

RETURN TO: Clean Water Services
Mail Stop 10
2550 SW Hillsboro Highway
Hillsboro, OR 97123

Project: SW 86th Ave. Pump Station & Appurtenances Project No. E09051
Tax Lot No.: W283749, W283788, W281028, W283484
Square Feet: Four tracts (A-D), 67,127 square feet in total

**EASEMENT FOR WATER QUALITY PRESERVATION AND
STORM AND SURFACE WATER DRAINAGE**

GRANTOR'S NAME: City of Portland

ADDRESS: 1120 SW 5th Avenue, Suite 1000, Portland, OR 97204

GRANTOR, owner of the property described herein, has the authority and does hereby grant, convey and warrant unto Clean Water Services, GRANTEE, a non-exclusive perpetual easement in gross to use the real property described in Exhibit A and depicted on Exhibit B attached hereto and by this reference incorporated herein (Easement Area) for water quality preservation and storm and surface water drainage. This easement includes the right to construct and perpetually maintain storm and surface water drainage and water quality facilities (including vegetation) through, under, and along the Easement Area. This easement includes the right to access the above described easement over and across the land of the GRANTOR for the purpose of maintenance of the easement and facilities therein. This easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns. GRANTEE shall not have any responsibility for pre-existing environmental contamination or for environmental contamination caused by GRANTOR or any third party of the Easement Area.

Any temporary easement granted hereby is automatically extinguished upon acceptance of the completed public facilities in the adjacent permanent easement.

The consideration for this grant is **nonmonetary**.

Additional terms and conditions set forth below are hereby agreed to and binding upon the parties to this easement:

1. No structure shall be erected on the Easement Area without the written consent of the GRANTEE.
2. One purpose of this easement shall be to preserve water quality by maintaining native vegetation and habitat conditions within the Easement Area. GRANTOR agrees that any vegetation planted by GRANTEE within the Easement Area shall not be removed, destroyed, mowed, altered or sprayed with biocides. GRANTOR may make additional plantings of Oregon native species within the Easement Area and may prune planted vegetation with approval of GRANTEE.

3. GRANTOR will not engage in any filling, excavating or dredging; removal of topsoil, sand, gravel, rock, minerals or other materials; nor any dumping of ashes, trash, garbage, or of any other material, and no changing of the grade or topography of the Easement Area in any manner unless authorized by GRANTEE.
4. GRANTOR will not engage in any damming, dredging or other activities that may be detrimental to water quality within the Easement Area. The scope of this easement includes GRANTEE'S right to remove any barrier to natural creek flow within the Easement Area that may cause flooding of structures subject to the terms of necessary federal, state and local permits. GRANTOR agrees that any activities within the Easement Area which are, in the opinion of GRANTEE, inconsistent with preserving the natural condition of the Easement Area are prohibited and may be subject to enforcement action.
5. GRANTEE shall take action to enforce the terms of this easement. Enforcement shall include abatement of any prohibited condition or activity within the Easement Area by all means provided under Clean Water Services' Ordinances and Resolution and Orders, and federal and state laws.
6. GRANTEE and its contractors shall confine construction operations to within the Easement Area or make special arrangements with GRANTOR if additional area or access is required.
7. During the time that work is in progress, GRANTEE and GRANTEE'S contractor shall make every effort to maintain the site in a neat and orderly condition. All refuse, excess fill material, etc., shall be removed as soon as practicable. Should the site not be maintained in satisfactory condition, GRANTEE may cause the work to stop until the cleanup portion of the work has been done to the satisfaction of GRANTOR and GRANTEE.
8. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this easement (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 negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

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GRANTOR

APPROVED AS TO FORM

APPROVED AS TO FORM
James H. Van Dyke HJD

City of Portland – Bureau of Environmental
Services Director or designee

CITY ATTORNEY
City Attorney

Date

GRANTEE

APPROVED AS TO FORM

By: _____
General Manager or Designee
Clean Water Services

District Counsel

NOTARIZE DOCUMENT BELOW

STATE OF OREGON

County of Multnomah

On this _____ day of _____, 2013, personally appeared _____, who being duly sworn, did say that he is the Director, Bureau of Environmental Services, or his designee, of the City of Portland, a municipal corporation, and that said instrument was signed in behalf of said corporation by authority of its City Council and acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon
My Commission expires _____

R/W # 7161-04
 S.W. 86TH AVENUE PUMP STATION AND APPURTENANCES PROJECT
 1S1W23 - 1S1W24
 WATER QUALITY PRESERVATION AND STORM AND SURFACE
 WATER DRAINAGE EASEMENT

EXHIBIT A

A portion of the East One-Half of Section 23 and A portion of the West One-Half of Section 24, Township 1 South, Range 1 West of the Willamette Meridian, County of Washington, State of Oregon, Being More Particularly Described As Follows:

TRACT "A"

Commencing at the Common One-Quarter Corner Between said Sections 23 and 24; Thence, along the East line of said Section 23, South 01°54'52" West, a distance of 94.95 Feet, to the Northeast corner of Lot 8 of Block 13 of the duly recorded Plat of Bohmann Park No. 4, Washington County Plat Records; Thence, along the North line Of Said Block 13, North 88°19'41" West, a distance of 152.80 Feet, To the Point Of Beginning, Said Point Herein After Also Known As Point "A"; Thence, Continuing along the North Line Of Said Block 13, North 88°19'41" West, a distance of 257.71 Feet; Thence, North 36°19'44" East, a distance of 4.81 Feet; Thence, North 27°29'17" East, a distance of 1.10 Feet; Thence, North 60°03'54" East, a distance of 15.11 Feet; Thence, North 11°29'08" West, a distance of 7.57 Feet; Thence, North 31°05'54" East, a distance of 24.89 Feet; Thence, North 52°48'39" East, a distance of 10.80 Feet; Thence, North 70°33'19" East, a distance of 47.79 Feet; Thence, North 64°31'54" East, a distance of 21.32 Feet; Thence, North 84°10'32" East, a distance of 21.97 Feet; Thence, South 71°41'16" East, a distance of 22.94 Feet; Thence, South 60°13'18" East, a distance of 22.11 Feet; Thence, South 67°23'16" East, a distance of 24.87 Feet; Thence, South 80°22'49" East, a distance of 26.16 Feet; Thence, South 83°20'31" East, a distance of 3.71 Feet; Thence, North 88°11'37" East, a distance of 21.79 Feet; Thence, North 55°17'47" East, a distance of 19.44 Feet; Thence, North 49°21'03" East, a distance of 15.56 Feet; Thence, North 52°17'00" East, a distance of 16.31 Feet; Thence, North 33°01'35" East, a distance of 11.87 Feet; Thence, North 29°12'56" East, a distance of 9.77 Feet; Thence, North 01°12'01" East, a distance of 6.75 Feet; Thence, North 20°40'18" West, a distance of 12.27 Feet; Thence, North 45°54'03" West, a distance of 8.13 Feet; Thence, North 68°05'12" West, a distance of 6.19 Feet; Thence, South 83°18'34" West, a distance of 11.56 Feet; Thence, South 78°06'08" West, a distance of 18.34 Feet; Thence, South 82°58'52" West, a distance of 17.75 Feet; Thence, North 84°48'33" West, a distance of 17.03 Feet; Thence, North 48°55'12" West, a distance of 14.00 Feet; Thence, North 31°20'09" West, a distance of 7.32 Feet; Thence, North 06°44'33" West, a distance of 11.05 Feet; Thence, North 08°07'34" East, a distance of 13.46 Feet; Thence, North 18°30'52" East, a distance of 14.98 Feet; Thence, North 14°44'29" East, a distance of 15.63 Feet; Thence, North 11°13'50" East, a distance of 14.65 Feet; Thence, North 26°36'45" East, a distance of 5.95 Feet; Thence, North 10°18'35" West, a distance of 26.75 Feet; Thence, North 28°42'21" West, a distance of 18.63 Feet; Thence, North 09°18'19" West, a distance of 18.36 Feet; Thence, North 18°42'58" West, a distance of 17.15 Feet; Thence, South 28°36'01" East, a distance of 45.27 Feet; Thence, South 32°22'22" East, a distance of 23.64 Feet; Thence, South 09°40'33" East, a distance of 19.72 Feet; Thence, South 23°47'34" West, a distance of 9.97 Feet; Thence, South 14°02'37" West, a distance of 5.31 Feet; Thence, South 37°56'16" West, a distance of 5.91 Feet; Thence, South 20°15'14" West, a distance of 3.99 Feet; Thence, South 07°20'19" West, a distance of 3.77 Feet; Thence, South 11°31'41" East, a distance of 6.37 Feet; Thence, South 13°11'12" West, a distance of 4.44 Feet; Thence, South 18°30'52" West, a distance of 14.11 Feet; Thence, South 08°07'34" West, a distance of 10.14 Feet; Thence, South 06°44'33" East, a distance of 5.82 Feet; Thence, South 31°20'09" East, a distance of 1.72 Feet; Thence, South 48°58'23" East, a distance of 1.49 Feet; Thence, South 37°23'58" East, a distance of 4.09 Feet; Thence, South 84°18'55" East, a distance of 1.01 Feet; Thence, South 63°07'02" East, a distance of 6.43 Feet; Thence, South 81°12'05" East, a distance of 5.43 Feet; Thence, North 77°11'08" East, a distance of 3.53 Feet; Thence, North 57°44'05" East, a distance of 4.78 Feet; Thence, North 81°27'31" East, a distance of 7.95 Feet; Thence, North 78°06'08" East, a distance of 18.38

Feet; Thence, North 83°18'34" East, a distance of 16.07 Feet; Thence, South 68°05'12" East, a distance of 12.96 Feet; Thence, South 45°54'03" East, a distance of 14.32 Feet; Thence, South 20°40'00" East, a distance of 18.78 Feet; Thence, South 01°19'29" West, a distance of 12.32 Feet; Thence, South 28°43'10" West, a distance of 18.79 Feet; Thence, South 33°00'06" West, a distance of 10.41 Feet; Thence, South 48°32'18" West, a distance of 9.28 Feet; Thence, South 54°42'43" West, a distance of 10.01 Feet; Thence, South 49°21'03" West, a distance of 15.64 Feet; Thence, South 46°46'02" West, a distance of 2.51 Feet; Thence, South 37°31'24" West, a distance of 15.43 Feet; Thence, North 89°04'33" East, a distance of 3.41 Feet; Thence, South 79°37'43" East, a distance of 2.51 Feet; Thence, South 00°03'05" East, a distance of 35.43 Feet to the POINT OF BEGINNING.

Containing 18,905 square Feet.

TRACT "B"

Commencing at the Above referenced Point "A"; Thence, along the North line Of Said Block 13, North 88°19'41" West, a distance of 276.29 Feet, To the Point Of Beginning, Said Point Herein After Also Known As Point "B"; Thence, along the North line Of Said Block 13, North 88°19'41" West, a distance of 19.24 Feet; Thence, North 21°14'04" West, a distance of 25.65 Feet; Thence, North 17°57'32" West, a distance of 23.65 Feet; Thence, North 30°51'14" West, a distance of 10.61 Feet; Thence, North 07°14'20" West, a distance of 40.38 Feet; Thence, North 28°48'21" West, a distance of 2.24 Feet; Thence, North 11°13'20" East, a distance of 92.85 Feet; Thence, North 40°19'45" East, a distance of 21.69 Feet; Thence, North 30°49'30" East, a distance of 87.39 Feet; Thence, North 16°21'29" East, a distance of 21.23 Feet; Thence, North 33°39'08" East, a distance of 35.65 Feet; Thence, North 11°02'37" West, a distance of 8.36 Feet; Thence, North 02°04'24" East, a distance of 25.58 Feet; Thence, South 86°41'13" East, a distance of 15.29 Feet; Thence, North 05°26'32" East, a distance of 2.74 Feet, to a point on the South Right-of-Way line of the Oregon Electric Railroad (Abandoned), 60.00 Feet in width; Thence, Easterly along said South Right-of-Way line, a distance of 59.00 Feet along the arc of a non-tangent circular curve to the left of which the radius point lies, North 04°29'19" East, a radius of 2,894.93 Feet, and having a central angle of 01°10'04", (long chord bears, South 86°05'43" East, a distance of 59.00 Feet) to a point of non-tangency, Also being point on the Southwesterly Line Of That Tract Of Land conveyed by deed to The Tualatin Hills Park And Recreation District, Recorded in Document No. 96-075563, Washington County Deed Records; Thence, along the Southwesterly line Of Said The Tualatin Hills Park And Recreation District Tract, South 47°37'09" East, a distance of 38.56 Feet; Thence, continuing along the Southwesterly line Of Said The Tualatin Hills Park And Recreation District tract, Southeasterly, a distance of 17.92 Feet along the arc of a circular curve to the left having a radius of 75.00 Feet through a central angle of 13°41'33", (long chord bears, South 54°27'56" East, a distance of 17.88 Feet), to a point of tangency; Thence, continuing along the Southwesterly line Of Said The Tualatin Hills Park And Recreation District Tract, South 61°18'42" East, a distance of 9.00 Feet; Thence, South 19°04'29" West, a distance of 11.32 Feet; Thence, South 33°39'19" West, a distance of 34.72 Feet; Thence, South 41°10'47" West, a distance of 16.04 Feet; Thence, South 45°26'50" West, a distance of 4.70 Feet; Thence, North 44°29'33" West, a distance of 5.26 Feet; Thence, North 19°57'33" East, a distance of 2.35 Feet; Thence, North 19°18'28" West, a distance of 1.89 Feet; Thence, North 53°08'56" West, a distance of 24.50 Feet; Thence, North 78°42'03" West, a distance of 2.14 Feet; Thence, South 78°19'18" West, a distance of 2.07 Feet; Thence, South 52°19'59" West, a distance of 1.94 Feet; Thence, South 23°46'13" West, a distance of 1.91 Feet; Thence, South 89°17'25" West, a distance of 3.04 Feet; Thence, North 00°01'13" East, a distance of 15.84 Feet; Thence, South 89°39'55" West, a distance of 27.28 Feet; Thence, South 02°29'06" West, a distance of 2.26 Feet; Thence, North 89°26'30" West, a distance of 8.07 Feet; Thence, South 00°34'24" West, a distance of 3.93 Feet; Thence, South 89°37'27" West, a distance of 2.29 Feet; Thence, North 00°06'27" East, a distance of 8.96 Feet; Thence, North 39°36'47" East, a distance of 4.04 Feet; Thence, North 24°23'16" East, a distance of 23.01 Feet; Thence, North 65°36'44" West, a distance of 16.00 Feet; Thence, South 24°23'16" West, a distance of 17.00 Feet; Thence, South 12°11'01" West, a distance of 29.96 Feet; Thence, South 16°35'47" West, a distance of 33.11 Feet; Thence, South 01°10'24" East, a distance of 9.18 Feet; Thence, South 35°30'42" East, a distance of 8.44 Feet; Thence, South 69°17'44" East, a distance of 8.90 Feet; Thence, South 74°45'44" East, a distance of 0.52 Feet; Thence, South 01°17'31" West, a distance of 2.95 Feet; Thence, South 31°07'11" West, a distance of 21.06 Feet; Thence, South 89°26'02" West, a distance of 3.46 Feet; Thence, South 01°12'00" East, a distance of 5.92

Feet; Thence, South 31°13'33" West, a distance of 40.54 Feet; Thence, South 38°34'25" West, a distance of 13.94 Feet; Thence, South 07°25'29" West, a distance of 21.79 Feet; Thence, South 84°54'11" West, a distance of 24.55 Feet; Thence, South 18°27'11" West, a distance of 35.87 Feet; Thence, South 75°23'38" East, a distance of 10.38 Feet; Thence, South 89°01'48" East, a distance of 12.89 Feet; Thence, South 01°44'15" East, a distance of 11.44 Feet; Thence, North 89°42'13" East, a distance of 121.20 Feet; Thence, North 00°34'26" West, a distance of 1.19 Feet; Thence, North 89°32'23" East, a distance of 21.03 Feet; Thence, North 01°10'16" West, a distance of 10.54 Feet; Thence, South 66°34'12" East, a distance of 20.86 Feet; Thence, South 75°15'13" East, a distance of 14.28 Feet; Thence, South 71°42'46" East, a distance of 6.71 Feet; Thence, North 44°23'43" East, a distance of 10.49 Feet; Thence, North 48°20'50" West, a distance of 2.74 Feet; Thence, North 22°19'52" West, a distance of 21.63 Feet; Thence, North 04°19'35" East, a distance of 23.17 Feet; Thence, North 12°40'37" East, a distance of 40.50 Feet; Thence, North 04°07'54" East, a distance of 8.85 Feet; Thence, North 05°01'44" West, a distance of 9.31 Feet; Thence, North 17°55'09" West, a distance of 17.29 Feet; Thence, North 19°05'33" West, a distance of 33.22 Feet; Thence, North 17°19'11" West, a distance of 10.85 Feet; Thence, North 04°58'28" West, a distance of 7.33 Feet; Thence, North 35°40'39" East, a distance of 16.55 Feet; Thence, North 49°44'59" East, a distance of 4.02 Feet; Thence, North 70°37'17" East, a distance of 5.94 Feet; Thence, South 88°19'58" East, a distance of 7.39 Feet; Thence, South 63°44'28" West, a distance of 10.56 Feet; Thence, South 10°57'52" West, a distance of 8.44 Feet; Thence, South 04°58'28" East, a distance of 9.26 Feet; Thence, South 18°42'51" East, a distance of 42.13 Feet; Thence, South 15°31'15" East, a distance of 26.01 Feet; Thence, South 03°34'49" West, a distance of 13.88 Feet; Thence, South 11°35'29" West, a distance of 41.41 Feet; Thence, South 05°21'52" West, a distance of 20.29 Feet; Thence, South 24°53'48" East, a distance of 15.33 Feet; Thence, South 50°17'01" East, a distance of 11.28 Feet; Thence, South 60°38'25" East, a distance of 8.11 Feet; Thence, South 66°35'36" East, a distance of 15.33 Feet; Thence, North 85°31'38" East, a distance of 14.52 Feet; Thence, North 79°58'17" East, a distance of 18.49 Feet; Thence, North 86°25'38" East, a distance of 18.99 Feet; Thence, North 83°02'24" East, a distance of 8.83 Feet; Thence, South 15°39'21" East, a distance of 7.04 Feet; Thence, South 34°03'28" West, a distance of 12.43 Feet; Thence, South 51°22'44" West, a distance of 14.87 Feet; Thence, South 48°30'27" West, a distance of 16.29 Feet; Thence, South 62°55'26" West, a distance of 20.64 Feet; Thence, South 88°16'13" West, a distance of 14.07 Feet; Thence, North 79°33'26" West, a distance of 8.62 Feet; Thence, North 73°29'56" West, a distance of 12.02 Feet; Thence, North 69°19'30" West, a distance of 7.65 Feet; Thence, North 41°02'22" West, a distance of 14.53 Feet; Thence, North 63°17'42" West, a distance of 12.37 Feet; Thence, North 71°42'46" West, a distance of 11.13 Feet; Thence, North 75°15'13" West, a distance of 14.96 Feet; Thence, North 69°27'51" West, a distance of 4.23 Feet; Thence, North 65°23'59" West, a distance of 10.45 Feet; Thence, North 81°02'13" West, a distance of 5.71 Feet; Thence, North 88°05'34" West, a distance of 16.73 Feet; Thence, South 74°55'40" West, a distance of 28.03 Feet; Thence, South 63°25'28" West, a distance of 7.90 Feet; Thence, South 56°36'30" West, a distance of 13.26 Feet; Thence, South 76°32'23" West, a distance of 25.30 Feet; Thence, South 43°24'08" West, a distance of 33.59 Feet; Thence, South 15°06'53" West, a distance of 11.28 Feet; Thence, South 49°05'41" West, a distance of 12.14 Feet; Thence, South 21°18'53" West, a distance of 5.19 Feet; Thence, South 32°26'14" West, a distance of 6.02 Feet; Thence, South 46°46'54" West, a distance of 11.30 Feet; Thence, South 28°28'29" West, a distance of 8.34 Feet to the POINT OF BEGINNING.

Containing 31,068 square Feet.

TRACT "C"

Commencing at the above referenced Point "B"; Thence, along the North line Of Said Block 13, North 88°19'41" West, a distance of 30.23 Feet, Thence, North 01°55'17" East, a distance of 93.72 Feet; Thence, North 88°28'54" West, a distance of 35.37 Feet, to a point on the Easterly line of Block 9 of the duly recorded Plat of Bohmann Park No. 2, Washington County Plat Records; Thence, along said Easterly Line, North 01°55'21" East, a distance of 19.92 Feet, To The Point Of Beginning; Thence, continuing along said Easterly Line, North 01°55'21" East, a distance of 207.67 Feet; Thence, North 36°50'21" East, a distance of 41.53 Feet; Thence, North 34°13'57" East, a distance of 15.50 Feet; Thence, North 22°40'23" East, a distance of 6.25 Feet, to a point on the South Right-of-Way line of the Oregon Electric Railroad (Abandoned), 60.00 Feet in width; Thence, along said South Right-Of-Way Line,

Easterly, a distance of 52.87 Feet along the arc of a non-tangent circular curve to the left of which the radius point lies, North $06^{\circ}15'16''$ East, a radius of 2,894.93 Feet, and having a central angle of $01^{\circ}02'47''$, (long chord bears, South $84^{\circ}16'08''$ East, a distance of 52.86 Feet) to a point of non-tangency; Thence, South $09^{\circ}14'46''$ West, a distance of 7.42 Feet; Thence, South $15^{\circ}12'11''$ West, a distance of 23.52 Feet; Thence, South $38^{\circ}08'05''$ West, a distance of 36.92 Feet; Thence, South $30^{\circ}37'18''$ West, a distance of 41.71 Feet; Thence, South $61^{\circ}35'01''$ East, a distance of 5.37 Feet; Thence, South $22^{\circ}24'10''$ West, a distance of 31.01 Feet; Thence, North $85^{\circ}30'51''$ West, a distance of 4.25 Feet; Thence, South $22^{\circ}20'05''$ West, a distance of 17.38 Feet; Thence, South $19^{\circ}47'57''$ West, a distance of 16.56 Feet; Thence, South $26^{\circ}25'32''$ West, a distance of 17.46 Feet; Thence, South $27^{\circ}36'19''$ West, a distance of 3.65 Feet; Thence, South $18^{\circ}21'31''$ East, a distance of 3.37 Feet; Thence, South $17^{\circ}16'52''$ West, a distance of 22.09 Feet; Thence, South $17^{\circ}16'03''$ East, a distance of 12.84 Feet; Thence, South $08^{\circ}43'26''$ West, a distance of 13.69 Feet; Thence, South $34^{\circ}44'51''$ West, a distance of 6.69 Feet; Thence, South $09^{\circ}14'38''$ West, a distance of 22.44 Feet to the POINT OF BEGINNING.

Containing 8,241 square Feet.

TRACT "D"

Commencing at the Common One-Quarter Corner Between said Sections 23 and 24; Thence, Along The North Line of Said Block 13, South $87^{\circ}45'30''$ East, a distance of 158.61 Feet, to the Northwest corner of Lot 11 of Block 16 of said duly recorded Plat of Bohmann Park No. 5, Washington County Plat Records; Thence, along the West line of That Tract Of Land conveyed by deed to The Tualatin Hills Park And Recreation District, Recorded in Document No. 96-075563, Washington County Deed Records, North $02^{\circ}20'02''$ East, a distance of 198.01 Feet; Thence, along the South line of said Tract, South $89^{\circ}14'53''$ West, a distance of 126.75 Feet, to the Point Of Beginning; Thence, South $32^{\circ}14'52''$ West, a distance of 45.14 Feet; Thence, South $60^{\circ}41'16''$ West, a distance of 28.14 Feet; Thence, South $68^{\circ}59'12''$ West, a distance of 27.42 Feet; Thence, South $65^{\circ}54'29''$ West, a distance of 23.97 Feet; Thence, South $55^{\circ}06'13''$ West, a distance of 17.75 Feet; Thence, South $49^{\circ}24'18''$ West, a distance of 3.54 Feet; Thence, westerly, a distance of 4.36 Feet along the arc of a non-tangent circular curve to the right of which the radius point lies, North $21^{\circ}31'27''$ West, a radius of 10.63 Feet, and having a central angle of $23^{\circ}30'54''$, (long chord bears, South $80^{\circ}14'00''$ West, a distance of 4.33 Feet) to a point of non-tangency; Thence, South $89^{\circ}00'22''$ West, a distance of 8.15 Feet; Thence, North $82^{\circ}18'59''$ West, a distance of 22.88 Feet; Thence, South $79^{\circ}38'06''$ West, a distance of 9.41 Feet; Thence, westerly, a distance of 3.65 Feet along the arc of a non-tangent circular curve to the right of which the radius point lies, North $06^{\circ}58'44''$ West, a radius of 67.42 Feet, and having a central angle of $03^{\circ}06'06''$, (long chord bears, South $84^{\circ}34'19''$ West, a distance of 3.65 Feet) to a point of tangency; Thence, North $69^{\circ}37'11''$ West, a distance of 16.96 Feet; Thence, North $61^{\circ}23'17''$ West, a distance of 16.86 Feet; Thence, North $53^{\circ}57'14''$ West, a distance of 18.18 Feet; Thence, North $48^{\circ}57'06''$ West, a distance of 12.83 Feet; Thence, North $40^{\circ}38'00''$ West, a distance of 17.41 Feet; Thence, North $31^{\circ}09'22''$ West, a distance of 13.15 Feet; Thence, North $28^{\circ}47'33''$ West, a distance of 22.30 Feet; Thence, North $24^{\circ}03'10''$ West, a distance of 22.12 Feet; Thence, South $63^{\circ}27'38''$ West, a distance of 1.57 Feet; Thence, North $24^{\circ}42'29''$ West, a distance of 2.20 Feet; Thence, North $24^{\circ}18'52''$ West, a distance of 14.87 Feet; Thence, North $26^{\circ}24'42''$ West, a distance of 7.70 Feet, to point on the Southwesterly line of the Said Tualatin Hills Park And Recreation District Tract; Thence, along said Southwesterly Line, South $61^{\circ}18'42''$ East, a distance of 13.63 Feet; Thence, along said Southwesterly Line, southeasterly, a distance of 10.82 Feet along the arc of a circular curve to the left having a radius of 140.00 Feet through a central angle of $04^{\circ}25'35''$, (long chord bears, South $63^{\circ}31'30''$ East, a distance of 10.81 Feet), to a point of non-tangency; Thence, South $34^{\circ}00'16''$ West, a distance of 5.55 Feet; Thence, South $13^{\circ}25'56''$ West, a distance of 7.10 Feet; Thence, South $12^{\circ}14'01''$ East, a distance of 14.24 Feet; Thence, South $27^{\circ}59'42''$ East, a distance of 18.09 Feet; Thence, South $36^{\circ}26'07''$ East, a distance of 15.69 Feet; Thence, South $66^{\circ}43'08''$ East, a distance of 15.21 Feet; Thence, South $61^{\circ}36'48''$ East, a distance of 16.22 Feet; Thence, South $37^{\circ}36'12''$ East, a distance of 22.98 Feet; Thence, North $83^{\circ}16'46''$ East, a distance of 25.16 Feet; Thence, North $49^{\circ}24'18''$ East, a distance of 26.23 Feet; Thence, North $55^{\circ}06'13''$ East, a distance of 24.97 Feet; Thence, North $65^{\circ}54'29''$ East, a distance of 30.04 Feet; Thence, North $68^{\circ}59'12''$ East, a distance of 25.13 Feet; Thence, North $60^{\circ}41'16''$ East, a distance of 11.94 Feet; Thence, North $31^{\circ}59'09''$ East, a distance of 16.46 Feet, to point on the Southerly line of the Said Tualatin Hills Park And Recreation District Tract; Thence, along said Line, North

186137

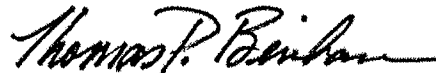
186137

89°14'41" East, a distance of 18.05 Feet; Thence, along said Line, South 01°59'11" West, a distance of 13.91 Feet; Thence, along said Line, North 89°14'53" East, a distance of 33.11 Feet to the POINT OF BEGINNING.

Containing 8,913 square Feet.

Project No. 59051
May 21, 2013

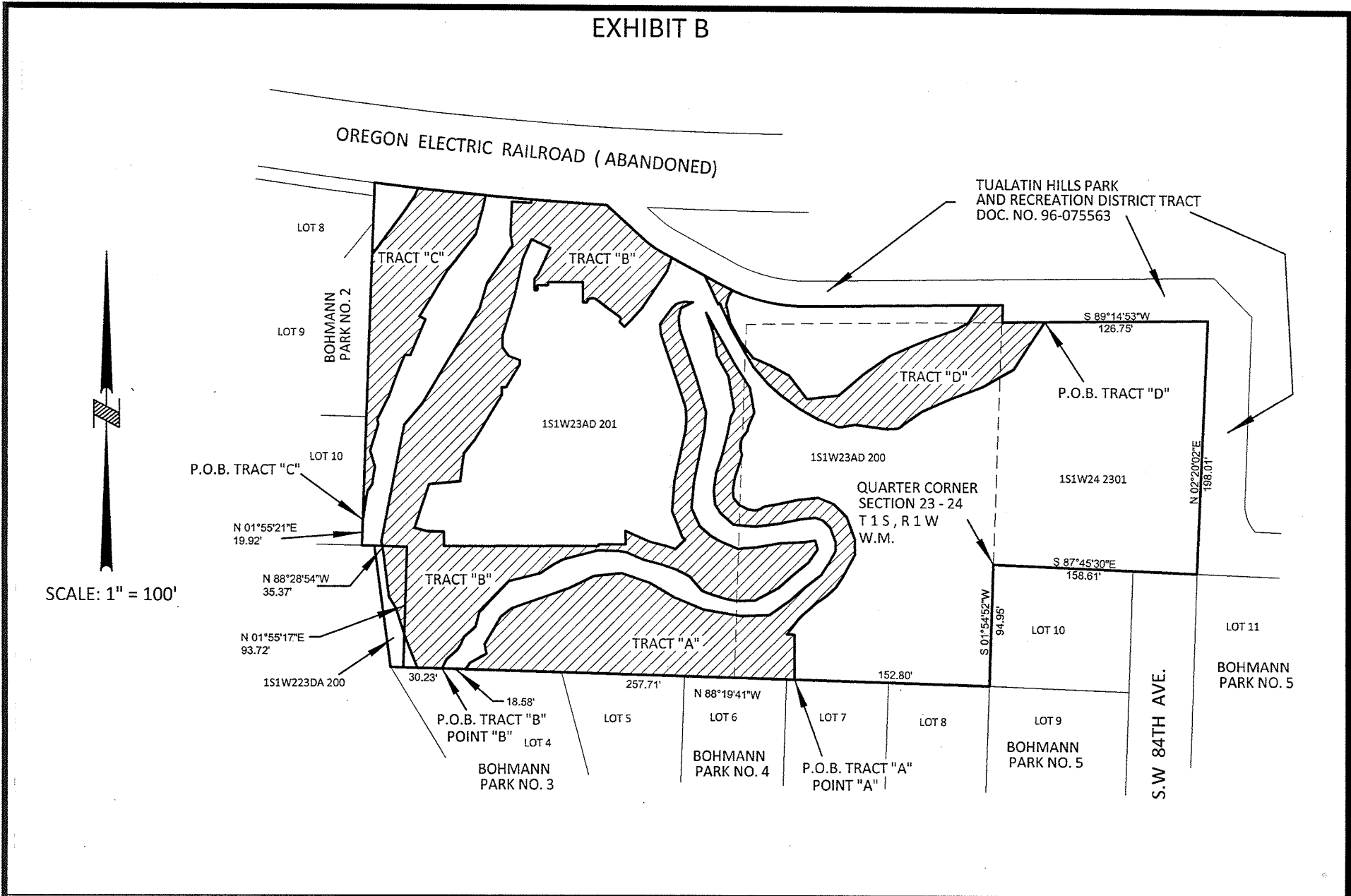
REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 17, 1994
THOMAS P. BEINHAUER
2654

EXPIRES 12-31-2013

EXHIBIT B



ENGINEERING & TECHNICAL
 SERVICES
 SURVEY SECTION
 1120 SW 5TH AVE., SUITE 800
 PORTLAND, OREGON 97204
 PHONE 503-823-7150

R/W #7161-04
 S.W. 86TH AVENUE PUMP STATION & APPURTENANCES PROJECT
 WATER QUALITY PRESERVATION
 AND
 STORM AND SURFACE WATER DRAINAGE EASEMENT
 1S1W23 - 1S1W24



Exhibit 2**Grantor's Name and Address:**

City of Portland, Bureau of Environmental Services
1120 SW 5th Avenue, Room 1000
Portland, OR 97204

Grantee's Name and Address

Tualatin Hills Park & Recreation District
15707 SW Walker Road
Beaverton, OR 97006

After Recording, Return To:

Tualatin Hills Park & Recreation District
15707 SW Walker Road
Beaverton, OR 97006

Tax Statements

No Change Requested

TRAIL EASEMENT AGREEMENT

This Trail Easement Agreement ("Agreement") is made and effective this _____ day of _____, 2013, by and between the City of Portland, a municipal corporation of the State of Oregon ("Grantor"), and the TUALATIN HILLS PARK & RECREATION DISTRICT, an Oregon municipal corporation, ("Grantee").

RECITALS

A. Grantor is the owner of the real property located in Washington County, Oregon ("Property"), identified by the Washington County Assessor as Tax Lot No. 1S1240002301 and more fully described as:

A tract of land located in the East one-half of Section 23, Township 1 South, Range 1 West of the Willamette Meridian, and the Northwest one-quarter of Section 24, Township 1 South, Range 1 West of the Willamette Meridian in the County of Washington and State of Oregon, and also being a portion of Block "A" plat of REAWORTH GARDENS, filed May 24, 1915, in Plat Book 7, Page 15, Plat Records, Washington County, Oregon, more particularly described as follows:

Beginning at the West quarter corner of Section 24 a found 3/4-inch iron pipe and also being the Northwest corner of the plat of BOHMANN PARK NO. 5, as recorded in Book 26, Page 2, Plat Records of said county and running North 89° 28' 32" East, on the North line of said BOHMANN PARK NO. 5, a distance of 158.75 feet to the Northwest corner of Lot 11, Block 16 of said plat; thence North 00° 31' 28" West, a distance of 198.17 feet; thence South 86° 29' 57" West, a distance of 361.45 feet; thence South 01° 07' 08" East, a distance of 276.13 feet to the North line of Block 13, BOHMANN PARK NO. 4, as recorded in Book 24, Page 23, Plat Records of said county; thence North 88° 52' 52" East, on the North line of said Block 13 a distance of 199.97 feet, to the West line of Block 13, BOHMANN PARK NO. 5; thence North 00° 53' 45" West, on the said West line of Block 13, a distance of 94.64 feet to the point of beginning.

TOGETHER WITH an easement for ingress and egress as provided by Instrument recorded August 8, 1996, in Recorder's Fee No. 96-075564 Washington County Deed Records.

B. Grantor and Grantee desire to establish their respective rights to locate and access the Easement Area, described in more detail below, and establish other rights and obligations as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by the parties as follows:

A. Grantor hereby grants and conveys to Grantee, a non-exclusive trail easement ("the Easement"), being specifically described in *Exhibit A*, and depicted in *Exhibit B* ("the Easement Area") attached hereto, and incorporated by reference herein.

B. The Easement is granted for constructing, installing, reconstructing, repairing, operating and maintaining a recreational trail ("the Trail") between the Fanno Creek Trail and SW 84th Avenue that will be open to the public for non-motorized travel. Grantee, its agents, contractors and the public shall have the right to enter upon the Easement for such purposes. Neither Grantee nor its agents or contractors will cause any unnecessary damage or commit any waste upon the Easement.

C. The Easement is subject to the following terms and conditions:

1. Grantee shall be responsible for any costs incurred to construct, install, reconstruct, repair, operate and maintain the Trail and all impacted surrounding areas. Grantee shall maintain the Trail in a manner not less than the manner in which Grantee maintains other recreational trails operated by Grantee, and in all events, Grantee shall endeavor to ensure that the Trail is kept free of excessive garbage, litter, refuse or other items which detract from the value of Grantor's property. If Grantee fails to maintain the Trail in the above described manner, or to remedy such failure within 7 days' notice from Grantor, then Grantor may enter upon the Easement Area and remedy such failure, for which Grantee shall fully reimburse Grantor promptly following Grantor's demand for such payment.

2. The Easement gives Grantee non-exclusive rights to the real property described herein, subject to existing exceptions of record at time of recording.

3. To the fullest extent allowed under the Oregon Constitution and the Oregon Tort Claims Act, Grantee releases Grantor and all officials and employees of Grantor from, and covenants and agrees that neither Grantor nor any official or employee of Grantor shall be liable for, and Grantee agrees to indemnify and hold Grantor and all officials and employees of Grantor harmless against, any and all claims, actions, proceedings, damages, liabilities, costs and expenses incurred, including, without limitation, all attorney's fees and expenses arising in connection with each such claim, action or proceeding from or in connection with: the negligent conduct, operation, maintenance or management of or on the Easement Area or of any business therein, by

the Grantee, or any of its licensees, partners, directors, officers, agents, employees, invitees or contractors.

4. In case any action arising out of the construction, maintenance or operation of the Trail is brought against Grantor or any official or employee of Grantor in respect of which indemnity may be sought against Grantee, Grantor or such official or employee shall promptly notify Grantee in writing and Grantee shall assume the defense thereof, including the employment of counsel and the payment of all expenses incident to such defense.

5. Neither party nor its officers, directors, employees, agents or invitees shall be liable to the other party or to any insurance company, by way of subrogation or otherwise, insuring the other party, for costs of defense to the extent such defense costs are covered under a policy of insurance, even though such costs of defense might have been occasioned by the negligence of such party, its agents or employees.

6. Grantor shall not interfere with, endanger or adversely impact any facilities constructed, installed, or located within the Easement Area, or, subject to the provisions of Paragraph 1, affect the construction, repair, operation or maintenance of the Easement Area.

7. The Easement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

8. The Easement runs with the land and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto. In the event of a sale of Grantor's premises by Grantor, Grantor's successor shall be bound to the terms of the Easement and Grantor shall have no further liability or obligation as set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this instrument
day of _____, 2013

CITY OF PORTLAND, GRANTOR

By: _____
Bureau of Environmental Services Director
or his designee

STATE OF OREGON)
)ss
County of Multnomah))

On this _____ day of _____, 2013, personally appeared
_____, who being duly sworn, did say that he is the
Director, Bureau of Environmental Services, or his designee, of the City of Portland, a
municipal corporation, and that said instrument was signed in behalf of said corporation
by authority of its City Council and acknowledged said instrument to be its voluntary act
and deed.

Before me _____
Notary Public for Oregon
My Commission expires _____

APPROVED AS TO FORM
James McVan Dyke
CITY ATTORNEY

TR1081

186137

GRANTEE

By: _____

State of Oregon)
) ss.
County of Washington)

I, _____, the _____ of the Tualatin Hills Park & Recreation District, do hereby accept on behalf of the Tualatin Hills Park & Recreation District, the above instrument pursuant to the terms thereof this _____ day of _____, 2013.

My commission expires: _____

State of Oregon)
) ss.
County of Washington)

On this _____ day of _____, 2013, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and on oath stated that she was authorized to execute said instrument.

My commission expires: _____

R/W #7161-3
SW 86th AVENUE PUMP STATION & APPURTENANCES PROJECT
1S1W2400 2301

TRAIL EASEMENT

EXHIBIT A

A portion of that certain tract of land conveyed to the City of Portland by Document Number 2011-042156, situated in the Northwest one-quarter of Section 24, Township 1 South, Range 1 West of the Willamette Meridian in the County of Washington and State of Oregon, more particularly described as follows:

BEGINNING at the easterly southeast corner of the above referenced tract, said point also being the northwest corner of Lot 11, Block 16, of the duly recorded plat of Bohmann Park No. 5, and marked by a 5/8" iron rod with a yellow plastic cap inscribed "Hertel PLS 1896" on SN 28062:

Thence North 87°46'03" West along the north line of said Bohmann Park No.5, a distance of 28.00 feet to a point:

Thence North 47°17'00" East a distance of 39.63 feet to a point in the easterly line of said tract described in Document Number 2011-042156;

Thence South 02°20'02" West along said east line a distance of 28.00 feet to The POINT OF BEGINNING.

Containing 392 square feet.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Mark A. Hawkins

OREGON
JULY 25, 1991
MARK A. HAWKINS
2503

EXPIRES 06/30/13

Project 59051
May 21, 2013

EXHIBIT B



SCALE : 1" = 40'

TRAIL EASEMENT
392 SQUARE FEET

DOCUMENT NO.
2011-042156

S.02°20'02"W. N.02°20'02"E. 198.04' MEAS
198.17' DEED

133.32'

N.87°46'44"W.

TUALATIN HILLS PARK
& RECREATION DISTRICT TRAIL

N.87°46'03"W.
158.61' MEAS

N.47°17'00"E.
39.63'

108.70' MEAS
108.62' PLAT
FD 5/8" IR
NO CAP (HELD)
PLAT

28.00'

LOT 10
BLOCK 13
BOHMANN
PARK NO. 5

93.34'

S.W. 84TH AVE.

109.40'

100.01' PLAT
POB
FD 5/8" IR
S 0.60 E 0.35
PLAT
FD 5/8" IR W/YPC
"HERTEL PLS 1896"
SN 28062 (HELD)

50.00'

73.30'

S.01°22'40"W.

LOT 11
BLOCK 16

71.81'

S.01°22'40"W.

N.88°37'50"W.

ENGINEERING & TECHNICAL
SERVICES
SURVEY SECTION
1120 S.W. 5TH AVE., SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

R/W #7161 -3
SW 86TH AVE. PUMP STATION &
APPURTENANCES PROJECT
1S1W2400 2301
S. W. 84TH AVE.

