

EXHIBIT A**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **WMR, L.L.C.**, a Washington limited liability company (Grantor) in consideration of the sum of Two Thousand One Hundred and Twenty Nine and no/100 Dollars, (\$2,129.00) 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 temporary easement for the purpose of supporting construction activities associated with the N Burgard Rd Bridge Replacement Project, through, under, over and along the following described as parcels 1, 2 & 3 and depicted on Exhibits A1, A2 & A3 attached hereto and by this reference made a part hereof:

Parcel 1

A portion of that tract of land described in Statutory Special Warranty Deed, Instrument #97138817, recorded September 11, 1997, Multnomah County Deed Records, situated in the southeast one-quarter of Section 35, T2N, RIW, W.M., City of Portland, County of Multnomah, State of Oregon, described as follows;

Commencing on the easterly line of N Burgard Road, at the most northerly point of that tract of land described in Warranty Deed - Statutory Form, Exhibit A, Parcel I, Instrument #2001-044984, Multnomah County Deed Records, recorded March 30, 2001; thence N 21° 06' 33" W, along the easterly line of N Burgard Road, a distance of 31.71 feet, to the True Point of Beginning of the tract herein described; thence N 21° 06' 33" W, continuing along the easterly line of N Burgard Road, a distance of 13.64 feet; thence S 68° 14' 50" E, a distance of 135.85 feet; thence S 30° 13' 05" E, a distance of 25.78 feet; to the northeasterly line of that tract of land described in said Instrument #2001-044984; thence N 76° 08' 04" W, along said northeasterly line, a distance of 13.92 feet; thence N 30° 13' 05" W, a distance of 12.65 feet; thence N 68° 14' 50" W, a distance of 123.12 feet, to the True Point of Beginning.

R/W #6885-2, 3, & 4

After Recording Return to:

2N1W35D 1200, 1400 and 1500

106/800/Marty Maloney

Tax Statement shall be sent to:

No Change

Contains 1,487 square feet.

Parcel 2

A portion of that tract of land described as Parcel I in Exhibit A, of Warranty Deed Instrument #2001-044984, recorded March 30th, 2001, Multnomah County Deed Records, situated in the southeast one-quarter of Section 35, T2N, R1W, W.M., City of Portland, County of Multnomah, State of Oregon, described as follows;

Commencing at a point common to the easterly line of N Burgard Road, and the southwesterly line of said Parcel 1; thence S 76° 08' 04" E, along the southwesterly line of said Parcel 1, a distance of 63.28 feet, to the True Point of Beginning of the tract herein described; thence N 31° 24' 09" E, a distance of 62.21 feet; thence N 30° 13' 05" W, a distance of 56.63 feet, to the northeasterly line of said Parcel 1; thence S 76° 08' 04" E, along the northeasterly line of said Parcel I, a distance of 13.92 feet; thence S 30° 13' 05" E, a distance of 52.91 feet; thence S 31° 24' 09" W, a distance of 65.02 feet, to the southwesterly line of said Parcel 1; thence N 76° 08' 04" W, along the southwesterly line of said Parcel 1, a distance of 10.49 feet, to the True Point of Beginning;

Contains 1,184 square feet.

Parcel 3

A portion of that tract of land described as Parcel II in Exhibit A, of Warranty Deed Instrument #2001-044984, recorded March 30th, 2001 Multnomah County Deed Records, situated in the southeast one-quarter of Section 35, T2N, RIW, W.M., City of Portland, County of Multnomah, State of Oregon, described as follows;

Beginning at a point which is S 21° 06' 33" E, along the easterly line of N Burgard Road, a distance of 76.04 feet from the most northerly point of said Parcel II; thence N 31° 24' 09" E, a distance of 65.34 feet; thence S 76° 08' 04" E, a distance of 10.49 feet; thence N 31° 24' 09" W, a distance of 76.17 feet, to the easterly line of N Burgard Road; thence N 21° 06' 33" W, along said easterly line, a distance of 12.60 feet, to the Point of Beginning.

Contains 708 square feet.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for original construction for a term of 24 months, commencing no earlier than January 2nd, 2011 and terminating no later than January 1st, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond

midnight December 31st, 2014. Grantee will pay the additional sum of \$89.00, per month for any extension, after the 24 month construction term, beginning no later than January 1st, 2013.

- C. Grantee agrees to provide Grantor with at least seven (7) days written notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will at all times maintain access to Grantor's property.
- E. 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.
- F. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- G. Grantor represents and warrants that it has the authority to grant this easement.
- H. 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.
- I. Grantee, by accepting this easement, is not assuming liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability. The Grantor, by conveying this easement, is not assuming liability for any release of hazardous substances by the City or its contractors onto or from the subject property occurring during the term of this easement, and that the City is not attempting to convey such liability.
- J. Grantee's entry upon and any work to be performed by Grantee on the Easement Area shall be completed in a careful and workmanlike manner, free of claims or liens. Upon completion of any entry or work, Grantee shall promptly remove all related debris and restore the Easement Area to its equivalent condition as existed at the commencement of such entry or work, with the exception of project related improvements.
- K. City shall require its contractor to indemnify, hold harmless and defend Grantor from and against all claims, suits, actions of whatsoever nature, damages or loses, and all expenses and costs incidental to the investigations and defense thereof, including reasonable attorney fees, resulting from or arising out of the contractor's activities within the easement. The City will have the contractor name Grantor as additional insured on the general contractor's insurance. Grantee shall furnish Grantor evidence of said insurance coverage prior to Grantee's performing any work in the Easement Area.
- L. If there is any ambiguity or inconsistency between the legal descriptions for Parcel 1, Parcel 2, or Parcel 3 above, and the depictions on Exhibit "A", Exhibit "B", or Exhibit

"C" above, then the depictions on Exhibit "A", Exhibit "B" and Exhibit "C" are controlling and supersede the legal descriptions.

[Remainder of the Page is Intentionally Left Blank]

IN WITNESS WHEREOF, WMR, L.L.C., a Washington Limited Liability company, pursuant to its Articles of Organization, duly and legally adopted, has caused these presents to be signed by its members, this 27 day of April, 2010.

WMR, L.L.C.,
A WASHINGTON LIMITED LIABILITY COMPANY

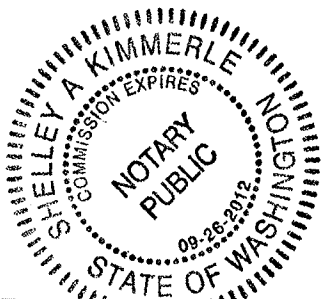
By: _____

William A. Davis, Its Authorized Member

STATE OF WASHINGTON

County of King

This instrument was acknowledged before me on April 27, 2010, by William A. Davis as the authorized member of WMR, L.L.C., a Washington Limited Liability company.



Shelley A. Kimmerle
Notary Public for Washington
My Commission expires 09-26-12

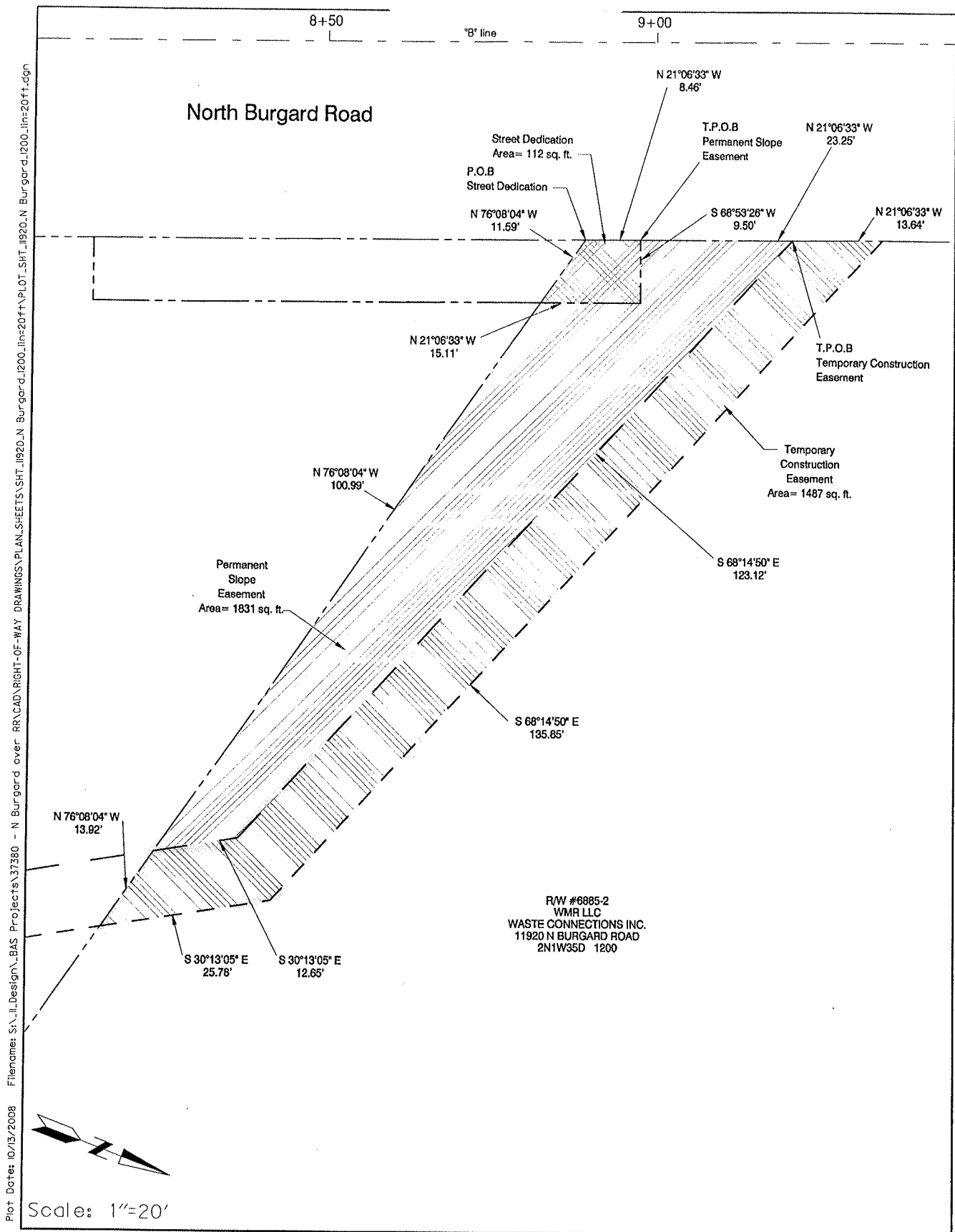
APPROVED AS TO FORM:

APPROVED AS TO FORM

Linda M. [Signature]
City Attorney
CITY ATTORNEY

Approved:

Director or designee

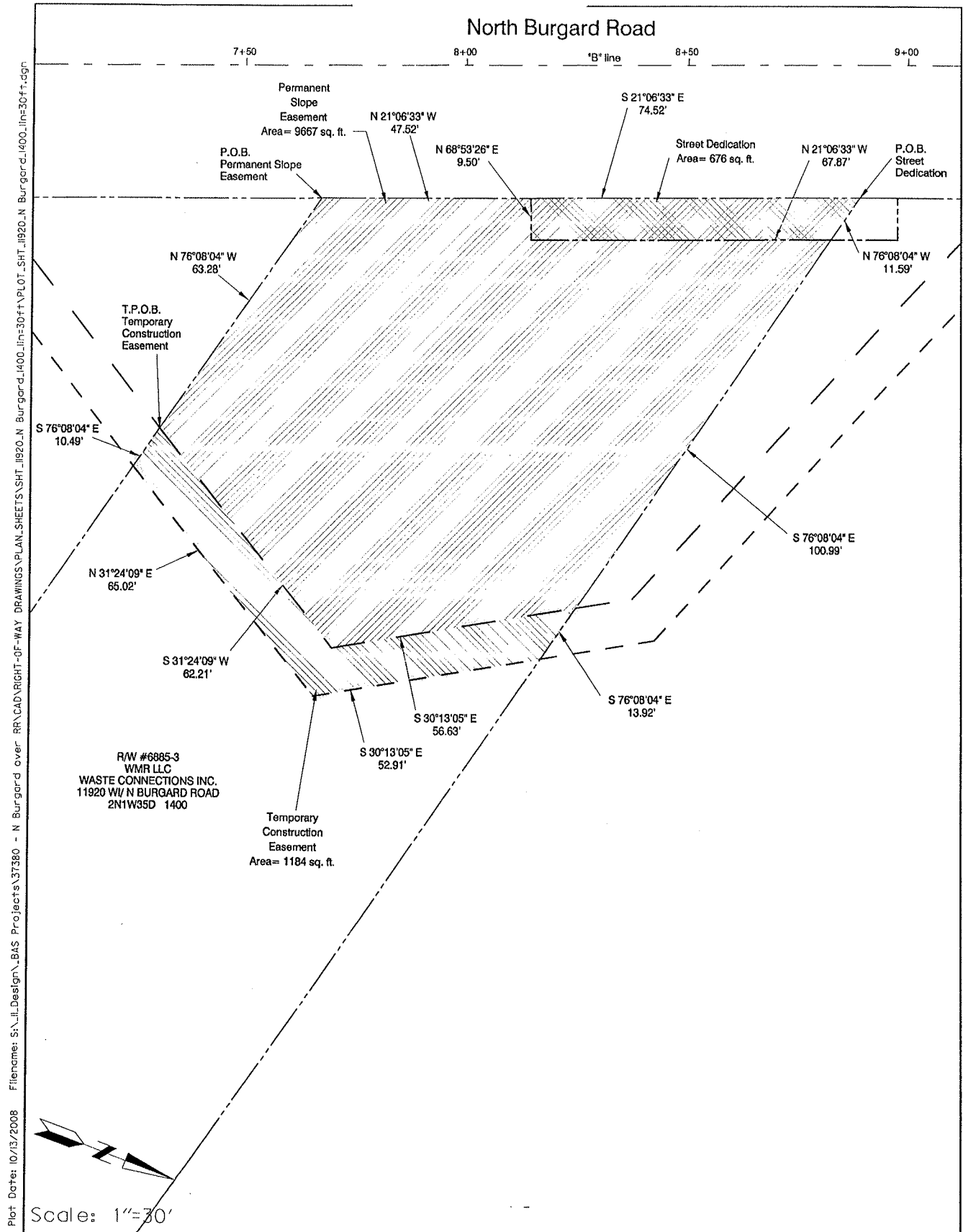


SAM ADAMS
STEVE TOWNSEN, P.E.

COMMISSIONER
CITY ENGINEER

Site Address

11920 WI/North Burgard Road
State I.D. 2N1W35D 1200

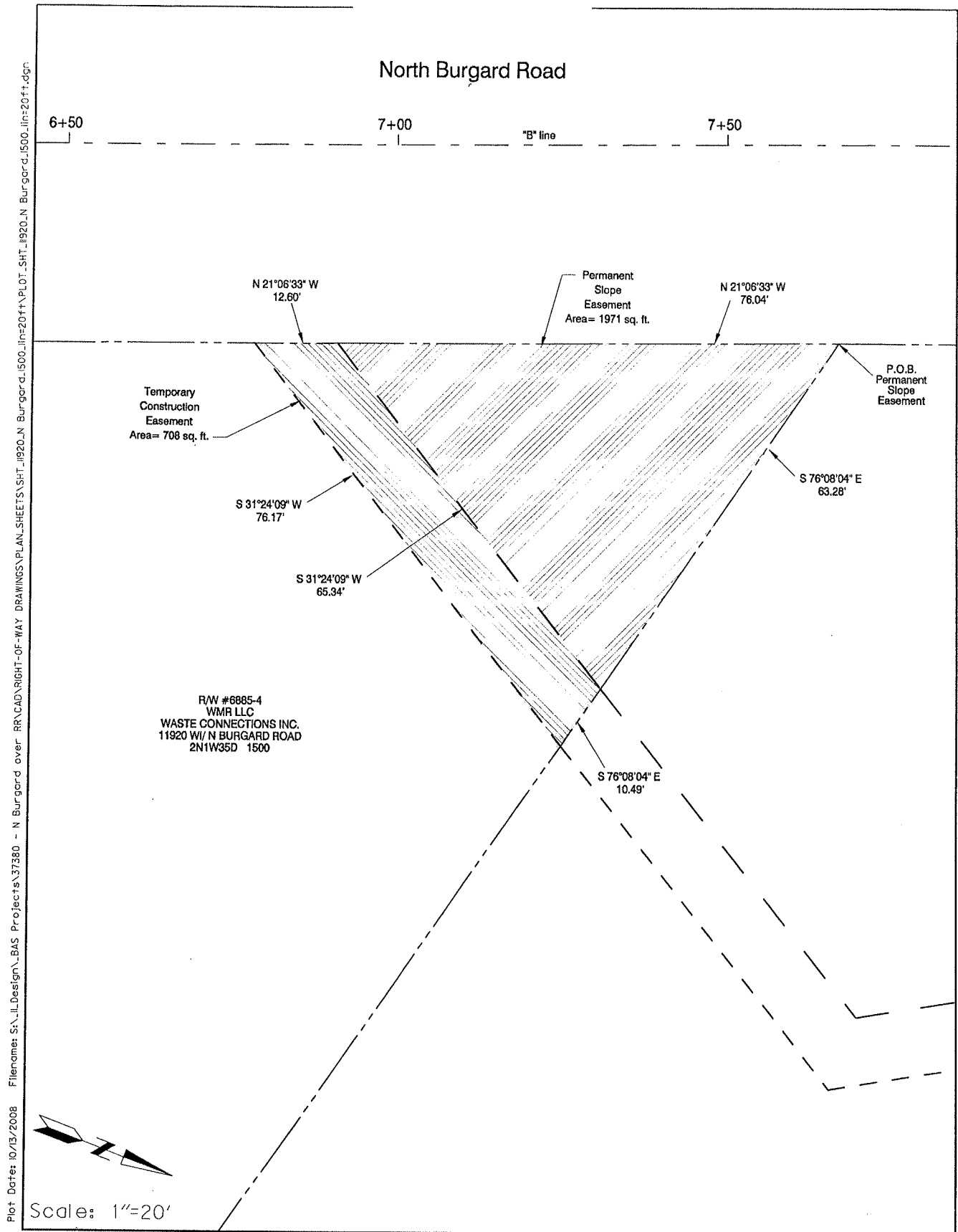


SAM ADAMS
STEVE TOWNSEN, P.E.

COMMISSIONER
CITY ENGINEER

Site Address

11920 W/ North Burgard Road
State I.D. 2N1W35D 1400



SAM ADAMS
STEVE TOWNSEN, P.E.

COMMISSIONER
CITY ENGINEER

Site Address

11920 W/ North Burgard Road
State I.D. 2N1W35D 1500

EXHIBIT B**PERMANENT SLOPE EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **WMR, L.L.C. a Washington limited liability company**, Grantor, in consideration of the sum of One Hundred and no/100 (\$100.00) Dollars received, does hereby grant to the City of Portland, a municipal corporation of the State of Oregon, Grantee, a permanent easement to construct roadway slopes as necessitated by the construction of the North Burgard Road Bridge Replacement Project, upon the following described parcels 1, 2 & 3 and depicted on Exhibits A1, A2 & A3 attached hereto and by this reference made a part hereof (the "Easement Area"):

Parcel 1

A portion of that tract of land described in Statutory Special Warranty Deed, Instrument #97138817, recorded September 11, 1997, Multnomah County Deed Records, situated in the southeast one-quarter of Section 35, T2N, RIW, W.M., City of Portland, County of Multnomah, State of Oregon, described as follows;

Commencing on the easterly line of N Burgard Road, at the most northerly point of that tract of land described in Warranty Deed - Statutory Form, Exhibit A, Parcel I, Instrument #2001-044984, Multnomah County Deed Records, recorded March 30, 2001; thence N 21° 06' 33" W, along the easterly line of N Burgard Road, a distance of 8.46 feet, to the True Point of Beginning of the tract herein described; thence N 21° 06' 33" W, continuing along the easterly line of N Burgard Road, a distance of 23.25 feet; thence S 68° 14' 50" E, a distance of 123.12 feet; thence S 30° 13' 05" E, a distance of 12.65 feet, to the northeasterly line of that tract of land described in said Instrument #2001-044984; thence N 76° 08' 04" W, along said northeasterly line, a distance of 100.99 feet; thence N 21° 06' 33" W, parallel with the easterly line of N Burgard Road, a distance of 15.11 feet; thence S 68° 53' 26" W, a distance of 9.50 feet, to the True Point of Beginning.

Contains 1,831 square feet.

Parcel 2

State I.D. #2N1W35D 1200

After Recording Return to:

106/800/Marty Maloney

Tax Statement shall be sent to:

No Change

A portion of that tract of land described as Parcel I in Exhibit A, of Warranty Deed Instrument #2001-044984, recorded March 30th, 2001, Multnomah County Deed Records, situated in the southeast one-quarter of Section 35, T2N, R1W, W.M., City of Portland, County of Multnomah, State of Oregon, described as follows;

Beginning at a point common to the easterly line of N Burgard Road, and the southwesterly line of said Parcel I; thence N 21° 06' 33" W, along the easterly line of N Burgard Road, a distance of 47.53 feet; thence N 68° 53' 26" E, a distance of 9.50 feet; thence N 21° 06' 33" W, parallel with the easterly line of N Burgard Road, a distance of 67.87 feet, to the northeasterly line of said Parcel I; thence S 76° 08' 04" E, along the northeasterly line of said Parcel I, a distance of 100.99 feet; thence S 30° 13' 05" E, a distance of 56.63 feet; thence S 31° 24' 09" W, a distance of 62.21 feet, to the southwesterly line of said Parcel I; thence N 76° 08' 04" W, along the southwesterly line of said Parcel I, a distance of 63.28 feet to the easterly line of N Burgard Road and the Point of Beginning.

Contains 9,667 square feet.

Parcel 3

A portion of that tract of land described as Parcel II in Exhibit A, of Warranty Deed Instrument #2001-044984, recorded March 30th, 2001 Multnomah County Deed Records, situated in the southeast one-quarter of Section 35, T2N, RIW, W.M., City of Portland, County of Multnomah, State of Oregon, described as follows;

Beginning on the easterly line of N Burgard Road, at the most northerly point of said Parcel II; thence S 76° 08' 04" E, along the northeasterly line of said Parcel II, a distance of 63.28 feet; thence S 31° 24' 09" W, a distance of 65.34 feet, to the easterly line of N Burgard Road; thence N 21° 06' 33" W, along the easterly line of N Burgard Road, a distance of 76.04 feet, to the Point of Beginning.

Contains 1,971 square feet.

It is understood and agreed that:

- A. If there is any ambiguity or inconsistency between the legal descriptions for Parcel 1, Parcel 2 or Parcel 3 above, and the depictions on Exhibit "A", Exhibit "B", or Exhibit "C" above, then the depictions on Exhibit "A", Exhibit "B", and Exhibit "C" are controlling and supersede the legal descriptions.
- B. Grantee's entry upon and any work to be performed by Grantee on the Easement Area shall be completed in a careful and workmanlike manner, free of claims or liens. Upon completion of any entry or work, Grantee shall promptly remove all related debris and restore the Easement Area to its equivalent condition as existed at the commencement of such entry or work, with the exception of project related improvements.
- C. Grantor reserves all development rights appurtenant to the Easement Area for the Grantor and Grantor's heirs, executors, and assigns. This reservation of development rights includes, but is not limited to, the right to use the Easement Area for building setbacks, lot coverage, density calculations, and stormwater/pervious area requirements."

- D. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, City shall hold harmless, indemnify and defend Grantor and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the acts or omissions of the City its officers, employees, or agents within the Easement Area. Grantor shall hold harmless, indemnify and defend the City and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the acts or omissions of the Grantor, its officers, employees, agents, or contractors within the Easement Area.
- E. City shall require its contractor to indemnify, hold harmless and defend Grantor from and against all claims, suits, actions of whatsoever nature, damages or loses, and all expenses and costs incidental to the investigations and defense thereof, including reasonable attorney fees, resulting from or arising out of the contractor's activities within the Easement Area. The City will have the contractor name Grantor as additional insured on the general contractor's insurance. Grantee shall furnish Grantor evidence of said insurance coverage prior to Grantee's performing any work in the Easement Area.
- F. Nothing in this easement will be construed to prevent Grantor from the full use of said property, provided, however, that such use shall not be permitted to interfere with the rights herein granted to endanger the lateral support of said roadway.
- G. IT IS UNDERSTOOD that the 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 shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way.
- H. IT IS ALSO UNDERSTOOD that Grantee shall never be required to remove the slope materials placed by it on said property, nor shall Grantee be subject to any damages to Grantor and Grantor's heirs, successors and assigns, by reason thereof, or by reason of any change of grade of the public way abutting on said property.
- I. 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.
- J. 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.

- K. Grantee, by accepting this easement, is not assuming liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability. The Grantor, by conveying this easement, is not assuming liability for any release of hazardous substances by the City or its contractors onto or from the subject property occurring during the term of this easement, and that the City is not attempting to convey such liability.

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.

[Remainder of the Page is Intentionally Left Blank]

IN WITNESS WHEREOF, WMR, L.L.C., a Washington Limited Liability company, pursuant to its Articles of Organization, duly and legally adopted, has caused these presents to be signed by its members, this 27 day of April, 2010.

WMR, L.L.C.,
A WASHINGTON LIMITED LIABILITY COMPANY

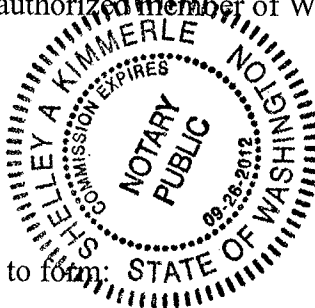
By: [Signature]

William A. Davis, Its Authorized Member

STATE OF WASHINGTON

County of King

This instrument was acknowledged before me on April 27, 2010, by William A. Davis as authorized member of WMR, L.L.C., a Washington Limited Liability company.



Shelley A. Kummerle
Notary Public for Washington
My Commission expires 09-26-12

Approved as to form:

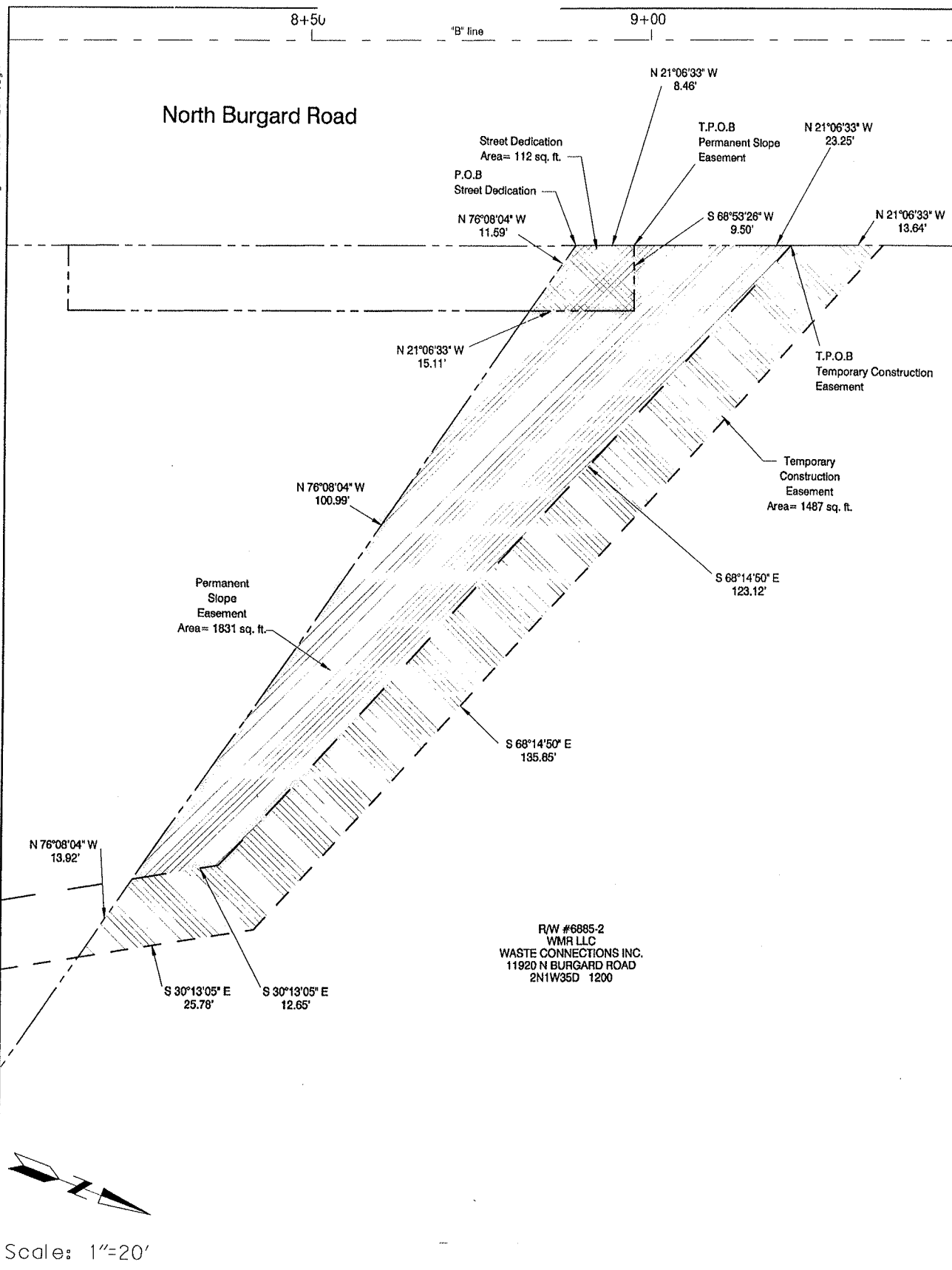
APPROVED AS TO FORM

[Signature]
City Attorney

Approved:

Director or designee

Plot Date: 10/13/2008
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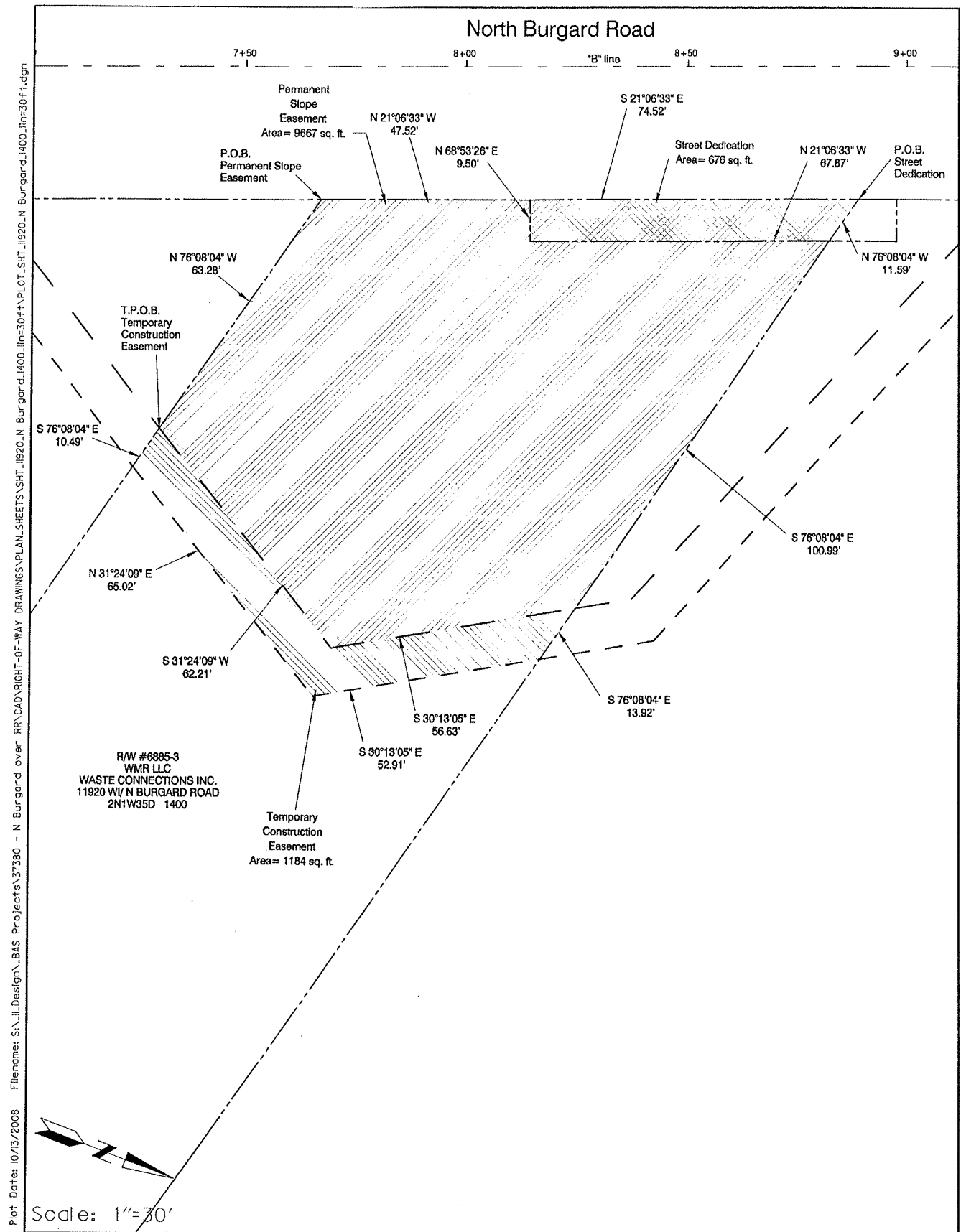


SAM ADAMS
 STEVE TOWNSEN, P.E.

COMMISSIONER
 CITY ENGINEER

Site Address

11920 WI/North Burgard Road
 State I.D. 2N1W35D 1200



CITY OF
PORTLAND
OFFICE OF
TRANSPORTATION

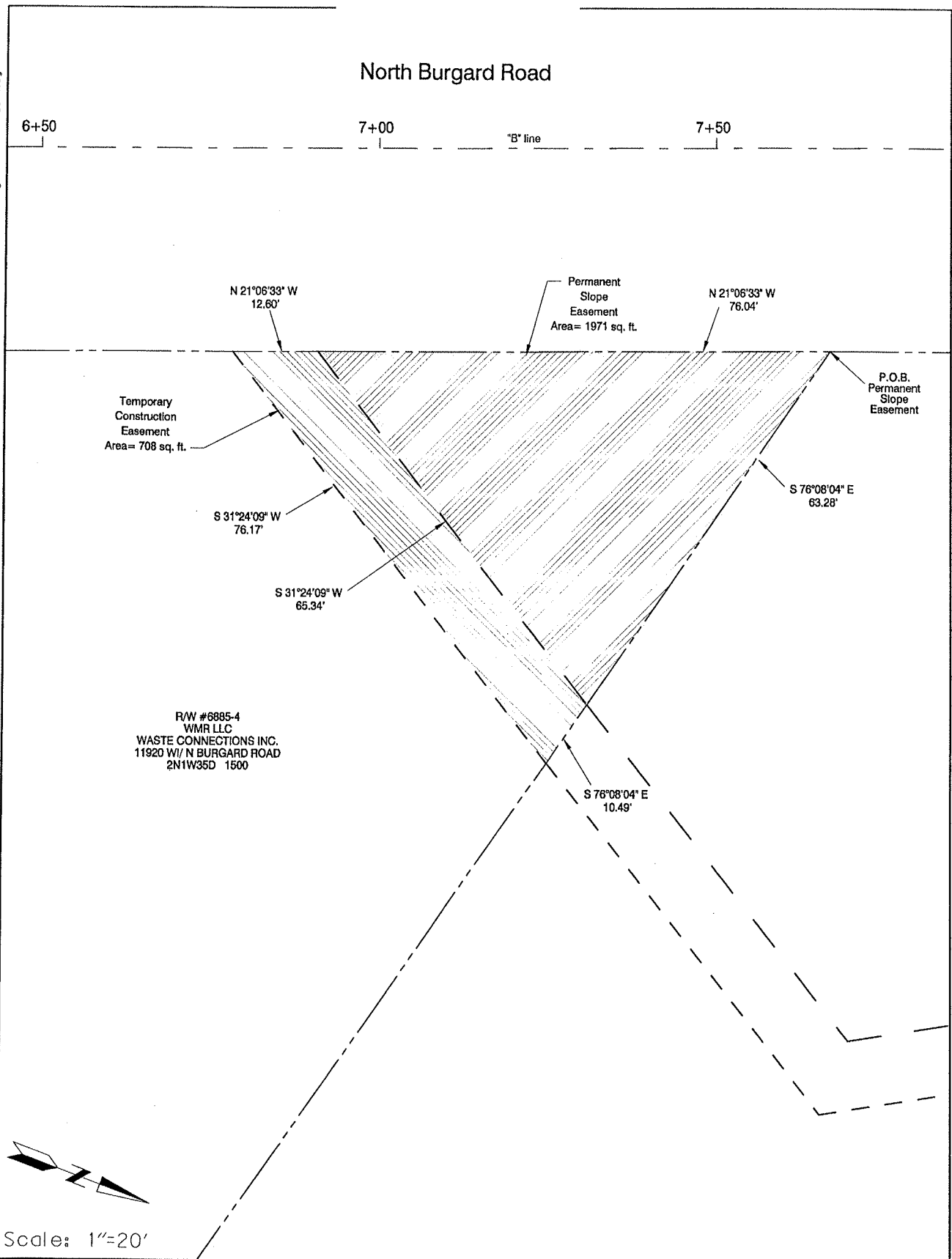
SAM ADAMS
STEVE TOWNSEN, P.E.

COMMISSIONER
CITY ENGINEER

Site Address

11920 WI/North Burgard Road
State I.D. 2N1W35D 1400

Plot Date: 10/13/2008
 Filename: S:\JLDesign\BAS Projects\37380 - N Burgard over RRV\CAD\RIGHT-OF-WAY DRAWINGS\PLAN SHEETS\SH1_11920_N_Burgard.IS00.lin=20ft.dgn



SAM ADAMS
STEVE TOWNSEN, P.E.

COMMISSIONER
CITY ENGINEER

Site Address

11920 WI/North Burgard Road
State I.D. 2N1W35D 1500