

Ordinance No. 49141.....

in Ordinance providing for entering into an agreement for the acquisition by the City for park purposes of certain property between Masadon Road and the Willamette River now owned by River View Cemetery Association, and also altering an emergency.

The City of Portland does ordain as follows:

Section 1. The Mayor, the Commissioner of Finance and City Auditor are hereby authorized, for and on behalf of the City of Portland, to enter into an agreement with River View Cemetery Association and title and Trust Company, for the acquisition by the city for park purposes of certain property therein described, now owned by the River View Cemetery Association and lying between Masadon Road and the Willamette River, a full and true copy of which agreement with the form of deed of conveyance being a part thereof, is hereto attached, marked exhibit "A" and made a part hereof.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: that the use of said property for park purposes may be immediately obtained and such use will be of great benefit to the public as account of the water frontage there existing which offers opportunity for bathing, picnicking and other recreational facilities, therefore an emergency is hereby declared to exist and this ordinance shall be in effect from and after its passage by the Council.

Passed by the Council MAR 31 1926

HFO. L. BAKER

Mayor of the City of Portland.

Attest:

Charles G. Clark

Auditor of the City of Portland.

3-30-26

PREPARED AND APPROVED
CITY ATTORNEY

THIS AGREEMENT made this day
of 1926, by and between RIVERVIEW
CEMETERY ASSOCIATION, an Oregon corporation, here-
inafter called the "Association", party of the first
part, TITLE AND TRUST COMPANY, an Oregon corporation,
hereinafter called the "Trust Company", party of the
second part, and the City of Portland, a municipal
corporation created under the laws of the State of
Oregon, hereinafter called the "City", party of the
third part, WITNESSETH:

1. The Association hereby acknowledges receipt
from the Trust Company of the sum of twenty-five hundred
dollars (\$2500.).

2. The Association has executed a deed of con-
veyance in favor of the City as grantee, of which a
true copy is herunto annexed and marked Exhibit A and
made a part hereof for reference.

3. The Association in consideration of the pay-
ment to it by the Trust Company of the said sum of
twenty-five hundred dollars (\$2500.) has deposited in
escrow with Security Savings and Trust Company of
Portland, Oregon, the original of said deed of which
said Exhibit A is a copy, together with a copy of this
agreement, and has directed and does hereby direct said

Security Savings and Trust Company to deliver the said original deed to the City in the event that the Trust Company shall deposit to the credit of the Association the full sum of twenty-two thousand, five hundred dollars (\$22,500.) in nine installments of twenty-five hundred dollars (\$2500.) each of which the first installment shall be deposited within six months from the date hereof and the remainder thereof at successive periods of not less than six months thereafter.

4. The Association hereby consents that so long as the installment payments specified in the last preceding paragraph shall be made at intervals not longer than six (6) months, the City shall be entitled to the use and occupancy of the premises described in the granting clause of said deed of which said Exhibit A is a copy, provided that such use and occupancy shall be solely for the purposes prescribed in said deed.

5. The City hereby accepts the use and occupancy of said premises under the provisions of the last preceding paragraph hereof and the City agrees that upon delivery to it of said deed of conveyance so deposited in escrow, it will receive and accept the same and will hold the property therein described solely for the uses and purposes therein mentioned.

IN WITNESS WHEREOF the parties above named

have executed this instrument in triplicate the day
and year first above written.

In the presence of: RIVERVIEW CEMETERY ASSOCIATION

By _____ President

Attest: _____ Secretary

TITLE AND TRUST COMPANY

By _____ President

Attest: _____ Secretary

THE CITY OF PORTLAND

By _____ Mayor

Attest: _____ Auditor.

EXHIBIT A.

KNOW ALL MEN BY THESE PRESENTS, that RIVERVIEW CEMETERY ASSOCIATION, a corporation duly organized and incorporated under the laws of the State of Oregon, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey to The City of Portland, a municipal corporation existing under the laws of the State of Oregon, its successors and assigns forever, the following described parcel of real estate, situate, lying and being in the County of Multnomah and State of Oregon, to wit:

A tract of land in Sections 22 and 27, T. 1 S., R. 1 E., W.M., bounded on the west by the center line of County Road No. 680 otherwise known as Macadam Road; on the east by low water line of the Willamette River; on the north by the north line of the property of Riverview Cemetery Association, said line being parallel to the south line of the T. F. Stephens Donation Land Claim, and 150 feet southerly measured at right angles thereto; and on the south by the south line of the property of Riverview Cemetery Association, said line being described as follows:

Beginning at the intersection of the south line of the H. B. Campbell D.L.G. with a northerly extension of the east line of Maple Street of River- side, as shown on the duly recorded plat thereof, and running thence north along said extension of the east line of Maple Street 650.0 ft to an iron pipe; thence N 83° 08' 50" E. 21.30 ft, thence N 49° 09' E 325.97 feet to the center line of Macadam Road, and the true beginning point of the south boundary of the tract to be conveyed; thence N 49° 08' E. 40.39 feet to an iron pipe, thence N 49° 08' E. 114.44 feet to an iron pipe; thence N 49° 08' E. to low water of the Willamette River, together with all riparian rights appertaining to the above described tract.

Excepting therefrom the rights of the public in and to Macadam Road and County Road No. 680, reserving the right of way conveyed by Portland and Willamette Valley R.R. by deed

recorded in Book 95 at page 249 of Deed Records of Multnomah County, Oregon; also excepting those three certain parcels of land conveyed to County of Multnomah by Riverview Cemetery Association by deed dated the 30th day of March, 1925, and recorded in Book 1008 at page 163 of the Deed Records of Multnomah County; also excepting the land now occupied by the Pumping Plant and Pipe Line of Riverview Cemetery Association and reserving the right of ingress and egress to and from said Pumping Plant and Pipe Line for the purposes of operating and maintaining the same, the location of which Pumping Plant and Pipe Line shall be fixed by written agreement within five years of this date;

Together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and also all its estate, right, title and interest, at law and equity, therein and thereto.

TO HAVE AND TO HOLD the same to the said The City of Portland, its successors and assigns forever. Provided, however, that this conveyance is upon the express condition that the premises hereby granted shall be used solely for public park and public recreational purposes. And the said Riverview Cemetery Association does covenant with the said The City of Portland that the said real estate is free from all incumbrances, and that it, will, and its successors shall, warrant and defend the same to the said The City of Portland, its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

AND the said Riverview Cemetery Association in consideration of the payment above acknowledged so made to it does hereby further covenant and agree to and with the

said The City of Portland that so long as the premises above described shall be used for the purposes above described, the said Riverview Cemetery Association will limit the use in the manner and to the extent prescribed below of those certain premises owned by it and situated in close proximity to the premises hereby granted. The premises as to which the use shall be limited are described as follows:

A tract of land situated in Sections 22 and 27 in Township 1 South, Range 1 East, Willamette Meridian, bounded on the east by the west boundary of County Road No. 699 (Macadam Road); on the west by a line parallel to the west boundary of said County Road and 70.00 feet distant westerly therefrom; on the south by the south boundary of the lands of River View Cemetery Association as defined in the granting clause hereof, and on the north by a line described as follows: Beginning at a point in the west side of said County Road 175 ft. northerly from the angle point opposite Road Angle No. 18; thence westerly at right angles to the west side of said County Road 70.00 feet.

The said River View Cemetery Association covenants and agrees that so long as the premises hereby granted shall be used solely for public park and public recreational purposes, no structures or buildings of any kind shall be placed or erected on the premises last above particularly described or on any part thereof without the consent of the said The City of Portland or its successor in title, and that if any part of said premises last above particularly described shall at any time be sold or conveyed by said River View Cemetery Association it will insert in any deed, contract or other instrument of conveyance executed by it

evidencing such sale or conveyance covenants in apt words binding the grantee, grantees and successor or successors in title of said River View Cemetery Association not to place or erect any structure or buildings of any kind thereon without the consent of the said The City of Portland or its successor in title, which covenant shall be in such terms as to be enforceable by the said The City of Portland and its successor in title to the premises hereby conveyed.

IN WITNESS WHEREOF, River View Cemetery Association, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Clerk, and its corporate seal to be hereunto affixed this day of

1926.

in the presence of: RIVER VIEW CEMETERY ASSOCIATION

By President

Attest: Clerk.

STATE OF OREGON

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County of Multnomah

On this day of 1926,
before me appeared G. Henri Labbe and Leslie M. Scott,
both to me personally known, who being duly sworn, did
say: that he, the said G. Henri Labbe, is the President,
and he, the said Leslie M. Scott, is the Clerk of
River View Cemetery Association, the within named cor-
poration, and that the seal affixed to said instrument
is the corporate seal of said corporation, and that the
said instrument was signed and sealed in behalf of said
corporation by authority of its Board of Directors, and
said G. Henri Labbe and Leslie M. Scott acknowledged
said instrument to be the free act and deed of said
corporation.

IN TESTIMONY WHEREOF, I have hereunto set my
hand and affixed my official seal, this, the day and
year first in this, my certificate, written.

Notary Public for Oregon
My commission expires: