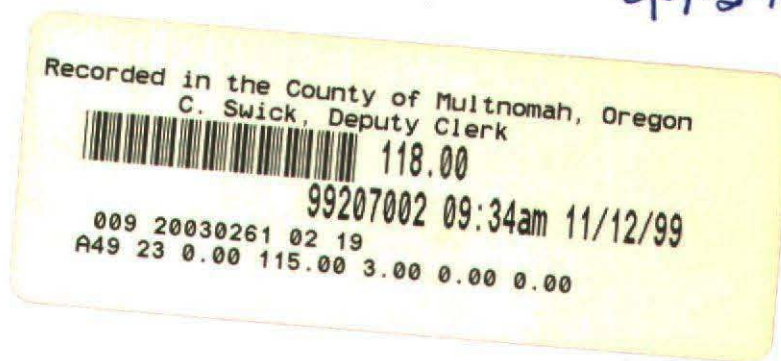


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RECORDING COVER SHEET

TRANSACTION(S): Water System Easement

GRANTOR(S): Port of Portland

GRANTEE(S): City of Portland

AFTER RECORDING
RETURN TO: Troy Graham
Legal Assistant
Port of Portland
Legal Department
PO Box 3529
Portland, Oregon 97208

COVER SHEET
PREPARED AND
SUBMITTED BY:

Troy Graham _____

[NOTE: This cover sheet is presented for recording purposes and is not intended to be a part of the attached documents. Any errors in this cover sheet shall not affect the terms and conditions contained in the recorded instrument(s)].

23

WATER SYSTEM EASEMENT

GRANTOR: **THE PORT OF PORTLAND**, a port district of the State of Oregon, whose address is P.O. Box 3529, Portland, Oregon 97208.

GRANTEE: **THE CITY OF PORTLAND, OREGON**, a municipality of the state of Oregon, whose address is 1120 SW Fifth Avenue, Portland, Oregon 97204.

The Grantor and Grantee are parties to that certain intergovernmental agreement entitled, "Transfer of Portland International Airport Water System Facility by the Port of Portland to the City of Portland" (the "Agreement"), dated August 5, 1994, which provided for transfer to the Grantee the water system located at Portland International Airport. In connection with such Agreement, the Grantor agreed to convey an easement to the Grantee to allow the Grantee to operate and maintain the water system.

NOW THEREFORE, the parties agree as follows:

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, for the uses and on the conditions set forth below, a perpetual non-exclusive easement upon, over, under and through a portion of Grantor's property shown and described on the maps attached to this Easement as Exhibit A (the "Easement Area").

1. GRANTEE'S USE

1.1 General

Grantee shall have the right to use the Easement Area only for the operation, maintenance, replacement, reconstruction, and removal of water lines and facilities, and for the ingress and egress necessary thereto, and for no other purpose without Grantor's prior written consent.

1.2 Utilities

Grantee shall promptly pay any charges for sanitary sewer, storm sewer, water, gas, electricity, telephone, and all other charges for utilities which may be furnished to the Easement Area at the request of Grantee.

1.3 Hazardous Substances

Grantee may use, handle or store on the Easement Area, for their intended purposes in accordance with manufacturers' instructions, only those hazardous substances reasonably and necessarily used in the course of Grantee's permitted uses of the Easement Area.

1.4 Access

Except in the case of emergency, Grantee agrees to give not less than three (3) days notice of any access needed to the Easement Area. In the case of emergency, Grantee agrees to give such notice as is reasonable under the circumstances. Such notice shall be given to the Port and to any affected tenant of the Port whose leased property is traversed by the Easement Area. Grantee agrees to coordinate any repair or maintenance activities on property leased to a Port tenant so as to minimize disruption to such tenant's operations on and use of their leased property. For construction, operation and maintenance work with that portion of the Easement Area along or within Airport Way, Grantor and Grantee agree to follow the notification process set out in Exhibit B attached to this Easement.

2. TERM

This Easement shall commence on September 24, 1997 and shall continue in perpetuity unless terminated by mutual agreement of the parties. In the event of an abandonment of this Easement by Grantee or upon termination, Grantee shall promptly execute and deliver to Grantor recordable documents sufficient to remove this easement as an encumbrance against the property.

3. COMPLIANCE WITH LAWS

Grantee shall conduct its activities under this Easement in compliance with all applicable state, federal, and local laws, regulations, agency guidance documents, Port rules and regulations, and terms of any permits applicable to the Easement Area or Grantor's property.

4. RESTORATION OF EASEMENT AREA

4.1 Disturbance

In the event that the Easement Area or any landscaping or other improvement located within or adjacent to the Easement Area is disturbed by the exercise of any rights granted herein or any associated construction, Grantee shall promptly remove any debris and restore the Easement Area including any disturbed landscaping or other improvement to a condition not less than the condition prior to the exercise of such rights.

4.2 Condition on Termination

Upon termination, Grantee shall, at its option, restore the Easement Area to a condition not less than the condition of the Easement Area prior to the date of this Easement, or to a condition not less than that of Grantor's surrounding property. Restoration shall include the removal of all improvements constructed or used in the Easement Area by Grantee or, subject to Grantor's prior written consent, abandonment in place.

4.3 Hazardous Substance Releases

In the event of any release of substances, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any environmental law, including fuels, petroleum and petroleum-derived products, on the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater), which results from or occurs in connection with Grantee's occupancy or use of the Easement Area, Grantee shall be responsible for such release, shall promptly notify Grantor, and shall clean up and restore the Easement Area and other affected properties to the extent required by law and compatible with Grantor's current and intended future uses of the Easement Area and other affected properties.

5. CONSTRUCTION OF IMPROVEMENTS

Prior to the commencement of any new construction or material reconstruction activities in the Easement Area, Grantee shall, except in the case of emergency, obtain from Grantor a Construction Permit and Right of Entry.

6. INDEMNIFICATION

To the extent allowed under Oregon law, Grantee agrees to indemnify, hold harmless and defend Grantor, its commissioners, directors, officers, and employees from and against and to reimburse Grantor for all claims, actions, damages, injuries, costs, loss, or expenses incidental to the investigation and

defense thereof, arising out of the acts or omissions of, or use or occupancy of the Easement Area, by, Grantee, its agents, contractors, or employees. To the extent allowed under Oregon law, Grantor agrees to fully indemnify, hold harmless and defend Grantee, its commissioners, officers, and employees from and against and to reimburse Grantee for all claims, actions, damages, injuries, costs, loss, or expenses incidental to the investigation and defense thereof, arising out of the acts or omissions of, or use or occupancy of the Easement Area, by, Grantor, its agents, contractors, employees.

7. GRANTOR'S USE

Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee's permitted use, including the installation, maintenance, repair, removal, replacement or relocation of underground utilities and services, paths, roadways or driveways, parking lots, shallow-rooted landscaping, and continued operation and development of Grantor's property. In the event that Grantor needs all or a portion of the Easement Area for other purposes, Grantor reserves the right to relocate, after consultation with Grantee and at Grantor's expense, the Easement Area and any utilities or facilities located in the Easement Area.

8. CONDITION; REPAIRS AND MAINTENANCE

Grantor makes no warranty, guarantee, or representation concerning the physical condition of the Easement Area nor its suitability for any of Grantee's intended purposes. Grantee will maintain, repair and replace the improvements owed or used by Grantee in the Easement Area to keep them in good condition and repair at all times.

9. AGREEMENTS WITH UNITED STATES; AIRPORT SECURITY

This Easement shall be subject to the provisions of any existing or future agreement between Grantor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Grantee agrees to reimburse Grantor for any fines or penalties levied against Grantor by the United States Government for security violations as a result of any actions on the part of Grantee, its employees, agents or contractors.

10. MEDIATION

If any dispute should arise between Grantor and Grantee concerning this Easement or the parties' obligations or activities under this Easement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree on a mediator, a mediator shall be appointed by the presiding judge of the Multnomah County Circuit Court.

11. BINDING

This Easement shall be and hereby is made a part of each conveyance of all or any part of the Easement Area and shall run with the land as to all property burdened by this Easement. As used in this Easement, the terms "Grantee" and "Grantor" shall include the above named Grantee and Grantor, and such parties' successors and assigns.

12. NOTICES

All notices required under this Easement shall be sent certified mail, return receipt requested, to the addresses set forth below unless changed by the parties by notice in writing:

The City of Portland - Bureau of Water Works
1120 SW 5th Avenue
Portland, OR 97204
Attn: Chief Engineer

The Port of Portland
P.O. Box 3529
Portland, Oregon 97208
Attn: Aviation Director

13. AMENDMENT

This Easement may not be amended except by written agreement of all parties. No amendment shall be effective until duly recorded in the records of Multnomah County, Oregon.

This is made and accepted effective this 4th day of June, 1999.

GRANTOR

THE PORT OF PORTLAND

By: [Signature]
Executive Director

APPROVED FOR LEGAL SUFFICIENCY
FOR THE PORT:

[Signature]
Counsel for the Port of Portland

GRANTEE

THE CITY OF PORTLAND

By: [Signature]
Title: CHIEF ENGINEER

APPROVED AS TO FORM
APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

**ACKNOWLEDGMENTS FOR
EASEMENT BETWEEN THE PORT OF PORTLAND AND
THE CITY OF PORTLAND**

STATE OF OREGON)
County of Multnomah)

This Easement was acknowledged before me on June 4, 1999, by _____
Milse Thorne as
Executive Director of The Port of Portland.



Mary E. Shinn
Notary Public for Oregon
My Commission Expires: 2-20-2003

STATE OF OREGON)
County of Multnomah)

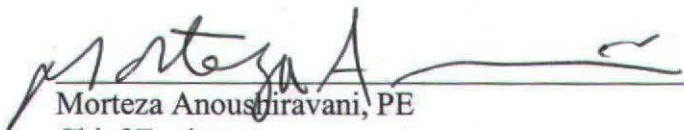
This Easement was acknowledged before me on _____ 199__, by _____
_____ as
_____ of the City of Portland.

Notary Public for _____
My Commission Expires: _____

GRANTEE:

**BUREAU OF WATER WORKS OF THE CITY OF PORTLAND, A MUNICIPAL
CORPORATION OF THE STATE OF OREGON**

By:


Morteza Anoushiravani, PE
Chief Engineer

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 11 day of May, 1999, before me personally appeared **Morteza Anoushiravani**, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same on behalf of the Bureau of Water Works of the City of Portland, a municipal corporation of the State of Oregon.


NOTARY PUBLIC FOR OREGON

My commission expires: 5-27-2001



Port of Portland

THE PORT OF PORTLAND COMMISSION

ALFRED M. GLEASON - PRESIDENT
ROBERT S. WALSH - VICE PRESIDENT
MICHAEL M. POWELL - TREASURER
NANCY WILGENBUSCH - SECRETARY
ROBERT F. COOK, JR.
CHERYL D. PERRIN
KEITH L. THOMSON
RICHARD C. WISE
JUNKI YOSHIDA

MIKE THORNE, EXECUTIVE DIRECTOR
KENNETH N. WEBER, DIRECTOR, ENGINEERING SERVICES
JOHN P. BROCKLEY, DIRECTOR, AVIATION



SHEET NO. DESCRIPTION

CIVIL	
1 (C-1)	SITE PLAN SHEET C-1
2 (C-2)	PLAN SHEET C-2
3 (C-3)	PLAN SHEET C-3
4 (C-4)	PLAN SHEET C-4
5 (C-5)	PLAN SHEET C-5
6 (C-6)	PLAN SHEET C-6
7 (C-7)	PLAN SHEET C-7

PORTLAND INTERNATIONAL AIRPORT WATER SYSTEM TRANSFER TO CITY OF PORTLAND

EXHIBIT A

JULY 1996

DESIGN NO. 95D113

PROJECT MANAGER *[Signature]*

PROJECT NO. 21429

DRAWING NO. POX 95-42

POX - WATER SYSTEM TRANSFER TO COP

MICROFILMED

A STRIP OF LAND 20 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTIONS 8, 9, 10, 15 AND 16, TOWNSHIP 1 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE OF LINES A THROUGH K INCLUSIVE, AS DESCRIBED ON ATTACHED EXHIBIT A, PART OF PORTLAND DRAWING NUMBER PD 88-43 SHEETS C-1 THROUGH C-7, INCLUSIVE.

ALSO, A STRIP OF LAND 10 FEET WIDE BEING LINES.
OF THE FOLLOWING DESCRIBED BEING LINES.
DOMESTIC SERVICE LINES, INCLUDING PUBLIC WATER METERS AND
FIRE SERVICE LINES, INCLUDING PADLOCK-WHEEL METERS AND
FIRE HYDRANTS ALONG WITH A 5 FOOT PROTECTION PAST THE
FIRE HYDRANTS. FIRE SERVICE LINES TO THE FRONT OF
BACKLASH OR PREVENTION VAULTS, OR THE FEDERAL AVIATION
ADMINISTRATION (FAA) AIRPORT. THE TYPE IS CLOSEST
TO THE MAIN AS DESCRIBED ON ATTACHED SHEET C-1
FOR PORTLAND DRAWING NUMBER PD 85-42 SHEETS C-1
THROUGH C-7, INCLUSIVE.



NOTE:

1. THIS DRAWING IS SCHEMATIC IN NATURE. ACTUAL FIELD LOCATION MAY VARY. EASEMENT IS INTENDED TO FOLLOW ACTUAL PRINC.



EXHIBIT A

PORTLAND INTERNATIONAL AIRPORT
WATER SYSTEM TRANSFER TO CITY OF PORTLAND

**WATER SYSTEM
SHEET C-3**

36-42 3/7 (C-3)

ESSENTIAL FOODS



PLAN

SCALE: 1" = 100'



MATCH LINE SEE SHEET C-6

PORT OF PORTLAND
PORTLAND, OREGON[illegible]

Reviewed by	B. ESKINEN
Drawn by	C. MÄKILÄ
Checked by	B. GÖTTI
Date	DEC 1986
Scale	A4 2H-Draw

PORTLAND INTERNATIONAL AIRPORT
WATER SYSTEM TRANSFER TO CITY OF PORTLAND

**WATER SYSTEM
SHEET C-3**

36-42 3/7 (C-3)

ESSENTIAL FOODS

A STRIP OF LAND 20 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTIONS 8, 9, 10, 15 AND 16, TOWNSHIP 1 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE OF LINES A THROUGH K INCLUSIVE, AS DESCRIBED ON ATTACHED EXHIBIT A, PORT OF PORTLAND DRAWING NUMBER PD 85-42 SHEETS C-1 THROUGH C-7, INCLUSIVE.

ALSO, A STRIP OF LAND 10 FEET WIDE BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:
DOMESTIC SERVICE LINES, INCLUDING PUBLIC WATER METERS;
FIRE SERVICE LINES, INCLUDING PAD/WHEEL METERS AND
FIRE HYDRANTS, FIRE SERVICE LINES TO THE FRONT OF
THE BUILDING, AND FIRE SERVICE LINES TO THE FEDERAL AVIATION
ADMINISTRATION BUILDING;
TO THE MAIN, AS DESCRIBED ON ATTACHED EXHIBIT A, PORT
OF PORTLAND DRAWING NUMBER POL 85-42 SHEETS C-1
THROUGH C-7, INCLUDE.

NOTE:

1. THIS DRAWING IS SCHEMATIC IN NATURE. ACTUAL FIELD LOCATION MAY VARY. EASEMENT IS INTENDED TO FOLLOW ACTUAL PIPING.
2. FOR OLD LOWBOARD CENTERLINE DESCRIPTION, REFER TO:

COUNTY ROAD #3239



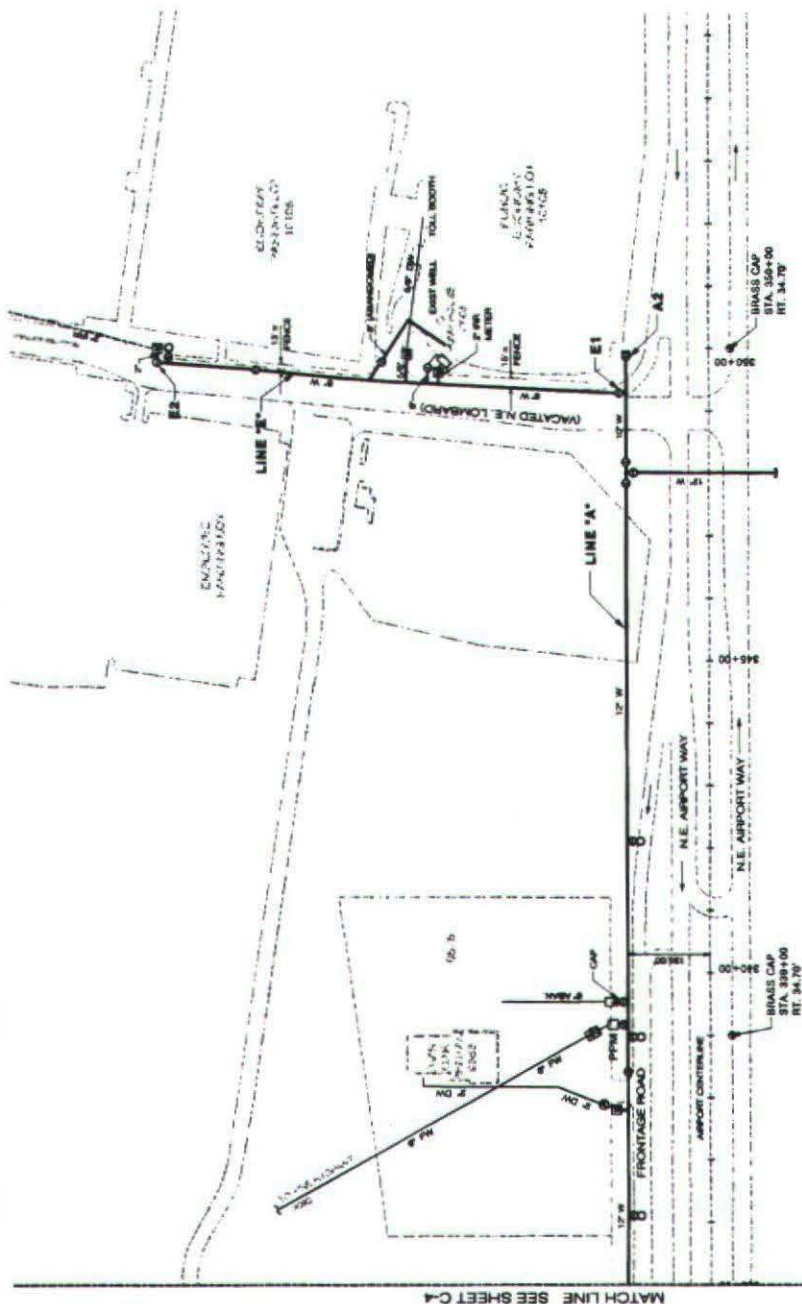
EXHIBIT A

PORTLAND INTERNATIONAL AIRPORT

**WATER SYSTEM MAP
SHEET C-5**

PDX 95-42 5/7 (C-6)

03-11-2011



MATCH LINE SEE SHEET C-4

PLAN
SCALE: 1" = 100'

PORT OF PORTLAND
PORTLAND, OREGON

DATE	BY	REMARKS	DATE	APPROV	RECEIVED PER CUP COMMENTS	DATE	APPROV	RECEIVED PER CUP COMMENTS
					U.S. 6/27/06			
					U.S. 6/27/06			

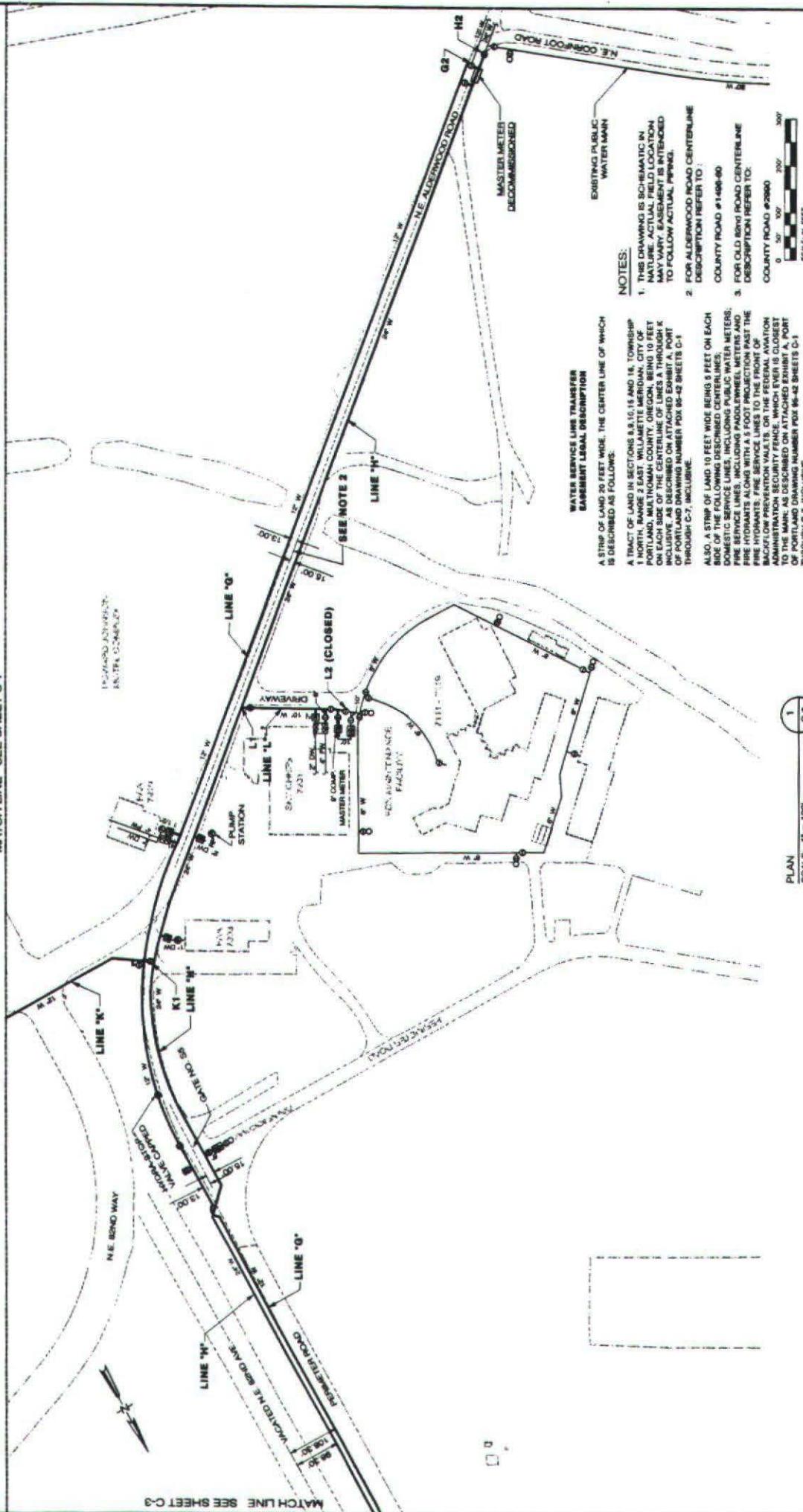
PORTLAND INTERNATIONAL AIRPORT

WATER SYSTEM TRANSFER TO CITY OF PORTLAND

**WATER SYSTEM MAP
SHEET C-6**

PDX 95-42 5/7 (C-6)

03-11-2011



NOTES:

- THIS DRAWING IS SCHEMATIC IN NATURE. ACTUAL FIELD LOCATION MAY VARY. EASEMENT IS INTENDED TO FOLLOW ACTUAL FIRMING.
- FOR ALDERWOOD ROAD CENTERLINE DESCRIPTION REFER TO :
COUNTY ROAD #1406-60
- FOR OLD 82nd ROAD CENTERLINE DESCRIPTION REFER TO:

**WATER SERVICE LINE TRANSFER
BASEMENT LEGAL DESCRIPTION**

A TRACT OF LAND IN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 3 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, BEING 10 FEET ON EACH SIDE OF THE CENTERLINE OF LINES A THROUGH K INCLUSIVE, AS DESCRIBED ON ATTACHED EXHIBIT A, PORT OF PORTLAND DRAWING NUMBER POB 95-42 SHEETS C-1

ALSO, A STRIP OF LAND 10 FEET WIDE BEING 8 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERED WATER METERS. DOMESTIC SERVICE INCLUDING PADS, GROUND WATER METERS, FIRE SERVICE INCLUDING PADS, GROUND WATER METERS, AND FIRE BRIGADES ALONG WITH A PAD PROTECTION PAST THE FIRE HYDRANTS. FIRE SERVICE LINES TO THE FRONT OF THE BAYVIEW/CELESTON PREVENTION VALVE, OR THE FEDERAL AVIATION ADMINISTRATION SECURITY FENCE, WHICH EVER IS CLOSEST TO THE MAIN, AS DESCRIBED ON ATTACHED EXHIBIT A, PORT OF PORTLAND DRAWING NUMBER PDX 96-42 SHEETS C-1 THROUGH C-7, INCLUDING.

EXHIBIT A

PORTLAND INTERNATIONAL AIRPORT WATER SYSTEM TRANSFER TO CITY OF PORTLAND WATER SYSTEM MAP SHEET C-6	DRAWING NO. PDX 95-42	6/7 (C-6)
--	--------------------------	--------------

	8. Prospect	
	C. MRP-ADP	
	B. LQDP	
	LAC 100	
	AE BROAD	
	K&L	

PORT OF PORTLAND PORTLAND, OREGON	NOV 11 1963	21 1458
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EXHIBIT B

NOTIFICATION PROCESS FOR CITY OF PORTLAND WORK ALONG N.E. AIRPORT WAY

The Port of Portland (the "Port") and the City of Portland (the "City") agree that operations of City-owned water and sewer facilities along N.E. Airport Way between the airport terminal and the I-205 freeway shall be conducted according to the process detailed herein. The purpose of this process is to assure a high quality of service to those traveling to and from the airport and that the water and sewer utilities owned by the City are properly constructed, operated and maintained.

There are generally three situations which Airport Way shall be impacted by City operations:

1. General maintenance.
2. New construction.
3. Emergency repairs.

The notification process for each scenario is defined below.

General Maintenance: General maintenance is defined as routine work activities associated with an existing facility. Examples of general maintenance are:

1. Repairing a fire hydrant.
2. TV inspection of sewer.
3. Replacing a portion of a water or sewer main.
4. Cleaning a sanitary pump station.
5. Flow testing a water meter.
6. Installing a water service.

The City Bureau preparing to perform the general maintenance shall be required to notify the Port of Portland when the work is anticipated to disrupt traffic along N.E. Airport Way. If disruption of traffic is expected, the City shall be required to contact the Aviation Tenant Construction Manager. It shall be necessary that the City contact the Aviation Tenant Construction Manager a minimum of three working days in advance of the proposed work.

Contact shall be in the form of a telephone call directly to the Aviation Tenant Construction Manager at 503/460-4175. In the event that the Manager is unable to be reached, the City shall fill out a single half page form indicating City contact person, project location, scope of work and start and completion date. The form shall then be faxed to the Aviation Permits office. (Form is attached for reference. FAX Number: 503/460-4124)

Depending upon the nature of the work, access shall be either granted with no conditions, or granted with conditions within seventy-two hours of the proposed work start date. (The reason for the advance notice is to give the Aviation Tenant Construction Manager an opportunity to coordinate with and obtain clearance from affected parties.) The Port shall provide the City with traffic control standards that address the generally anticipated traffic control situations along N.E. Airport Way. The City Bureau may be required to submit a traffic control plan.

If necessary, a preconstruction meeting shall be scheduled by the Port to coordinate the specifics at least twenty-four hours prior to the scheduled beginning of work.

New Construction: The City Bureau proposing new construction shall be required to obtain a permit from the Port prior to commencing construction. Permit applications are available at the Aviation Permit office. The Aviation Tenant Construction Manager shall issue the permit and can be reached at 503/460-4175.

The Permit process is a minimum two-week process with the following steps as an outline:

1. The City submits a permit application and five sets of preliminary plans and specifications to the Aviation Permit Office.
2. The preliminary plans and specifications are routed to various Port departments for review.
3. The review comments are returned to the Aviation Permit office for consolidation and evaluation.
4. The Aviation Permit office returns the plans with comments to the City.
5. The City submits five sets of final plans to the Aviation Permit office.
6. The Aviation Permit office issues a construction permit, with conditions, such as traffic control plans, working hour limits, etc.
7. The Aviation Permit office sends out a notice of construction to all interested and/or affected parties.
8. The City or their contractor shall notify the Aviation Permit office 48 hours prior to commencing work. At the time of notification, the detailed coordination shall take place between the City Bureau/contractor and the directly affected parties. A preconstruction meeting may be required.

Emergency: When emergency situations arise, the Communications Center shall be the Port focal point for the affected City Bureau. The City shall make every reasonable effort to contact the Communications Center before responding to the emergency. If prior contact is not possible because of the immediate concerns for public health and safety or structural integrity, the City shall inform the Communications Center at the first opportunity. The City shall identify the location, work limits, traffic impact, planned repair and job site contact person.

Communications Center Phone Number: 503/460-4000.

An emergency is defined as:

1. A life-threatening situation.
2. An impact to or from a major asset, such as a building, street, water main or a sewer main.
3. An impact to airport operations, such as restricting access to the terminal.

During an emergency situation, the City shall make every reasonable effort to adhere to the following procedures:

1. Airport Way, because of its strategic importance for travel to and from the airport, must remain usable. Any emergency work that must take place on Airport Way must not only resolve the emergency, but also provide for the flow of traffic.
2. All public access areas, roadways, public sidewalks, etc, should remain usable. If safety is an issue and this cannot be accomplished, the Port and the City shall jointly establish a suitable alternate route of travel.
3. If a disruption of any Port operation, shuttle bus routes, parking exiting/entry systems, etc., is anticipated, this information must be given to the Port Communications Center. It is preferred that this information be given, if possible, before the emergency repair begins.

If the emergency situation has been temporarily repaired and restored to working condition, but the City plans to return to complete the work, then the remaining work shall be done according to the process defined for "General Maintenance".

Work by the City in N.E. Airport Way and adjacent streets shall be done to City of Portland standards, as detailed in the City's Standard Construction Specifications, and in accordance with the Construction Requirements detailed in **Attachment 1**.

Changes to this process shall be negotiated between the Port and the City. Changes shall be incorporated into this document as part of the standard agreement.

ATTACHMENT 1 to EXHIBIT B

CONSTRUCTION REQUIREMENTS FOR CITY OF PORTLAND WORK ALONG N.E. AIRPORT WAY ON NEW OR EXISTING FACILITIES

General Requirements

1. Within Port-owned or Port-leased property, notify owners of underground utilities within the construction area, in advance of the commencement of excavation activities, as prescribed in Oregon Revised Statutes (ORS) 757.541 to 757.571, Excavation Regulations.

Notify underground utility owners that are members of the Oregon Utilities Coordinating Council via that Council's "one-call" notification system (503/246-6699). Concurrently, notify the Aviation Permits office (503/460-4175) when the "one-call" request is being initiated. For underground utilities owners that are not members of the Oregon Utilities Coordinating Council, utility locating requests shall be made directly to those utility owners. The Port will locate and mark the Port's utilities at no cost to the City. Make location requests in advance, allowing adequate time to schedule the work, an amount equivalent to that specified in the above-referenced ORS statutes.

2. Within public rights of way, or within easements for underground utilities, notify utility owners in advance of the commencement of any and all excavation activities, as prescribed in the above-referenced ORS statutes, via the Oregon Utilities Coordinating Council's "one-call" notification system.

3. Protect existing utilities, and other public and private facilities and improvements which are to remain in place, from damage in the course of the work.

4. In the event of interruption to field-located utility services as a result of the work, promptly notify the utility company first, and then the Port Communications Center (503/460-4000). Cooperate with said utility in restoring service as promptly as possible. If required, the City Bureau performing the work shall install suitable temporary service until permanent repair is completed and bear the cost of repair and temporary service.

5. Repair damages that result from execution of the work at no cost to the Port. Repairs shall be subject to City of Portland standards and approval of the Port.

6. Staging, parking and work areas shall be coordinated with the Aviation Permits office.

7. Utility Company will adhere to applicable federal, state, and local codes regarding erosion control.

8. Security fences adjacent to Airport Way will be protected in a manner consistent with Federal Aviation Administration and the Port of Portland regulations.

Traffic Control During Construction

1. If required, submit a traffic control plan and work schedule before commencing work.

2. Traffic control methods must conform with the Manual of Uniform Traffic Control Devices (current edition).

3. Conduct construction operations so as to cause the least possible obstruction and inconvenience to vehicular traffic.

4. When the job site is unoccupied, clear the job site of hazards and provide traffic control devices for safe traffic movement. If possible, return affected traffic lanes to service.

5. Unless otherwise approved in the Permit Conditions, all roadway lanes shall be kept open for traffic during the following hours: Between 5:00 a.m. and 8:30 a.m.; and between 3:00 p.m. and 6:00 p.m.

PORT OF PORTLAND

AVIATION TENANT CONSTRUCTION
UTILITY WORK NOTIFICATION FORM

NOTIFICATION DATE: _____ NOTIFICATION NO.: _____

UTILITY/AGENCY NAME: _____

CONTACT NAME: _____ CONTACT PHONE NO.: _____

PROJECT LOCATION: _____

SCOPE OF WORK: _____

START DATE: _____ COMPLETION DATE: _____

CONTRACTOR (if applicable): _____

CONTACT NAME: _____ CONTACT PHONE NO.: _____

*****TO BE FILLED OUT BY THE PORT*****

DEPT CONTACTED	NAME	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

SPECIAL REQUIREMENTS: _____

APPROVED: _____ DATE: _____

Aviation Tenant Construction Manager
FAX No: 503/460-4124

TRANSFER DOCUMENT

TRANSFERRING THE WATER FACILITIES OF PORTLAND INTERNATIONAL AIRPORT TO THE CITY OF PORTLAND

This document is made and entered this 24 day of Sept., 1997 by and between the CITY OF PORTLAND, a municipal corporation duly organized and existing in the State of Oregon, and the PORT OF PORTLAND, a port district duly organized and existing under the laws of the State of Oregon.

RECITALS

WHEREAS, the Port of Portland (Port), via a separate intergovernmental agreement (Port Agreement No. 94-124), has transferred its interest in the water facilities that serve Portland International Airport (PDX) to the City of Portland (City) and the City has accepted (via City Ordinance No. 167925) the duties, responsibilities and obligations arising as a result of that transfer;

WHEREAS, both the City and the Port agree that all necessary conditions precedent to effectuation of the transfer have occurred;

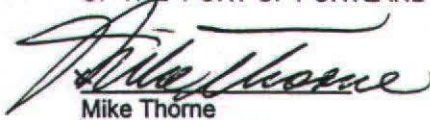
WHEREAS, the intergovernmental agreement referred to above require by its terms that a separate document evidencing the transfer be created to memorialize the transfer.

WHEREAS, both the City and the Port hereby acknowledge that this transfer document is to be that document.

NOW, THEREFORE, based on the foregoing, the City and the Port hereby agree:

The PORT hereby transfers to the City and the CITY hereby accepts from the PORT the "Facility" as that term is used in Port Agreement No. 94-124 and City Ordinance No. 167925 (as shown on the map attached hereto as Exhibit "A") setting out the duties, responsibilities and obligations for both the CITY and the PORT relative to the water delivery system at PDX and its environs.

TRANSFERRED UPON BEHALF
OF THE PORT OF PORTLAND




Mike Thorne
Executive Director

ACCEPTED UPON BEHALF
OF THE CITY OF PORTLAND

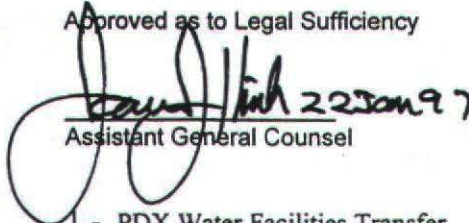


~~Vera Katz~~ Erik Sten
~~Mayor~~ Commissioner of Public Works



Barbara Clark
Auditor

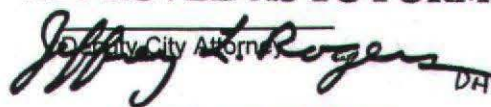
Approved as to Legal Sufficiency



Assistant General Counsel

Approved as to Legal Sufficiency

APPROVED AS TO FORM



CITY ATTORNEY

ORDINANCE No. 17 2 9 2 0

*Authorize the Chief Engineer of the Bureau of Water Works to approve and accept easements and other real property interests and agreements needed for public water system purposes, and provide for payment. (Ordinance)

The City of Portland ordains:**Section 1. The Council finds:**

1. The City of Portland Bureau of Water Works regularly acquires and accepts easements and other interests in real property required for public water system facilities.
2. The Bureau of Water Works also acquires and manages interests in real property which are needed in connection with the construction, management and maintenance of the City's public water system.
3. Once the easement and/or other real property related documents are approved by the City Attorney's Office, the documents are sent to Council via Ordinance for formal acceptance by the City, and payment to the property owner and/or other affected party is authorized, if necessary.
4. City Code 5.36.090 authorizes the Mayor to accept real property conveyed to the City.
5. City Charter 8-104 allows Council to authorize a City officer or agent to bind the City for the payment of a sum not to exceed \$20,000; such amount to be adjusted annually based on the average inflation rate for the Portland Metropolitan Area as determined from the U.S. Department of Labor statistics.
6. Ordinance No. 165059, passed by Council on February 5, 1992, authorized the City Engineer to accept right-of-way dedications, easements and other real property interests required for public improvements for transportation and sewerage systems. This Ordinance will extend similar authority to the Chief Engineer of the Water Bureau for water system management purposes.
7. In order to expedite acceptance and/or management of easements and other real property interests and agreements for the water system and reduce the City's cost and expense related to these property interests, the Mayor and City Council should delegate to, and authorize the Chief Engineer of the Water Bureau to approve and accept such easements and agreements on behalf of the Mayor and the City Council of the City of Portland, when payment to the property owner and/or other affected party will not exceed the limits set forth in City Charter 8-104.
8. Upon approval and acceptance of such easements and agreements by the Chief Engineer of the Water Bureau, the Water Bureau is authorized to make payment to the property owner and/or other affected party, if required, in an amount not to exceed the limits set forth in City Charter 8-104.

NOW, THEREFORE, The Council directs:

- a. The Chief Engineer of the Water Bureau may approve and accept on behalf of the Mayor and the City Council easements and other real property interests and agreements needed for the construction and management of the water system of the City of Portland, when payment to the property owner and/or other affected party will not exceed the limits set forth in City Charter 8-104.
- b. If required, the Chief Engineer of the Water Bureau shall then authorize payment to the property owner and/or affected party, of just compensation or other applicable form of payment as previously determined by the Bureau of Water Works, in an amount not to exceed the limits set forth in City Charter 8-104.
- c. The Auditor shall forward copies of this ordinance to the Administrator of the Bureau of Water Works, the Chief Engineer of the Water Bureau, and the Water Bureau's Real Estate section.

Section 2. The Council declares that an emergency exists because a delay in authorizing the Chief Engineer of the Water Bureau to accept easements and other real property interests and agreements for public water system purposes, will delay reducing expenses for the City; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, DEC 09 1998

Commissioner Sten

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BARBARA CLARK
Auditor of the City of Portland

By

Britta Olson

Deputy