

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 6681

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORTLAND BUREAU OF TRANSPORTATION FOR THE EASTSIDE BURNSIDE-COUCH COUPLET PROJECT (CONSTRUCTION PHASE) IN THE CENTRAL EASTSIDE URBAN RENEWAL AREA; AUTHORIZING DEDICATION OF RIGHT-OF-WAY AND CONVEYANCE OF A SLOPE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO THE CITY OF PORTLAND AT THE BURNSIDE BRIDGEHEAD SITE, BLOCK 76 CONCERNING THE SAME

WHEREAS, in October 2002, the Portland Development Commission (“PDC”) Board of Commissioners (the “Board”) reviewed the Phase I *Burnside Transportation and Urban Design Plan* (the “Plan”) in connection with the realignment of Burnside and Couch Streets into a one-way couplet system (the “Project”) and directed PDC staff to coordinate with the Portland Bureau of Transportation (“PBOT”) to initiate Phase II work of the Project, including refining the transportation improvements and evaluating development potential related to transportation and streetscape enhancements;

WHEREAS, in December 2002, the Portland City Council adopted the Plan, including couplet improvements for East and West Burnside and Couch Streets from East 14th Avenue to West 16th Avenue and instructed Phase II work to begin;

WHEREAS, the Phase II *Burnside/Couch Transportation and Urban Design Plan Technical Refinements* and the *Burnside and Couch Catalyst Development Study* were completed by PBOT and PDC in June 2005, further developing the couplet design, preparing the Project to begin preliminary engineering, and analyzing development potential related to the transportation improvements;

WHEREAS, the east and west segments of the Project can be engineered and constructed independently of each other;

WHEREAS, on March 9, 2006, the Portland City Council passed a resolution (No. 36388) to move forward with preliminary engineering on the Eastside Burnside-Couch Couplet (the “Eastside Couplet Project”) and to refine the funding strategy for the eastside to more quickly secure the funds necessary to construct that portion of the Project;

WHEREAS, on March 22, 2006, the Board passed a resolution (No. 6344) to endorse the Eastside Couplet Project and directed PDC staff to continue to work with PBOT to refine the funding strategy and secure funds for the Eastside Couplet Project;

WHEREAS, in June 2007, the Eastside Burnside-Couch Couplet Design Advisory Committee was formed by PBOT to review and discuss difference design aspects of the

Eastside Couplet Project including green street improvements, bicycle connectivity, design options at 13th Avenue between Burnside and Couch Streets, design opportunities for Streetcar, and value engineering as needed;

WHEREAS, on April 22, 2008, the Eastside Burnside-Couch Couplet 60 Percent Design and Engineering Report was completed with an estimated project cost of \$28 million, which exceeded the available funding;

WHEREAS, in an effort to reduce project costs, former Commissioner Adams approved a revised project scope that meets the available funds of \$17.8 million;

WHEREAS, \$17.8 million in funding has been secured from various sources; including a Federal earmark, an Oregon Department of Transportation Immediate Opportunity Fund grant, a Metropolitan Transportation Improvement Program grant, City of Portland Transportation System Development Charge funds, and tax increment funds;

WHEREAS, \$4.9 million has been budgeted in the Central Eastside Urban Renewal Area's FY 2009-10 proposed budget and FY 2010-11 forecasted budget;

WHEREAS, the completion of the Eastside Couplet Project is important to the Burnside Bridgehead development, a significant PDC catalytic project to the Central Eastside Urban Renewal Area;

WHEREAS, the approval of this resolution will allow the Eastside Couplet Project to begin the bidding and contract award phase in April 2009;

WHEREAS, PDC and PBOT desire to enter into an Intergovernmental Agreement substantially in the form attached hereto as Exhibit A (the "IGA") to establish their respective roles and responsibilities in connection with the Eastside Couplet Project;

WHEREAS, in connection with the construction of the Eastside Couplet Project, PBOT requires a right-of-way dedication, conveyance of a slope easement, and a temporary construction easement from PDC-owned property at the Burnside Bridgehead site, Block 76; and

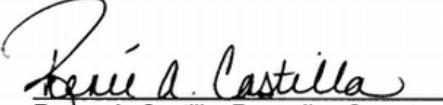
WHEREAS, accordingly, PDC shall execute: (i) the Deed for Right-of-Way Purposes in the form attached hereto as Exhibit B (the "Dedication"), dedicating 8,645 square feet of Block 76 to the City of Portland as right of way; (ii) the Slope Easement in the form attached hereto as Exhibit C (the "Slope Easement") to convey a 4,986 square foot easement on Block 76 to the City of Portland; and (iii) the Temporary Construction Easement in the form attached hereto as Exhibit D (the "Construction Easement") to convey a 17,383 square foot easement on Block 76 to the City of Portland for the construction of the NE Couch Street alignment onto the Burnside Bridge.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director is hereby authorized to enter into and execute the IGA, the Dedication, the Slope Easement and Construction Easement;

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to approve minor amendments to the IGA, including extension of the termination date and changes in scope of work; and

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

Adopted by the Portland Development Commission on March 11, 2009.



Renee A. Castilla
Renee A. Castilla, Recording Secretary

INTERGOVERNMENTAL AGREEMENT
Between
Portland Development Commission
And
Portland Bureau of Transportation
For the
East Burnside/Couch Couplet Project -
Construction Phase

This Intergovernmental Agreement (this “Agreement”), dated this ____ day of _____, 2009, (“Effective Date”) is made and entered into by and between the **City of Portland, Bureau of Transportation** (“PBOT” or “Bureau”) and the **Portland Development Commission** (“PDC” or “Commission”). PDC and PBOT may be referred to jointly in this Agreement as the “Parties” or individually as a “Party”

RECITALS

1. PDC, as the duly-designated Urban Renewal agency of the City of Portland (the “City”), is granted broad powers under ORS 457.170 for the planning and implementation of urban renewal projects.
2. Bureau is responsible for transportation operations and improvements within the City public rights of way.
3. A cooperative partnership between Commission and Bureau will be beneficial to the implementation of urban renewal plans and the development of other public policies, plans and capital projects.
4. The 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. SCOPE OF WORK

A. Background

1. The Burnside Transportation and Urban Design Plan (the “Plan”) was adopted by Council in December 2002. The Plan outlines recommendations that respond to the diverse needs of the Central City and its surrounding neighborhoods to integrate West

- and East Burnside Street more fully into downtown Portland, including the realignment of West and East Burnside Street and NW and NE Couch Streets into a one-way couplet system (the “Couplet”). The Plan’s Phase I work identifies catalyst development opportunities, recommends functional and aesthetic improvements to the right-of-way, and establishes a blueprint for public and private investment. The Plan’s implementation strategy describes a variety of tasks necessary to take the Plan from concept to construction.
2. On March 9, 2006, Council voted to move forward with engineering on the eastside segment of the Couplet. On April 11, 2007, Council voted to move forward on the westside segments of the Couplet and to analyze further the lower/central west segments. In January 2007, the Couplet was split into eastside and westside segment work orders were split.
 3. The completion of the eastside segment of the Couplet (the “Project”) will transform the street and support the economic and social vitality of East Burnside Street and the surrounding neighborhoods.
 4. Design and engineering for the Project will be completed in FY 2008-2009. Construction is anticipated to start in summer 2009 and be complete by summer 2010. Bureau will start the, Bid and Award phase of the Project in March 2009.
 5. The total estimated cost for the construction of the Project is estimated at \$13.5 million which is being funded by Federal earmark, MTIP, ODOT IOF funds, SDC, and TIF. PDC’s total contribution for this project is \$5,396,642.
 6. Three million nine hundred and forty thousand seven hundred forty-eight dollars (\$3,940,748) is proposed for construction of the Project in the FY 2009-2010 PDC proposed budget, subject to appropriation.
 7. One million dollars (\$1,000,000) is proposed in the FY 2010/2011 PDC budget, subject to appropriation, to repay Bureau for Project construction costs.
 8. Construction of the Project by Bureau requires a right-of-way dedication, a slope easement and a temporary construction easement for certain PDC-owned property in the Project area from PDC. Accordingly, the Parties shall enter into that certain Slope Easement of even date herewith, that certain Deed for Right-of-Way Purposes of even date herewith, and that certain Temporary Construction Easement of even date herewith (collectively, the “Easement Documents”).
 9. Bureau shall manage the construction contract according to City standards and keep PDC informed of significant construction issues associated with the property identified in the Easement Documents. Bureau anticipates the project to be substantially complete by September 2010.
 10. The selected contractor or agency will maintain the area on Block 76 west of the property identified in the Slope Easement (the “Maintenance Area”) during the two-year establishment period after the completion of the Project. Thereafter, Bureau,

through a permit of entry shall maintain the Maintenance Area to the same level as the subject property (as defined in the Slope Easement).

11. The Parties agree to release the Slope Easement when such easement is no longer necessary for the roadway in connection with a proposed development project that includes the subject property or in the event that the Project has not been awarded six (6) months from the execution date of this Agreement.
12. The Parties agree that in the event that the Project has not been awarded six (6) months from the execution date of this Agreement, Bureau shall initiate the street vacation process for the subject property.

B. Schedule of Work and Budget

Plan			Budget FY 2009-10				
Work Item	Description	Timeline Completion *	Personal Services	Materials & Services	Outside Contracts	Total PDC Budget	Other Funding Sources
A	Construction						
A.1	Invoice for construction of right-of-way improvements	Oct. 2009			\$3,843,938		
B	Public Art – RACC Percent for Art Program	Sept. 2009			\$96,810		
SUB-TOTAL for FY 09/10					\$3,940,748	\$3,940,748	
Plan			Budget FY 2010-11				
Work Item	Description	Timeline Completion *	Personal Services	Materials & Services	Outside Contracts	Total PDC Budget	Other Funding Sources
A	Reimbursement to Bureau						
A.1	Reimbursement to Bureau for construction expenses	Sept. 2010			\$1,000,000		
C	Execute Permit of Entry	July 2011			\$0	\$0	
SUB-TOTAL for FY 10/11					\$1,000,000	\$1,000,000	
TOTAL for FY 09/10 and FY 10/11					\$4,940,748	\$4,940,748	

C. The Party who will provide the funds for tasks listed in this Agreement shall be referred to in this Agreement as the “Funding Agency”. PDC, for purposes of this Agreement shall be the Funding Agency.

D. The Party managing the construction contract shall be referred to in this Agreement as the “Performing Agency”. Bureau, for purposes of this Agreement shall be the Performing Agency.

E. Project Staffing – Performing Agency: The tasks and associated budget listed in this Agreement will be for construction of the Project and payment to RACC for the Percent for Art Program. Direct staff time is not included in this Agreement.

F. Project Staffing – Funding Agency: The following Funding Agency personnel are being assigned to perform the work described above.

1. Trang Lam, Project Manager

II. CONTRACT MANAGEMENT

A. Commission.

1. Contract Signatory. The Commission Contract Signatory shall be Bruce A. Warner, or such other person as designated in writing by the PDC Executive Director (the “PDC Contract Signatory”). The PDC Contract Signatory is authorized to give notices and to carry out other Commission actions referred to herein, including termination of this Agreement as provided in Section V.
2. Contract Manager. The Commission Contract Manager shall be Lois Cortell (the “PDC Contract Manager”). The PDC Contract Manager is responsible for the day-to-day management of the Agreement as provided herein and serves as the first level of conflict resolution.

B. Bureau.

1. Bureau Contract Signatory. The Bureau Contract Signatory shall be Susan D. Keil, or such other person as designated in writing by the Director of the Portland Department of Transportation (the “Bureau Contract Signatory”). The Bureau Contract Signatory is authorized to give notices and to carry out other Bureau actions referred to herein, including termination of this Agreement as provided in Section IV.
2. Bureau Contract Manager. The Bureau Contract Manager shall be Greg Jones (the “Bureau Contract Manager”). The Bureau Contract Manager is responsible for the day-to-day management of the Agreement as provided herein and serves as the first level of conflict resolution.

C. Management Staffing.

1. A Project Manager shall be designated by the Bureau (the “Bureau Project Manager”), and a Project Manager shall be designated by the Commission (the “PDC Project Manager”) to carry out designated responsibilities related to the Scope of Work.
 - a) The Commission Project Manager shall be Trang Lam, or such other person as designated in writing by the Director of Development.

- b) The Bureau Project Manager shall be Chris Armes, or such other person as designated in writing by the Director of the Portland Bureau of Transportation and approved by the PDC Project Manager.
2. If either Project Manager is not performing or is not able to continue performing the responsibilities related to the Scope of Work, 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 the Scope of Work.
3. The PDC Contract Manager and the Bureau Contract Manager will confer quarterly to review project management and staffing needs and performance, and identify desired changes, if any. If either Commission or Bureau desires to replace a Project Manager, or other key staff identified in the Scope of Work, the Party's Contract Manager shall notify the other Contract Manager in writing, and if required, they will meet to discuss and agree on adjusting the Scope of Work accordingly to provide adequate time to make such change.

D. Approvals.

1. No work shall be performed and no funds shall be obligated on the Project identified in the Scope of Work 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.

E. Project Management.

1. The Bureau Project Manager shall highlight construction issues that may impact the Block 76 or Block 75 of the Burnside Bridgehead project area.
2. Bureau will provide and post Project signage that will include the PDC logo and logo of other agencies providing funds to the project and "business open" signs during construction.

F. Public Involvement.

1. The Parties 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.
2. Each Project Manager will inform the other 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..

G. Meeting Participation. The Funding Agency and the Performing Agency Project Managers shall invite each other to attend all regular construction meetings for work associated with the PDC owned property.

H. Regional Arts & Culture Council (“RACC”) – Percent for Art Program

1. The RACC Percent for Art Program requirements apply to the construction of the Project.
2. Bureau will dedicate to RACC, in accordance with the requirements set forth in Chapter 5.74 Acquisition of Public Art of Resolution No. 36308, two percent of the total Eligible Costs of the Project. Estimated art cost for FY 09/10 is approximately \$96,810.
3. The Parties will work together with RACC and its advisory panels to oversee the selection of artist and artwork for the Project or otherwise apply these funds towards artwork in Central Eastside, at PDC’s discretion.

I. Minority and Women Owned Businesses, and Emerging Small Businesses

1. This is a federal project, as such ODOT controls all consultant contracts and Bureau shall, accordingly, comply with all applicable federal requirements in this area.

III. FUNDING / COMPENSATION / ALLOWABLE COSTS

- A.** The Commission shall pay the Bureau a sum not to exceed **Four million nine hundred forty thousand seven hundred and forty eight (\$4,940,748)** for construction of right-of-way improvements and RACC payment.
- B.** PDC funding for this Project shall be from the *Central Eastside Urban Renewal Area* funds 355-10-10044.
- 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 Commission 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, Commission staff agree to recommend to the Commission Budget Workgroup that the funds identified in the Five-Year Budget Forecast be appropriated in subsequent budgets. There is \$3,940,748 in the PDC proposed budget for FY 2009/2010 and \$1,000,000 in the forecasted budget for FY 2010/2011. If the adopted FY 2009/2010 budget does not contain the funds listed above PBOT can reject all construction bids received and this Agreement shall be immediately terminated. In the case of such termination, the Bureau shall proceed with releasing its’ interest in the property rights as described in Section I. A. 11 and 12 above.

- D. Commission 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.
- E. The Performing Agency will submit a lump sum invoice to the Funding Agency for funds identified in the scope of work above. The invoices will be submitted within the first quarter of each fiscal year. Manager may authorize a prepayment of future expense obligations.
 - 1. Direct Costs
 - a) Contracted Services. Reimbursement for contracted professional or construction services in carrying out authorized work under the Scope of Work and within the authorized budget.

IV. BILLING AND PAYMENT PROCEDURE

- A. The Performing Agency shall submit to the Funding Agency Contract Manager a lump sum invoice in the first quarter of each fiscal year for construction of right-of-way improvements.
- B. If billings are received with incomplete information or disputed items, the Funding Agency will advise the billing Party 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 the Agreement is **July 31, 2011**.
- 2. Early Termination of Contract.
 - 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 a project, 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 project's termination will be reimbursed.

B. Change and Conflict Resolution.

1. Every effort has been made to accurately identify the Project scope, schedule and budget for this phase of 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 an increase of the budget beyond the total authorized budget amount shown in I, B., 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 PDC Project Manager. The Funding Agency will not unreasonably delay or withhold subsequent authorization for contractors identified by the Performing Agency to perform work under the Agreement, and that 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 would be deemed as authorizing those identified contractors to perform work under the Agreement. 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 PDC 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, the Parties shall have reasonable access to the Work Product.

G. Status Reports. Project Status Reports relating to work items identified in this agreement will be submitted with invoices and/or submitted upon request by the PDC Project Manager after execution of this Agreement. A failure to produce Project Status Reports will be brought to the attention of the Contract Manager by the PDC

Project Manager. Repeated failure to submit Project Status Reports may result in the Funding Agency withholding payment.

H. 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.

VI. Amendments

1. Except as otherwise provided for in this Agreement, Bureau or PDC may amend this Agreement only in writing signed by the Contract Signatories.
2. Changes to the Schedule of Work:
 - a) Changes to the Schedule of Work, including changes to scope, schedule, and budget which do not increase the total compensation under this Intergovernmental 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 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 City of Portland, through the Portland Bureau of Transportation and the Portland Development Commission has executed this Agreement as of the Effective Date.

CITY OF PORTLAND

PORTLAND DEVELOPMENT COMMISSION

Susan D. Keil, Director, Portland
Bureau of Transportation

Bruce A. Warner, Executive Director

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Legal Counsel

City Auditor

Date

DEED FOR RIGHT-OF-WAY PURPOSES

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, 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 Parcels 1,2 and 3 as follows (“subject property”) and depicted on Exhibits A1, A2 and A3 attached hereto and by this reference made a part hereof:

Parcel 1

A tract of land, as shown on attached Exhibit “A1”, lying in the Northeast One-Quarter of the Southeast One-Quarter, Section 34, Township 1 North, Range 1 East, of the Willamette Meridian, City of Portland, Multnomah County, Oregon, said parcel being a portion of Lot 1 and Lot 2 Block 76, East Portland, Plat Book 1 Page 54, Multnomah County Plat records, said tract being more particularly described as follows: Beginning at the northeast corner of said Lot 1, said point to be hereinafter described as Point of Beginning “A”; Thence S01°47’33”W, along the east line of said Lot 1, 41.11 feet to the beginning of a 108.50 foot radius non-tangent curve to the left, having a central angle of 4°26’00”; Thence leaving said east line, southerly along the arc of said non-tangent curve to the left (the long chord of which bears S10°39’51”W, 8.39 feet) 8.40 feet to the beginning of a 448.50 foot radius compound curve to the left, having a central angle of 5°18’34”; Thence southerly along the arc of said compound curve to the left (the long chord of which bears S05°47’33”W, 41.55 feet) 41.56 feet to a point; Thence S03°08’16”W 9.15 feet to a point on the south line of said Lot 2, which bears N88°12’27”W, 4.41 feet from the southeast corner of said Lot 2; Thence N88°12’27”W, along said south line, 44.51 feet to a point; Thence leaving said south line N03°08’16”E 59.51 feet to the beginning of a 106.00 foot radius curve to

R/W # 6955-01	<u>After Recording Return to :</u>
1N1E34DA 3300	<u>106/800/Martin Maloney</u>
1N1E34DA 3400	<u>Tax Statement shall be sent to:</u>
1N1E34DA 3500	<u>No Change</u>

the right, having a central angle of $22^{\circ}35'14''$; Thence northerly along the arc of said curve to the right (the long chord of which bears $N14^{\circ}25'53''E$, 41.52 feet) 41.79 feet to a point on the south right-of-way line of N.E. Couch Street; Thence $S88^{\circ}12'27''E$, along said south right-of-way line, 38.44 feet to Point of Beginning "A".

The tract of land to which this description applies contains 4,495 square feet more or less.

Parcel 2

A tract of land, as shown on attached Exhibit "A2", lying in the Northeast One-Quarter of the Southeast One-Quarter, Section 34, Township 1 North, Range 1 East, of the Willamette Meridian, City of Portland, Multnomah County, Oregon, said parcel being a portion of Lot 3 and Lot 4 Block 76, East Portland, Plat Book 1 Page 54, Multnomah County Plat records, said tract being more particularly described as follows: Beginning at Point of Beginning "A", being a point on the north line of said lot 3, which bears $N88^{\circ}12'27''W$ 4.41 feet from the northeast corner of said Lot 3; Thence leaving said north line $S03^{\circ}08'16''W$ 23.68 feet to the beginning of a 98.50 foot radius curve to the left, having a central angle of $12^{\circ}50'19''$; Thence southerly along the arc of said curve to the left (the long chord of which bears $S03^{\circ}16'53''E$, 22.03 feet) 22.07 feet to the beginning of a 101.50 foot radius reverse curve to the right, having a central angle of $12^{\circ}50'19''$; Thence southerly along the arc of said reverse curve to the right (the long chord of which bears $S03^{\circ}16'53''E$, 22.70 feet) 22.74 feet to a point; Thence $S03^{\circ}08'16''W$, 4.36 feet to a point on the north right-of-way line of E. Burnside Street; Thence $N86^{\circ}51'44''W$, along said north right-of-way line, 86.30 feet to a point; Thence leaving said north right-of-way line $N03^{\circ}00'44''E$ 3.90 feet to a point; Thence $S86^{\circ}59'16''E$ 1.00 feet to the beginning of a 31.00 foot radius curve to the left, having a central angle of $52^{\circ}21'16''$; Thence northeasterly along the arc of said non-tangent curve to the left (the long chord of which bears $N66^{\circ}50'06''E$, 27.35 feet) 28.33 feet to a point; Thence $S49^{\circ}20'32''E$ 1.00 feet to the beginning of a 32.00 foot radius non-tangent curve to the left, having a central angle of $10^{\circ}17'41''$; Thence northeasterly along the arc of said curve to the left (the long chord of which bears $N35^{\circ}30'38''E$, 5.74 feet) 5.75 feet to the beginning of a 67.00 foot radius compound curve to the left, having a central angle of $27^{\circ}13'31''$; Thence northerly along the arc of said compound curve to the left (the long chord of which bears $N16^{\circ}45'02''E$, 31.54 feet) 31.84 feet to a point; Thence $N03^{\circ}08'16''E$ 20.52 feet to a point on the north line of said Lot 3; Thence $S88^{\circ}12'27''E$, along said north line, 44.51 feet to Point of Beginning "A".

The tract of land to which this description applies contains 3,816 square feet more or less.

Parcel 3

A tract of land, as shown on attached Exhibit "A3", lying in the Northeast One-Quarter of the Southeast One-Quarter, Section 34, Township 1 North, Range 1 East, of the Willamette Meridian, City of Portland, Multnomah County, Oregon, said parcel being a portion of Lot 8, Block 76, East Portland, Plat Book 1 Page 54, Multnomah County Plat records, said tract being more particularly described as follows: Beginning at the northwest corner of said Lot 8, said point to be hereinafter described as Point of Beginning "A"; Thence $S88^{\circ}12'27''E$, along the south right-of-way line of N.E Couch Street, 22.28 feet to the beginning of a 68.50 foot radius non-tangent curve to the left, having a central angle of $32^{\circ}11'22''$; Thence leaving said south right-of-way line, southerly along the arc of said non-tangent curve to the left (the long chord of which bears $S33^{\circ}48'58''W$, 37.98 feet) 38.48 feet to the beginning of a 108.50 foot radius compound curve to the left, having a central angle of $4^{\circ}50'26''$; Thence southerly along the arc of said compound curve to the left (the long chord of which bears $S15^{\circ}18'04''W$, 9.16 feet) 9.17 feet to a point on the west line of said Lot 8; Thence $N01^{\circ}47'33''E$ along said west line, 41.11 feet to Point of Beginning "A".

The tract of land to which this description applies contains 334 square feet more or less.

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 including, but not limited to, Phase 1 Environmental Assessment Report dated April 12, 2004 (by Hahn & Assoc.), Phase 2 Environmental Assessment Report dated May 3, 2004 (by Hahn & Assoc.), No Further Determination dated May 12, 2006 (by the Department of Environmental Quality), and Underground Storage Tank Decommissioning and Risk-Based Closure Report dated November 3, 2008 (by Varchan Environmental Construction Inc.). "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- 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, 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. 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 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.

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 _____, 2009.

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

Charles A. Wilhoite, Chair

John C. Mohlis, Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2009,
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 designee

6955-01\Dedication-PDC

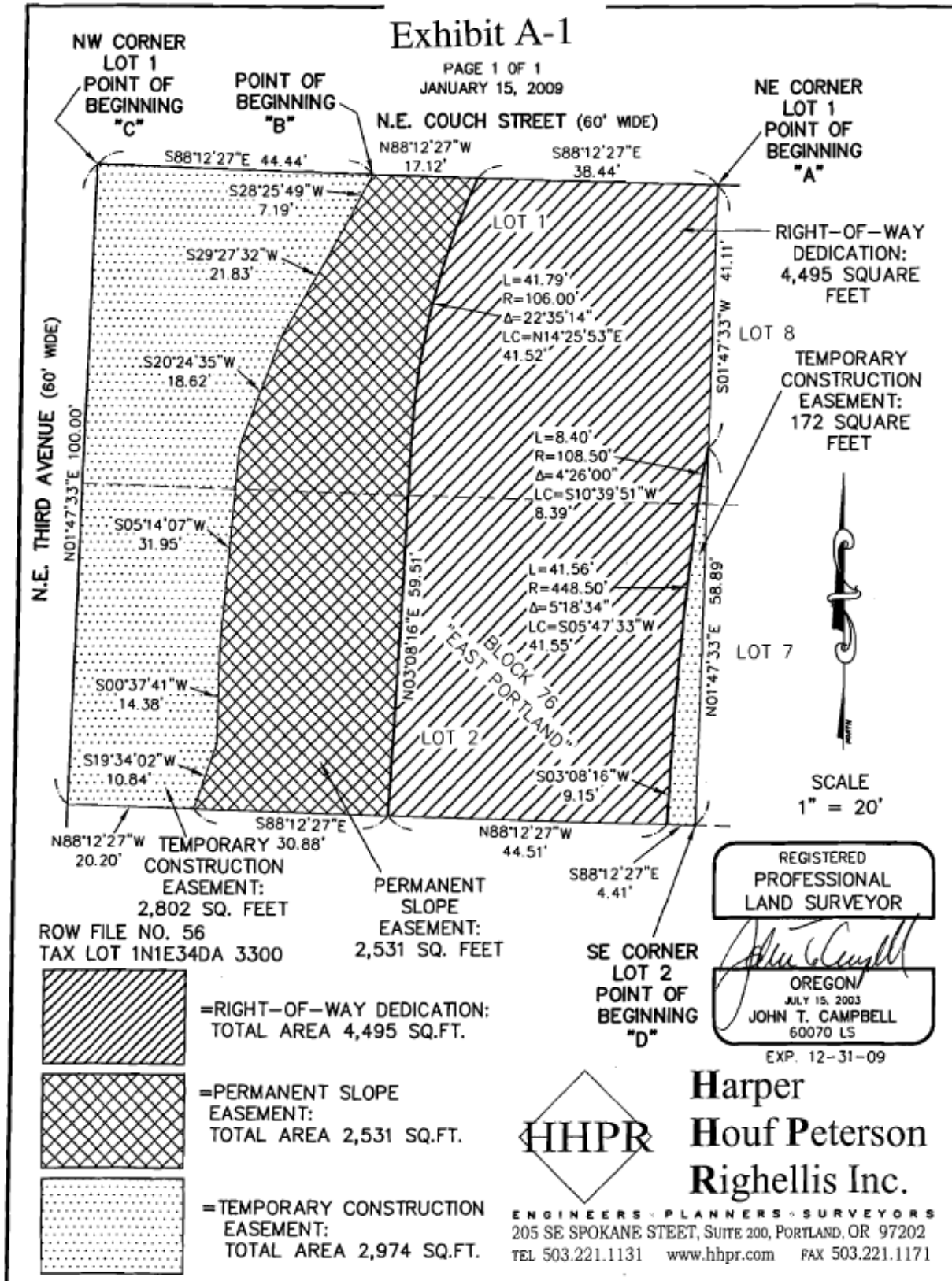
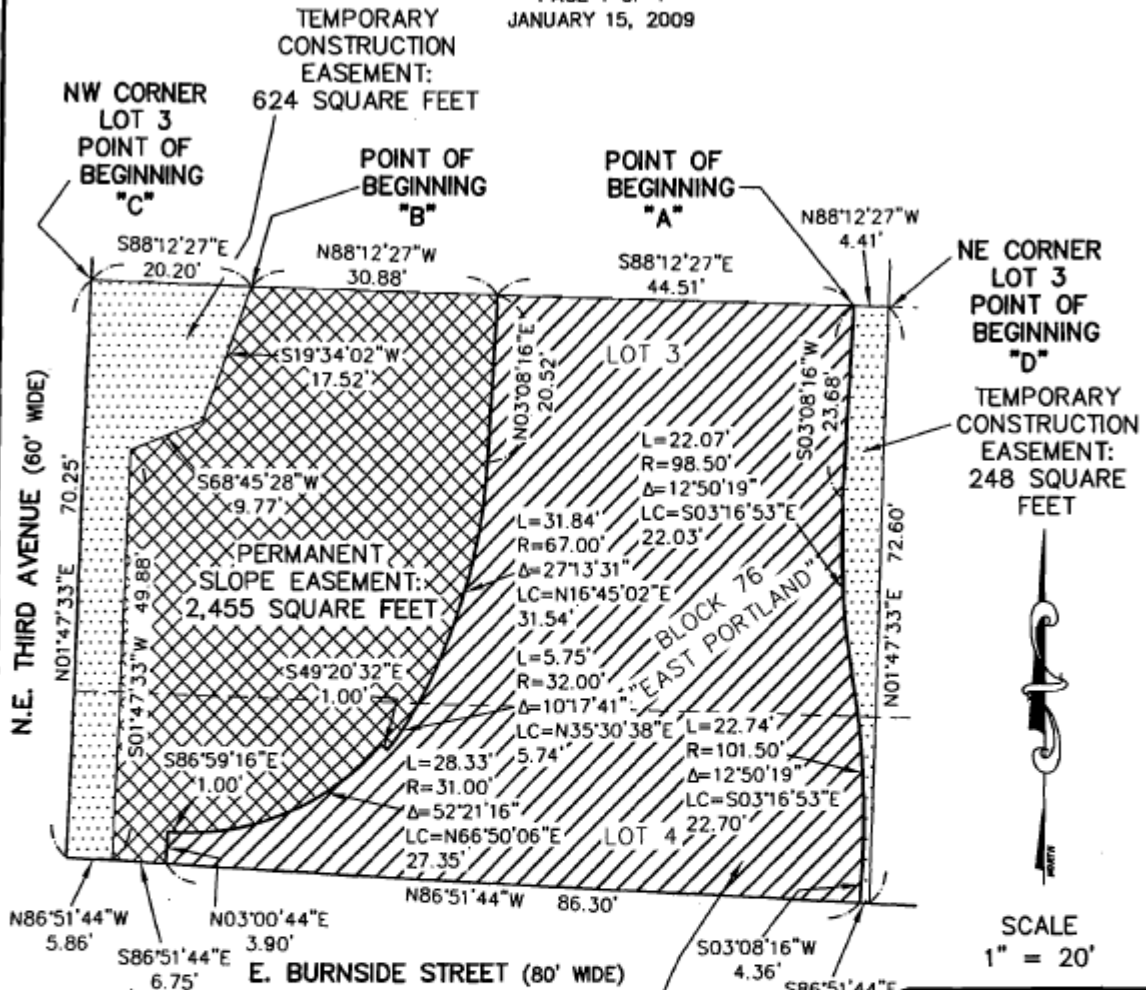


Exhibit A-2

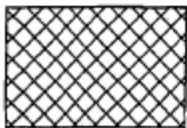
PAGE 1 OF 1
 JANUARY 15, 2009



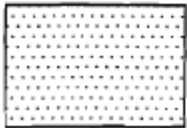
ROW FILE NO. 31
 TAX LOT 1N1E34DA 3400



=RIGHT-OF-WAY DEDICATION:
 TOTAL AREA 3,816 SQ.FT.



=PERMANENT SLOPE
 EASEMENT:
 TOTAL AREA 2,455 SQ.FT.



=TEMPORARY CONSTRUCTION
 EASEMENT:
 TOTAL AREA 872 SQ.FT.

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

John T. Campbell
 OREGON
 JULY 15, 2003
 JOHN T. CAMPBELL
 60070 LS

EXP. 12-31-09

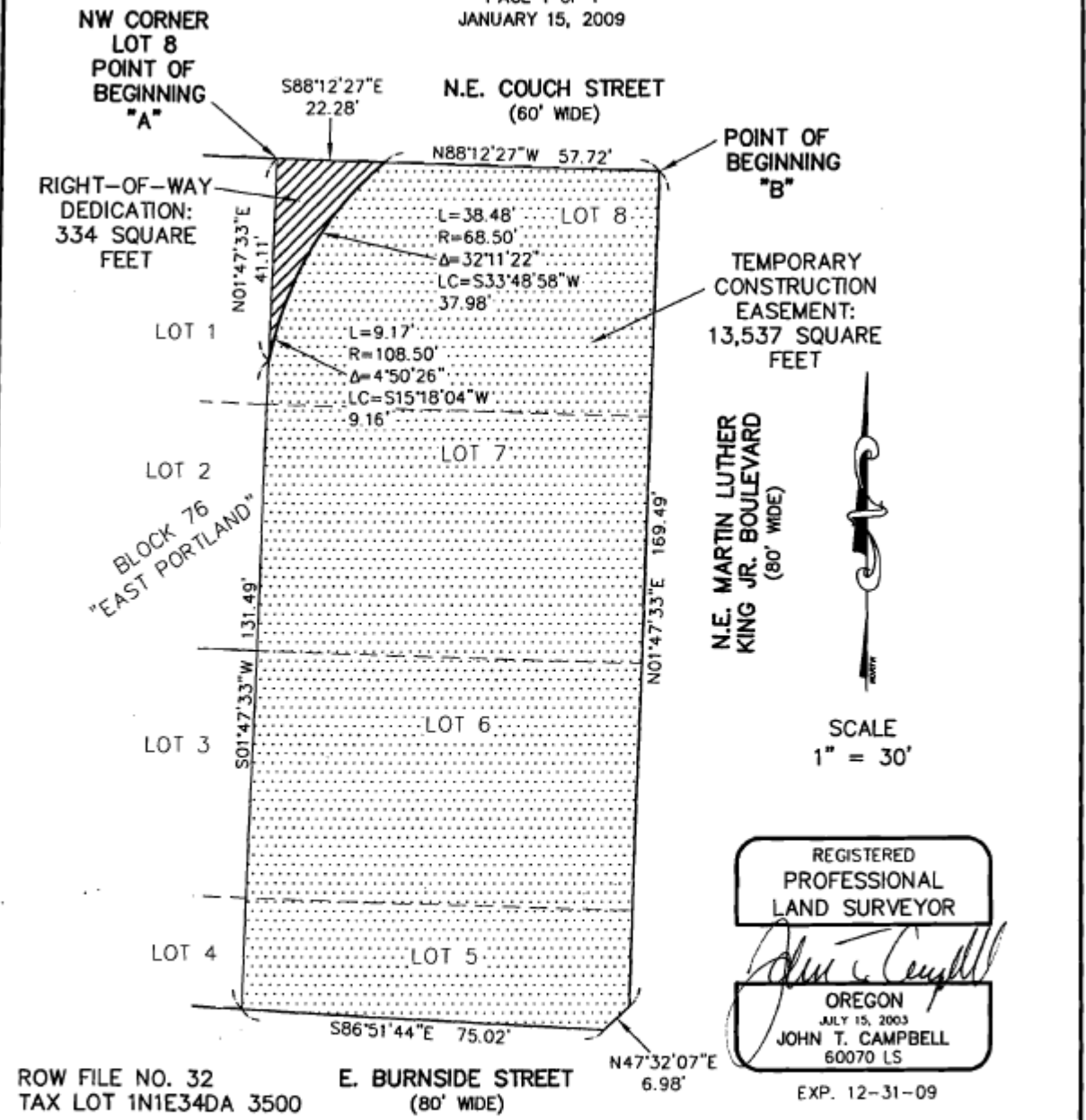


**Harper
 Houf Peterson
 Righellis Inc.**

ENGINEERS · PLANNERS · SURVEYORS
 205 SE SPOKANE STREET, SUITE 200, PORTLAND, OR 97202
 TEL 503.221.1131 www.hhpr.com FAX 503.221.1171

Exhibit A-3

PAGE 1 OF 1
 JANUARY 15, 2009



SCALE
 1" = 30'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

John T. Campbell

OREGON
 JULY 15, 2003
 JOHN T. CAMPBELL
 60070 LS

EXP. 12-31-09

- =RIGHT-OF-WAY DEDICATION:
TOTAL AREA 334 SQ.FT.
- =TEMPORARY CONSTRUCTION
EASEMENT:
TOTAL AREA 13,537 SQ.FT.

HHPR

**Harper
 Houf Peterson
 Righellis Inc.**

ENGINEERS · PLANNERS · SURVEYORS
 205 SE SPOKANE STREET, SUITE 200, PORTLAND, OR 97202
 TEL 503.221.1131 www.hhpr.com FAX 503.221.1171

SLOPE 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 an easement to construct and maintain roadway slopes as necessitated by the construction of 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 Parcels 1 and 2 as follows (“subject property”) and depicted on Exhibits A1 and A2 attached hereto and by this reference made a part hereof:

Parcel 1

A tract of land, as shown on attached Exhibit “A1”, lying in the Northeast One-Quarter of the Southeast One-Quarter, Section 34, Township 1 North, Range 1 East, of the Willamette Meridian, City of Portland, Multnomah County, Oregon, said parcel being a portion of Lot 1 and Lot 2 Block 76, East Portland, Plat Book 1 Page 54, Multnomah County Plat records, said tract being more particularly described as follows: Beginning at Point of Beginning “B”, which bears S88°12’27”E 44.44 feet from the Northwest Corner of said Lot 1, also being a point on the south right-of-way line of N.E. Couch Street; Thence leaving said south right-of-way line, S28°25’49”W 7.19 feet to a point; Thence S29°27’32”W 21.83 feet to a point; Thence S20°24’35”W 18.62 feet to a point; Thence S05°14’07”W 31.95 feet to a point; Thence S00°37’41”W 14.38 feet to a point; Thence S19°34’02”W 10.84 feet to a point on the south line of said Lot 2; Thence S88°12’27”E, along said south line, 30.88 feet to a point; Thence leaving said south line N03°08’16”E 59.51 feet to the beginning of a 106.00 foot radius curve to the right, having a central angle of 22°35’14”; Thence northerly along the arc of said curve to the right (the long chord of which bears N14°25’53”E, 41.52 feet) 41.79 feet to a point on the south right-of-way line of N.E. Couch Street; Thence N88°12’27”W, along said south right-of-way line, 17.12 feet to Point of Beginning “B”.

The tract of land to which this description applies contains 2,531 square feet more or less.

6955-01	<u>After Recording Return to:</u>
1N1E34DA 3300	<u>106/800/Martin Maloney</u>
1N1E34DA 3400	<u>Tax Statement shall be sent to:</u>
	<u>No Change</u>

Parcel 2

A tract of land, as shown on attached Exhibit "A2", lying in the Northeast One-Quarter of the Southeast One-Quarter, Section 34, Township 1 North, Range 1 East, of the Willamette Meridian, City of Portland, Multnomah County, Oregon, said parcel being a portion of Lot 3 and Lot 4 Block 76, East Portland, Plat Book 1 Page 54, Multnomah County Plat records, said tract being more particularly described as follows: Beginning at Point of Beginning "B", being a point on the north line of said Lot 3, which bears S88°12'27"E 20.20 feet from the northwest corner of said Lot 3; Thence S19°34'02"W 17.52 feet to a point; Thence S68°45'28"W 9.77 feet to a point; Thence S01°47'33"W 49.88 feet to a point on the north right-of-way line of E. Burnside Street; Thence S86°51'44"E, along said north right-of-way line, 6.75 feet to a point; Thence leaving said north right-of-way line N03°00'44"E 3.90 feet to a point; Thence S86°59'16"E 1.00 feet to the beginning of a 31.00 foot radius curve to the left, having a central angle of 52°21'16"; Thence northeasterly along the arc of said curve to the left (the long chord of which bears N66°50'06"E, 27.35 feet) 28.33 feet to a point; Thence S49°20'32"E 1.00 feet to the beginning of a 32.00 foot radius non-tangent curve to the left, having a central angle of 10°17'41"; Thence northeasterly along the arc of said non-tangent curve to the left (the long chord of which bears N35°30'38"E, 5.74 feet) 5.75 feet to the beginning of a 67.00 foot radius compound curve to the left, having a central angle of 27°13'31"; Thence northerly along the arc of said compound curve to the left (the long chord of which bears N16°45'02"E, 31.54 feet) 31.84 feet to a point; Thence N03°08'16"E 20.52 feet to a point on the north line of said Lot 3; Thence N88°12'27"W, along said north line, 30.88 feet to Point of Beginning "B".

The tract of land to which this description applies contains 2,455 square feet more or less.

IT IS UNDERSTOOD that the easement herein granted does not convey any right or interest in the subject property, except as stated herein, nor prevent Grantor from the use of the subject property; provided, however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way.

IT IS ALSO UNDERSTOOD that Grantee shall never be required to remove the slope materials placed by it on the subject property, nor shall Grantee be subject to any damages to Grantor and grantor's heirs, successors, and assigns, by reason thereof, or by reason of any change of grade of the public way abutting on the subject property.

Grantee agrees to release the easement in the event that Grantor elects to redevelop the subject property. Grantor will ensure the structural stability of the public way, if redevelopment proceeds on the subject property.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of the subject property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

GRANTOR AGREES that the consideration recited herein is just compensation for the subject property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of the subject property or property rights. However, the consideration does not include damages resulting from any use or activity by the City, its officers, agents and employees beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

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.

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.

Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.

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.

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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 _____, 2009.

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

Charles A. Wilhoite, Chair

John C. Mohlis, Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2009,
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

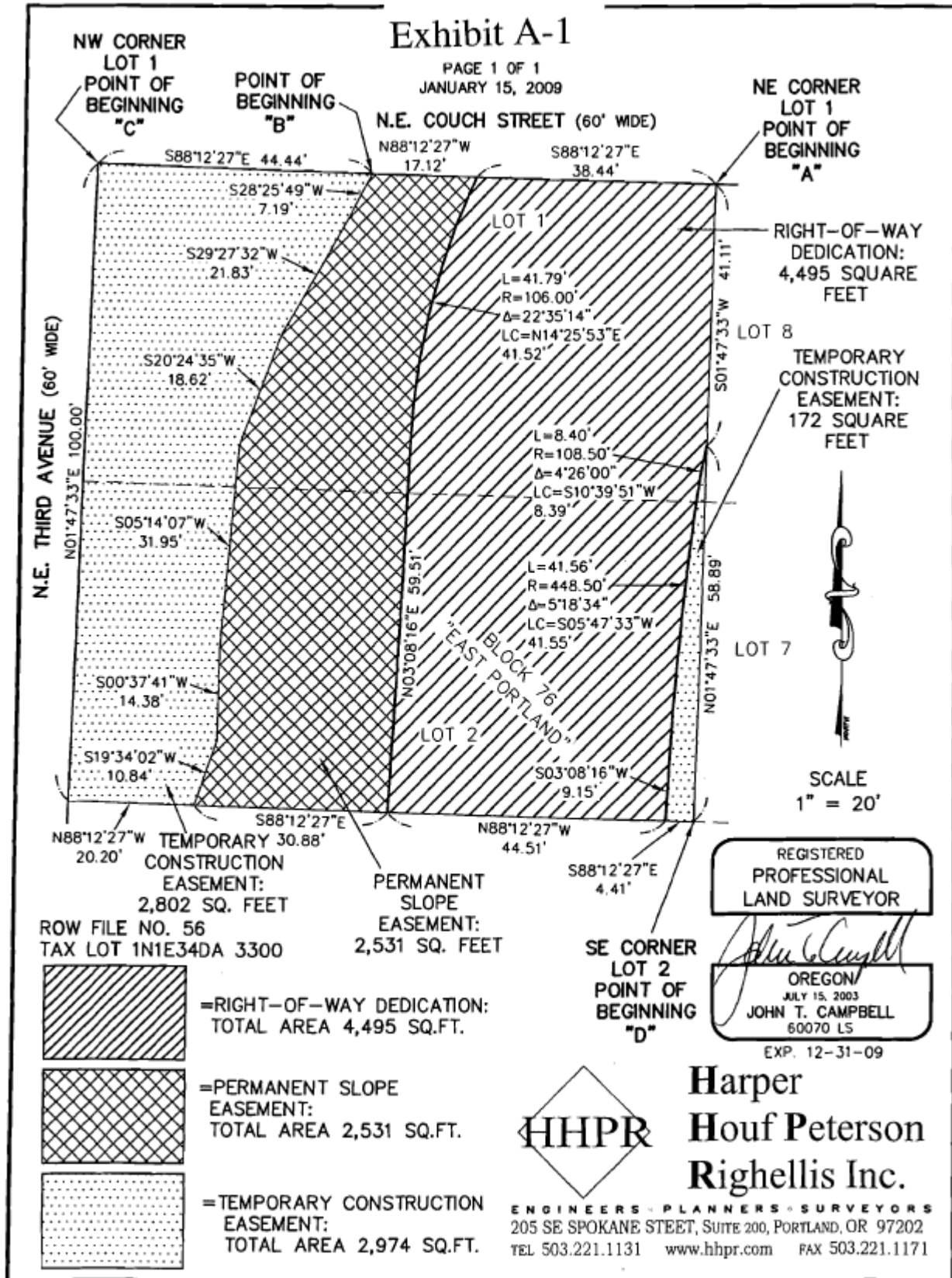
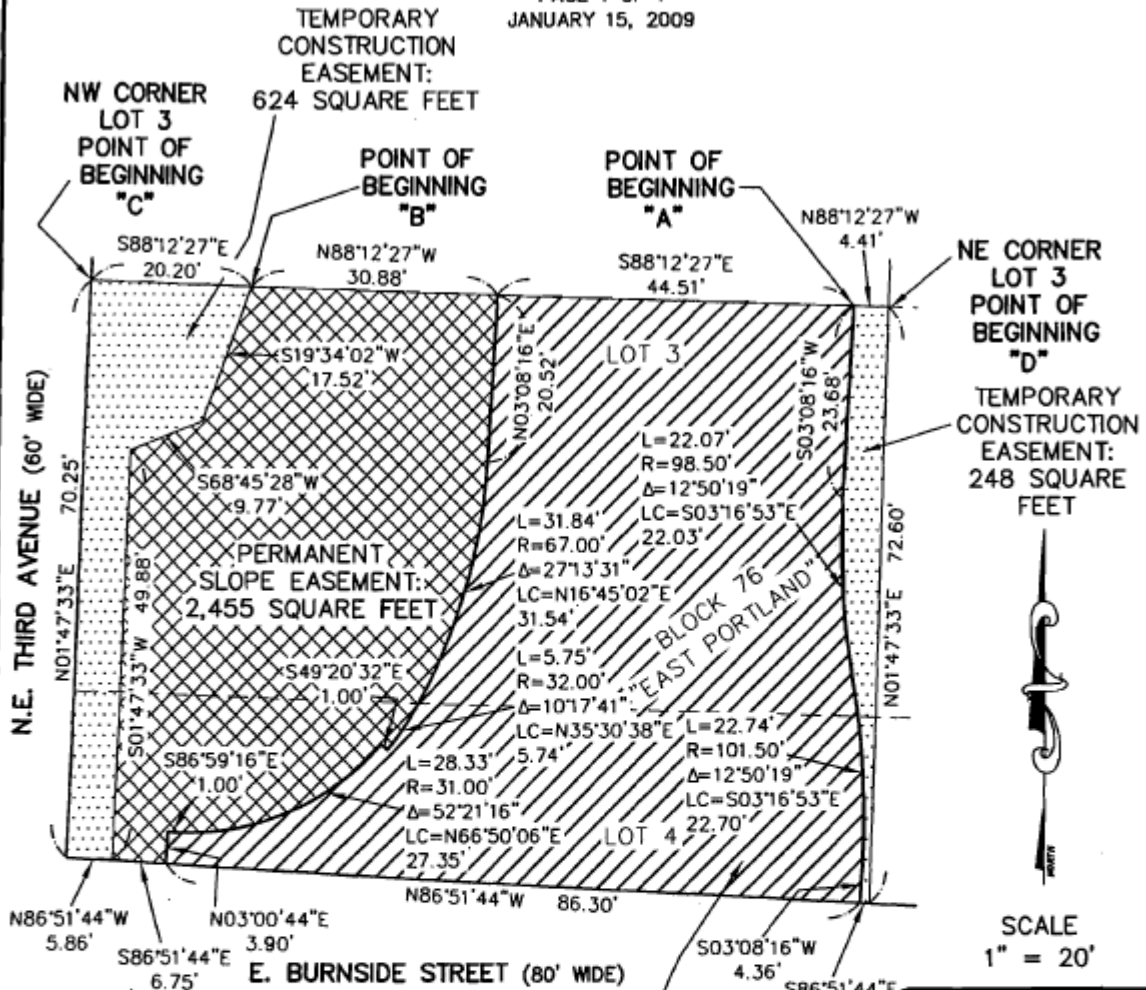
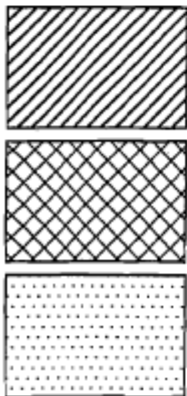


Exhibit A-2

PAGE 1 OF 1
 JANUARY 15, 2009



ROW FILE NO. 31
 TAX LOT 1N1E34DA 3400



=RIGHT-OF-WAY DEDICATION:
 TOTAL AREA 3,816 SQ.FT.

=PERMANENT SLOPE EASEMENT:
 TOTAL AREA 2,455 SQ.FT.

=TEMPORARY CONSTRUCTION EASEMENT:
 TOTAL AREA 872 SQ.FT.

RIGHT-OF-WAY DEDICATION:
 3,816 SQUARE FEET

NE CORNER LOT 3 POINT OF BEGINNING "D"
 TEMPORARY CONSTRUCTION EASEMENT:
 248 SQUARE FEET

SCALE
 1" = 20'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

John T. Campbell
 OREGON
 JULY 15, 2003
 JOHN T. CAMPBELL
 60070 LS
 EXP. 12-31-09



**Harper
 Houf Peterson
 Righellis Inc.**

ENGINEERS · PLANNERS · SURVEYORS
 205 SE SPOKANE STREET, SUITE 200, PORTLAND, OR 97202
 TEL 503.221.1131 www.hhpr.com FAX 503.221.1171

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 Parcels 1,2 and 3 as follows (“subject property”) and depicted on Exhibits A1, A2 and A3 attached hereto and by this reference made a part hereof:

Parcel 1

A tract of land, as shown on attached Exhibit “A1”, lying in the Northeast One-Quarter of the Southeast One-Quarter, Section 34, Township 1 North, Range 1 East, of the Willamette Meridian, City of Portland, Multnomah County, Oregon, said parcel being a portion of Lot 1 and Lot 2 Block 76, East Portland, Plat Book 1 Page 54, Multnomah County Plat records, said tract being more particularly described as follows: Beginning at the northwest corner of said Lot 1, as shown on Record of Survey recorded as Survey Number 61,665, Multnomah County Survey Records, said point to be hereinafter described as Point of Beginning “C”; Thence S88°12’27”E, along the south right-of-way line of N.E Couch Street, 44.44 feet to a point; Thence leaving said south right-of-way line, S28°25’49”W 7.19 feet to a point; Thence S29°27’32”W 21.83 feet to a point; Thence S20°24’35”W 18.62 feet to a point; Thence S05°14’07”W 31.95 feet to a point; Thence S00°37’41”W 14.38 feet to a point; Thence S19°34’02”W 10.84 feet to a point on the south line of said Lot 2; Thence N88°12’27”W,

R/W #6955-01	<u>After Recording Return to:</u>
1N1E34DA 3300	<u>106/800/Martin Maloney</u>
1N1E34DA 3400	<u>Tax Statement shall be sent to:</u>
1N1E34DA 3500	<u>No Change</u>

along said south line, 20.20 feet to the southwest corner of said Lot 2; Thence $N01^{\circ}47'33''E$, along the west line of said Lot 1 and Lot 2, 100.00 feet to Point of Beginning "C". Together with the following described tract of land; Beginning at the southeast corner of said Lot 2, said point to be hereinafter described as Point of Beginning "D"; Thence $N01^{\circ}47'33''E$, along the east line of said Lot 1 and Lot 2, 58.89 feet, to the beginning of a 108.50 foot radius non-tangent curve to the left, having a central angle of $4^{\circ}26'00''$; Thence leaving said east line, southerly along the arc of said non-tangent curve to the left (the long chord of which bears $S10^{\circ}39'51''W$, 8.39 feet) 8.40 feet to the beginning of a 448.50 foot radius compound curve to the left, having a central angle of $5^{\circ}18'34''$; Thence southerly along the arc of said compound curve to the left (the long chord of which bears $S05^{\circ}47'33''W$, 41.55 feet) 41.56 feet to a point; Thence $S03^{\circ}08'16''W$ 9.15 feet to a point on the south line of said Lot 2; Thence $S88^{\circ}12'27''E$, along said south line, 4.41 feet to Point of Beginning "D"

The tract of land to which this description applies contains 2,974 square feet more or less.

Parcel 2

A tract of land, as shown on attached Exhibit "A2", lying in the Northeast One-Quarter of the Southeast One-Quarter, Section 34, Township 1 North, Range 1 East, of the Willamette Meridian, City of Portland, Multnomah County, Oregon, said parcel being a portion of Lot 3 and Lot 4 Block 76, East Portland, Plat Book 1 Page 54, Multnomah County Plat records, said tract being more particularly described as follows: Beginning at the northwest corner of said Lot 3, said point to be hereinafter described as Point of Beginning "C"; Thence $S88^{\circ}12'27''E$, along the north line of said Lot 3, 20.20 feet to a point; Thence leaving said north line $S19^{\circ}34'02''W$ 17.52 feet to a point; Thence $S68^{\circ}45'28''W$ 9.77 feet to a point; Thence $S01^{\circ}47'33''W$ 49.88 feet to a point on the north right-of-way line of E. Burnside Street; Thence $N86^{\circ}51'44''W$, along said north right-of-way line, 5.86 feet to a point on the west line of said Lot 4; Thence $N01^{\circ}47'33''E$, along the west lines of said Lots 3 and 4, 70.25 feet to Point of Beginning "C". Together with the following described tract of land; Beginning at the northeast corner of said Lot 3, said point to be hereinafter described as Point of Beginning "D"; Thence $N88^{\circ}12'27''W$, along the north line of said Lot 3, 4.41 feet to a point; Thence leaving said north line $S03^{\circ}08'16''W$ 23.68 feet to the beginning of a 98.50 foot radius curve to the left, having a central angle of $12^{\circ}50'19''$; Thence southerly along the arc of said curve to the left (the long chord of which bears $S03^{\circ}16'53''E$, 22.03 feet) 22.07 feet to the beginning of a 101.50 foot radius reverse curve to the right, having a central angle of $12^{\circ}50'19''$; Thence southerly along the arc of said reverse curve to the right (the long chord of which bears $S03^{\circ}16'53''E$, 22.70 feet) 22.74 feet to a point; Thence $S03^{\circ}08'16''W$, 4.36 feet to a point on the north right-of-way line of E. Burnside Street; Thence $S86^{\circ}51'44''E$, along said north right-of-way line, 1.11 feet to a point on the east line of said Lot 4; Thence $N01^{\circ}47'33''E$, along the east lines of said Lots 3 and 4, 72.60 feet to Point of Beginning "D".

The tract of land to which this description applies contains 872 square feet more or less.

Parcel 3

A tract of land, as shown on attached Exhibit "A3", lying in the Northeast One-Quarter of the

Southeast One-Quarter, Section 34, Township 1 North, Range 1 East, of the Willamette Meridian, City of Portland, Multnomah County, Oregon, said parcel being a portion of Lot 5, Lot 6, Lot 7 and Lot 8, Block 76, East Portland, Plat Book 1 Page 54, Multnomah County Plat records, said tract being more particularly described as follows: Beginning at the intersection of the south right-of-way line of N.E. Couch Street with the west right-of-way line of N.E. Martin Luther King Jr. Boulevard as shown on Record of Survey recorded as Survey Number 61,665, Multnomah County Survey Records, said point to be hereinafter described as Point of Beginning "B"; Thence N88°12'27"W, along the south right-of-way line of N.E Couch Street, 57.72 feet to the beginning of a 68.50 foot radius non-tangent curve to the left, having a central angle of 32°11'22"; Thence leaving said south right-of-way line, southerly along the arc of said curve to the left (the long chord of which bears S33°48'58"W, 37.98 feet) 38.48 feet to the beginning of a 108.50 foot radius compound curve to the left, having a central angle of 4°50'26"; Thence southerly along the arc of said compound curve to the left (the long chord of which bears S15°18'04"W, 9.16 feet) 9.17 feet to a point on the west line of said Lot 8; Thence S01°47'33"W, along the west lines of Lot 5, Lot 6, Lot 7 and Lot 8, 131.49 feet to a point on the north right-of-way line of E. Burnside Street; Thence S86°51'44"E, along said north right-of-way line, 75.02 feet to a point; Thence N47°32'07"E 6.98 feet to a point on the west right-of-way line of N.E. Martine Luther King Jr. Boulevard; Thence N01°47'33"E, along said west right-of-way line, 169.49 feet to Point of Beginning "B".

The tract of land to which this description applies contains 13,537 square feet, more or less.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for construction purposes for a term of six (6) months commencing no earlier than June 15th, 2009, the term may be extended by mutual agreement of the parties but in no event will the term of the easement extend beyond December 31st, 2010.
- B. Grantee agrees to provide Grantor with at least fourteen (14) days notice prior to commencing work under this easement.
- C. 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. In addition, Grantee shall regrade and reseed the temporary easement east of the NE Couch Street right-of-way on subject property after the conclusion of its construction activities and shall landscape the temporary easement west of the NE Couch Street right-of-way on subject property as such landscaping is specified in the East Burnside-Couch Couplet final construction plans.
- D. 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.

- E. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- K. 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.

The remainder of the page is intentionally left 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 _____, 2009.

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

Charles A. Wilhoite, Chair

John C. Mohlis, Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
Portland Development Commission Legal Counsel

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on _____, 2009,
by _____ and _____, as Chair
and Secretary of the Portland Development Commission, the duly designated urban renewal agency
of the City of Portland, Oregon.

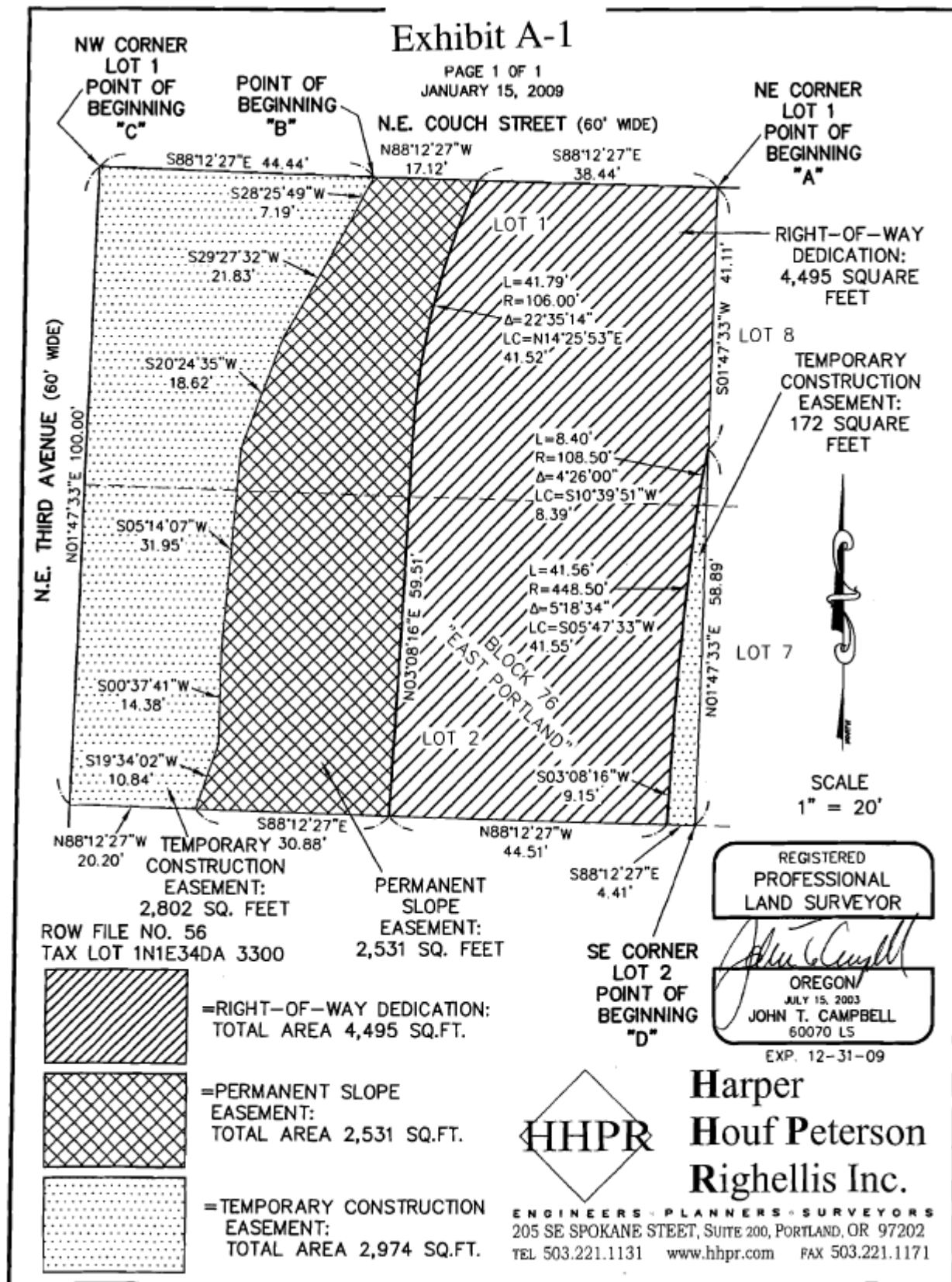
Notary Public for Oregon
My Commission expires _____

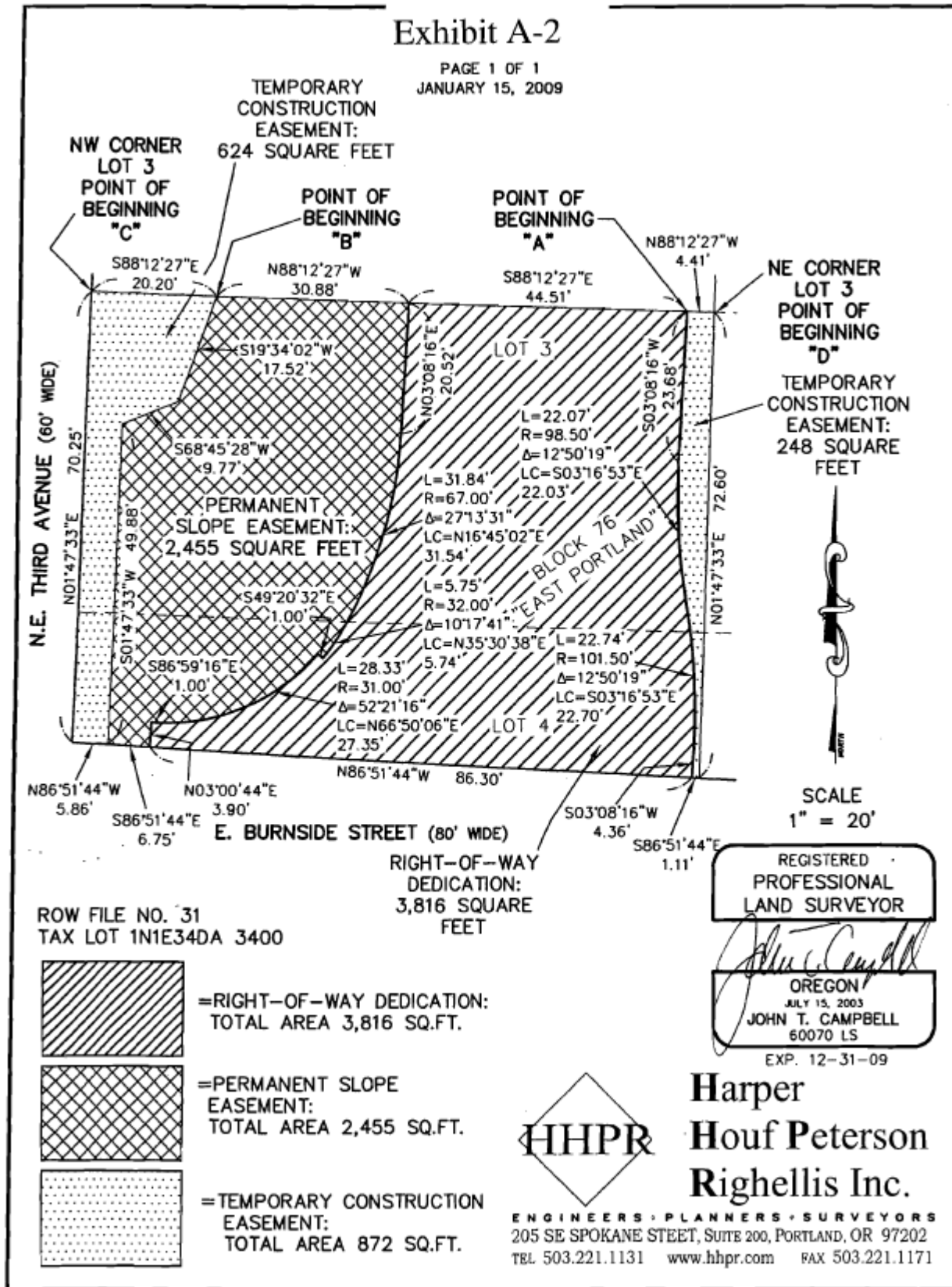
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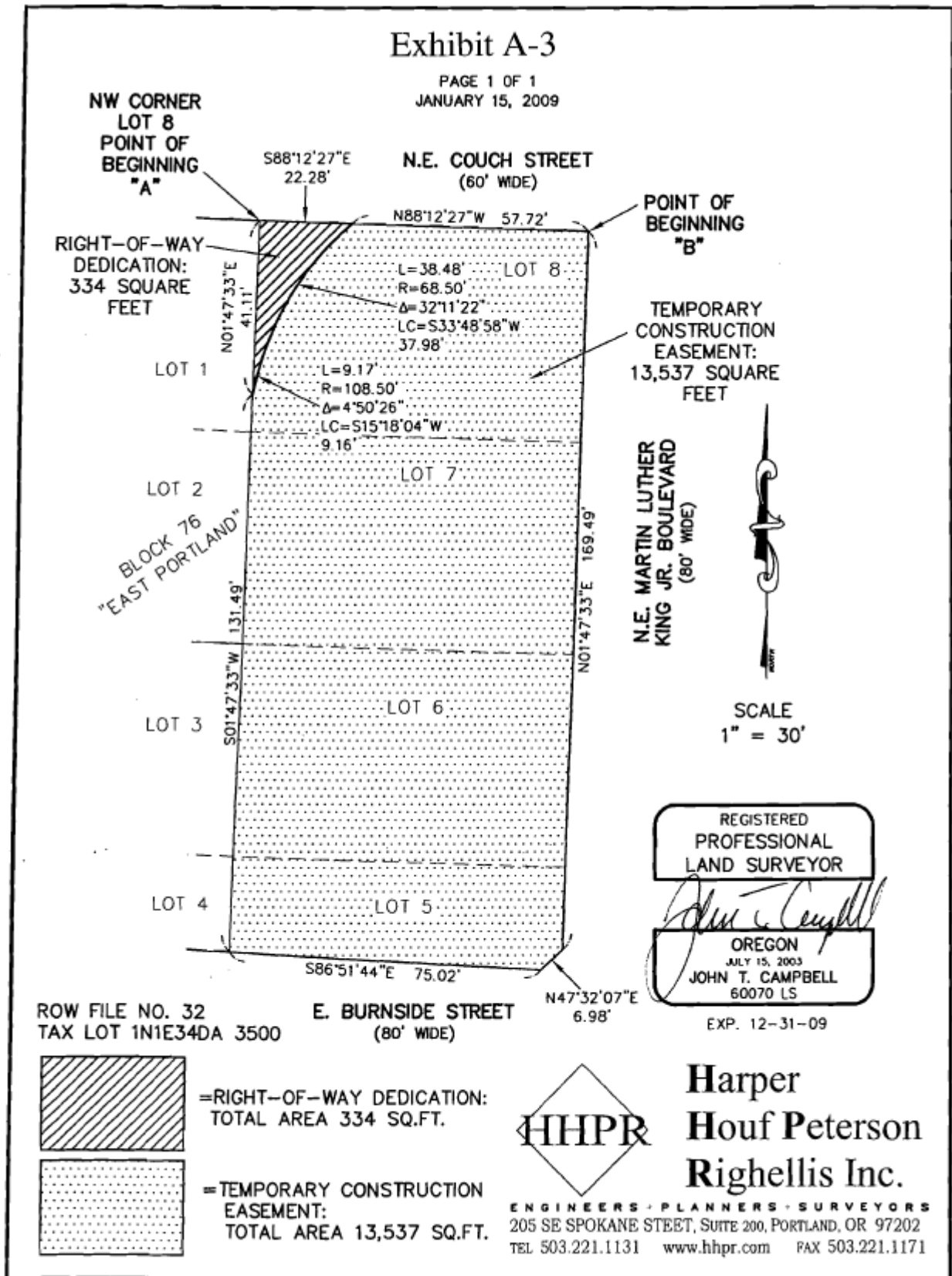
City Attorney

Approved:

City Engineer or his designee







PDC

PORTLAND DEVELOPMENT COMMISSION

Resolution Number 6681

Title:

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE PORTLAND BUREAU OF TRANSPORTATION FOR THE EASTSIDE BURNSIDE-COUCH COUPLET PROJECT (CONSTRUCTION PHASE) IN THE CENTRAL EASTSIDE URBAN RENEWAL AREA; AUTHORIZING DEDICATION OF RIGHT-OF-WAY AND CONVEYANCE OF A SLOPE EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO THE CITY OF PORTLAND AT THE BURNSIDE BRIDGEHEAD SITE, BLOCK 76 CONCERNING THE SAME

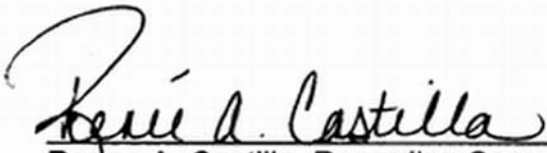
Adopted by the Portland Development Commission on March 11, 2009.

PRESENT FOR VOTE	COMMISSIONERS	VOTE		
		Yea	Nay	Abstain
<input checked="" type="checkbox"/>	Charles Wilhoite, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Scott Andrews	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Bertha Ferrán	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	John Mohlis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Vacant	<input 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.


Renee A. Castilla, Recording Secretary

Date: April 3, 2009