

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 Pl
Portland, OR 97217

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 CITY 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 Director, Bureau of Environmental Services, or his designee, of the City of
Portland, a municipal corporation, and that this instrument was signed in behalf of said corporation by authority of its City
Council and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

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 14° 47' 08" East 499.90) 500.00 feet; thence on a 3819.72 foot radius 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:

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width on Easterly Side of Center Line</u>
'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:

<u>Station</u>	to	<u>Station</u>	<u>Width on Westerly Side of Center Line</u>
'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.

