

Exhibit 1 to Resolution

**After recording return to:**

Patrick Hinds  
Land Use & Transportation Division, Bldg. #425

**Until a change is requested,  
tax statements shall be sent to:**

Multnomah County Transportation Division  
1600 SE 190th Ave  
Portland, Oregon 97233

**TEMPORARY CONSTRUCTION EASEMENT**

**Thomas R. Hendrickson and Verna B. Hendrickson, as tenants by the entirety "Grantor"**, grants to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, **"Grantee"**, a temporary easement for construction, of and access to a new Sellwood Bridge over, under, upon and across the property described in Exhibit A ("Easement Area"), including the right to permanently remove the garage improvements located in the Easement Area for a period beginning on the date of this agreement and ending December 31, 2016 or the completion of construction, whichever is earlier, provided that, Grantee shall provide Grantor 10 days written notice of the date that Grantor must vacate the Easement Area, which date shall not be sooner than January 20, 2012.

After the construction of the new Sellwood Bridge is completed Grantee shall at Grantee's expense construct substantially similar covered garage and secure storage unit improvements on the Sellwood Harbor Condominium property for the use of Grantor. The obligation to construct such improvements is subject to the issuance of permits by the City of Portland (City) and assignment of the units to Grantor by the Sellwood Harbor Condominium Association of Unit Owners (Association). The parties anticipate that City and the Association will approve the construction of the improvements and the assignment of the parking and storage units to Grantor and the parties commit to making best efforts to secure such approvals. The parties recognize, however, that at the time of this agreement, such approvals cannot be obtained. The parties further acknowledge that the compensation to be paid as set forth below was established based on the parties' assumption that the garage and storage units will be constructed. Therefore the parties agree that if, for any reason, the garage and storage units are not constructed and assigned to Grantor, Grantor shall be entitled to additional compensation from Grantee. The parties agree that if they cannot reach agreement as to the amount of such additional compensation, the parties will mediate the claim. If mediation does not result in a settlement, the parties agree to arbitrate the claim under the provisions of ORS 36.600 to 36.740. Grantee agrees to pay the fees of the mediator and the arbitrator.

Grantor acknowledges that this grant is pursuant to the exercise of the eminent domain power and authority of Grantee and that the consideration paid by Grantee and accepted by Grantor is just compensation for the property rights granted, and includes all damage to Grantor's remaining property resulting from the acquisition or use of said property rights.

The true consideration paid for this grant stated in terms of dollars is \$ 17,600.00.

Dated this 6th day of January, 2012

Thomas R. Hendrickson  
Thomas R. Hendrickson

Verna B. Hendrickson  
Verna B. Hendrickson



STATE OF OREGON )  
 ) ss  
County of Multnomah )

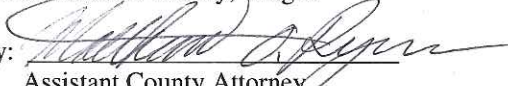
This instrument was acknowledged before me on 1/6, 2012, by Thomas R. Hendrickson + Verna B. Hendrickson

Christine M Nickerson  
Notary Public for Oregon

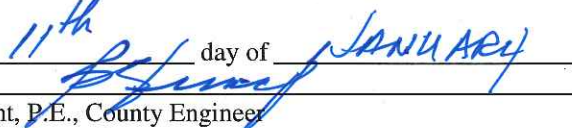
My Commission Expires: 12/21/13

REVIEWED:

By Jenny M. Morf, Acting County Attorney  
For Multnomah County, Oregon

By:   
Assistant County Attorney

The described property is accepted for use in conjunction with the Sellwood Bridge on behalf of the Board of County Commissioners of Multnomah County, Oregon, pursuant to Ordinance No. 619 and Executive Order No. 199.

Dated this 11<sup>th</sup> day of JANUARY, 2011  
By:   
Brian S. Vincent, P.E., County Engineer  
for Multnomah County, Oregon

## **Exhibit A**

### **D2**

Limited Common Element storage space D2, SELLWOOD HARBOR CONDOMINIUM, in the City of Portland, Multnomah County, Oregon, as set forth in SELLWOOD HARBOR CONDOMINIUM, recorded February 1, 1980 in Book 1213, Pages 2-12, Multnomah County Plat Records, and in the Declaration of Unit Ownership, Sellwood Harbor Condominium, recorded February 1, 1980 in Book 1416, Page 1755, Multnomah County Deed Records.

### **D2-2**

Limited Common Element parking space D2-2, SELLWOOD HARBOR CONDOMINIUM, in the City of Portland, Multnomah County, Oregon, as set forth in SELLWOOD HARBOR CONDOMINIUM, recorded February 1, 1980 in Book 1213, Pages 2-12, Multnomah County Plat Records, and in the Declaration of Unit Ownership, Sellwood Harbor Condominium, recorded February 1, 1980 in Book 1416, Page 1755, Multnomah County Deed Records.