

After recording return to:
 Portland Parks & Recreation
 City of Portland
 1120 SW 5th Ave, # 1302
 Portland, OR 97204

**Until a change is requested all tax
 statements shall be sent to:**
 Portland Parks & Recreation
 City of Portland
 1120 SW 5th Ave, #1302
 Portland, OR 97204

NON-EXCLUSIVE NATURAL GAS FACILITY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, a municipal corporation of the State of Oregon, acting through its Bureau of Parks and Recreation, Grantor, in consideration of the sum of Five Thousand (\$5,000.00) and no/100 Dollars, and other good and valuable consideration to it paid by Northwest Natural Gas Company, Grantee, does hereby grant unto Grantee, subject to the terms recited herein, nonexclusive perpetual easement rights (the Easement) to a portion of a parcel of land lying situated in Section 10, Township 1 North, Range 1 East, Willamette Meridian, in the City of Portland, Multnomah County, Oregon, and being more particularly described as follows:

A tract of land, being 40.00 feet by 35.00 feet, situated in the Northwest quarter of Section 10, Township 1 North, Range 1 East, Willamette Meridian, City of Portland, recorded March 14, 1973 in Book 914, Page 1883, Multnomah County Records; Beginning at a point along the North line of a 10.00 foot wide Slope Easement, being 10.00 feet North of and laying parallel with the North right-of-way line of N. Columbia Blvd., which point bears North 62° 55' 50" West 124.67 feet from the end of curve at centerline station 323+95.50 on N. Columbia Blvd.; thence along said easement line North 62° 55' 50" West 40.00 feet; thence North 27° 04' 10" East 35.00 feet; thence South 62° 55' 50" East 40.00 feet; thence South 27° 04' 10" West 35.00 feet to the point of beginning

This easement area contains 160 square feet more or less, as shown on "Exhibit B" attached hereto and by this reference made a part hereof.

TERMS, CONDITIONS and COVENANTS

1. The Easement is granted to Grantee and its successors in title, agents, contractors, licensees, tenants and other invitees, for all purposes necessary or incidental to Grantee's construction, operation, maintenance, use, modification, repair, or replacement of gas facilities for Grantee's utilities, including but not limited to the right to construct, operate, maintain, repair, replace, and use said gas facility (the Facilities), together with the right to operate

period reasonably necessary to complete performance if, within said thirty day period, performance has commenced and completion is diligently being pursued. In the event that Grantor is required to complete repairs to the Facilities used by or under its control, Grantee, its successors and assigns hereby indemnify, defend and hold harmless the Grantor, its officers, directors, agents and employees from any and all liability, damages, expenses, attorneys fees, causes of action, suits, claims or judgments, arising out of or connected with Grantor's repairs to the Facilities.

9. Except in the case of emergency repairs, maintenance work will be completed in accordance with the written approval of Grantor, which will not be unreasonably withheld. Requests to complete maintenance work will be submitted to Grantor in writing not less than Thirty (30) calendar days prior to the planned maintenance. At a minimum, written requests will address timing, public use impacts, access routes and other matters relevant to the goal of minimizing impacts to Grantor's property and the public's use and enjoyment of the park. Grantee, at its sole cost, will take reasonable measures to address Grantor's concerns, if any, and, if requested, will reimburse Grantor for reasonable administrative costs incurred in association with the maintenance work, including time spent reviewing the request for permission to conduct maintenance.
10. Unless otherwise agreed in writing, all areas affected by maintenance work will be restored to equivalent condition(s) as existed prior to the commencement of said maintenance work, with the restoration to be finished within seven (7) days of the maintenance work being completed. At the sole discretion of the Grantor, the Grantor may determine that it should do the restoration work, for which the Grantee shall reimburse the Grantor.

Grantee, its contractors and its subcontractors, if any, shall maintain public liability and property damage insurance that protects the Grantor and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from work under this Easement. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$1,000,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the Grantor and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.

The Grantee and its contractors shall maintain continuous, uninterrupted coverage during any periods of construction, maintenance or repair of the Facilities in the Easement Area. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the Property Manager, Portland Parks and Recreation. If the insurance is canceled or terminated prior to completion of any work being

not be deemed to be a waiver of any other breach of the same or any other provision of this Easement.

16. Upon abandonment or termination of this Easement for cause, Grantee shall, at Grantee's sole expense, remove the Facilities from the Easement area and restore the Easement area to equivalent condition(s) as they were in at the time of the construction of the Facilities and, if the Grantee fails to do so within a reasonable time after receipt of written notice, Grantor may do such work of removal and restoration at a reasonable cost and expense to the Grantee. In the event of the removal by the Grantor of the property of the Grantee and of the restoration of the Easement area as herein provided, the Grantor shall in no manner be liable to the Grantee for any reasonable damage sustained by the Grantee for or on account thereof and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Grantor may have against the Grantee. Grantor shall use reasonable and proper precautions to avoid damage to either the Easement area or Facilities. Grantor may, at its sole discretion, allow the Facilities to remain on the Easement area, in which event Grantee shall be deemed to have relinquished all right, title, and interest thereto and the Facilities shall be and become the property of Grantor.
17. Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, however, this consideration does not include damages resulting from any act or omission by the Grantee, its officers, agents and employees beyond or outside of those uses expressed herein, or damages arising from any negligence, and does not include damages, if any, to Grantor's remaining property, which may result from the acquisition or use of said property or property rights.
18. All notices under this Permit shall be in writing and shall be deemed validly given if sent by first class or certified mail, nationally recognized courier or facsimile transmission, and shall be effective upon receipt. Notices should be addressed as follows:

GRANTOR

Portland Parks and Recreation
1120 SW 5th Ave, Suite 1302
Portland, OR 97204-1933
Attention: Property Manager

GRANTEE

Northwest Natural Gas Company
220 NW 2nd Ave
Portland, OR 97209
Attention: Risk & Land Department

EXHIBIT "A"

A parcel of land situated in Section 10, Township 1 North, Range 1 East, Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection point of the Southerly right of way line of the Oregon-Washington Railroad and Navigation Co. with the North right of way line of N Columbia Boulevard (County Road No. 3831), said intersection point being on a bearing of North $00^{\circ}01'57''$ East 40.00 feet from engineer's centerline Station 321+25.13 P.O.C. of said N Columbia Boulevard; thence Westerly, along the said North right of way line of N Columbia Boulevard, on a non-tangent curve to the right, having a radius of 532.96 feet, the chord of which bears North $76^{\circ}26'56''$ West 249.17 feet, a distance of 251.50 feet to a point of tangent; thence, continuing along said North right of way line, North $62^{\circ}55'50''$ West 220.86 feet to a point in the Southerly right of way line of the Oregon-Washington Railroad and Navigation Co.; thence North $47^{\circ}32'10''$ East, along said Southerly right of way line, 45.29 feet to a point; thence, continuing along said Southerly right of way, along a non-tangent curve to the right having a radius of 2186.00 feet, the chord of which bears South $64^{\circ}57'20''$ East 447.57 feet, a distance of 448.36 feet to the point of beginning of this description.

Exhibit B

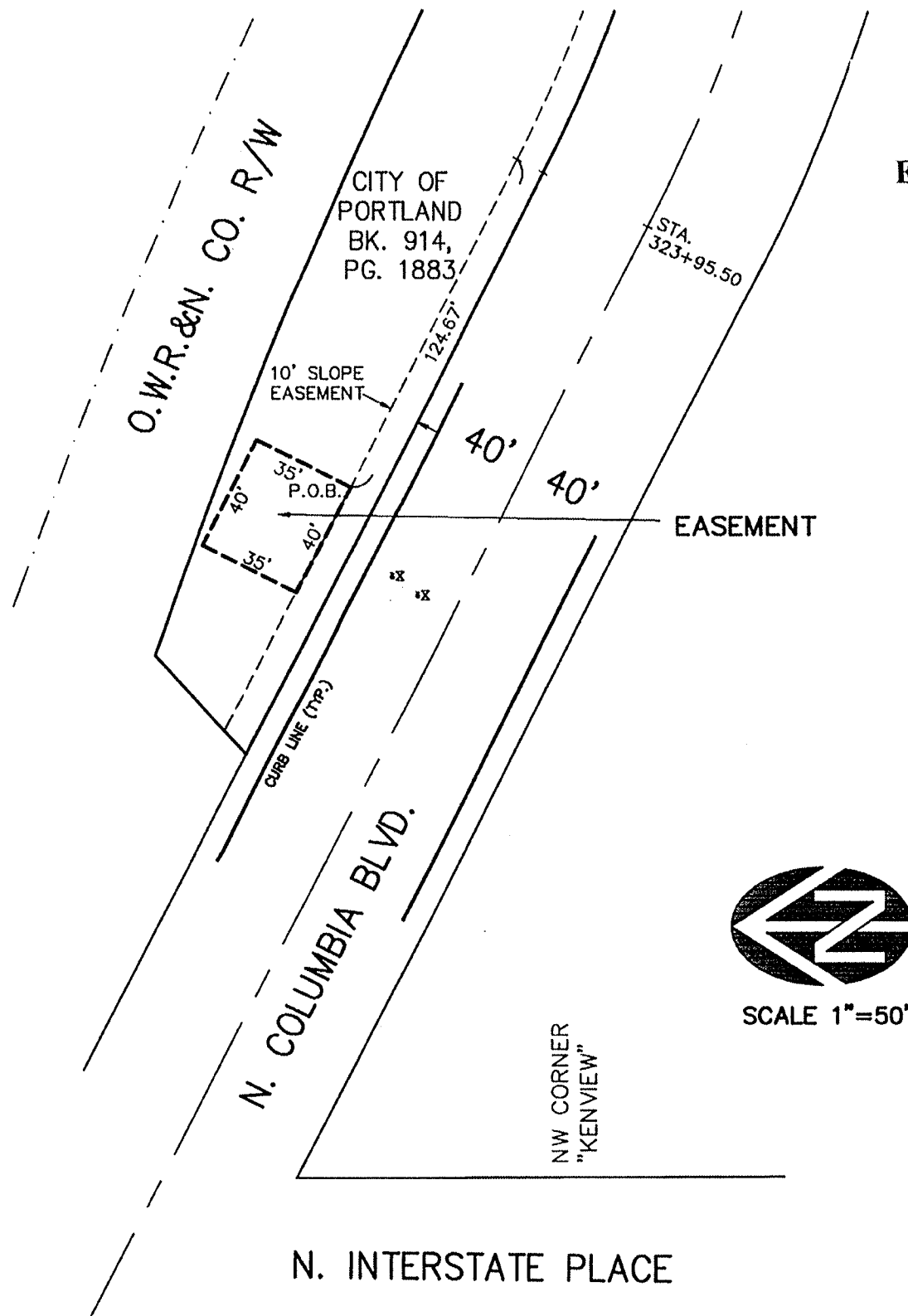


EXHIBIT MAP
 NW 1/4 OF SEC. 10,
 T. 1 N., R. 1 E., W.M.,
 CITY OF PORTLAND,
 MULTNOMAH CO., OREGON

DATE	5/28/10
DRAWN BY	GRA
CHECKED BY	DDL
REVISIONS	
JOB NO.	1266-35

WESTLAKE
 CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

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