

Exhibit A

PERMANENT SHAFT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **Tri-County Metropolitan Transportation District of Oregon**, a mass transit district organized under the laws of the State of Oregon (Grantor), in consideration of the sum of One and no/100 Dollars (\$1.00) and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon (Grantee), does hereby grant unto said City of Portland an exclusive and perpetual easement for the purpose of laying down, constructing, reconstructing, operating, inspecting, monitoring and maintaining a sewer or sewers, sewer shaft facilities and appurtenances, through, under, over and along the following described parcel:

R/W #6246-3008

A portion of that tract of land described in Book 2290, page 881, recorded April 6, 1990, Multnomah County Deed Records, situated in the northeast one-quarter of Section 34, T1N, R1E, W.M., Block 51, *HOLLADAY'S ADDITION TO EAST PORTLAND*, City of Portland, County of Multnomah, State of Oregon, described as follows:

Beginning at the southwest corner of said Block 51; thence N 01° 47' 12" E, along the west line of said Block 51, a distance of 9.51 feet; thence along the arc of a non-tangent 192.50 foot radius curve to the left, through a central angle of 11° 32' 17", an arc distance of 38.77 feet (the chord bears N 49° 51' 40" E, 38.70 feet); thence S 07° 08' 46" E, a distance of 34.80 feet; thence S 00° 58' 52" W, a distance of 0.99 feet to the south line of said Block 51; thence N 88° 12' 48" W, along the south line of said Block 51, a distance of 34.21 feet to the Point of Beginning.

Said easement area contains 719 square feet, more or less, and is generally depicted on Exhibit A attached hereto.

1N1E34AA 4000

After Recording Return to: _____

106/800/Linda Birth _____

Tax Statement shall be sent to: _____

No Change _____

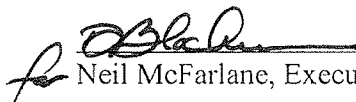
IT IS UNDERSTOOD and agreed that:

- A. Except as to permanent changes made necessary by and authorized under this easement, Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- B. No other utilities, buildings, facilities, easements, material storage, grade change or tree planting will be allowed within the easement boundaries without prior written consent of the Director of the Bureau of Environmental Services. Landscaping which by its nature is shallow rooted and may be easily removed to permit access to the sewer lines and facilities authorized by this easement shall not require consent.
- C. This easement includes the right of access for construction, inspection, maintenance or other sewerage system activities and reasonable rights of access to the easement area across Grantor's adjacent property.
- D. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- 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 that it has the authority to grant this easement, and that to the best of its knowledge, the subject property is free from all liens and encumbrances that would materially affect the easement grant.
- G. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights.
- 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. Grantor represents that to the best of its knowledge, there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- 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.
- K. The parties acknowledge that this easement will in no way affect TriMet's continuing control of the easement area for purposes of 49 U.S.C. § 5309(d)(1).

L. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, Grantee agrees to defend, indemnify and hold Grantor harmless from and against all claims made for injury to person or property caused by the negligence of Grantee, its agents, contractors or employees during the actual use by Grantee of the easement area for the above-described purpose, and Grantee, to the extent permitted by Article XI, Section 7, of the Oregon Constitution and in accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, further agrees to indemnify and hold Grantor harmless from and against any and all claims arising from any breach or default on the part of Grantee in the performance of any covenant or agreement on the part of Grantee to be performed pursuant to the terms of this easement, or arising as a result of the storage, handling, disposal, or release of Hazardous Substances by Grantee, its agents, contractors or employees occurring during the term of this easement in or about the easement area, and from and against all costs, counsel fees, expenses, and liabilities incurred in or relating to any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against Grantor by reason of any such claim, Grantor may, at its option, require that Grantee resist or defend such action or proceeding at Grantee's own cost and expense and by counsel reasonably satisfactory to Grantor. The indemnity provided herein must survive termination of this easement.

IN WITNESS WHEREOF, Tri-County Metropolitan District of Oregon has caused these presents to be signed by its duly authorized representative, this 25th day of August, 2008.

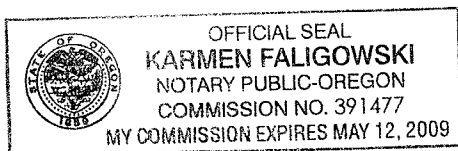
Tri-County Metropolitan Transportation District
Oregon, a mass transit district organized under the
laws of the State of Oregon

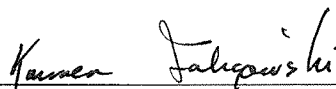

Neil McFarlane, Executive Director

State of Oregon

County of Multnomah

This instrument was acknowledged before me on August 25, 2008, by Neil McFarlane as Executive Director of Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the State of Oregon.



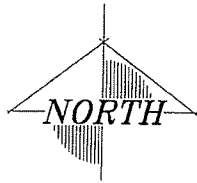

Notary Public for Oregon
My Commission expires May 12, 2009

APPROVED AS TO FORM:

City Attorney

APPROVED:

Bureau of Environmental Services Director
or his designee



N.E. WILLIAMS
AVE. (VACATED)

CURVE DATA

D=11'32'17"
R=192.50'
L=38.77'
CB=N 49'51'40"E
CD=38.70'

N 01'47'12"E
9.51'

PERMANENT
SHAFT
EASEMENT
719 S.F.

N 88'12'48"W 34.21'

S 07'08'46"E 34.80'
S 00'58'52"W
0.99'

P.O.B.

C/L PIPELINE &
25' WIDE PIPELINE
EASEMENT

N.E. HOLLADAY
ST. (VACATED)

TRI-MET

PROPERTY OWNER:

TRI-MET
STATE ID: 1N1E34AA 4000
RNO: R182160
PROJECT ID: 3008

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

EXHIBIT "A"

20 0 10 20 40



SCALE: 1"=20'

PROJECT COORDINATES

CITY OF PORTLAND
ENVIRONMENTAL SERVICES
EAST SIDE CSO TUNNEL PROJECT



EAST SIDE CSO TUNNEL PROJECT
PERMANENT SHAFT EASEMENT
PROJECT ID NO. 3008
STATE ID NO. 1N1E34AA 04000
OWNER: TRI-MET

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

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