

COPY

184379

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **WREH Lloyd Plaza LLC, a Washington limited liability company** ("Grantor") in consideration of the sum of Six Thousand Eight Hundred Fifty and no/100 Dollars, (\$6,850.00) (the "Easement Payment") 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 Grantee's construction activities, all at Grantee's sole cost and expense, associated with the Oak A Basin Phase 1 Sewer Upgrade Project, to the extent affecting Grantee's existing sewer easement and associated underground sewer lines recorded on May 21, 1963, as Recording No. 20642, Book 2168, Page 559, through, under, over and along the following described parcel:

As described on Exhibit A and B ("Easement Areas") and depicted on Exhibit C attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for original construction for a term of 1 month, commencing no earlier than January 1, 2011 and terminating no later than December 31, 2011.
- 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 March 31, 2012, at which time, unless a written agreement extending same has been mutually executed and recorded, this easement shall be deemed to have automatically terminated without requirement of notice. Upon termination, all rights and privileges

R/W #7146-1
BES # E08387
SID 1N1E35 AC 1100

After Recording Return to:

106/800/Lance D. Lindahl

Tax Statement shall be sent to:

No Change

derived from and all duties and obligations created or imposed by the provisions of this easement shall terminate and be of no further force and effect; provided, however, that the terminations of this easement shall not limit or affect any remedy at law or in equity that a party may have against another party with respect to the covenants of Grantee set forth herein or any liability or obligation arising or to be performed under this easement prior to the date of such termination.

- C. Grantee agrees to provide Grantor with at least thirty (30) days' notice prior to commencing work under this easement, and at least five (5) business days' prior notice of any proposed utility interruptions. Nothing herein shall be deemed approval for any cessation or interruption of sewer service to Grantor's property other than cessations and interruptions necessary to complete the work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to Grantor's property. During any period of construction or maintenance undertaken by Grantee or its agents in the vicinity of the Easement Areas, Grantee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City of Portland or the laws of the State of Oregon.
- E. No permanent improvements, permanent installations, or permanent changes of any kind, whether aboveground or belowground, are permitted to be made to the Easement Areas, except as may be separately agreed to by the parties. Grantee will restore the Easement Areas to a condition that is as good as or better than the condition existing prior to the construction of the Oak A Basin Phase 1 Sewer Upgrade Project.
- F. Grantor reserves all other rights to its property as well as the Easement Areas conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement and Grantee represents and warrants that it has the authority to accept this easement.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, and the Easement Areas are necessary for a public use of the 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. The Easement Payment will be paid within thirty (30) days after mutual execution hereof. Grantee shall be responsible and shall pay any recording fees relating to the recording of this easement. Execution of this easement by the undersigned parties shall not prejudice Grantor's right to relief under applicable state law if Grantor's property is taken, damaged, or used in a manner beyond that contemplated by this easement (for example, if Grantor's building is damaged as a result of the work

undertaken hereunder). Neither this easement, nor the basis therefore, shall be construed as an admission of fair market value or just compensation by the Grantor.

- J. 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 Areas. 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 Areas.
- K. Grantee shall have no authority to create or place any lien or encumbrance of any kind whatsoever upon Grantor's property in the exercise of the rights granted herein, or in any manner to bind the interest of Grantor in Grantor's property or the Easement Areas.
- L. 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.

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IN WITNESS WHEREOF, this easement is entered into by the Grantor and Grantee as of the day and date of the Grantee's acceptance.

Grantor: WREH Lloyd Plaza LLC,
a Washington Limited Liability Company

By: Washington Real Estate Holdings, LLC, its
Managing Member

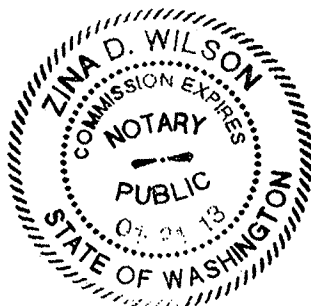
By: [Signature]
Mark Barbieri, its
Executive Vice President

STATE OF WASHINGTON

County of King

This instrument was acknowledged before me on December 10, 2010, by Mark Barbieri as Executive Vice President of Washington Real Estate Holdings, LLC as the Managing Member of WREH Lloyd Plaza LLC, a Washington limited liability company.

[Signature]
Notary Public for Washington
My Commission expires 01/21/13



ADDITIONAL SIGNATURES ON NEXT PAGE

Grantee:

The City of Portland, a Municipal Corporation of
the State of Oregon

By: _____
Bureau of Environmental Services Director
or his designee

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2010,
By _____ as the Director of the Bureau of
Environmental Services or his designee.

Notary Public for _____
My Commission expires _____

APPROVED AS TO FORM:

APPROVED AS TO FORM

City Attorney *Paula Neugeb*
CITY ATTORNEY

EXHIBIT A

December 5, 2009

WREH LLOYD PLAZA LLC -TEMPORARY CONSTRUCTION EASEMENT #1

A portion of Blocks 163 and 164, HOLLADAY'S ADDITION to EAST PORTLAND, recorded February 1, 1871, Multnomah County Plat Records, and a portion of vacated NE Oregon Street, situated in the northeast quarter of Section 35, T1N, R1E, W.M., in the City of Portland, County of Multnomah, State of Oregon, described as follows:

Commencing on the north line of NE Irving Street, at the southwest corner of said Block 164, HOLLADAY'S ADDITION to EAST PORTLAND; thence S 88° 11' 10" E, along the north line of NE Irving Street, a distance of 5.00 feet, to the True Point of Beginning of the tract herein described; thence N 01° 48' 50" E, a distance of 272.45 feet, to the southerly line of Interstate 84; thence N 72° 42' 36" E, along the southerly line of Interstate 84, a distance of 26.46 feet; thence S 01° 48' 50" W, a distance of 281.11 feet, to the north line of NE Irving Street; thence N 88° 11' 10" W, along the north line of NE Irving Street, a distance of 25.00 feet, to the True Point of Beginning.

Contains 6,920 square feet.

EXHIBIT B

December 5, 2009

WREH LLOYD PLAZA LLC -TEMPORARY CONSTRUCTION EASEMENT #2

A portion of Blocks 163 and 164, HOLLADAY'S ADDITION to EAST PORTLAND, recorded February 1, 1871, Multnomah County Plat Records, and a portion of vacated NE Oregon Street, situated in the northeast quarter of Section 35, T1N, R1E, W.M., in the City of Portland, County of Multnomah, State of Oregon, described as follows:

Commencing on the north line of NE Irving Street, at the southwest corner of said Block 164, HOLLADAY'S ADDITION to EAST PORTLAND; thence S 88° 11' 10" E, along the north line of NE Irving Street, a distance of 40.00 feet, to the True Point of Beginning of the tract herein described; thence N 01° 48' 50" E, a distance of 284.58 feet, to the southerly line of Interstate 84; thence N 72° 42' 36" E, along the southerly line of Interstate 84, a distance of 37.04 feet; thence S 01° 48' 50" W, a distance of 296.70 feet, to the north line of NE Irving Street; thence N 88° 11' 10" W, along the north line of NE Irving Street, a distance of 35.00 feet, to the True Point of Beginning.

Contains 10,172 square feet.

CITY OF PORTLAND, OREGON
OBLIGATIONS AGREEMENT

File No.: R/W #7146-1
Grantor: WREH Lloyd Plaza
Date: 12/7/10

As part of the Oak A Basin Phase 1 Sewer Replacement Project, WREH Lloyd Plaza LLC ("Grantor") and the City of Portland ("City") agree to the following obligations:

1. It is agreed the City of Portland will disturb up to 28 to 30 parking spaces for a period of up to three weeks within the established Construction Easement.
2. It is agreed the City of Portland will construct the sewer line on weekdays between 4:00 PM and 6:00 AM, and on weekends between 7:00 AM and 6:00 PM unless other arrangements are agreed upon by the City's Construction manager and the On Site Manager named below. Parking spots are to be restored by 6:30 AM each day during the work week.

On Site Manager: Becky Yarger

Phone Number: (503) 713-3225

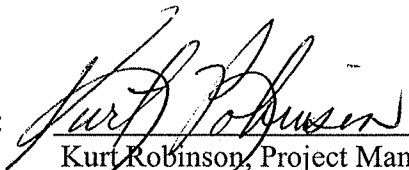
3. When the sewer work is completed, it is agreed the City of Portland will restore asphalt paving removed within the easement area to reasonably match the appearance of the surrounding parking lot.
4. It is agreed the City of Portland will restore any landscaping disturbed during construction as noted in the Bid Book and as noted on the Plan and Profile, i.e., "Restore hedge with transplanted specimen plants: Ilex Crenata Helleri and Ilex Crenata Convexa."
5. It is agreed that the City of Portland will reimburse the property owner for all expenses for relocating and securing the garbage dumpster.
6. It is understood and agreed that City's performance of this agreement is a portion of the consideration for the property rights acquired from the Grantor as evidenced by the signed Temporary Construction Easement between Grantor and City (the "Easement"). This agreement shall be effective and binding on the parties upon mutual execution hereof and of the Easement.

184379


City of Portland:

Grantor:

WREH Lloyd Plaza, LLC,
a Washington limited liability company

By: 
Kurt Robinson, Project Manager

By: Washington Real Estate Holdings,
LLC, its Managing Member

By:  *MC*
Mark Barbieri, Executive Vice
President

Date: 12/14/2010

Date: 12/10/10

By: 
Lance Lindahl, Right of Way Agent

Date: 12/13/2010