

26323

Ordinance No. 26323

An Ordinance accepting agreement of the Oregon Electric Railway Company in the matter of a right of way for the construction of the Vermont Street trunk sewer.

The City of Portland does ordain as follows:

Section 1. That the following agreement, proposed by the Oregon Electric Railway Company, in the matter of a right of way for the construction of the Vermont Street trunk sewer, be and is hereby accepted by the City of Portland:

"THIS AGREEMENT, made this _____ day of October, 1912, by and between OREGON ELECTRIC RAILWAY COMPANY, an Oregon corporation, hereinafter called the "Railway Company" and THE CITY OF PORTLAND, a municipal corporation, hereinafter called the "City," witnesseth:

That the Railway Company, in consideration of the sum of one dollar (\$1.00) to it paid by the City, receipt of which sum is hereby acknowledged, and in further consideration of the covenants and agreements herein contained to be performed by the City, hereby gives and grants unto the City the right and privilege to construct and maintain a twenty-four inch concrete sewer across lot ten (10) of block "B", Subdivision of block twenty-six (26) in Southern Portland, according to the duly recorded plat thereof on file in the records of the county clerk of Multnomah County, State of Oregon, and under the tracks of the Railway Company at Engineer's Station 212/18.4 of said Railway Company's survey, the location of said sewer being more particularly shown in yellow on the blueprint map hereto attached and made a part hereof. Said sewer shall be laid so that the top thereof shall be at least fifty-four feet below the bottom of tie of the Railway Company's track at the point of crossing.

All the work of constructing said sewer shall be carried on and completed at the sole cost and expense of the City, and said work shall be carried on so as not to interfere in any manner with the use of its property for its railway purposes by the Railway Company and in a manner satisfactory to the Chief Engineer of the Railway Company. In the event that the Railway Company shall in-

cur any expense by reason of the construction or maintenance of said sewer, the City agrees to reimburse it for the expense so incurred. It is expressly understood and agreed that nothing herein contained shall relieve the Railway Company from the payment of any assessment that may hereafter be levied by the City against the lands of the Railway Company for the construction of said sewer.

The City shall maintain said sewer where the same crosses said lot ten in a good and safe condition at its sole cost and expense.

The City agrees to save harmless the Railway Company from any and all claims for injury to the person or damage to the property of any and all persons whomsoever by reason of the construction or maintenance of said sewer across said premises.

In the event of a breach by the City of any of the covenants or agreements herein contained to be performed by it, the Railway Company shall have the right to cancel this agreement, and all rights hereby granted upon sixty days written notice: PROVIDED, HOWEVER, that if the City shall during said period of sixty days comply in all respects with the agreement or covenant for the breach of which such notice was given, then this agreement shall continue and remain in full force and effect as if no breach had occurred."

Section 2. That the Auditor of the City of Portland be and is hereby directed to have the agreement set forth in Section 1 of this ordinance placed on record.

Passed the Council, NOV 27 1912

A. L. BARBOR

Auditor of the City of Portland.

Submitted to the Mayor, NOV 29 1912

Approved, Dec 6 1912

A. G. RUSHLIGHT
Mayor.