

RELEASE

WHEREAS, Merlin G. Morasch and Sallie B. Morasch (Morasch), husband and wife, are the sole owners of real property described in Exhibit A, attached hereto and by reference incorporated herein; and

WHEREAS, the City of Portland has condemned an easement across said property for the location, construction, operation, maintenance, inspection, repair and improvement of a pole line and water pipeline and their necessary appurtenances in connection with the municipal water supply system of the City of Portland, said easement being described in Exhibit B, attached hereto and by reference incorporated herein; and

WHEREAS, during construction of said pipeline excess fill was removed from the Morasch property; and

WHEREAS, Morasch has made a claim against the City for the removal from their property of said excess fill; and

WHEREAS, the parties hereto now desire and agree to fully settle and satisfy any and all disputes between them arising out of the circumstances described above;

NOW, THEREFORE, in consideration of Morasch releasing any and all claims they now have or may have against the City arising out of the circumstances described above, and Morasch providing a fill permit if required, the City of Portland agrees to deliver to Morasch and dump at their direction 5,000 cubic yards of clean, compactible fill material free of peat, humus, mulch, frozen ground, organic matter or other materials detrimental to the construction of an engineered fill, with a maximum particle size of six inches, said fill to be delivered

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within two years from the date hereof, and the City further agrees to give reasonable notice regarding the availability and delivery of said fill, and the City further agrees to provide 5,000 cubic yards of additional fill material as described, provided that the City has suitable material available and that Morasch indicates a need for additional fill material.

THIS RELEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, AND THE TERMS OF THIS RELEASE ARE CONTRACTUAL AND NOT A MERE RECITAL.

Executed on \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_.

\_\_\_\_\_  
Merlin G. Morasch

\_\_\_\_\_  
Sallie B. Morasch

CITY OF PORTLAND

BY \_\_\_\_\_

STATE OF OREGON        )  
                              : ss.  
County of Multnomah    )

\_\_\_\_\_, 198\_\_\_\_\_

Personally appeared the above named Merlin G. Morasch and Sallie B. Morasch who acknowledged the within Release to be their voluntary act and deed.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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STATE OF OREGON            )  
                                  : ss.  
County of Multnomah        )

\_\_\_\_\_, 198 \_\_\_\_

Personally appeared the above named \_\_\_\_\_

\_\_\_\_\_ who is the \_\_\_\_\_

for the City of Portland and acknowledged the within Release to be its  
voluntary act and deed.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

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## EXHIBIT A

TRACT A: A tract of land in the Southeast quarter of Section 24, Township 1 North, Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point on the East line of NE 158th Avenue, North 0° 06' East 222.68 feet from an iron pipe at a point where the Northerly right of way line of O.W.R. & N. Ry. Co., intersects the East line of NE 158th Avenue, said iron pipe being 20 feet East of the West line of the Jesse Fleming D.L.C. in said Section 24; thence North 0° 06' East following the East line of NE 158th Avenue, 402.07 feet to an iron pipe; thence South 89° 54' East 1137.55 feet to an iron pipe; thence South 0° 06' West 402.07 feet; thence West 1137.55 feet to the point of beginning.

EXCEPT that portion in NE 158th Avenue.

TRACT B: A tract of land in the Southeast quarter of Section 24, Township 1 North, Range 2 East of the Willamette Meridian in the County of Multnomah and State of Oregon, described as follows:

Beginning at an iron pipe at a point where the Northerly right of way line of O.W.R. & R. Ry. Co., intersects the East line of NE 158th Avenue, said iron pipe being 20 feet East of the West line of the Jesse Fleming D.L.C. in said Section 24; thence North 0° 06' East following the East line of NE 158th Avenue, 222.68 feet; thence South 89° 54' East 1137.55 feet; thence South 0° 06' West 501.92 feet to an iron pipe on the Northerly line of the O.W.R. & W. Ry. Co. right of way; thence Northwesterly following said right of way line to the place of beginning, Except that portion in NE 158th Avenue, excepting from both Tracts A & B, a tract of land conveyed to Pacific Mutual Life Insurance Company, a California corporation by instrument recorded January 11, 1979 in Book 1322 page 2428, described as follows:

A parcel of land located in the Southeast quarter of Section 24, Township 1 North, Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon and being a part of the Jesse Fleming D.L.C., Said parcel of land being described as follows:

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1 Beginning at the intersection of the Northerly line of the  
2 Oregon-Washington Railroad & Navigation Company right of way  
3 and the Easterly right of way line of NE 158th Avenue, said  
4 point being 30.00 feet Easterly of when measured at right  
5 angles to the Westerly line of said Flemming D.L.C.; thence  
6 North 00° 06' 00" East along the Easterly right of way line  
7 of said NE 158th Avenue, a distance of 325.00 feet; thence  
8 South 81° 31' 51" East, a distance of 702.50 feet; thence  
9 South 14° 00' 02" West a distance of 383.20 feet to a point  
0 on the Northerly right of way of said Oregon-Washington  
1 Railroad and Navigation Company right of way; thence North  
2 75° 59' 58" West along said Northerly right of way line a  
3 distance of 621.15 feet to the point of beginning.

EXHIBIT B  
PERMANENT EASEMENT

A permanent easement for the location, construction, operation, maintenance, inspection, repair and improvement of a pole line and water pipeline and their necessary appurtenances through, over and across the following described real property:

PARCEL 1:

A parcel of land in Section 24, Township 1 North, Range 2 East of the Willamette Meridian, Multnomah County, Oregon, said parcel being a portion of that tract of land conveyed to United Foam Corporation in Book 1183, Page 2385, Multnomah County Deed Records, said parcel more particularly described as follows:

Beginning at a point on the East line of N.E. 158th Avenue, North 0° 06' East 222.68 feet from an iron pipe at a point where the Northerly right-of-way line of O.W.R. & N. Ry. Co. intersects the East line of N.E. 158th Avenue; thence North 0° 06' East following the East line of N.E. 158th Avenue, 402.07 feet to an iron pipe; thence South 89° 54' East along the North line of said United Foam tract 1087.55 feet to a point 50.00 feet West of the East line of said United Foam tract and the True Point of Beginning of the herein described parcel; thence continuing South 89° 54' East 50.00 feet to the Northeast corner of said United Foam tract; thence South 0° 06' West 402.07 feet to the Southeast corner of said United Foam tract; thence North 89° 54' West along the South line of said United Foam tract 50.00 feet; thence North 0° 06' East 402.07 feet to the True Point of Beginning; containing 0.46 acres, more or less.

PARCEL 2:

A parcel of land in Section 24, Township 1 North, Range 2 East of the Willamette Meridian, Multnomah County, Oregon, said parcel being a portion of that tract of land conveyed to United Foam Corporation in Book 1183, Page 2384, Multnomah County Deed Records, said parcel more particularly described as follows:

Beginning at an iron pipe at a point where the Northerly right-of-way line of O.W.R. & N. Ry. Co. intersects the East line of N.E. 158th Avenue; thence North  $0^{\circ} 06'$  East following the East line of N.E. 158th Avenue, 222.68 feet; thence South  $89^{\circ} 54'$  East 1067.55 feet to the True Point of Beginning of the herein described parcel; thence continuing South  $89^{\circ} 54'$  East 70.00 feet to the Northeast corner of said United Foam Corp. tract; thence South  $0^{\circ} 06'$  West 501.92 feet to the Southeast corner of said United Foam Corp. tract; thence Northwesterly along the southerly line of said United Foam Corp. tract to a point lying 70.00 feet westerly at right angles from the East line of said United Foam Co. tract; thence North  $0^{\circ} 06'$  East 486 feet, more or less, to the True Point of Beginning; containing 0.79 acres, more or less.

AV 48672  
\$9,000.00  
3-23-82

ORDINANCE NO. **152874**

An Ordinance authorizing an agreement to provide 5,000 cubic yards of fill material to Tax Lots 34 and 60 in Section 24, T1N, R2E, W.M., Multnomah County, Oregon, owned by Merlin G. and Sallie B. Morasch, and to settle condemnation proceedings for \$9,000.00, authorizing the drawing and delivery of a warrant and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City is acquiring a permanent easement for a water pipeline across a tract of land owned by Merlin G. and Sallie B. Morasch through a condemnation proceeding authorized by Ordinance No. 150496 for the Bureau of Water Works' Groundwater Development Program.
2. The City has constructed a water pipeline across the Morasch property and Morasch has made a claim against the City for the removal of excess fill from their property.
3. That Merlin G. and Sallie B. Morasch need 5,000 cubic yards of fill material to develop their property.
4. The City will have excess fill material from several construction jobs near the Morasch property and will need a disposal site for the excess fill material.
5. That Merlin G. and Sallie B. Morasch agree to release and settle all claims they have against the City if the City agrees to provide 5,000 cubic yards of fill material as described in the Release Agreement attached to the original only hereof, marked Supplement No. 1, and by this reference made a part hereof.
6. A registered real estate appraiser retained by the Bureau of Water Works appraised the permanent easement at \$38,000.00. The date of value for this appraisal was August 28, 1981. Negotiations with the owners, Merlin G. and Sallie B. Morasch, have been conducted with the result that both the owners and the Bureau of Water Works are satisfied with the purchase price of \$40,000.00 for the permanent easement under the terms provided herein.
7. A warrant was issued to the Multnomah County Department of Judicial Administration for \$31,000.00, authorized by Ordinance 150496, for the permanent easement, leaving a balance of \$9,000.00 to be paid to Multnomah County Judicial Administration for the final judgment.



# ORDINANCE No.

8. That Merlin G. and Sallie B. Morasch will obtain a fill permit for 5,000 cubic yards to be placed on their property.
9. This agreement and settlement are recommended by Water Bureau Administration and the Commissioner-in-Charge.

NOW, THEREFORE, the Council directs:

- a. The Commissioner-in-Charge and the Auditor are hereby authorized to execute an agreement, marked Supplement No. 1, with Merlin G. and Sallie B. Morasch for the disposal of 5,000 cubic yards of fill material on the Morasch property for the release of all claims the Morasch's have against the City. The executed release shall be returned to Richard C. Bemis, Attorney-at-Law, 413 Lincoln Building, Benj. Franklin Commons, 9370 S.W. Greenburg Road, Portland, Oregon 97223, for further processing.
- b. The Mayor and the Auditor are hereby authorized to draw and deliver a warrant for \$9,000.00, the balance of the purchase price of the permanent easement, to be made payable to Multnomah County Judicial Administration and to be delivered to Richard C. Bemis, Attorney-at-Law, 413 Lincoln Building, Benj. Franklin Commons, 9370 S.W. Greenburg Road, Portland, Oregon 97223, who will then deliver said warrant to the Multnomah County Department of Judicial Administration in order that a final judgment may be submitted to the Court. The warrant shall be chargeable to the Water Fund, BUC 18600374, Project No. 3700, Object Code 610 (Land).

Section 2. The Council declares that an emergency exists because it is necessary that no undue delay be encountered in establishing a disposal site and having claims against the City released for the purpose of the City's groundwater development program; therefore, this ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, **FEB 24 1982**

Mayor Ivancie  
February 12, 1982  
Mark Lucas:nk  
BUC 18600374

Attest:

  
Auditor of the City of Portland

Calendar No. 439

**ORDINANCE No. 152874**

**Title**

An Ordinance authorizing an agreement to provide 5,000 cubic yards of fill material to Tax Lots 34 and 60 in Section 24, T1N, R2E, W.M., Multnomah County, Oregon, owned by Merlin G. and Sallie B. Morasch, and to settle condemnation proceedings for \$9,000.00, authorizing the drawing and delivery of a warrant and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	/	
LINDBERG	/	
SCHWAB	/	
STRACHAN	/	
IVANCIE	/	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

Filed FEB 19 1982

**GEORGE YERKOVICH**  
Auditor of the CITY OF PORTLAND

By *Gordon Crall*  
Deputy

INTRODUCED BY
MAYOR IVANCIE

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>FSL</i>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: WATER WORKS
Prepared By: Mark Lucas:nk Date: Feb. 12, '82
Budget Impact Review:
<input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Carl Goebel</i> n.
Carl Goebel, Administrator

CALENDAR
Consent <input checked="" type="checkbox"/> Regular

NOTED BY
City Attorney
City Auditor
City Engineer