

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **GHS, LLC**, (Grantor) in consideration of the sum of One Dollar 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 temporary easement for the purpose of supporting construction activities associated with the SW Moody River Parkway-Gibbs Reconstruction Project, through, under, over and along the following described parcel:

As described on Exhibit A and depicted on Exhibit B 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 15 months, commencing no earlier than February 1st, 2011 and terminating no later than April 30th 2012.
- 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 February 15th, 2013.
- C. Grantee agrees to provide Grantor with at least seven (7) days notice prior to commencing 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. Grantee will repair all damages to the Easement Area and any other property affected by the activities under this easement and will restore the Easement Area and such property to a condition that is as good as or better than the condition existing prior to the activities under this easement. However, certain

R/W #7242-04
1S1E10 400

After Recording Return to:
106/800/Marty Maloney

Tax Statement shall be sent to:

No Change

permanent improvements will be made within the temporary easement shown on the attached plan set (Exhibit "C"). The areas containing said permanent improvements will not be restored to their prior condition and said permanent improvements will become the property of Grantor. Grantee, in conducting work on the subject property, shall comply at its expense to all applicable federal, state and local laws.

- 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. Except as disclosed in Paragraph J below, Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially impede the work conducted pursuant to the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- 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. Grantor represents that to its actual knowledge, the subject property is in compliance with all local, State and Federal environmental laws and regulations in which noncompliance would materially impede work conducted pursuant to the easement.
- J. Grantor represents that it has disclosed, including without limitation, the information contained in or otherwise described in the Easement and Equitable Servitude dated December 12, 2000, the No Further Action letter dated December 12, 2000, and the Record of Decision dated October 2000, all knowledge of any release of hazardous substances onto or from the property, and disclosed any report, investigation, survey or environmental assessment regarding the subject property in Grantor's possession that is relevant to the City's ability to assess and manage any contaminated media that may be present or suspected in the area where work will be conducted pursuant to the easement. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- K. Grantor represents that to its actual knowledge, there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- L. Except as provided for below, 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. Grantor has disclosed to Grantee the Easement and Equitable Servitude dated December 12, 2000, which has certain requirements and obligations for penetrating the surface of the subject property. Grantee shall satisfy at its sole cost and expense, all requirements and obligations of the Easement and Equitable

Servitude to the extent triggered by Grantee's work conducted on the subject property, including without limitation, obtaining DEQ's review and approval for any cap penetrations on the subject property and characterizing and managing, in accordance with environmental laws, any soils, construction debris, or water (surface or ground) disturbed or excavated) while conducting work on the subject property.

- M. 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.
- N. Grantee, at its expense, shall relocate or replace in kind Grantor's existing monument sign located near the northwest portion of the parcel. Monument sign will be reestablished to a location acceptable to Grantor within the remainder of the parcel. Grantee shall comply with all required sign codes.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, GHS, LLC, an Oregon limited liability company, pursuant to its Articles of Organization, duly and legally adopted, has caused these presents to be signed by its member, this _____ day of _____, 2011.

GHS, LLC,
AN OREGON LIMITED LIABILITY COMPANY

By: _____
Member


STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2011, by _____ as a member of GHS, LLC, an Oregon limited liability company.

Notary Public for Oregon
My Commission expires _____

APPROVED AS TO FORM:



City Attorney

Approved:

Director or designee

Exhibit "A"

LEGAL DESCRIPTION

MOODY AVENUE (PDX-26)

TEMPORARY CONSTRUCTION EASEMENT

October 12, 2010

Page 1 OF 2

A portion of that certain tract of land described in Document Number 2006-039529, Recorded March 3rd, 2006, Multnomah County Deed Records, located in the northeast and northwest one-quarters of Section 10, Township 1 South, Range 1 East, Willamette Meridian, City of Portland, Multnomah County, Oregon, more particularly described as follows:

This legal description and the basis of bearings thereof, is based upon Record of Survey recorded as SN 62,708, Multnomah County Survey Records.

Commencing at the southeast corner of Lot 4, Block 101, per Plat of "Caruther's Addition", Multnomah County Survey Records; Thence along the east line of said Block 101, North 03°00'55" East, 184.54 feet; Thence North 85°23'52" East, 121.07 feet to the intersection of the southerly right-of-way line of Ross Island Bridge with the easterly right-of-way line of SW Moody Avenue; Thence North 15°19'12" East, 65.95 feet to the intersection of the northerly right-of-way line of said Ross Island Bridge with said easterly right-of-way line of SW Moody Avenue, said point being the **Point of Beginning** of this description; Thence along said easterly right-of-way line of SW Moody Avenue, from a tangent that bears North 04°29'20" West, along the arc of a 1550.69 foot radius curve to the left, through a central angle of 14°45'19" (the long chord bears North 11°52'00" West, 398.25 feet) an arc distance of 399.35 feet to the northwest corner of said tract of land described in Document Number 2006-039529, Multnomah County Deed Records; Thence along the northerly line of said tract of land described in Document Number 2006-039529, from a tangent that bears North 26°20'06" East, along the arc of a 27.03 foot radius curve to the right, through a central angle of 66°38'50" (the long chord bears North 59°39'31" East, 29.70 feet) an arc distance of 31.44 feet; Thence continuing along said northerly line South 87°01'04" East, 76.37 feet; Thence leaving said line South 12°41'35" West, 167.40 feet to a point on a curve that is 20.00 feet easterly of and parallel with said easterly right-of-way line; Thence, along said parallel curve, from a tangent that bears South 13°12'21" East, along the arc of a 1570.69 foot radius curve to the right, through a central angle of 8°42'55" (the long chord bears 8°50'53" East, 238.69 feet) an arc distance of 238.92 feet to a point on said northerly right-of-way line of Ross Island Bridge; Thence along said right-of-way line South 85°23'52" West, 20.00 feet to said **Point of Beginning**.

Contains 14,975 square feet, more or less.

The attached Exhibit "B", entitled "Temporary Construction Easement" is made a part hereof.

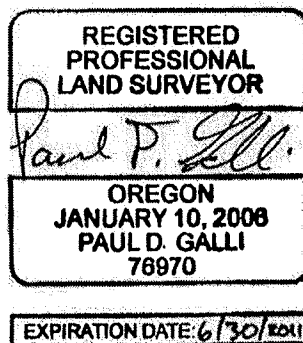
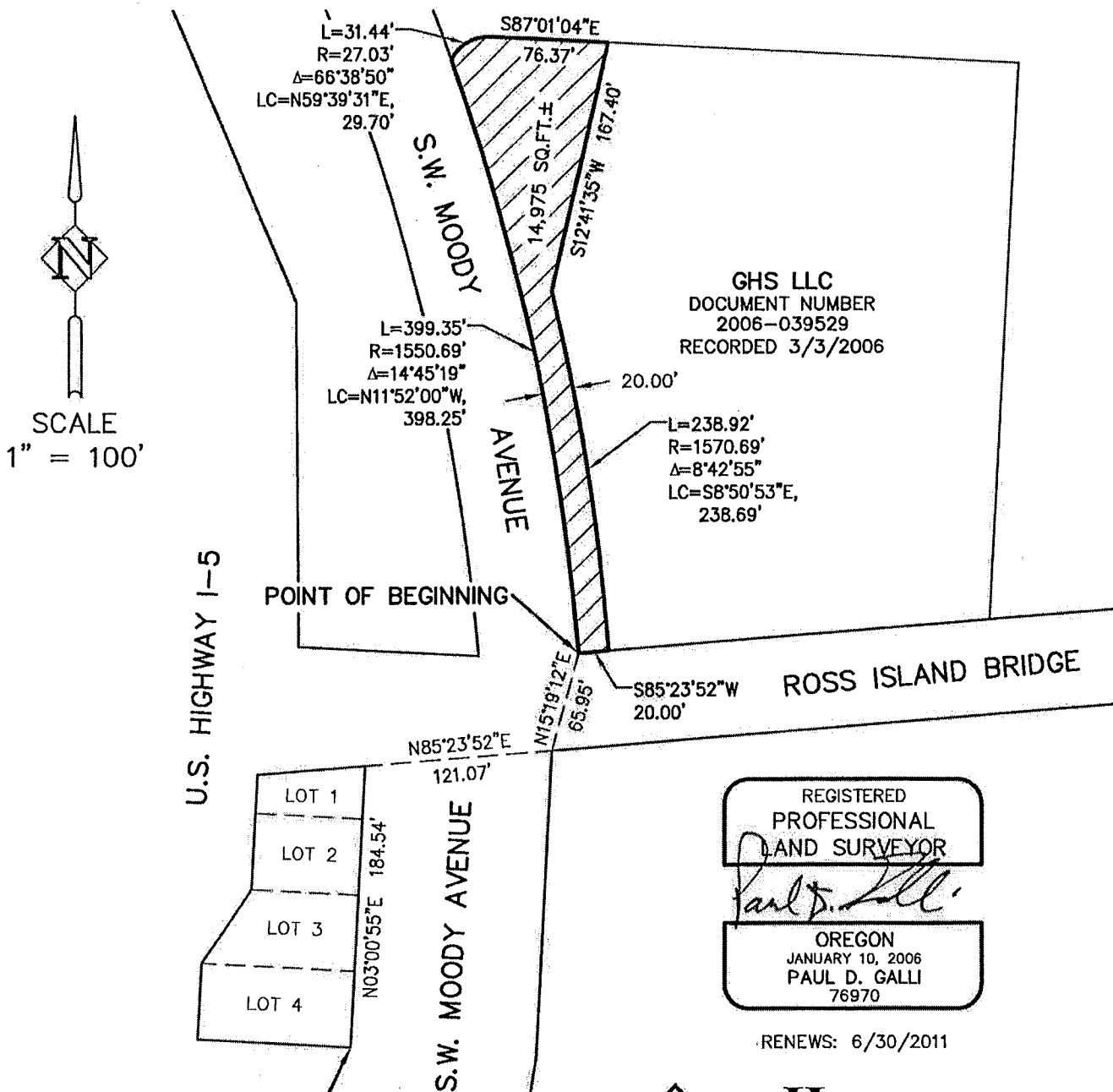


EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT



Harper
Houf Peterson
Righellis Inc.

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

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CONSTRUCTION NOTES

- 3 EXISTING FRANCHISE UTILITY MANHOLE (SEE FRANCHISE UTILITIES PLANS, U SHEETS)
- 21 EXISTING STREET LIGHTS AND EQUIPMENT (SEE ILLUMINATION PLANS, IL SHEETS)
- 25 EXISTING WATER LINES AND APPURTENANCES TO BE REMOVED OR ABANDONED (SEE W SHEETS)
- 26 EXISTING PRIVATE IRRIGATION FACILITY (R=RELOCATE, A=ADJUST)
- 31 RELOCATE EXISTING CATENARY POLE (SEE OSC PLANS, J SHEETS)
- 27 REMOVE EXISTING WATER FACILITY (V=VALVE, M=METER, T=VAULT) (BY OTHERS)

- 42 EXISTING MANHOLE ADJUST RIM TO FINISH GRADE
- 55 EXISTING BRIDGE COLUMN STRUCTURE TO REMAIN
- 70 ABANDON MANHOLE (SEE DRAINAGE PLANS, D SHEETS)
- 100 MATCH EXISTING - SAWCUT AS NECESSARY
- 101 CONSTRUCT CURB AND GUTTER (SEE DETAIL SHEET 28-2)
- 102 CONSTRUCT CONCRETE SIDEWALK (SEE ODOT STD. DRG. RD720)

- 104 CONSTRUCT COMMERCIAL CONCRETE DRIVEWAY (SEE DRIVEWAY DETAIL 28-4)
- 107 CONSTRUCT STANDARD CURB (SEE DETAIL SHEET 28-2)
- 114 INSTALL STORMWATER PLANTER (SEE DRAINAGE PLANS, D SHEETS)
- 121 CONSTRUCT A.C. SIDEWALK (SEE TYPICAL SECTIONS, 2A SHEETS)
- 122 CONSTRUCT MULTI-USE A.C. PEDESTRIAN PATH (SEE TYPICAL SECTIONS, 2A SHEETS)
- 123 INSTALL PRECAST CONCRETE BARRIER PIN & LOOP ASSEMBLY (SEE ODOT STD. DRG. RD500)

- 124 CONSTRUCT RETAINING WALL
- 125 INSTALL OCS POLE (SEE OCS PLANS, J SHEETS)

DESIGN PACKAGE 2

PROGRESS SET
11/19/2010

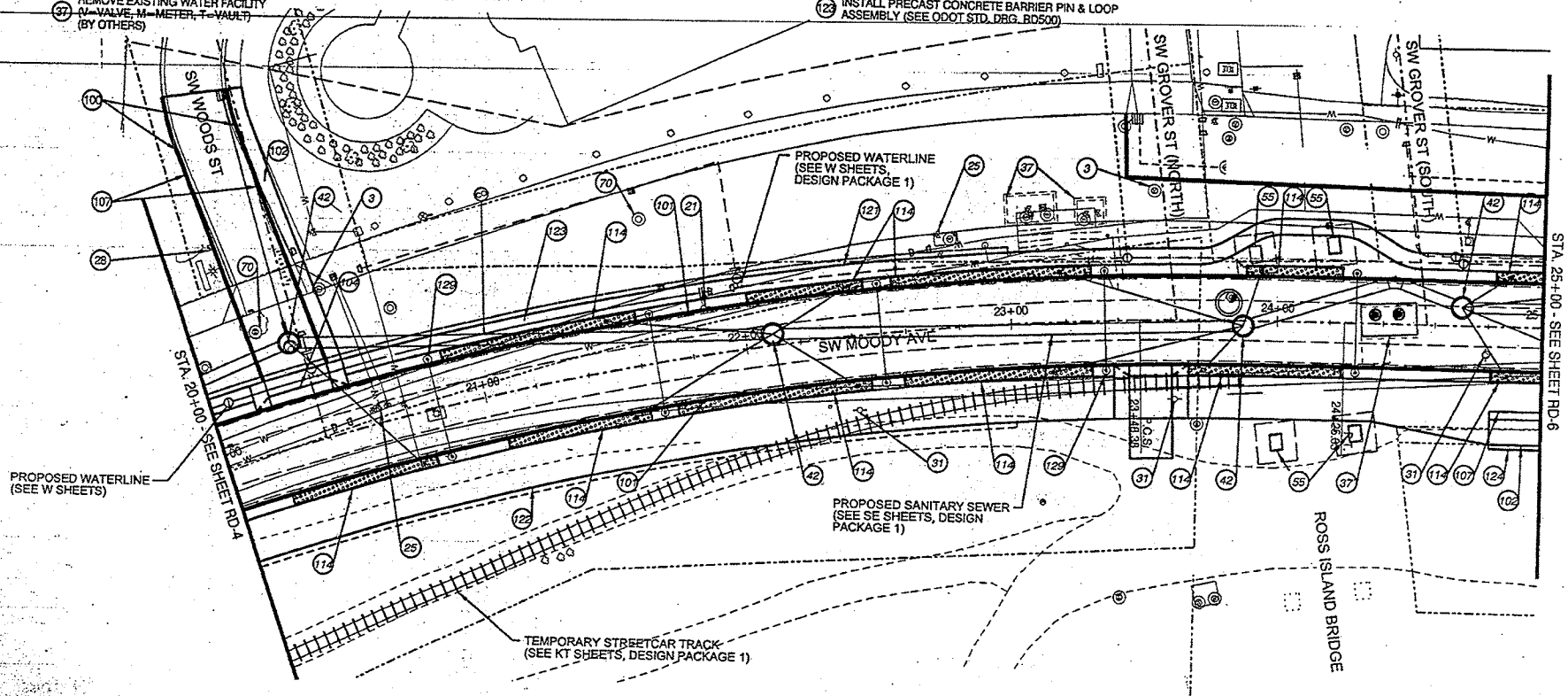
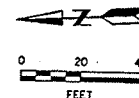


Exhibit C

STA. 25+00 - SEE SHEET NO. 6



Harper Houf Peterson Righellis Inc.
ENGINEERS, PLANNERS, LANDSCAPE ARCHITECTS - SURVEYORS
205 SE Spokane Street, Suite 200, Portland, OR 97202
phone: 503.221.1131 www.hhpr.com fax: 503.221.1171

SW Moody Avenue Improvements
SW River Parkway to SW Gibbs Street
Roadway Construction Plan
Sta. 20+00 to Sta. 25+00



APPROVALS:	
SUPERVISING ENGINEER	REL. PROF. ENGR. NO. 80030P
CITY ENGINEER	REL. PROF. ENGR. NO. 51330P

DESIGNED BY	HHPR	DATE APPROVED	
CHECKED BY	HHPR		
CHECKED BY	HHPR		
DESCRIPTION	REVISION	DATE	BY

184413

TEMPORARY EASEMENT AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **Oregon Health and Science University, a public corporation of the State of Oregon**, (Grantor) in consideration of the sum of One Dollar 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 the City of Portland, a municipal corporation of the State of Oregon, a temporary public Right of Way for use by the public which will contain a temporary roadway and a multi-use path associated with the SW Moody River Parkway-Gibbs Reconstruction Project:

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

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary for a term of 15 months, commencing no earlier than February 1st, 2011 and terminating, automatically, without any action by Grantor or Grantee no later than April 30th, 2012.
- 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 April 30th, 2013.
- C. Grantee agrees to provide Grantor with at least seven (7) days notice prior to commencing work under this easement.
- D. Approximately thirteen parking spaces in Grantor's Schnitzer Lot may be temporarily obstructed during easement period. Grantor is not divested of any obstructed parking spaces, and any obstructed parking spaces will be restored by Grantee on or before termination of the easement. Grantor's parking lot area in the Schnitzer Lot where Grantee shall make improvements is depicted on the attached exhibit "C" (the "Parking Lot Area"). Parking improvements, which shall be completed by Grantee by no later than the date that SW Moody St. is re-directed during the term of this easement to run in only a south-bound direction (except for those items which are ongoing in nature), shall consist of the following:

Lot Security

1. Grantor shall pay for the purchase and installation of a remotely-operable security camera with local and IP/web access capability, to be located at the new Schnitzer Lot entrance/exit location. Grantee shall provide the data and electrical wiring to the camera site. Both Grantor and Grantee shall have access to the camera for the duration of construction.
2. Grantee shall install a new gate at the new Schnitzer Lot entrance/exit location.
3. Grantee shall coordinate with PF&R and BES to recommend a system that will allow secure access to all parties with a need to enter the Schnitzer Lot. The existing ability to remotely operate the gate shall be maintained.
4. Grantee shall install a gate arm or second fence to prevent unauthorized entry/bypassing of the attendant booth. The system shall be compatible with the existing system, manufactured by Amano-McGann, to allow for remote operation.
5. Grantee shall relocate and maintain an intact fence/perimeter for the Schnitzer Lot while the temporary multi-use path is in place. The fence will be relocated again when the temporary multi-use path is removed.
6. Grantee shall identify and provide dates of construction activities as they become available, so Grantor's University Police can perform increased patrols of the area.
7. Grantee shall make construction sequencing information available to Grantor as it becomes available.

Lot Operations

1. Grantee shall use best efforts to not interrupt utility service to the Schnitzer Lot for periods longer than six (6) hours throughout construction; provided that any necessary short-term disruptions shall be coordinated with Grantor.
2. Grantee shall identify an ADA-accessible path to the pedestrian gate from the reconfigured ADA parking area and provide the information to Grantor.
3. Grantee shall make reasonable efforts to minimize construction impacts and will maintain access to Grantor's property to the extent practicable so that ingress and egress access is maintained to and from the Schnitzer Lot between the hours of Monday through Friday between the hours of 5:30 am to 9:30 pm. During construction work adjacent to the Schnitzer Lot, a flagger will be in place to facilitate ingress and egress.
4. Grantee agrees that it shall not store equipment, vehicles or materials on the Schnitzer Lot without Grantor's prior written approval.
5. Grantee shall construct the Schnitzer parking lot entrance and make other improvements to the Parking Lot Area as per the attached plan set (Exhibit "D"). Grantee shall not make any changes to such plan set, and shall not make any other improvements or changes to the Parking Lot Area, without Grantor's prior written approval. Attached to

Exhibit D is a schedule of the proposed work to be performed in the Easement Area or the Parking Lot Area, which Grantee shall not materially deviate from without Grantor's prior written approval. Grantee shall provide to Grantor regular updates to this schedule showing such future work at least three (3) weeks before any changes in such work schedule.

6. Grantee shall comply, and cause its contractors entering the Easement Area or the Parking Lot Area to comply with all requirements of the ODOT Application and Permit to Occupy or Perform Operations upon a State Highway (the "ODOT Permit") or the related Oregon Administrative Rules.
- E. Grantee will repair all damages to the Easement Area and any other property affected by the activities under this easement and will restore the Easement Area and such property to a condition that is as good as or better than the condition existing prior to the activities under this easement. However, certain permanent improvements will be made within the temporary easement shown on the attached plan set (Exhibit "D"). The areas containing said permanent improvements will not be restored to their prior condition and said permanent improvements will become the property of Grantor.
- F. 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 affect rights herein granted, provided that the rights granted hereunder are subject to matters of public record and, to the extent applicable, the Temporary Construction Easement being granted by Grantor to TriMet regarding construction of the Portland-Milwaukie Light Rail Project, including the new transit bridge (the "TriMet TCE").
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee or Grantor.
- H. Grantor represents and warrants that it has the authority to grant this easement, that, except for matters of public record and the TriMet TCE, to Grantor's actual knowledge the Easement Area is free from all liens and encumbrances that would materially affect the easement grant.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration, if any, 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.
- J. Grantor represents that to its knowledge, the subject property is in material compliance with all local, State and Federal environmental laws and regulations for which noncompliance would materially impede work conducted pursuant to the easement.
- K. Grantor represents that to Grantor's knowledge it has disclosed all knowledge of any release of hazardous substances onto or from the Easement Area, and disclosed any known report, investigation, survey or environmental assessment regarding the Easement Area. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law. Disclosure

of such knowledge and reports, investigations, surveys or environmental assessments includes the following documents, and the information contained therein: (a) the Record of Decision for Schnitzer Investment Corp. Moody Avenue Site Unit C issued and approved by the Oregon Department of Environmental Quality and dated September 1993, (b) the Stipulation and Consent Decree entered into between the State of Oregon as plaintiff and Schnitzer Investment Corp. as defendant in the Circuit Court of Oregon for Multnomah County, Case No. 9508-05494 and dated August 8, 1995, recorded December 7, 1995 at Recorder's Fee No. 95152264, (c) the Declaration of Restrictive Covenants for the Moody Avenue Site Unit C, Multnomah County, Oregon, dated November 21, 1995 and recorded December 7, 1995 at Recorder's Fee No. 95152263, (d) the Interim Site Management Plan for the OHSU Schnitzer Campus (ECSI 875) Portland, Oregon, prepared for OHSU by Bridgewater Group, Inc. and dated June 30, 2008, and (e) 2006 Soil Sample Results Schnitzer Campus Unit B Portland, Oregon dated June 24, 2008 prepared by Bridgewater Group, Inc., all as such documents may be amended from time to time and provided to Grantee by Grantor (collectively, the "*Schnitzer Campus DEQ Documents*").

- L. Grantor represents that to Grantor's knowledge, there are no underground storage tanks, as defined under Oregon law, presently on or under the surface of the Easement Area.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Easement Area, and Grantor is not attempting to convey any such liability.
- N. In its construction contract, Grantee shall require its contractor to indemnify, hold harmless and defend Grantor from and against all claims, suits, actions of whatsoever nature, damages or losses, 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, Parking Lot Area, and area covered by the ODOT Permit. The City will have the contractor name Grantor as additional insured on the general contractor's insurance in regards to those areas. Grantee shall enforce all obligations and warranties of its contractor under the construction contracts for the work to be performed in the Easement Area or the Parking Lot Area. Grantor has constructed a surface cap on the Easement Area as required by the Schnitzer Campus DEQ Documents. Grantor and Grantee agree to cooperate in good faith to develop plans to ensure that any work conducted in the Easement Area and the Parking Lot Area by Grantee is in conformance with soil management, cap protection and other institutional controls required by the Schnitzer Campus DEQ Documents and applicable law.
- O. Grantee will prepare a Contaminated Media Management Plan (the "CMM Plan") for the activities contemplated herein on the Easement Area and the Parking Lot Area, which CMM Plan is subject to the prior written approval of DEQ and the Grantor. The CMM Plan will include the engineering specifications, materials, and methods of construction which affect the Easement Area and the Parking Lot Area, the surface cap or other soil or concerning soil management for soil staying on the Easement Area or which is hauled off or testing of clean soil and materials imported onto the Easement Area (including sampling and documentation) and related contractor training.

- P. Grantor and Grantee shall each bear their own costs, fees, and expenses of their engineers and environmental consultants in connection the preparation, review and approval of the Easement and the CMM Plan. Grantee shall pay all DEQ oversight costs for the City's preparation and execution of the CMM Plan. Grantor shall be solely responsible for communications with DEQ. Grantee may participate in any meetings or telephone conferences with DEQ regarding the preparation of the Easement and the CMM Plan and Grantor shall give Grantee reasonable advance notice of any such communications in which substantive issues are to be discussed.
- Q. Grantee shall comply, and cause its contractors entering the Easement Area or the Parking Lot Area to comply with the CMM Plan and all requirements of applicable law. Grantee agrees that no excavation of any soil or material may be done on the Easement Area or the Parking Lot Area, and without the prior written approval of Grantor no fill or other fill material may be place at any time on the Easement Area (except for Project construction staging purposes, which soil or other fill material must be clean fill as defined by OAR 340-093-0030(16)). No fill or other fill material may be placed on the Parking Lot Area. Grantee shall ensure that all contractors performing any work related to this easement or the Parking Lot Area are properly trained regarding compliance with the CMM Plan. Grantee shall give prior notice to Grantor (sent to the attention of Grantor's Director of Environmental Health & Safety and other persons identified by Grantor to Grantee from time to time) of the time and place for such contractor training sessions. Grantor shall be permitted to attend, observe, and participate in all training sessions.
- R. All work performed in the Easement Area or the Parking Lot Area will be performed in a safe, good, and workmanlike manner. Grantee shall cause all its contractors else entering the Easement Area or the Parking Lot Area to comply with this easement agreement, including the environmental terms. Grantee shall not allow any mechanic's, materialmen's, or other liens or claims to stand against the Easement Area or the Parking Lot Area for labor or material furnished in connection with Grantee's activities.
- S. Grantee will maintain (through a licensed insurer or through self-insurance), commercial general liability insurance for bodily injury and/or property damage and commercial automobile liability insurance covering owned, hired, and non-owned vehicle, each having limits consistent with Grantee's obligations under the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 to 30.300, as the same may be amended from time to time. In addition, Grantee will maintain at its own expense statutory worker's compensation insurance covering all employees as required by law. Grantee shall ensure that Grantee or its contractors who will be performing activities in the Easement Area, the Parking Lot Area or the area covered by the ODOT Permit have and maintain in force, as appropriate: (a) commercial general liability insurance with a combined, single limit of not less than \$1,000,000 (plus pollution legal liability coverage with an aggregate limit of at least \$2,000,000 for bodily injury, property damage including loss of use, cleanup costs, and defense expenses); (b) commercial automobile liability insurance covering owned, hired, and non-owned vehicles in an amount of not less than \$1,000,000; (c) statutory worker's compensation insurance covering all employees as required by law (such coverage also shall provide Coverage B, employer's liability limits of at least \$1,000,000); and (d) professional

liability insurance with an aggregate coverage or limit of at least \$1,000,000. Except for worker's compensation insurance and professional liability, Grantor shall be named as an additional insured on all such policies carried by contractors or Grantee. Each such policy may include a waiver of subrogation clause specific to the Easement Area, the Parking Lot Area and the area covered by the ODOT Permit, provided that the coverage required hereunder is not adversely affected. Grantee shall furnish to Grantor certificates of (and endorsements to) such insurance that evidence the insurance required by this paragraph.

- T. 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 (i) 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, the Parking Lot Area or the area covered by the ODOT Permit and (ii) all loss, costs, expenses, and damages which arise out of, or result from, any removal or relocation by ODOT of the access or facilities covered by the ODOT Permit not caused by Grantor's fault. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, 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, or agents within the Easement Area, the Parking Lot Area or the area covered by the ODOT Permit.

- U. In addition to the other requirements contained herein, Grantee's right to access the Easement Area or the Parking Lot Area and commence and continue work in the Easement Area or the Parking Lot Area is subject to the following, in form and substance satisfactory to Grantor: (i) receipt by Grantor of a permit from the Oregon Dept. of Transportation ("ODOT") allowing continuous, permanent ingress and egress access between the Schnitzer Lot and the public right of way over ODOT property, and a certified survey and other documentation confirming ODOT ownership of such property; (ii) receipt of all consents, approvals, licenses, permits, and authorizations necessary for this easement, the proposed changes to the Schnitzer Lot, including any proposed re-design and re-configuration of the Schnitzer Lot entrance, landscaping and access between the Lot and the public right of way, and the other transactions contemplated by this easement, including from Schnitzer Investment Corp., DEQ, TriMet, the Bureau of Environmental Services or other City of Portland bureaus, and ODOT.

Notices in regards to this easement agreement, until hereafter changed by the parties by notice in writing, shall be sent to the following addresses:

If to Grantee: City of Portland Bureau of Transportation, Construction Project Manager, Attn: Chris Armes 1120 SW 5th Ave., Suite 900 Portland, OR 97204

If to Grantor: Oregon Health and Science University, Attn: Brian Newman, 3181 SW Sam Jackson Park Road, Mail Code PP22E, Portland, OR 97239; with a copy to Oregon Health and Science University, Attn: General Counsel, 3181 SW Sam Jackson Park Road, Mail Code L585, Portland, OR 97239-3098.

[Remainder of the Page Left Intentionally Blank]

IN WITNESS WHEREOF, this Temporary Construction Easement Agreement has been executed and delivered this _____ day of _____, 2011.

OREGON HEALTH AND SCIENCE UNIVERSITY
(GRANTOR)

By: _____

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2011,
by _____ as _____, of Oregon Health
and Science University, an Oregon corporation.

Notary Public for _____
My Commission expires _____

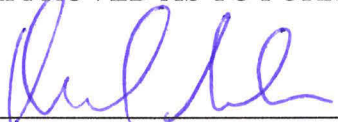
STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2011,
by _____ as _____, of the City of Portland.

Notary Public for _____
My Commission expires _____

APPROVED AS TO FORM:



City Attorney

Approved:

Director or designee

184413



Harper
Houf Peterson
Righellis Inc.

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

EXHIBIT "A"

LEGAL DESCRIPTION Temporary Construction Easement September 13, 2010

A portion of Parcels V and VII as described by Statutory Bargain and Sale Deed to Oregon Health and Science University, a Public Corporation of the State of Oregon, recorded June 30, 2004 as Document No. 2004-118551, Multnomah County Deed Records, located in the South One-Half of Section 3 and the North One-Half of Section 10, Township 1 South, Range 1 East, of the Willamette Meridian, City of Portland, Multnomah County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod located in the easterly right-of-way line of S.W. Moody Avenue, noted as being Found Monument No. 3002 per Record of Survey recorded as SN 62,708, Multnomah County Survey Records, also being located in the westerly line of Parcel VII of said Document No. 2004-118551;

Thence N17°44'53"W, along the said westerly line of Parcel VII, 57.80 feet to the beginning of a 670.20 foot radius non-tangent curve to the right, having a central angle of 8°47'27", the radius point of which bears S73°26'04"E, 670.20 feet;

Thence northeasterly along the westerly line of Parcels V and VII of said Document No. 2004-118551 and the arc of said non-tangent curve to the right (the long chord of which bears N20°57'39"E, 102.73 feet) 102.83 feet to the northwesterly line of said Parcel V and the beginning of a 752.20 foot radius non-tangent curve to the left, having a central angle of 7°07'02", the radius point of which bears N22°56'36"W, 752.20 feet;

Thence northeasterly along the said northwesterly line and the arc of said non-tangent curve to the left (the long chord of which bears N63°29'53"E, 93.38 feet) 93.44 feet to the beginning of a 36.00 foot offset spiral;

Thence continuing northeasterly along said northwesterly line and along said 36.00 foot offset spiral (the long chord of which bears N58°44'08"E, 32.20 feet) to a point;

Thence leaving said northwesterly line, S22°19'49"E, 314.18 feet to a point;

Thence S67°40'11"W, 160.00 feet to a point;

Thence S22°19'49"E, 270.00 feet to a point;

Thence S67°40'11"W, 40.00 feet to the westerly line of Parcel VII of said Document No. 2004-118551, also being the easterly right-of-way line of S.W. Moody Avenue;

Thence N22°19'49"W, along the said westerly line of Parcel VII, 440.00 feet to the Point of Beginning.

Containing 68,819 square feet more or less.

This legal description and the basis of bearings thereof, is based upon Record of Survey recorded as SN 62,708, Multnomah County Survey Records.

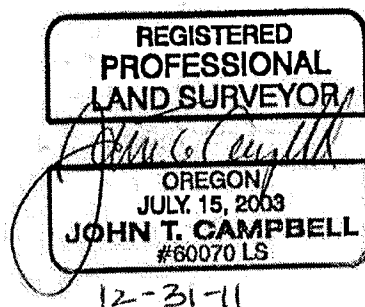


EXHIBIT "B"

SEPTEMBER 13, 2010

U.S.
HIGHWAY
I-405

$R=752.20'$
 $L=93.44'$
 $\Delta=7^{\circ}07'02''$
 $LC=N63^{\circ}29'53''E$
 $93.38'$

$R=670.20'$
 $L=102.83'$
 $\Delta=8^{\circ}47'27''$
 $LC=N20^{\circ}57'39''E$
 $102.73'$

$N17^{\circ}44'53''W$
 $57.80'$

POINT OF BEGINNING
 FOUND 5/8 INCH IRON ROD
 NOTED AS BEING FOUND
 MONUMENT NO. 3002 PER
 SN 62,708, MULTNOMAH
 COUNTY SURVEY RECORDS
 COORDINATES PER SN 62,708
 N 677648.63
 E 7645656.90

U.S. HIGHWAY I-5



SCALE
 1" = 100'

RADIUS POINT
 $N22^{\circ}56'36''W$
 $752.20'$

U.S.
HIGHWAY
I-5

36.00' OFFSET SPIRAL
 $LC=N58^{\circ}44'08''E$
 $32.20'$

PARCEL V
 DOC. NO. 2004-118551

RADIUS POINT
 $S73^{\circ}26'04''E$
 $670.20'$

TEMPORARY
 CONSTRUCTION
 EASEMENT
 68,819 SQ.FT.

$N22^{\circ}19'49''W$
 $440.00'$

S.W. MOODY AVENUE

$S22^{\circ}19'49''E$
 $270.00'$

PARCEL VII
 DOC. NO. 2004-118551

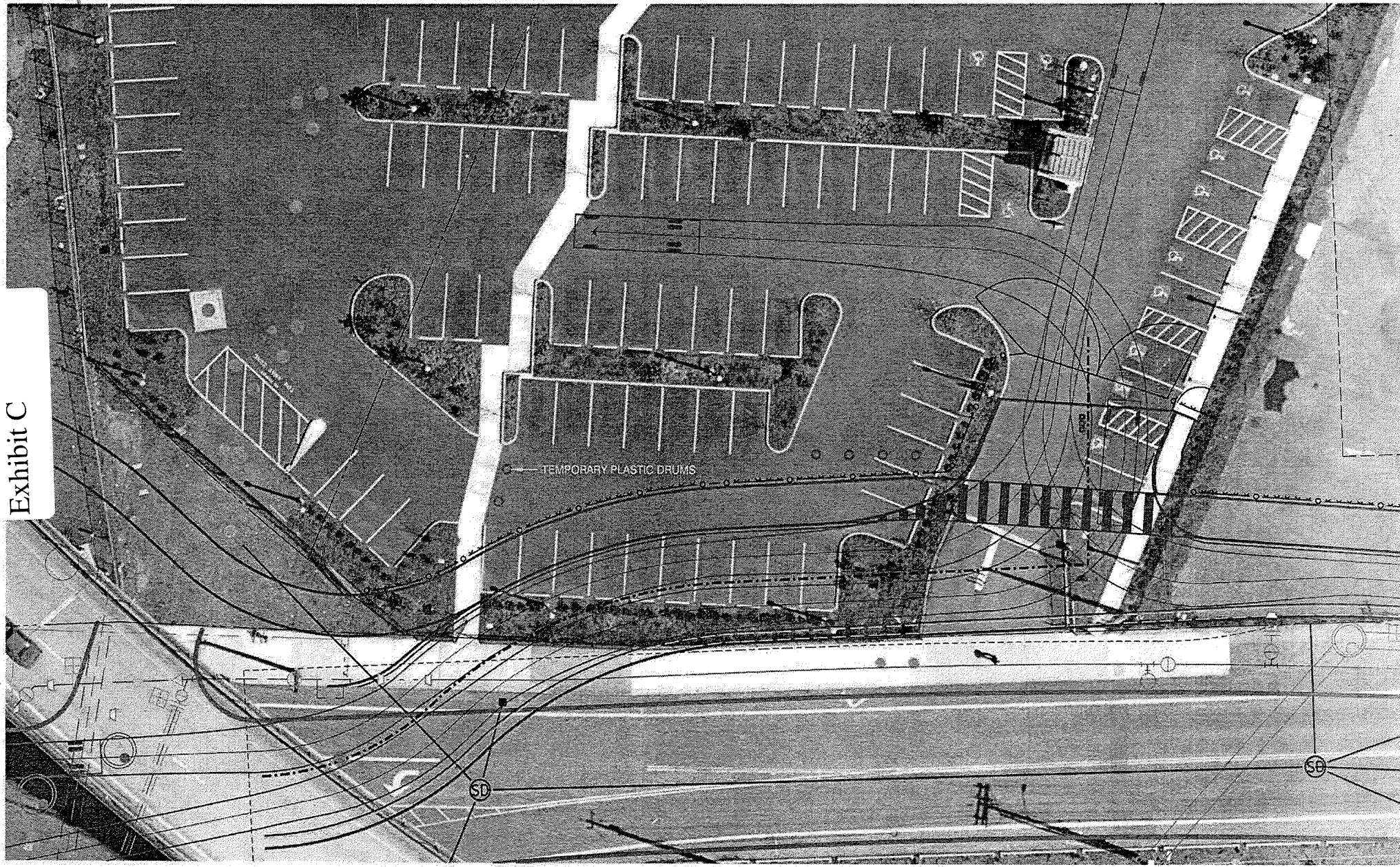
$S67^{\circ}40'11''W$
 $40.00'$



Harper
 Houf Peterson
 Righellis Inc.

ENGINEERS • PLANNERS
 LANDSCAPE ARCHITECTS • SURVEYORS

205 SE Spokane Street, Suite 200, Portland, OR 97202
 phone: 503.221.1131 www.hhpr.com fax: 503.221.1171



CONSTRUCTION NOTES

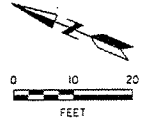
- 6 REMOVE EXISTING INLET PLUG AND ABANDON INLET LEAD
 7 SAWCUT
 13 REMOVE VEGETATION WITHIN CONSTRUCTION LIMITS
 14 REMOVE EXISTING CONCRETE CURB
 16 EXISTING CONCRETE SIDEWALK (R=REMOVE, P=PROTECT)
 29 EXISTING PRIVATE IRRIGATION FACILITY (R=RELOCATE, A=ADJUST, P=PROTECT)

- 29 RELOCATE EXISTING SECURITY GATE ACCESS CONTROL SYSTEM
 30 EXISTING FENCE AND POSTS (R=REMOVE, A=ADJUST, P=PROTECT)
 32 EXISTING CLEANOUT ADJUST RIM TO FINISH GRADE
 42 EXISTING MANHOLE ADJUST RIM TO FINISH GRADE
 53 INSTALL CHAIN LINK FENCE (SEE ODOT STD. DWG. RD815) TYPE SHOWN ON PLAN
 54 ADJUST EXISTING PRECAST CONCRETE WHEEL STOPS

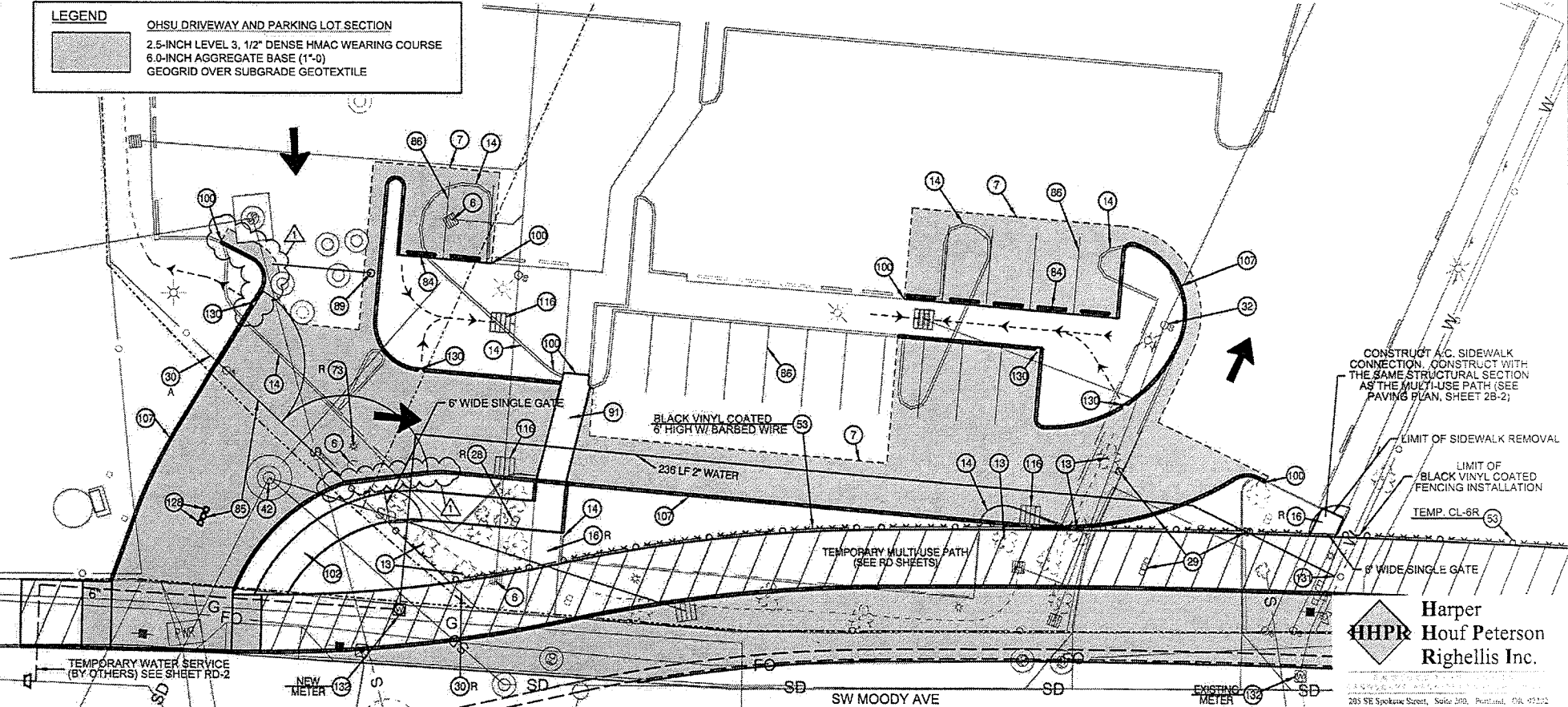
- 56 ADJUST EXISTING INLET TO GRADE
 84 INSTALL PRECAST CONCRETE WHEEL STOPS PER MANUFACTURER RECOMMENDATIONS
 85 REINSTALL SECURITY GATE ACCESS CONTROL SYSTEM COMPLETE PER MANUFACTURER RECOMMENDATIONS
 86 PARKING SPACE PAINT STRIPE (SEE SIGNING & STRIPING PLAN, ST SHEETS)
 89 INSTALL BARRIER GATE OPERATOR WITH SINGLE ARM MAXIMUM LENGTH 20-FEET SYSTEM COMPLETE PER MANUFACTURER RECOMMENDATIONS

- 91 CONSTRUCT CONCRETE WALKWAY SECTION 6" P.C. CONCRETE OVER 2" 1"-17" AGGREGATE BASE INSTALL 6"x6" 10 GA WIRE MESH AS REQUIRED AND DIRECTED
 100 MATCH EXISTING SAWCUT AS NECESSARY
 102 CONSTRUCT CONCRETE SIDEWALK (SEE ODOT STD. DRG. RD720)
 107 CONSTRUCT STANDARD CURB WITH 6" EXPOSURE (SEE ODOT STD. DRG. RD700)
 116 INSTALL INLET (SEE DRAINAGE PLAN, SHEET 2G-2)

- 129 INSTALL STEEL BOLLARD
 130 CONSTRUCT 12" WIDE CURB CUT (SEE STORMWATER DRAINAGE PLAN, SHEET 2G-2)
 131 RECONNECT EXISTING PRIVATE WATER SERVICE LINE. INSTALL 236 LF 2" WATER AS SHOWN. COORDINATE WITH OHSU.
 132 REMOVE EXISTING WATER METER AND INSTALL NEW WATER METER IN LOCATION SHOWN. ALL PUBLIC WATER WORK WITHIN THE PUBLIC ROW BY PORTLAND WATER BUREAU. CONTRACTOR TO COORDINATE.

DESIGN PACKAGE 1**ISSUED FOR CONSTRUCTION**
10/25/10**LEGEND****OHSU DRIVEWAY AND PARKING LOT SECTION**

2.5-INCH LEVEL 3, 1/2" DENSE HMA WEARING COURSE
 6.0-INCH AGGREGATE BASE (1"-0")
 GEOGRID OVER SUBGRADE GEOTEXTILE



CONSTRUCT A/C. SIDEWALK CONNECTION. CONSTRUCT WITH THE SAME STRUCTURAL SECTION AS THE MULTI-USE PATH (SEE PAVING PLAN, SHEET 2G-2)

LIMIT OF SIDEWALK REMOVAL

LIMIT OF BLACK VINYL COATED FENCING INSTALLATION

TEMP. CL-6R

6' WIDE SINGLE GATE

Harper Houf Peterson Righellis Inc.

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 phone: 503.231.1131 www.hhrp.com fax: 503.231.1191

NO.	DATE	DESCRIPTION	REVISION
1	12/14/10	ADJUST CURB LAYOUT AT SECURITY GATE LOCATION	

DESIGNED BY HHRP	CHECKED BY HHRP	DATE APPROVED HHRP
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APPROVALS:	
SUPERVISING ENGINEER	REC. PROJ. ENGR. NO. 803506
CITY ENGINEER	REC. PROJ. ENGR. NO. 535506



SW Moody Avenue Improvements SW River Parkway to SW Gibbs Street	3228
Private OHSU Parking Lot Modification Plan	10/16/10
	2G-1