

EXHIBIT 1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **Oregon Museum of Science & Industry, an Oregon non-profit corporation, (Grantor)**, in consideration of the sum of Fifty-Five Thousand Six Hundred Thirty-Three and no/100 Dollars, (\$55,633.00) and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, (Grantee), the receipt whereof is hereby acknowledged, hereby grants unto said City of Portland, which purchases pursuant to its eminent domain power and authority a temporary easement for the purpose of supporting construction activities associated with the Portland Streetcar Loop Project, through, under, over and along the following described parcel ("the Property"):

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 approximately eighteen months, commencing no later than February 1, 2011 and terminating no later than December 15, 2011.
- B. Grantee shall maintain access to Grantor's remainder property.
- C. Upon termination of the easement, Grantee shall cause the easement area and all paving, landscaping and other improvements thereon or there under to be restored to the condition at the time the revocable permit commenced, at Grantee's sole cost and expense.
- D. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or materially affect rights herein granted.
- E. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.

R/W # 7101-2572

After Recording Return to:

1S1E03DD 300

106/800/Dee A. Walker

1S1E03D 302

Tax Statement shall be sent to:

No Change

- F. Grantor represents and warrants that it has the authority to grant this easement.
- G. Grantor agrees that the consideration recited herein is just compensation paid by Grantee 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.
- H. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Property, and Grantor is not attempting to convey any such preexisting liability.
- I. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantee 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 Grantee its officers, employees, or agents within the easement area.
- J. Grantee shall require its contractor to, while working within the easement area, name Grantor as additional insured on the general liability insurance with respect to the easement area as shown on Exhibit C attached hereto and by this reference made a part hereof.

OREGON MUSEUM OF SCIENCE AND INDUSTRY
An Oregon non-profit corporation

Nancy Stueber
Signature
Nancy Stueber
Name (print or type)
President
Title

Signature

Name (print or type)

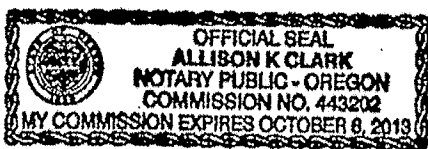
Title

STATE OF Oregon

County of Multnomah

This instrument was acknowledged before me on April 1, 2011,
by Nancy Stueber as President, and _____ as
Secretary, of Oregon Museum of Science & Industry, an Oregon non-profit corporation.

Allison K. Clark
Notary Public for Multnomah County
My Commission expires 10/06/2013



184526

APPROVED AS TO FORM:



City Attorney

APPROVED:

Director or designee

71012572-OMSIBridge TCE-3-30-11

R/W # **7101-257Z**
 OMSI
 S.E. Water Avenue
 1S1E03DD 0300
 1S1E03D 0302

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

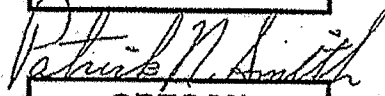
A parcel of land situated in the Southeast one-quarter of Section 3, Township 1 South, Range 1 East, W.M., City of Portland, Multnomah County, Oregon, and being a portion of that property described in a Special Warranty Deed With Restrictive Covenants to Oregon Museum of Science and Industry recorded December 30, 2005 as Document No. 2005-256076 and a Bargain and Sale Deed to Oregon Museum of Science and Industry, recorded December 31, 1986 in Book 1969, Page 3954 Multnomah County Records, more particularly described as follows:

Commencing at the southwest corner of Lot 4, in the duly recorded plat of Portland General Electric Station L; thence along the south line of said lot South 88° 12' 03" East 12.00 feet to the True Point of Beginning; thence North 01° 47' 57" East 272.32 feet to a point of curvature; thence along the arc of a 265.00 foot radius curve to the right, through a central angle of 9° 32' 19", an arc distance of 44.12 feet (the long chord of which bears North 6° 34' 06" East 44.07 feet); thence North 11° 20' 16" East 60.01 feet to a point of curvature; thence along the arc of a 170.00 foot radius curve to the right, through a central angle of 39° 06' 21", an arc distance of 116.03 feet (the long chord of which bears North 30° 53' 27" East 113.79 feet); thence North 50° 26' 37" East 25.97 feet; thence North 49° 38' 20" West 23.85 feet to a point of curvature; thence along the arc of a 80.00 foot radius curve to the left, through a central angle of 27° 56' 29", an arc distance of 39.01 feet (the long chord of which bears North 63° 36' 34" West 38.63 feet); thence North 77° 34' 49" West 39.11 feet to a point of curvature; thence along the arc of a 20.00 foot radius curve to the left, through a central angle of 23° 41' 34", an arc distance of 8.27 feet (the long chord of which bears North 89° 25' 36" West 8.21 feet) to the easterly right-of-way line of S.E. Water Avenue; thence North 01° 47' 57" East 19.01 feet along said right-of-way line to a point of curvature; thence along the arc of a 267.00 foot radius curve to the left, through a central angle of 4° 29' 42", an arc distance of 20.95 feet (the long chord of which bears North 0° 26' 54" West 20.94 feet) to the north line of vacated S.E. Lincoln Street (30.00 feet wide); thence South 88° 12' 34" East 85.83 feet along said north line to the west line of S.E. 3rd Avenue; thence South 01° 47' 26" West 30.00 feet along said west line to the south line of S.E. Lincoln Street; thence South 88° 12' 34" East 87.31 feet along said south line; thence leaving said south line South 52° 23' 51" West 85.72 feet; thence South 50° 26' 37" West 25.94 feet to a point of curvature; thence along the arc of a 161.40 foot radius curve to the left, through a central angle of 39° 06' 21", an arc distance of 110.16 feet (the long chord of which bears South 30° 53' 27" West 108.03 feet); thence South 11° 20' 16" West 60.01 feet to a point of curvature; thence along the arc of a 256.40 foot radius curve to the left, through a central angle of 9° 32' 19", an arc distance of 42.69 feet (the long chord of which bears South 06° 34' 06" West 42.64 feet); thence South 01° 47' 57" West 272.32 feet; thence North 88° 12' 03" West 8.60 feet to the True Point of Beginning.

This parcel contains 11,239 square feet, more or less.

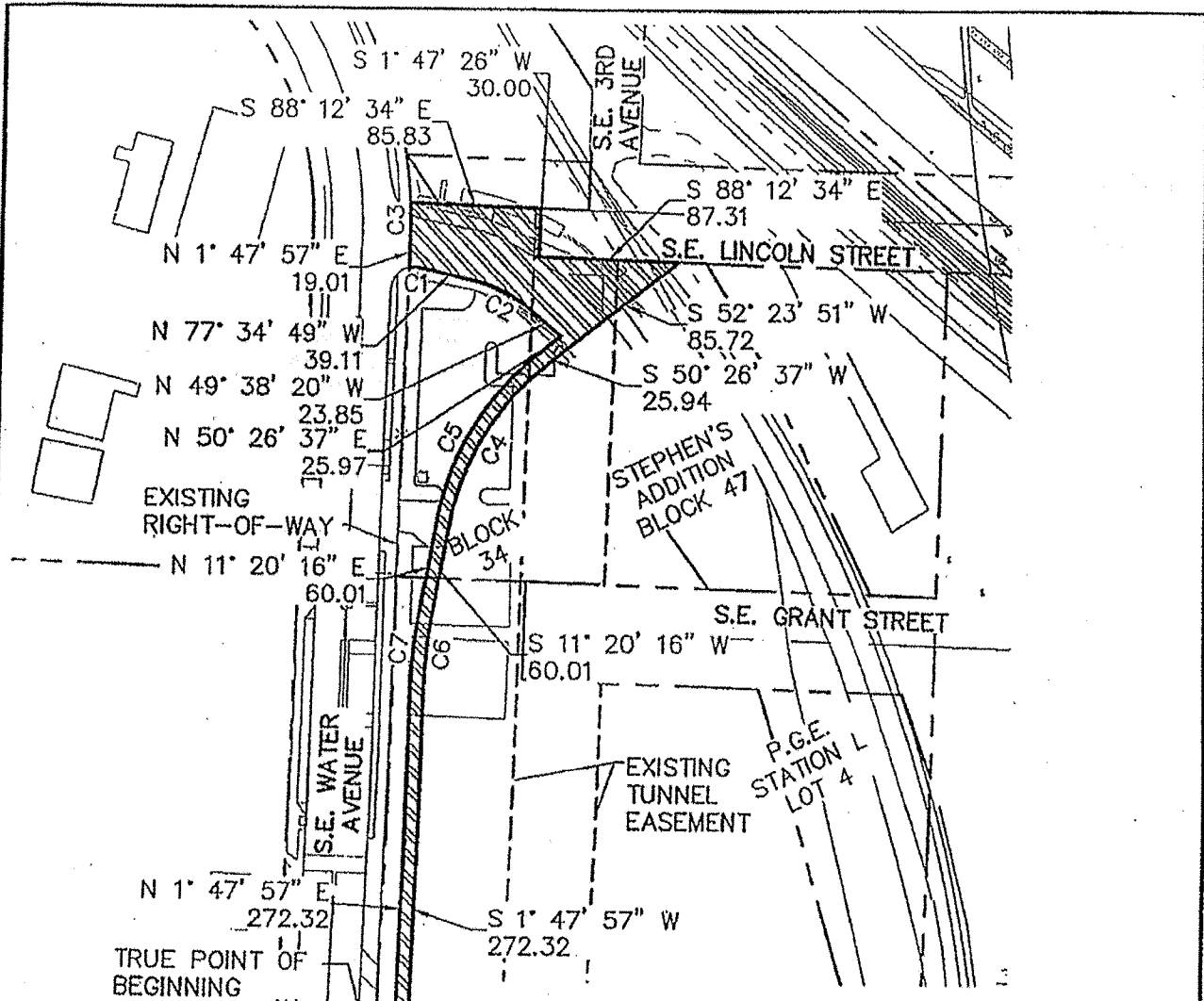
The bearings of this description are based on the Oregon Coordinate System of 1983, north zone, 1991 adjustment.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 25, 1991
PATRICK N. SMITH
2526

RENEWS: 6/30/10



TEMPORARY CONSTRUCTION EASEMENT
 11,239 SQ. FT. ±

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	LC BEARING	LC DISTANCE
C1	8.27	20.00	23° 41' 34"	N89° 25' 36"W	8.21
C2	39.01	80.00	27° 56' 29"	N63° 36' 34"W	38.63
C3	20.95	267.00	4° 29' 42"	N0° 26' 54"W	20.94
C4	110.16	161.40	39° 06' 21"	S30° 53' 27"W	108.03
C5	116.03	170.00	39° 06' 21"	N30° 53' 27"E	113.79
C6	42.69	256.40	9° 32' 19"	S6° 34' 06"W	42.64
C7	44.12	265.00	9° 32' 19"	N6° 34' 06"E	44.07



DAVID EVANS AND ASSOCIATES INC.
 2100 Southwest River Parkway
 Portland Oregon 97201
 Phone: 503.223.6663

PROJECT **EXHIBIT "B"** SHEET
 TITLE **PORTLAND STREETCAR LOOP**

DWG. REF. **SvEm11Ursx0041** PROJECT **URSX0041** SCALE **1" = 100'** AMENDMENT NO. **1.0**
 DRAWN BY **TAS** DESIGN BY **PNS** APPROVED BY _____ DATE **8/05/09**

EXHIBIT 2

CORRECTION
TEMPORARY BUILDING EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Oregon Museum of Science & Industry, an Oregon non-profit corporation, (Grantor) in consideration of the sum of Eighteen Thousand Four Hundred Forty and no/100 Dollars, (\$18,440.00) and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon (Grantee), the receipt whereof is hereby acknowledged, hereby grants unto said City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary easement for the purpose of supporting construction activities and providing a temporary building associated with the Portland Streetcar Loop 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 herein authorized activities for a term of five years, commencing August 1, 2011 and terminating July 31, 2016.
- B. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- C. The purpose of the easement is to provide a temporary building, which will provide a break room and restroom for the operators of the Portland Streetcar. Prior to commencement of any work in the easement area by Grantee, Grantee shall provide Grantor with plans and specifications for said work. Grantee hereby covenants and agrees to maintain any structure or other improvement on the easement area in a first class condition with routine maintenance, upkeep and repair.

R/W # 7101-2572
IS1E03DD 300
IS1E03D 302

This document is being recorded at the request of the City of Portland, Bureau of Transportation to add eminent domain language And replaces Document No. 2011-034500.

After Recording Return to:

106/800/Dee A. Walker

Tax Statement shall be sent to:

No Change

- D. Upon termination of the easement, Grantee shall cause the easement area and all paving, landscaping and other improvements thereon or there under to be restored to the condition, at the time the revocable permit commenced, Grantee's sole cost and expense..
- E. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent 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, however Grantee shall not assign its rights hereunder without the prior written approval of Grantor, which shall be in Grantor's sole discretion.
- G. Grantor represents and warrants that it has the authority to grant this easement.
- H. Grantor agrees that the consideration recited herein paid by Grantee is 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 accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such preexisting liability.
- J. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantee 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 Grantee its officers, employees, or agents within the easement area
- K. Grantee shall require its contractor to, while working within the easement area, name Grantor as additional insured on the general liability insurance with respect to the easement area as shown on Exhibit C attached hereto and by this reference made a part hereof.

This section intentionally left blank

OREGON MUSEUM OF SCIENCE AND INDUSTRY
An Oregon non-profit corporation

Nancy Stueber
Signature
Nancy Stueber
Name (print or type)
President
Title

Signature

Name (print or type)

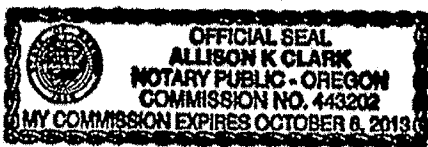
Title

STATE OF Oregon

County of Multnomah

This instrument was acknowledged before me on April 1, 2011,
by Nancy Stueber as President, and _____ as
Secretary, of Oregon Museum of Science & Industry, an Oregon non-profit corporation.

Allison K Clark
Notary Public for Multnomah County
My Commission expires 10/06/2013



APPROVED AS TO FORM:

[Signature]

City Attorney

APPROVED:

Director or designee

R/W # 7101-2572
 OMSI
 S.E. Water Avenue
 1S1E03DD 0300
 1S1E3D 0302

EXHIBIT "A"

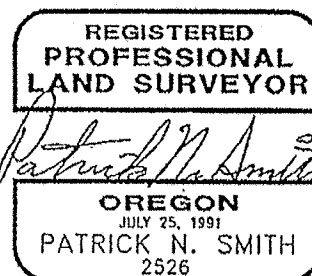
TEMPORARY CONSTRUCTION EASEMENT

A parcel of land situated in the Southeast one-quarter of Section 3, Township 1 South, Range 1 East, W.M., City of Portland, Multnomah County, Oregon, and being a portion of that property described in a Special Warranty Deed With Restrictive Covenants to Oregon Museum of Science & Industry recorded December 30, 2005 as Document No. 2005-256076, Multnomah County Records, more particularly described as follows:

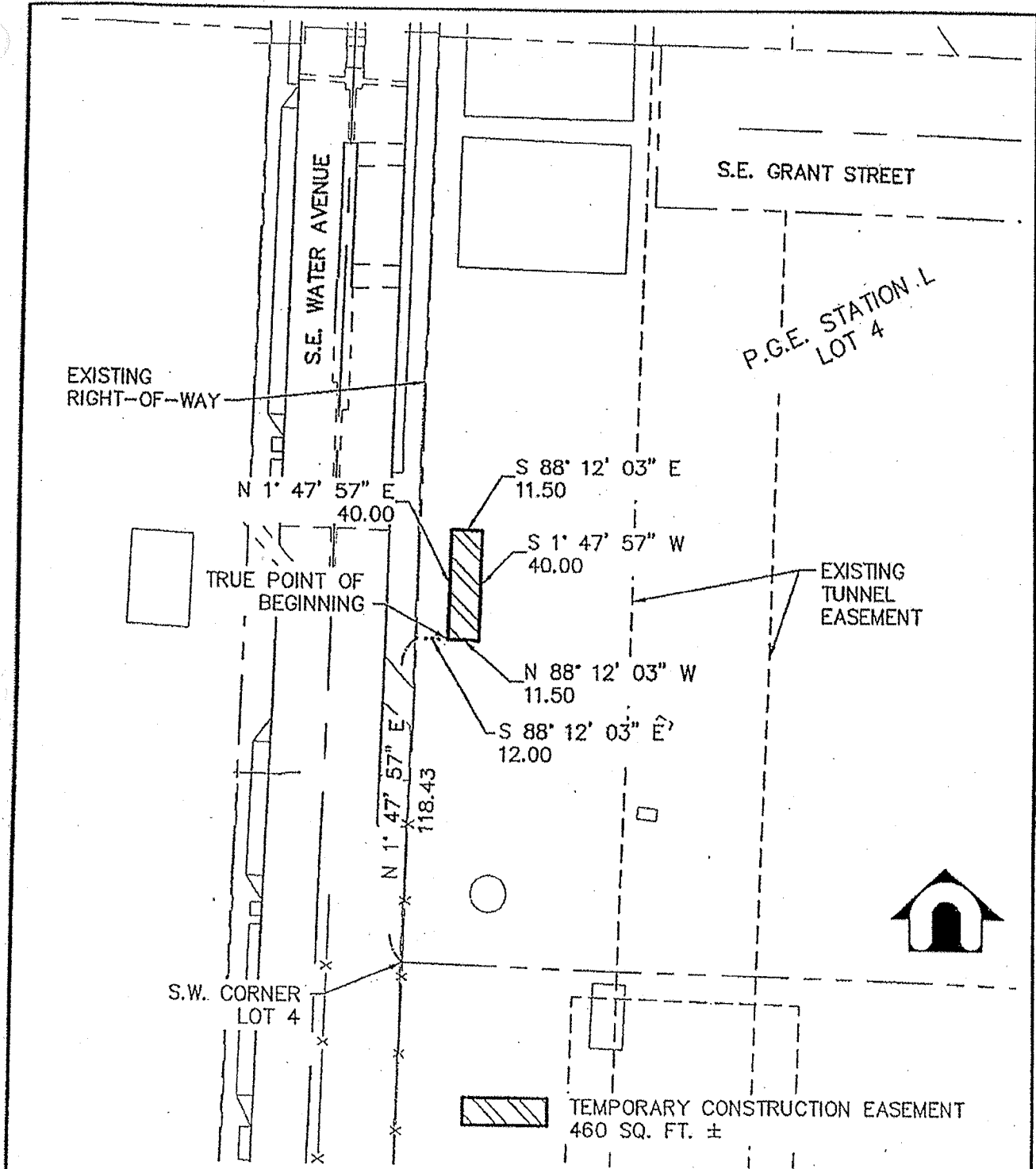
Commencing at the southwest corner of Lot 4, in the duly recorded plat of Portland General Electric Station L; thence North $01^{\circ} 47' 57''$ East 118.43 feet along the easterly right-of-way line of S. E. Water Avenue; thence leaving said right-of-way line South $88^{\circ} 12' 03''$ East 12.00 feet to the True Point of Beginning; thence North $01^{\circ} 47' 57''$ East 40.00 feet; thence South $88^{\circ} 12' 03''$ East 11.50 feet; thence South $01^{\circ} 47' 57''$ West 40.00 feet; thence North $88^{\circ} 12' 03''$ West 11.50 feet to the True Point of Beginning.

This parcel contains 460 square feet, more or less

The bearings of this description are based on the Oregon Coordinate System of 1983, north zone, 1991 adjustment.



RENEWS: 6/30/10



**DAVID EVANS
AND ASSOCIATES INC.**

2100 Southwest River Parkway
Portland Oregon 97201
Phone: 503.223.6663

PROJECT

EXHIBIT "B"

SHEET

TITLE

PORTLAND STREETCAR LOOP

DWG. REF.

SvEm09Ursx0041_R2 URSX0041

PROJECT

SCALE

1" = 50'

AMENDMENT NO.

2.0

DRAWN BY

TAS

DESIGN BY

PNS

APPROVED BY

DATE

11/16/09

1

184526

Multnomah County Official Records
C Swick, Deputy Clerk

2011-034502



\$56.00

03/18/2011 12:33:06 PM

1R-EASEMT
\$25.00 \$11.00 \$15.00 \$5.00

Cnt=1 Stn=10 RECCASH1

PERMANENT AERIAL EASEMENT FOR STREETCAR BRIDGE

KNOW ALL PERSONS BY THESE PRESENTS, that **Oregon Museum of Science & Industry, an Oregon non-profit corporation**, (Grantor), in consideration of the sum of Thirty-Five Thousand Eight Hundred Thirteen and 25/100 Dollars (\$35,813.25), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, (Grantee), the receipt whereof is hereby acknowledged, hereby conveys unto the City, which purchases pursuant to its eminent domain power and authority, the following easement ("subject property"):

A permanent easement for the construction, maintenance and operation of an overhead streetcar bridge section, upon and across Grantor's real property located in the County of Multnomah, State of Oregon, more particularly described in Exhibit A and depicted on Exhibit B attached hereto and by this reference made a part hereof.

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

- A. Grantee's agents, invitees, permittees, contractors, passengers, customers, employees, successors and assigns, and any other party requested by Grantee, shall have the right to enter upon the subject property for the purposes hereinabove mentioned.
- B. It is understood and agreed that the Grantee, by accepting this easement, is not accepting any preexisting liability for any release of hazardous substances onto or from the subject property, and that Grantor is not attempting to convey any such preexisting liability.

R/W #7101-2752

After Recording Return to: pley L. Lindahl

IS1E03DD 0300

106/800/Dee A. Walker

IS1E03D 0302

Tax Statement shall be sent to: _____

No Change

- C. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantee 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 Grantee its officers, employees, or agents within the easement area.
- D. Grantor represents and warrants that it has the authority to grant this easement.
- E. Grantor agrees that the consideration recited herein is just compensation for the subject property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said subject property or property rights.
- F. Grantee shall require its contractor to, while working within the easement area, name Grantor as additional insured on the general liability insurance with respect to the easement area as shown on Exhibit C attached hereto and by this reference made a part hereof.

OREGON MUSEUM OF SCIENCE AND INDUSTRY
An Oregon non-profit corporation

Nancy Stueber

Signature
Nancy Stueber

Name (print or type)
President

Title

Signature

Name (print or type)

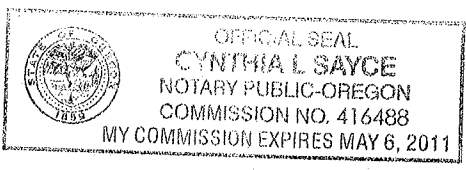
Title

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on March 9, 2011,
by Nancy Stueber (name) as President, and-

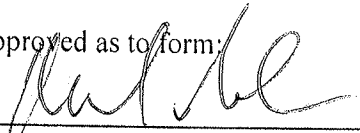
(name) as Secretary, of Oregon Museum of Science & Industry, an Oregon non-profit corporation.



Cynthia L. Sayce


Notary Public for Oregon
My Commission expires May 6, 2011

Approved as to form:



City Attorney

Approved:



Director or designee

7101\2572\Aerial Esmt12-21-10

R/W# 7101-2572

OMSI

S.E. Water Avenue

1S1E03DD 0300

1S1E3D 0302

EXHIBIT "A"

AERIAL EASEMENT

A parcel of land situated in the Southeast one-quarter of Section 3, Township 1 South, Range 1 East, W.M., City of Portland, Multnomah County, Oregon, and being a portion of that property described in a Bargain and Sale Deed to Oregon Museum of Science and Industry, recorded December 31, 1986 in Book 1969, Page 3954, Multnomah County Records, more particularly described as follows:

Commencing at the northwest corner of Lot 4, in the duly recorded plat of Portland General Electric Station L; thence North $01^{\circ} 47' 57''$ East 200.09 feet along the easterly right-of-way line of S. E. Water Avenue to the south right-of-way line of S.E. Lincoln Street (60.00 feet wide) extended; thence South $88^{\circ} 12' 34''$ East 95.12 feet along said south line to the True Point of Beginning; thence along the south right-of-way line of S.E. Lincoln Street South $88^{\circ} 12' 34''$ East 45.69 feet; thence leaving said right-of-way line South $52^{\circ} 23' 27''$ West 64.06 feet; thence North $49^{\circ} 38' 20''$ West 12.19 feet to a point of curvature; thence along the arc of a 80.00 foot radius curve to the left, through a central angle of $12^{\circ} 55' 14''$, an arc distance of 18.04 feet (the long chord of which bears North $56^{\circ} 05' 57''$ West 18.00 feet); thence North $52^{\circ} 23' 27''$ East 37.00 feet to the True Point of Beginning.

This parcel contains 1,447 square feet, more or less.

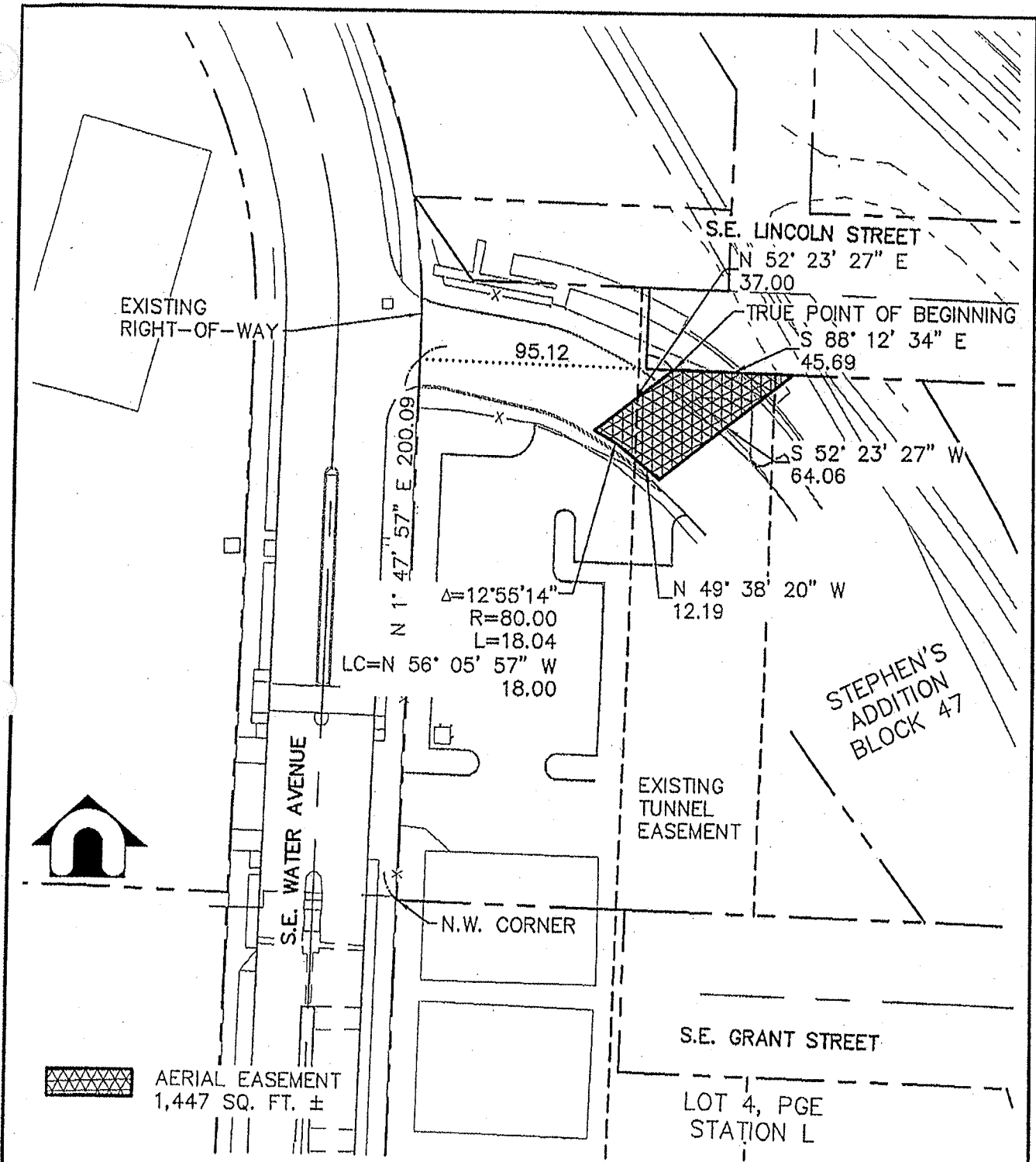
The bearings of this description are based on the Oregon Coordinate System of 1983, north zone, 1991 adjustment.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Patrick N. Smith

OREGON
JULY 25, 1991
PATRICK N. SMITH
2526

RENEWS: 6/30/10



DAVID EVANS AND ASSOCIATES INC.
 2100 Southwest River Parkway
 Portland Oregon 97201
 Phone: 503.223.6663

PROJECT **EXHIBIT "B"** SHEET
 TITLE **PORTLAND STREETCAR LOOP**

DWG. REF.	PROJECT	SCALE	AMENDMENT NO.
SvEm06Ursx0041_R1	URSX0041	1" = 50'	1.0
DRAWN BY	DESIGN BY	APPROVED BY	DATE
TAS	PNS		11/16/09

1