

Exhibit A**Recording requested by and
when recorded mail to:**

Union Pacific Railroad Company
Attn: Assistant Vice President-Real Estate
1400 Douglas Street, MS 1690
Omaha, NE 68179

**Until a change is requested, all tax
statements shall be sent to the following address:**

Union Pacific Railroad Company
Attn: Assistant Vice President-Tax
1400 Douglas Street, MS 1640
Omaha, NE 68179

Space Above for County Recorder's Use
Folder No. 2564-66

EASEMENT FOR RAILROAD PURPOSES

The **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, ("Grantor"), grants and conveys to **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantee"), its successors and assigns, a perpetual easement in, to, over, along, upon, under, and across the property in the City of Portland, Multnomah County, State of Oregon, described in the attached **Exhibit A** (the "Easement Area") and depicted on the attached **Exhibit B**. This easement is for the construction, maintenance, operation, repair, renewal, reconstruction and use of railroad trackage, trackage appurtenances, including fencing and Grantee's communication equipment (collectively, "the Railroad Improvements"). This easement also allows Grantee to remove any railroad trackage and appurtenances from the Easement Area, subject to the conditions herein.

This conveyance is made subject to the following terms and conditions:

1. Grantee's use of the surface of the fenced rail corridor within the Easement Area is exclusive, subject to easements of record, except to the extent Grantee in its sole discretion allows Grantor or third parties access to that area. Grantor may continue to use the surface of the Easement Area outside the fences for any purpose that does not unreasonably interfere with Grantee's rights hereunder. Grantor may continue to use the subsurface of the Easement Area for existing utility, water and sewer lines. Grantor will not install or allow others to install any other permanent or temporary installations (whether below or above the surface) in the Easement Area that may, in the determination of Grantee exercising its sole and exclusive discretion, interfere with the rights of Grantee provided herein. Grantee may condition its consent to new installations upon the party's compliance with applicable engineering standards of Grantee and, in the case of third party surface or subsurface installations, execution of Grantee's standard

form of license agreement. Grantee's consent to subsurface installations that meet Grantee's engineering standards will not be unreasonably withheld.

2. The rights granted to Grantee are subject to the overhead highway easement rights held by the State of Oregon as set forth in that certain Bargain and Sale Deed dated January 31, 1960, recorded in Book 1994, page 385 on February 5, 1960. Grantor and Grantee acknowledge that by agreement dated March 14, 2014, the State of Oregon, acting by and through its Department of Transportation, has consented to the construction, maintenance and operation of the railroad tracks and appurtenances authorized herein, subject to the terms set forth in that agreement.

3. All improvements of every kind or nature constructed, placed upon or installed in the Easement Area at Grantee's expense are and shall remain the property of Grantee, removable at the option of Grantee at any time, except that Grantee may not remove the fencing along the south side of the Easement Area without Grantor's written permission. Grantor may, at its option, require other fences in the Easement Area be left in place or removed only after giving thirty (30) days' prior notice to Grantor.

4. Before constructing the Railroad Improvements, Grantee will, at Grantee's sole expense and to Grantor's written satisfaction, inspect (including with photos and/or videos), evaluate, and document the condition of Grantor's existing meter vaults, pipes and pump station structure (collectively, "the Inspection" or "an Inspection"). Grantee will repeat the Inspection a second time after the installation of the Railroad Improvements is complete and a third time after the Railroad Improvements have been in use for two years.

5. Before performing an Inspection as required by Section 4 above, Grantee will submit for Grantor's written approval a proposal for the Inspection, including timelines. Grantee acknowledges and understands that Grantor's approval of a proposal for an Inspection will depend upon factors such as, but not limited to, Grantor's staff availability and the weather. Before performing an approved Inspection, Grantee will provide reasonable notice to Grantor and allow Grantor's staff to be present during the Inspection.

6. Grantee will provide to Grantor at no cost to Grantor copies of all reports and other documents created as part of an Inspection.

7. If the Grantor reasonably concludes that an Inspection demonstrates that Grantor's infrastructure, the Easement Area, or adjacent public property was damaged or is threatened with damage by Grantee or by the presence of the Railroad Improvements, Grantor will repair—or require Grantee to repair—the damage and/or remove the threat at Grantee's sole expense to Grantor's written satisfaction.

8. If Grantor modifies Grantor's existing infrastructure in the Easement Area or constructs new improvements in the Easement Area and the presence of the Railroad Improvements necessitates the use of more costly materials or methods than would be available to Grantor in the absence of the Railroad Improvements, Grantee will timely reimburse Grantor for the cost differential.

9. Grantor will notify Grantee in writing a minimum of thirty days before performing major construction within the Easement Area. Grantee acknowledges and understands that such construction may require Grantee to limit the use of the Railroad Improvements during the design, construction, and warranty periods. Grantor and Grantee will coordinate their respective efforts to limit the impact of Grantor's construction on Grantee's operations. Grantee will not charge Grantor for railroad flagging during the construction discussed in this Section 9.

10. Grantee has the right to allow other railroad companies to use the trackage running over the Easement Area.

11. Following the construction, modification, repair, relocation, or removal of any of the Railroad Improvements by Grantee, Grantee will restore the Easement Area at Grantee's sole expense to Grantor's written satisfaction.

12. This easement grant and the covenants herein shall run with the land of the Grantor described in **Exhibit C** ("Grantor's Property") and shall be binding and inure to the benefit of the respective successors and assigns of the parties hereto.

13. The consideration for this conveyance is other property or value given or promised.

14. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantor shall hold harmless, indemnify and defend Grantee and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (not including attorney's fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which occurs, arises out of, or results from acts or omissions or use of the Easement Area by Grantor or its officers, agents, or employees. To the fullest extent permitted by law, 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 (not including attorney's fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which occurs, arises out of, or results from acts or omissions or use of the Easement Area by the Grantee, its officers, agents, employees, or contractors.

15. Except in case of emergency or other causes beyond Grantee's control, Grantee shall not allow trains to be stopped in the Easement Area.

16. Grantor makes no warranty, guarantee, or representation concerning the physical condition of the Easement Area, nor its suitability for any of Grantee's intended purposes. No claim for liability shall be asserted based on any claimed breach of any representations or promises not expressly set forth in this Easement. All oral agreements, if any, are void and expressly waived by Grantee.

17. Grantee shall require any contractor performing work in the Easement Area to maintain commercial general liability insurance with a combined single limit of not less than \$4 million in the aggregate and \$2 million each occurrence, and commercial business automobile

liability insurance covering all owned, non-owned, or hired vehicles with a per-accident limit of not less than \$2 million. All insurance policies required by this paragraph must name Grantor as an additional insured, with terms acceptable to the City Attorney, and Grantee shall provide Grantor certificates of insurance with endorsements to the policies evidencing the same prior to entering into the Easement Area.

18. Grantee shall not suffer or permit any liens in the Easement Area or Grantor's Property as a result of the work or any entry into the Easement Area.

19. In conjunction with Grantee's use of the Easement Area, Grantee shall not intentionally: (i) violate any law; (ii) create any condition that is a safety hazard; or (iii) unreasonably interfere with Grantor's use of its adjacent property.

20. No materials shall be stored, used, manufactured or disposed of within the Easement Area except in compliance with all federal, state, and local law, provided that in no case may there be stored, used, manufactured, or disposed of within the Easement Area any hazardous substances, or any substances or materials which constitute a public health hazard, as defined by rules of the Oregon State Health Division. No condition shall be permitted within the Easement Area that constitutes a health hazard, as defined by rules of the Health Division. As used in this Easement, "Hazardous Substance" means: (i) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; or (ii) any hazardous waste defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; or (iii) any hazardous substances as defined by Oregon Revised Statute 465.200 and/or implementing regulations of the Oregon Department of Environmental Quality; or (iv) any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; or (v) any and all material or substance which is or becomes regulated by any federal, state or local governmental authority; or (vi) any and all material or substance which contains oil, gasoline, diesel fuel or other petroleum hydrocarbons and their by-products.

In the event of any violation of environmental law or a hazardous substance release within the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater) which results from or occurs in connection with the occupancy or use of the Easement Area by Grantee or Grantee's employees, agents, contractors, and invitees ("Grantee's Representatives"), Grantee shall promptly notify Grantor and immediately and diligently pursue all acts necessary or appropriate to (i) cure or correct the violation; (ii) investigate, contain, stop, remediate and remove the hazardous substance release; and (iii) clean up and restore the Easement Area and other affected property or water to the extent required by law and compatible with Grantor's current and intended future uses of the Easement Area and other affected property or water. However, Grantee shall not be responsible for any hazardous substance release to the extent the hazardous substance release was not caused by, contributed to or exacerbated by Grantee or Grantee's representatives.

21. This Easement shall be terminated if: (a) Grantee abandons this Easement by failing to use the Easement Area for the purposes stated herein for a continuous period of five (5) years; or (b) if the parties mutually agree in writing to terminate this Easement. Within one hundred eighty (180) calendar days from the date of written notice from Grantor upon abandonment or mutual termination of this Easement by the parties, Grantee shall, at Grantee's

sole expense, remove all improvements made by Grantee in the Easement Area, restore the Easement Area to Grantor's written satisfaction, and deliver to the Grantor a recordable document or documents sufficient to remove this Easement as an encumbrance on Grantor's Property.

22. This Easement has been thoroughly negotiated between the parties; therefore, in the event of ambiguity, there shall be no presumption that such ambiguity should be construed against the drafter.

23. This Easement shall be governed, construed and enforced in accordance with the laws of the State of Oregon. Jurisdiction shall be with Multnomah County Courts or the Federal Court located in Portland, Oregon.

24. This Easement may not be modified or amended except by a written instrument duly executed by the authorized signatories for the parties hereto.

25. All notices required under this Easement shall be deemed to be properly served if sent by certified mail, return receipt requested, or delivered by hand to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent as follows:

To Grantor at:

CITY OF PORTLAND
Attn: BES Property Manager
1120 SW 5th Avenue, Ste 1000
Portland, Oregon 97204

To Grantee at:

UNION PACIFIC RAILROAD
Attn: AVP-Real Estate
1400 Douglas St., Mailstop 1690
Omaha, NE 68179

The date of service of such notice by mail is agreed to be three (3) calendar days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail or, if delivered by hand, then the actual date of hand delivery.

[Signatures and Notarial Acknowledgments on Next Pages]

IN WITNESS WHEREOF, the parties hereto have caused this deed to be executed as of the day and year first hereinabove written.

GRANTOR:

CITY OF PORTLAND
a municipal corporation of the State of Oregon

By: _____
Name: _____
Bureau of Environmental Services Director or designee

State of OREGON

County of MULTNOMAH

On this _____ day of _____, 20____, 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: _____

APPROVED AS TO FORM FOR
THE CITY OF PORTLAND:

By: _____
City Attorney

Accepted by:

GRANTEE:

UNION PACIFIC RAILROAD COMPANY

By _____
Its: _____

Attest:

By _____
Assistant Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 20____, before me, _____, Notary Public
in and for said County and State, personally appeared _____
and _____ who are the _____ and the
Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation,
and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be
the persons whose names are subscribed to in the within instrument, and acknowledged to me
that they executed the same in their authorized capacities, and that by their signatures on the
instrument the persons, or the entity upon behalf of which the persons acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR UNION PACIFIC RAILROAD COMPANY
EASEMENT AREA TO UNION PACIFIC RAILROAD COMPANY

November 5, 2013

A portion of Lot 1, Block 70, East Portland, according to the Plat thereof, recorded in Book 1 of Plats at Page 54, records of the Multnomah County Auditor, lying in the Northeast quarter of the Southeast quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, Oregon, described as follows:

BEGINNING at the Northeast corner of said Lot 1;

THENCE North 88° 12' 31" West, along the North line of said Lot 1, a distance of 100.00 feet to the Northwest corner of said Block 70;

THENCE South 01° 47' 29" West, along the West line of said Lot 1, a distance of 27.58 feet to a point on the arc of a non-tangent 438.31 foot radius curve to the right;

THENCE along said 438.31 foot radius curve to the right (the long chord of which bears North 76° 32' 42" East, a distance of 103.65 feet) an arc distance of 103.89 feet to a point on the East line of said Lot 1;

THENCE North 01° 47' 29" East, along said East line, a distance of 0.32 feet to the POINT OF BEGINNING.

Containing 1,182 square feet, more or less.

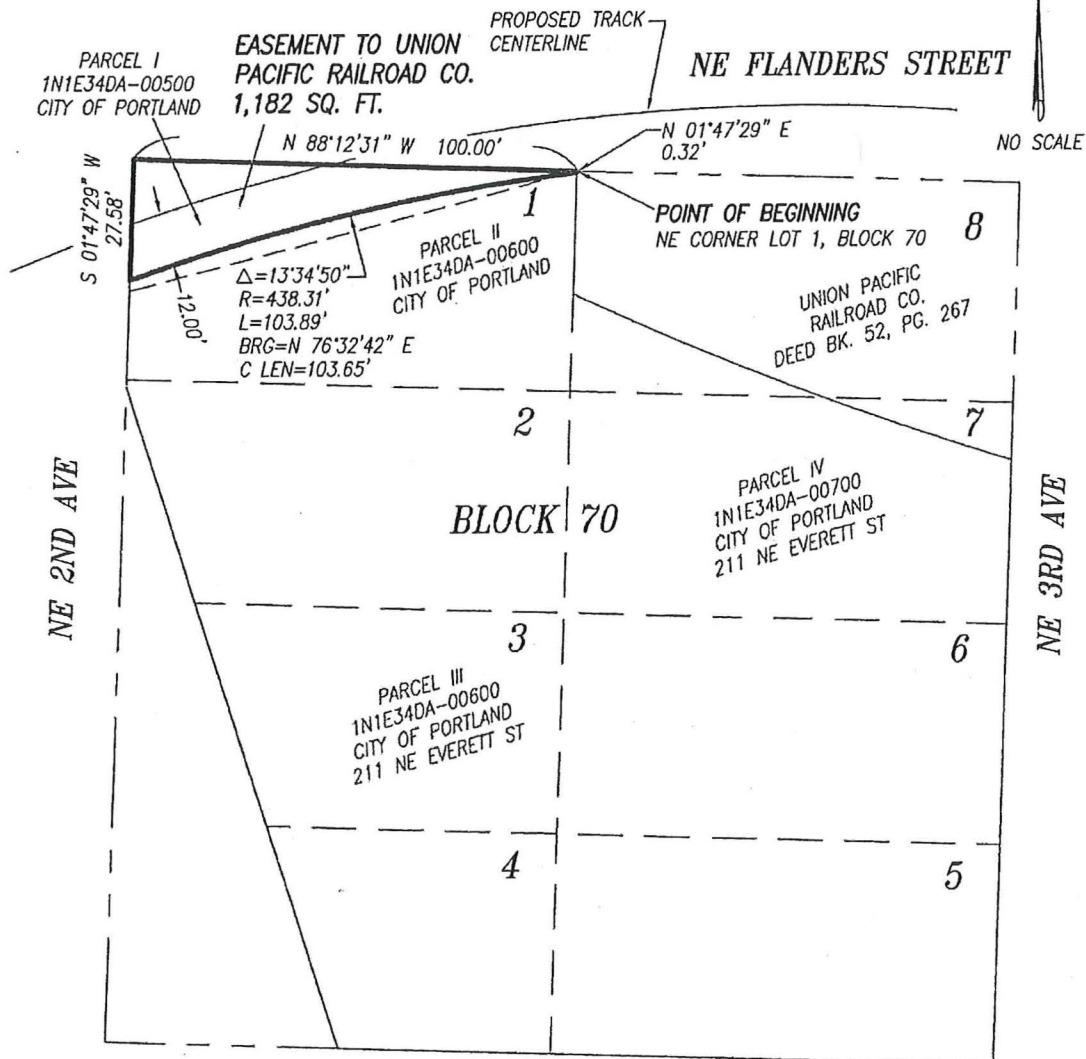


11/05/13

RENEWAL DATE: 12/31/

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR EASEMENT AREA TO UNION PACIFIC RAILROAD COMPANY

A PORTION OF LOT 1, BLOCK 70, EAST PORTLAND (BK. 1, PG. 54),
LYING IN THE NE 1/4 OF THE SE 1/4,
SECTION 34, T. 1 N., R. 1 E., W.M.,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660

1-360-695-1385
1-503-289-9936

J:\DATA\8000\8600\8660\8665\SURVEY\8665.01.03-04.EAST CONNECT\LEGAL SKETCHES\8665.03.0002LS-REV.DWG

EXHIBIT B



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR UNION PACIFIC RAILROAD COMPANY
CITY OF PORTLAND SULLIVAN PUMP STATION PROPERTY

May 14, 2014

PARCEL I:

A portion of Lot 1, Block 70, East Portland, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1, Block 70, East Portland;

THENCE Westerly along the North line of said Block, 100 feet to the Northwest corner of said Lot and Block;

THENCE South along the West line of said Lot and Block, 30 feet;

THENCE Northeasterly to the POINT OF BEGINNING.

PARCEL II:

TRACT A:

Lot 1, Block 70, East Portland, in the City of Portland, County of Multnomah and State of Oregon.

EXCEPTING THEREFROM the following described portion:

A portion of Lot 1, Block 70, East Portland, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1, Block 70, East Portland;

THENCE Westerly along the North line of said Block, 100 feet to the Northwest corner of said Lot and Block;

THENCE South along the West line of said Lot and Block, 30 feet;

THENCE Northeasterly to the POINT OF BEGINNING.



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

TRACT B:

A portion of Lots 2, 3, and 4, Block 70, East Portland, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 2;

THENCE South along the West line of said Lot 2, a distance of 1.82 feet;

THENCE Southeasterly along a straight line which forms an angle of 19° 24' from South to East with the West line of said Lot 2, a distance of 157.1 feet to a point in the South line of said Lot 4;

THENCE East along the South line of said Lot 4, a distance of 47.82 feet to the Southeast corner thereof;

THENCE North along the East line of said Lots 2, 3 and 4, a distance of 150 feet to the Northeast corner of said Lot 2;

THENCE West along the North line of said Lot 2, a distance of 100 feet to the POINT OF BEGINNING.

PARCEL III:

Lots 5, 6, 7 and 8, Block 70, East Portland, in the City of Portland, County of Multnomah and State of Oregon.

EXCEPTING THEREFROM that portion conveyed to Oregon Railway and Navigation Company by deed recorded February 8, 1882 in Book 52, Page 267, being more particularly described as follows:

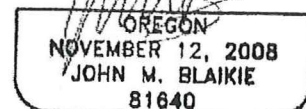
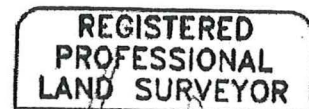
BEGINNING at a point in the North line of said Block, 100 feet West of the Northeast corner thereof;

THENCE East 100 feet to the Northeast corner said Block;

THENCE South, tracing the East line of said Block, 63 feet to a point;

THENCE Westerly on a curve to the right having a radius of 725 feet to a point 28 feet South of the POINT OF BEGINNING, on a line parallel with the East line of said block;

THENCE North 28 feet to the POINT OF BEGINNING.



05/15/14

RENEWAL DATE: 12/31/15

Page 2 of 2

EXHIBIT B

**Recording requested by and
when recorded mail to:**

Union Pacific Railroad Company
Attn: Assistant Vice President-Real Estate
1400 Douglas Street, MS 1690
Omaha, NE 68179

**Until a change is requested, send all tax
statements to the following address:**

Union Pacific Railroad Company
Attn: Assistant Vice President-Tax
1400 Douglas Street, MS 1640
Omaha, NE 68179

Space Above for County Recorder's Use
Folder No. 2683-20

SEWER LINE EASEMENT

The **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, ("Grantor"), grants and conveys to **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantee"), its successors and assigns, a perpetual non-exclusive easement over, under and across the property in the City of Portland, Multnomah County, State of Oregon, described in the attached **Exhibit A** (the "Easement Area") and depicted on the attached **Exhibit B**, for the purpose of constructing, reconstructing, inspecting, accessing, and maintaining an underground storm sewer line, together with the right of ingress and egress to and from the Easement Area for the purpose of exercising the rights granted in this deed, and, if and when Grantee so elects, removing the line from the Easement Area.

This conveyance is made subject to the following terms and conditions:

1. Grantee may construct only such permanent or temporary underground structures within the Easement Area as are required for Grantee's storm sewer line and appurtenances related thereto (hereafter "Grantee Facilities") and their inspection and maintenance. Grantee's agents or employees may enter on the Grantor's property within the Easement Area only for the purpose of constructing, reconstructing, inspecting and maintaining Grantee's Facilities, and appurtenances related thereto.

2. Grantor will allow no permanent or temporary surface or underground structure or facility, including public or private utility line(s) or other improvements, to be constructed or located within the Easement Area without the prior written consent of the Grantee, which consent shall not be unreasonably withheld. All approved construction activities and structures must comply with applicable federal, state, and local laws and regulations.

3. In non-emergency situations, Grantor will allow Grantee access to the Easement Area on ten (10) days' prior notice, or such shorter notice as Grantor may allow. In emergency situations, Grantee will give as much notice as is reasonable under the circumstances. Grantee will repair at Grantee's sole expense and to Grantor's written satisfaction any damage to the surface of the Easement Area caused by Grantee's storm sewer line or the work performed on it by Grantee.

4. Grantor shall not cause nor allow any change of grade in excess of one (1) foot in elevation within the Easement Area without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

5. Grantor shall plant no trees within the Easement Area without the prior written consent of the Grantee.

6. Grantee shall, within a reasonable time after completion of earth-disturbing work within the Easement Area, restore the surface at Grantee's sole expense to Grantor's written satisfaction.

7. In the event the Grantor sells or leases the property within which the Easement Area is located, the sale or lease will be subject to the restrictions and conditions described herein which shall be binding upon the Grantor's successors and assigns.

8. Grantor shall provide Grantee no less than ten business days' notice prior to the commencement of any non-emergency construction work within the Easement Area approved pursuant to provisions of this agreement.

9. The consideration for this conveyance is other property or value given or promised.

10. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantor shall hold harmless, indemnify and defend Grantee and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (not including attorney's fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which occurs, arises out of, or results from acts or omissions or use of the Easement Area by Grantor or its officers, agents, or employees. To the fullest extent permitted by law, 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 (not including attorney's fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which occurs, arises out of, or results from acts or omissions or use of the Easement Area by the Grantee, its officers, agents, employees, or contractors.

11. Grantor makes no warranty, guarantee, or representation concerning the physical condition of the Easement Area, nor its suitability for any of Grantee's intended purposes.

12. Grantee shall require any contractor performing work in the Easement Area to maintain commercial general liability insurance with a combined single limit of not less than \$4

million in the aggregate and \$2 million each occurrence, and commercial business automobile liability insurance covering all owned, non-owned, or hired vehicles with a per-accident limit of not less than \$2 million. All insurance policies required by this paragraph must name Grantor as an additional insured, with terms acceptable to the City Attorney, and Grantee shall provide Grantor certificates of insurance with endorsements to the policies evidencing the same prior to entering into the Easement Area.

13. Grantee shall not suffer or permit any liens in the Easement Area or Grantor's remaining property as a result of the work or any entry into the Easement Area.

14. In conjunction with Grantee's use of the Easement, Grantee shall not intentionally: (i) violate any law; (ii) create any condition that is a safety hazard; or (iii) unreasonably interfere with Grantor's use of its adjacent property.

15. Grantor reserves all other rights not conveyed herein, including the right to use the Easement Area for any purpose not inconsistent with the rights of Grantee under this Easement. Grantor will not exercise said rights in any manner that would be inconsistent with or materially affect the rights herein granted to Grantee.

16. No materials shall be stored, used, manufactured or disposed of within the Easement Area except in compliance with all federal, state, and local law, provided that in no case may there be stored, used, manufactured, or disposed of within the Easement Area any hazardous substances, or any substances or materials which constitute a public health hazard, as defined by rules of the Oregon State Health Division. No condition shall be permitted within the Easement Area that constitutes a health hazard, as defined by rules of the Health Division. As used in this Easement, "Hazardous Substance" means: (i) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; or (ii) any hazardous waste defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; or (iii) any hazardous substances as defined by Oregon Revised Statute 465.200 and/or implementing regulations of the Oregon Department of Environmental Quality; or (iv) any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; or (v) any and all material or substance which is or becomes regulated by any federal, state or local governmental authority; or (vi) any and all material or substance which contains oil, gasoline, diesel fuel or other petroleum hydrocarbons and their by-products.

In the event of any violation of environmental law or a hazardous substance release within the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater) which results from or occurs in connection with the occupancy or use of the Easement Area by Grantee or Grantee's employees, agents, contractors, and invitees ("Grantee's Representatives"), Grantee shall promptly notify Grantor and immediately and diligently pursue all acts necessary or appropriate to (i) cure or correct the violation; (ii) investigate, contain, stop, remediate and remove the hazardous substance release; and (iii) clean up and restore the Easement Area and other affected property or water to the extent required by law and compatible with Grantor's current and intended future uses of the Easement Area and other affected property or water. However, Grantee shall not be responsible for any hazardous

substance release to the extent the hazardous substance release was not caused by, contributed to or exacerbated by Grantee or Grantee's representatives.

17. This Easement shall be terminated if: a) Grantee abandons this Easement by failing to use the Easement Area for the purposes stated herein for a continuous period of five (5) years; or b) if the parties mutually agree in writing to terminate this Easement. Within one hundred eighty (180) calendar days from the date of written notice from Grantor upon abandonment or mutual termination of this Easement by the parties, Grantee shall, at Grantee's sole expense, remove all improvements made by Grantee in the Easement Area, restore the Easement Area to Grantor's written satisfaction, and deliver to the Grantor a recordable document or documents sufficient to remove this Easement as an encumbrance on Grantor's property.

18. This Easement represents the entire agreement between Grantor and Grantee relating to Grantee's use of the Easement Area. It is understood and agreed by Grantee that neither Grantor nor Grantor's officers, agents or employees have made any representations or promises with respect to this Easement or the making of or entry into this Easement Area, except as expressly set forth in this Easement. No claim for liability shall be asserted based on any claimed breach of any representations or promises not expressly set forth in this Easement. All oral agreements, if any, are void and expressly waived by Grantee. This Easement has been thoroughly negotiated between the parties; therefore, in the event of ambiguity, there shall be no presumption that such ambiguity should be construed against the drafter.

19. This Easement shall be governed, construed and enforced in accordance with the laws of the State of Oregon. Jurisdiction shall be with Multnomah County Courts or the Federal Court located in Portland, Oregon.

20. This Easement may not be modified or amended except by a written instrument duly executed by the authorized signatories for the parties hereto.

21. All notices required under this Easement shall be deemed to be properly served if sent by certified mail, return receipt requested, or delivered by hand to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent as follows:

To Grantor at:

CITY OF PORTLAND
Attn: BES Property Manager
1120 SW 5th Avenue, Ste 1000
Portland, Oregon 97204

To Grantee at:

UNION PACIFIC RAILROAD
Attn: AVP-Real Estate
1400 Douglas Street, Mailstop 1690
Omaha, NE 68179

The date of service of such notice by mail is agreed to be three (3) calendar days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail or, if delivered by hand, then the actual date of hand delivery.

IN WITNESS WHEREOF, the parties hereto have caused this deed to be executed as of the day and year first hereinabove written.

GRANTOR:

CITY OF PORTLAND

a municipal corporation of the State of Oregon

By: _____

Name: _____

Bureau of Environmental Services Director or designee

State of OREGON

County of MULTNOMAH

On this _____ day of _____, 20____, 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: _____

APPROVED AS TO FORM FOR
THE CITY OF PORTLAND:

By: _____
City Attorney

Accepted by:

GRANTEE:

UNION PACIFIC RAILROAD COMPANY

By _____
Its: _____

Attest:

By _____
Assistant Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 20____, before me, _____, Notary Public
in and for said County and State, personally appeared _____
and _____ who are the _____ and the
Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation,
and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be
the persons whose names are subscribed to in the within instrument, and acknowledged to me
that they executed the same in their authorized capacities, and that by their signatures on the
instrument the persons, or the entity upon behalf of which the persons acted, executed the
instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR UNION PACIFIC RAILROAD COMPANY
STORMWATER EASEMENT

April 7, 2014

A portion of Lot 8, Block 70, East Portland, according to the Plat thereof, recorded in Book 1 of Plats at Page 54, records of the Multnomah County Auditor, lying in the Northeast quarter of the Southeast quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, Oregon, described as follows:

COMMENCING at the Northwest corner of said Lot 8;

THENCE South $01^{\circ} 47' 29''$ West, along the West line of said Lot 8, a distance of 28.00 feet to the Southwest corner of that parcel of land within said Block 70 conveyed to the Oregon Railway and Navigation Company, recorded February 8, 1882 in Book 52 of Deeds at Page 267, records of said county, said point also being on a non-tangent 725.00 foot radius curve to the left;

THENCE along the South line of said Oregon Railway and Navigation Company parcel and along said 725.00 foot radius curve to the left (the long chord of which bears South $64^{\circ} 59' 18''$ East, a distance of 6.57 feet), an arc distance of 6.57 feet to the TRUE POINT OF BEGINNING;

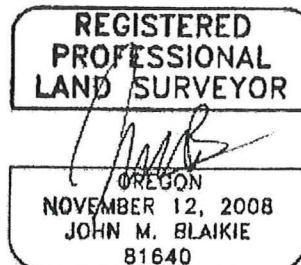
THENCE continuing along said South line of said Oregon Railway and Navigation Company parcel and along said 725.00 foot radius curve to the left (the long chord of which bears South $65^{\circ} 42' 48''$ East, a distance of 11.78 feet), an arc distance of 11.78 feet;

THENCE leaving said South line, South $07^{\circ} 36' 31''$ East, a distance of 15.11 feet to the South line of said Lot 8;

THENCE North $88^{\circ} 12' 31''$ West, along said South line, a distance of 10.14 feet to a point which bears South $07^{\circ} 36' 31''$ East from the TRUE POINT OF BEGINNING;

THENCE North $07^{\circ} 36' 31''$ West, a distance of 19.67 feet to the TRUE POINT OF BEGINNING.

Containing 173 square feet, more or less.



04/07/14

RENEWAL DATE: 12/31/15

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR STORMWATER EASEMENT

A PORTION OF LOT 8, BLOCK 70, EAST PORTLAND (BK. 1, PG. 54),
LYING IN THE NE 1/4 OF THE SE 1/4,
SECTION 34, T. 1 N., R. 1 E., W.M.,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON

UNION PACIFIC
RAILROAD CO.
DEED BK. 52, PG. 267

PARCEL 1
1N1E34DA-00500
CITY OF PORTLAND

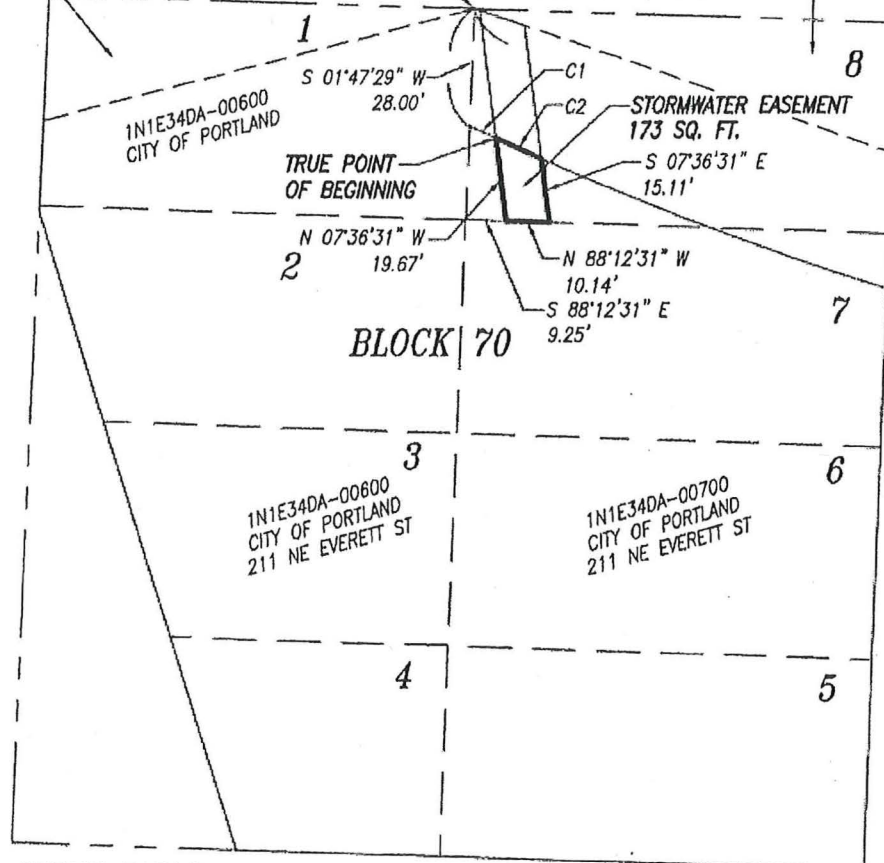
POINT OF COMMENCEMENT
NW CORNER LOT 8, BLOCK 70

NE FLANDERS STREET

NO SCALE

NE 2ND AVE

NE 3RD AVE



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	00°31'09"	725.00'	6.57'	S 64°59'18" E	6.57'
C2	00°55'51"	725.00'	11.78'	S 65°42'48" E	11.78'

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1365
1-503-269-9936

\\DATA\8000\8600\8880\8885\SURVEY\8885.01.03-04.EAST CONNECT\LEGAL SKETCHES\8885.03.0001.XLS.DWG

EXHIBIT C

Recording requested by and
when recorded mail to:

City of Portland
1120 SW 5th Avenue, Ste 800
Portland, Oregon 97204

Space Above for County Recorder's Use
Folder No. 2863-17

EASEMENT DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantor"), grants and conveys to the **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, ("Grantee"), easements for access, parking and storage over the properties in the City of Portland, Multnomah County, Oregon, described on the attached **Exhibit A**, and depicted on **Exhibit B**, as more particularly set forth below.

This conveyance is made subject to, and together with, the following covenants, terms and conditions:

1. Easement Area A. Grantor grants to Grantee, for the benefit of the property of the Grantee described in **Exhibit C** ("Grantee's Pump Station Property"), a perpetual easement over the approximately 1,762-square-foot parcel described as Area A on **Exhibit A**. This easement is for access between the public right-of-way and Grantee's Sullivan Pump Station, and other uses convenient to Grantee in connection with the operation and use of Grantee's Pump Station Property. Grantee will have exclusive control over the use of the surface and subsurface of Area A by Grantor or any third party.

2. Easement Area B. Grantor grants to Grantee, for the benefit of Grantee's Pump Station Property, a perpetual easement over the approximately 3,130-square-foot parcel described as Area B on **Exhibit A**. This easement is for parking, storage and other uses in conjunction with the operation and maintenance of Grantee's Sullivan Pump Station. Grantee will have exclusive control over the use of the surface and subsurface of Area B, with the exception that Grantor reserves the right to construct, reconstruct, use and maintain an underground storm sewer line in the location described on **Exhibit D**. Grantee may install paving over the storm sewer line, but will not arrange for or allow any permanent or temporary surface or underground structure or facility, including public or private utility line(s) or other

improvements, to be constructed or located within the storm sewer area described on Exhibit D without the prior written consent of the Grantor, which consent shall not be unreasonably withheld.

3. Ownership and Maintenance of Improvements. Except for the underground storm sewer line described in Section 2 above, all improvements of every kind or nature constructed, placed upon or installed in Areas A and B will be owned and maintained by Grantee. The Grantee-owned improvements are removable at the option of Grantee at any time, provided that Grantee agrees to retain fencing in all areas where these easement areas abut property of Grantor, unless removal of such fencing is approved by Grantor.

4. Access to Grantor's Storm Sewer Line. In non-emergency situations, Grantor shall give Grantee ten (10) days' prior notice, or such shorter notice as Grantee may allow, before Grantor will enter Area B to perform construction, reconstruction, maintenance or repair work on Grantor's storm sewer line. In emergency situations, Grantor will give as much notice as is reasonable under the circumstances. Grantor will repair any damage to the surface of Area B caused by its storm sewer line or the work performed on it by Grantor to the written satisfaction of Grantee.

5. Successors and Assigns. This easement grant and the covenants herein shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

6. Indemnity. To the fullest extent permitted by law, Grantor shall hold harmless, indemnify and defend Grantee and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (not including attorney's fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which occurs, arises out of, or results from acts or omissions or use of Areas A or B by the Grantor, its officers, agents, employees, or contractors. 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 (not including attorney's fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which occurs, arises out of, or results from acts or omissions or use of Areas A or B by Grantee or its officers, agents, or employees.

7. The consideration for this conveyance is other property or value given or promised.

8. This easement grant shall be governed, construed and enforced in accordance with the laws of the State of Oregon. Jurisdiction shall be with Multnomah County Courts or the Federal Court located in Portland, Oregon.

9. The terms of this Easement Deed may not be modified or amended except by a written instrument duly executed by the authorized signatories for the parties hereto.

10. All notices required under this Easement Deed shall be deemed to be properly served if sent by certified mail, return receipt requested, or delivered by hand to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent as follows:

To Grantee at:

CITY OF PORTLAND
Attn: BES Property Manager
1120 SW 5th Avenue, Ste 1000
Portland, Oregon 97204

To Grantor at:

UNION PACIFIC RAILROAD
Attn: AVP-Real Estate
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179

The date of service of such notice by mail is agreed to be three (3) calendar days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail or, if delivered by hand, then the actual date of hand delivery.

[Signatures and Notarial Acknowledgments on Next Pages]

GRANTOR:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
_____ Secretary

(SEAL)

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, who are the _____ and the _____ Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission expires:

Accepted by:

GRANTEE:

CITY OF PORTLAND

a municipal corporation of the State of Oregon

By: _____

Name: _____

Bureau of Environmental Services Director
or designee

APPROVED AS TO FORM FOR
THE CITY OF PORTLAND:

By: _____

City Attorney



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR UNION PACIFIC RAILROAD COMPANY
EASEMENT AREA "A"

November 5, 2013

A portion of Lot 4, Block 70, East Portland, according to the Plat thereof, recorded in Book 1 of Plats at Page 54, records of the Multnomah County Auditor, lying in the Northeast quarter of the Southeast quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, Oregon, described as follows:

BEGINNING at the Southwest corner of said Block 70;

THENCE North 01° 47' 28" East, along the West line of said Block 70, a distance of 34.82 feet;

THENCE leaving said West line, North 79° 41' 08" East, a distance of 37.96 feet to a point on the West line of that parcel conveyed to the City of Portland, recorded May 2, 1951 in Book 1474 of Deeds at Page 265, records of said county;

THENCE along said West line, South 17° 36' 28" East, a distance of 45.36 feet to the South line of said Block 70;

THENCE North 88° 12' 31" West, along said South line, a distance of 52.18 feet to the POINT OF BEGINNING.

Containing 1,762 square feet, more or less.



RENEWAL DATE: 12/31/13



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR UNION PACIFIC RAILROAD COMPANY
EASEMENT AREA "B"

November 15, 2013

A portion of Lot 7 and Lot 8, Block 70, East Portland, according to the Plat thereof, recorded in Book 1 of Plats at Page 54, records of the Multnomah County Auditor, lying in the Northeast quarter of the Southeast quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, Oregon, described as follows:

BEGINNING at the Northwest corner of said Lot 8;

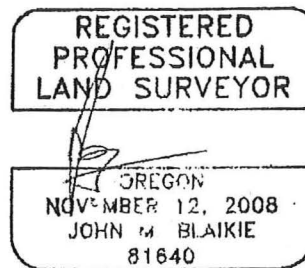
THENCE South $01^{\circ} 47' 28''$ West, along the West line of said Lot 8, a distance of 28.00 feet to the Southwest corner of that parcel of land within said Block 70 conveyed to the Oregon Railway and Navigation Company, recorded February 8, 1882 in Book 52 of Deeds at Page 267, records of said county, said point also being on a non-tangent 725.00 foot radius curve to the left;

THENCE along said 725.00 foot radius curve to the left (the long chord of which bears South $68^{\circ} 55' 08''$ East, a distance of 105.95 feet), an arc distance of 106.04 feet to the Southeast corner of said Oregon Railway and Navigation Company parcel, said point being on the East line of said Block 70;

THENCE North $01^{\circ} 47' 29''$ East, along said East line, a distance of 31.87 feet;

THENCE leaving said East line, North $70^{\circ} 54' 58''$ West, a distance of 104.73 feet to the POINT OF BEGINNING.

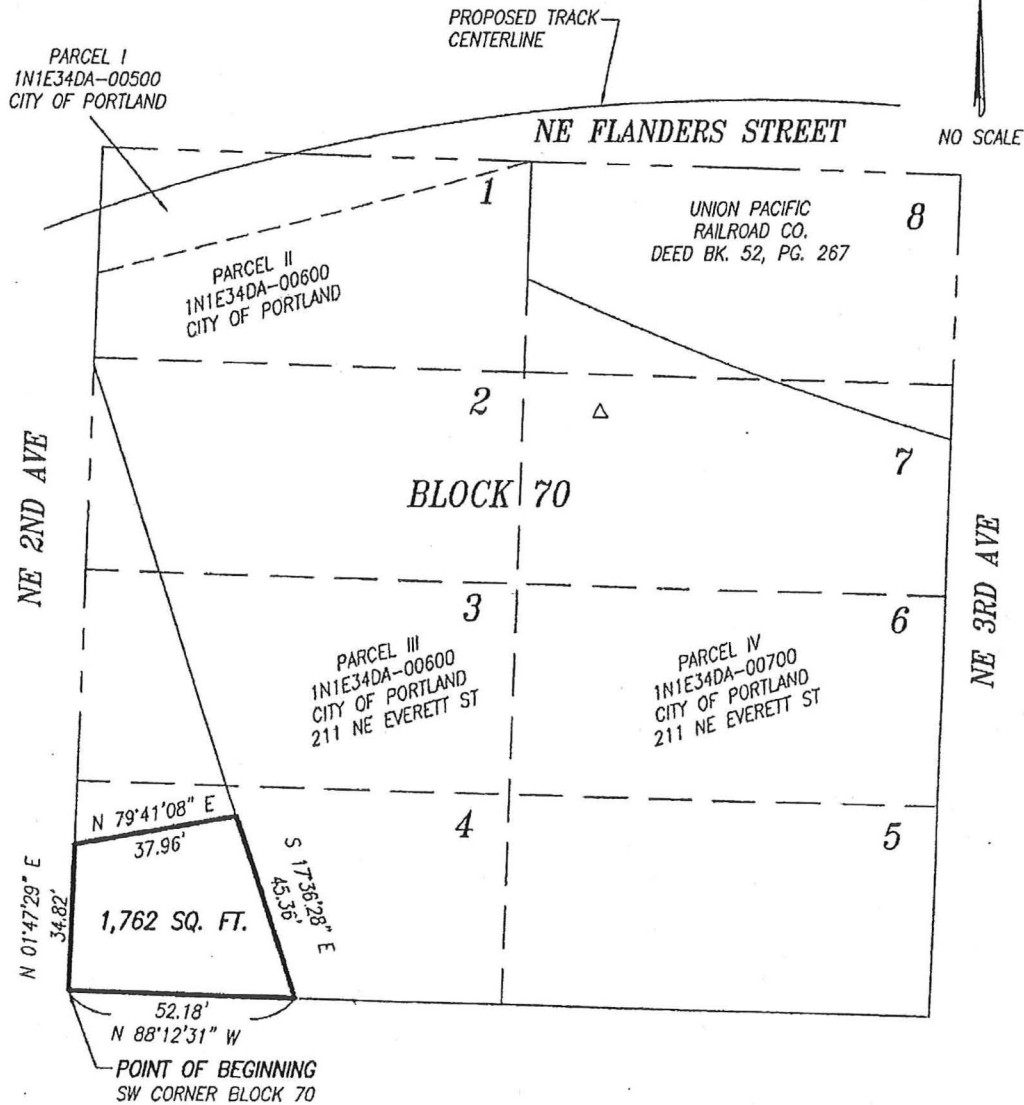
Containing 3,130 square feet, more or less.



RENEWAL DATE: 12/31/13

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR EASEMENT AREA "A"**

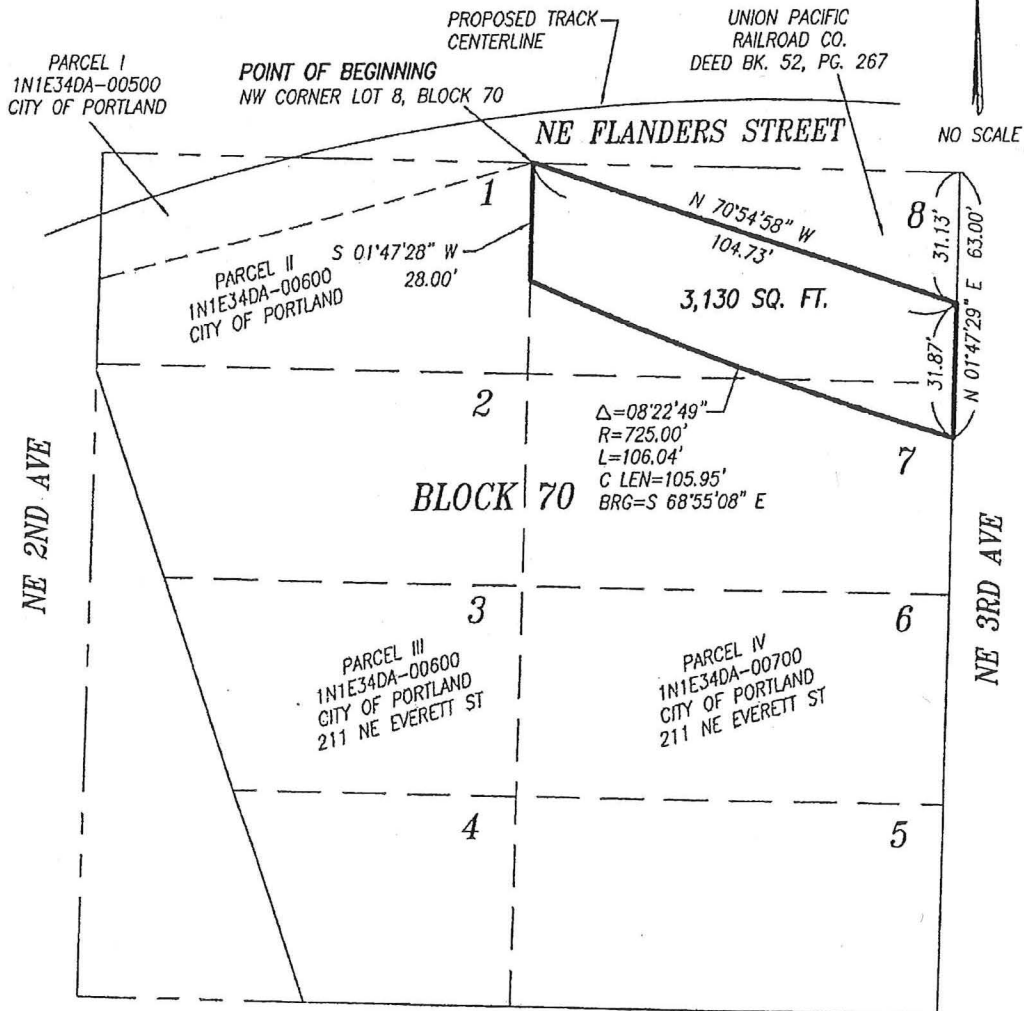
A PORTION OF LOT 1, BLOCK 70, EAST PORTLAND (BK. 1, PG. 54),
LYING IN THE NE 1/4 OF THE SE 1/4,
SECTION 34, T. 1 N., R. 1 E., W.M.,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936
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**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR EASEMENT AREA "B"**

A PORTION OF LOT 1, BLOCK 70, EAST PORTLAND (BK. 1, PG. 54),
LYING IN THE NE 1/4 OF THE SE 1/4,
SECTION 34, T. 1 N., R. 1 E., W.M.,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON



OLSON

LAND SURVEYORS

ENGINEERS

ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660

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1-360-695-1385
1-503-289-9936



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR UNION PACIFIC RAILROAD COMPANY
CITY OF PORTLAND SULLIVAN PUMP STATION PROPERTY

May 14, 2014

PARCEL I:

A portion of Lot 1, Block 70, East Portland, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1, Block 70, East Portland;

THENCE Westerly along the North line of said Block, 100 feet to the Northwest corner of said Lot and Block;

THENCE South along the West line of said Lot and Block, 30 feet;

THENCE Northeasterly to the POINT OF BEGINNING.

PARCEL II:

TRACT A:

Lot 1, Block 70, East Portland, in the City of Portland, County of Multnomah and State of Oregon.

EXCEPTING THEREFROM the following described portion:

A portion of Lot 1, Block 70, East Portland, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 1, Block 70, East Portland;

THENCE Westerly along the North line of said Block, 100 feet to the Northwest corner of said Lot and Block;

THENCE South along the West line of said Lot and Block, 30 feet;

THENCE Northeasterly to the POINT OF BEGINNING.



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

TRACT B:

A portion of Lots 2, 3, and 4, Block 70, East Portland, in the City of Portland, County of Multnomah and State of Oregon, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 2;

THENCE South along the West line of said Lot 2, a distance of 1.82 feet;

THENCE Southeasterly along a straight line which forms an angle of $19^{\circ} 24'$ from South to East with the West line of said Lot 2, a distance of 157.1 feet to a point in the South line of said Lot 4;

THENCE East along the South line of said Lot 4, a distance of 47.82 feet to the Southeast corner thereof;

THENCE North along the East line of said Lots 2, 3 and 4, a distance of 150 feet to the Northeast corner of said Lot 2;

THENCE West along the North line of said Lot 2, a distance of 100 feet to the POINT OF BEGINNING.

PARCEL III:

Lots 5, 6, 7 and 8, Block 70, East Portland, in the City of Portland, County of Multnomah and State of Oregon.

EXCEPTING THEREFROM that portion conveyed to Oregon Railway and Navigation Company by deed recorded February 8, 1882 in Book 52, Page 267, being more particularly described as follows:

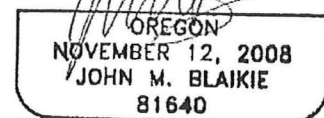
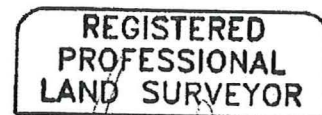
BEGINNING at a point in the North line of said Block, 100 feet West of the Northeast corner thereof;

THENCE East 100 feet to the Northeast corner said Block;

THENCE South, tracing the East line of said Block, 63 feet to a point;

THENCE Westerly on a curve to the right having a radius of 725 feet to a point 28 feet South of the POINT OF BEGINNING, on a line parallel with the East line of said block;

THENCE North 28 feet to the POINT OF BEGINNING.



05/15/14

RENEWAL DATE: 12/31/15

Page 2 of 2



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR UNION PACIFIC RAILROAD COMPANY
STORMWATER EASEMENT

April 7, 2014

A portion of Lot 8, Block 70, East Portland, according to the Plat thereof, recorded in Book 1 of Plats at Page 54, records of the Multnomah County Auditor, lying in the Northeast quarter of the Southeast quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, City of Portland, Multnomah County, Oregon, described as follows:

COMMENCING at the Northwest corner of said Lot 8;

THENCE South $01^{\circ} 47' 29''$ West, along the West line of said Lot 8, a distance of 28.00 feet to the Southwest corner of that parcel of land within said Block 70 conveyed to the Oregon Railway and Navigation Company, recorded February 8, 1882 in Book 52 of Deeds at Page 267, records of said county, said point also being on a non-tangent 725.00 foot radius curve to the left;

THENCE along the South line of said Oregon Railway and Navigation Company parcel and along said 725.00 foot radius curve to the left (the long chord of which bears South $64^{\circ} 59' 18''$ East, a distance of 6.57 feet), an arc distance of 6.57 feet to the TRUE POINT OF BEGINNING;

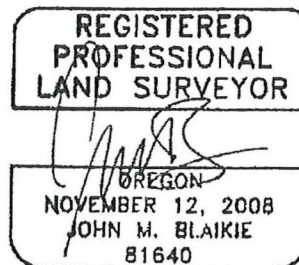
THENCE continuing along said South line of said Oregon Railway and Navigation Company parcel and along said 725.00 foot radius curve to the left (the long chord of which bears South $65^{\circ} 42' 48''$ East, a distance of 11.78 feet), an arc distance of 11.78 feet;

THENCE leaving said South line, North $07^{\circ} 36' 31''$ West, a distance of 31.88 feet to a point which bears South $70^{\circ} 54' 58''$ East from the Northwest corner of said Lot 8;

THENCE North $70^{\circ} 54' 58''$ West, a distance of 11.19 feet to a point which bears North $07^{\circ} 36' 31''$ West from the TRUE POINT OF BEGINNING;

THENCE South $07^{\circ} 36' 31''$ East, a distance of 30.68 feet to the TRUE POINT OF BEGINNING.

Containing 313 square feet, more or less.



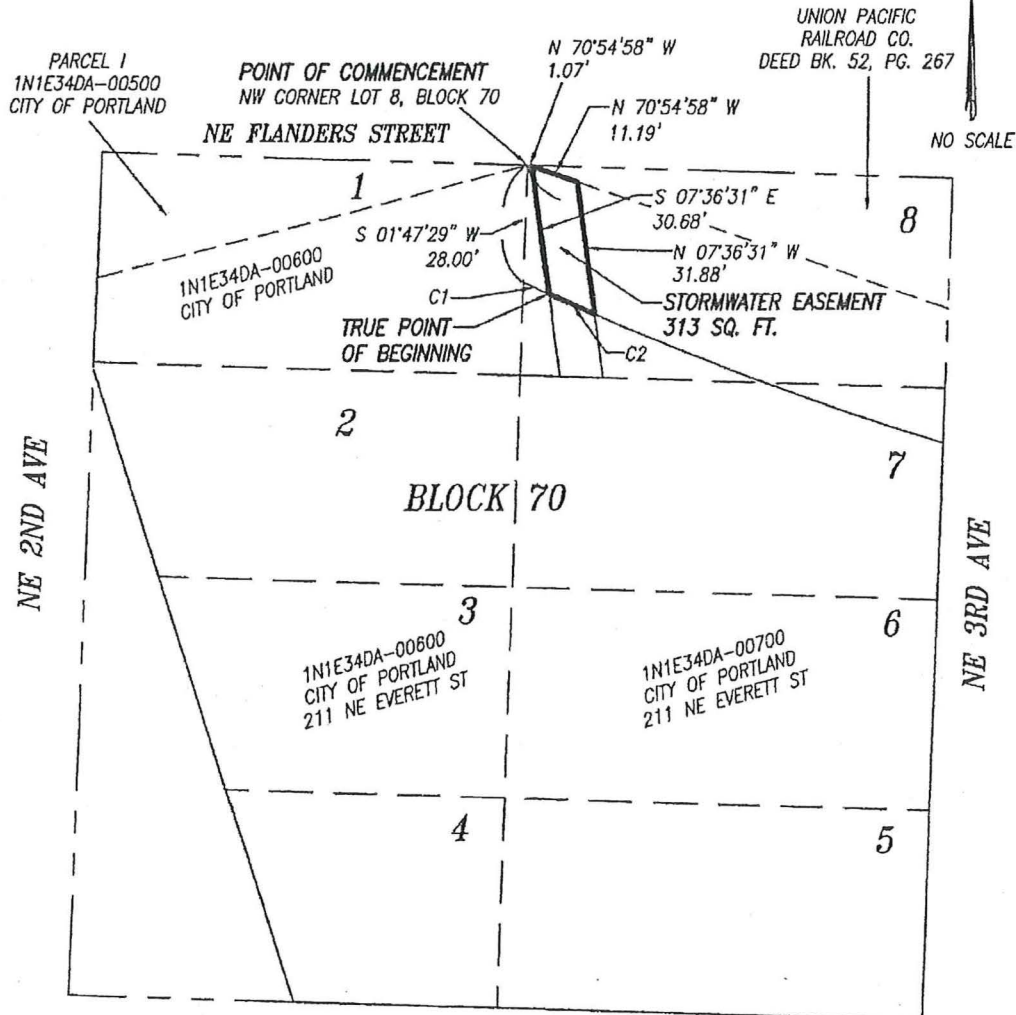
04/07/14

RENEWAL DATE: 12/31/15

Page 1 of 1

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR STORMWATER EASEMENT

A PORTION OF LOT 8, BLOCK 70, EAST PORTLAND (BK. 1, PG. 54),
LYING IN THE NE 1/4 OF THE SE 1/4,
SECTION 34, T. 1 N., R. 1 E., W.M.,
CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON



CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	00°31'09"	725.00'	6.57'	S 64°59'18" E	6.57'
C2	00°55'51"	725.00'	11.78'	S 65°42'48" E	11.78'

OLSON

LAND SURVEYORS

ENGINEERS

ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660

1-360-895-1385
1-503-289-9936

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EXHIBIT D

Folder No. 2863-18

ROADWAY LICENSE

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20__ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and the **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, to be addressed at 1120 SW Fifth Avenue, Suite 800, Portland, Oregon 97204 ("City").

1. License Areas A and B; Authorized Users. Subject to the terms of this Agreement, including those set forth in **Exhibit B**, Railroad grants to City a non-exclusive license to use with the Railroad the approximately 1,813-square-foot roadway that runs across Block 73, East Portland, between NE Third Avenue and NE Martin Luther King Jr. Boulevard, depicted as License Area A on **Exhibit A**, and the approximately 2,662-square-foot roadway that runs across Block 32, East Portland, between NE Second Avenue and NE First Avenue, depicted as License Area B on **Exhibit A**. This Agreement is for vehicular access by any City employees, contractors, or agents needing to patrol the area or to access City facilities on City property in the area. Use of the roadway areas by the general public or by persons not identified above is strictly prohibited. Use of roadway areas lying within 25 feet of the centerline of any track is subject to additional restrictions, as set forth herein.

2. Entry to Roadways. Entry to License Area A will be through a 16-foot double-swing gate located in NE Third Avenue, near NE Everett Street. Entry to License Area B will be through two 24-foot slide gates in NE Second Avenue, one near NE Flanders Street and the other near NE Everett Street, as well as an existing iron gate in NE Second Avenue, north of NE Flanders. All four gates will be locked. Both the Railroad and City will have keys, keypad codes, or other means of entry to the locked gates. City agrees to keep the gates locked.

3. As-Is. City accepts the roadways in their existing condition and understands and agrees that any maintenance of the roadways by Railroad is solely for Railroad's own benefit and not to standards applicable to public roads.

4. Limitations on Use; Assumption of Risk.

a. Both roadways are in proximity to active train tracks. City agrees that use of these roadways by City's employees, or anyone else authorized or expressly allowed by the City to access Railroad's property through the entry gates, is at City's own risk.

b. Except in case of emergency or other causes beyond City's control, vehicles may not stop on the roadway and vehicle users must remain in their vehicles while within 25 feet of the centerline of any track. This restriction does not apply if a fence or concrete barrier greater than 42 inches in height separates the track from the roadway area.

c. No construction, heavy equipment, or other uses of the roadways beyond what is authorized above may take place without the consent of the Railroad, which consent, if granted, may include requiring the City to pay for railroad flaggers, as set forth in detail in **Exhibit B**.

5. Reservation of Right to Relocate Roadways. Railroad reserves the right to relocate the roadways as necessary to accommodate other uses of the Railroad's property. If the roadways are shifted, the parties' rights and obligations to each other as set forth herein will apply to the roadways in their new location.

6. Emergency Notice. In the event of an emergency of any kind, the City shall provide immediate telephonic notice to the Railroad as follows:

Response Management Communications Center
1-888-877-7267 (1-888-UPRR COP)
(This number is manned 24 hours a day.)

7. Railroad Representative. Whenever this Agreement requires that notice be given to the Railroad Representative, notice should be given to:

Director of Track Maintenance (currently A. J. Bernhard)
(503) 249-3006
301 NE 2nd Avenue
Portland, OR 97232

8. Term. This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

9. Successors and Assigns. The City shall not assign this Agreement without the prior written consent of Railroad. Subject thereto, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

10. Indemnity. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, the City will indemnify, defend and hold harmless the Railroad and its officers,

employees and agents from and against any loss, damage, injury, liability, claim, cost or expense (including attorney fees, court costs and expenses), fine or penalty (collectively the "Loss") incurred by any person (including employees of the City or Railroad, their contractors or agents) that arises from acts or omissions of City's employees, officers or agents, except to the extent the Loss is caused by the negligence or willful misconduct of Railroad, its officers, agents, employees or contractors.

11. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Oregon. Jurisdiction shall be with Multnomah County Courts or the Federal Court located in Portland, Oregon.

12. This Agreement may not be modified or amended except by a written instrument duly executed by the authorized signatories for the parties hereto.

13. All notices required under this Agreement shall be deemed to be properly served if sent by certified mail, return receipt requested, or delivered by hand to the last address previously furnished by the parties hereto, unless specifically addressed in this Agreement.

14. The date of service of such notice by mail is agreed to be three (3) calendar days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail or, if delivered by hand, then the actual date of hand delivery.

15. Until hereafter changed by the City by notice in writing, notices to the City shall be sent as follows:

CITY OF PORTLAND
Attn: Right-of-Way Acquisition Supervisor
1120 SW 5th Avenue, Ste 800
Portland, Oregon 97204

[Signatures on Next Pages]

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Secretary

(SEAL)

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ and _____, who are the _____ and the _____ Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
My Commission expires:

Accepted by:

CITY OF PORTLAND
an Oregon municipal corporation

By: _____

Name: _____

Title: _____

Pursuant to Resolution/Ordinance No. _____

dated: _____, 20____

hereto attached.

APPROVED AS TO FORM FOR
THE CITY OF PORTLAND:

By: _____
City Attorney

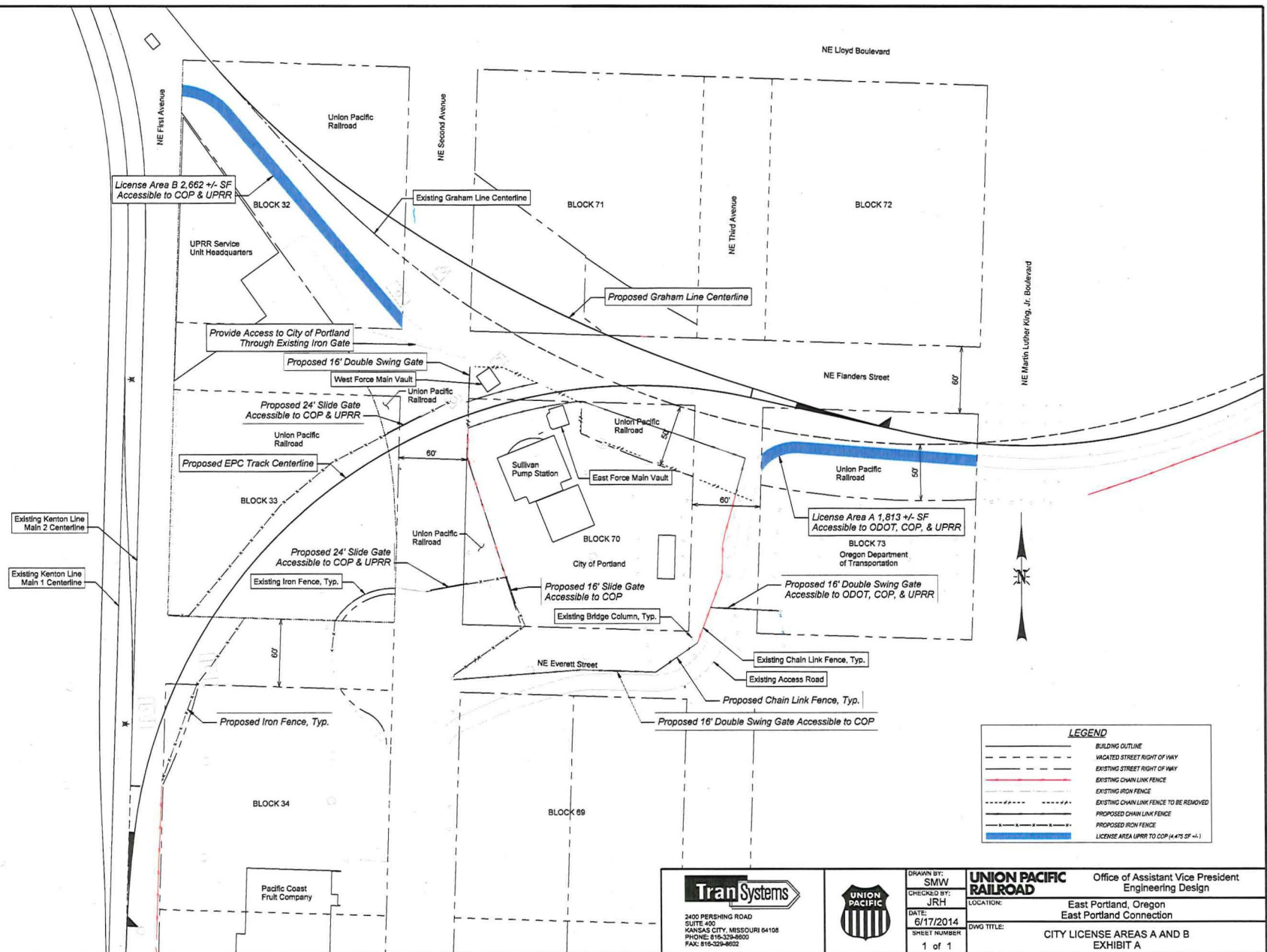


Exhibit B

TO ROADWAY LICENSE

GENERAL TERMS AND CONDITIONS

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the roadways for any purposes other than those described in this Agreement. No nonparty except the City's agents and contractors shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the roadway areas with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the City at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the roadways for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the roadways with all kinds of equipment.

E. If any property or rights other than the rights hereby granted are needed by the City, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. [INTENTIONALLY DELETED]

SECTION 3. [INTENTIONALLY DELETED]

SECTION 4. [INTENTIONALLY DELETED]

SECTION 5. [INTENTIONALLY DELETED]

SECTION 6. [INTENTIONALLY DELETED]

SECTION 7. [INTENTIONALLY DELETED]

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed that all use of the roadways will conform with the following standards:

A. **Use of Roadways for Purposes Beyond What is Currently Authorized.** If the City's employees need to use either roadway for purposes beyond the scope of what is authorized herein, the City must seek permission from the Railroad to do so. If the Railroad grants permission but requires flagging, the flagging requirements will likely be as set forth below in Paragraph B.

B. **Flagging.**

(i) The City will need to notify the Railroad Representative at least thirty (30) working days in advance of proposed activities by City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track, except that no notice is required if an authorized vehicle is driving along one of the roadways in a location where the roadway is within 25 feet of a track, is not stopping, and no one is getting out of the vehicle at such location. Except to the extent specifically authorized in this Agreement, no work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform City whether a flagman need be present and whether City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City agrees that City is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

C. **Compliance With Laws.** The City shall comply with all applicable federal, state and local laws, regulations and enactments while using the roadways. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments results in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses.

D. **No Interference or Delays.** The City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

E. **Supervision.** The City, at its own expense, shall adequately police and supervise all activities of the City on the roadways, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City for safe conduct and adequate policing and supervision of roadway use shall not be lessened or otherwise affected by the presence of any Railroad representatives, or by compliance by the City with any requests or recommendations made by such representatives.

F. **Suspension of Activities.** If at any time the Railroad can demonstrate that the roadways are being used without due regard and precaution for safety and security, the City will, at the Railroad's request, immediately suspend use of the roadways until it adopts adequate and proper protective measures that are approved by the Railroad.

G. **Removal of Debris.** The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City.

SECTION 9. [INTENTIONALLY DELETED]

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. [INTENTIONALLY DELETED]

SECTION 12. TERMINATION

A. If the City removes the facilities to which this Agreement provides access and subsequently does not use the rights herein granted for five (5) years, or if the City continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Railroad to the City specifying such default, the Railroad may, at its option, forthwith immediately terminate this Agreement by written notice.

B. The City acknowledges that the Railroad's possible future needs for the roadway areas in connection with the Railroad's transportation operations are paramount. Accordingly, if at any time Railroad, in its sole and absolute discretion, determines that the roadway areas or any portion thereof are necessary or desirable for use in connection with the Railroad's transportation operations, or that the City's use of the roadways should be terminated due to safety considerations associated with Railroad's transportation operations, the Railroad may terminate this Agreement upon 180 days' written notice to the City or, in emergency situations involving safety considerations, upon such shorter notice as is reasonable in the circumstances. The Railroad will work in good faith with the City to develop suitable alternate means of access. If a suitable alternate means of access is reasonably feasible, the Railroad will provide such access as an alternative to terminating this Agreement.

C. In addition, this Agreement may be terminated by written notice given by City to Railroad on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

D. Notice of default and notice of termination may be served personally upon the City or Railroad by mailing to its last known address. Termination of this Agreement for any reason shall not affect any of the

rights or obligations of the Parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not affect or impair any right arising from any subsequent default. This Agreement and exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT E

Folder No. 2863-19

AGREEMENT ON INSTALLATION OF
IMPROVEMENTS

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 20__ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and the **CITY OF PORTLAND**, a municipal corporation of the State of Oregon, to be addressed at 1120 SW Fifth Avenue, Suite 800, Portland, Oregon 97204 ("City").

RECITALS

The Railroad proposes to construct a railroad track extension between the Railroad's Graham Line and Brooklyn Subdivision at East Portland Junction, facilitating train movements from south to east and east to south (the "Connecting Track").

The proposed Connecting Track is in the vicinity of NE 2nd Avenue and NE Flanders Street in Portland, Oregon, and will run across a portion of City-owned property in Lot 1, Block 70, EAST PORTLAND, in the city of Portland. In consideration of the City granting the Railroad an easement for the Connecting Track across the City-owned property in Block 70 (the "Railroad Easement Area" depicted on Exhibit A), the Railroad will be granting easements to the city over other properties in the vicinity of the Connecting Track ("City Easement Area A" and "City Easement Area B" depicted on Exhibit B) and will grant the City a license to use private roadways located on the Railroad's right of way ("City License Area A" and "City License Area B" depicted on Exhibit C). In addition, the Railroad will be making certain improvements to the properties over which it is acquiring and granting easements and to adjacent City-owned properties. This Agreement outlines the nature of those improvements and the timeframe for undertaking this work.

The parties agree as follows:

1. Railroad Easement Area. At the Railroad's own expense, the Railroad will construct trackage and appurtenances across Block 70 pursuant to a site plan approved by City and will install fencing in locations designated by the City in order to separate the track area from existing facilities at the City's Sullivan Pump Station. The fencing will also be depicted on the site plan. The final site plan shall include a site survey conducted by a land surveyor licensed in Oregon delineating the boundaries of the Railroad Easement Area and the location of railroad facilities within the Railroad Easement Area.

2. City Easement Area A. At the Railroad's own expense, the Railroad will arrange for the installation of an iron fence along the north and east sides of City Easement Area A, removal of an existing curb and gutter, installation of a relocated curb and gutter, and installation

of a 16-foot slide gate for City's use in the locations set forth in plans approved by City. In addition, the Railroad will arrange for installation of a chain-link fence and a 16-foot double swing gate in NE Everett Street as requested by the City and stripe as "No Parking" the portion of City Easement Area A so designated by the City.

3. City Easement Area B. At the Railroad's own expense, the Railroad will arrange for the installation of a chain link fence along the north and east sides of City Easement Area B.

4. City License Areas A and B. At the Railroad's own expense, the Railroad will install a 16-foot double-swing gate located in NE Third Avenue, near NE Everett Street, as the entry point to City License Area A; and two 24-foot double-slide gates in NE Second Avenue, one near NE Flanders Street and the other near NE Everett Street, as the entry points to City License Area B, as set forth in plans approved by the City. An existing iron gate in NE Second Avenue, north of NE Flanders, also affords access to City License Area B. In addition, the Railroad will arrange for installation of a 16-foot double-swing gate along the east edge of NE Second Avenue at NE Flanders Street as the entry point to the City's West Force Main Vault. All five gates will be locked. The Railroad will provide the City with keys, keypad access codes, or other means of entry to the locked gates.

5. Timing. The Railroad shall submit for the City's written approval a draft of the site plan required in Section 1 that delineates the surveyed boundaries of the Railroad Easement Area before construction may begin. The Railroad shall submit for the City's written approval a draft "as-built" of the site plan required in Section 1 that delineates the surveyed location of the railroad facilities located within the Railroad Easement Area within 30 days after construction of the railroad facilities within the Railroad Easement Area is complete. Upon the City's approval of the draft "as-built" site plan, it may be finalized. The fencing required in Section 1 must be in place before the Connecting Track is put into operation. The Railroad will perform the work described in Sections 2, 3 and 4 within 365 days of the later of (a) the City's issuance of permits to the Railroad encompassing that work, or (b) the City's delivery to the Railroad of an Easement for Railroad Purposes for the Railroad Easement Area.

6. Access. If the Railroad needs access over City-owned or City-controlled property to accomplish the installation work described above, the Railroad will seek City approval of such access 10 days in advance. The City's approval thereof will not be unreasonably withheld.

7. Future Ownership and Maintenance. The improvements to the Railroad Easement Area will be owned and maintained by the Railroad, but the Railroad may not remove the fencing along the south side of the Railroad Easement without the City's written permission. The improvements to City Easement Area A and City Easement Area B will be owned and maintained by the City. The proposed slide gate in NE Third Avenue, the two proposed slide gates in NE Second Avenue, and the existing iron gate in SE Second Avenue affording access to City License Area B will be owned and maintained by the Railroad. The City will own and maintain the other three gates described in this Agreement, i.e., the two gates referenced in Section 2 above, and the proposed double-swing gate along the east edge of NE Second Avenue at NE Flanders.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Name: _____
Title: _____

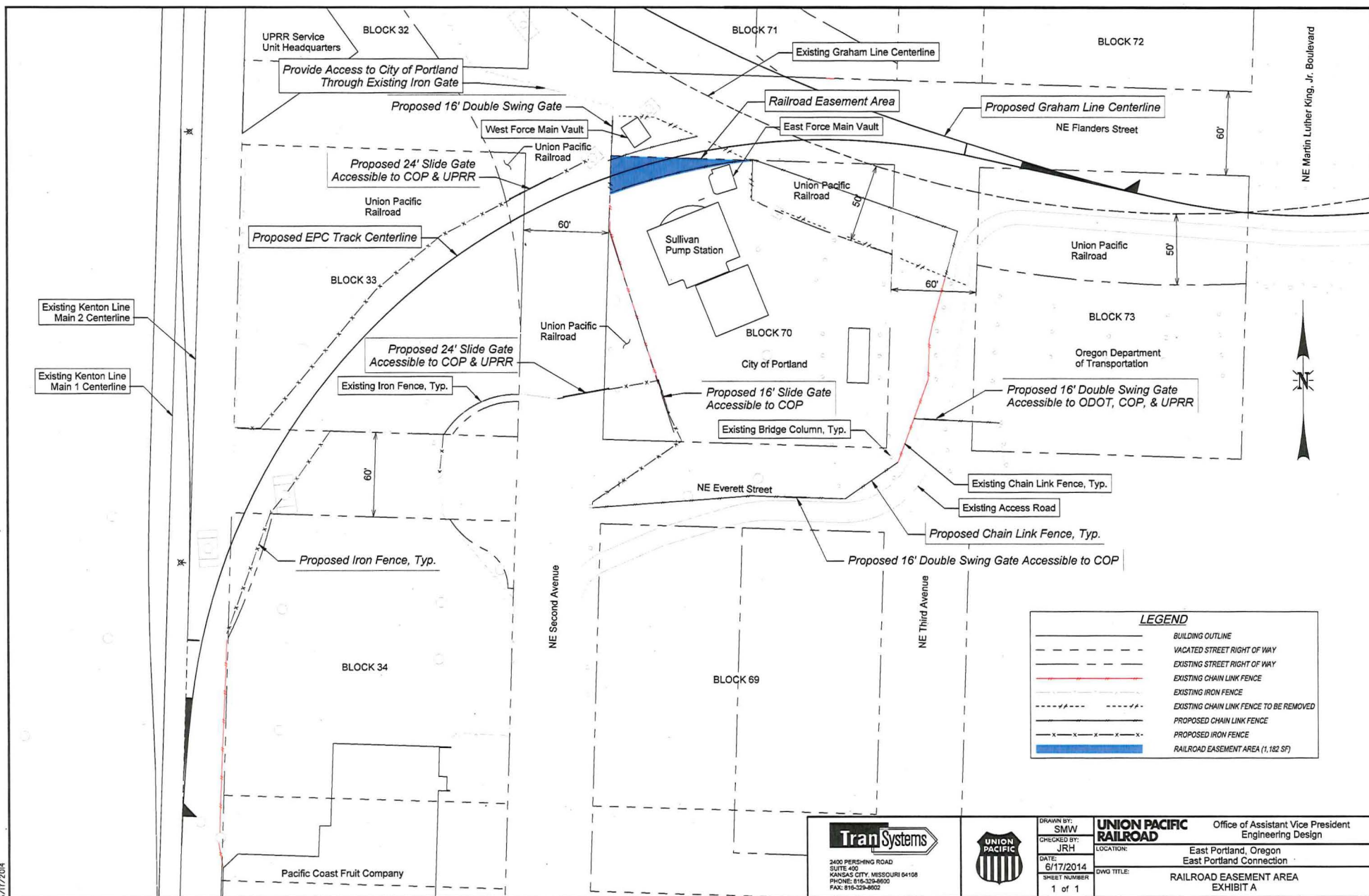
CITY OF PORTLAND
an Oregon municipal corporation

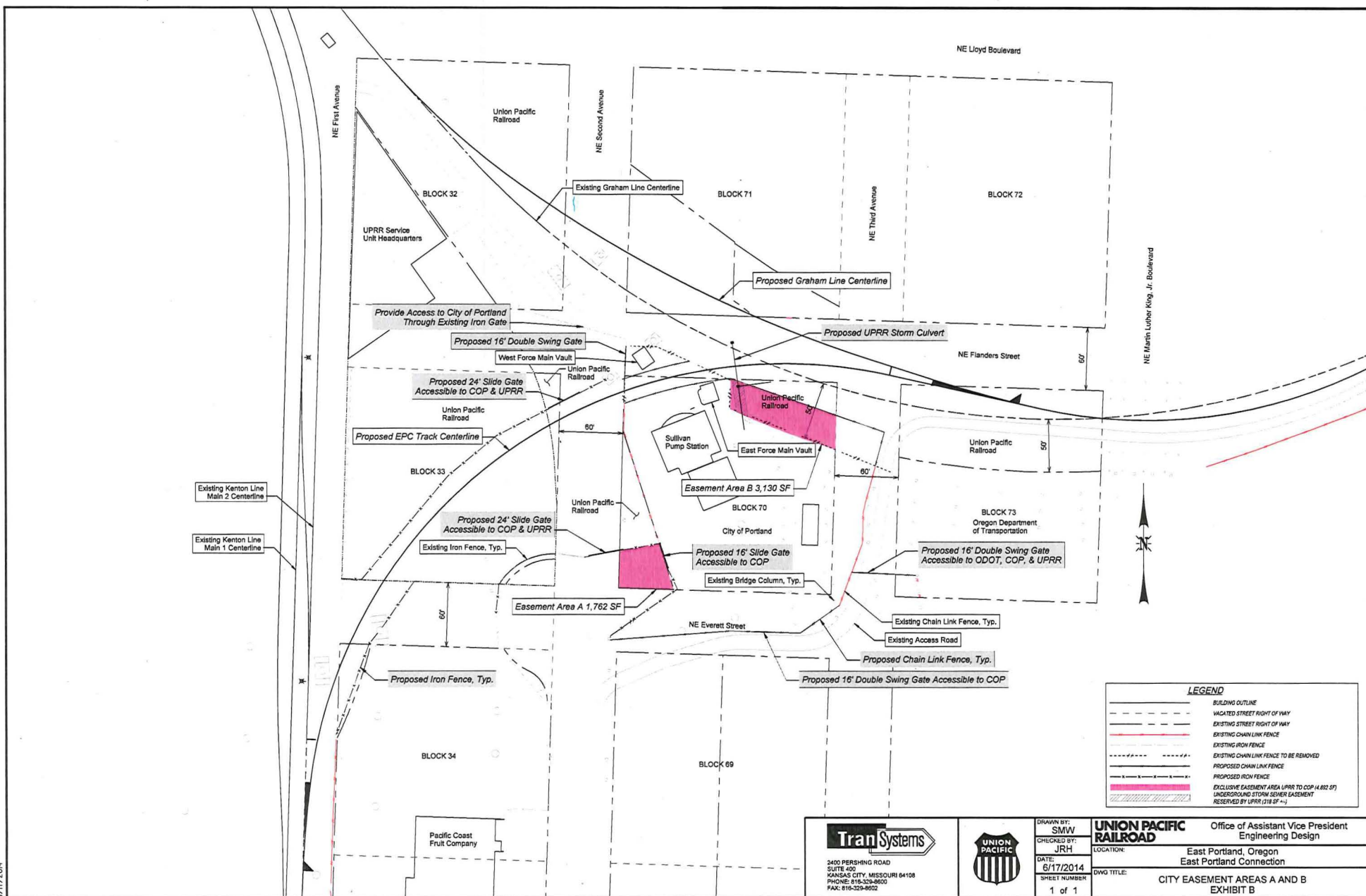
By: _____
Name: _____
Title: _____

Pursuant to Resolution/Ordinance No. _____
dated: _____, 20____
hereto attached.

APPROVED AS TO FORM FOR
THE CITY OF PORTLAND:

By: _____
City Attorney





LEGEND	
	BUILDING OUTLINE
	VACATED STREET RIGHT OF WAY
	EXISTING STREET RIGHT OF WAY
	EXISTING CHAIN LINK FENCE
	EXISTING IRON FENCE
	EXISTING CHAIN LINK FENCE TO BE REMOVED
	PROPOSED CHAIN LINK FENCE
	PROPOSED IRON FENCE
	EXCLUSIVE EASEMENT AREA UPRR TO COP (4,892 SF)
	UNDERGROUND STORM SEWER EASEMENT RESERVED BY UPRR (318 SF +/-)

TranSystems

2400 PERSHING ROAD
 SUITE 400
 KANSAS CITY, MISSOURI 64108
 PHONE: 816-329-8600
 FAX: 816-329-8602



DRAWN BY: SMW
 CHECKED BY: JRH
 DATE: 6/17/2014
 SHEET NUMBER: 1 of 1

UNION PACIFIC RAILROAD

Office of Assistant Vice President
 Engineering Design

LOCATION: East Portland, Oregon
 East Portland Connection

DWG TITLE: CITY EASEMENT AREAS A AND B
 EXHIBIT B

