

Exhibit B

**PERMANENT PIPELINE 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 a non-exclusive perpetual easement for the purpose of constructing, reconstructing, operating, inspecting, monitoring and maintaining a subsurface sewer tunnel facility and appurtenances, through, under and along the following described parcel:

R/W #6246-3008

A portion of that tract of land described as R/W #5307-G recorded in Document #2000-116453, on August 22, 2000, Multnomah County Deed Records, situated in the northeast one-quarter of Section 34, T1N, R1E, W.M., Block 38, *WHEELERS ADDITION TO EAST PORTLAND*, City of Portland, County of Multnomah, State of Oregon, described as follows:

Beginning at the northwest corner of said Block 38, thence S 88° 12' 48" E, along the north line of said Block 38, a distance of 16.02 feet; thence along the arc of a non-tangent 27.50 foot radius curve to the left, through a central angle of 02° 52' 26", an arc distance of 1.38 feet (the chord bears S 27° 27' 05" W, 1.38 feet); thence S 26° 04' 51" W, a distance of 25.71 feet; thence along the arc of a 17.50 foot radius non-tangent curve to the right, through a central angle of 19° 28' 49", an arc distance of 5.95 feet (the chord bears S 56° 42' 08" W, 5.92 feet) to the west line of said Block 38; thence N 01° 47' 12" E, along the west line of said Block 38, a distance of 28.08 feet, to the Point of Beginning.

Said easement area contains 267 square feet, more or less, and is generally depicted on Exhibits A and B attached hereto.

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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. This easement includes the right of access for construction, inspection, maintenance or other sewerage system activities.
- 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 facility or jeopardize the integrity of the facility. 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 facility or jeopardize the integrity of the tunnel facility. Underground improvements within the Easement Area must be consistent with Exhibit B, which specifically prohibits any underground improvements within eight (8) feet either side of the tunnel, and shall not install load bearing underground improvements within twenty-five (25) feet above the crown of the tunnel and non-load bearing underground improvements within eight (8) 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.
- C. This easement does not grant or convey to Grantee any right or title to the surface of the soil along the route of said sewer.
- D. This easement includes the right to make visual and photographic inspection of the surface and associated improvements during construction.
- 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 shall 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 shall 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 25<sup>th</sup> day of August, 2008.

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

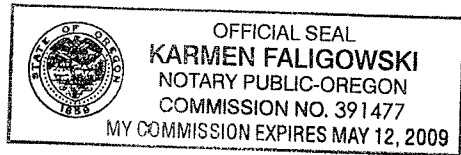
  
Neil McFarlane, Executive Director

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.

Karmen Faligowski  
Notary Public for Oregon  
My Commission expires May 12, 2009

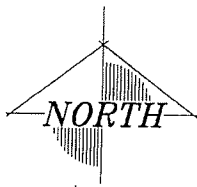


APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED:

\_\_\_\_\_  
Bureau of Environmental Services Director  
or designee



N.E. HOLLADAY ST.  
(VACATED)

PERMANENT  
PIPELINE  
EASEMENT  
266 S.F.

P.O.B.

TRI-MET

CURVE DATA

D=02'52'26"

R=27.50'

L=1.38'

CB=S 27'27'05"W

CD=1.38'

S 88'12'48"E

16.02'

28.08'

N 01'47'12"E

25.71'

S 26'04'51"W

N.E. WILLIAMS AVE.

CURVE DATA

D=19'28'49"

R=17.50'

L=5.95'

CB=S 56'42'08"W

CD=5.92'

C/L PIPELINE &  
25' WIDE PIPELINE  
EASEMENT

D-3008-PPE\_Final.dwg, 02/07/07 at 08:08

PROPERTY OWNER:

TRI-MET

STATE ID: 1N1E34AA.4000

RNO: R182160

PROJECT ID: 3008



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

10 0 5 10 20



SCALE: 1"=10'

**EXHIBIT "A"**

PROJECT COORDINATES

CITY OF PORTLAND  
**ENVIRONMENTAL SERVICES**  
EAST SIDE CSO TUNNEL PROJECT



**EAST SIDE CSO TUNNEL PROJECT**

PERMANENT PIPELINE EASEMENT

PROJECT ID NO. 3008

STATE ID NO. 1N1E34AA 04000

OWNER: TRI-MET

1/4 SECTION

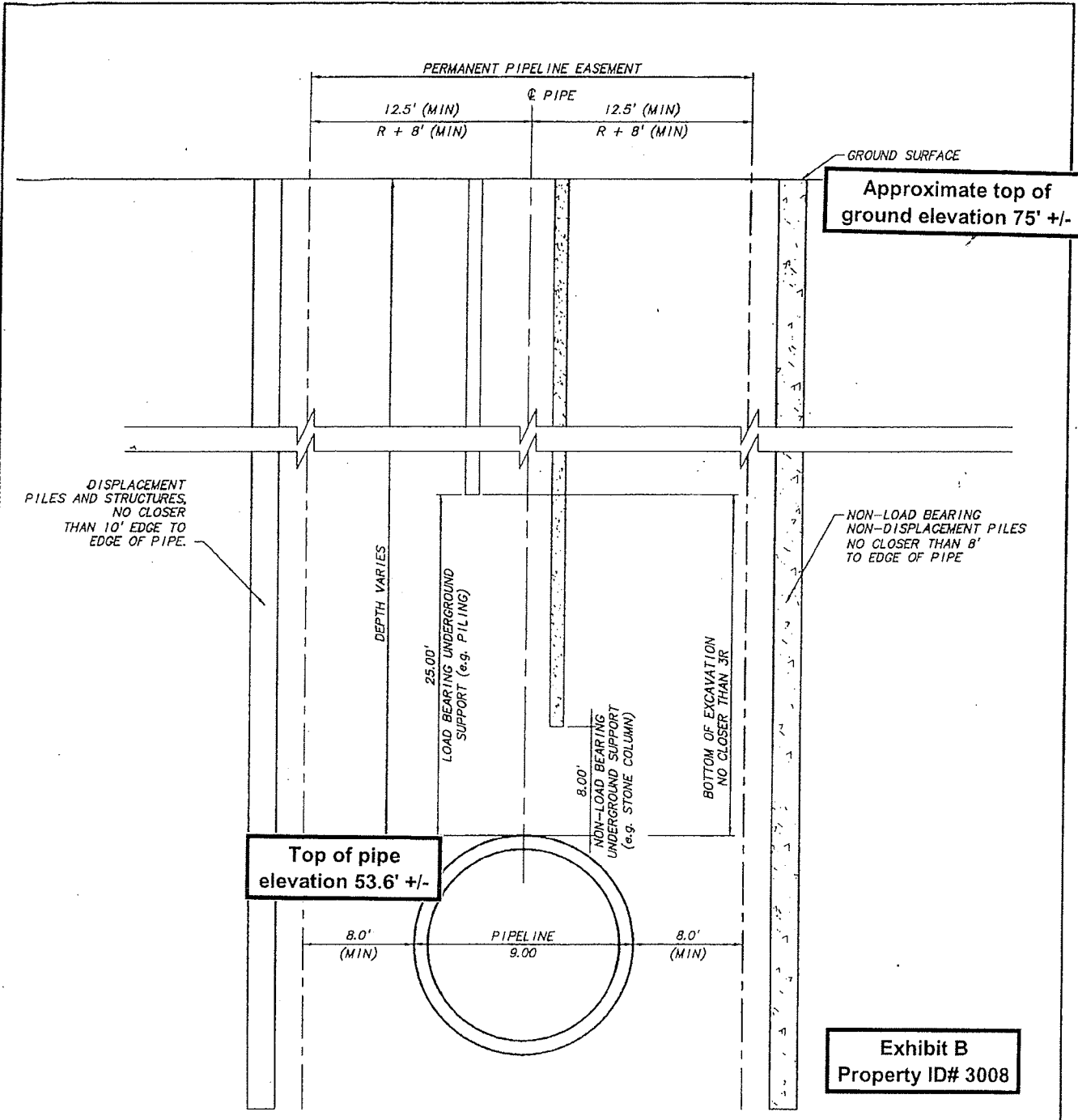
JOB NO.

5516

SHEET NO.

1 of 1

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**RESTRICTIONS ON DEVELOPMENT FOR PROTECTION OF SEWER NIS**

**NOTE:** STRUCTURES AND IMPROVEMENTS MUST BE DESIGNED TO ATTAIN A ZERO LOAD ON THE SEWER FACILITIES AND NOT AFFECT THE INTEGRITY OF THE SEWER.



CITY OF PORTLAND  
**ENVIRONMENTAL SERVICES**



**EAST SIDE CSO TUNNEL**

**PIPELINE EASEMENT**

JOB NO.  
**5516**

FIGURE NO.  
**1**