

Exhibit B

File 7265 009
Map 10B-22-4

TEMPORARY 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 \$600.00, does grant to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a temporary easement for a work area for construction purposes, over and across the property described 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.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described property, 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, and will warrant the easement rights herein granted from all lawful claims whatsoever.

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.

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.

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

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 _____

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

A parcel of land lying in the George W. Force D.L.C. No. 37, Township 1 North, Range 1 East, W.M., Multnomah County, Oregon and being a portion of that property described in that Bargain and Sale Deed to City of Portland, recorded May 29, 1981 in Book 1527, Page 232, Multnomah County Record of Deeds; the said parcel being that portion of said property 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' 147+65.00		'L' 149+75.00	105.00 in a straight line to 100.00

This parcel of land contains 1718 square feet, more or less.

STATE'S OBLIGATION(S) AGREEMENT

File No.: 7265009

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 Services Director or Designee Date

Darlene K. Rose 12/7/07
Darlene K. Rose (ODOT R/W Supervisor) Date

APPROVED AS TO FORM:

City Attorney Date