

**BUILDING EYEBOLT AND SPAN WIRE ATTACHMENT EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **Bridgeport Condominium Owners' Association, a non-profit corporation**, organized and incorporated under the laws of the State of Oregon, Grantor, for good and valuable non-monetary consideration, the receipt whereof is hereby acknowledged, hereby grants unto the City of Portland, a municipal corporation of the State of Oregon, Grantee ("City"), a building eyebolt and span wire attachment easement for the purpose of installing, and thereafter maintaining, one or more catenary wire attachments to the structure as depicted on Exhibits A and B attached and described and located as follows:

Building Name: <u>Bridgeport Condominiums</u>	Attachment No: <u>11+33.26</u>
	Offset: <u>18.76 Rt.</u>
	Elevation: <u>60.83 ft</u>
	Attachment No.: <u>12+57.15</u>
	Offset: <u>25.10 Rt.</u>
	Elevation: <u>64.44 ft</u>

Elevations are referenced to the City of Portland Vertical Datum.

Building Address: 1130 NW 12th Avenue

"Building" shall mean collectively the Bridgeport Condominiums building located on the real property more particularly described as follows:

A parcel of land situated in the northwest one-quarter of Section 34, T1N, R1E, W.M., in the City of Portland, County of Multnomah, State of Oregon, said parcel being a portion of Bridgeport Condominiums recorded January 3, 2007 in Document No. 2007-001097, Multnomah County Plat Records.

The locations of the eyebolt and span wire attachments ("Facilities") and the detail of the installation are shown on Exhibits A and B which is attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD, the same easement to the City of Portland for the uses and purposes aforesaid forever.

- A. Grantor is the owner or is authorized to act on behalf of owner or owners of certain real property and improvements located in the City of Portland, County of Multnomah, State of Oregon, (as hereafter defined) located at 1130 NW 11th Avenue.

- B. The purpose of this easement is to support the overhead catenary system and avoid removal of underground parking spaces located within existing right-of-way currently being used under a revocable permit with the City.
- C. This easement shall become effective on the date of acceptance by the City, and shall bind the Grantor's heirs, successors, and assigns. This easement shall not be terminated by Grantor unless Grantor and City first agree on an alternate location suitable for the Facilities covered by this easement. Grantor shall bear all reasonable costs associated with removal and relocation of the Facilities if relocation is requested by Grantor, except as provided for in Provision D below. If relocation is at the City's request, City shall bear the expense to relocate the Facilities.
- D. City shall have building exterior access to the attachments at all times for emergency repairs and routine maintenance and agrees to make and maintain its attachments in a manner that will not impair the structure. City shall repair any damage to the structure caused by the installation, testing, maintenance, repair, replacement or removal of the attachments and shall restore the surface of the structure to a condition as good as or better than the surface existed before the commencement of the installation, maintenance, repair, replacement or removal of the attachments, except upon Grantor's request for relocation. All routine maintenance work will be completed by the City during typical business hours of 8:00am to 5:00pm.
- E. Grantor may not make any changes to the exterior of the building that may impact or alter the attachment or involve removing walls supporting the attachments without prior written approval from City.
- F. All repairs, replacements, alterations, or other work performed on or near the attachments by Grantor shall be done in such a way as to not interfere with the building eyebolt or span wire. Grantor shall give City written notice of Grantor's proposed activities prior to the commencement of work being performed.
- G.
  - 1) If fifty percent (50%) or more of the building is damaged, or if for reasons beyond Grantor's control or by virtue of any financing of building, sufficient insurance proceeds are not made available for the repair and restoration of the building, then, in any of such events, Grantor may elect to terminate this Easement as of the date of damage or destruction by notice given to City in writing not more than one hundred twenty (120) days following the date of damage or after the date Grantor determines that the insurance proceeds will be insufficient, whichever is applicable. If such notice is given, all rights and obligations of the Grantor and City shall cease as of the date of termination. Any insurance which may be carried by Grantor or City shall be for the sole benefit of the party carrying such insurance. If such notice is given, City has the right to install OCS poles within the existing public right-of-way.
  - 2) In the absence of an election to terminate as described in paragraph above, Grantor shall proceed to restore the building to substantially the same form as prior to the damage or destruction, so as to provide City an equivalent easement to that before the damage or destruction. Work shall be commenced as soon as reasonably possible,

and thereafter proceed without interruption, except for work stoppages on account of matters beyond the reasonable control of Grantor. City shall bear the cost associated with removal and reinstallation of the Facilities.

- H. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims; Act, City agrees to indemnify Grantor for claims arising from the acts of City employees under this easement.

IN WITNESS WHEREOF, Bridgeport Condominium Owners' Association, a non-profit corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by \_\_\_\_\_ as President and \_\_\_\_\_ as Secretary, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

BRIDGEPORT CONDOMINIUM OWNERS'  
ASSOCIATION, A NON-PROFIT CORPORATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2010,  
by \_\_\_\_\_ as President, and \_\_\_\_\_ as  
Secretary, of Bridgeport Condominium Owners' Association, a non-profit corporation.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

Approved as to form:

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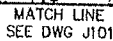
City Attorney

Approved:

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Director or designee

V176-7\4-29BLDG EYEBOLT & SPAN WIRE.DOC



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POLE NUMBER	STATIONING	OFFSET TO TRACK CENTERLINE	TYPE	DESIGNATION	CONDUIT	EXISTING	CONTRACT WIRE HEIGHT	SUPPORT REGISTRATION REFERENCE	MISCELLANEOUS ASSEMBLIES	NOTES
2+378	352+11	351+40	15.9'	OC5	PP3	1 x 2"	19'-0"	19'-1"	OC3	OR ON EX. CANTILE
FOUNDATION	OC5	30.3'	OC5	PP4	PP4	PP4	19'-0"	19'-1"	CS2H	
STRUCTURE	PP3	PP4	PP4	PP4	PP4	PP4	19'-0"	19'-1"	PP4	
CONTACT WIRE HEIGHT	19'-4"	19'-0"	19'-1"	19'-0"	19'-1"	19'-0"	19'-1"	19'-0"	19'-1"	
SUPPORT REGISTRATION REFERENCE	OC3	CS2H	PP4	PP4	PP4	PP4	19'-0"	19'-1"	PP4	
MISCELLANEOUS ASSEMBLIES	J45									
OR ON EX. CANTILE										
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APPROVALS:

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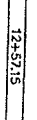
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
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**URS**Job PORTLAND STREETCAR LOOP

Project No. \_\_\_\_\_

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Description \_\_\_\_\_

Computed by KWF

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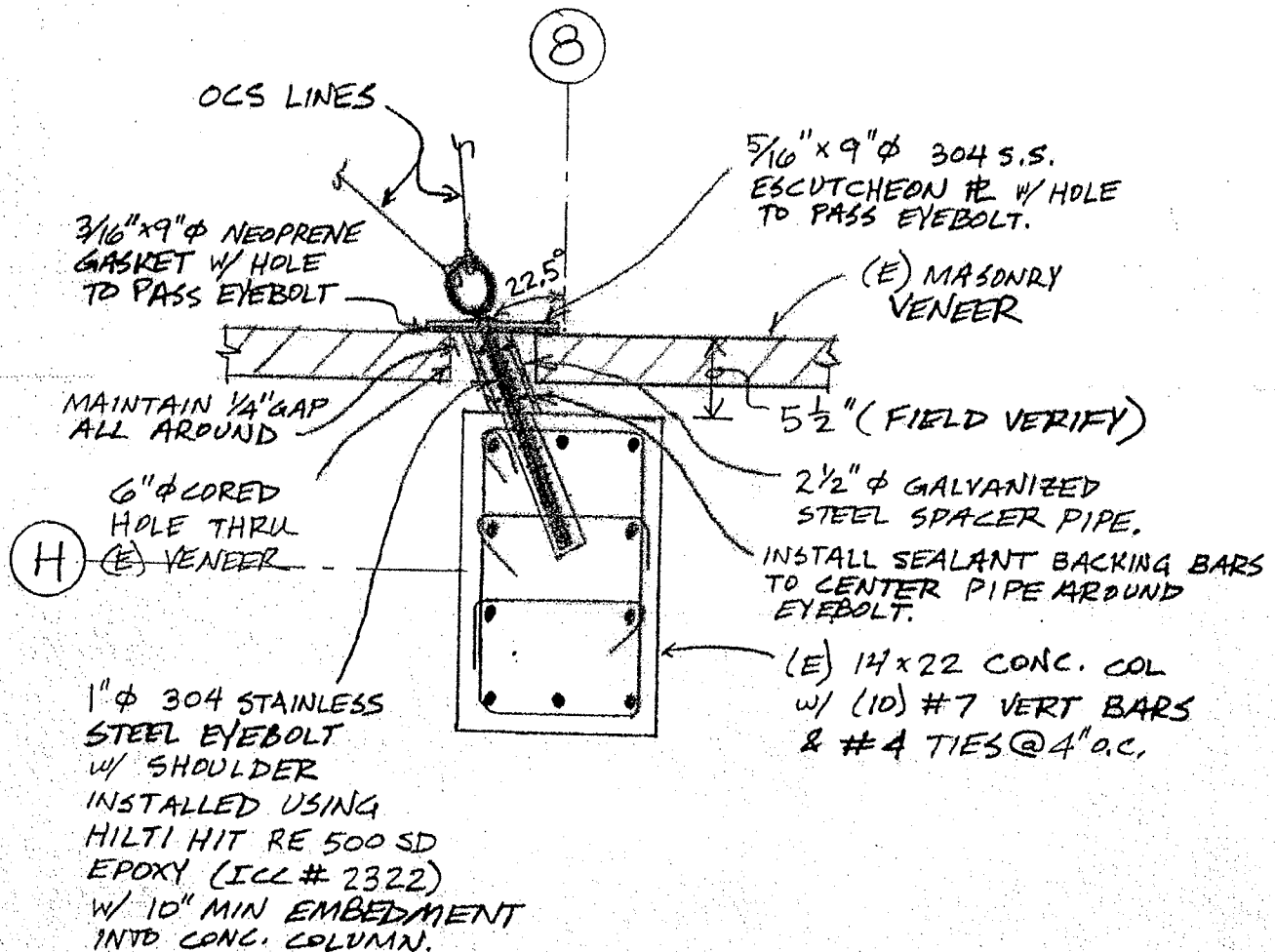
BRIDGEPORT BLDG ATTACHMENTS

Checked by \_\_\_\_\_

Date 4-2-10

Date \_\_\_\_\_

Reference \_\_\_\_\_

NOTES:

1. LOCATE ANCHOR AT ELEVATION 22.05'. IF CONFLICT OCCURS WITH EXISTING COLUMN REINFORCING, RELOCATE ANCHOR UPWARD.
2. ANCHOR AT BUILDING COLUMN H-3 IS SIMILAR BUT WITH 3/4"  $\phi$  EYEBOLT INSTALLED PERPENDICULAR TO FACE OF VENEER/COLUMN @ ELEVATION 23.73'.