

EXHIBIT "A"

THIS AGREEMENT, dated December 1, 1948, by and between The City of Portland, a municipal corporation organized under the laws of the State of Oregon, hereinafter called "the City", and Pacific Power & Light Company, a corporation organized under the laws of the State of Maine, hereinafter called "the Company", WITNESSETH:

WHEREAS, the Company is engaged in the transmission, distribution, and sale of electric power and energy to the public in the City of Portland under the terms and conditions of Ordinance No. 86333 of the City, approved by the voters on May 21, 1948; and the Company finds it urgently necessary, in order adequately to supply the public requirements for electric power and energy in the industrial area of the City adjacent to Northwest St. Helens Road, and between said Road and the Willamette River, to construct and maintain a high voltage electric transmission line from a point of connection with the St. Johns - Eugene transmission line of the Bonneville Power Administration to Northwest St. Helens Road, in part across certain property acquired and held by the City for a forest park, and has applied to the City for permission to construct, operate, and maintain such transmission line upon and across said property; and

WHEREAS, because of the location and spread of the area so held by the City for such forest park, it now appears that no other route for such transmission line can be obtained by the Company prior to the date when the completion of such line will be necessary to serve the impending winter power demands of said industrial area; and the City, while unwilling to grant a permanent right of way across said property for such transmission line, recognizes the public necessity for the immediate construction of such line, and is willing to permit the construction, operation, and maintenance thereof for the limited term herein specified, and upon and subject to the considerations, conditions, and restrictions hereinafter set forth;

NOW, THEREFORE, the City and the Company have mutually agreed as follows:

(1) The City hereby authorizes and permits the Company to construct, operate, and maintain an electric transmission line upon and across the areas of the forest

park property owned by the City in Sections 13, 14, and 24, Township 1 North, Range 1 West of the Willamette Meridian, which will be traversed by two sections of said transmission line, the center line of each of which is described as follows:

- (a) Beginning at a point on the west line of said Section 14 which is 11.3 feet north of the quarter corner common to said Sections 14 and 15; thence north $87^{\circ} 51'$ east 2876.5 feet; thence south $41^{\circ} 06' 30''$ east 293.3 feet more or less to a point on the north line of the northwest quarter of the southeast quarter of said Section 14 which is east 340 feet, more or less, from the northwest corner of said northwest quarter of the southeast quarter of said Section 14;
- (b) Beginning at a point on the south line of Government Lot Two (2) of said Section 14 which is 1250 feet, more or less, west of the southeast corner of said Lot 2; thence south $41^{\circ} 06' 30''$ east 1300 feet, more or less, to an angle point on said transmission line; thence south $63^{\circ} 20' 30''$ east 1255.4 feet; thence north $56^{\circ} 32' 30''$ east 2724.4 feet; thence north $71^{\circ} 03' 30''$ east 22 feet, more or less, to the westerly boundary line of Northwest Saltzman Road.

(2) Said transmission line shall be constructed, and shall at all times be operated and maintained, in accordance with good engineering practice, and with all standards prescribed by the State of Oregon and the City of Portland applicable thereto; it shall consist of standard H-type two or three wood pole structures, cross-arms, conductors, guy wires, anchors, and other necessary appurtenances; and the conductors of said line shall at all times be maintained at a minimum distance of thirty-five (35) feet above the surface of the ground over which said conductors are to be suspended; and the Company shall have free access and egress over other property of the City in said park area for purposes of conducting, operating, and maintaining said line, doing no damage to City property thereby.

(3) The space occupied by said transmission line and its appurtenances shall not exceed a width of twenty

(20) feet on each side of the center line thereof, except where it may be necessary, in the interests of safe and proper construction, to install and maintain guy wires, anchors, or other supports beyond said twenty (20) feet, and except that the Company may cut down and remove trees on City property outside of said forty (40) feet to eliminate otherwise threatened hazards of their falling across said line.

(4) As one of the considerations for the granting of this permit, the Company agrees, at its own cost and expense, to clear and keep clear from brush or other growth the ground surface of the forest park area on each side of the center line of said transmission line, as a fire break or for other fire protection of the park area, at such locations and of such width, up to a maximum of fifty (50) feet on each side of said center line, as may from time to time be requested by the City Commissioner having jurisdiction over said park areas, or so much thereof as the width of City-owned property at any particular point may permit; and all brush, limbs, trees, or other materials so cleared by the Company shall be burned or otherwise disposed of by it in such manner as will eliminate fire hazard therefrom or unsightly appearance by reason thereof.

(5) If in the judgment of the City Commissioner having jurisdiction over said forest park areas, the appearance of the park areas traversed by said transmission line will be improved by applying a coating of green or other colored paint to the poles and crossarms of said transmission line, and the Company shall be requested so to paint said structures, the Company at its own expense will so paint such poles and crossarms as early as weather conditions in the year 1949 may make it practicable to undertake such work.

(6) The Company will at all times indemnify and save harmless the City, and its officers and employees, against and from any loss, expense, injury, damage, or claim of loss, by reason of any casualty or accident to person or property attributable to the construction, operation, or maintenance of said transmission line, or to any neglect or failure of the Company, its employees or agents, to construct, operate, and maintain said transmission line or any part thereof in a safe condition.

(7) The authority and permission hereby granted shall continue for the period of five years beginning December 1, 1948, and from year to year after the expiration of said five-year period (each such year beginning on December 1) until and unless terminated by notice given by the City, pursuant to prior action by the City Council, at least twelve months prior to December 1, 1953, or to December 1 of any succeeding year; but upon the giving of such notice, the authority and permission hereby granted shall terminate on the date specified in such notice, and the Company shall be required to remove its said transmission line, and all the fixtures and appurtenances thereof, from said park area of the City prior to such date of expiration, leaving the premises formerly occupied thereby in a clean, safe, and orderly condition insofar as concerns the structures or equipment of said transmission line, or any excavations made in said park area to accommodate said structures or equipment; provided, however, that the City shall have the right at any time, before or after said December 1, 1953, by action of the City Council after notice to the Company and opportunity to be heard thereon, to terminate said authority and permission, and to require such removal by the Company, in the event of a failure by the Company, on demand of the City, to comply with any of the terms, conditions, or restrictions set forth in this agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their respective proper officers, thereunto duly authorized, as of the day and year first above written.

THE CITY OF PORTLAND

Attest:

By _____
Mayor

Auditor

By _____
Commissioner of Finance

PACIFIC POWER & LIGHT COMPANY

Attest:

By _____
President

Secretary

ORDINANCE No. 88344

An Ordinance authorizing the execution of a contract with the Pacific Power & Light Company providing for the erection and maintenance of a transmission line through Forest-Park, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. It appearing to the Council that it is urgently necessary for the Pacific Power & Light Company to supply more adequately the public requirements for electric power and energy in the industrial area of the city adjacent to N. W. St. Helens Road and between said road and the Willamette River, and that the only feasible method of getting such an adequate supply of power to such area under the emergency conditions existing is to construct and maintain a high voltage electric transmission line from a point of connection with the St. Johns - Eugene transmission line of the Bonneville Power Administration to N. W. St. Helens Road, and that such line must cross certain property acquired and held by the City for and designated as Forest-Park, and it further appearing to the Council that no other route for said transmission line may be obtained by the company within the time necessary for the completion of such line; now, therefore, the Mayor and Commissioner of Finance hereby are authorized on behalf of the City of Portland to execute such a contract in the form attached hereto marked "Exhibit A", and by this reference 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: In order that the construction of said line may immediately proceed and be prosecuted to completion so that the power shortage shall not continue to exist in said industrial area; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, DEC 9 1948

Earl King
Mayor of the City of Portland

Attest:

Will Gibson
Auditor of the City of Portland

ORDINANCE No. 88314

Title

An Ordinance authorizing the execution of a contract with the Pacific Power & Light Company providing for the erection and maintenance of a transmission line through ~~Forest Park~~, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Bowes		
Cooper	/	
Lee	/	
Peterson	/	
Riley	/	

FOUR-FIFTHS CALENDAR	
Bowes	
Cooper	
Lee	
Peterson	
Riley	

Filed DEC 10 1948

Will Gibson.
Auditor of the CITY OF PORTLAND

By W. V. COFF
Deputy

INTRODUCED BY
Commissioner Peterson

DRAWN BY
VHL; fmb
Date December 7, 1948

NOTED BY THE COMMISSIONER

Affairs
Finance
Safety
Utilities
Works

City Attorney VHL

NOTED FOR CITY AUDITOR
RSI

APPROVED

Date _____

By _____
Chief Civil Engineer

Date _____

By _____
City Engineer