

After recording, return to:
Patrick Hinds/Transportation Division Bldg. #455
N.E. 181st Avenue
**Until a change is requested, all
tax statements shall be sent to:**
Multnomah County Transportation Division
1600 S.E. 190th Avenue
Portland, Oregon 97233

EXHIBIT A

EASEMENT

Multnomah County, a political subdivision of the State of Oregon, ("GRANTOR"), grants to ESCO Corporation, an Oregon corporation ("GRANTEE"), a non-exclusive access easement over and across that certain real property as more particularly described in the attached **Exhibit A-1**, as Parcel 1 and Parcel 2.

The Easement is granted pursuant to the following terms and conditions:

1. The sole purpose of the Easement is to provide GRANTEE an access route over and across GRANTOR'S property at reasonable times to GRANTEE'S immediately adjacent properties to the north and the south of this Easement.
2. **Notwithstanding Paragraphs 3-9 of this Easement, during the construction phase of the new Sauvie Island Bridge, which shall be from December 15, 2005 through December 15, 2009, that any right of access to the easement area by GRANTEE, its employees, invitees, agents, contractors, and subcontractors must first be expressly approved in writing by Grantor. The requirement of Grantor's written approval for Grantee's access shall cease upon completion of construction, except as otherwise provided herein.**
3. GRANTEE shall obtain prior written approval from GRANTOR prior to permitting persons other than Grantee, its employees, invitees, agents or contractors to use the easement.
4. GRANTOR and/or its authorized representative(s) reserve the right to enter into and upon the easement area at any time.
5. Except as expressly authorized in writing by GRANTOR, GRANTEE its employees, invitees, agents, contractors, and subcontractors shall not:
 - a. Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, except minor maintenance including vegetation trimming shall be allowed;
 - b. Remove any sand and gravel, or other mineral resources for commercial use or sale that occur in the easement area except as expressly authorized in writing by GRANTOR;
 - c. Interfere with or disrupt in any way GRANTOR'S use of the easement area and the abutting property for right-of-way or other lawful purposes.
6. GRANTEE shall conduct all its operations within the easement area in a manner that causes no harm to fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests.
7. GRANTOR reserves the right to revoke this easement for noncompliance by GRANTEE with the conditions of this easement,

8. GRANTEE shall pay to GRANTOR the actual value, as reasonably determined by GRANTOR, for any unreasonable damage to GRANTOR-owned lands caused by GRANTEE'S activities in and around the easement area.

9. GRANTEE shall defend, hold harmless, and indemnify GRANTOR, its employees, agents and contractors, for, from, and against any and all claims, liabilities, losses, costs, and expenses, including but not limited to attorney fees, arising from GRANTEE or its agents, employees or contractors negligence in the easement area.

The true and actual consideration paid for this transfer stated in terms of dollars is \$0.00, and other value given, which is the whole consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this ____ day of _____, 2005.

GRANTOR:

MULTNOMAH COUNTY, a political
subdivision of the State of Oregon

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on _____, 2005, by Grantor herein.

Notary Public for Oregon
My commission expires: _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Matthew O. Ryan, Assistant County Attorney