

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6921

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORTLAND BUREAU OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$797,640 FOR THE FOSTER-WOODSTOCK STREETScape ENHANCEMENT PROJECT (CONSTRUCTION PHASE) IN THE LENTS TOWN CENTER URBAN RENEWAL AREA; AUTHORIZING DEDICATION OF RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENTS.

WHEREAS, the Foster-Woodstock Streetscape Enhancement Project (the "Project") will improve public safety, enhance the public environment, improve vehicular circulation, improve stormwater management, and facilitate future redevelopment and stimulate economic development in the Lents Town Center Urban Renewal Area (the "URA");

WHEREAS, the Project was developed with the assistance of stakeholders participating in an extensive public involvement process that began in March 2009 and concluded May 11, 2010;

WHEREAS, the Portland Development Commission ("PDC") and the Portland Bureau of Transportation ("PBOT") entered into an Intergovernmental Agreement dated September 10, 2008 (the "IGA") for the design elements of the Project and PDC's Board of Commissioners (the "Board") approved Amendment 1 to the IGA to increase PDC's investment to \$1,815,000 on December 9, 2009;

WHEREAS, PDC and PBOT have now negotiated an Intergovernmental Agreement for the construction phase of the Project in an amount not to exceed \$797,640 to leverage a \$1,930,000 Metropolitan Transportation Improvement Program grant for the Project substantially in the form attached hereto as Exhibit A (the "Agreement");

WHEREAS, the Project implements and builds upon design, planning and infrastructure improvement needs outlined in the Lents Town Center Business District Transportation Plan adopted by the City Council in 1999 and the Lents Town Center Urban Renewal Plan; and

WHEREAS, the construction of the Project requires right-of-way dedications ("ROW Dedications") and temporary construction easements ("TCEs") from PDC-owned property as depicted on the map attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to enter into the Agreement;

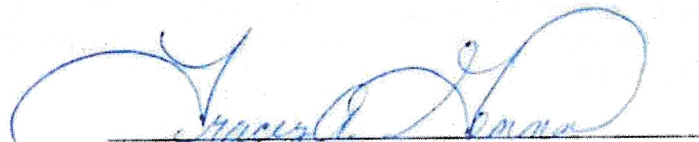
BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute the ROW Dedications substantially in the form attached hereto as Exhibit C;

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute the TCEs substantially in the form attached hereto as Exhibit D;

BE IT FURTHER RESOLVED that the Executive Director may approve changes to the Agreement, ROW Dedications or TCEs if such changes do not materially increase PDC's obligations or risks, as determined by the Executive Director in consultation with PDC's General Counsel; and

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its adoption.

Adopted by the Portland Development Commission February 22, 2012.



Recording Secretary

Exhibit A

IGA for Foster Woodstock Streetscape Enhancement Project

Portland Development Commission

Board of Commissioners

February 22, 2012

Resolution No. 6921

Exhibit A to the Resolution includes this cover page and the following:

- Intergovernmental Agreement with Portland Bureau of Transportation
 - Exhibit A - Scope of Work and Budget
 - Exhibit B - Amended Business and Workforce Equity Policy
 - Exhibit C - PDC Owned Property ROW Dedication & TCE Map



INTERGOVERNMENTAL AGREEMENT
Between
Portland Development Commission
And
Portland Bureau of Transportation
For the
Foster-Woodstock Streetscape Enhancement Project: Construction Phase(s)

This Intergovernmental Agreement (this "Agreement"), dated this ____ day of _____, 20__, ("Effective Date") is made and entered into by and between the **City of Portland, Bureau of Transportation** (the "Bureau" or "PBOT") and the **Portland Development Commission** ("PDC").

RECITALS

1. PDC, as the duly-designated Urban Renewal agency of the City of Portland, is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects.
2. The Bureau is responsible for transportation operations and improvements within the City public rights of way.
3. A cooperative partnership between PDC and the Bureau will be beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
4. Both parties desire to enter into an agreement that will establish terms and conditions by which one party will engage and compensate the other party for performing specific services.

Now therefore, the parties agree as follows:

AGREEMENT

I. The Project

A. Background

1. In 1999, Council adopted the Lents Town Center Business District Transportation Plan (the "Plan") which was developed in partnership between the Bureau, PDC, the Lents Town Center Urban Renewal Advisory Committee and the Lents Town Center Business District Transportation Plan Citizen Advisory Committee. The Plan identifies transportation system improvements that support the Plan's goal of revitalizing the area.
2. In 2006, PBOT and PDC collaborated on an application to METRO for Metropolitan Transportation Improvement Program ("MTIP") funding to implement the Plan.
3. In March 2007, PBOT was notified of funding award for \$1,900,000 to construct the Foster-Woodstock Streetscape Enhancement Project (the "Project"), to implement the Plan.
4. In September 2008, PDC approved an IGA (#508013) to PBOT for project matching fund requirements of \$200,000.
5. After extensive public input to define project area priorities, the PDC Board approved amending the IGA increasing it to \$1,815,000 for pre-design, design, and engineering work with the recognition of additional funding of approximately \$787,000 for non-MTIP participatory construction costs, based on PBOT's cost estimate. The \$1.9M MTIP grant would be maximized for all MTIP-participatory construction costs.
6. Included in the IGA were funds to acquire a critical parcel necessary for aligning SE 91st Avenue for increased pedestrian safety and improved vehicular movement.
7. Design and engineering for the Project is expected to be complete March 2012 with the Bid and Award phase of the Project, coordinated by the Bureau, to begin April 2012 with a projected completion date of December 2012.
8. The total estimated cost for the construction of the Project is \$2,514,044.00. Funding sources include PDC and MTIP. PDC's total contribution to this Project is approximately \$2,617,740.00 (\$1,815,000 for design and engineering and \$797,640.00 for construction)
9. Construction of the Project by the Bureau requires right-of-way dedications and a Temporary Construction Easement ("TCE") for certain PDC-owned property in the Project area from PDC. Accordingly, the parties shall enter into that certain Deed for Right-of-Way Purposes of even date herewith and that certain Temporary Construction Easement of even date herewith (collectively, the "ROW Documents").
10. The Bureau shall manage the construction contract according to City standards, except as provided herein and keep PDC informed of significant construction issues associated with the property identified in the ROW

Documents. The Bureau anticipates the Project to be substantially complete by December 2012.

11. This Agreement is the final Construction Phase of the Project. No future phases and/or additional work are anticipated.

B. Summary of Work and Budget

1. The following is a summary of the scope of work:

The Bureau will be fully responsible for bid and award of the Project contract, as well a construction of Foster-Woodstock Streetscape Enhancement Project as designed and engineered in the pre-construction phase (IGA#508013). The proposed work schedule, as of 1/15/12, is:

April/May 2012	Advertise for Bids
	Open Bids
May/June 2012	Award Bid
	Contract preparation
June/July	Preconstruction Meeting
	Notice to Proceed
	Begin Construction
December	Substantial Completion
June 2013	Final Completion Following Project Closeout

2. The following is a summary of the budget:

<u>Source</u>	<u>Total</u>	<u>F/Y</u>	<u>Use</u>
PDC – TIF	\$ 797,640	FY11/12 through FY 12/13	Construction and 2% for Arts
MTIP	\$1,930,000		Construction
Total	\$2,727,640		

3. A detailed description of the scope of work and the budget is set forth in Exhibit A (the “Scope of Work and Budget”) to this Agreement. The tasks, activities, and deliverables described in this Section B and detailed in the Scope of Work and Budget shall be referred to in this Agreement as the “Work”.
4. The Bureau will coordinate all ROW dedication and TCE’s with Multnomah County.

II. CONTRACT MANAGEMENT

A. The party for whom the Work is being performed, and who will be compensating the other party for performing the Work, shall be referred to in this Agreement as the "Funding Agency". PDC shall be referred to herein as the Funding Agency.

B. The party performing the Work for the Funding Agency shall be referred to in this Agreement as the "Performing Agency". The Bureau shall be referred to herein as the Performing Agency.

C. Funding Agency.

1. **Contract Signatory.** The Funding Agency Contract Signatory shall be Patrick Quinton, or such other person as designated in writing by the Funding Agency Director (the "Funding Agency Contract Signatory"). The Funding Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.

2. **Contract Manager.** The Funding Agency Contract Manager shall be Melissa Nelson (the "Funding Agency Contract Manager"). The Funding Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

D. Performing Agency.

1. **Contract Signatory.** The Performing Agency Contract Signatory shall be *Tom Miller*, or such other person as designated in writing by the Director (the "Performing Agency Contract Signatory"). The Performing Agency Contract Signatory is authorized to give notices and to carry out other actions referred to herein, including termination of this Agreement as provided in Section V.

2. **Contract Manager.** The Performing Agency Contract Manager shall be Kathryn Levine (the "Performing Agency Contract Manager"). The Performing Agency Contract Manager is responsible for the day-to-day management of this Agreement as provided herein and serves as the first level of conflict resolution.

E. Management Staffing.

1. A project manager shall be designated by the Performing Agency (the "Performing Agency Project Manager"), and a project manager shall be designated by the Funding Agency (the "Funding Agency Project Manager") to carry out the responsibilities designated in this Agreement.

a) The Funding Agency Project Manager shall be Sue Lewis, or such other person as designated in writing by Sara King.

b) The Performing Agency Project Manager shall be Rich Newlands, or such other person as designated in writing by Dan Layden and approved by the Funding Agency Project Manager.

2. If either project manager is not performing or is not able to continue performing the responsibilities designated in this Agreement, then the respective contract manager shall designate a replacement project manager. If a replacement project manager is not available, then upon written agreement of the parties, the other party may take on all project management responsibilities designated in this Agreement.
3. The Funding Agency Contract Manager and the Performing Agency Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either PDC or the Bureau desires to replace a project manager, or other key staff identified in section II.F. or section II.G. of this Agreement, the party's contract manager shall notify the other contract manager in writing, and if required, they will meet to discuss and agree on any necessary adjustments to provide adequate time to make such change.

F. Project Staffing – Performing Agency: The following Performing Agency personnel are being assigned to perform the Work. Only personnel listed below, or subsequently identified and authorized by the Funding Agency Project Manager, shall be reimbursed for performance of the Work. The Funding Agency will not unreasonably delay or withhold subsequent authorization for personnel identified by the Performing Agency to perform the Work, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified personnel to perform the Work.

1. Rich Newlands, Project Manager
2. Todd Liles, Construction Manager
3. Jennie Tower, Traffic Engineer
4. Ruthanne Bennett, Civil Engineer
5. Jimi Joe, Engineer of Record
6. Survey Crew, tbd
7. Signals & Street Lighting Inspector(s), tbd
8. Construction Inspector(s), tbd

G. Project Staffing – Funding Agency: The following Funding Agency personnel are being assigned to perform the Work.

1. Sue Lewis, Project Coordinator

H. Approvals.

1. No work shall be performed and no funds shall be obligated until this Agreement is executed.

2. The Performing Agency is not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

I. Project Management.

1. The Performing Agency Project Manager will be responsible for coordination and management of the construction contract, as well as the MTIP funding and coordination with Oregon Department of Transportation for the Project.
2. Performing Agency Project Manager will coordinate Project needs with other bureaus and/or agencies as necessary to complete the Project.
3. Project Status Report summaries will be provided in verbal communication on a monthly basis.

J. Public Involvement.

1. Where projects require public involvement, the Bureau and PDC will collaborate on design of the public involvement plan that is endorsed by both project managers.
2. The Bureau and PDC will keep each other informed of written material (e.g., news releases, brochures, news letters, reports) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution.
3. Each project manager will inform the other project manager of inquiry from a media or press representative and make reasonable efforts to consult with the other project manager prior to any verbal or written information on the Project being provided to such a representative; if unable to make a prior consultation, notice will be provided afterwards.

K. Meeting Participation. Each project manager will invite the other to attend all regular or significant Project meetings and to participate in steering, management, or technical advisory committees organized for the Project.

L. Work Product. The Funding Agency Project Manager will, upon his or her request, receive timely copies of all work products, including drawings, specifications, designs, draft and final copies of technical and consultant analysis and reports, construction progress reports, and key correspondence prepared or received during the course of the Project.

M. Subcontractors. A subcontractor is any other entity that the Performing Agency uses to carry out all or part of the Work.

1. The Performing Agency will have the sole authority to direct the work of any authorized and approved subcontractors. Subcontractors approved by the Funding Agency Project Manager: None
2. The Performing Agency and/or any approved subcontractors are not obligated to perform, and the Funding Agency is not authorized to pay for, any work not identified in the Scope of Work and Budget.

N. Regional Arts & Culture Council (RACC) – Percent for Art Program. City Code Section 5.74 sets the policy of the City of Portland to dedicate two percent of the total Eligible Costs, as defined by Code, or two percent of the total Eligible Funds, as defined by Code, of all Improvement Projects, as defined by Code, (whichever is less) to the selection, acquisition, fabrication, installation, maintenance, management, de-accessioning, community education, documentation and registration of Public Art.

1. This Agreement includes Eligible Costs and/or Eligible Funds for work conducted by the Bureau. The Bureau is responsible for fulfilling the requirements.
2. Payments to RACC will be calculated based on the Eligible Costs of an Improvement Project and will be made according to one of three options: payment in full upon signing of this Agreement; payment in full upon issuance of the construction contract; or installation payments upon signing of this Agreement and the construction contract. The parties elect to make a payment in full upon issuance of the construction contract. The RACC amount listed in Exhibit A is an estimate for budget purposes. The Bureau will determine full payment calculated on the construction contract which is to be awarded through the construction bid process. The Bureau will invoice PDC the full payment upon issuance of the construction contract.
3. A Funding Agency representative will be included in the Selection Panel as per City Code Section 5.74.020.F. A Performing Agency representative will not be included in the Selection Panel as per City Code Section 5.74.020.F.

O. Business and Workforce Equity

1. The Business Equity Program of PDC's Business and Workforce Equity Policy (the "Policy") shall apply if the Project is anticipated to have hard construction costs greater than \$200,000 and PDC's compensation under this Agreement is more than \$100,000. If the Business Equity Program applies, PDC's utilization goal for Emerging Small Businesses and Women and Minority owned-businesses (collectively, "M/W/ESBs") is twenty percent (20%) of the hard construction costs ("PDC's Goal") of the Project (the "Utilization Goal"). The Workforce Equity Program of the Policy shall apply if the Project is anticipated to have hard construction costs greater than \$200,000. If the Workforce Equity Program applies, all subcontracts greater than \$100,000 must comply with the Policy's Workforce Training and Hiring Program to, among other things, ensure that a minimum of twenty percent (20%) of labor hours in each apprenticeable trade performed by the contractor and subcontractors on the Project are worked by state-registered apprentices and to work toward achieving certain Workforce Goals, as such terms and requirements are further described in the Policy attached hereto as Exhibit B. The Utilization and Workforce Goals described in the Policy are aspirational only. There will be no legal consequence, including but not limited to termination, damages or liquidated damages, on account of the Performing Agency's failure to realize the goals described in the Policy. Nothing in this

Agreement shall require the Performing Agency to discriminate in the award of contracts on the basis of race, sex or other impermissible criterion, or otherwise to violate the law. If the Policy applies, the Bureau shall contact the PDC Contracts Coordinator to obtain the Business Equity Program Specifications and the Workforce Equity Program Specifications that outline the procedural requirements of the respective programs, including the information on utilization will be included in monthly Project Status Reports, as described in Section II.I.4 above.

P. Special Contract Management Provisions

1. The PDC Contract Manager shall review any sub consultant change orders in excess of \$10,000.00.

III. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A. The Funding Agency shall pay the Performing Agency a sum not to exceed **SEVEN HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED FORTY DOLLARS (\$797,640.00)** for accomplishment of the Work, subject to budget authorization by the Funding Agency.
- B. The funding is from Lents Town Center URA.
- C. The full amount of funds is not authorized in the current fiscal year's budget. If the Project funding spans multiple fiscal years, the PDC will encumber the funds as the funds are approved through budget appropriation. All funding is subject to budget appropriation. If the full amount of funds is not authorized in the current fiscal year's budget, it is acknowledged that contract amounts identified for expenditure in future fiscal years have not been appropriated in the current year budget. If funding has been identified in the Portland Development Commission Five-Year Budget Forecast, PDC staff agrees to recommend to the PDC Budget Workgroup that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets.
- D. An additional \$1,930,000 is provided through federal funding program (MTIP) for the Project as a whole (approximately \$213,596 for soft costs and \$1,716,404 hard costs).
- E. PDC funds shall only be expended on Tax Increment Financing eligible uses, for example, planning for improvements, design and engineering for improvements, and construction of improvements. Costs for operations, maintenance, and moving transit stock are not typically eligible for Tax Increment Financing.
- F. The Performing Agency may seek reimbursement from the Funding Agency for the following costs, subject to the expenditure of these funds for performance of the Work and within the authorized budget. In certain circumstances, such as advance payment to RACC, the Funding Agency Project Manager may authorize a prepayment of future expense obligations.

1. Direct Costs

- a) Personal Services. Covers reimbursement for direct wages paid to personnel engaged in performance of the Work.
 - b) Benefit Costs. Covers reimbursement for the fully loaded benefit costs associated with direct wages, which represents the actual benefit load attributable to the respective employees.
 - c) Materials & Services. Covers actual costs for the purchase of materials, supplies, and services, or reimbursement of incidental expenses and the Bureau or PDC support staff personal services where the expenditure is for performance of the Work and within the authorized budget.
 - d) Contracted Services. Covers reimbursement for contracted professional or construction services in carrying out the Work and within the authorized budget.
2. Indirect Costs. Covers reimbursement for overhead costs at the rate established annually, for the Bureau in accordance with City Code Section 5.48 and for PDC in accordance with Cost Recovery Policy through Resolution 6560.
- a) This Agreement was originated in Fiscal Year 2011-12. For that Fiscal Year, the Bureau's rate is 71.56% (Seventy-One and Fifty-Six One Hundredths Percent) of Personal Services and Benefit Costs. The Bureau Indirect costs pay for generally fixed costs related to the administration and operation, as well as program management costs including Council charges, executive management staff, rent, telephone, power, insurance, office supplies, and equipment.
 - b) If this Agreement extends to a new Fiscal Year, the Performing Agency Contract Manager shall provide written notification to the Funding Agency Contract Manager of the new Fiscal Year rate.
3. The Funding Agency Project Manager shall be immediately notified of any actual or anticipated variance between the authorized budget and the estimated cost or expenditures described in the Scope of Work and Budget. The parties shall then make a good faith effort to negotiate for a successful modification to this Agreement. Unless this Agreement is modified, the Funding Agency shall not be obligated to make payments for costs that exceed the authorized budget.
- G.** Expense Costs. Expenses, including personal services, incurred for out of town travel, training, educational expenses and equipment purchase are not reimbursable under this Agreement unless mutually agreed to in advance.
- H.** Change Management Controlled by Performing Agency. "Change management" is the process by which the impact of changes is controlled or mitigated and alterations are evaluated, approved, and incorporated into the Scope of Work and Budget. It is required that funds for change management be identified in the Scope of Work and Budget. These funds are intended to be used to accommodate such changes within

the specific task or fiscal year. The funds shall be managed by the Performing Agency, which shall notify the project manager and contract manager of the Funding Agency in writing of their use.

- I. Contingency Controlled by Funding Agency. It is required that an amount for project contingency be identified in the Scope of Work and Budget. Communications regarding events that may lead to the usage of the contingency are described in Section V. B. Use of all or part of the contingency must be approved in writing by the Funding Agency, including underlying change orders.

IV. BILLING AND PAYMENT PROCEDURE

- A. The Performing Agency shall submit to the Funding Agency Project Manager a separate itemized billing for work performed as described in the Scope of Work and Budget for review and approval at least quarterly.
 1. In order to receive timely payment, interim billings must be received no later than thirty (30) days following the end of a billing period.
 2. Final billings upon termination or early termination of this Agreement need to be received within sixty (60) days of the date of termination. If no bill or interim Project Status Report is received within this time period, the Funding Agency will have no obligation to honor late billings.
- B. Each billing shall include a Billing Detail Report in a format created and/or approved by the Funding Agency. At a minimum, each billing shall include:
 1. a description of the nature and cost of work accomplished;
 2. the names, rates and hours worked of personnel;
 3. disbursements to consultants, contractors and outside vendors for materials and services; and
 4. any other specific detail or documentation as desired by the Funding Agency Contract Manager, which can be reasonably provided by the Performing Agency.
- C. If billings are received with incomplete information or disputed items, the Funding Agency will advise the Performing Agency in writing what specific information is missing or disputed. The Funding Agency will proceed to process payment for items not in dispute.

V. GENERAL

A. Termination.

1. The Termination Date of this Agreement is August 30, 2013.
2. Early Termination of Agreement.

- a) This Agreement may be terminated at any time by mutual written consent.
- b) Upon thirty (30) days written notice, either party may terminate this Agreement where the public interest requires work to cease.
- c) In the event of early termination of this Agreement, the work shall cease promptly and a final billing request submitted within sixty (60) days of the effective date of termination. In the event of early termination, eligible costs incurred through the date of the Agreement's termination will be reimbursed.

B. Change and Conflict Resolution.

1. Every effort has been made to accurately identify the scope, schedule and budget for the Work. The Performing Agency and the Funding Agency recognize that events and conditions may arise that significantly impact the Project. A "significant" impact is one that may require expenditure of the Funding Agency controlled contingency, increase the budget beyond the total authorized budget amount shown in the Scope of Work and Budget, or delay completion of this phase of the Project more than one year. Should either party identify or foresee such a circumstance, both parties agree to the following:

- a) As soon as practicable, notify both the project manager and contract manager of the other party in writing of the circumstance, its origin and anticipated or confirmed impact.
- b) Both project managers shall make reasonable efforts to meet within 14 days to identify anticipated or confirmed affects to the Project's scope, schedule and budget.
- c) Both parties shall seek to reach agreement on any necessary revisions to this IGA as described below in Section V. B. 2.

2. If a dispute arises regarding performance, cost, schedule, scope, quality or other terms and conditions of this Agreement, all parties agree to exercise good faith in expeditiously resolving said conflict in the following manner.

- a) All conflicts should first be discussed and resolved if at all possible by the project managers specified in Section II.
- b) If the conflict cannot be resolved by the project managers, or involves one of the project managers, then the conflict should be elevated to the contract managers specified in Section II for discussion and resolution.
- c) Any conflicts not resolved by the contract managers shall be elevated to the contract signatories for discussion and resolution.

C. Compliance with Laws. In connection with its activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

D. Indemnification.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, City agrees to indemnify, hold harmless and defend, PDC, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, PDC agrees to indemnify, hold harmless and defend, City, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the activities of PDC, its directors, employees or agents under this Agreement.

E. Subcontracting. Work under this Agreement shall not be subcontracted in whole or in part to other than City agencies, without the prior written approval of the Funding Agency Project Manager. The Funding Agency will not unreasonably delay or withhold subsequent authorization for contractors identified by the Performing Agency to perform the Work under the Agreement, and its failure to notify the Performing Agency in writing of denial of authorization within 10 business days after the Funding Agency Project Manager's receipt of a written request for authorization from the Performing Agency shall be deemed as authorizing those identified contractors to perform the Work. The Performing Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Performing Agency as specified in this Agreement. Notwithstanding approval by the Funding Agency Project Manager of a subcontractor, the Performing Agency shall remain obligated for full performance hereunder, and the Funding Agency shall incur no obligation to the subcontractor hereunder. The Performing Agency shall have the sole authority to direct the work of any authorized and approved subcontractors.

F. Ownership of Work Product.

Ownership of any and all plan sets, technical data, documents, plans, designs, drawings, technical data reports, specifications, working papers and other materials produced in connection with this Agreement (the "Work Product") will be handled as described below. Ownership of the Work Product includes all rights, title and interest, including but not limited to copyright rights of specified Work Products. Notwithstanding anything to the contrary contained herein, the parties acknowledge that section 17.24.085 of the City Code may require that all or part of the Work Product will become the property of the City and be transferred to the City Engineer upon completion of the Project.

1. Except as described in paragraph 2 below, the Performing Agency shall own all Work Product.
2. If the parties determine that the Performing Agency is unable or unwilling to complete the Project, and the Funding Agency determines that a transfer of

ownership of the Work Product is necessary in order to effect completion of the Project, upon the Funding Agency's written request the Performing Agency shall assign ownership of the Work Product to the Funding Agency.

3. Regardless of ownership of the Work Product, both parties shall have reasonable access to the Work Product.

G. Delivery / Maintenance of Records. The Performing Agency shall maintain records on a current basis to support its billings to the Funding Agency. The Funding Agency or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Performing Agency regarding its billings or its work hereunder, for a period of 3 years after completion or termination of this Agreement.

H. Funding Acknowledgement / Signage.

1. Any oral reports made to neighborhood, business, or other civic organizations, as well as to any members of the press shall acknowledge work being done is based on a partnership between the Bureau and the Portland Development Commission and, if appropriate, financed by "*the Lents Town Center Urban Renewal Project*".
2. For projects involving construction activities funded by PDC, the Bureau shall display a sign near the construction site and readily visible to the public, specifying that the Project is being "*funded by the Portland Development Commission's Lents Town Center Urban Renewal Project*". The sign shall remain in place until construction is complete.

VI. Amendments

1. Except as otherwise provided for in this Agreement, the Bureau or PDC may amend this Agreement only in writing signed by the contract signatories.
2. Changes to the Scope of Work and Budget:
 - a) Changes to the Scope of Work and Budget, including changes to scope, schedule, and budget identified in Section I, which do not increase the total compensation under this Agreement, may be made upon written agreement by the project managers identified in Section II of this Agreement.
 - b) Changes will not take effect or be binding on either party until agreed to in writing.

VII. Merger Clause

This Agreement contains the entire agreement between PDC and the Bureau. It supersedes all prior written or oral discussions or agreements concerning work to be performed by either party.

[Signature page to follow]

IN WITNESS WHEREOF, the Bureau and PDC have executed this Agreement as of the Effective Date.

CITY OF PORTLAND

PORTLAND DEVELOPMENT COMMISSION

Tom Miller, Director, Portland Bureau
of Transportation
(Executed under authority delegated by
Ordinance No. XXXXXX, passed by
Council February 22, 2012.)

Patrick Quinton, Executive Director

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Legal Counsel

City Auditor

Date

Exhibit A: Foster-Woodstock Streetscape Enhancement Project Budget Summary

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Intergovernmental Agreement - Exhibit A												
2													
3	Scope Work and Budget												
4	Foster Woodstock Streetscape Enhancement Project: Construction Phase												
5													
6	Fiscal Year 2012-13												
7													
8	Tasks and/or Deliverables			Budget Uses				Budget Sources					
9	#	Description	Completion Date	Personal Services	Materials & Services	Capital Outlay	Subtotals	Funding Agency: MTIP Grant	Performing Agency	Other Sources	Subtotals		
10	A	Construction Contract Estimate: includes 15% for contract/bid contingency		\$ -	\$ 2,413,404.00	\$ -	\$ 2,413,404.00	\$ 1,716,404.00	\$ 697,000.00	\$ -	\$ 2,413,404.00		
11		Construction Engineering		\$ 132,129.00			\$ 132,129.00	\$ 132,129.00			\$ 132,129.00		
12		Project Management		\$ 81,467.00			\$ 81,467.00	\$ 81,467.00			\$ 81,467.00		
13													
14	B	Change Management (Performing Agency Controlled)		\$ -	\$ 15,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
15				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	C	Contingency (Funding Agency Controlled)		\$ -	\$ 75,000.00	\$ -	\$ 25,000.00	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00	\$ -	\$ 75,000.00
17													
18			Subtotals =	\$ 213,596.00	\$ 2,503,404.00	\$ -		\$ 1,930,000.00	\$ 782,000.00	\$ -			
19			Fiscal Year Total =				\$ 2,712,000.00	\$ 1,930,000.00	\$ 782,000.00			\$ 2,712,000.00	
20													
21													
22		RACC Percent for Art PROJECT TOTAL =		Based on POC portion only. Per PBOT, MTIP funds exempt			\$ 15,640.00	\$ -	\$ 15,640.00		\$ 15,640.00	\$ 15,640.00	
23		PROJECT TOTAL =					\$ 2,727,640.00	\$ 1,930,000.00	\$ 797,640.00		\$ 2,727,640.00		
24													
25													
26		IGA TOTAL AUTHORIZED AMOUNT =							\$ 797,640.00				
27													
28													

1. A finding of breach of contract.
 2. Disqualification of the developer, contractor or subcontractor to receive future PDC Resources or bid on future PDC solicitations.
 3. A claim for liquidated damages.
 4. Withholding of progress payments.
- G. Administration.** The Executive Director shall develop and administer administrative procedures and/or guidelines, and make any determinations necessary, to implement and manage the Policy.
- H. Exemptions.**
1. The Policy shall not apply to projects within an Enterprise Zone or PDC Resources derived from Business Financial Resource Tools that are intended to be used for working capital or property acquisition.
 2. Any exemption or waiver of requirements of the Policy other than those stated in the Policy shall require approval of the Board.

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6787

**ADOPTING AN AMENDED BUSINESS AND WORKFORCE
EQUITY POLICY**

WHEREAS, the PDC Board of Commissioners (the "Board") adopted the Business and Workforce Equity Policy (the "Policy") on February 27, 2008 (Resolution No. 6561), with the objective of ensuring fair and equitable opportunities to Portland's diverse populations, promoting prosperity in all segments of Portland's diverse communities, fostering economic growth, and expanding competition in the market;

WHEREAS, the Policy was subsequently amended on January 29, 2009 (Resolution 6667) to add language from the Construction Wage Policy and incorporate workforce goals recommended by the Workforce Diversity Strategy Committee;

WHEREAS, the Policy objectives are pursued through the establishment of two separate and distinct programs: (1) the Business Equity Program (formerly the Good Faith Effort Program); (2) the Workforce Equity Program (principally, the Workforce Training and Hiring Program);

WHEREAS, it has subsequently been determined that small businesses are often negatively impacted by late payment on invoices and the addition of a "Prompt Payment" requirement to the Policy would be beneficial for small businesses;

WHEREAS, the applicability of the Workforce Equity Program for Intergovernmental Agreements ("IGAs") and a definition for IGAs was inadvertently left out of the Policy and should be added;

WHEREAS, to better facilitate implementation, the majority of the requirements established in the Project Apprenticeship and Equity Agreement ("PAEA") outlined in the Policy will be incorporated into the guidelines that will be distributed to developers and contractors and, therefore, the PAEA section should be removed from the Policy;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts an amended Business and Workforce Equity Policy, in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately after its adoption.

Business and Workforce Equity Policy (Amended _____)

A. OBJECTIVES OF THE POLICY

The objective of the Business and Workforce Equity Policy (the "Policy") is to:

- Ensure that the Portland Development Commission's ("PDC's") work provides professional, supplier and construction contracting opportunities to small businesses that have been historically under utilized including businesses owned by People of Color, Women and Emerging Small Businesses (collectively, "M/W/ESBs") and to encourage the participation of businesses owned by veterans on Direct Contracting, Land Transactions and on work utilizing PDC Resources including Interagency and Intergovernmental Agreements; and
- Maximize apprenticeship opportunities in the construction trades and ensure employment opportunities for People of Color and Women and encourage the employment of people with disabilities and veterans on Direct Contracting, Land Transactions and on work utilizing PDC Resources.

In this way, it is PDC's aim to ensure fair and equitable opportunities to Portland's diverse populations, promote prosperity in all segments of Portland's diverse communities, foster economic growth, and expand competition in the market.

The Policy replaces the existing policy adopted by the Board on December 18, 1997 (Resolution No. 5066) that authorized implementation of the Disparity Study Implementation Plan and policies concerning fair contracting and workforce training, including the Good Faith Effort Program and Workforce Training and Hiring Program.

The Policy objectives are pursued through the establishment of two separate and distinct programs.

- The Business Equity Program; and
- The Workforce Equity Program.

B. DEFINITIONS

1. "Board" means the PDC Board of Commissioners.
2. "Business Financial Resource Tools" means certain PDC business financial assistance programs including, but not limited to, the Quality Jobs Program, the Economic Opportunity Fund, the Direct Tax Increment Loan, and the EDA Revolving Loan and Real Estate Fund.
3. "Certified Firms" include M/W/ESB firms that have been certified by the State of Oregon as a Minority-owned business, a Women-owned business or an emerging small business.
4. "DA" or "DDA" means, respectively, a Development Agreement or a Disposition and Development Agreement that is typically entered into by and between a developer and PDC that sets forth the terms and conditions of property conveyance, if any, and the requirements for redevelopment of the property.

5. "Direct Contracting" included all professional, supplier and construction services purchased directly by PDC.
6. "Enterprise Zone" is a 5-year, 100% tax abatement program designed to encourage existing and new industrial firms to invest in new capital outlays in certain designated areas. Participating firms are required to create or retain quality jobs while maximizing the economic benefits for residents of Portland who are currently earning at or below 80% Median Family Income.
7. "Flexible Service Contract" is a contract for services that has repetitive requirements on an as-needed basis and may include Personal Services Contracts that have such repetitive requirements.
8. "Hard Construction Costs" is the cost to build improvements on a property, including all related construction labor and materials, including fixed and built-in equipment costs. Costs not directly related to the construction of an improvement, such as entity overhead, administration or taxes, or other professional services including architectural or engineering, shall not be considered a part of the Hard Construction Costs.
9. "Intergovernmental Agreement" is an agreement between PDC and another government entity, including the City of Portland.
10. "Land Transactions" is the sale of real property by PDC at any price for the purpose of a private or public project through a DDA.
11. "PDC-Owned Construction Contracts" include contracts where PDC has a direct contractual relationship with the contractor and where PDC is the owner of the project.
12. "PDC Resources" include:
 - (i) PDC funds in the form of grants, loans or payments. For purposes of calculating PDC Resources, any PDC funds used by a single entity for a single project in the form of grants, loans or payments shall be combined to determine the total amount of PDC Resources; and
 - (ii) The value of a Land Transaction. For purposes of calculating the value of a Land Transaction the value shall be that specified in the DDA.
13. "PDC Sponsored Projects" include all projects that are privately owned and constructed involving a Disposition and Development Agreement, Development Agreement, loan agreement, or other type of financial assistance agreement with PDC.
14. "People of Color" as used in this Policy includes persons who self identify as being other than Caucasian.
15. "Personal Services Contract" is a contract for specialized skills, knowledge or unique resources in the application of highly-technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment. Such services include, but are not limited to the services of architects, engineers, surveyors, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers.

16. "Utilization Goal" shall mean the percentage goals set for Certified Firms and workforce utilization on contracts and projects subject to the Policy.
17. "Workforce Goals" means the goals covering construction trades to utilize People of Color and Women as a percentage of total construction hours worked in a PDC Project.
18. "Workforce Training and Hiring Program" means the Workforce Training and Hiring Program originally authorized by the Board on December 18, 1997 (Resolution No. 5066) and further amended on September 16, 1998 (Resolution No. 5171) and reauthorized on February 27, 2008 (Resolution No. 6561) that pertains to apprentice utilization.

C. THE BUSINESS EQUITY PROGRAM

1. **Purpose of the Business Equity Program.** To ensure PDC provides professional, supplier and construction contracting opportunities to Certified Firms and to encourage the participation of businesses owned by veterans on Direct Contracting, Land Transactions and on work utilizing PDC Resources.
2. **Applicability.** Direct Contracting entities, entities involved in a Land Transaction or entities receiving PDC Resources shall be obligated to comply with the Business Equity Program, upon meeting any one of the following criteria:
 - a) A PDC Personal Services Contract for any amount;
 - b) A PDC-Owned Construction Contract greater than \$200,000;
 - c) A PDC Sponsored Project receiving more than \$300,000 of PDC Resources to finance a project with Hard Construction Costs greater than \$300,000; or
 - d) Intergovernmental Agreement with Hard Construction Costs greater than \$200,000 and more than \$100,000 in PDC Resources, whether performed by PDC or another agency. The Executive Director or the Executive Director's designee may defer to the other agency's program if its program is similar to PDC's program. If PDC defers to the other agency's program, utilization reports shall be provided to PDC by the other agency on a monthly basis.
3. **Utilization Goals for Certified Firms.** The following Utilization Goals are established upon the initial adoption of the Policy. The Executive Director is responsible thereafter for annually reviewing the Utilization Goals, and is authorized to modify them based on such annual analysis:
 - a) Personal Services Contracts: 25 percent of the payments made under such contracts;
 - b) PDC-Owned Construction Contracts: 20 percent of Hard Construction Costs;
 - c) PDC Sponsored Projects: 20 percent of Hard Construction Costs for residential low-rise construction and 20 percent of the Hard Construction Costs for commercial high-rise construction as calculated by an analysis of availability and capacity of Certified Firms for the specific project;

- d) Intergovernmental and Intergovernmental Agreements: the PDC program shall apply. However, PDC may defer to the other agency's program if their program is similar to PDC's program with monthly reporting provided to PDC; and
 - e) Flexible Service Contracts:
 - (i) 30 percent of the total number of contracts in any fiscal year; AND
 - (ii) 25 percent of the payments made under such contracts.
4. **Notice and Timing.** Should a party receive PDC Resources after it has expended funds on a project, started construction, or taken other action that would impair its ability to comply with the Business Equity Program, PDC (the project manager, with assistance from the M/W/ESB Coordinator) may negotiate a Certified Firm participation level that is reasonable and may provide technical assistance to achieve that negotiated Utilization Goal.
5. **Prompt Payment.** The Contractor and/or Developer shall pay all subcontractors and suppliers within ten calendar days after receiving payment from PDC on all PDC-owned and sponsored construction projects.

D. THE PDC WORKFORCE EQUITY PROGRAM

1. **Purpose of the Workforce Equity Program.**
- a) To maximize apprenticeship opportunities in the construction trades and ensure employment opportunities for People of Color and Women on Direct Contracting, Land Transactions and on work utilizing PDC Resources; and
 - b) To encourage the employment of people with disabilities and veterans on Direct Contracting, Land Transactions and on work utilizing PDC Resources.
2. **Applicability.** Direct Contracting entities, entities entering into a DA or DDA or entities receiving PDC Resources shall be obligated to comply with the Workforce Equity Program upon meeting any one of the following criteria:
- a) On a PDC-Owned Construction Contract or an Intergovernmental Agreement greater than \$200,000, the Workforce Equity Program shall apply to:
 - (i) The prime contract; and
 - (ii) Any subcontract greater than \$100,000.
 - (iii) The Executive Director or the Executive Director's designee may defer to the other agency's program if its program is similar to PDC's program. If PDC defers to the other agency's program, utilization reports shall be provided to PDC by the other agency on a monthly basis.
 - b) On a PDC Sponsored Project the Workforce Equity Program shall apply if the project receives \$300,000 or more of PDC Resources to finance a project with a Hard Construction Cost greater than \$1,000,000 and shall apply to:

- (i) The prime contract; and
- (ii) Any subcontract greater than \$100,000.

3. Requirements.

a) Projects subject to the Workforce Equity Program shall:

- (i) Comply with the Workforce Training and Hiring Program to, among other things, ensure that a minimum of twenty percent (20%) of labor hours in each apprenticeable trade performed by the contractor and subcontractors are worked by state-registered apprentices, as such requirements are further described therein; and
- (ii) Work toward achieving the Workforce Goals phased over a ten-year period as outlined in the table below. The percentage of hours set forth below includes both apprenticeship hours and journey level hours.

Workforce Goals

Fiscal Year	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018
Female	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%
People of Color	25.5%	26%	26.5%	27%	27.5%	28%	28.5%	29%	29.5%	30%

- (iii) Make all reasonable and necessary efforts to employ a workforce that reflects the diversity of the City of Portland, including recruitment of a diverse workforce through the unions, the apprenticeship programs and other community resources.

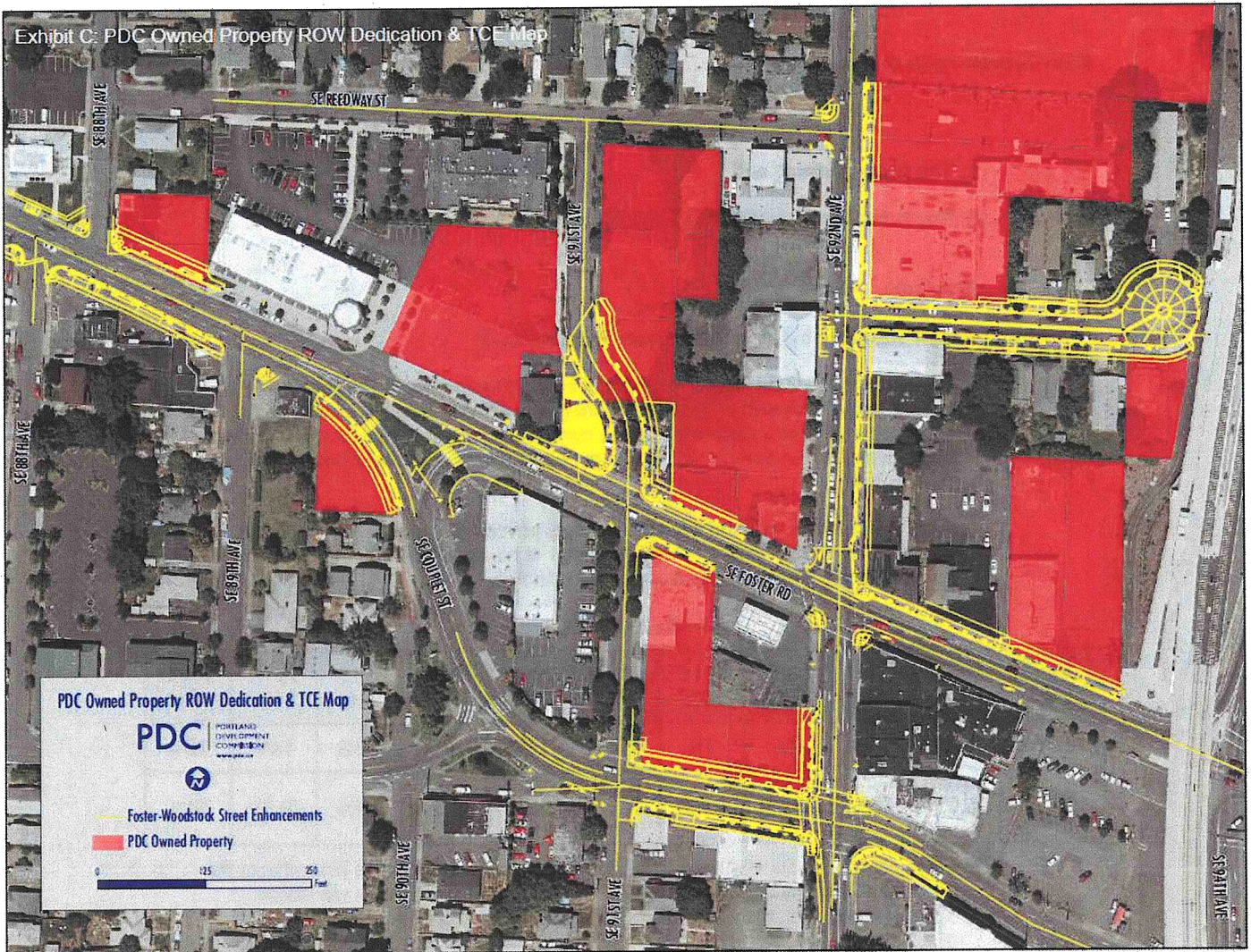
b) Projects subject to the Workforce Equity Program are encouraged to employ people with disabilities and veterans.

4. Notice and Timing. Should a party receive PDC Resources after it has expended funds on a project, started construction, or taken other action that would impair its ability to comply with the Workforce Equity Program, PDC (the Project Manager, with assistance from the M/W/ESB Coordinator) may negotiate a level of compliance that is reasonable and may provide technical assistance to achieve that negotiated Workforce Goal.

E. Equal Employment Opportunity Certification. Contractors and subcontractors subject to the Policy must be certified by the City of Portland as an Equal Employment Opportunity Employer.

F. Damages. The procedural requirements of the Policy are contractual obligations. In the event that PDC determines, in its sole and absolute discretion, that the procedural requirements of the Policy have not been complied with, then PDC's finding may result in one or more of the following:

Exhibit C: PDC Owned Property ROW Dedication & TCE Map



Care was taken in the creation of this map, but it is provided "as is." The Portland Development Commission (PDC) cannot accept any responsibility for errors, omissions, or positional accuracy and therefore, there are no warranties that accompany this product. Information Sources: PDC Geographic Information System and City of Portland Bureau of Transportation, February 2012.



Care was taken in the creation of this map, but it is provided "as is." The Portland Development Commission (PDC) cannot accept any responsibility for errors, omissions, or positional accuracy, and therefore, there are no warranties that accompany this product. Information Sources: PDC Geographic Information System and City of Portland Bureau of Transportation. February 2012.

Grantor's Name & Address:
Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that the **City of Portland, acting by and through its Portland Development Commission**, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("City"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon, being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

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

- A. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property in Grantor's possession which includes documents in the possession of Grantor's contractors or agents. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

R/W # 7170-31

1S2E16CA TL 11700

After Recording Return to :

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantor warrants, to the best of its knowledge, that there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. To the extent permitted by Oregon law and within the limits of the Oregon Tort Claims Act, the Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Subject Property caused or contributed to by Grantor. This provision shall not apply to a release of hazardous substances onto or from the Subject Property caused by the officers, agents or employees of the City. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property, to Grantor's knowledge, is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend the same to the City against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the City
of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by Patrick Quinton, Executive Director of the Portland Development Commission, the duly
designated urban renewal agency of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

\\7170-31\Dedication-PDC-11-2-11.doc

Exhibit A

Dedication

Parcel No. 1S2E16CA-11700

September 21, 2011

A Portion of that tract of land described in statutory warranty deed document number 98163362, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

BEGINNING at a point on the West line of the above described tract of land, where said west line intersects the southerly right of way line of S.E. Woodstock Blvd. Said right of way being 19 feet southerly of the centerline of said Woodstock Blvd. as measured perpendicular there from. Said point being also the Point of Curvature (P.C.) of a 236.00 foot radius curve to the right, having a central angle of 39°00'56" and a chord bearing and distance of South 37°01'05" East, 157.62 feet respectively;

Thence along the arc of said curve, a distance of 160.70 feet, to the westerly right of way line of S.E. 90TH Ave., which is of variable width.

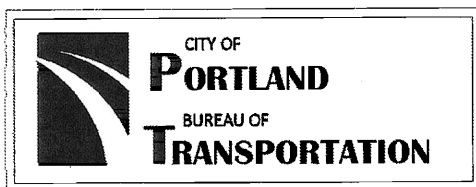
Thence South 02°21'39" West, along said westerly right of way line, a distance of 11.28 feet, to the south line of said tract;

Thence North 86°25'54" West, along said south line, a distance of 3.60 feet to the P.C. of a 229.00 foot radius, non tangent curve to the left, having a central angle of 40°17'03" and a chord bearing and distance of North 35°19'15" West, 157.71 feet respectively;

Thence along the arc of said curve a distance of 161.01 feet to the westerly line of said tract;

Thence North 02°21'39" East, along said westerly line, a distance of 8.22 feet to the POINT OF BEGINNING.

Containing 1,146 square feet, more or less.



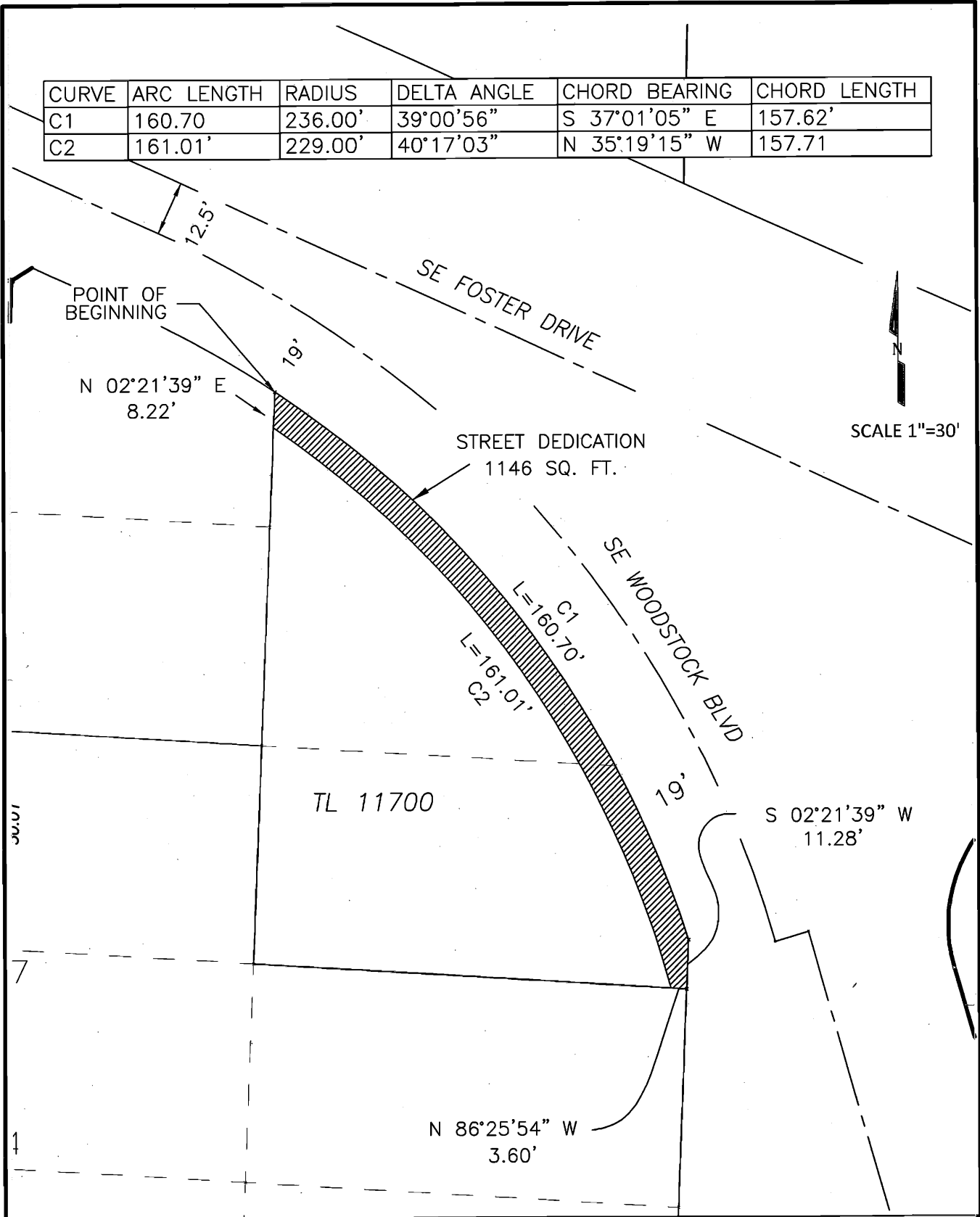
1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	160.70	236.00'	39°00'56"	S 37°01'05" E	157.62'
C2	161.01'	229.00'	40°17'03"	N 35°19'15" W	157.71



CITY OF PORTLAND OFFICE OF
 TRANSPORTATION & DEVELOPMENT
 SURVEY SECTION
 1120 S.W. 5TH AVE. SUITE 800
 PORTLAND, OREGON 97204
 PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
 FOSTER STREET SCAPE
 STREET DEDICATION
 TAX PARCEL 1S2E16CA-11700



Grantor's Name & Address:

Portland Development Commission

Attn:

222 NW 5th Ave.

Portland, OR 97209

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that the **City of Portland, acting by and through its Portland Development Commission**, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("City"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon, being particularly described as follows ("Subject Property"):

As described on Exhibits A1, A2, and A3 and shown on Exhibits B1, B2, and B3 attached hereto and by this reference made a part hereof.

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

- A. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property in Grantor's possession which includes documents in the possession of Grantor's contractors or agents. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

R/W # 7170-32

1S2E16CA TL 10500, 10600, 10700

After Recording Return to :

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantor warrants, to the best of its knowledge, that there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. To the extent permitted by Oregon law and within the limits of the Oregon Tort Claims Act, the Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Subject Property caused or contributed to by Grantor. This provision shall not apply to a release of hazardous substances onto or from the Subject Property caused by the officers, agents or employees of the City. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property, to Grantor's knowledge, is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend the same to the City against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the City
of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by Patrick Quinton, Executive Director of the Portland Development Commission, the duly
designated urban renewal agency of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

\\7170-32\Dedication-PDC-11-2-11.doc

Exhibit A1

Dedication

Parcel No. 1S2E16CA-10500

September 21, 2011

A Portion of Parcel III described in statutory warranty deed document number 2008-090918, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Beginning at a point on the southerly line of lot 3 of said Parcel III where said line intersects the west right of way line of S.E. 92nd Ave.;

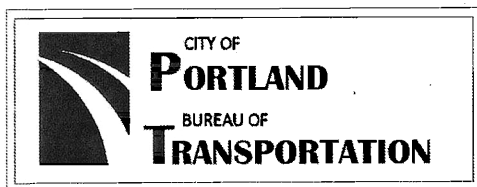
Thence North 86°25'54" West, along said southerly line, a distance of 10.01 feet;

Thence, North 01°37'26" East, parallel with S.E. 92nd Ave a distance of 50.03 feet to the northerly line of said lot 3;

Thence, South 86°25'54" East, along said northerly line, a distance of 10.01 feet to the westerly right of way line of S.E. 92nd Ave.;

Thence South 01°37'26" West, along said right of way line, a distance of 50.03 feet to the POINT OF BEGINNING.

Containing 501 square feet, more or less.



1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821

Exhibit A2

Dedication

Parcel No. 1S2E16CA-10600

September 21, 2011

A Portion of Parcel III described in statutory warranty deed document number 2008-090918 , Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Beginning at the southeast corner of said Parcel III said corner is at the intersection of the northerly right of way line of S.E. Woodstock BLVD and the westerly right of way line of S.E. 92nd Ave.;

Thence North 79°48'00" West, along said northerly right of way line, a distance of 100.72 feet to the westerly property line of said Parcel III;

Thence North 02°07'05" East, along said westerly property line, a distance of 11.11 feet;

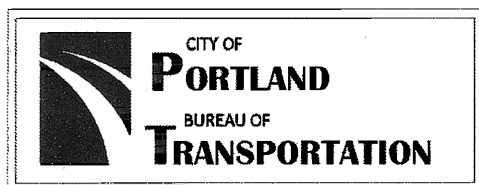
Thence, South 79°48'00" East, parallel with said northerly right of way line, a distance of 90.51 feet;

Thence, North 01°37'26" East, a distance of 35.35 feet to the northerly line of Lot 4 of said Parcel III;

Thence South 86°25'54" East, along the northerly line of said Lot 4, a distance of 10.01 feet to said westerly line of S.E. 92nd Ave.;

Thence, along said westerly right of way line, South 01°37'26" West, a distance of 47.64 feet to the POINT OF BEGINNING.

Containing 1,467 square feet, more or less.



1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821

Exhibit A3

Dedication

Parcel No. 1S2E16CA-10700

September 21, 2011

A Portion of Parcel 1 described in statutory warranty deed document number 2008-090918, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

BEGINNING at the point of intersection of the northerly right of way line of S.E. Woodstock BLVD. and the easterly right of way line of S.E. 91st Ave.;

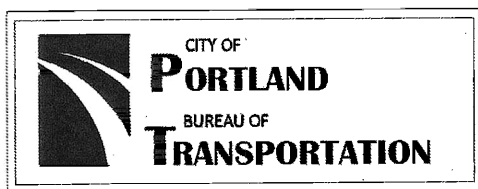
Thence North 02°07'05" East, along said easterly right of way line, a distance of 11.11 feet;

Thence, leaving said right of way line, South 79°48'00" East, parallel with said northerly right of way line, a distance of 100.97 feet to the easterly line of said Parcel 1;

Thence, along said easterly line, South 02°07'05" West, a distance of 11.11 feet to the northerly right of way line of S.E. Woodstock Blvd;

Thence North 79°48'00" West, along said northerly right of way line, a distance of 100.97 feet to the point of beginning.

Containing 1,111 square feet, more or less.

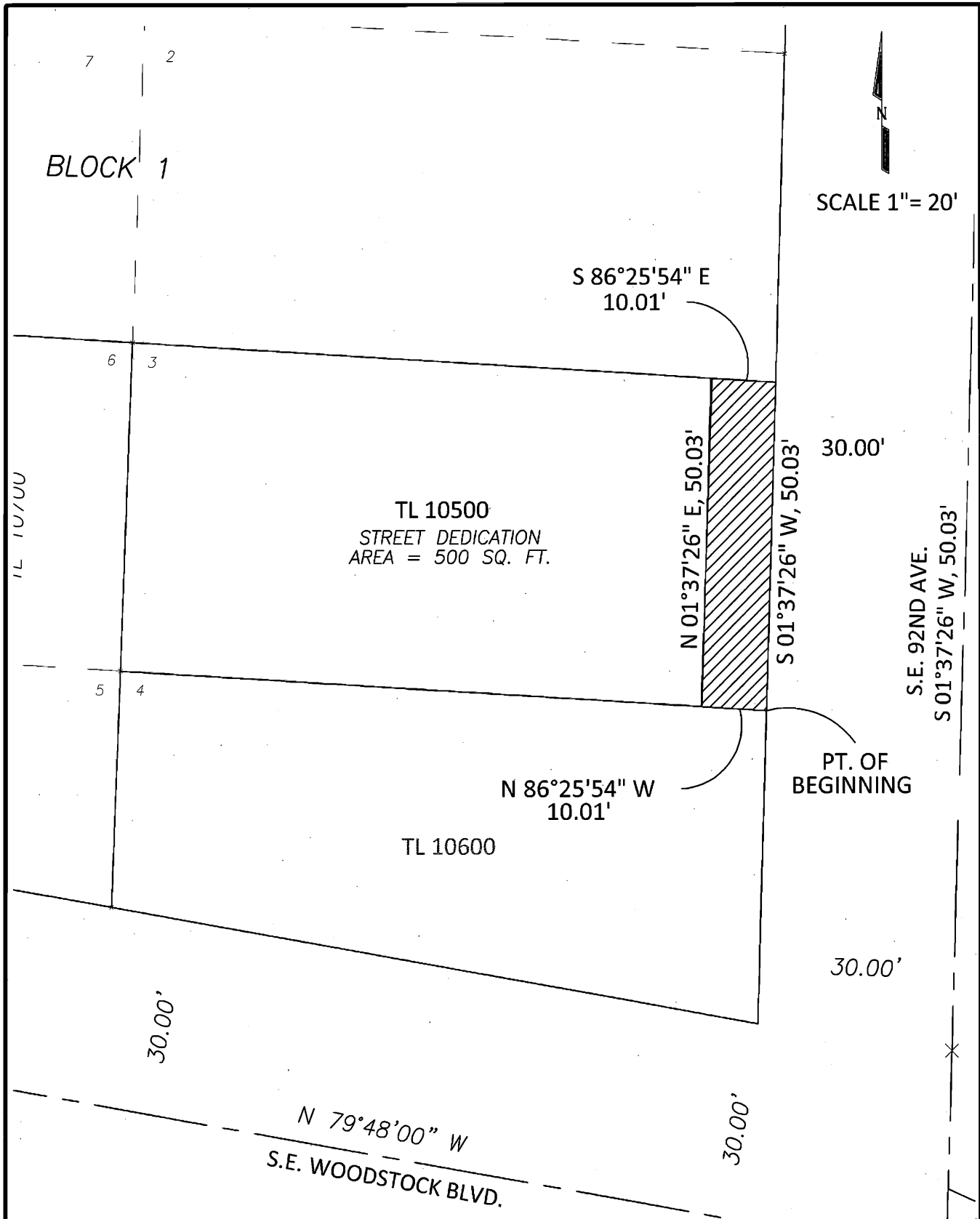


1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

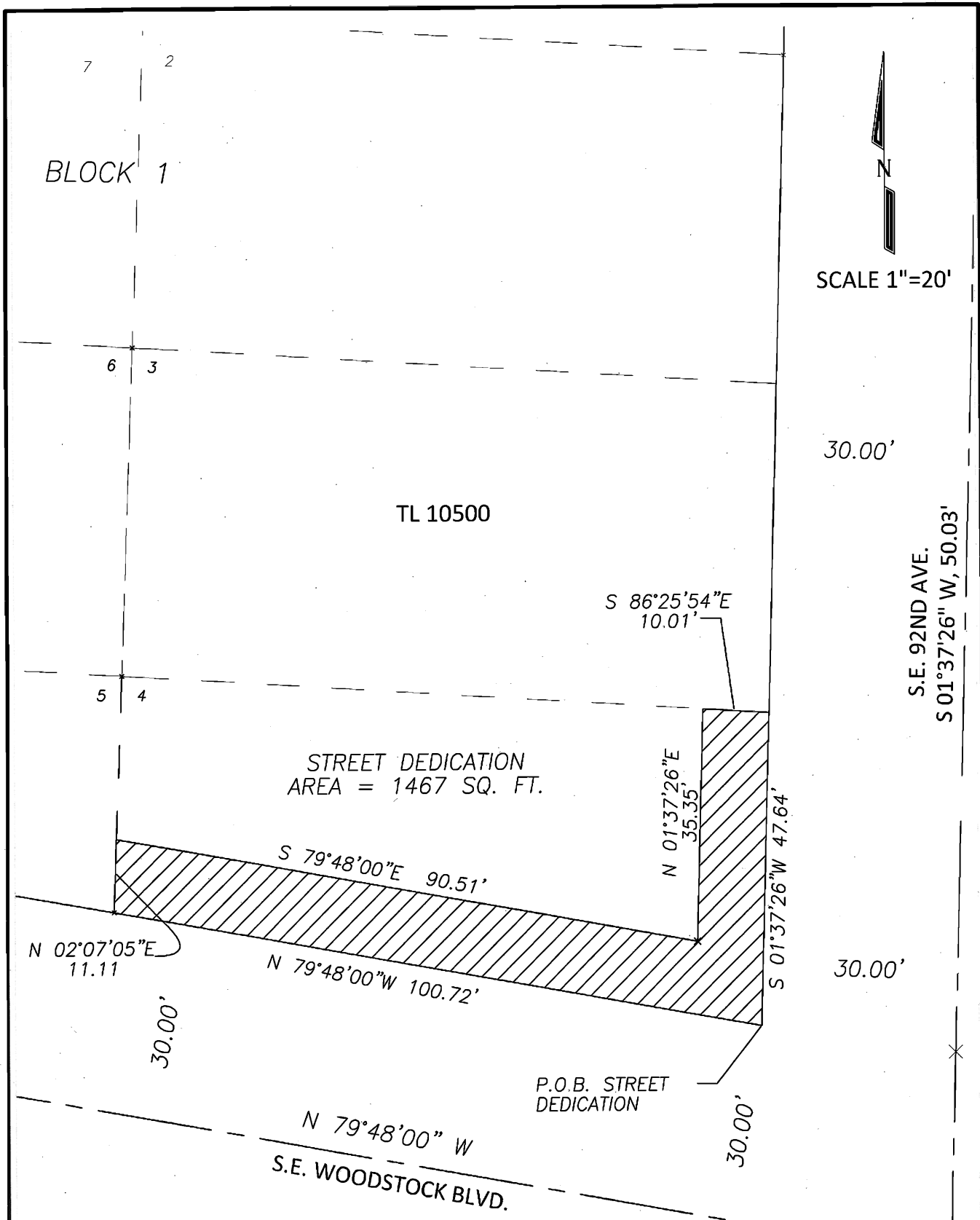
OREGON
JUNE 30, 1997
BRYAN L. HILL
2821



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
TEMPORARY CONSTRUCTION EASEMENT
TAX PARCEL 1S2E16CA 10500



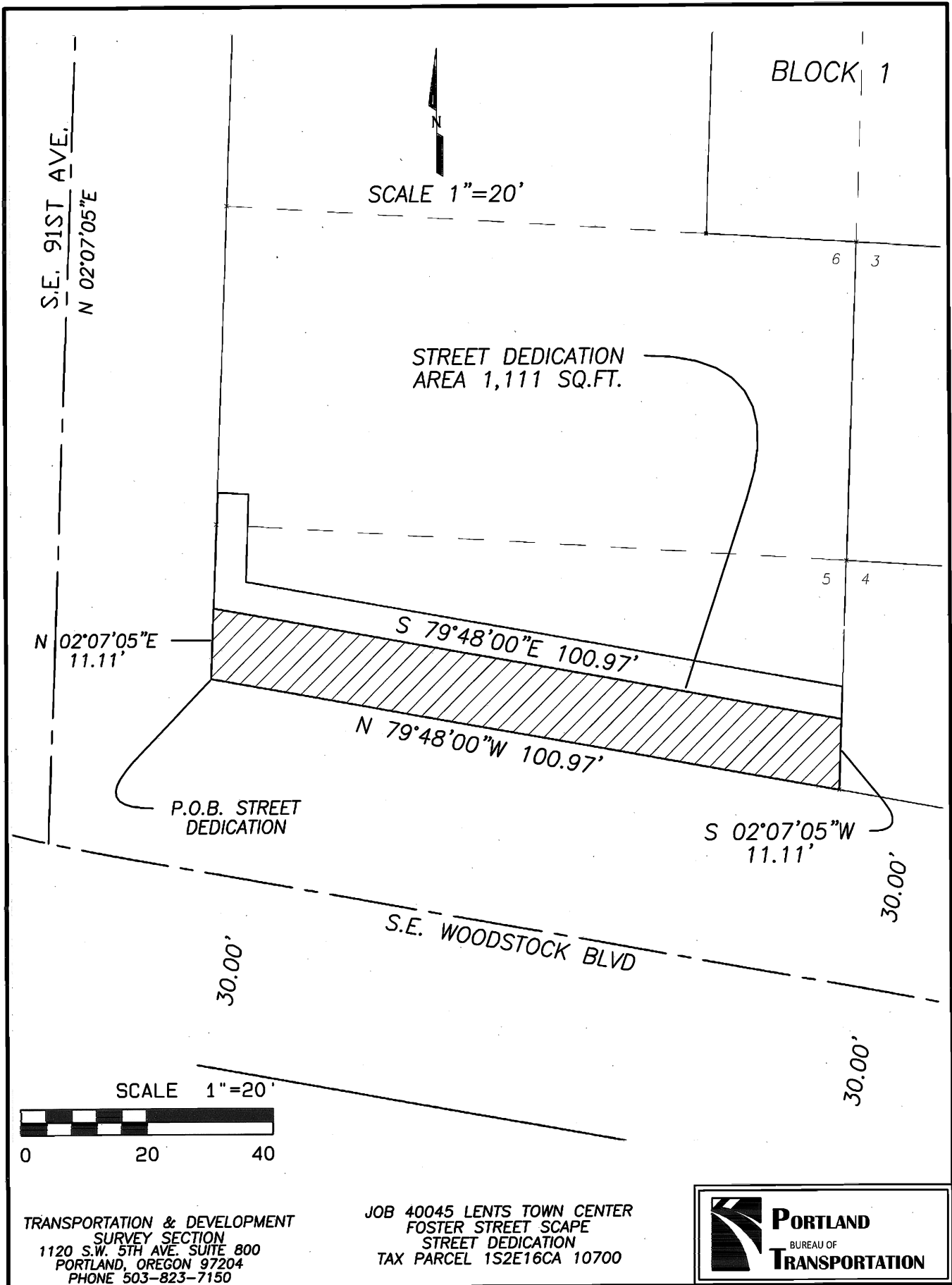


SCALE 1"=20'

CITY OF PORTLAND OFFICE OF
 TRANSPORTATION & DEVELOPMENT
 SURVEY SECTION
 1120 S.W. 5TH AVE. SUITE 800
 PORTLAND, OREGON 97204
 PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
 FOSTER STREET SCAPE
 STREET DEDICATION EXHIBIT
 TAX PARCEL 1S2E16CA 10600





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

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
STREET DEDICATION
TAX PARCEL 1S2E16CA 10700



Grantor's Name & Address:

Portland Development Commission

Attn:

222 NW 5th Ave.

Portland, OR 97209

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that the **City of Portland, acting by and through its Portland Development Commission**, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("City"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon, being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

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

- A. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property in Grantor's possession which includes documents in the possession of Grantor's contractors or agents. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

R/W # 7170-33

1S2E16CA TL 9300

After Recording Return to :

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantor warrants, to the best of its knowledge, that there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. To the extent permitted by Oregon law and within the limits of the Oregon Tort Claims Act, the Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Subject Property caused or contributed to by Grantor. This provision shall not apply to a release of hazardous substances onto or from the Subject Property caused by the officers, agents or employees of the City. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property, to Grantor's knowledge, is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend the same to the City against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the City
of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by Patrick Quinton, Executive Director of the Portland Development Commission, the duly
designated urban renewal agency of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

Director or designee

\\7170-33\Dedication-PDC-11-2-11.doc

Exhibit A
Dedication
Parcel No. 1S2E16CA-09300
September 21, 2011

A Portion of that tract of land described in statutory warranty deed document 99135891, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

BEGINNING at a point on the northerly right of way line of S.E. Foster Road, said point being the S.E. corner of the above described tract of land and being 30.00 feet northerly from the centerline of S.E. Foster Road as measured perpendicular there from

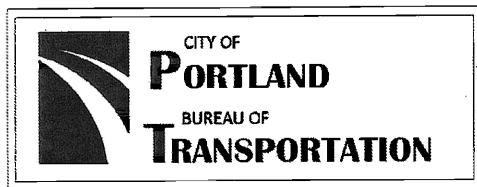
Thence North 65°24'30" West, along said northerly right of way line, a distance of 84.68 feet to the west line of the above described tract;

Thence North 01°37'26" East, along said westerly line, a distance of 7.33 feet;

Thence South 65°24'30" East parallel with said northerly right of way line, a distance of 84.68 feet to the east line of the above described tract of land;

Thence South 01°37'26" West, along said east line, a distance of 7.33 feet to the POINT OF BEGINNING.

Containing 571 square feet, more or less.

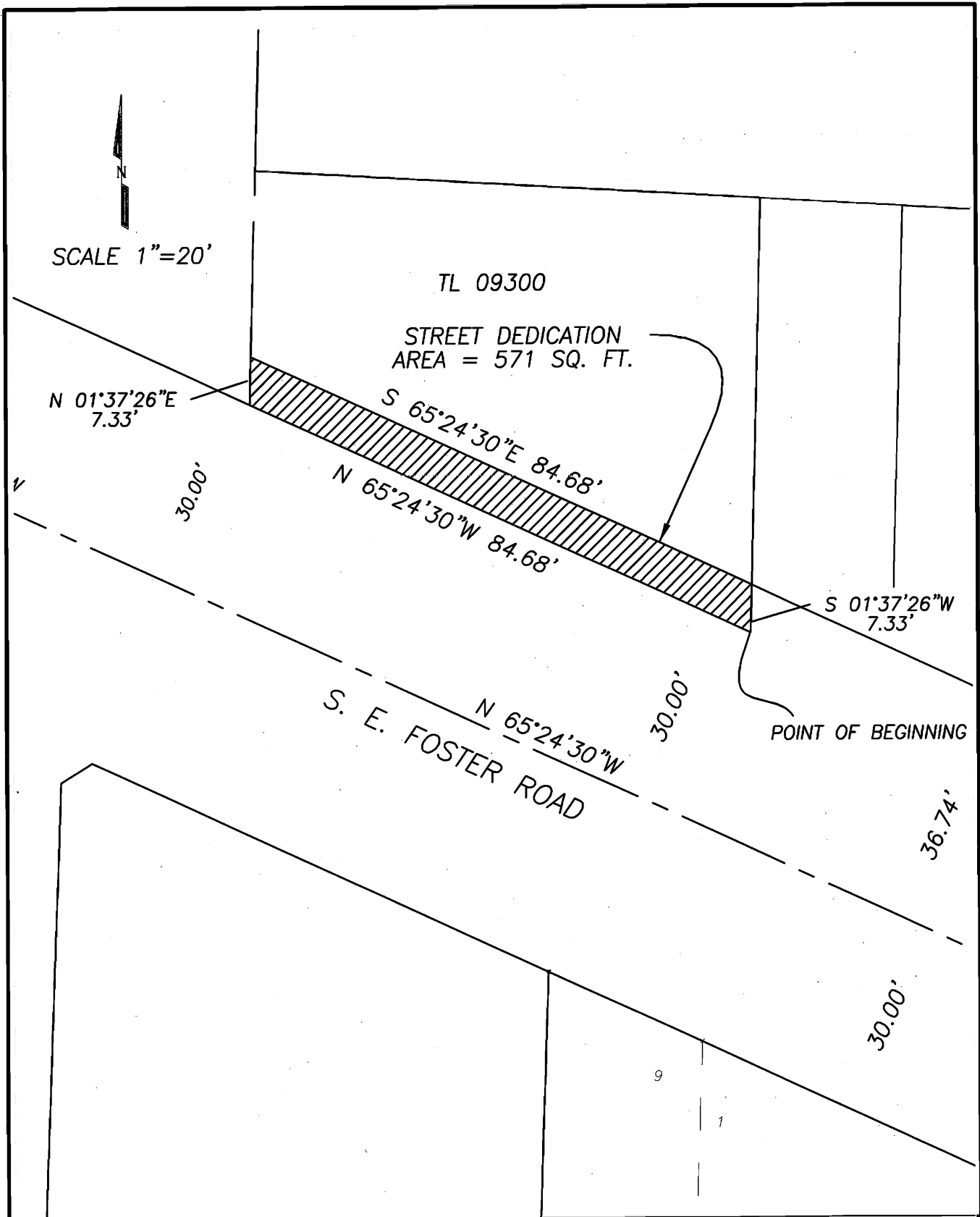


1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
STREET DEDICATION
TAX PARCEL 1S2E16CA 09300



Grantor's Name & Address:

Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that the **City of Portland, acting by and through its Portland Development Commission**, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("City"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon, being particularly described as follows ("Subject Property"):

As described on Exhibits A1 and A2 and shown on Exhibits B1 and B2 attached hereto and by this reference made a part hereof.

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

- A. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property in Grantor's possession which includes documents in the possession of Grantor's contractors or agents. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

R/W # 7170-34

1S2E16CA TL 9000, 9100

After Recording Return to :

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantor warrants, to the best of its knowledge, that there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. To the extent permitted by Oregon law and within the limits of the Oregon Tort Claims Act, the Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Subject Property caused or contributed to by Grantor. This provision shall not apply to a release of hazardous substances onto or from the Subject Property caused by the officers, agents or employees of the City. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property, to Grantor's knowledge, is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend the same to the City against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property right
- H. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the City
of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by Patrick Quinton, Executive Director of the Portland Development Commission, the duly
designated urban renewal agency of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

\\7170-34\Dedication-PDC-11-2-11.doc

Exhibit A1

Dedication

Parcel No. 1S2E16CA - 9000

September 21, 2011

A Portion of that tract of land described in statutory warranty deed no. 2001-193543, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

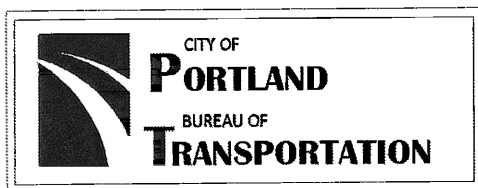
BEGINNING at a point on the south line of Lot D of Parcel II, as described in said deed, where said line intersects the east right of way line of S.E. 91st Ave.;

Thence North 01°37'26" East, along said easterly right of way line, a distance of 17.79 feet;

Thence, leaving said easterly right of way line, South 29°38'40" East, a distance of 21.20 feet to the southerly line of said Lot D;

Thence North 86°39'02" West, along said southerly line, a distance of 11.01 feet to the POINT of BEGINNING

Containing 98 square feet, more or less.



1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821

Exhibit A2

Dedication

Parcel No. 1S2E16CA-09100

September 21, 2011

A Portion of that tract of land described in statutory warranty deed document 2001-193543, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Beginning at a point on the easterly right of way line of S.E. 91st Ave. Said point is also the southwest corner of Lot "F" of Parcel II, of the above described tract of land;

Thence North 01°37'26" East, along said right of way line, a distance of 100.00 feet to the north line of said Parcel II;

Thence, South 86°39'02" East, along said north line, a distance of 11.01 feet to the Point of Curvature (P.C.) of an 88.00 foot, non tangent curve to the left, having a central angle of 32°42'12" and a chord bearing and distance of South 15°21'58" East, 49.55 feet respectively;

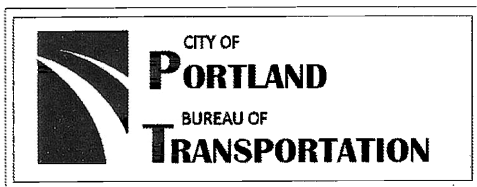
Thence along the arc of said curve a distance of 50.23 feet to the Point of Tangency (P.T.)

Thence South 31°43'04" East, a distance of 30.92 feet to the P.C. of a 150 foot radius curve to the right having a central angle of 12°07'42" and a chord bearing and distance of South 25°39'13" East, 31.69 feet respectively;

Thence along the arc of said curve a distance of 31.75 feet to the south line of said tract;

Thence North 86°39'02" West, along said south line a distance of 57.03 feet to the POINT OF BEGINNING.

Containing 2,996 square feet, more or less.

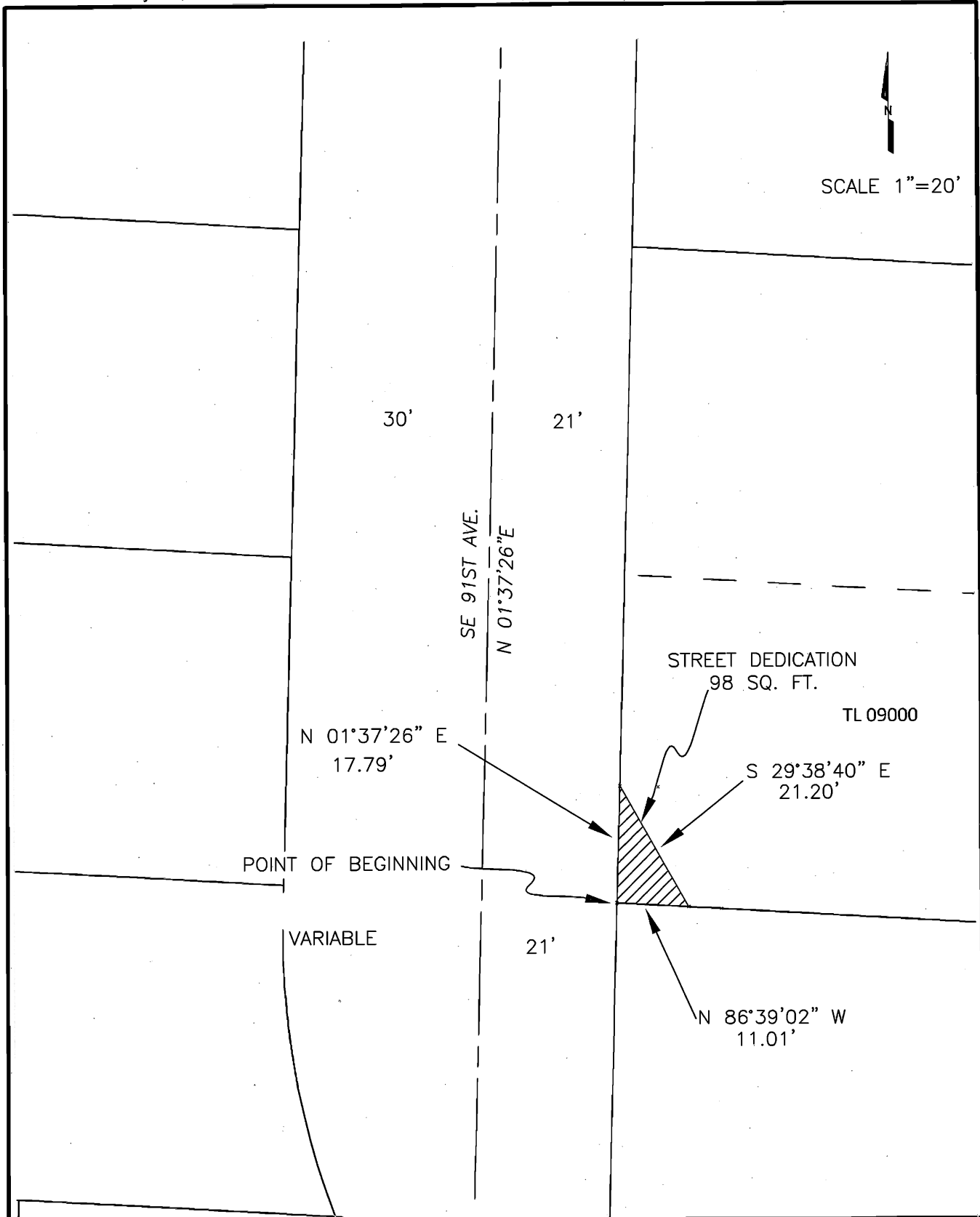


1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

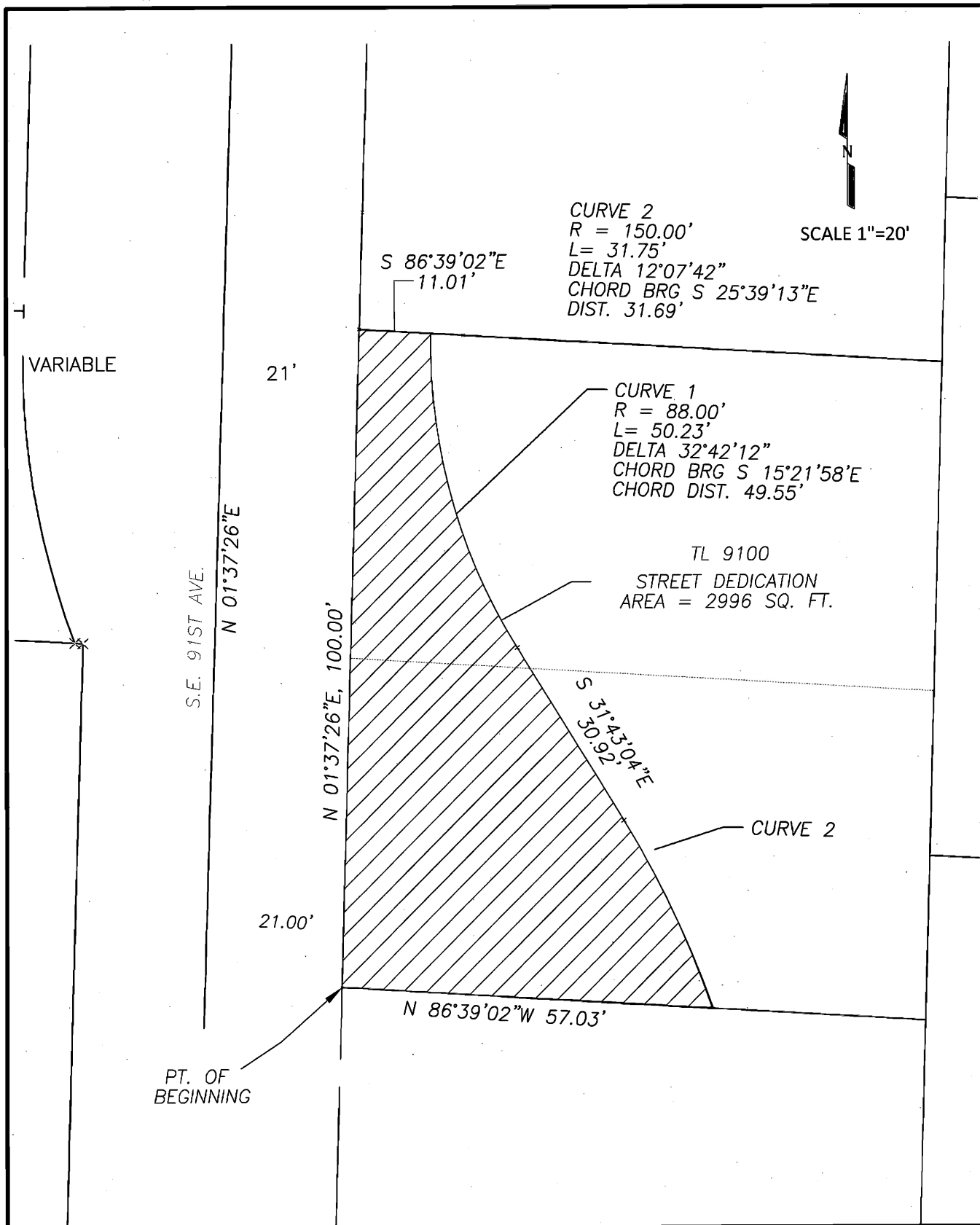
OREGON
JUNE 30, 1997
BRYAN L. HILL
2821



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
STREET DEDICATION EXHIBIT
TAX PARCEL 1S2E16CA 09000





CITY OF PORTLAND OFFICE OF
 TRANSPORTATION & DEVELOPMENT
 SURVEY SECTION
 1120 S.W. 5TH AVE. SUITE 800
 PORTLAND, OREGON 97204
 PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
 FOSTER STREET SCAPE
 STREET DEDICATION
 TAX PARCEL 1S2E16CA 09100



Grantor's Name & Address:

Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that the **City of Portland, acting by and through its Portland Development Commission**, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("City"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon, being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

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

- A. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property in Grantor's possession which includes documents in the possession of Grantor's contractors or agents. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

R/W # 7170-35

1S2E16CA TL 7400

After Recording Return to :

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantor warrants, to the best of its knowledge, that there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. To the extent permitted by Oregon law and within the limits of the Oregon Tort Claims Act, the Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Subject Property caused or contributed to by Grantor. This provision shall not apply to a release of hazardous substances onto or from the Subject Property caused by the officers, agents or employees of the City. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property, to Grantor's knowledge, is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend the same to the City against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the City
of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by Patrick Quinton, Executive Director of the Portland Development Commission, the duly
designated urban renewal agency of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

\\7170-35\Dedication-PDC-11-2-11.doc

Exhibit A

Dedication

Parcel No. 1S2E16CA-07400

September 21, 2011

A Portion of that tract of land described in statutory warranty deed document 2009-175304, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Beginning at the intersection of the northerly right of way line of S.E. Foster Road and the easterly right of way line of S.E. 88th Ave.;

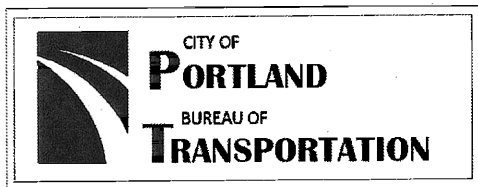
Thence North 02°13'31" East, along said easterly right of way line, a distance of 18.38 feet;

Thence, leaving said right of way line South 65°24'30" East, parallel with said northerly right of way line, a distance of 114.01 feet to the east line of said tract;

Thence South 02°01'55" West, along said east line, a distance of 18.41 feet to said northerly right of way line of S.E. Foster Road;

Thence North 65°24'30" West, along said northerly right of way line, a distance of 114.08 feet to the POINT OF BEGINNING.

Containing 1,939 square feet, more or less.



1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821

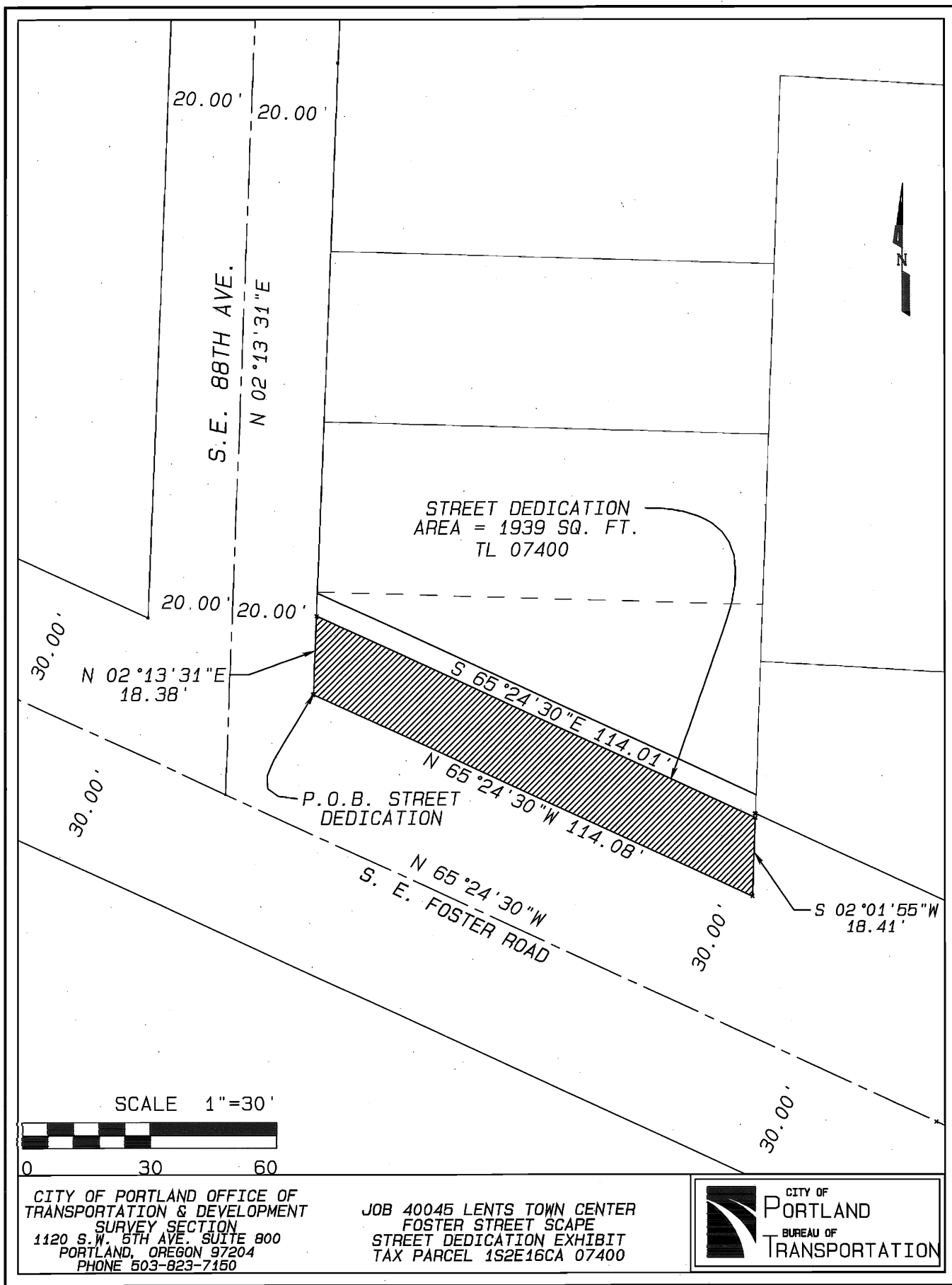


Exhibit B

Grantor's Name & Address:
Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that the **City of Portland, acting by and through its Portland Development Commission**, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("City"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon, being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

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

- A. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property in Grantor's possession which includes documents in the possession of Grantor's contractors or agents. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

R/W # 7170-37

1S2E16DB TL 6500

After Recording Return to :

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantor warrants, to the best of its knowledge, that there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. To the extent permitted by Oregon law and within the limits of the Oregon Tort Claims Act, the Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Subject Property caused or contributed to by Grantor. This provision shall not apply to a release of hazardous substances onto or from the Subject Property caused by the officers, agents or employees of the City. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property, to Grantor's knowledge, is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend the same to the City against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the City
of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by Patrick Quinton, Executive Director of the Portland Development Commission, the duly
designated urban renewal agency of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

\\7170-37\Dedication-PDC-11-2-11.doc

Exhibit A

Dedication

Parcel No. 1S2E16DB-6500

September 21, 2011

A Portion of that tract of land described in statutory warranty deed document number 2009-172759, Multnomah County deed records, located in the southeast quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Beginning at a point on the southerly right of way line of S.E. Ramona Street, said point being the northwest corner of the above described tract of land;

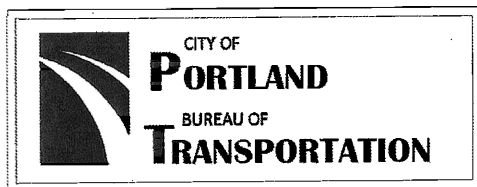
Thence South $86^{\circ}28'00''$ East, along said right of way line, a distance of 56.05 feet to the Point of Curvature of a 54.00 foot radius, non tangent curve to the right, having a central angle of $19^{\circ}13'43''$ and a chord bearing and distance of South $83^{\circ}57'34''$ West, 18.04 feet respectively;

Thence along the arc of said curve a distance of 18.12 feet;

Thence North $86^{\circ}28'00''$ West, parallel with said right of way, a distance of 38.17 feet to the west line of said tract;

Thence, North $01^{\circ}35'21''$ East, along said west line, a distance of 3.00 feet to the POINT OF BEGINNING.

Containing 150 square feet, more or less.

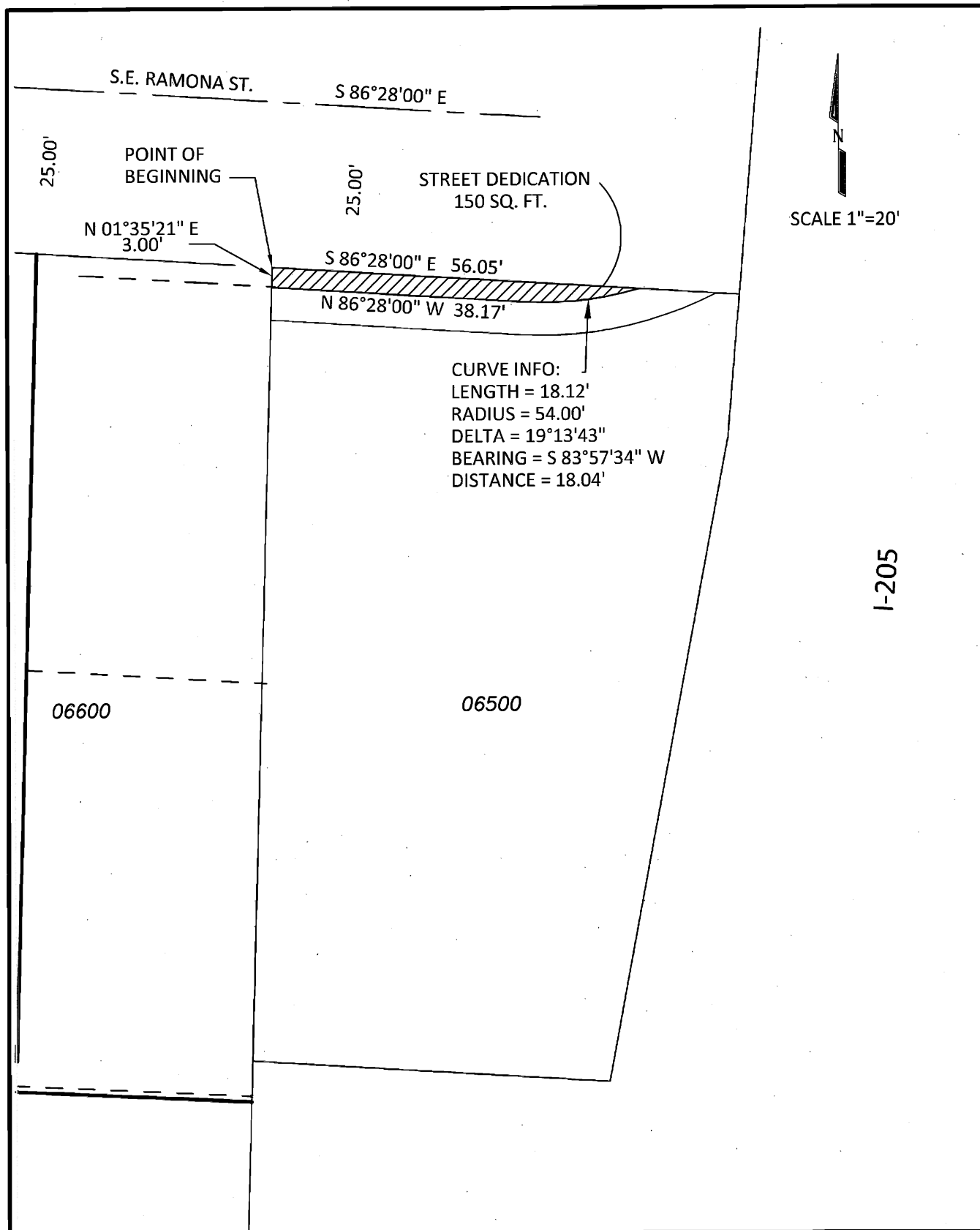


1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
STREET DEDICATION
TAX PARCEL 1S2E16DB 06500



Grantor's Name & Address:
Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that the **City of Portland, acting by and through its Portland Development Commission**, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("City"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon, being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

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

- A. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property in Grantor's possession which includes documents in the possession of Grantor's contractors or agents. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

R/W # 7170-38

1S2E16DB TL 6300

After Recording Return to :

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantor warrants, to the best of its knowledge, that there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. To the extent permitted by Oregon law and within the limits of the Oregon Tort Claims Act, the Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Subject Property caused or contributed to by Grantor. This provision shall not apply to a release of hazardous substances onto or from the Subject Property caused by the officers, agents or employees of the City. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property, to Grantor's knowledge, is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend the same to the City against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the City
of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by Patrick Quinton, Executive Director of the Portland Development Commission, the duly
designated urban renewal agency of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

\\7170-38\Dedication-PDC-11-2-11.doc

Exhibit A

Street Dedication

Parcel No. 1S2E16DB-6300

October 18, 2011

A Portion of that tract of land described as Parcel I, in Statutory Warranty Deed, document number 2008-168904, recorded December 18th of 2008, Multnomah County deed records, located in the southeast quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

BEGINNING at a point on the East line of said Parcel I, where said East line intersects the northerly right of way line of S.E. Foster Road. Said point being 30.00 feet northerly of the centerline of said Foster Road when measured perpendicular thereto;

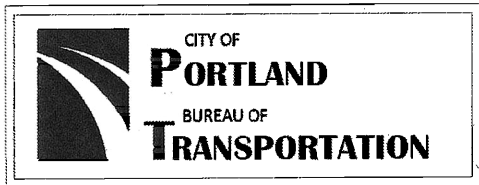
Thence North 67°15'00" West, along said northerly right of way line, a distance of 67.49 feet;

Thence South 88°18'43" East, a distance of 11.13 feet;

Thence South 67°15'00" East, parallel with said northerly right of way line, a distance of 55.56 feet to the East line of said Parcel I;

Thence, South 01°38'19" West, along said East line, a distance of 4.29 feet to the POINT OF BEGINNING.

Containing 246 square feet, more or less.

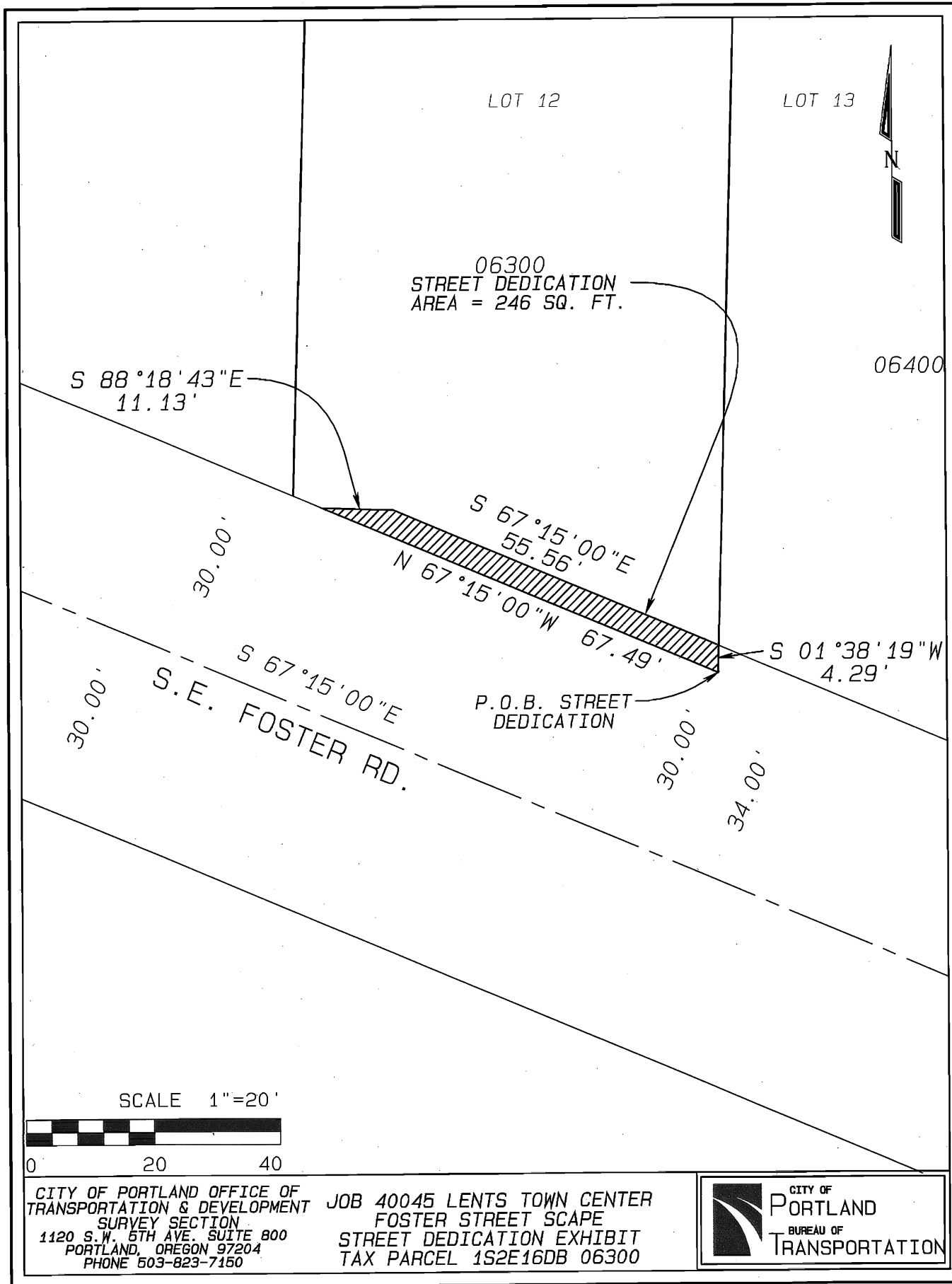


1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
ALAN D. KUMMA
56124

EXPIRATION DATE:



Grantor's Name & Address:

Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that the **City of Portland, acting by and through its Portland Development Commission**, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("City"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon, being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

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

- A. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property in Grantor's possession which includes documents in the possession of Grantor's contractors or agents. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.

R/W # 7170-40

1S2E16CA TL 11000

After Recording Return to :

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax Statement shall be sent to: No Change

- C. Grantor warrants, to the best of its knowledge, that there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.
- D. It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. To the extent permitted by Oregon law and within the limits of the Oregon Tort Claims Act, the Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Subject Property caused or contributed to by Grantor. This provision shall not apply to a release of hazardous substances onto or from the Subject Property caused by the officers, agents or employees of the City. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property, to Grantor's knowledge, is free from all liens and encumbrances that would materially affect the easement grant, and that they will defend the same to the City against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. The right of repurchase has been waived pursuant to ORS 35.385(1)(b).

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the City
of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by Patrick Quinton, Executive Director of the Portland Development Commission, the duly
designated urban renewal agency of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

Director or designee

\\7170-40 PDC\Dedication-PDC-12-15-11.doc

Exhibit A

Dedication

Parcel No. 1S2E16CA-11000

December 8, 2011

A Portion of Parcel 2 described in statutory warranty deed document number 2008-090918, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

BEGINNING at the point of intersection of the southwesterly right of way line of S.E. Foster Road, 30.00 feet southwesterly of centerline and the easterly Line of said Parcel 2;

Thence, along said easterly line, South 02°07'05" West, a distance of 2.71 feet;

Thence, leaving said line, North 87°52'55" West, a distance of 3.92 feet;

Thence, parallel with said southwesterly right of way line, North 65°24'30" West, a distance of 72.63 feet;

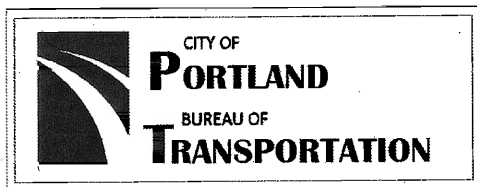
Thence, South 58°21'17" West, a distance of 6.09 feet, to the easterly right of way line of S.E. 91st Avenue, being 25.00 feet from the centerline of S.E. 91st Avenue when measured perpendicular from;

Thence, along said easterly right of way line, North 02°07'05" West, a distance of 4.81 feet;

Thence, North 58°21'17" East, a distance of 5.56 feet, to a point that is 30.00 feet from the centerline of S.E. Foster Road, also being the southwesterly right of way line;

Thence, along said southwesterly right of way line, South 65°24'30" East, a distance of 77.35 feet, to the point of beginning.

Containing 329 square feet, more or less.



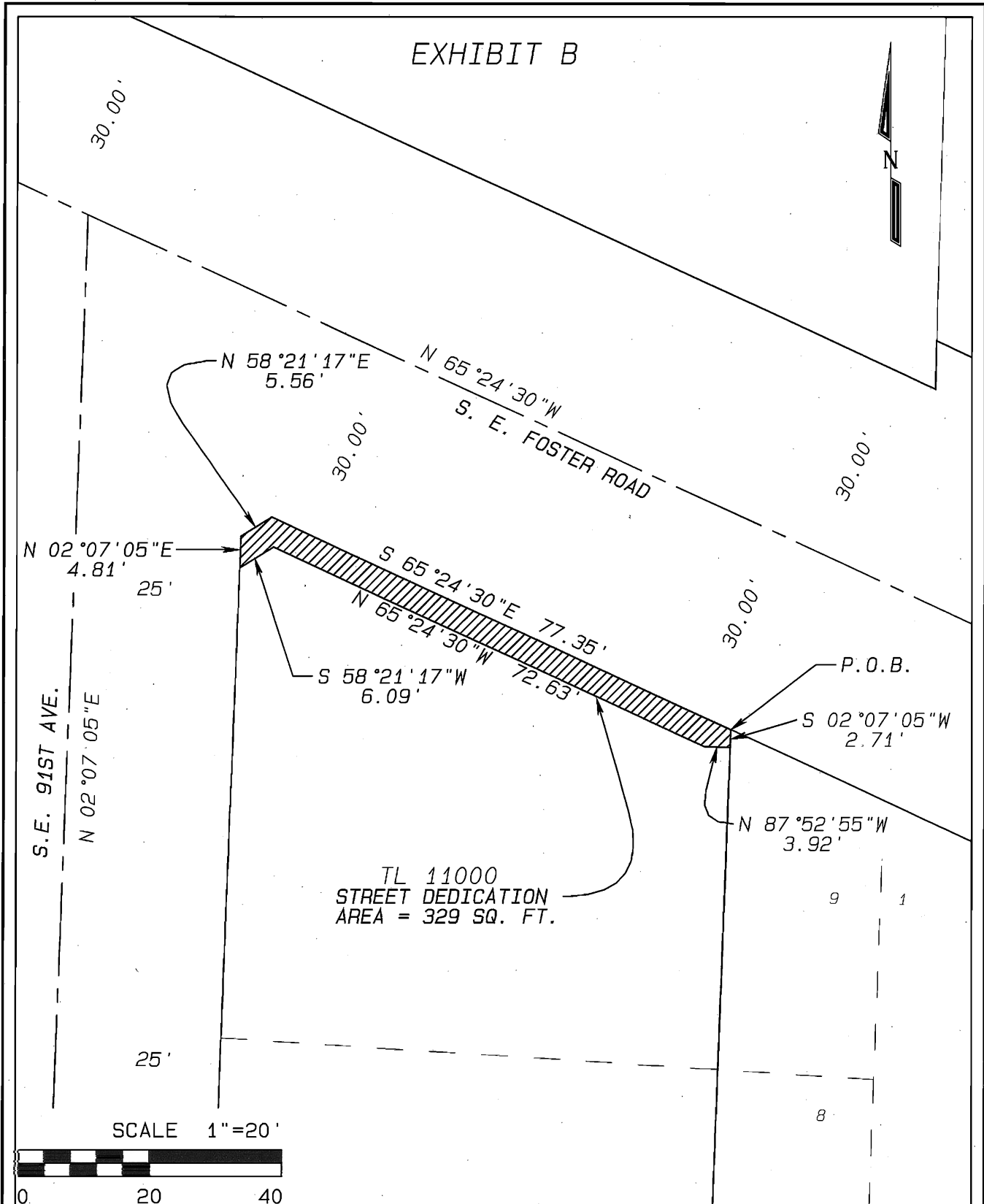
1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Thomas P. Beinbauer

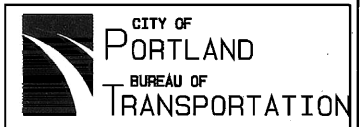
OREGON
JULY 17, 1994
THOMAS P. BEINHAUER
2654

EXPIRES 12-31-2011



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
STREET DEDICATION
TAX PARCEL 1S2E16CA 11000



Grantor's Name & Address:
Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary construction easement for public street and right of way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of twelve (12) months commencing no earlier than May 15, 2012, and terminating no later than May 14, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight May 14, 2014.

R/W #7170-31

1S2E16CA TL 11700

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax statements shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to the subject property to the extent practicable.
- E. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of the subject property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the subject property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the
City of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

\\7170-31\TCE -PDC-11-17-11.doc

Exhibit A

Temporary Construction Easement
Parcel No. 1S2E16CA-11700
September 21, 2011

A Portion of that tract of land described in statutory warranty deed document number 98163362, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at a point on the West line of the above described tract of land, where said west line intersects the southerly right of way line of S.E. Woodstock Blvd. Said right of way being 19 feet southerly of the centerline of said Woodstock Blvd. as measured perpendicular there from.

Thence, South $02^{\circ}21'39''$ West, along the westerly line of said tract of land, a distance of 8.22 feet to the POINT OF BEGINNING and the Point of Curvature (P.C.) of a 229.00 foot radius, non tangent curve to the right, having a central angle of $40^{\circ}17'03''$ and a chord bearing and distance of South $35^{\circ}19'15''$ East, 157.71 feet respectively;

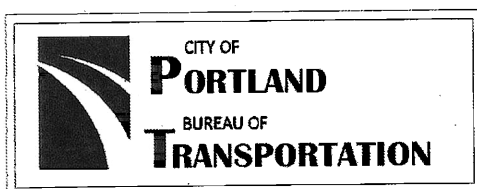
Thence southeasterly along the arc of said curve a distance of 161.01 feet to the south line of said tract;

Thence, North $86^{\circ}25'54''$ West, along said south line a distance of 5.29 feet to the P.C. of a 224.00 foot radius, non tangent curve to the left, having a central angle of $39^{\circ}02'28''$, and a chord bearing and distance of North $35^{\circ}08'02''$ West, 149.70 feet respectively;

Thence along the arc of said curve a distance of 152.63 feet to the west line of said tract of land;

Thence, North $02^{\circ}21'39''$ East, along said west line, a distance of 5.93 feet to the POINT OF BEGINNING.

Containing 785 square feet or 0.02 acres, more or less.



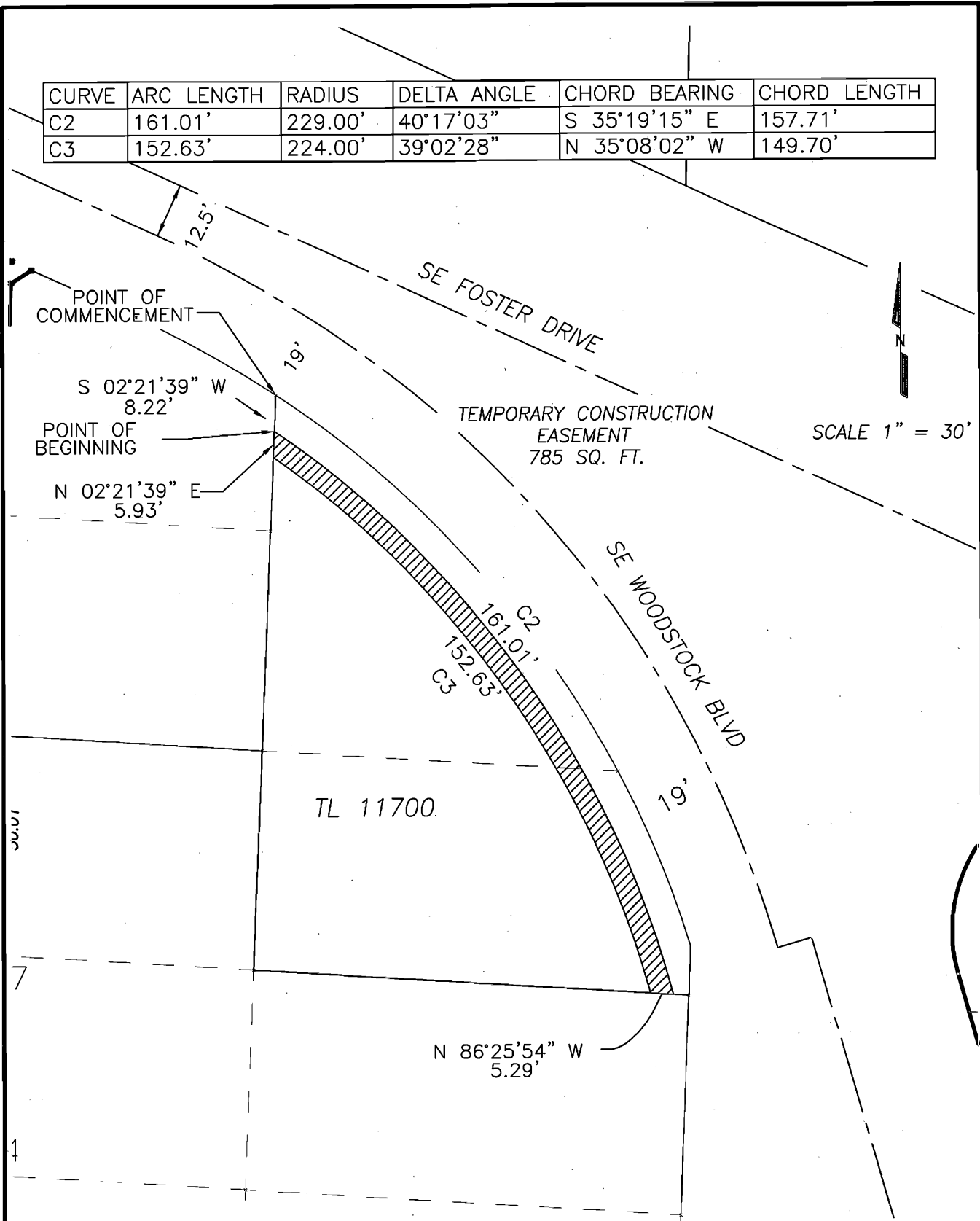
1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C2	161.01'	229.00'	40°17'03"	S 35°19'15" E	157.71'
C3	152.63'	224.00'	39°02'28"	N 35°08'02" W	149.70'



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
TEMPORARY CONSTRUCTION EASEMENT
TAX PARCEL 1S2E16CA 11700



Grantor's Name & Address:

Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary construction easement for public street and right of way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon being particularly described as follows ("Subject Property"):

As described on Exhibits A1, A2, and A3 and shown on Exhibits B1, B2, and B3 attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of twelve (12) months commencing no earlier than May 15, 2012, and terminating no later than May 14, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight May 14, 2014.

R/W #7170-32

1S2E16CA TL 10500, 10600, 10700

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax statements shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to the subject property to the extent practicable.
- E. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of the subject property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the subject property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the
City of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

V7170-32\TCE -PDC-11-17-11.doc

Exhibit A1

Temporary Construction Easement
Parcel No. 1S2E16CA-10500
September 21, 2011

A Portion of Parcel III described in statutory warranty deed document number 2008-090918 , Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at a point on the southerly line of lot 3 of said Parcel III, where said line intersects the westerly right of way line of S.E. 92nd Ave;

Thence North 86°25'54" West, along said southerly line of lot 3, a distance of 10.01 feet to the POINT OF BEGINNING;

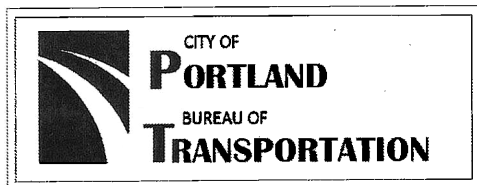
Thence continue westerly along said line, a distance of 5.00 feet;

Thence North 01°37'26" East, parallel with S.E. 92nd Ave. a distance of 50.03 feet to the north line of said lot 3;

Thence, along said north line, South 86°25'54" East, a distance of 5.00 feet;

Thence South 01°37'26" West, parallel with S.E. 92nd Ave. a distance of 50.03 feet to the POINT OF BEGINNING.

Containing 250 square feet , more or less.



1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821

Exhibit A2

Temporary Construction Easement
Parcel No. 1S2E16CA-10600
September 21, 2011

A Portion of Parcel III described in statutory warranty deed document number 2008-090918 , Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at a point where the North line of Lot 4 of said Parcel III intersects the westerly right of way line of S.E. 92nd Ave.

Thence, North 86°25'54" West, along said north line, a distance of 10.01 feet to the POINT OF BEGINNING;

Thence South 01°37'26" West, parallel with S.E. 92nd Ave. a distance of 35.35 feet;

Thence North 79°48'00" West, parallel with S.E. Woodstock Blvd. a distance of 90.51 feet to the westerly property line of said Parcel III;

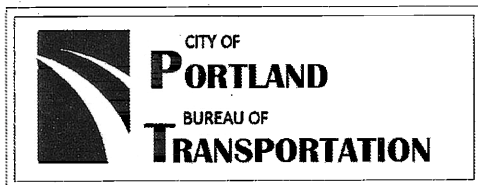
Thence North 02°07'05" East, along said westerly property line, a distance of 5.00 feet;

Thence, South 79°48'00" East, parallel with S.E. Woodstock Blvd. a distance of 85.41 feet;

Thence North 01°37'26" East, a distance of 29.71 feet to the north line of said Lot 4;

Thence South 86°25'54" East, along said north line a distance of 5.00 feet to the POINT OF BEGINNING.

Containing 602 square feet, more or less.



1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821

Exhibit A3

Temporary Construction Easement
Parcel No. 1S2E16CA-10700
September 21, 2011

A Portion of Parcel 1 described in statutory warranty deed document number 2008-090918, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at the point of intersection of the northerly right of way line of S.E. Woodstock BLVD. and the easterly right of way line of S.E. 91st Ave.;

Thence, North 02°07'05" East, along said easterly right of way line, a distance of 11.11 feet to the POINT of BEGINNING;

Thence continue northerly along said easterly right of way line, a distance of 18.22 feet;

Thence, leaving said right of way line, South 86°25'54" East, a distance of 5.00 feet;

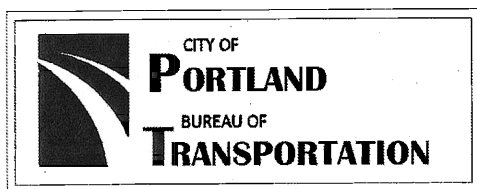
Thence South 02°07'05" West, a distance of 13.76 feet;

Thence South 79°48'00" East, parallel to SE Woodstock BLVD, a distance of 95.92 feet to the east line of said Parcel I;

Thence South 02°07'05" West, along said east line, a distance of 5.05 feet;

Thence North 79°48'00" West, parallel to S.E. Woodstock BLVD a distance of 100.97 feet to the point of beginning.

Containing 572 square feet, more or less.

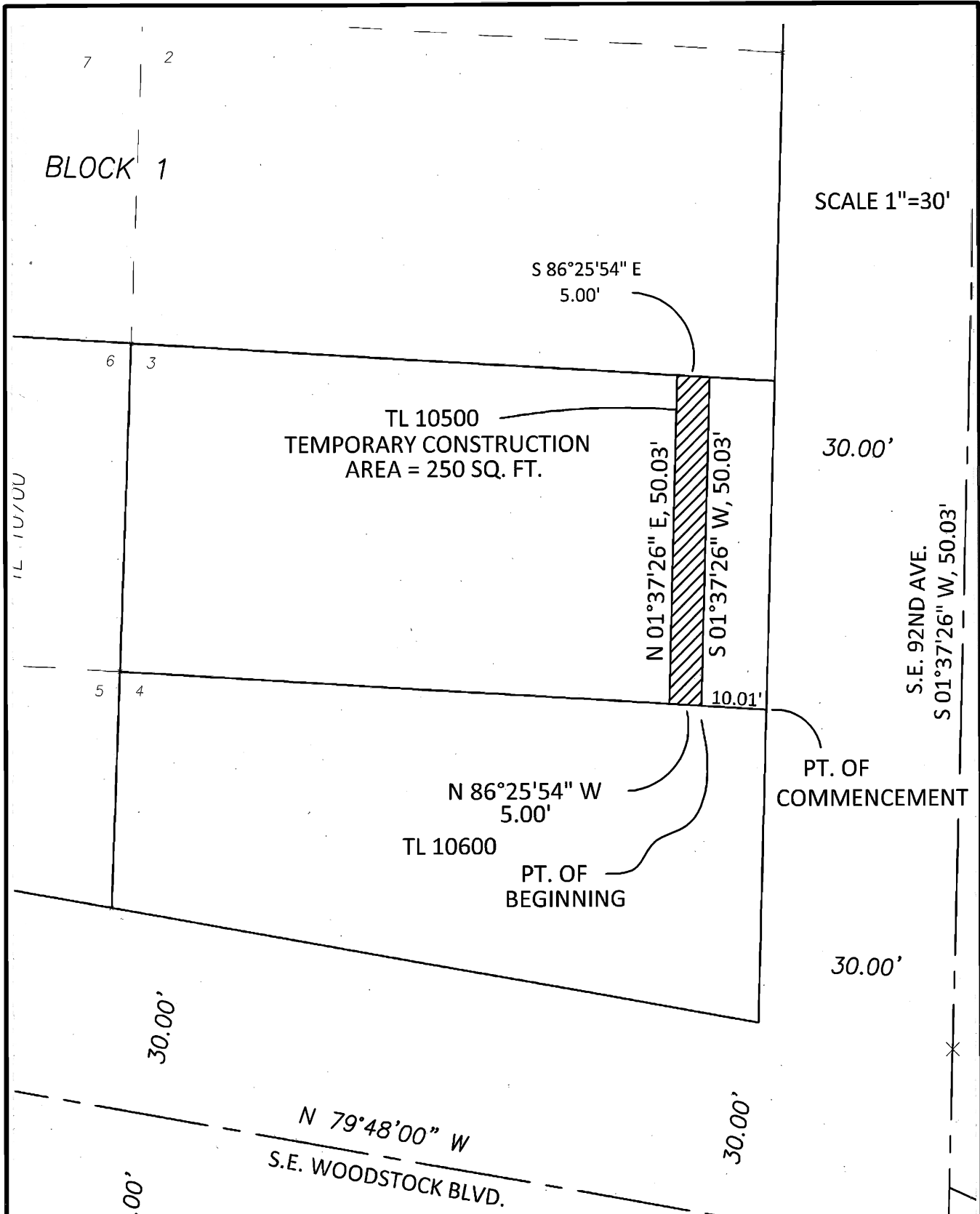


1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

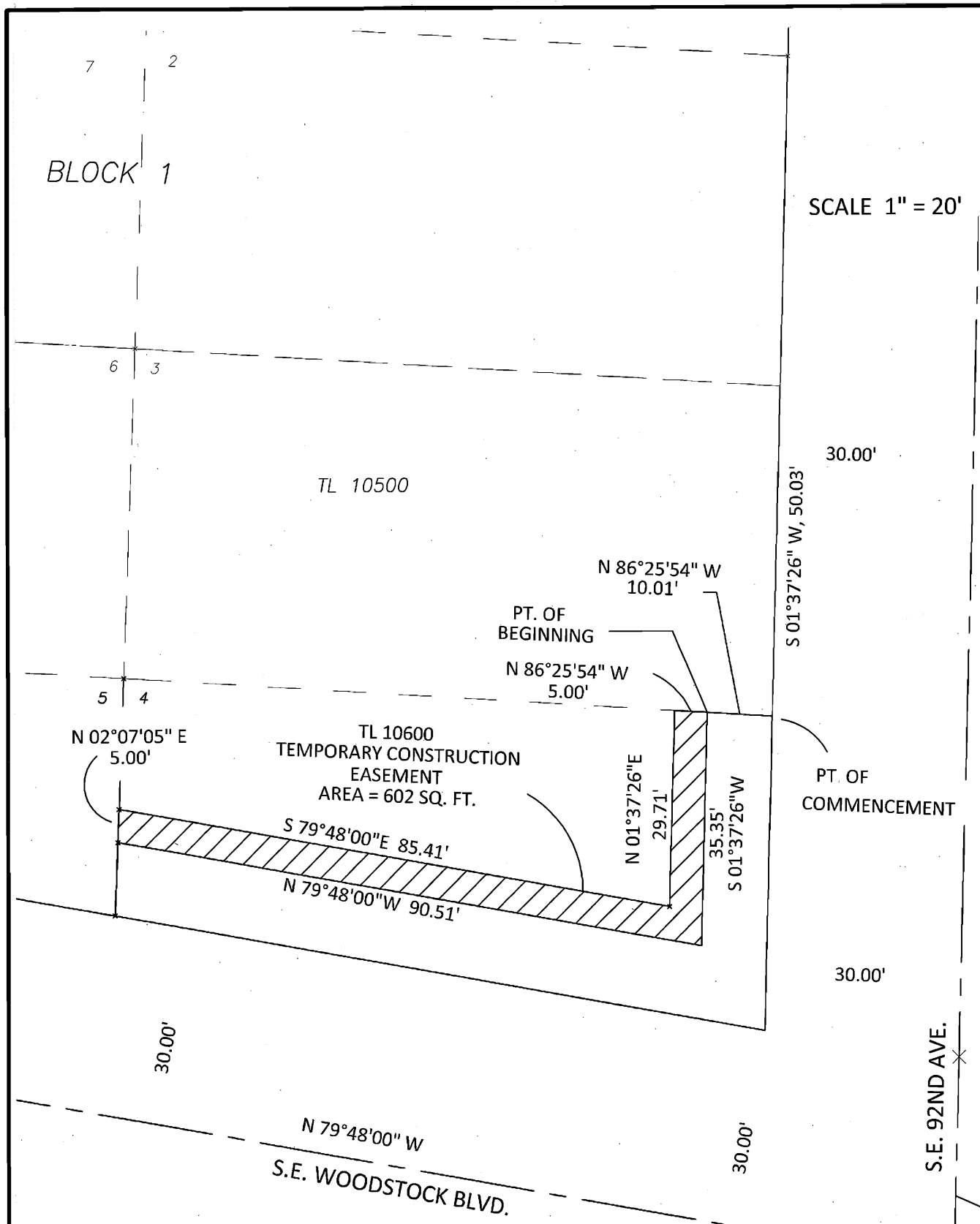
OREGON
JUNE 30, 1997
BRYAN L. HILL
2821



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
TEMPORARY CONSTRUCTION EASEMENT
TAX PARCEL 1S2E16CA 10500

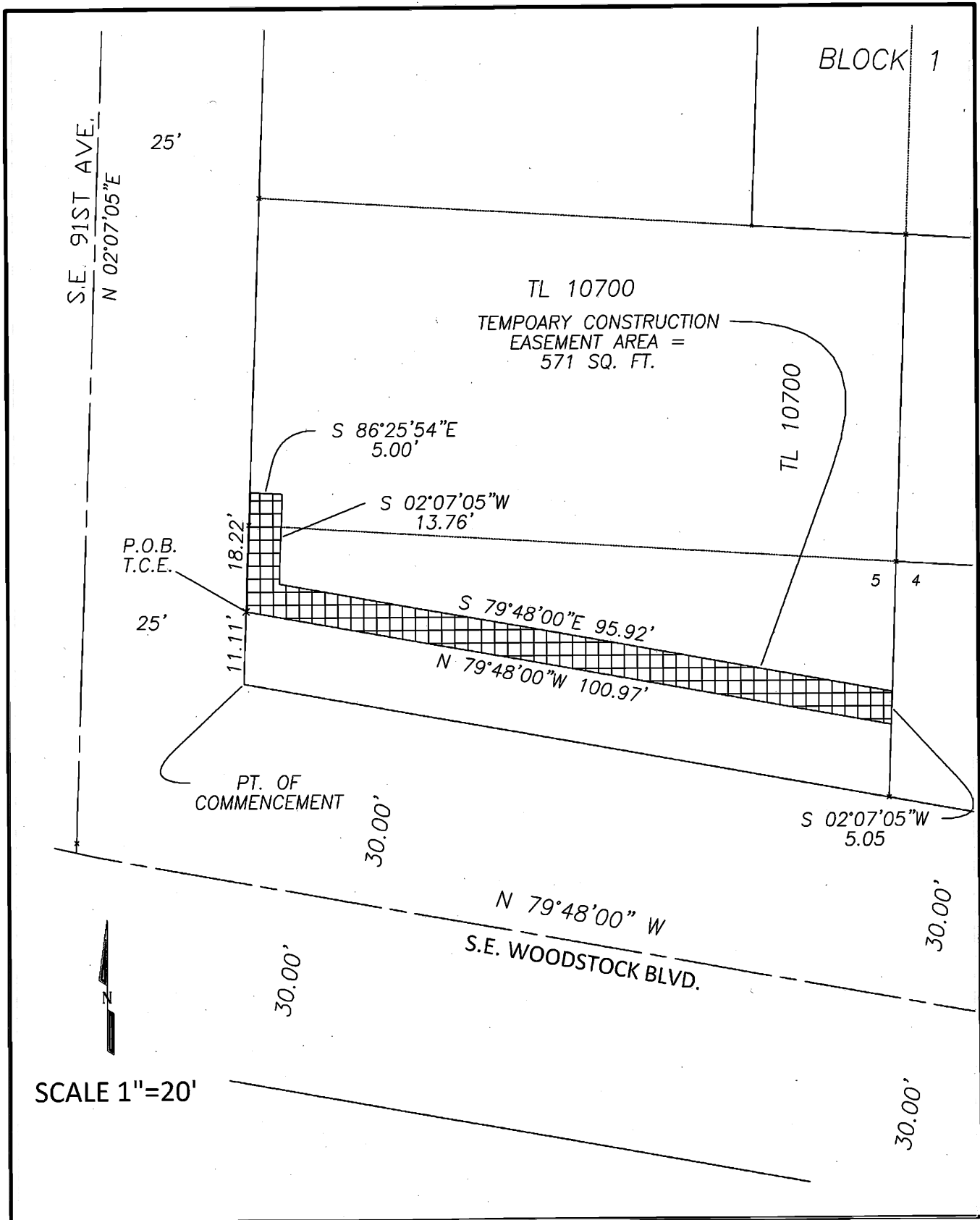




CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
TEMPORARY CONSTRUCTION EASEMENT
TAX PARCEL 1S2E16CA 10600





CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
TEMPORARY CONSTRUCTION EASEMENT
TAX PARCEL 1S2E16CA 10700



Grantor's Name & Address:

Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary construction easement for public street and right of way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of twelve (12) months commencing no earlier than May 15, 2012, and terminating no later than May 14, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight May 14, 2014.

R/W #7170-33

1S2E16CA TL 9300

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax statements shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to the subject property to the extent practicable.
- E. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of the subject property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the subject property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the
City of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

Director or designee

\\7170-33\TCE -PDC-11-17-11.doc

Exhibit A
Temporary Construction Easement
Parcel No. 1S2E16CA-09300
September 21, 2011

A Portion of that tract of land described in statutory warranty deed document 99135891, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at a point on the northerly right of way line of S.E. Foster Road, said point being the southeast corner of said tract of land, and being 30.00 feet from the centerline of S.E. Foster Road when measured perpendicular there from;

Thence North $01^{\circ}37'26''$ East, along the easterly line of said tract, a distance of 7.33 feet to the POINT OF BEGINNING;

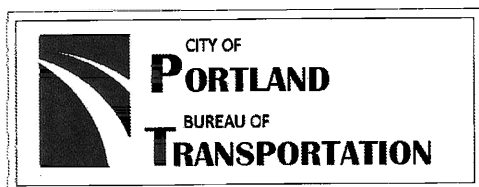
Thence North $65^{\circ}24'30''$ West, parallel with the northerly right of way line of S.E. Foster Road, a distance of 84.68 feet to the west line of said tract;

Thence North $01^{\circ}37'26''$ East, along said west line, a distance of 5.43 feet;

Thence South $65^{\circ}24'30''$ East, parallel with said northerly right of way line, a distance of 84.68 feet to the east line of said tract;

Thence South $01^{\circ}37'26''$ West, along said east line, a distance of 5.43 feet to the POINT OF BEGINNING.

Containing 423 square feet, more or less.

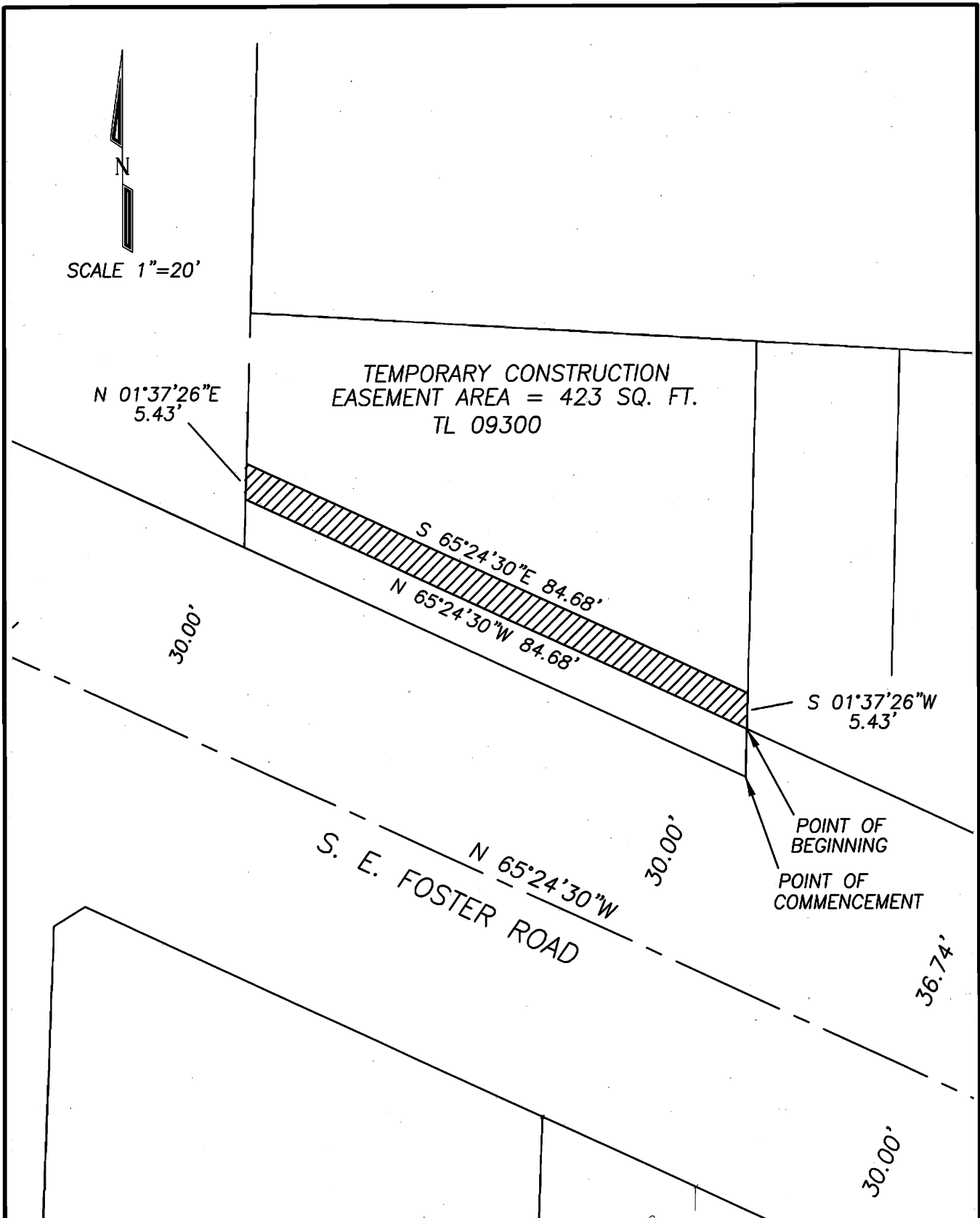


1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
TEMPORARY CONSTRUCTION EASEMENT
TAX PARCEL 1S2E16CA 09300



Grantor's Name & Address:
Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary construction easement for public street and right of way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon being particularly described as follows ("Subject Property"):

As described on Exhibits A1 and A2 and shown on Exhibits B1 and B2 attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of twelve (12) months commencing no earlier than May 15, 2012, and terminating no later than May 14, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight May 14, 2014.

R/W #7170-34

1S2E16CA TL 9000, 9100

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax statements shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to the subject property to the extent practicable.
- E. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of the subject property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the subject property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the
City of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

\\7170-34\TCE -PDC-11-17-11.doc

Exhibit A1

Temporary Construction Easement
Parcel No. 1S2E16CA - 9000
September 21, 2011

A Portion of that tract of land described in statutory warranty deed no. 2001-193543, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at the point of intersection of the south line of lot D of Parcel II in the above described deed, with the east right of way line of S.E. 91st Ave.;

Thence, South 86°39'02" East, along said south line, a distance of 11.01 to the POINT OF BEGINNING;

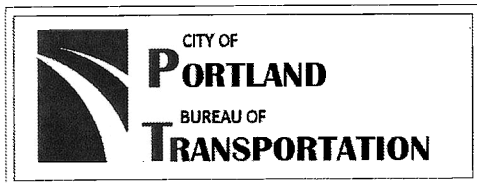
Thence North 29°38'40" West, a distance of 21.20 feet to said easterly right of way line;

Thence, leaving said right of way line, South 88°22'34" East, a distance of 5.85 feet;

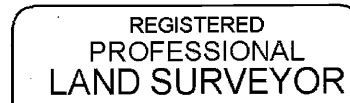
Thence South 29°38'40" East, a distance of 21.41 feet to the south line of said Parcel D;

Thence, along said south line North 86°39'02" West, a distance of 5.96 feet to the point of beginning.

Containing 107 square feet, more or less.



1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204



Bryan Hill

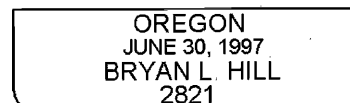


Exhibit A2

Temporary Construction Easement
Parcel No. 1S2E16CA-09100
September 21, 2011

A Portion of that tract of land described in statutory warranty deed document 2001-193543, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at a point on the north line of the above described tract of land where said north line intersects the easterly right of way line of S.E. 91st Ave.;

Thence South 86°39'02" East, along said north line, a distance of 11.01 feet to the POINT OF BEGINNING;

Thence, continuing on said north line, South 86°39'02" East, a distance of 5.01 feet to the Point of Curvature (P.C.) of an 83.00 foot, non tangent curve to the left, having a central angle of 32°33'39" and a chord bearing and distance of South 15°26'15" East, 46.54 feet respectively;

Thence along the arc of said curve a distance of 47.17 feet to the Point of Tangency (P.T.)

Thence, South 31°43'04" East, a distance of 30.92 feet to the P.C. of a 155.00 foot radius curve to the right, having a central angle of 12°54'30" and a chord bearing and distance of South 25°15'49" East, 34.85 feet respectively;

Thence along the arc of said curve a distance of 34.92 feet to the south line of the above described tract of land;

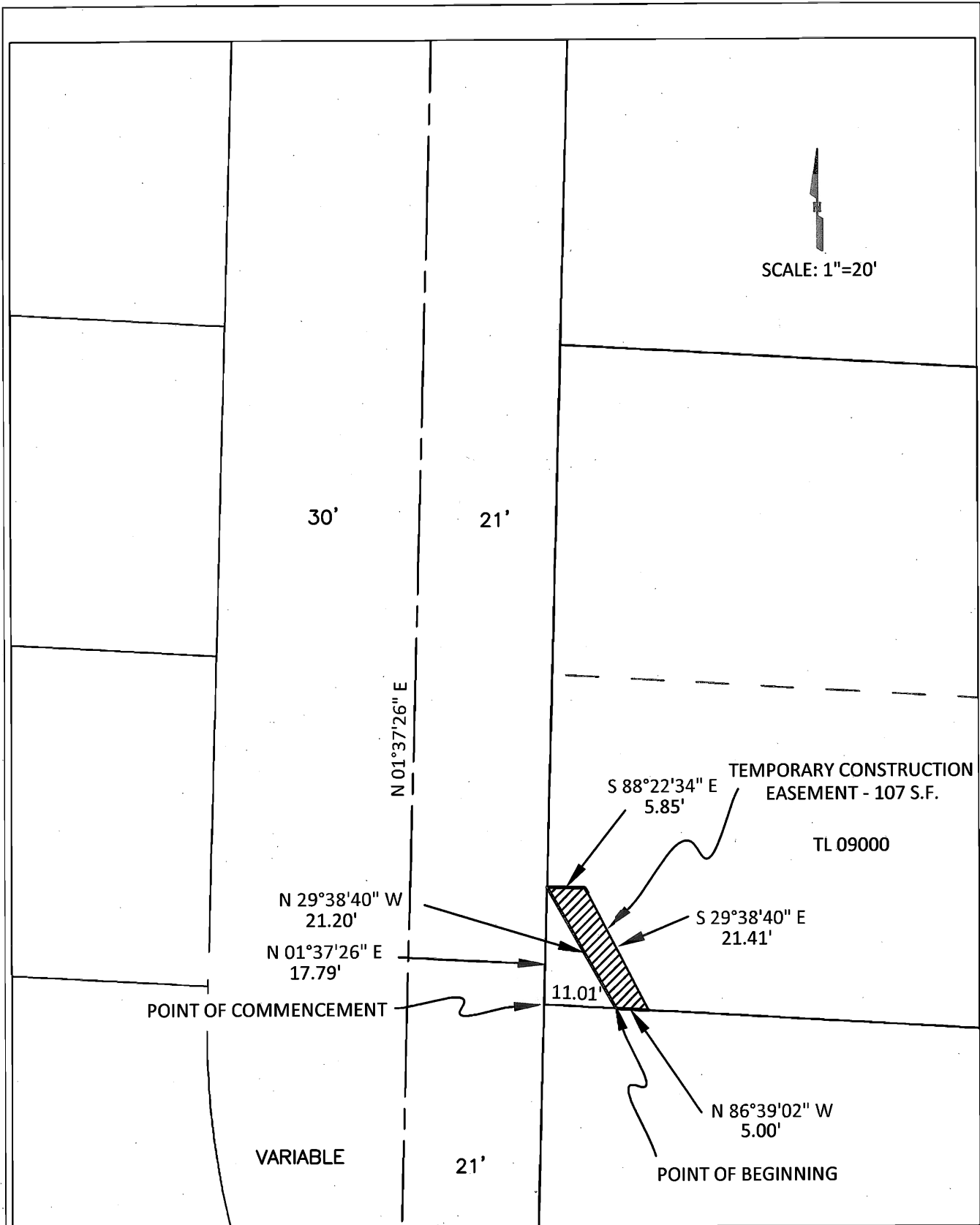
Thence North 86°39'02" West, along said south line, a distance of 5.41 feet to the P.C. of a 150.00 foot radius, non tangent curve to the left, having a central angle of 12°07'42" and a chord bearing and distance of North 25°39'13" West, 31.69 feet respectively;

Thence along the arc of said curve a distance of 31.75 feet to the Point of Tangency;

Thence, North 31°43'04" West, a distance of 30.92 feet to the P.C. of an 88.00 foot radius curve to the right, having a central angle of 32°42'12" and a chord bearing and distance of North 15°21'58" West, 49.55 feet respectively;

Thence along the arc of said curve, a distance of 50.23 feet to the POINT of BEGINNING

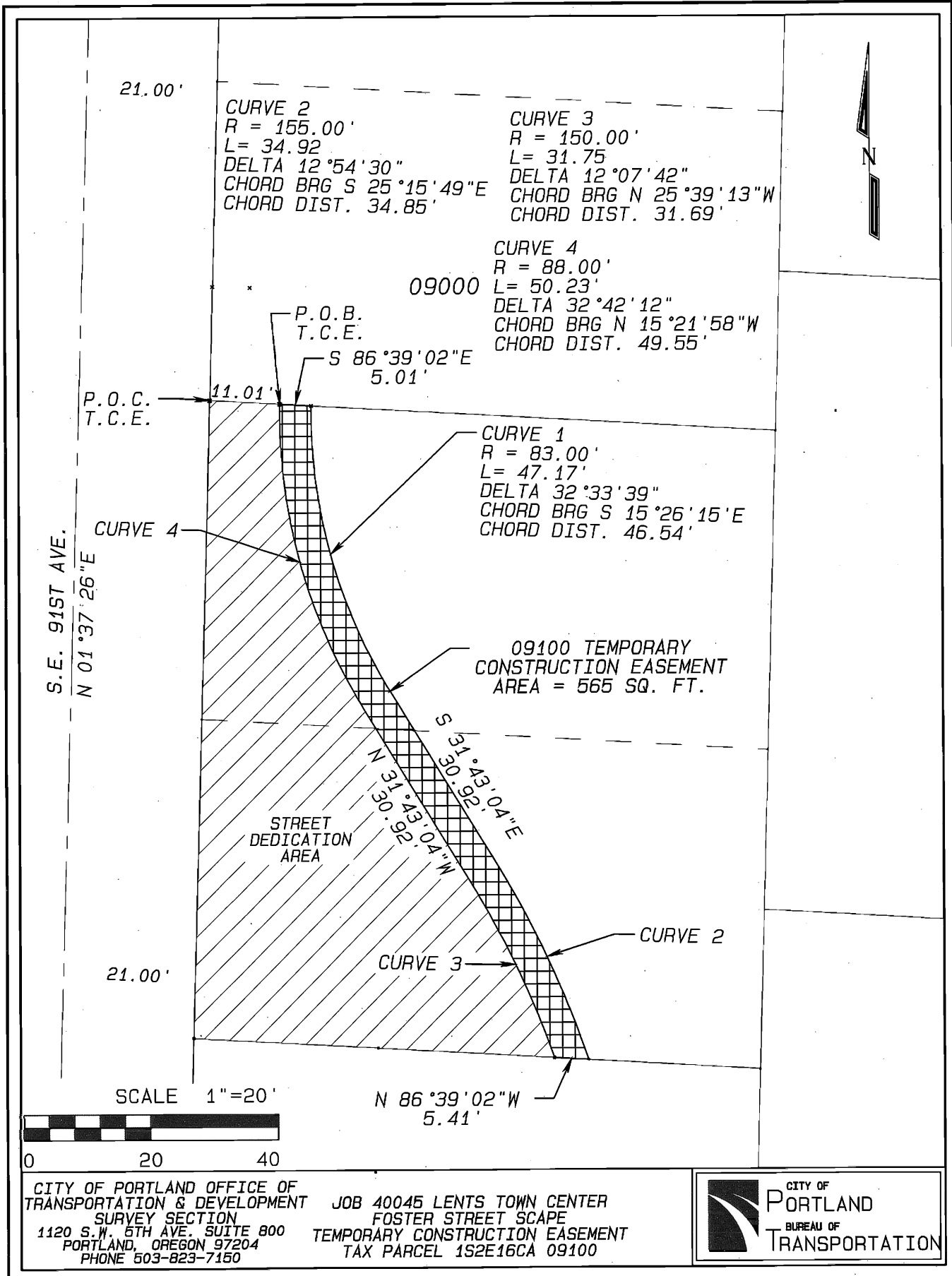
Containing 565 square feet, more or less.



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
TEMPORARY CONSTRUCTION EASEMENT
TAX PARCEL 1S2E16CA 09000





Grantor's Name & Address:
Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary construction easement for public street and right of way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of twelve (12) months commencing no earlier than May 15, 2012, and terminating no later than May 14, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight May 14, 2014.

R/W #7170-35

1S2E16CA TL 7400

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax statements shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to the subject property to the extent practicable.
- E. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of the subject property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the subject property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the
City of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

\\7170-35\TCE -PDC-11-17-11.doc

Exhibit A

Temporary Construction Easement
Parcel No. 1S2E16CA-07400
September 21, 2011

A Portion of that tract of land described in statutory warranty deed document 2009-175304, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at the intersection of the northerly right of way line of S.E. Foster Road, and the easterly right of way line of S.E. 88th Ave;

Thence North 02°13'31" East, along said easterly right of way line, a distance of 18.38 feet, to the POINT OF BEGINNING;

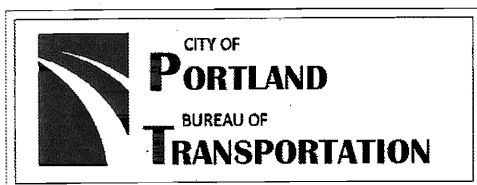
Thence North 02°13'31" East, continuing on said right of way line, a distance of 5.41 feet;

Thence, leaving said right of way line, South 65°24'30" East, parallel to said northerly right of way, a distance of 113.99 feet to the east line of said tract;

Thence South 02°01'55" West, along said east line, a distance of 5.41 feet;

Thence North 65°24'30" West, parallel with said northerly right of way, a distance of 114.01 feet to the POINT OF BEGINNING.

Containing 570 square feet, more or less.

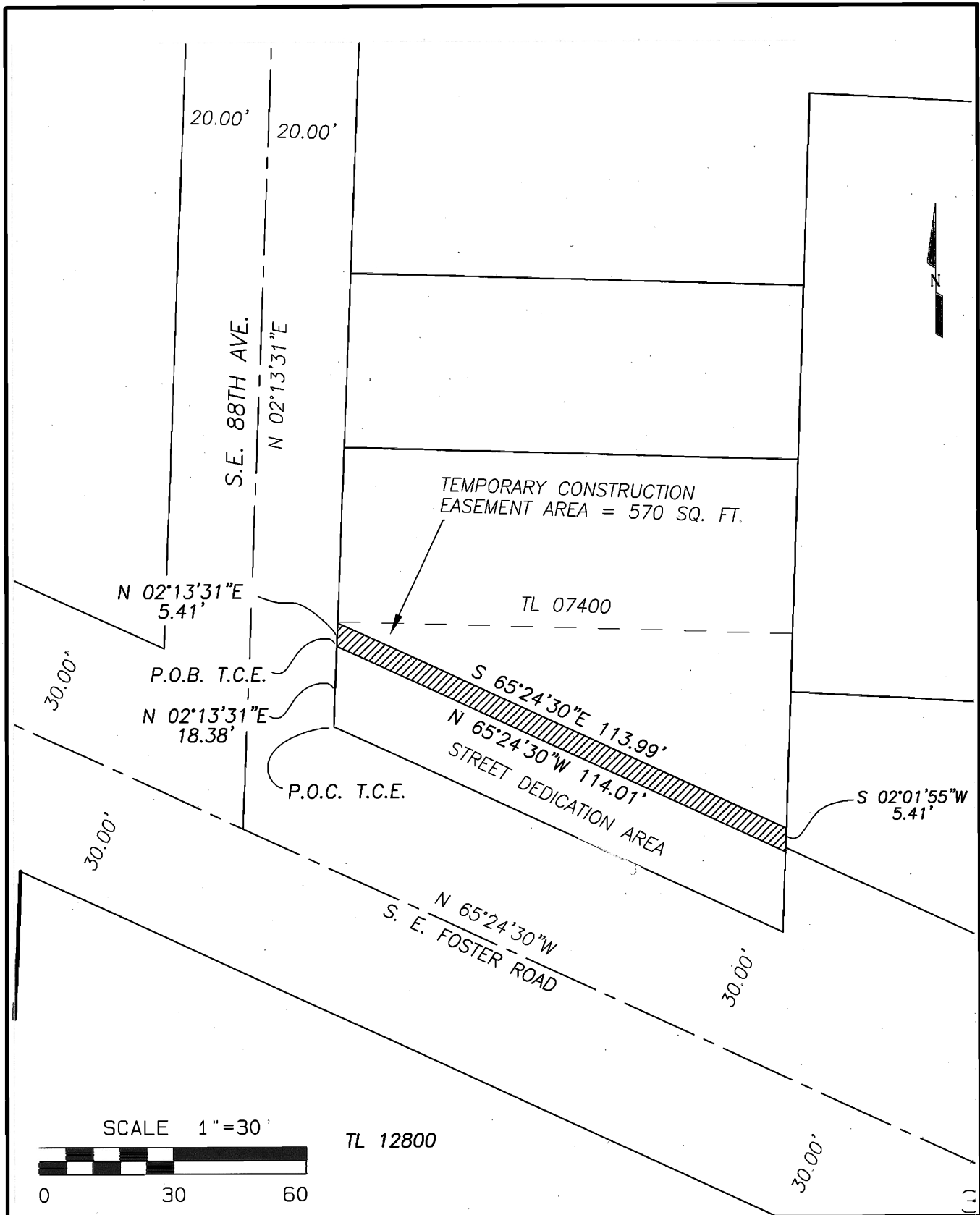


1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
STREET DEDICATION EASEMENT
TAX PARCEL 1S2E16CA 7400



Grantor's Name & Address:
Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary construction easement for public street and right of way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of twelve (12) months commencing no earlier than May 15, 2012, and terminating no later than May 14, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight May 14, 2014.

R/W #7170-36

1S2E16CA TL 7300

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax statements shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to the subject property to the extent practicable.
- E. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of the subject property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the subject property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the
City of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

V7170-36TCE -PDC-11-17-11.doc

Exhibit A

Temporary Construction Easement
Parcel No. 1S2E16DB-7300
September 21, 2011

A Portion of Parcel 2 described in statutory warranty deed document number 2009-152008, Multnomah County deed records, located in the southeast quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Beginning at a point on the northerly right of way line of S.E. Ramona Street, said point being the southeast corner of said Parcel 2;

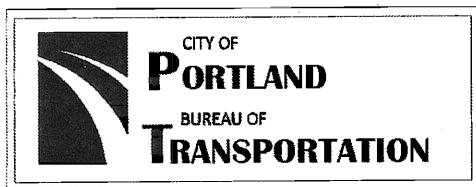
Thence, North 86°28'00" West, along said right of way line, a distance of 34.66 feet;

Thence, leaving said right of way line, North 03°32'00" East, a distance of 5.00 feet;

Thence, South 86°28'00" East, a distance of 34.49 feet to the east line of the said Parcel 2;

Thence, South 01°35'21" West, a distance of 5.00 feet to the point of beginning.

Containing 173 square feet, more or less.

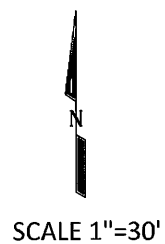
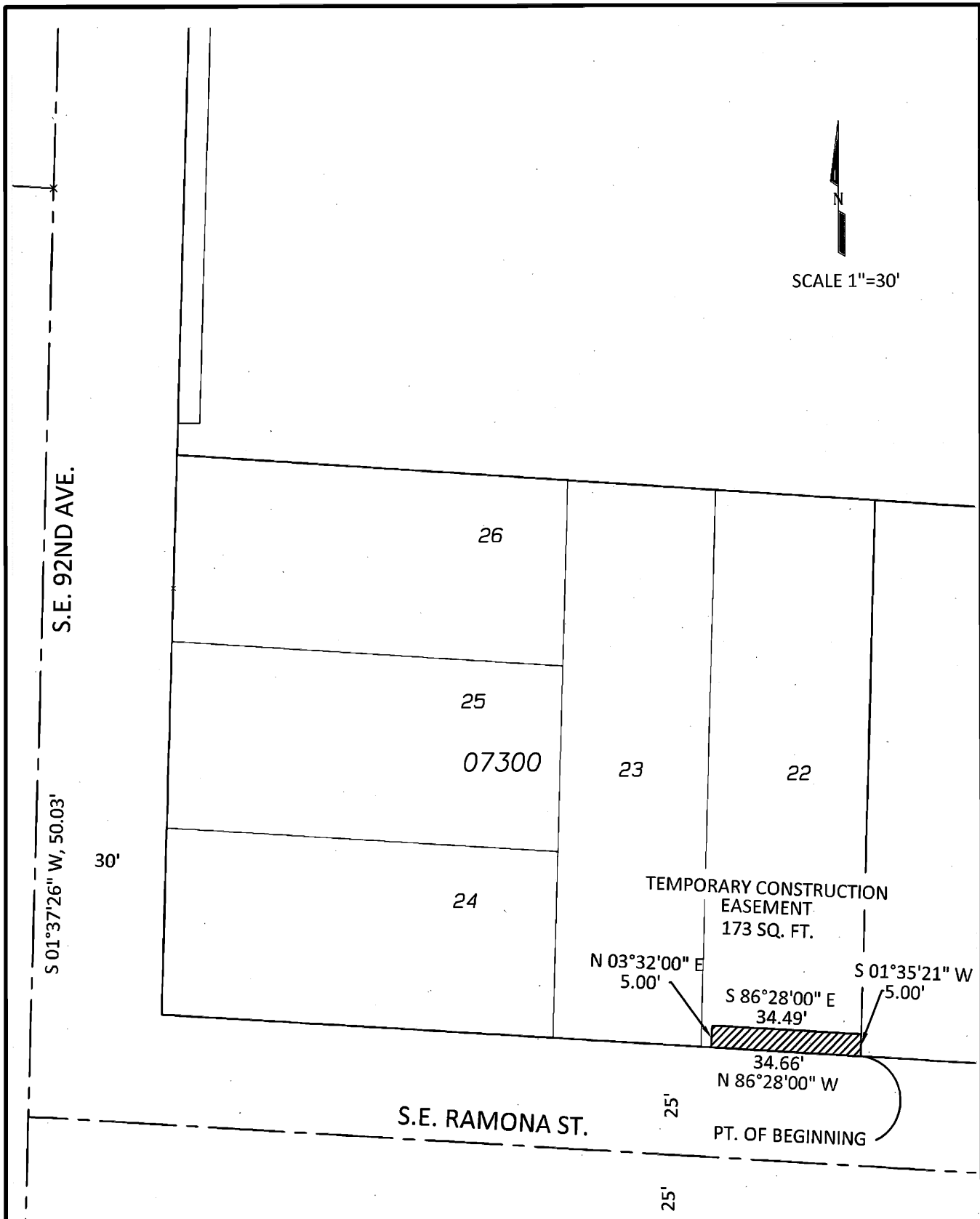


1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
TEMPORARY CONSTRUCTION EASEMENT
TAX PARCEL 1S2E16DB 07300



Grantor's Name & Address:
Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary construction easement for public street and right of way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of twelve (12) months commencing no earlier than May 15, 2012, and terminating no later than May 14, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight May 14, 2014.

R/W #7170-37

1S2E16DB TL 6500

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax statements shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to the subject property to the extent practicable.
- E. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of the subject property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the subject property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the
City of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

V7170-37\TCE -PDC-11-17-11.doc

Exhibit A
Temporary Construction Easement
Parcel No. 1S2E16DB-6500
September 21, 2011

A Portion of that tract of land described in statutory warranty deed document number 2009-172759, Multnomah County deed records, located in the southeast quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at a point on the southerly right of way line of S.E. Ramona Street, said point being the northwest corner of the above described tract of land;

Thence South $01^{\circ}35'21''$ West, along the westerly line of said tract of land, a distance of 3.00 feet to the POINT OF BEGINNING;

Thence South $86^{\circ}28'00''$ East, a distance of 38.17 feet to the Point of Curvature (P.C.) of a 54.00 foot radius curve to the left, having a central angle of $19^{\circ}13'43''$ and a chord bearing and distance of North $83^{\circ}57'34''$ East, 18.04 feet respectively;

Thence along the arc of said curve a distance of 18.12 feet to the South line of S.E. Ramona Street and a point of non tangency;

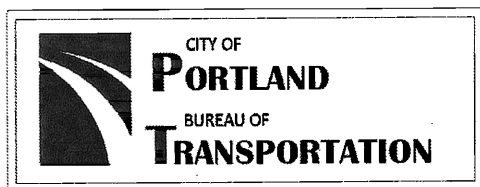
Thence, along said right of way line, South $86^{\circ}28'00''$ East, a distance of 11.92 feet to the P.C. of a 59.00 foot radius, non tangent curve to the right having a central angle of $30^{\circ}13'31''$ and a chord bearing and distance of South $78^{\circ}27'40''$ West, 30.76 feet respectively;

Thence along the arc of said curve a distance of 31.12 feet to the Point of Tangency;

Thence, North $86^{\circ}28'00''$ West, parallel to said right of way line, a distance of 37.99 feet to the west line of said tract;

Thence, North $01^{\circ}35'21''$ East, along said west line, a distance of 5.00 feet to the POINT OF BEGINNING.

Containing 315 square feet, more or less.

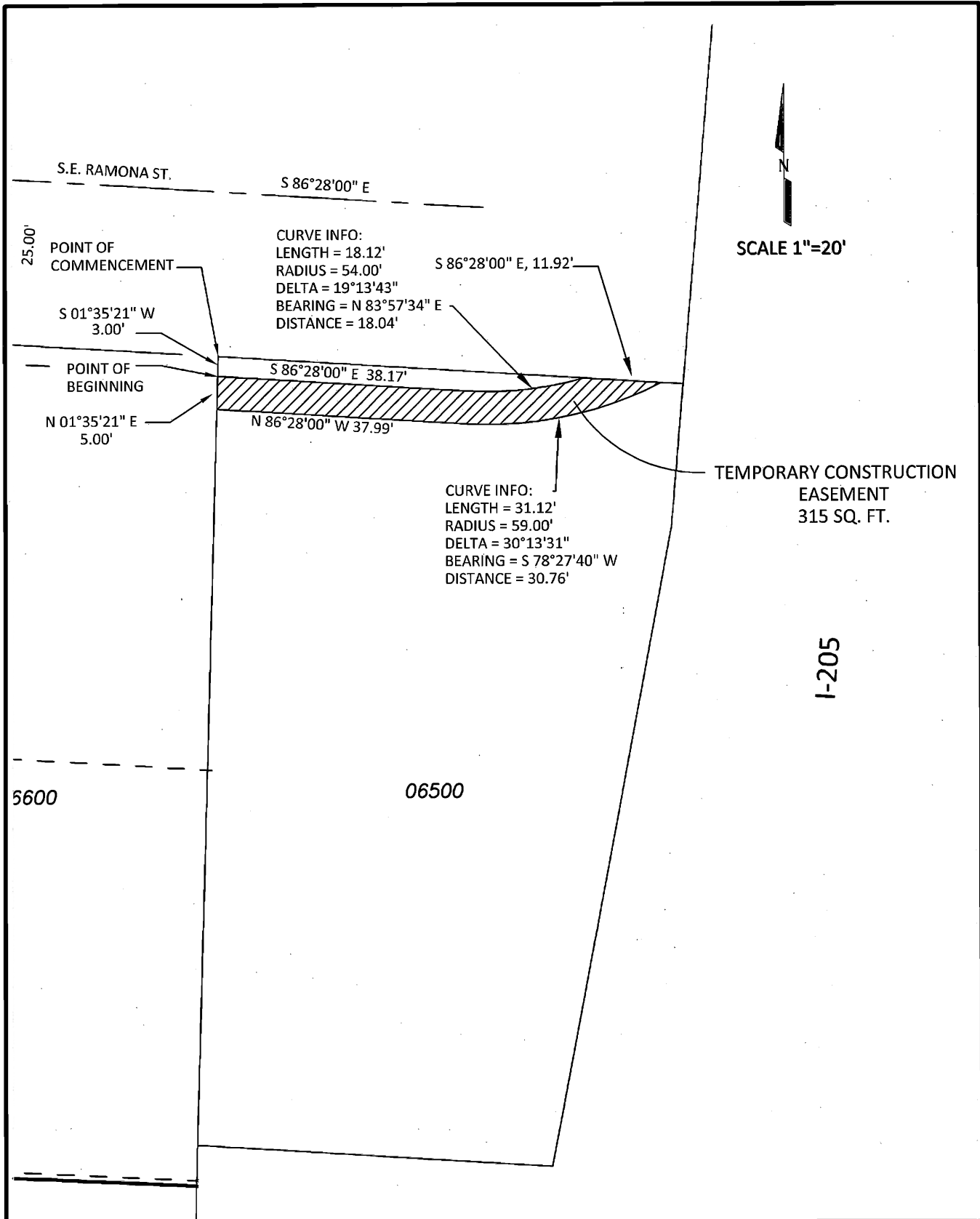


1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Bryan Hill

OREGON
JUNE 30, 1997
BRYAN L. HILL
2821



CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
TEMPORARY CONSTRUCTION EASEMENT
TAX PARCEL 1S2E16DB 06500



Grantor's Name & Address:
Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary construction easement for public street and right of way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon being particularly described as follows ("Subject Property"):

As described on Exhibits A1 and A2 and shown on Exhibits B1 and B2 attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of twelve (12) months commencing no earlier than May 15, 2012, and terminating no later than May 14, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight May 14, 2014.

R/W #7170-38

1S2E16DB TL 6300, 6400

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax statements shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to the subject property to the extent practicable.
- E. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of the subject property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the subject property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the
City of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

\\7170-38\TCE -PDC-11-17-11.doc

Exhibit A1

Temporary Construction Easement
Parcel No. 1S2E16DB-6300
October 18, 2011

A Portion of that tract of land described as Parcel I, in Statutory Warranty Deed, document number 2008-168904, recorded December 18th of 2008, Multnomah County deed records, located in the southeast quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at a point on the East line of said Parcel I, where said East line intersects the northerly right of way line of S.E. Foster Road. Said point being 30.00 feet northerly of the centerline of said Foster Road when measured perpendicular thereto;

Thence North 01°38'19" East, along said East line a distance of 4.29 feet, to the POINT of BEGINNING;

Thence North 67°15'00" West, parallel with said northerly right of way line, a distance of 55.56 feet;

Thence North 88°18'43" West, a distance of 11.13 feet, to said northerly right of way line;

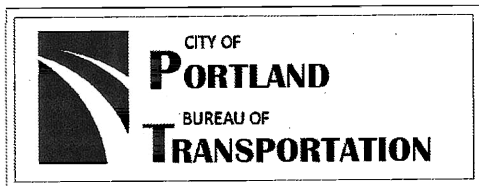
Thence North 67°15'00" West, along said northerly right of way line, a distance of 5.00 feet to the West line of said Parcel I;

Thence North 01°41'17" East, along said West line a distance of 9.64 feet;

Thence South 67°15'00" East, parallel with said northerly right of way line, a distance of 72.48 feet to the East line of said Parcel I;

Thence, South 01°38'19" West, along said East line, a distance of 5.36 feet to the POINT OF BEGINNING.

Containing 406 square feet, more or less.



1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
ALAN D. KUMMA
56124

EXPIRATION DATE:

Exhibit A2

Temporary Construction Easement
Parcel No. 1S2E16DB-6400
October 18, 2011

A Portion of that tract of land described as Parcel II, in Statutory Warranty Deed, document number 2008-168904, recorded December 18th of 2008, Multnomah County deed records, located in the Southeast Quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

BEGINNING at a point on the East line of said Parcel II, where said East line intersects the northerly right of way line of S.E. Foster Road. Said point being 34.00 feet northerly of the centerline of Foster Road when measured perpendicular thereto;

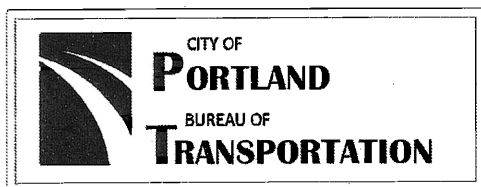
Thence North 67°15'00" West, along said northerly right of way line, a distance of 72.53 feet to the West line of said tract;

Thence North 01°38'19" East, along said West line a distance of 5.36 feet;

Thence South 67°15'00" East, parallel with said northerly right of way line, a distance of 72.53 feet to the East line of said tract;

Thence, South 01°35'21" West, along said East line, a distance of 5.36 feet to the POINT OF BEGINNING.

Containing 363 square feet, more or less.

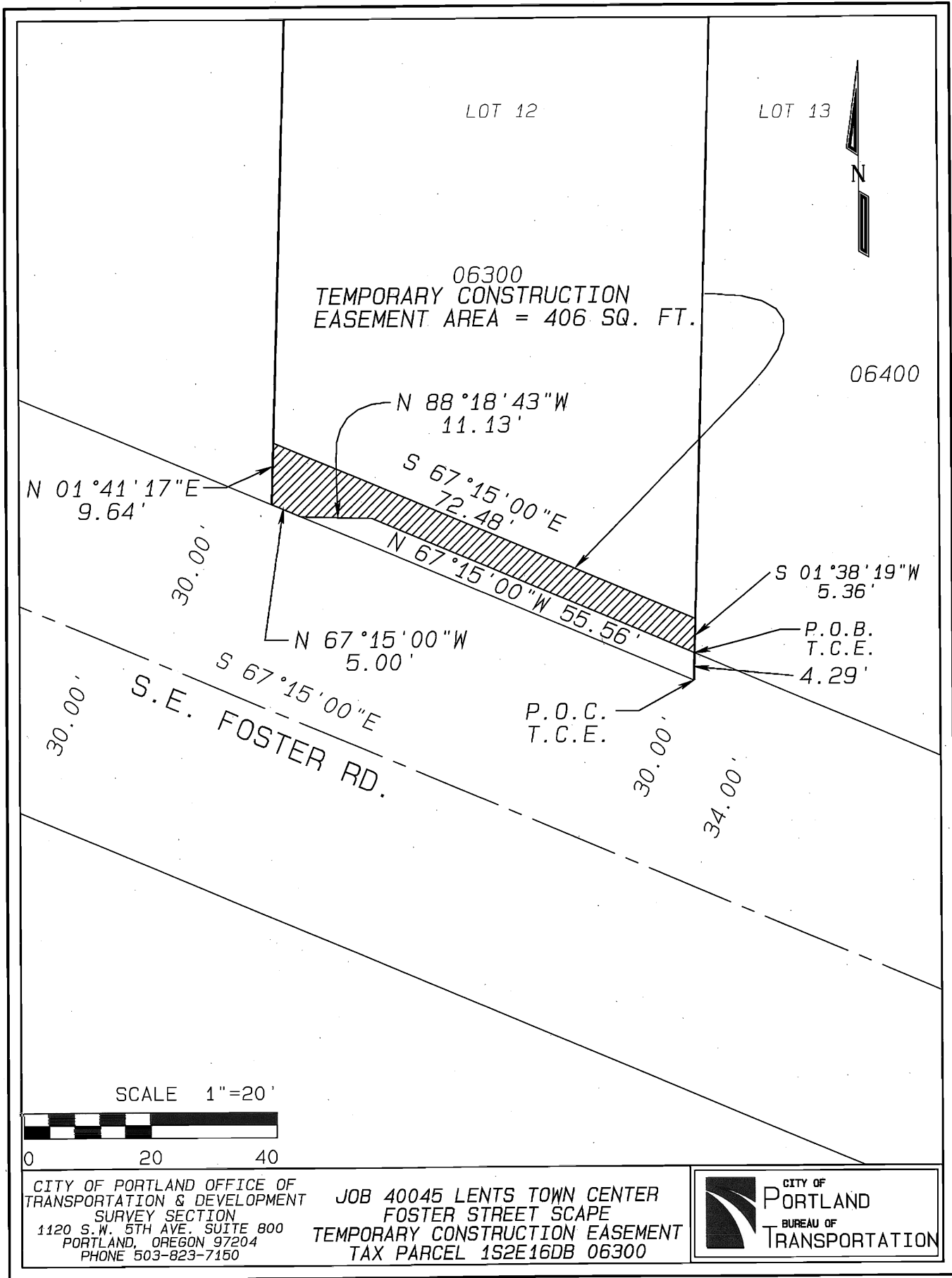


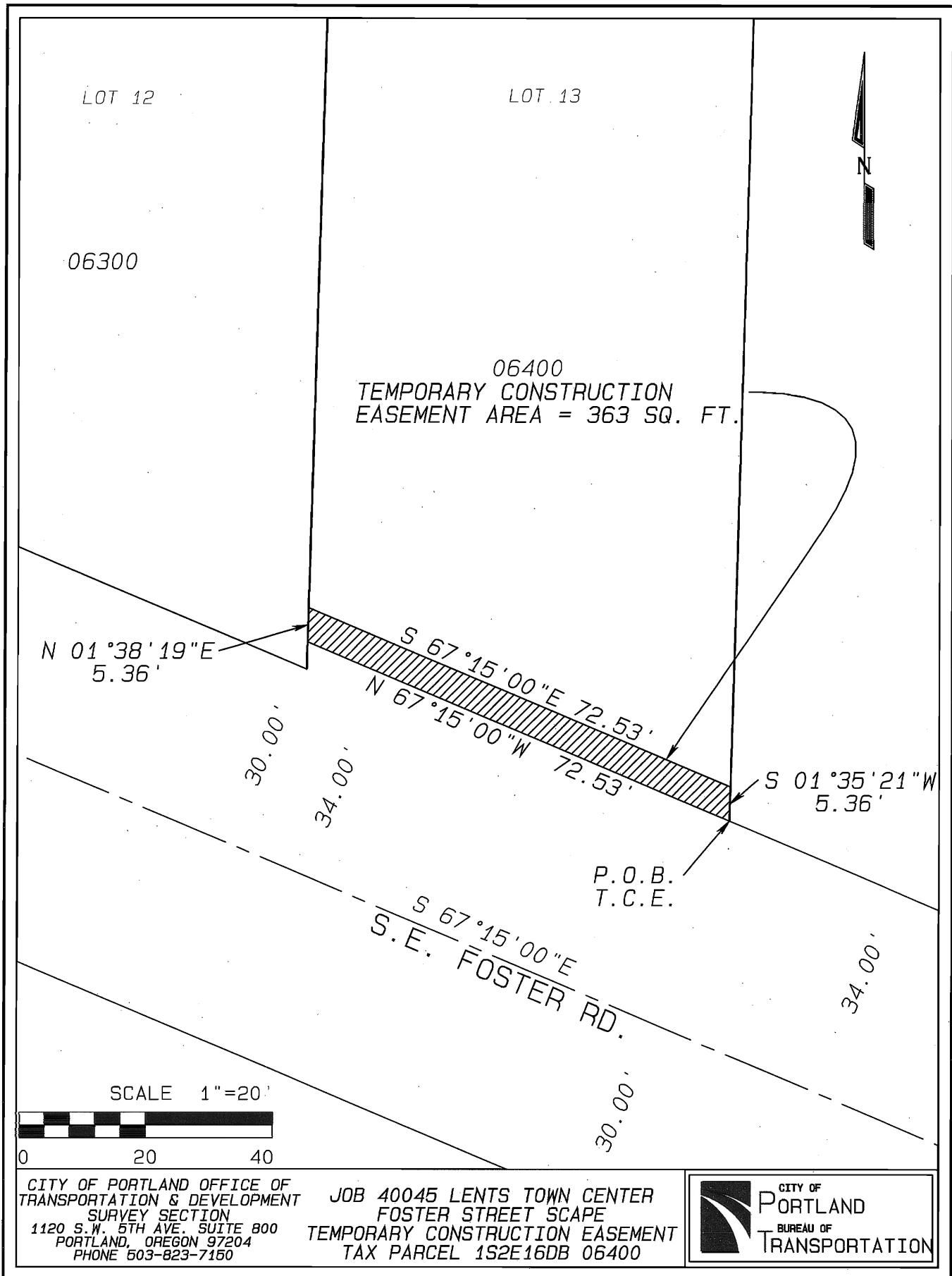
1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
ALAN D. KUMMA
56124

EXPIRATION DATE:





Grantor's Name & Address:

Portland Development Commission

Attn:

222 NW 5th Ave.

Portland, OR 97209

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary construction easement for public street and right of way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon being particularly described as follows ("Subject Property"):

As described on Exhibits A1 and A2 and shown on Exhibits B1 and B2 attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of twelve (12) months commencing no earlier than May 15, 2012, and terminating no later than May 14, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight May 14, 2014.

R/W #7170-39

1S2E16DB TL 7600, 7700

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax statements shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to the subject property to the extent practicable.
- E. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of the subject property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the subject property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the
City of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

City Engineer or his designee

V7170-39TCE -PDC-11-17-11.doc

Exhibit A1

Temporary Construction Easement
Parcel No. 1S2E16DB-7600
October 16, 2011

A portion of Parcel I, described in Statutory Warranty Deed document number 2009-152008, recorded October 30, 2009, Multnomah County deed records, located in the Southeast Quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Beginning at a point on the North line of Lot 6 of said Parcel I, where said North line intersects the easterly right of way line of S.E. 92nd Avenue;

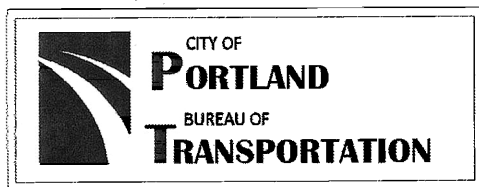
Thence South 86°13'03" East, along said North line a distance of 5.00 feet;

Thence South 01°37'26" West, parallel with said East right of way line a distance of 52.21 feet;

Thence North 88°22'34" West, a distance of 5.00 feet to said East right of way line;

Thence North 01°37'26" East, along said East right of way line a distance of 52.40 feet to the POINT of BEGINNING;

Containing 262 square feet, more or less.



1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
ALAN D. KUMMA
56124

EXPIRATION DATE:

Exhibit A2

Temporary Construction Easement
Parcel No. 1S2E16DB-7700
October 16, 2011

A portion of Parcel I, described in Statutory Warranty Deed document number 2009-152008, recorded October 30, 2009, Multnomah County deed records, located in the Southeast Quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Beginning at a point on the North line of Lot 6 of said Parcel I, where said North line intersects the easterly right of way line of S.E. 92nd Avenue;

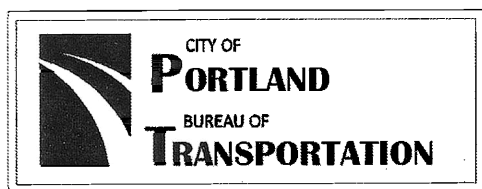
Thence North 01°37'26" East, along said East right of way line a distance of 59.68 feet to the North line of Lot 5 of said Parcel I;

Thence South 86°16'12" East, along said North line a distance of 5.00 feet;

Thence South 01°37'26" West, parallel with said East right of way line a distance of 59.68 feet to the North line of said Lot 6;

Thence North 86°13'03" West, a distance of 5.00 feet to the POINT of BEGINNING

Containing 298 square feet, more or less.

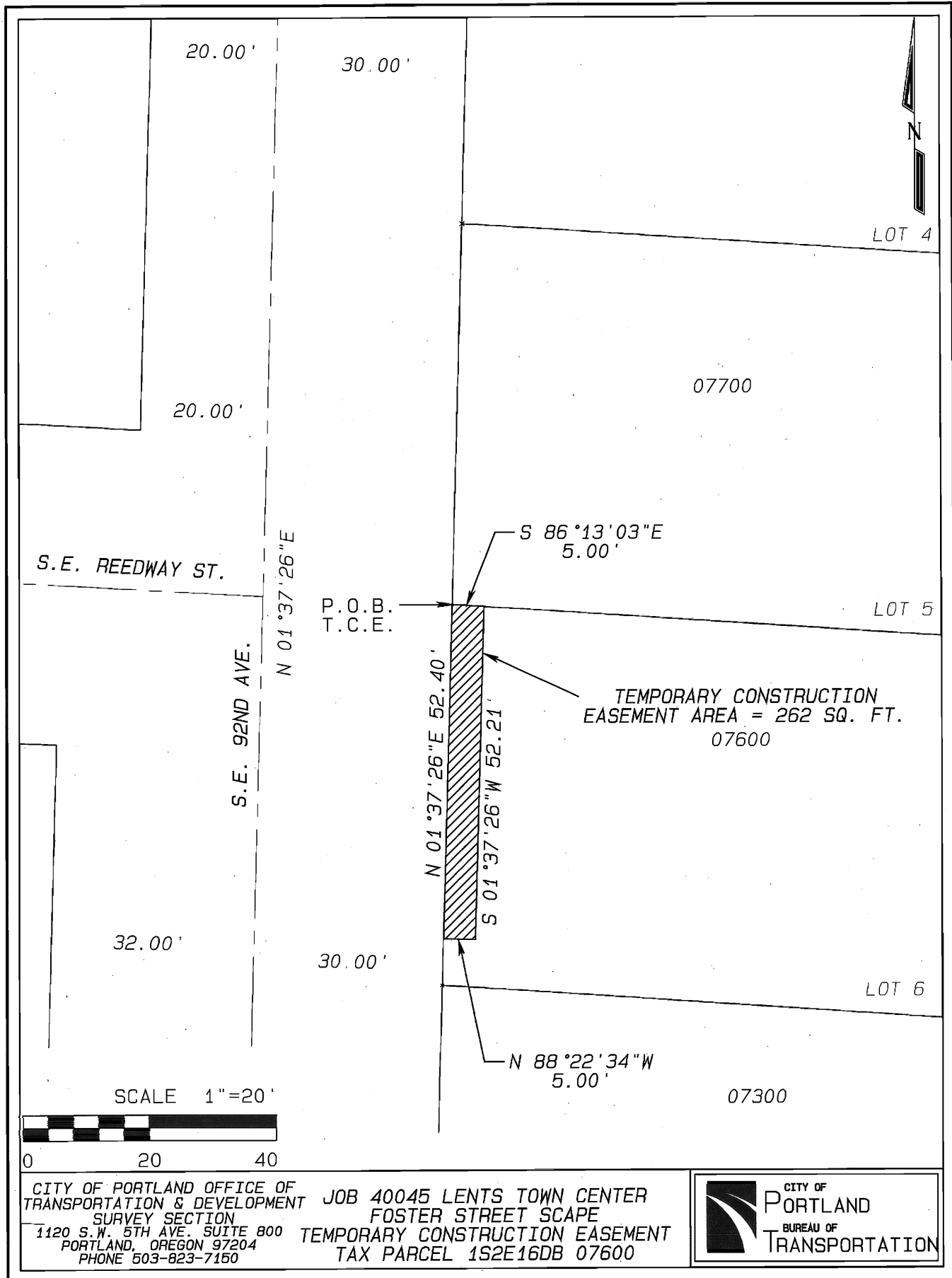


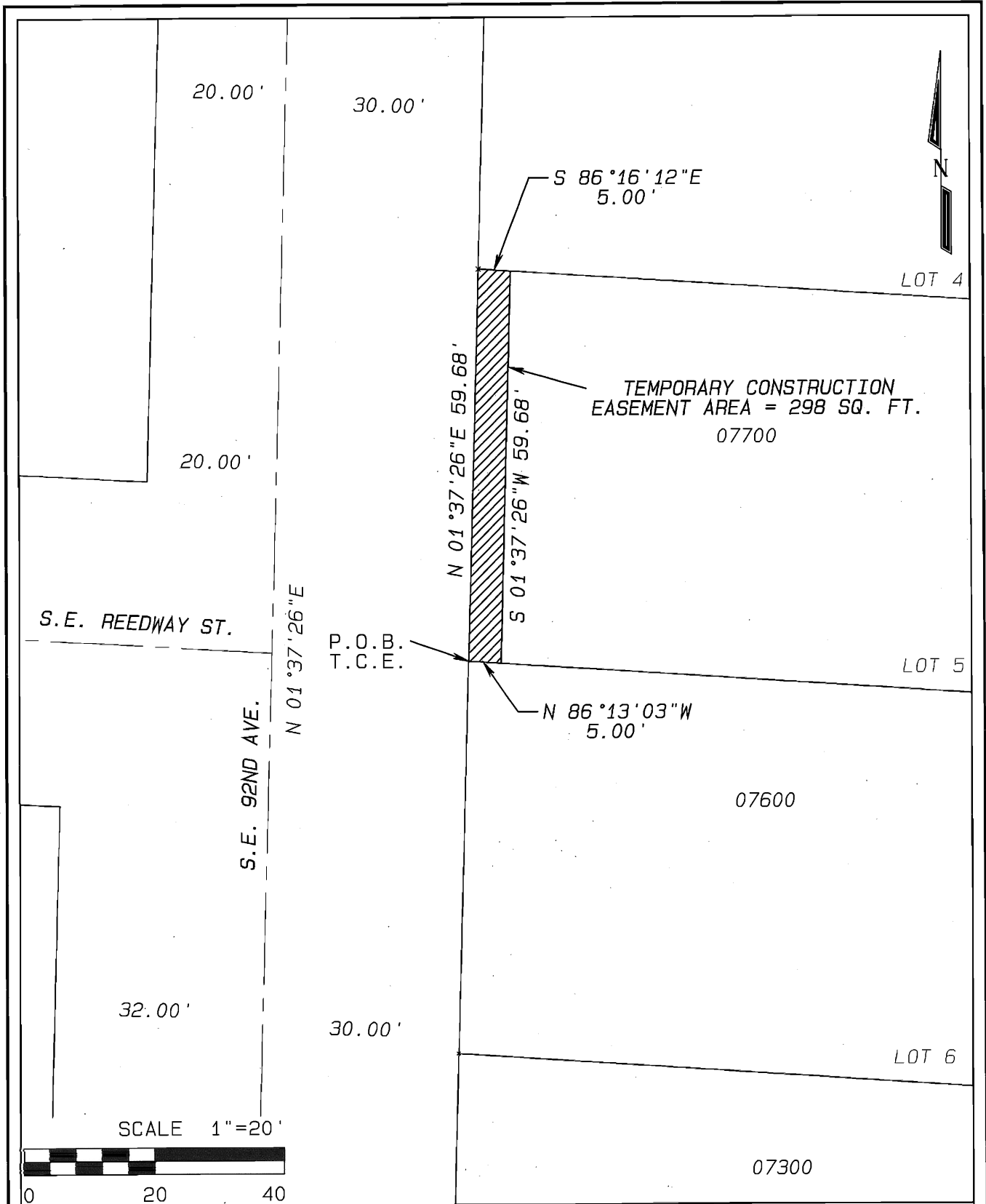
1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2000
ALAN D. KUMMA
56124

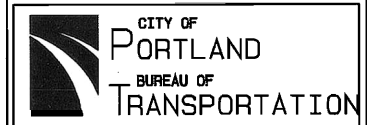
EXPIRATION DATE:





CITY OF PORTLAND OFFICE OF
TRANSPORTATION & DEVELOPMENT
SURVEY SECTION
1120 S.W. 5TH AVE. SUITE 800
PORTLAND, OREGON 97204
PHONE 503-823-7150

JOB 40045 LENTS TOWN CENTER
FOSTER STREET SCAPE
TEMPORARY CONSTRUCTION EASEMENT
TAX PARCEL 1S2E16DB 07700



Grantor's Name & Address:
Portland Development Commission
Attn:
222 NW 5th Ave.
Portland, OR 97209

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland, acting by and through the Portland Development Commission, the duly designated urban renewal agency of the City of Portland, Oregon, as Grantor, in consideration of the sum of One and no/100 Dollars (\$1.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, a temporary construction easement for public street and right of way purposes in the real property situated in the City of Portland, County of Multnomah, and State of Oregon being particularly described as follows ("Subject Property"):

As described on Exhibit A and shown on Exhibit B attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of twelve (12) months commencing no earlier than May 15, 2012, and terminating no later than May 14, 2013.
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight May 14, 2014.

R/W #7170-40

1S2E16CA TL 11000

After Recording Return to:

Marty Maloney, City of Portland

1120 SW 5th Avenue, 8th Fl

Portland, OR 97204

Tax statements shall be sent to: No Change

- C. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to the subject property to the extent practicable.
- E. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of the subject property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the subject property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.

IN WITNESS WHEREOF, the Grantor above named, has pursuant to resolution of its Board of Commissioners, duly and legally adopted, caused these presents to be signed by its Chair and Secretary, this _____ day of _____, 20__.

PORTLAND DEVELOPMENT COMMISSION,
the duly designated urban renewal agency of the
City of Portland, Oregon

Patrick Quinton, Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 20__,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

Notary Public for Oregon
My Commission expires _____

Approved as to form:

City Attorney

Approved:

Director or designee

V7170-40 PDC\TCE -PDC-12-15-11.doc

Exhibit A

Temporary Construction Easement
Parcel No. 1S2E16CA-11000
September 21, 2011

A Portion of Parcel 2 described in statutory warranty deed document number 2008-090918, Multnomah County deed records, located in the southwest quarter of Section 16, Township 1 South, Range 2 East, Willamette Meridian, City of Portland, Multnomah County, Oregon,

Commencing at the point of intersection of the southerly right of way line of S.E. Foster Road, 30.00 feet southwesterly of centerline and the easterly Line of said Parcel 2;

Thence, along said easterly line, South 02°07'05" West, a distance of 2.71 feet, to the TRUE POINT OF BEGINNING of this description;

Thence continuing along said easterly line, South 02°07'05" West, a distance of 7.11 feet;

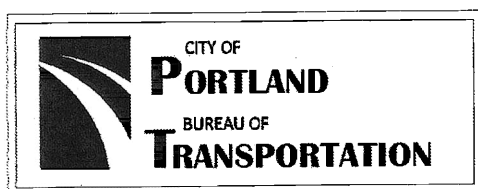
Thence, leaving said easterly line, parallel with said southwesterly right of way line, North 65°24'30" West, a distance of 82.35 feet to the easterly right of way line of S.E. 91st Avenue, being 25.00 feet from the centerline of S.E. 91st Avenue when measured perpendicular from;

Thence, North 58°21'17" East, a distance of 6.09 feet;

Thence, parallel to said southwesterly right of way line, South 65°24'30" East, a distance of 72.63 Feet;

Thence, South 87°52'55" East, a distance of 3.92 feet, to the point of beginning.

Containing 407 square feet, more or less.



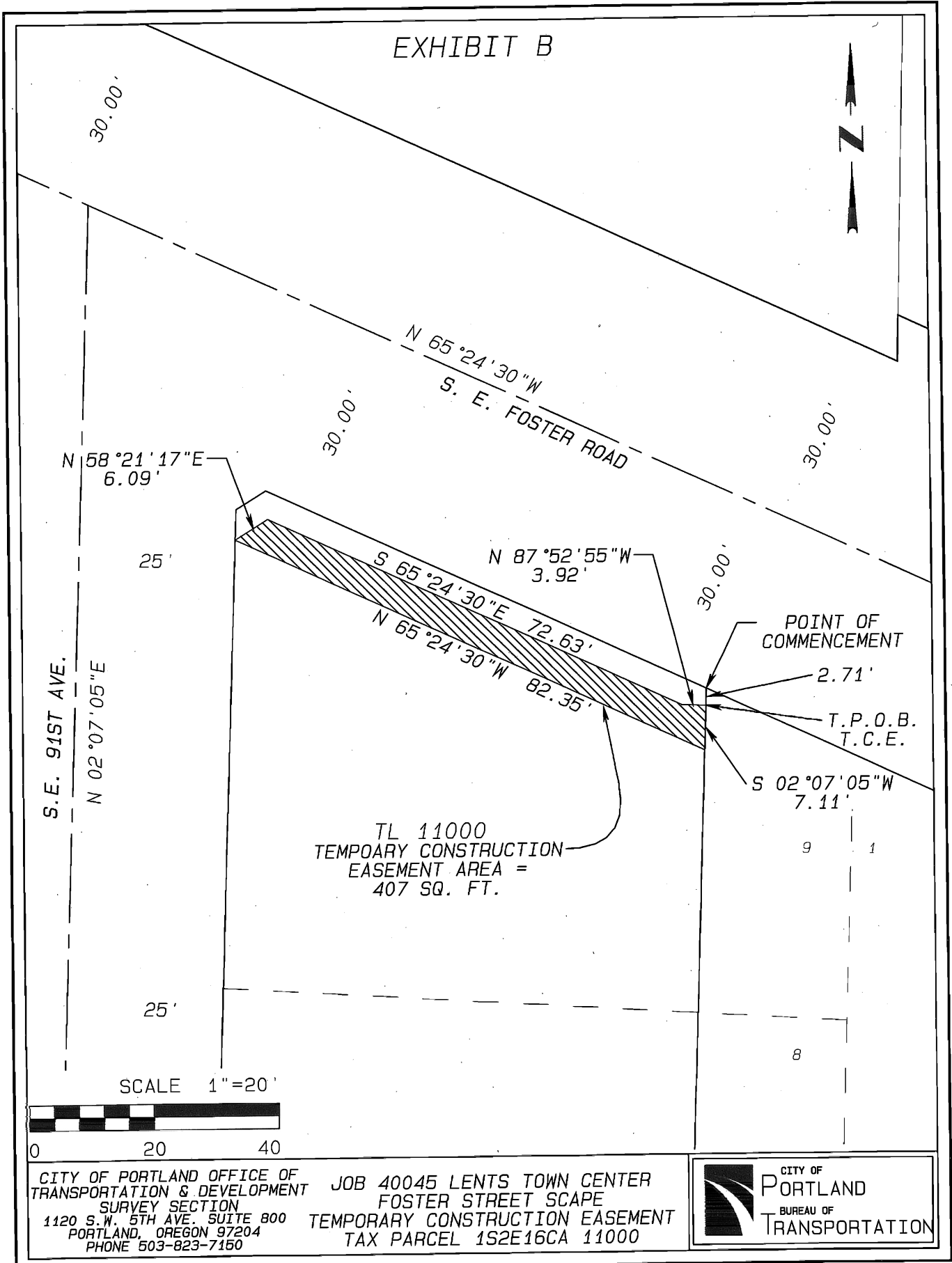
1120 SW 5TH AVENUE, SUITE 800
PORTLAND OREGON, 97204

REGISTERED
PROFESSIONAL
LAND SURVEYOR

A handwritten signature in black ink that reads "Thomas P. Beinbauer". The signature is written in a cursive style with a long, sweeping tail on the last name.

OREGON
JULY 17, 1994
THOMAS P. BEINHAEUER
2654

EXPIRES 12-31-2011



PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6921

Title:

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORTLAND BUREAU OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED \$797,640 FOR THE FOSTER-WOODSTOCK STREETScape ENHANCEMENT PROJECT (CONSTRUCTION PHASE) IN THE LENTS TOWN CENTER URBAN RENEWAL AREA; AUTHORIZING DEDICATION OF RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENTS.

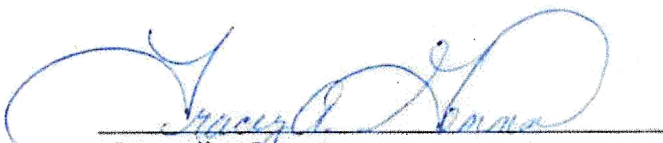
Adopted by the Portland Development Commission on February 22, 2012.

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Chair Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Commissioner Aneshka Dickson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Steven Straus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Commissioner Charles Wilhoite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consent Agenda		<input checked="" type="checkbox"/> Regular Agenda		

Certification

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and duly recorded in the official minutes of the meeting.



Recording Secretary

Date: February 22, 2012.