENCE UNIVERSITY (O.H.S.U.) as described in Deed Document Number 2004-118551, Multnomah County Deed Records, situated in the SE Quarter of Section 3 and the NE Quarter of Section 10 Township 1 South, Range 1 East, W.M., City of Portland, Multnomah County, Oregon, more particularly described as follows:

Commencing at a found 1-1/8" Brass Disk inscribed "Otak, Inc." at a point that is 10 feet Southwesterly of the northwest corner of the Lot 5, Multnomah Plat of "South Waterfront Extension" as shown on said plat and Record of Survey number 60866;

Thence, South 67°36'54" East, parallel with the North Line of said Plat a distance of 285.55 feet,

Thence, South 58°45'23" East, a distance of 197.53 feet to a Point of Spiral (PS Station 514+71.03) Offset Spiral to the right, said point is along the southeasterly right of way line of US HWY I-5 (Offset 46 feet right of the US HWY 1-5, Line "A" as shown on O.D.O.T. strip map 8B-22-14, said spiral centerline information is 200' SP, S=4°00' and a=2.0) and is the POINT OF BEGINNING;

Thence along said spiral curve having a Chord bearing of North 44°58'34" East, a distance of 172.94 feet;

Thence, Leaving said right of way line, South 71°08'57" East, a distance of 40.61 feet;

Thence, South 18°13'15" East, a distance of 4.02 feet;

Thence, South 36°49'03" East, a distance of 109.30 feet;

Thence, South 22°50'01" East, a distance of 1.29 feet;

Thence, South 16°49'17" West, a distance of 22.46 feet;

Thence, South 17°57'18" East, a distance of 10.24 feet to a point on the northerly line of Taxlot 1S1E10-300;

Thence along said Northerly line, said North 88°29'42" West, distance of 102.35 feet,

Thence, continuing along said westerly line, South 20°59'42" East, a distance of 518.51 feet;

Thence, North 87°13'59" West, a distance of 29.59 feet;

Thence, South 20°04'12" East, a distance of 439.64 feet;



R/W# 8157-1  
SW BOND AVENUE: SW PORTER STREET TO SW RIVER PKWY  
1S1E03-500 & 1S1E10-200  
TEMPORARY EASEMENT

Thence, South 02°58'18" West, a distance of 145.08 feet to the North line of SW Porter Street;

Thence, along said north line, South 65°15'36" West, a distance of 74.27 feet;

Thence, South 70°54'22" West, a distance of 103.06 feet;

Thence, South 70°52'31" West, a distance of 35.34 feet;

Thence, North 21°30'02" West, a distance of 3.92 feet;

Thence, South 68°29'58" West, a distance of 98.64 feet;

Thence, leaving the northerly line of said Street, a distance of 129.18 feet along a non-tangent curve to the right of which the radius point lies North 87°23'54" East a radius of 354.00 feet, a Delta angle of 20°54'29", a Chord distance of 128.46 feet and a chord Bearing of North 07°51'08" East;

Thence, North 18°18'23" East, a distance of 210.95 feet;

Thence, North 32°24'20" West, a distance of 32.31 feet;

Thence, a distance of 100.18 feet along a non-tangent curve to the left of which the radius point lies North 75°58'39" West a radius of 221.89 feet, a Delta angle of 25°52'06", a Chord distance of 99.33 feet and a chord Bearing of North 01°05'18" East;

Thence, North 26°25'58" East, a distance of 33.27 feet;

Thence, North 19°13'37" West, a distance of 364.33 feet;

Thence, North 14°12'51" West, a distance of 137.98 feet;

Thence, North 83°56'08" West, a distance of 12.85 feet;

Thence, North 12°37'21" West, a distance of 101.81 feet;

Thence, North 20°19'05" West, a distance of 55.90 feet;

Thence, North 30°22'36" West, a distance of 37.41 feet, to a point on the tangent of the southeasterly Right of Way line of the U.S. HWY I-5;

Thence, along said tangent North 43°57'00" East, a distance of 19.63 feet to the POINT OF BEGINNING

188095

R/W# 8157-1  
SW BOND AVENUE: SW PORTER STREET TO SW RIVER PKWY  
1S1E03-500 & 1S1E10-200  
TEMPORARY EASEMENT

Containing 4.49 Acres

Project No. 40461  
Aug. 01, 2016

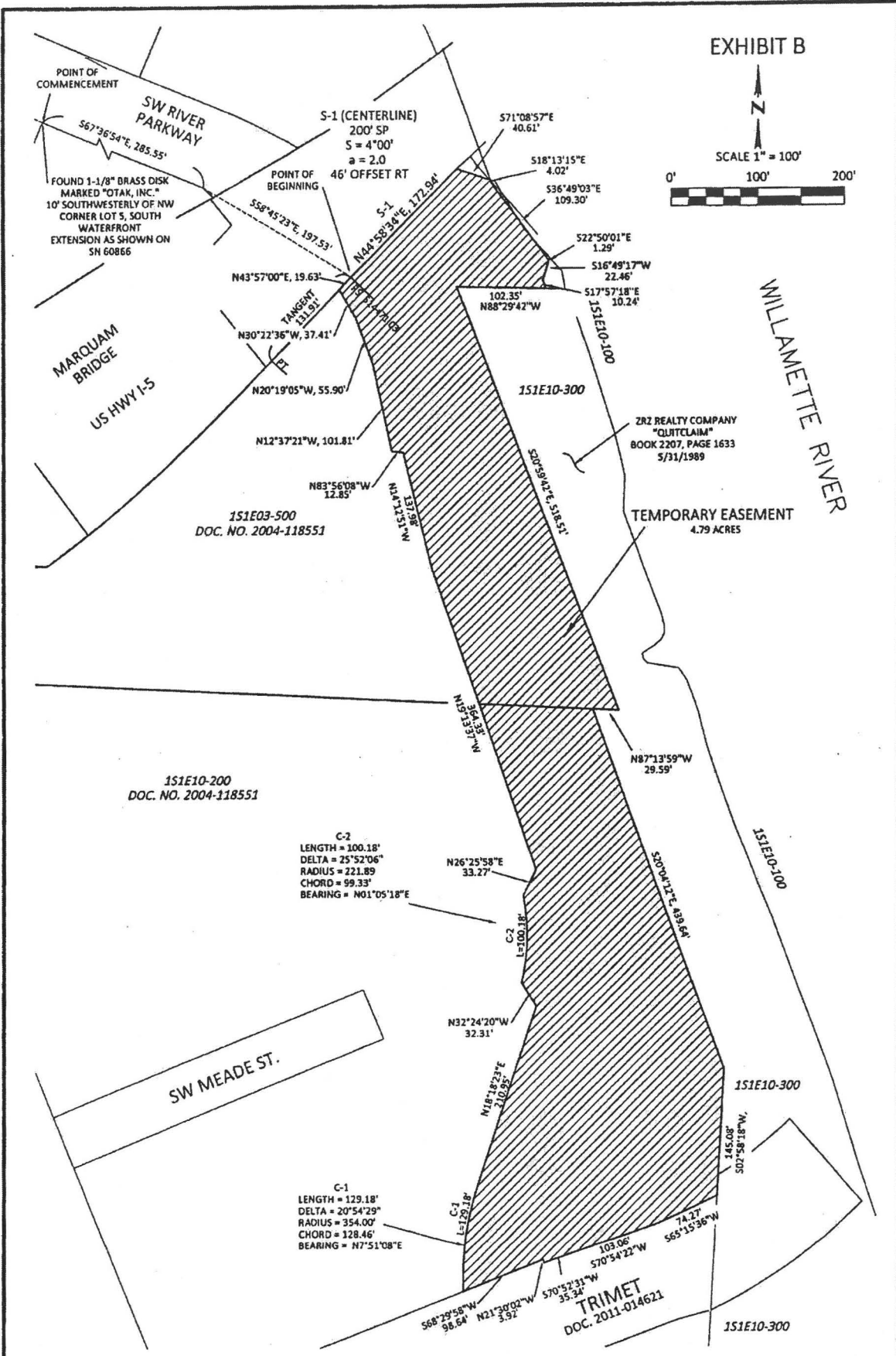
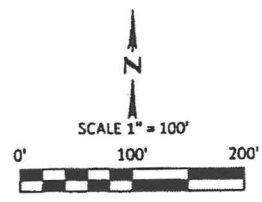
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Bryan Hill*

OREGON  
JUNE 30, 1997  
BRYAN L. HILL  
2821



EXHIBIT B



POINT OF COMMENCEMENT  
SW RIVER PARKWAY  
567°36'54"E, 285.55'  
FOUND 1-1/8" BRASS DISK MARKED "DTAK, INC." 10' SOUTHWESTERLY OF NW CORNER LOT 5, SOUTH WATERFRONT EXTENSION AS SHOWN ON SN 60866

MARQUAM BRIDGE  
US HWY I-5

151E03-500  
DOC. NO. 2004-118551

151E10-200  
DOC. NO. 2004-118551

C-2  
LENGTH = 100.18'  
DELTA = 25°52'06"  
RADIUS = 221.89  
CHORD = 99.33'  
BEARING = N01°05'18"E

C-1  
LENGTH = 129.18'  
DELTA = 20°54'29"  
RADIUS = 354.00'  
CHORD = 128.46'  
BEARING = N7°51'08"E

ZR2 REALTY COMPANY  
"QUITCLAIM"  
BOOK 2207, PAGE 1633  
5/31/1989

TEMPORARY EASEMENT  
4.79 ACRES

SW MEADE ST.

TRIMET  
DOC. 2011-014621

ENGINEERING & TECHNICAL SERVICES  
SURVEY SECTION  
1120 S.W. 5TH AVE., SUITE 800  
PORTLAND, OREGON 97204  
PHONE 503-823-7150

R/W# 8157-1  
SW BOND AVENUE: SW PORTER STREET TO SW RIVER PKWY  
151E03-500 & 151E10-200



**PREPARING PBOT Council Documents**  
 (Revised JAN 2016)  
**(PART 1 – Notification to Coordinator)**

Fill in Division Manager and Supervisor's names, and the other items listed and as soon as you have a title or draft title. Don't forget the Phone Numbers. Immediately e-mail THIS SHEET ONLY to your Council Document Coordinator....B4 you work up your council document.

GROUP MANAGER : Christine Leon Phone x3-7441

SUPERVISOR\DIV MGR : David E. McEldowney Phone x3-7166  
 (WHO IS OVERSEEING THIS COUNCIL DOCUMENT)

ORIGINATOR: Marty Maloney, Section ROW, Phone x3-7933

Optional Contact(s): \_\_\_\_\_, Section \_\_\_\_\_, Phone x

For Council Hearing Date of: November 16<sup>th</sup>, 2016 Is there a Time Certain: Y N

**TITLE or DRAFT TITLE OF DOCUMENT:** \*Authorize the Bureau of Transportation to execute a Temporary Construction Easement with Oregon Health Science University, as part of the SW Bond Avenue Project (Ordinance).

E-mail this sheet to your Council Document Coordinator  
 QUESTIONS: CALL TERRI X3.5179 or CORINNE X3.5543

**COUNCIL DOCUMENT PACKAGE WILL CONSIST OF THE FOLLOWING:**

TYPE OF DOCUMENT (CHECK TYPE)

Ordinance     Ordinance (Grant/IGA)     Resolution     Report to Council

BACKER SHEET (you will be filling in the appropriate fields)

Backer Sheet

ATTACHMENTS, IF APPLICABLE (Check appropriate box.)

Contract/Agreement     Exhibits     Report     Other Attachments

COMPLETED IMPACT STATEMENT

Completed Impact Statement (Only use PBOT version on our website)