

(the Grantor)
KNOW ALL MEN BY THESE PRESENTS, That GLEN A. WIDING, /in consideration of the sum
of \$10,000.00 (Ten thousand and no/100) Dollars to him paid by the City of Portland,
(the Grantee)
a municipal corporation of the State of Oregon, /the receipt whereof is hereby
acknowledged, does hereby grant unto said City of Portland, the right to lay down,
construct and perpetually maintain a sewer or sewers, through, under and along

A strip of land in Section 11, T1N, R1W, W.M., City of Portland, County
of Multnomah and State of Oregon being 15.0 feet in width and lying 7.5
feet on each side of the following described line and its northwesterly
and southeasterly extensions:

Beginning at a point on the north line of vacated NW Ferry Street
lying N 53°19'15" E a distance of 13.47 feet from the northeasterly
line of the Burlington Northern, Inc. (Northern Pacific Railway Co.)
60 foot wide right-of-way; said beginning point also being in the
southeasterly line of the herein named grantors' land; thence N 42°42'
51" W 396.04 feet to a manhole; thence N 41°38'53" W 401.11 feet to a
manhole; thence N 40°34'54" W 372.41 feet to a manhole; thence N 40°31'
25" W 328.35 feet to a manhole; thence N 40°29'20" W 429.48 feet to a
manhole; thence N 65°26'28" W 47.61 feet to a point on the northeasterly
right-of-way line of the hereinabove mentioned railroad, and there
terminating.

TO HAVE AND TO HOLD said easement unto the Grantee as long as Grantee shall
continue to make use of and maintain said sewer line or lines.

The foregoing grant and conveyance shall be subject to the following conditions
and Grantee covenants with Grantor as follows:

1. Grantee acknowledges that Grantor shall at all times be able to have full
and unrestricted access to the railroad tracks of the Spokane, Portland & Seattle
Railway adjoining Grantor's entire above-described premises, and that Grantor shall
be able to load or discharge heavy shipments from railroad cars across and over said
easement herein granted. Grantee accepts the risk of placing its said sewer lines at
a sufficient depth in the ground so that Grantor may carry on such activities without
damage to Grantee's said sewer lines, it being the intention of the parties that there
shall be no appurtenances to said sewer lines which shall be above the level of the
ground so as to in any way interfere with Grantor's right to use said easement herein.

2. The construction of said sewer line will necessitate as a part thereof the
excavation of a ditch or trench including the digging of sand, dirt, rock and similar
debris. Grantee shall leave any sewer line ditch excavated by it adequately and
properly capped with sand and dirt to provide for settlement in a manner satisfactory
to the Grantor.

3. Grantee shall in a good and workmanlike manner at its expense promptly
restore Grantor's above-described premises, so far as is practicable, to its then
condition prior to the initial construction of said sewer line or to its then condi-
tion prior to any subsequent repair, reconstruction or removal thereof undertaken by
Grantee. In addition (and not in lieu thereof) Grantee shall pay to Grantor any
damages to Grantor's above-described premises or personal property located thereon
caused by Grantee in the exercise of the rights herein granted. If said damages are
not mutually agreed upon, they shall be ascertained and determined by three disin-
terested persons, one to be appointed by Grantor, one to be appointed by Grantee, and
the third by the two so appointed, and the written award of such three persons shall
be final and conclusive.

4. Grantor reserves and shall have the right of full use and enjoyment of the above-described premises, except as to the rights herein granted, including (without limitation) the right to construct concrete fire-protection walls or an asphalt road or roads on and over the above-described easement, provided however, that no building shall be constructed on said easement without Grantee's written consent, which shall not be unreasonably withheld.

5. Nothing herein shall be construed as a conveyance of any right or title to the surface of the soil along the route of said sewer or of all or any part of the mineral rights underlying the same.

6. Grantee agrees fully to indemnify and save and hold harmless the Grantor from and against any and all liability, or claims of liability, and all expenses incidental to the investigation and defense thereof, which may be asserted against the Grantor on account of, or arising out of, any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property whatsoever, arising out of the exercise by the Grantee of the rights herein granted to it. Grantor shall give the Grantee prompt and reasonable notice of any such claims or actions and Grantee shall have the duty to investigate, compromise and defend the same.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

and grantee

IN WITNESS WHEREOF, the grantor/above named, have hereunto set/their hands and seals

this day of 1973.


GLEN A. WIDING

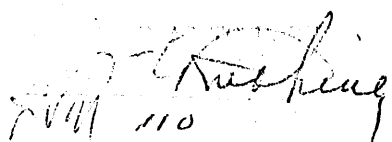
(SEAL)

GRANTOR

CITY OF PORTLAND, a Municipal Corporation

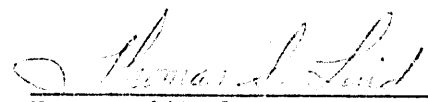
By _____ Mayor

By _____ Commissioner of Public Works


STATE OF OREGON)
)ss.
County of Multnomah)

BE IT REMEMBERED that on this _____ day of _____, 1973, before me personally came the within-named GLEN A. WIDING, who is known to me to be the identical person described in and who executed the above instrument, and who acknowledged that he executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREBY, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public for Oregon

My Commission Expires: May 3, 1974

STATE OF OREGON)
County of Multnomah) ss:

BE IT REMEMBERED, that on this _____ day of _____, 1973, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named NEIL GOLDSCHMIDT and LLOYD E. ANDERSON to me known to be the identical individuals described in and who executed the foregoing instrument and acknowledged to me that they were the Mayor and Commissioner of Public Works of the City of Portland, and acknowledged this instrument freely and voluntarily for the uses and purposes therein expressed pursuant to authority of the City No. _____ passed by the City Council.

WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the year last above written.

Notary Public for Oregon
My commission expires _____

(the Grantor)

KNOW ALL MEN BY THESE PRESENTS, That OREGON ASSET COMPANY, /a corporation duly organized and incorporated under the laws of the State of Oregon, in consideration of the sum of One and no/100 (\$1.00) Dollars, ~~and other good and valuable consideration~~ to it paid by the City of Portland, a municipal corporation of the State of Oregon, /does hereby grant unto said City of Portland, the right ^{to} lay down, construct and perpetually maintain a sewer or sewers, through, under and along

A strip of land in Section 11, T1N, R1W, W.M., City of Portland, County of Multnomah and State of Oregon being 15.0 feet in width and lying 7.5 feet on each side of the following described line and its northwesterly and southeasterly extensions:

Beginning at a point on the north line of vacated NW Ferry Street lying N 53°19'15" E a distance of 13.47 feet from the northeasterly line of the Burlington Northern, Inc. (Northern Pacific Railway Co.) 60 foot wide right-of-way; said beginning point also being in the southeasterly line of the herein named grantors' land; thence N 42°42'51" W 396.04 feet to a manhole; thence N 41°38'53" W 401.11 feet to a manhole; thence N 40°34'54" W 372.41 feet to a manhole; thence N 40°31'25" W 328.35 feet to a manhole; thence N 40°29'20" W 429.48 feet to a manhole; thence N 65°26'28" W 47.61 feet to a point on the northeasterly right-of-way line of the hereinabove mentioned railroad, and there terminating.

TO HAVE AND TO HOLD said easement unto the Grantee as long as Grantee shall continue to make use of and maintain said sewer line or lines.

The foregoing grant and conveyance shall be subject to the following conditions and Grantee covenants with Grantor as follows:

1. Grantee acknowledges that Grantor shall at all times be able to have full and unrestricted access to the railroad tracks of the Spokane, Portland & Seattle Railway adjoining Grantor's entire above-described premises, and that Grantor shall be able to load or discharge heavy shipments from railroad cars across and over said easement herein granted. Grantee accepts the risk of placing its said sewer lines at a sufficient depth in the ground so that Grantor may carry on such activities without damage to Grantee's said sewer lines, it being the intention of the parties that there shall be no appurtenances to said sewer lines which shall be above the level of the ground so as to in any way interfere with Grantor's right to use said easement herein.

2. The construction of said sewer line will necessitate as a part thereof the excavation of a ditch or trench including the digging of sand, dirt, rock and similar debris. Grantee shall leave any sewer line ditch excavated by it adequately and properly capped with sand and dirt to provide for settlement in a manner satisfactory to the Grantor.

3. Grantee shall in a good and workmanlike manner at its expense promptly restore Grantor's above-described premises, so far as is practicable, to its then condition prior to the initial construction of said sewer line or to its then condition prior to any subsequent repair, reconstruction or removal thereof undertaken by Grantee. In addition (and not in lieu thereof) Grantee shall pay to Grantor any damages to Grantor's above-described premises or personal property located thereon caused by Grantee in the exercise of the rights herein granted. If said damages are not mutually agreed upon, they shall be ascertained and determined by three disinterested persons, one to be appointed by Grantor, one to be appointed by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

4. Grantor reserves and shall have the right of full use and enjoyment of the above-described premises, except as to the rights herein granted, including (without limitation) the right to construct concrete fire-protection walls or an asphalt road or roads on and over the above-described easement, provided however, that no building shall be constructed on said easement without Grantee's written consent, which shall not be unreasonably withheld.

5. Nothing herein shall be construed as a conveyance of any right or title to the surface of the soil along the route of said sewer or of all or any part of the mineral rights underlying the same.

6. Grantee agrees fully to indemnify and save and hold harmless the Grantor from and against any and all liability, or claims of liability, and all expenses incidental to the investigation and defense thereof, which may be asserted against the Grantor on account of, or arising out of, any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss to property whatsoever, arising out of the exercise by the Grantee of the rights herein granted to it. Grantor shall give the Grantee prompt and reasonable notice of any such claims or actions and Grantee shall have the duty to investigate, compromise and defend the same.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

as grantor

IN WITNESS WHEREOF OREGON ASSET COMPANY pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its Vice President and Secretary, and its corporate seal to be hereunto affixed this 16th day of January A.D., 1973.

CITY OF PORTLAND, a Municipal Corporation

By _____ Mayor

By _____ Commissioner of Public Works

STATE OF OREGON)
) ss.
County of Multnomah)

On this 16th day of January

Frederick H. Torp

and Milo E. Ormseth, both to me

personally known, who being duly sworn, did say that he, the said Frederick H.

Torp is the Vice President, and he, the

Milo E. Ormseth is the Secretary of the within named Corporation,

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 they and

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 Aug 9 1974

STATE OF OREGON)
) ss:
County of Multnomah)

BE IT REMEMBERED, that on this _____ day of _____, 1973, before me, the undersigned a Notary Public in and for said County and State personally appeared the within named NEIL GOLDSCHMIDT and LLOYD E. ANDERSON to me known to be the identical individuals described in and who executed the foregoing instrument and acknowledged to me that they were the Mayor and Commissioner of Public Works respectively of the City of Portland, and acknowledged this instrument freely and voluntarily for the uses and purposes therein expressed pursuant to authority of Ordinance No. _____ passed by the City Council

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public for Oregon
My commission expires _____

ORDINANCE NO. 136078

An Ordinance authorizing the City to execute and accept two sewer easement agreements covering identically described strips of land in Section 11, T1N, R1W WM, granted by Glen A. Widing and Oregon Asset Company, authorizing payment therefor and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that in order to construct the Linnton-Guilds Lake Sewage Disposal Project - Linnton Interceptor Sewer, Unit 2, Phase II, it is necessary to obtain a sewer easement covering a strip of land in Section 11, T1N, R1W WM, owned by Glen A. Widing, contract purchaser, and Oregon Asset Company, record owner; that the owners have agreed to enter into sewer easement agreements with the City, containing certain conditions found to be reasonable and acceptable and that said sewer easement agreements have been executed by the owners and should now be executed and accepted by the City; now, therefore, the Mayor and Commissioner of Public Works be and are hereby authorized and directed to execute two sewer easement agreements, substantially in accordance with Exhibit A and Exhibit B attached to the original only of this Ordinance and by this reference made a part hereof.

Exhibit A granted by Glen A. Widing, contract purchaser, consideration to be paid for said easement is Ten Thousand and No/100 dollars (\$10,000.00).

Exhibit B granted by Oregon Asset Company, record owner; consideration to be paid for said easement is One dollar (\$1.00).

Section 2. The Mayor and Auditor be and are hereby authorized to draw and deliver a warrant in the sum of Ten thousand and no/100 dollars (\$10,000.00) in favor of Glen A. Widing, said warrant to be delivered to Dennis Lindsay, The Carriage House, 1331 SW Broadway, Portland, Oregon 97201. The Mayor and Auditor are further authorized and directed to draw and deliver a warrant in the sum of One and no/100 dollar (\$1.00) in favor of Oregon Asset Company, said warrant to be delivered to Dennis Lindsay, The Carriage House, 1331 SW Broadway, Portland, Oregon 97201. The warrants authorized herein shall be charged to the Sewage Disposal Fund, Linnton Interceptor Sewer Project, Unit 2, Phase II (6361.765).

Section 3. The City Auditor be and is hereby directed to have the sewer easement agreements described in Section 1 of this Ordinance placed on record.

ORDINANCE No.

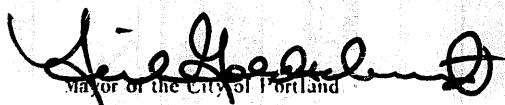
Section 4. Inasmuch as this Ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: To avoid any undue delay in obtaining sewer easements necessary for sewer purposes and to avoid any undue delay in making said easements a matter of record; therefore, an emergency is hereby declared to exist and this Ordinance shall be in force and effect from and after its passage by the Council.

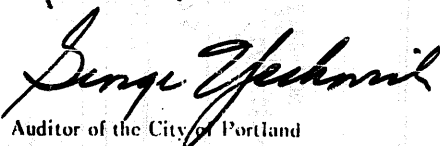
Passed by the Council, FEB 22 1973

Mayor Neil Goldschmidt,
Acting Commissioner of
Public Works

RAM:vo
2-6-73

Attest:


Mayor of the City of Portland


Auditor of the City of Portland

Calendar No. 568

ORDINANCE NO. 136078

Title

An Ordinance authorizing the City to execute and accept two sewer easement agreements covering identically described strips of land in Section 11, T1N, R1W, WM, granted by Glen A. Widling and Oregon Asset Company, authorizing payment therefor and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
Anderson		
Ivanice		
McCready		
Schwab		
Goldschmidt		

FOUR-FIFTHS CALENDAR

Anderson	
Ivanice	
McCready	
Schwab	
Goldschmidt	

INTRODUCED BY

MAYOR NEIL GOLDSCHMIDT, ACTING
COMMISSIONER OF PUBLIC WORKS

DRAWN BY

RAM:vo

Date 2-6-73

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Acting
Works

Ne WTA

City Attorney

NOTED BY THE CITY AUDITOR

MC

APPROVED

Date 2-6-73

By

James L. Apperson
CITY ENGINEER
JAMES L. APPERSON

Date

By

Filed FEB 15 1973

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By *Jordan Cress*
Deputy

136078