Exhibit A

#### PERMANENT EASEMENT

CITY OF PORTLAND, by and through its BUREAU OF ENVIRONMENTAL SERVICES, which acquired title as CITY OF PORTLAND, an Oregon municipal corporation, Grantor, for the true and actual consideration of \$ 15,700.00, does grant to the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, upon, over, under and across the property described as Parcels 1 and 2 on Exhibit "A" dated 9/15/2006 attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as Parcels 3 and 4 on Exhibit "A" dated 9/15/2006 attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

**RETURN TO** OREGON DEPARTMENT OF TRANSPORTATION RIGHT OF WAY SECTION 355 CAPITOL STREET NE, ROOM 420 SALEM OR 97301-3871

Map and Tax Lot #: 1N 1E 10CB-6800 and 10CB-6900

Property Address: 8368 N. Interstate PI

Portland, OR 97217

File **7265 005**Drawing 10B-22-4

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcels 3 and 4, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including 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. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, Grantee shall indemnify the Grantor against any liability from contamination associated with Grantee's occupancy or use of said property of Grantor under this agreement. Provided, however, that Grantee shall not be required to indemnify the Grantor for any such liability arising out of the wrongful act of the employees or agents of the Grantor.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this	_ day of	, 20
		CITY OF PORTLAND by and through its BUREAU OF ENVIRONMENTAL SERVICES, which acquired title as CIT OF PORTLAND, an Oregon municipal corporation
		By Bureau of Environmental Services Director or Designee
APPROVED AS TO FORM:		
City Attorney		Date

File 7265 005 Drawing 10B-22-4

STATE OF	OREGON, County of Multnomah		
On this	day of	20	Personally appeared
who, being	duly sworn, did state that he is the Direct	ctor, Bure	au of Environmental Services, or his designee, of the City of
Portland, a	municipal corporation, and that this instr	rument w	as signed in behalf of said corporation by authority of its City
Council and	d acknowledged the foregoing instrumer	nt to be hi	s voluntary act and deed.
			Notary Public for Oregon  My Commission expires
Accorded a	n hohalf of the Ozeren Denotropy of	T	
Accepted	on behalf of the Oregon Department of <sup>-</sup>	ı ransport	ation

## Parcel 1 - Permanent Easement For Highway Right of Way Purposes

A parcel of land lying in the John Rankin D.L.C. No. 60, Township 1 North, Range 1 East, W.M., Multnomah County, Oregon and being a portion of that property described in that Quit Claim Deed to City of Portland, recorded September 12, 1997 in Vol. 97, Page 139934, Multnomah County Record of Deeds and that Bargain and Sale Deed to City of Portland, recorded July 1, 1948 in Book 1274, Page 372, Multnomah County Record of Deeds; the said parcel being that portion of said property lying Southerly of the Southerly line of North Columbia Boulevard and Southerly of the Southwesterly line of the Union Pacific Railroad line and included in a strip of land variable in width, lying on the Westerly side of the center line of the relocated Pacific Highway, which center line is described as follows:

Beginning at Engineer's center line Station 'L' 111+00.00, said station being North 18° 42′ 04″ West, 4,052.65 feet of a 4-1/4 inch diameter brass disk at the Northeast corner of the John Rankin D.L.C. No. 60, Section 10, Township 1 North, Range 1 East, W.M., Multnomah County, Oregon; thence South 13° 11′ 53″ West 222.54 feet; thence on a spiral curve left (the long chord of which bears South 11° 51′ 53″ West 399.91) 400.00 feet; thence on a 2864.79 foot radius curve left (the long chord which bears South 1° 25′ 08″ East 1055.61) 1061.67 feet; thence on a spiral curve left (the long chord of which bears South 14° 42′ 08″ East 399.91) 400.00 feet; thence South 16° 02′ 08″ East 3559.84 feet; thence on spiral curve right (the long chord of which bears South 7° 00′ 23″ East 702.89) 703.89 feet; thence on a spiral curve right (the long chord of which bears South 0° 46′ 22″ West 499.90) 500.00 feet to Engineer's center line Station 'L' 184+47.94 Back equals 'L' 184+46.31 Ahead; thence South 2° 01′ 22″ West 1453.69 feet to Engineer's center line Station 'L' 199+00.00.

The width in feet of said strip of land is as follows:

Station to Station Width on Westerly Side of Center Line

'L' 169+50.00 'L' 173+20.00 138.00 in a straight line to 108.00

This parcel of land contains 8,380 square feet, more or less.

### Parcel 2 - Permanent Easement For Highway Right of Way Purposes

A parcel of land lying in the John Rankin D.L.C. No. 60, Township 1 North, Range 1 East, W.M., Multnomah County, Oregon and being a portion of that property described in that Quit Claim Deed to City of Portland, recorded September 12, 1997 in Vol. 97, Page 139934, Multnomah County Record of Deeds; the said parcel being that portion of said property lying Southerly of the Southwesterly line of the Union Pacific Railroad line and included in a strip of land 70 feet in width, lying on the Easterly side of the center line of the relocated Pacific Highway, which center line is described in parcel 1.

This parcel of land contains 947 square feet, more or less.

## Parcel 3 - Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the John Rankin D.L.C. No. 60, Township 1 North, Range 1 East, W.M., Multnomah County, Oregon and being a portion of that property described in that Quit Claim Deed to City of Portland, recorded September 12, 1997 in Vol. 97, Page 139934, Multnomah County Record of Deeds; the said parcel being that portion of said property lying Southerly of the Southwesterly line of the Union Pacific Railroad and included in a strip of land variable in width, lying on the Easterly side of the center line of the relocated Pacific Highway, which center line is described in parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Easterly Side of Center Line
'L' 171+20.00		'L' 174+55.00	110.00 in a straight line to 102.00

This parcel of land contains 2788 square feet, more or less.

# Parcel 4 - Temporary Easement For Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the John Rankin D.L.C. No. 60, Township 1 North, Range 1 East, W.M., Multnomah County, Oregon and being a portion of that property described in that Quit Claim Deed to City of Portland, recorded September 12, 1997 in Vol. 97, Page 139934, Multnomah County Record of Deeds and that Bargain and Sale Deed to City of Portland, recorded July 1, 1948 in Book 1274, Page 372, Multnomah County Record of Deeds; the said parcel being that portion of said property lying Southerly of the Southerly line of North Columbia Boulevard and included in a strip of land variable in width, lying on the Westerly side of the center line of the relocated Pacific Highway, which center line is described in parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Westerly Side of Center Line	
'L' 168+98.00		'L' 173+89.00	178.00 in a straight line to 135.00	

This parcel of land contains 5,199 square feet, more or less.

### STATE'S OBLIGATION(S) AGREEMENT

File No.: 7265005

Date:

November 26, 2007

The State is to:

It is the State's intention to work overhead of the City-owned, fenced facility located within the easement area. ODOT intends to avoid entering the fenced area of the facility; however, in the event that construction would damage any of the City's existing improvements, the State shall repair or replace the improvements in kind as part of the project.

It is understood that any work done overhead the subject facilities within the easement area will require seven days prior notification to the Bureau of Environmental Services.

Bureau of Environmental Services contact - Bill Sterling 503-823-2442.

Any construction lying outside of the traveled portion and shoulders but within the right of way of the highway which is made for the use and benefit of the remaining property, either under the terms of this agreement or the construction plans, shall be completed in conformance with normal engineering construction practices and hereafter shall be maintained or reconstructed by the property owner in accordance with ORS 374.305, et seq. and OAR 734-051-0010 to 051-0400, OAR 734-055-0050 to 055-0600 and other applicable statutes and regulations.

If any of the construction under the terms of this agreement is outside of the highway right of way, Grantors hereby grant State, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any of said construction work.

It is understood and agreed that State's performance of this agreement shall be a portion of the consideration for the concurrent real property transaction evidenced by deed between Grantors and State. This agreement shall not be effective or binding until Grantors receive notice from the State accepting the conveyance of the real property interests.

Bureau of Environmental Service	Date	
Darlene K. Rose (ODOT R/W Su	12/7(o 7 pervisor) Date	
APPROVED AS TO FORM:		
	30	
City Attorney	Date	