

EXHIBIT A

PERMANENT TUNNEL EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission (Grantor), in consideration of the sum of Thirty Six Thousand Six Hundred and no/100 Dollars (\$36,600), and other good and valuable consideration, to it paid by the City of Portland, acting by and through its Bureau of Environmental Services, a municipal corporation of the State of Oregon (Grantee), does hereby grant unto said City of Portland, Bureau of Environmental Services, a non-exclusive perpetual easement for the purpose of constructing, reconstructing, operating, inspecting, monitoring and maintaining a subsurface sewer tunnel facility and appurtenances (the Tunnel), through, under and along the following described parcel:

A subsurface portion of that tract of land recorded in Book 2538, page 779, recorded May 1, 1992, Multnomah County Deed Records, together with a subsurface portion of that tract of land recorded in Document #99133656, recorded July 9, 1999, Multnomah County Deed Records, situated in the southeast one-quarter of Section 34, T1N, R1E, W.M., Block 67, EAST PORTLAND, and vacated NE Couch Street, City of Portland, County of Multnomah, State of Oregon. The subsurface horizontal outline of said subsurface easement is described as follows:

Beginning at the intersection of the west line of Block 67, EAST PORTLAND with the centerline of vacated NE Couch Street; thence S 88° 12' 17" E, along the centerline of vacated NE Couch Street, a distance of 5.80 feet; thence S 30° 49' 36" E, a distance of 166.07 feet; thence along the arc of a 1,026.00 foot radius curve to the right, through a central angle of 03° 43' 13", an arc distance of 66.62 feet (the chord bears S 28° 58' 00" E, 66.61 feet), to the north line of East Burnside Street; thence N 86° 49' 48" W, along the north line of East Burnside Street, a distance of 29.40 feet; thence N 88° 12' 17" W, along the north line of East Burnside, as established in Document # 2006-232264, recorded December 15, 2006, Multnomah County Deed Records, a distance of 30.91 feet; thence along the arc of a non-tangent 974.00 foot radius curve to the left, through a central angle of 01° 58' 08", an arc distance of 33.47 feet (the chord bears N 29° 50' 32" W, 33.47 feet); thence N 30° 49' 36" W, a distance of 95.58 feet, to the east line of NE 2nd Avenue; thence N 01° 47' 43" E, along the east line of NE 2nd Avenue, a distance 87.40 feet to the Point of Beginning (the Easement Area).

Said Easement Area contains 9,650 square feet or 0.222 acres and is generally depicted on Exhibits A and B attached hereto.

R/W #6246-2128, 2129, 2130, 2131, 2132
1N1E34DA 2400, 2000, 2200, 2300, 2100

After Recording Return to: _____

106/800/Linda Birth _____

Tax Statement shall be sent to: _____

_____ No Change _____

IT IS UNDERSTOOD and agreed that:

- A. This easement includes only the right of underground access for construction, inspection and maintenance of the Tunnel and other sewerage system activities related to the Tunnel.
- B. 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, landscaping and continued operation and development of Grantor's property which do not materially interfere with the operation and maintenance of the Tunnel or jeopardize the integrity of the Tunnel. It is specifically agreed that the Grantor may construct buildings and other improvements within the Easement Area, if said improvements do not interfere with the Grantee's ability to operate and maintain the Tunnel or jeopardize the integrity of the Tunnel. Underground improvements within the Easement Area must be consistent with Exhibit B, which specifically prohibits any underground improvements within thirteen (13) feet of either side of the Tunnel, prohibits the installation of load bearing underground improvements within thirty-nine (39) feet above the crown of the Tunnel and prohibits non-load bearing underground improvements within twenty-six (26) feet of the crown of the Tunnel, as shown on Exhibit B, attached hereto. 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 to ensure compliance with this easement, which approval shall not be unreasonably withheld.
- C. This easement does not grant or convey to Grantee any right, title or interest to the surface of the soil within the surface outline of the Easement Area.
- D. This easement includes the right to make visual and photographic inspection of the surface and associated improvements during construction upon reasonable notice to Grantor. Grantee shall provide prior notification of its intent to access the surface of the property, which must be approved in writing by Grantor, which approval will not be unreasonably withheld, conditioned, or delayed. Grantor may require that Grantee obtain a Permit of Entry for the purpose of accessing the property.
- E. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- F. Grantor represents and warrants that it has the authority to grant this easement and that the subject property is free from all liens and encumbrances that would materially affect the easement grant.
- G. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- H. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon Law.

- I. To the extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Grantee shall indemnify and hold harmless Grantor, its heirs, successors and assigns from any loss, claim, or liability to Grantor, its heirs, successors, and assigns arising out of Grantee's negligence in its use of the Easement Area.
- J. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

Dated this _____ day of _____, 2008.

Approved as to Form:

City of Portland, acting by and through the
Portland Development Commission

Legal Counsel
Portland Development Commission

By: _____
Executive Director

STATE OF OREGON

County of Multnomah

This document was acknowledged before me on _____, 2008,
by _____ as Executive Director of the Portland Development
Commission.

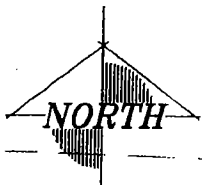
Notary Public for Oregon
My Commission Expires

APPROVED AS TO FORM:

City Attorney

APPROVED:

Bureau of Environmental Services Director
or designee



P.O.B. S 88°12'17"E 5.80'

(VACATED)
(N.E. COUCH ST.)

PERMANENT
TUNNEL
EASEMENT
9650 S.F.

EAST 8
PORTLAND

N.E. 2ND AVE.

CURVE DATA
D=01°58'08"
R=974.00'
L=33.47'
CB=N 29°50'32"W
CD=33.47'

CURVE DATA
D=03°43'13"
R=1026.00'
L=66.62'
CB=S 28°58'00"E
CD=66.61'

R/W DEDICATION
PER 2006-232264

E. BURNSIDE ST.

C/L TUNNEL & 52'
WIDE TUNNEL EASEMENT

ID=2128-2132-PTE_Final.dwg, 04/30/07 at 13:1

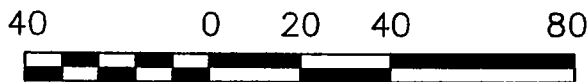
PROPERTY OWNER:

CITY OF PORTLAND (PDC)

PROJ. ID:	STATE ID:	RNO:
2128	1N1E34DA 2400	149997
2129	1N1E34DA 2000	149993
2130	1N1E34DA 2200	150000
2131	1N1E34DA 2300	150001
2132	1N1E34DA 2100	149995



BAR EQUALS ONE
INCH WHEN DRAWING
IS PLOTTED FULL SIZE.
IF NOT, SCALE ACCORDINGLY



SCALE: 1"=40'

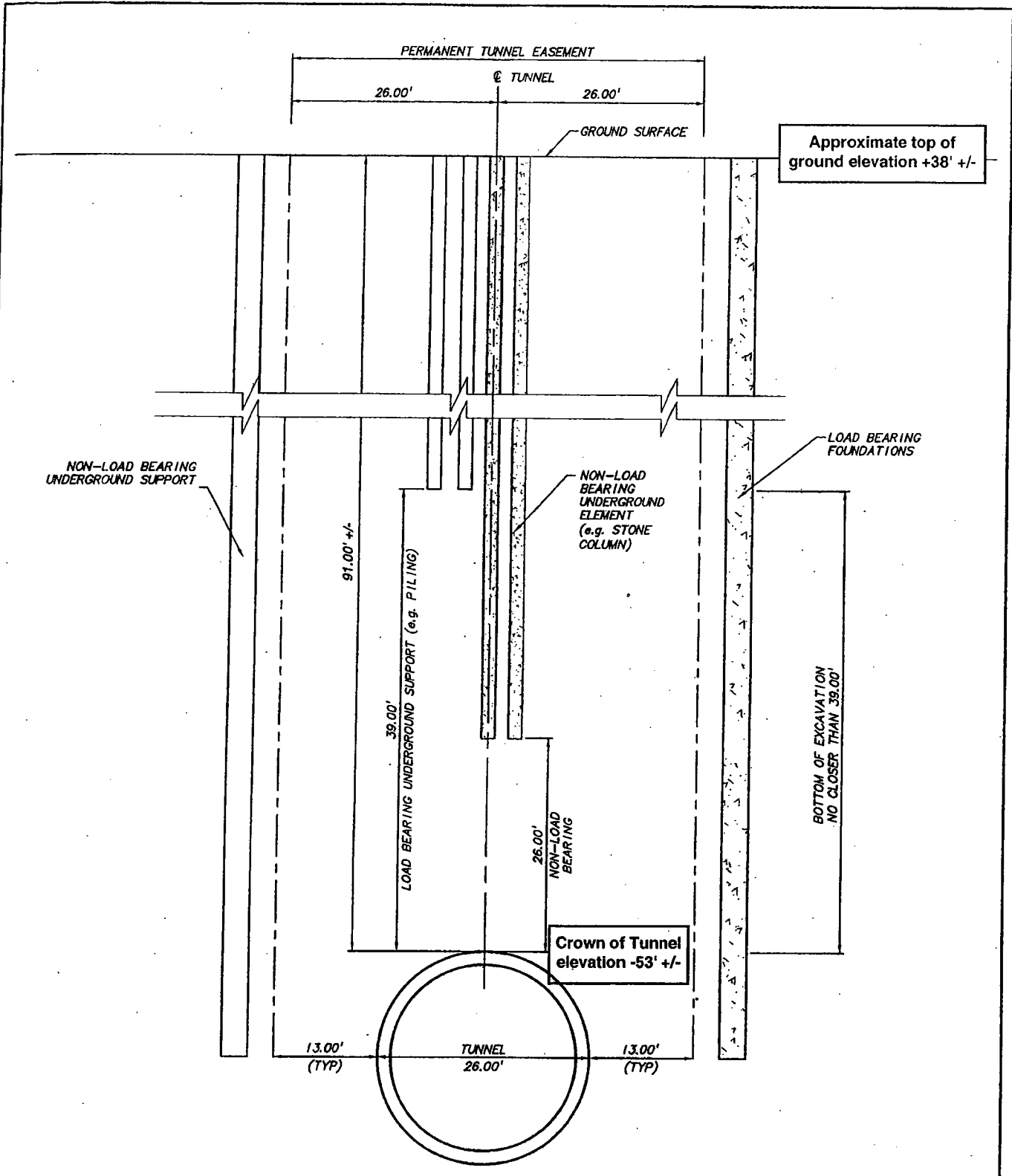
EXHIBIT "A"

PROJECT COORDINATES

CITY OF PORTLAND
ENVIRONMENTAL SERVICES
EAST SIDE CSO TUNNEL PROJECT
PB PARSONS BRINCKERHOFF
400 S.W. Sixth Ave, Portland, OR 97204

EAST SIDE CSO TUNNEL PROJECT
PERMANENT TUNNEL EASEMENT
PROJECT ID NO. 2128 THRU 2132
STATE ID NO. 1N1E34DA 2000 THRU 2400
OWNER: CITY OF PORTLAND (PDC)

1/4 SECTION
3230
JOB NO.
5516
SHEET NO.
1 of 1

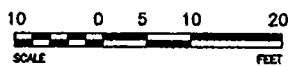


**RESTRICTIONS ON SUBSURFACE DEVELOPMENT
FOR PROTECTION OF TUNNEL**

Date: 2/22/08

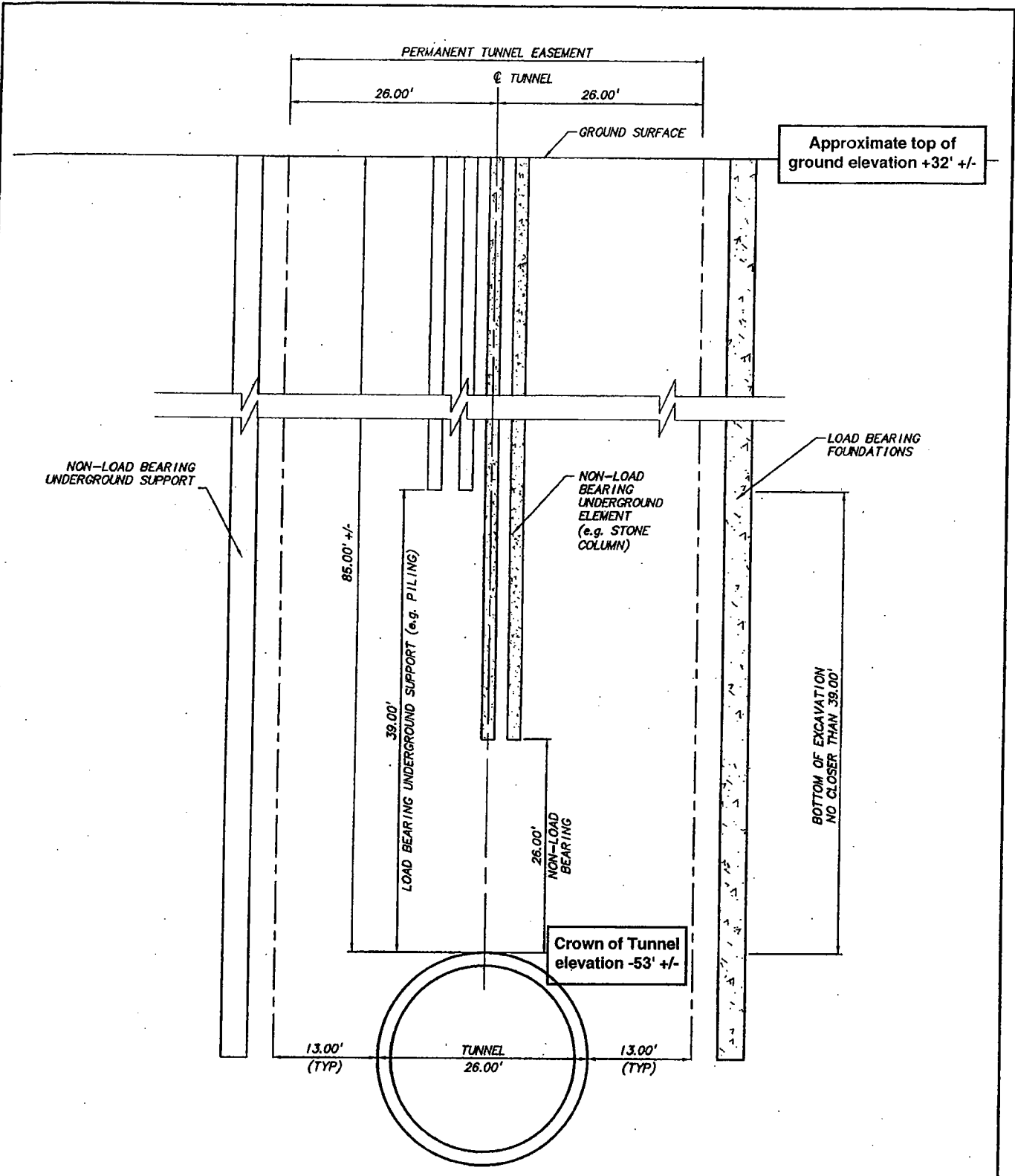


CITY OF PORTLAND
ENVIRONMENTAL SERVICES



**EXHIBIT B
EAST SIDE CSO TUNNEL
TUNNEL EASEMENT
Property ID# 2128**

JOB NO.
5516
FIGURE NO.
2

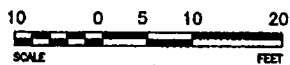


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FOR PROTECTION OF TUNNEL**

Date: 2/22/08

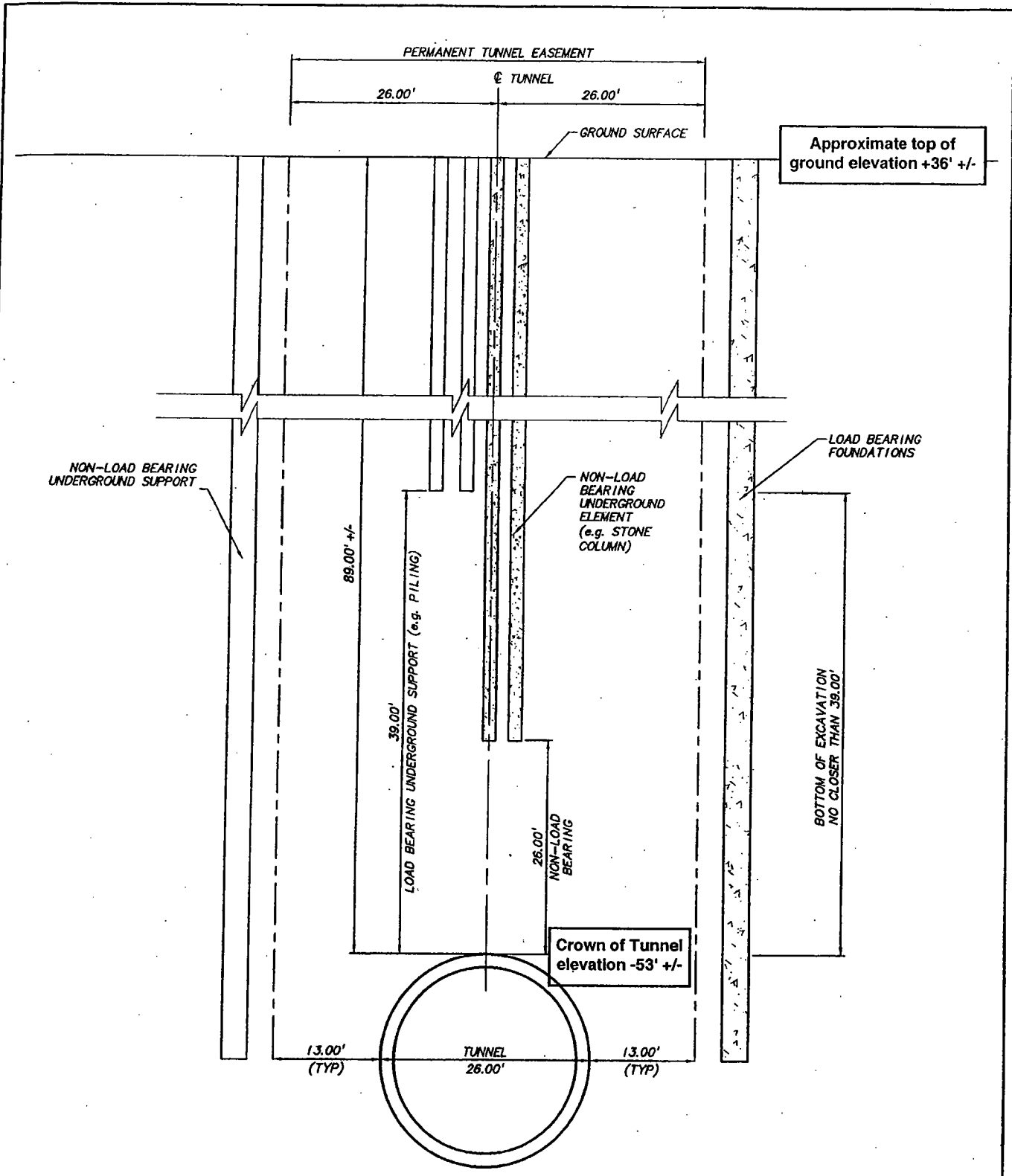


CITY OF PORTLAND
ENVIRONMENTAL SERVICES



**EXHIBIT B
EAST SIDE CSO TUNNEL
TUNNEL EASEMENT
Property ID# 2129**

JOB NO.
5516
FIGURE NO.
2

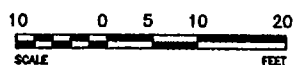


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FOR PROTECTION OF TUNNEL**

Date: 2/22/08

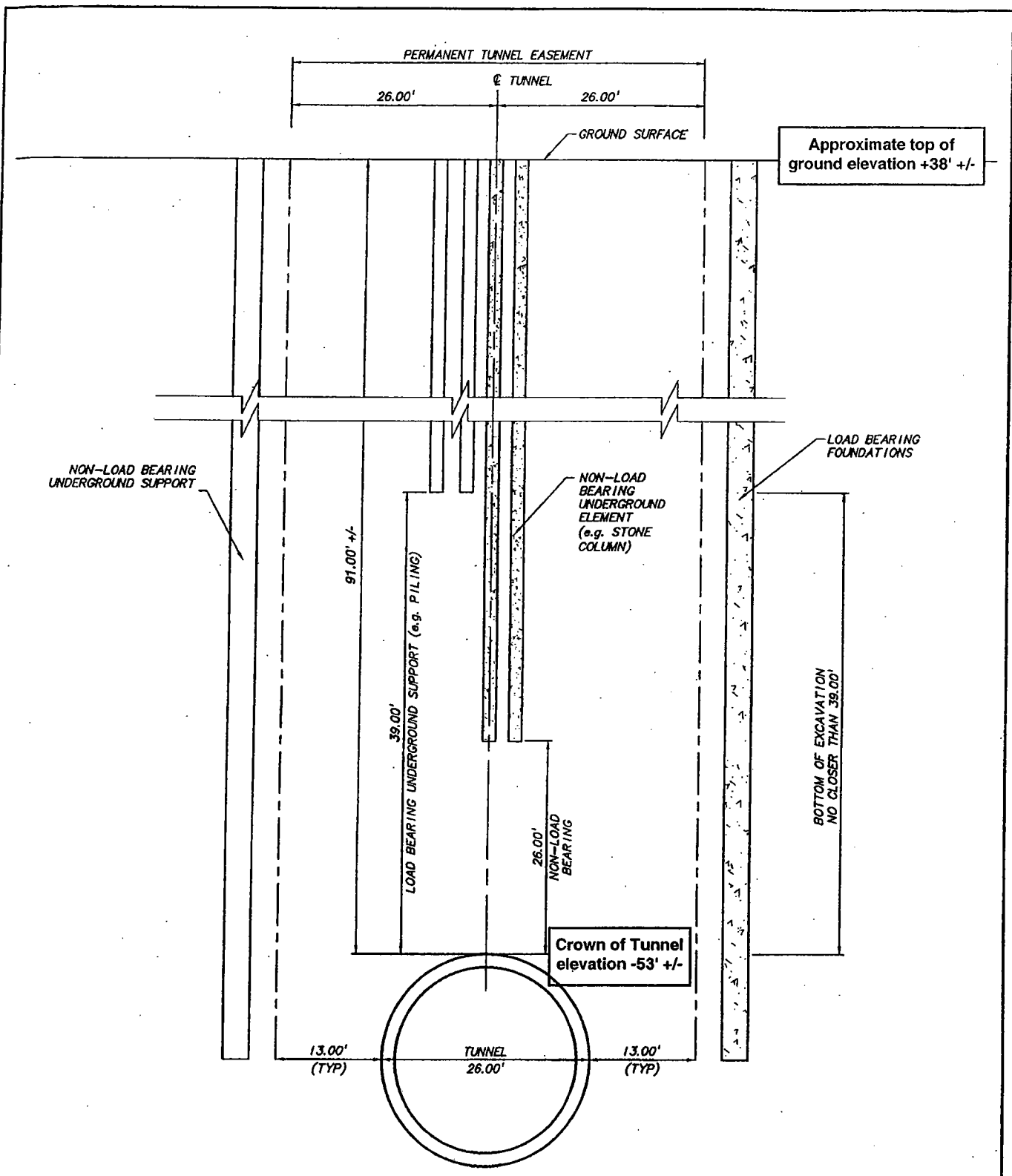


CITY OF PORTLAND
ENVIRONMENTAL SERVICES



**EXHIBIT B
EAST SIDE CSO TUNNEL
TUNNEL EASEMENT
Property ID# 2130**

JOB NO. 5516
FIGURE NO. 2



**RESTRICTIONS ON SUBSURFACE DEVELOPMENT
FOR PROTECTION OF TUNNEL**

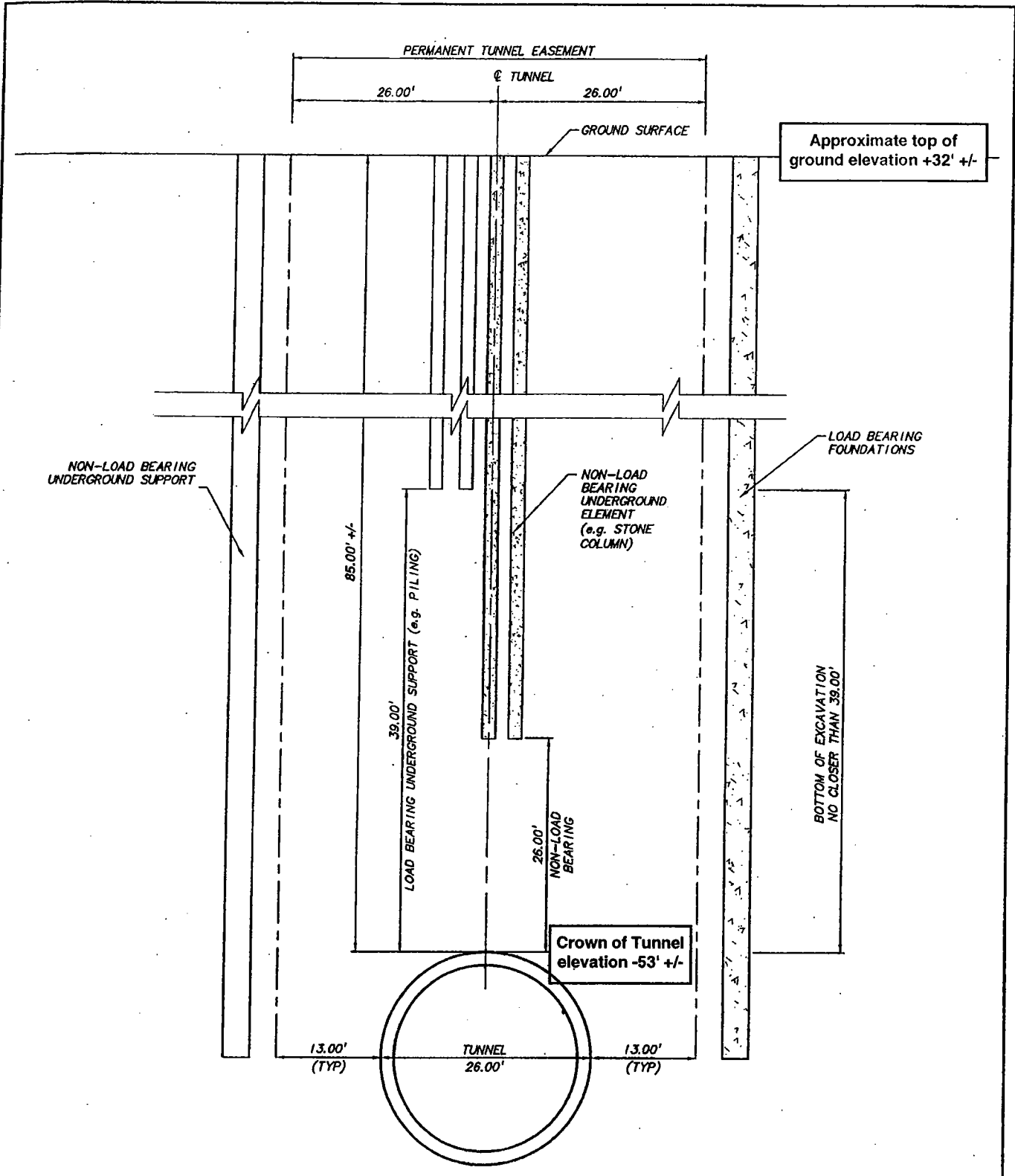
Date: 2/22/08



CITY OF PORTLAND
ENVIRONMENTAL SERVICES

**EXHIBIT B
EAST SIDE CSO TUNNEL
TUNNEL EASEMENT
Property ID# 2131**

JOB NO.
5516
FIGURE NO.
2

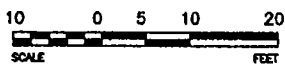


**RESTRICTIONS ON SUBSURFACE DEVELOPMENT
FOR PROTECTION OF TUNNEL**

Date: 2/22/08



CITY OF PORTLAND
ENVIRONMENTAL SERVICES



**EXHIBIT B
EAST SIDE CSO TUNNEL
TUNNEL EASEMENT
Property ID# 2132**

JOB NO.	5516
FIGURE NO.	2