

After Recording Return To:  
Bureau of Environmental Services  
1120 SW Fifth Avenue, #1000  
Portland OR 97204

Tax Statements Shall Be Sent To:  
No Change

Grantor's Name and Address:  
Mary Yang, as Partner of Xiao Hui Management,  
a Nevada partnership, Manager of Xiao Hui LLC, a  
Nevada limited liability company, Manager of 2851 PCH  
Partners, LLC, a Delaware limited liability company,  
Manager of Jackson Towers Partners LLC, a Delaware  
limited liability company

Jackson Towers Partners LLC  
2447 Pacific Coast Hwy Suite #105  
Hermosa Beach, CA 90254

**AGREEMENT FOR PRIVATE PLUMBING REROUTE  
DURING PUBLIC SEWER REHABILITATION  
SW YAMHILL/MORRISON-SW 1st/13th SEWER REHABILITATION PROJECT  
806-818 SW BROADWAY**

This agreement is between the City of Portland ("City"), acting by and through its Bureau of Environmental Services; and Mary Yang, as Partner of Xiao Hui Management, a Nevada partnership, Manager of Xiao Hui LLC, a Nevada limited liability company, Manager of 2851 PCH Partners, LLC, a Delaware limited liability company, Manager of Jackson Towers Partners LLC, a Delaware limited liability company ("Owner"), which owns real property known as 806-818 SW Broadway and more particularly described as Lots 7 and 8, Block 180, in the City of Portland, County of Multnomah and State of Oregon (the "Property").

**RECITALS**

- A. City provides sewer service to the Property through a public sewer generally located along the south side curb of SW Yamhill St., as shown on the attached Exhibit A (the "Existing Sewer").
- B. The Existing Sewer is in poor condition and must be rehabilitated. However, during rehabilitation of the Existing Sewer, laterals connected to the Existing Sewer must not be in use during rehabilitation or must have their flow bypassed around the Existing Sewer.
- C. City proposes to rehabilitate the Existing Sewer within SW Yamhill Street between SW

6th Avenue and SW Broadway.

- D. For the Property to maintain sewer service, it will be necessary to make modifications inside the Owner's building to bypass the Property's private plumbing during rehabilitation of the Existing Sewer.
- E. The purpose of this agreement is to provide a mechanism by which the City will perform the work associated with the private plumbing bypass necessary for the Property to continue use of their private plumbing during rehabilitation.

### **AGREEMENT**

F. City's Obligations

1. City will construct the bypass Sewer, inside the Owner's building, and perform all necessary plumbing work inside Owner's building to bypass the Property's private plumbing to accommodate rehabilitation of the public sewer main substantially in accordance with the Scope of Work and Schematic Drawing attached as Exhibit B hereto and incorporated by this reference. Subject to the Scope of Work, City will restore areas inside Owner's building to the condition existing prior to the plumbing work. This work will be performed at no cost to Owner.
2. With regard to the work City will perform inside Owner's building, City will seek Owner's input on the design and will endeavor to incorporate Owner's reasonable requests and suggestions in a form substantially similar to the attached Exhibit B (the "Scope of Work" and the "Schematic Drawing"). City shall retain full discretion over the final design as shown on the Scope of Work.
3. City will pay all costs to obtain all necessary permits, to manage any contractor engaged by City (collectively, including all contractors, the "Contractor" or "City's Contractor") to perform the work required to bypass the private plumbing as determined by City and in accordance with the Scope of Work. Relative to this work, the Owner will incur no financial obligation and City shall prevent City's Contractor from placing liens against the Property.
4. After the Property and all other properties currently connected to the Existing Sewer are bypassed, City will rehabilitate the Existing Sewer.
5. City will provide a warranty in favor of Owner for all plumbing work on the Property performed under this agreement for a period of two years, beginning on the date City notifies Owner in writing that the work is complete. Provided, that a warranty by City's Contractor which satisfies such requirements shall be sufficient for City's obligations under this paragraph.
6. City or City's Contractor shall notify Owner or Owner's designee no less than 48

hours before beginning construction on the project and no less than 24 hours before recommencing construction following a pause of more than two days. Notice can be made by phone and/or email.

7. City will be responsible for the safety and conduct of City employees and the City's Contractor.

G. Owner's Obligations

1. Owner will notify City of any concerns, objections, requests, or suggestions regarding the design of the work before construction begins. Once construction begins, Owner will accept the design as final and will not seek to change or delay the work except in cases of emergency, or unintended damage to the Property or Owner's building.
2. At mutually agreed-upon times, Owner will allow City and City's Contractor to enter the Property, including, as required by City, Owner's building, for all purposes that, in the determination of City, are related to the bypass of the Existing Sewer.
3. For issues that arise within two years after the completion of the project, Owner will notify City in writing and allow City to attempt to seek resolution under the warranty. If City subsequently notifies Owner that an issue is not covered by the warranty or that, in the estimation of City, the issue is not one that requires resolution, Owner may file a claim with City's Office of Management and Finance, Risk Management Division.
4. Plumbing facilities on the Property are and will remain the property of Owner. After the expiration of the two-year warranty period, Owner shall retain responsibility for maintenance and repair of all existing and new private plumbing facilities.
5. For a period of 90 days following execution of this agreement, Owner will not take any action, including but not limited to transferring the Property to another party or subjecting the Property to liens or other encumbrances, that could prevent City from recording this agreement.
6. If Owner knowingly misrepresents Owner's authority to perform Owner's obligations under this agreement, Owner will indemnify, defend, and hold City and its officers, employees, and agents harmless from and against all claims, losses, damages, attorney's fees, costs, and liabilities arising out of Owner's misrepresentations and related actions.

H. Miscellaneous Provisions

1. Owner accepts and confirms the following:
  - a. Approval or authorization by City of the work authorized under this agreement does not imply any warranty or City responsibility for that work beyond the two-year warranty period.
  - b. City shall make the final determination as to the most appropriate methods of constructing the temporary bypass Sewer.
  - c. City's obligations herein are adequate consideration for Owner's obligations herein.
2. This agreement represents the full and complete agreement between Owner and city and supersedes any prior written or oral agreements. The terms of this agreement are contractual and not a mere recital. Any modifications to this agreement must be made in writing and approved by both parties.
3. The parties, through their respective signatories, represent and warrant that they have carefully read the foregoing terms of this agreement and that they are authorized to execute this agreement.
4. City shall indemnify and hold harmless Owner from and against any and all claims, demands, liabilities, causes of action, damages, costs and expenses, including reasonable attorneys' fees and litigation expenses, as a result of, arising out of or relating to any breach of City's obligations hereunder and any active or passive negligence or intentional wrongdoing by City, its agents or representatives.. City shall cause Owner to be named as an additional insured for all policies of insurance provided by each of City's contractors or subcontractors for the work which is the subject of this Agreement and provide Owner with certificates of such insurance prior to commencement of the work.
5. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon with the exception of Oregon's choice-of-law rules if such rules would require application of the law of a different state.
6. This agreement may be executed in two or more counterparts, each which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the owners above named have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Mary Yang, as Partner of Xiao Hui Management, a Nevada  
a Nevada partnership, Manager of Xiao Hui LLC, a Nevada  
limited liability company, Manager of 2851 PCH Partners, LLC,  
a Delaware limited liability company, Manager of Jackson Towers  
Partners LLC, a Delaware limited liability company

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

#### STATE OF CALIFORNIA

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of  
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is  
true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**CITY OF PORTLAND**  
**BUREAU OF ENVIRONMENTAL SERVICES**

\_\_\_\_\_  
Michael Jordan, Director or his designee

STATE OF OREGON  
County of Multnomah

On this \_\_\_\_ day of \_\_\_\_\_, 2017, personally  
appeared \_\_\_\_\_, who being duly sworn, did say that he is the  
Director, Bureau of Environmental Services, or his designee, of the City of Portland, a municipal  
corporation, and that said instrument was signed in behalf of said corporation by authority of its  
City Council and acknowledged said instrument to be its voluntary act and deed.

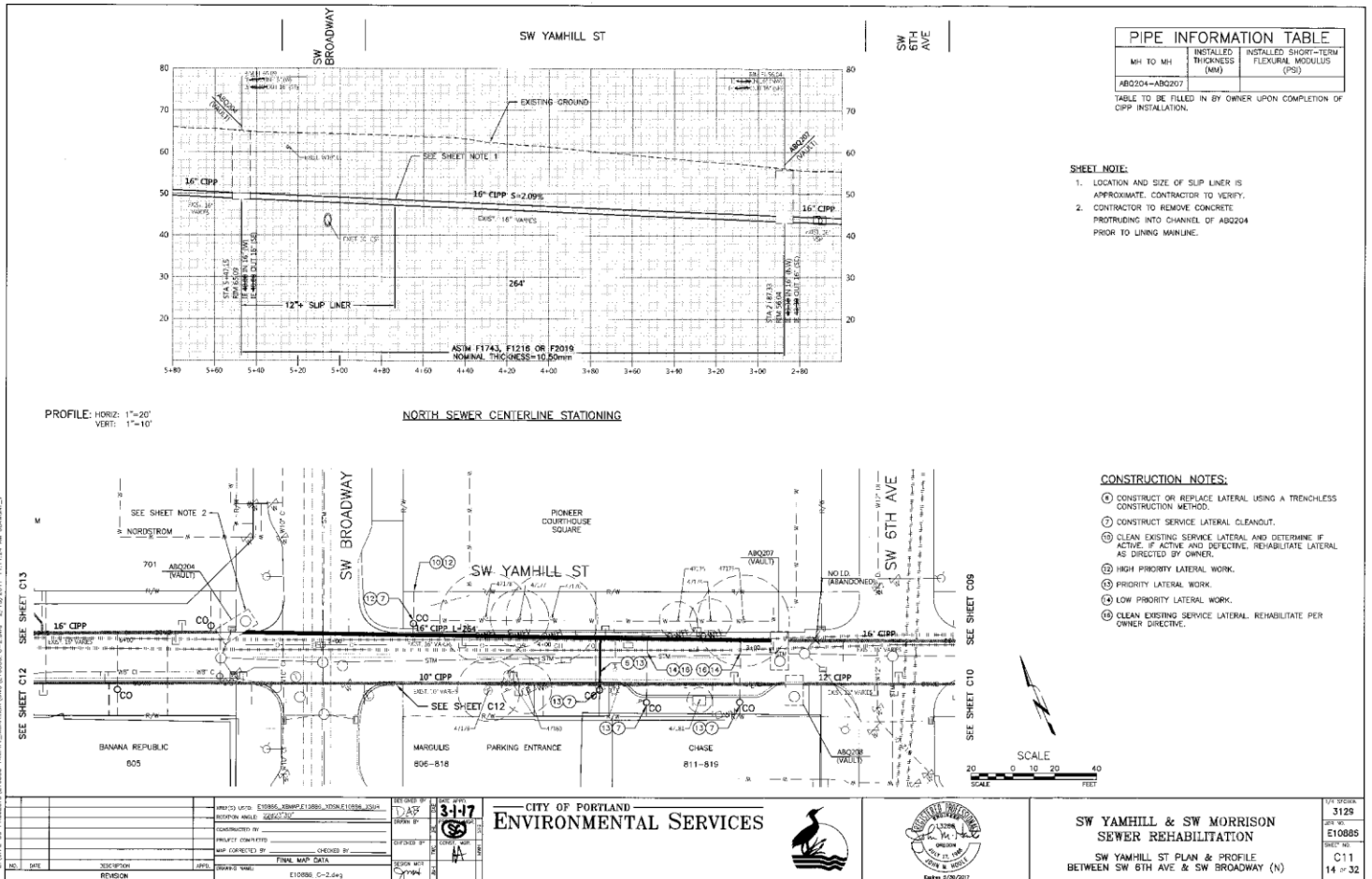
\_\_\_\_\_  
Notary of Public for Oregon  
My Commission expires \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

# Exhibit A

## Map of Public Sewers Rehabilitated



## **EXHIBIT B "SCOPE OF WORK" AND "SCHEMATIC DRAWINGS"**

**Jackson Tower – C11**

**ABQ204 – ABQ207**

**806 SW Broadway (SW Broadway and SW Yamhill Street)**

**Sewer Investigation and Proposed Bypass Plan**

**Prepared by Nick Donnelly (JWF) and John Nutter (JWF)**

John Nutter and, Nick Donnelly (JWF) met with Harley (503)-572-5066, Building Engineer for the Jackson Tower Building. The purpose of the meeting was to perform a building investigation and discuss potential sewer by-pass operations for CIPP liner installation as shown on C11. Harley works for Norris & Stevens. The building property manager is Loyda Timmins (503) - 223-3171 who works for Norris & Stevens.



*Figure 1: Jackson Tower Building*

During the building inspections, several observations were made including.

- ② Workers performing duties in the building will have background check credentials per building owner requirements. A second security guard, city staff employee, or building representative will be stationed in the building during the work.
- ② The Jackson Tower Building has 12 floors. The current tenants include office spaces and retail stores. There are no apartments or 24 hour tenants in the building.
- ② The building has entry, lobby and main building personnel elevator.
- ② The building has a parking garage in the basement. The sewer pipes are cast into the floor slab. There are exposed cleanouts located in the parking garage structure.
- ② The sewer laterals did not get a Vac-a-Tee installed during stage 1 construction due to conflicting utilities and structural obstructions outside the building.
- ② The building has 1 existing sewer laterals. Lateral #013 at Sta 0+89 measured from ABQ207 towards ABQ204.
- ② Apollo Plumbing video and located the sewer lateral laterals from the parking garage basement.



*Figure 2: Apollo Plumbing performing sewer camera work*



- The camera investigation revealed the sewer pipe is cast into the parking garage floor slab and runs north to SW Yamhill Street. The sewer pipe under the parking garage office space where there is a crawl space. In this crawl space area there is a cleanout.



*Figure 3: Access into crawl space under garage office*

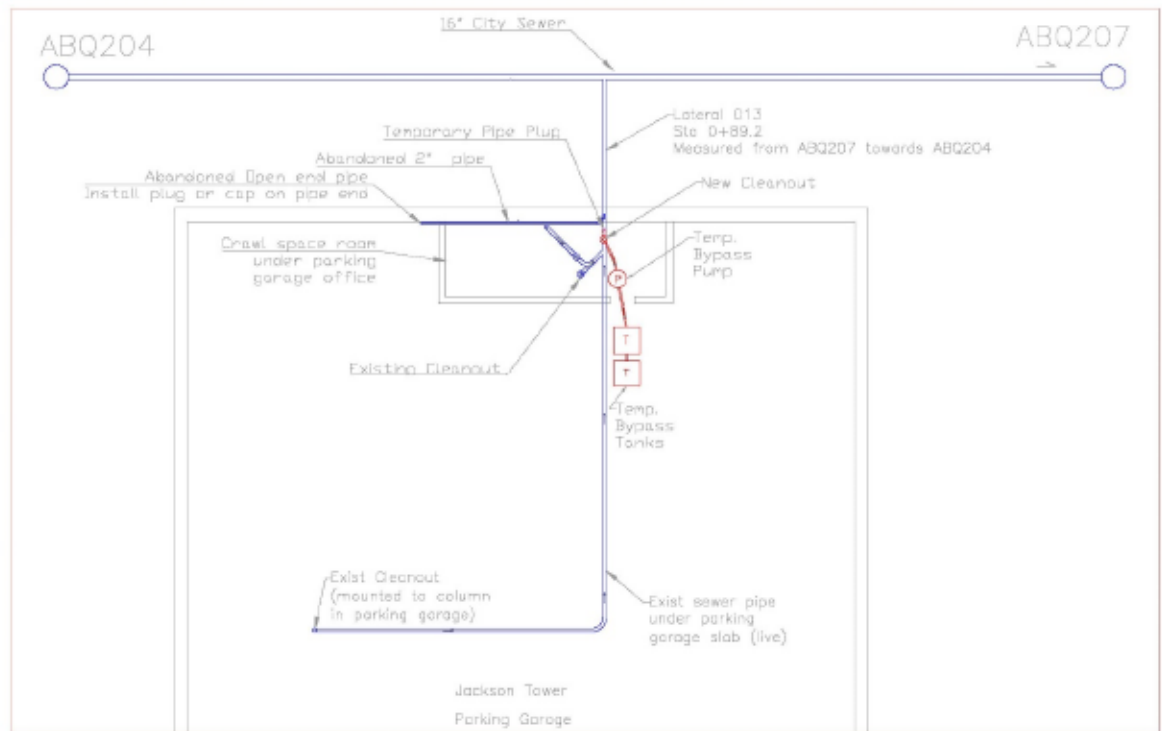


*Figure 4: Cleanout and abandoned pipe in crawl space*

Based on these investigation, JWF recommends the following bypass plan for the 0+89.2 Cleanout.

- ☐ A full time JWF pump monitor (worker) will be stationed in the basement during bypass pump setup and bypass pumping operations.
- ☐ The CIPP installation and bypass pumping operations will be performed on an agreed upon timeframe with the building property manager. JWF will request to the building property manager to schedule a timeframe when occupancy is minimal in the building to reduce flows into the sewer system. JWF anticipates this occurring during night shift when occupancy in the building is minimal.

- A new cleanout will be installed downstream of the existing cleanout and the existing gate valve so that all sewage flows can be captured during the CIPP installation. The new cleanout will be installed in the crawl space in the parking garage as shown.



*Figure 5: Bypass pumping plan*





*Figure 6: New cleanout location*

- ☐ To bypass flows during CIPP installation, a temporary pipe plug will be inserted using the new cleanout for access to install the plug.
- ☐ JWF will install temporary storage tanks that are small enough to mobilize into the parking garage. The bypass tanks will be positioned outside of the crawl space area in the parking garage adjacent to the crawl space access door.
- ☐ A temporary bypass pump will be installed in the basement. The pump will use 110v power. The suction hose will be inserted into the existing cleanout and the discharge hose will connect the pump to the storage tanks.
- ☐ Sewage will be pumped from the new cleanout to the temporary storage tanks during the CIPP installation and cure period.



*Figure 7: Temporary Holding Tanks*

- ☐ After CIPP cure is complete and the lateral is reinstated at the mainline pipe, the stored sewage in the temporary tanks will be pumped back into the new cleanout.
- ☐ The bypass pump and tanks will be removed from the building. The work areas cleaned up.

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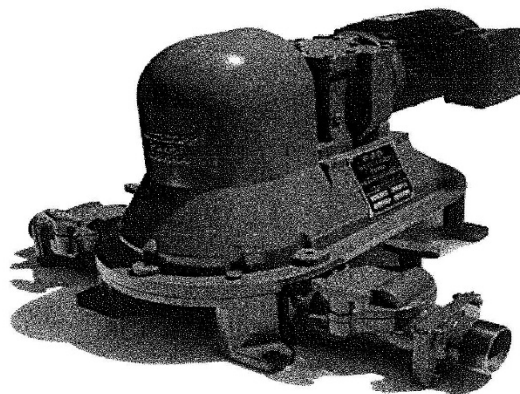
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Pump weighs under 80 lbs

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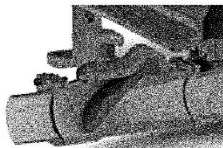
  
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The Mud Sucker 2FAC-EC is an electric diaphragm pump manufactured by Wastecorp Pumps. The 2FAC-EC positive displacement pump can run dry without damage. This pump is designed to pump over 2000 types of fluids ranging from general wastewater and septic pumping to waste oil, vegetable oil, used motor oil, and food processing waste. The 2FAC-EC electric diaphragm pump sees a lot of applications. It's rated as one of the top multipurpose 2" electric pumps.

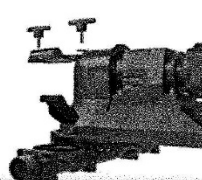
The 2FAC-EC includes an enhanced velocity channel to move fluids and higher tensile strength components like EPDM flappers. Plus, application specific components are available for the food processing, septic pumping, oil and gas and marine industries.

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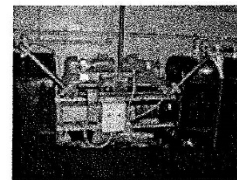
### INNOVATIVE THINKING IN PUMP DESIGN

No other flapper valve diaphragm pump offers a more robust flapper check valve than a Mud Sucker. Pumping tough fluids just got more productive.



### NEW! QUICK ACCESS TO PUMP INTERNALS

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MUD SUCKER® DIAPHRAGM PUMPS THE PUMP WITH ATTITUDE.

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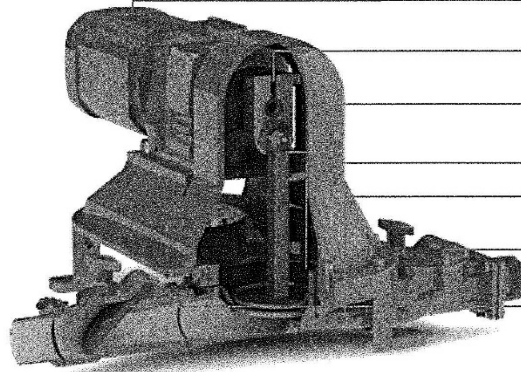
Patent pending electric diaphragm pump design.



## Mud Sucker® Diaphragm Pumps

## Multipurpose Electric Diaphragm Pumps

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Manufactured in North America. Country/region specific models available worldwide.

- Premium Siemens®, SEW Eurodrive® single or three phase drive system
- Heavy duty crank arm to pump the tough stuff at 20 GPM (max)
- Heavy duty pump rod design ensures consistent flow and performance
- 7" diaphragm
- Exclusive Wastecorp engineered velocity channel to move fluids without clogging
- Lightweight marine grade aluminum pump body
- NEW! COMPLETELY REDESIGNED FLAPPER SYSTEM TO EASILY ACCESS INTERNALS AND REDUCE MAINTENANCE TIME**

### Performance Range

|                     |  |
|---------------------|--|
| Max. Capacity       | 20 GPM   |
| Max. Suction Lift   | 20' vertical or 75' horizontal (with foot valve) |
| Max. Discharge Head | 50' vertical or 22 psi max.                      |
| Solids Handling     | 1½" dia. or 50% by volume                        |

### Pump and Motor Specifications

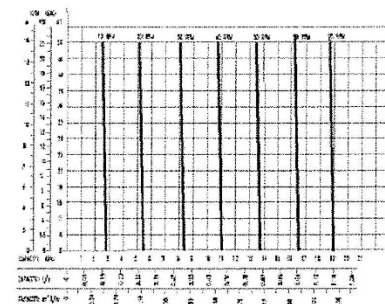
|                              |  |
|------------------------------|--|
| Suction Inlet/Outlet Size    | 1½" or 2" MNPT (optional male camlock) |
| Max. Liquid Temperature      | 140°F (60°C) continuous                |
| Pump Body Casing             | Aluminum A356, heat treated            |
| Diaphragm                    | 7" OD fabric reinforced                |
| Flapper Valves               | EPDM                                   |
| Crankarm & Pump Rod Assembly | AISI 12L14 carbon steel                |
| Gear Reducer                 | Siemens or SEW Eurodrive               |
| Max. Pump Operating Speed    | 70 RPM                                 |

### Motor Specifications

| Description                          | Part No. | Motor Option                 |
|--------------------------------------|----------|------------------------------|
| Standard motor Three Phase (TEFC)    | 64722-00 | 1 hp. 1800 RPM/3/60/230/460V |
| Single Phase (TEFC)                  | 64722-10 | 1 hp. 1800 RPM/1/60/115/230V |
| Explosion Proof (Three Phase), TEXP  | 64722-20 | 1 hp. 1800 RPM/3/60/230/460V |
| Explosion Proof (Single Phase), TEXP | 64722-30 | 1 hp. 1800 RPM/1/60/115/230V |

Also available with 12 V DC Power, 24V DC, gas, diesel, air or hydraulic drives. Optional in line piping configuration also available. Contact factory for optional Hertz/voltages available.

### Performance Curve



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Figure 8: Bypass pump specs

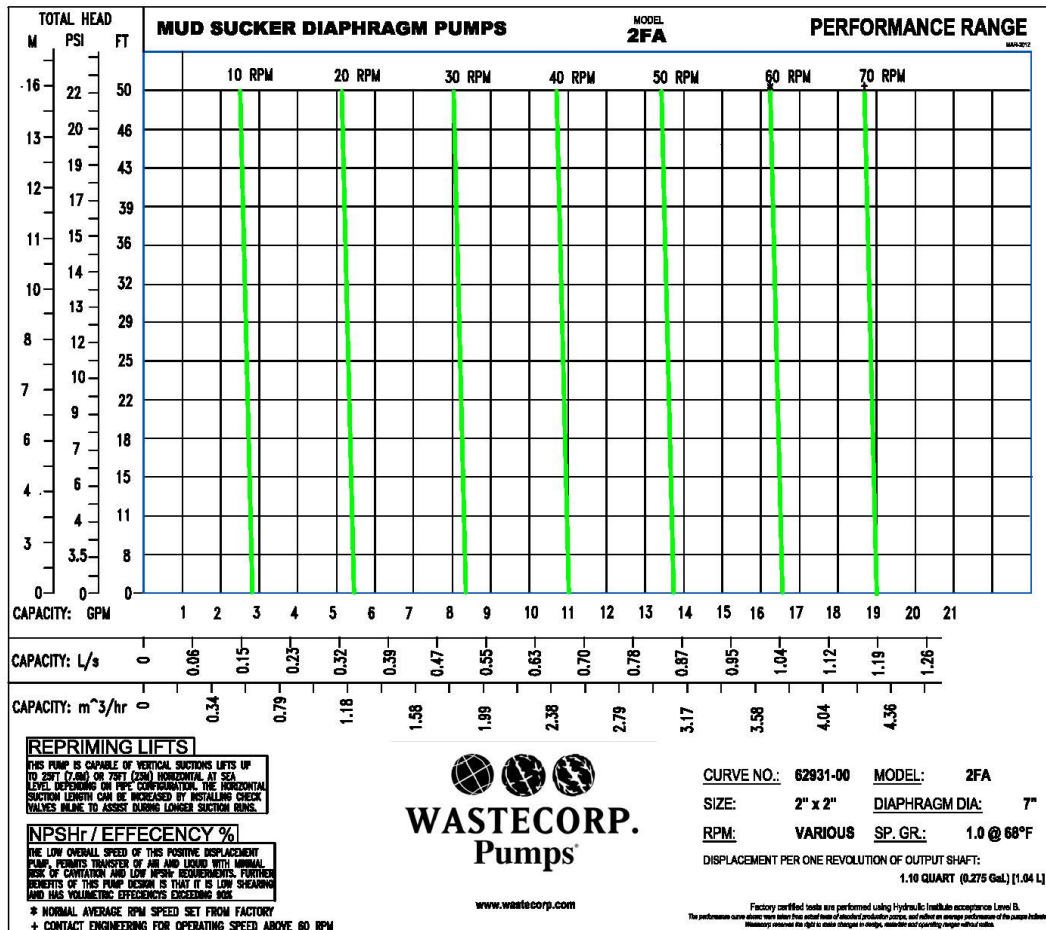


Figure 9: Pump Curve