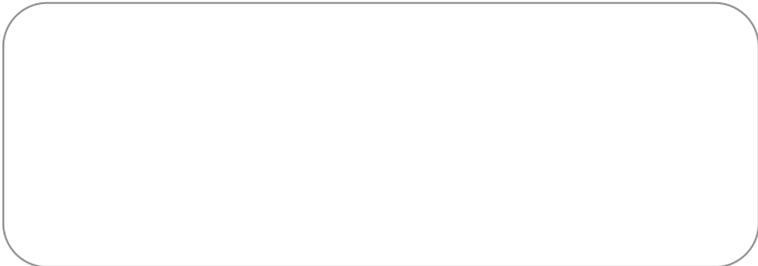




**Grantor's Name & Address:**

Park Office LLC  
c/o National Real Estate Advisors, LLC  
900 7<sup>th</sup> Street NW, Suite 600  
Washington, D.C., 20001



**SEWER TUNNEL EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **Park Office LLC**, a Delaware limited liability company, (“Grantor”), for good and valuable non-monetary consideration, the receipt whereof is hereby acknowledged, hereby grants unto the City of Portland (“Grantee”), a municipal corporation of the State of Oregon, does hereby grant unto said City of Portland, the right to lay down, construct, operate, and perpetually maintain a sewer or sewers, and tunnel facilities (this “Easement”) through, under, and along the following described parcel (“Easement Area”):

As described on Exhibit A and depicted on Exhibit B attached and incorporated by reference.

Contains \* square feet, more or less.

IT IS UNDERSTOOD and agreed that public sewer easements include the right of access for construction, inspection, maintenance, or other sewerage system activities.

IT IS UNDERSTOOD and agreed that Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee’s permitted use, including the installation, maintenance, repair, removal, replacement or relocation of underground utilities and services, paths, roadways or driveways, parking lots, shallow-rooted landscaping, and continued operation and development of Grantor’s property; except that Grantor shall not use the area eight (8) feet around the circumference of the Tunnel, and shall not install load bearing underground improvements within thirty-five (35) feet above the crown of the Tunnel, as shown on Exhibit C attached and incorporated by reference. Grantor further agrees to provide prior notification of its intent to use the Easement Area for above or below surface installations, which must be approved by the Director of the Bureau of Environmental Services.

THIS INSTRUMENT does not grant or convey to the City of Portland any right or title to the surface of the soil along the route of said sewer.

R/W #8528  
1N1E28DC 100

After Recording Return to:  
Lance Lindahl, City of Portland  
1120 SW 5th Avenue, Suite 800  
Portland, OR 97204  
Tax Statement shall be sent to: No Change

IT IS FURTHER UNDERSTOOD and agreed that:

- A. This Easement includes the right to make visual and photographic inspection of the surface and associated improvements during construction.
- B. This Easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- C. Grantor represents and warrants that it has the authority to grant this Easement, that the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- D. Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, which includes any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights.
- E. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations; and further, that Grantor has provided Grantee with copies of all reports that it is aware of regarding the environmental condition of the Easement Area.
- F. Grantee, by accepting this Easement, is not accepting liability for any release of hazardous substances onto or from the Easement Area, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, Park Office LLC, a Delaware limited liability company, pursuant to its Articles of Organization, duly and legally adopted, has caused these presents to be signed by its member, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PARK OFFICE LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

BY: PARK OFFICE MANAGER LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Maryellen Dolan, Treasurer

STATE OF \_\_\_\_\_

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

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Maryellen Dolan as Treasurer of Park Office Manager LLC, a Delaware limited liability company as member of Park Office LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public for (state) \_\_\_\_\_  
My Commission expires \_\_\_\_\_

APPROVED AS TO FORM:

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

APPROVED:

\_\_\_\_\_  
Bureau of Environmental Services Director  
or designee

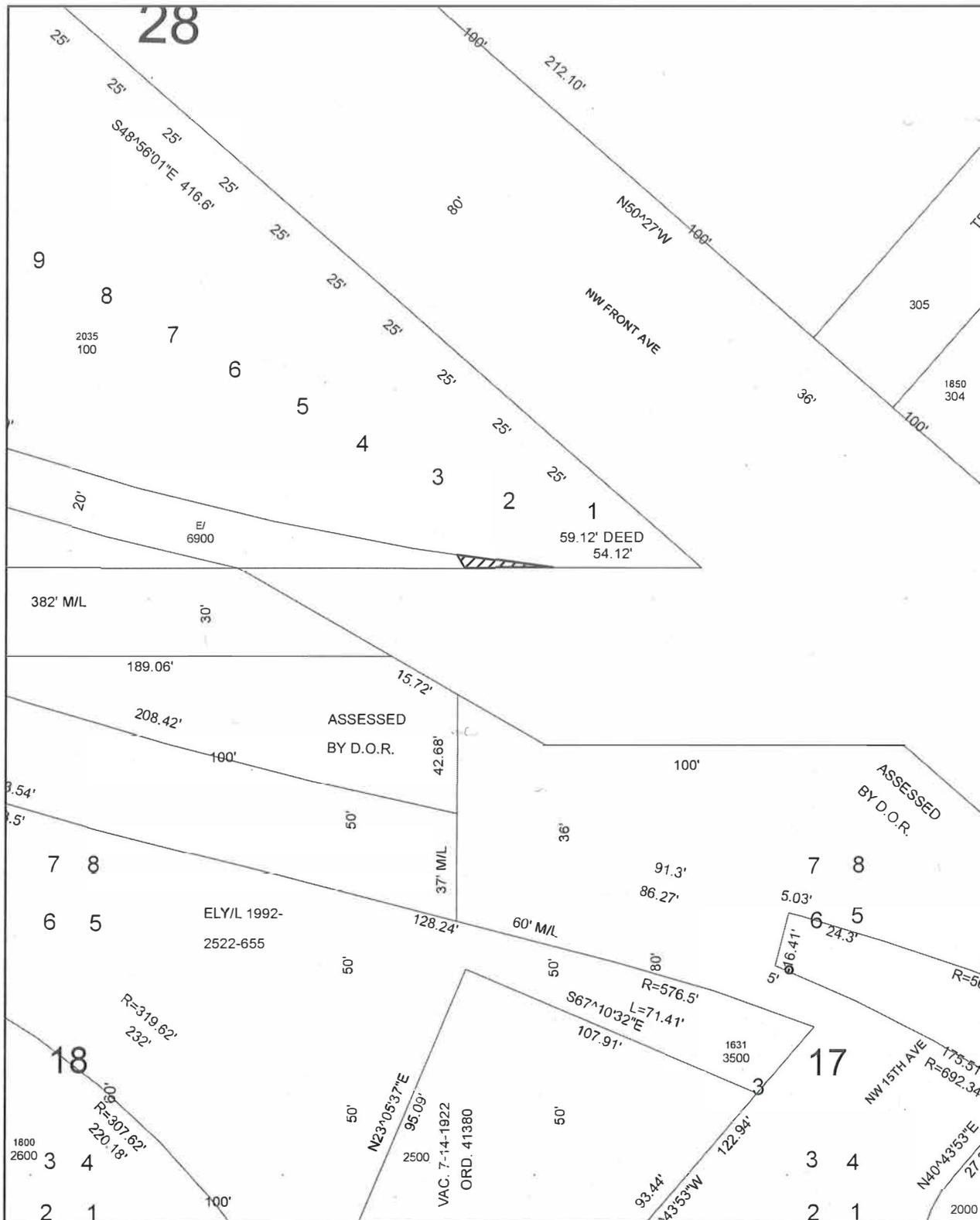
\_\_\_\_\_  
Date

8528/SEWER TUNNEL EASEMENT

EXHIBIT A

Legal Description to be Prepared by PBOT Survey.

EXHIBIT B



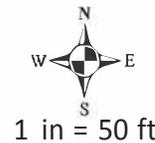
### Vacated NW Terminal Street

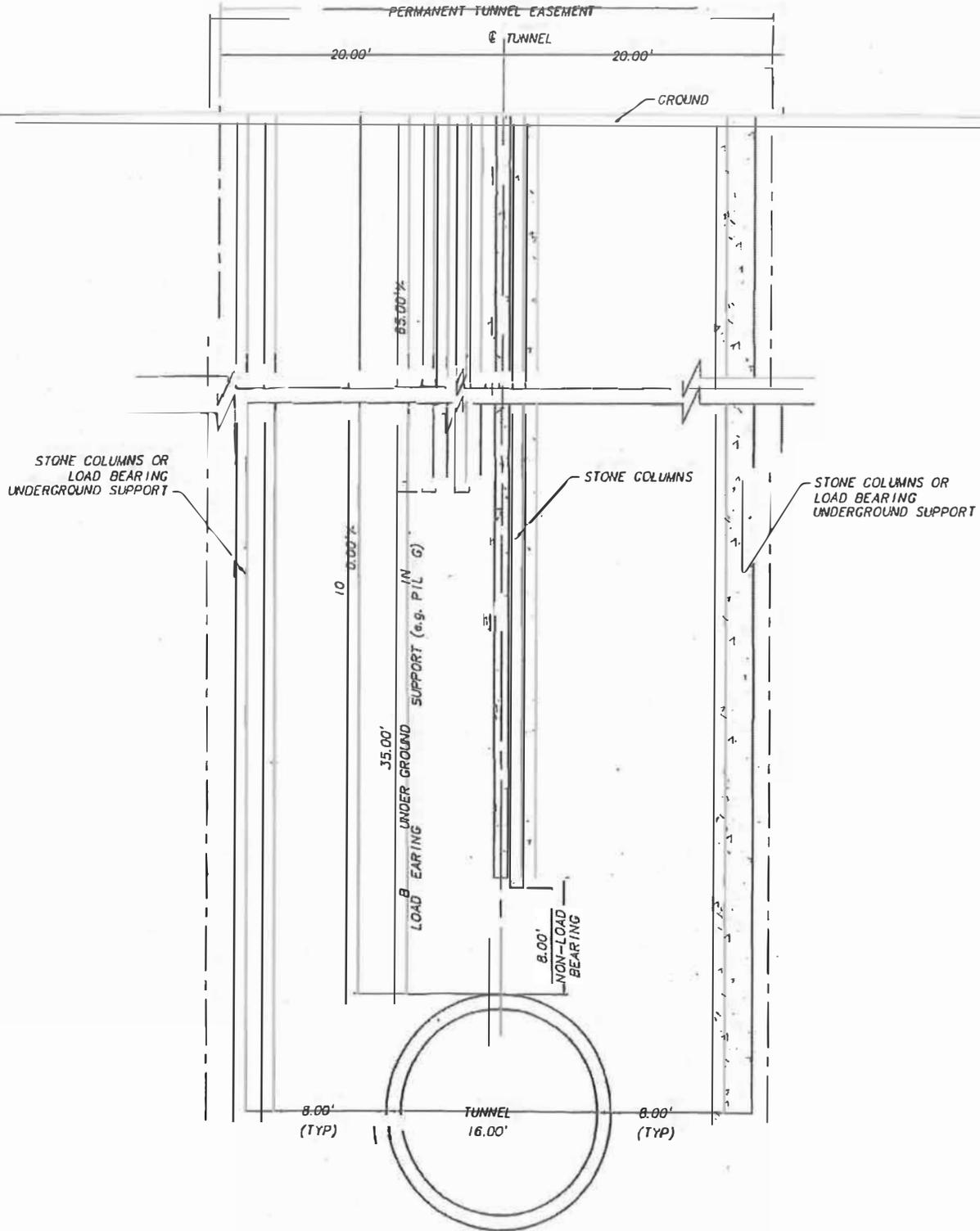
Legal: A portion of Vacated NW Terminal Street

Grantor: Park Office LLC

R/W: 8528 Section: 1 N1 E28DC

 Sewer Tunnel Easement Area





RESTRICTIONS ON SUBSURFACE DEVELOPMENT  
TO AVOID PENETRATING TUNNEL

**PB PARSONS BRINCKERHOFF**  
 100 400 S.W. Sixth Ave., Portland, OR 97204

CITY OF PORTLAND  
 ENVIRONMENTAL SERVICES

WEST SIDE CSO TUNNEL  
 TUNNEL EASEMENT

JOB NO.  
 6680

FIGURE NO.

