

## EXHIBIT "A"

## A G R E E M E N T

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1953, by and between the CITY OF PORTLAND, State of Oregon, hereinafter called the "City", and SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation, hereinafter called the "Railway Company",

## W I T N E S S E T H:

The City has taken steps to have constructed and to operate and maintain a sewer line upon the right of way and under main tracks and spur tracks of the railway Company as hereinafter described; now, therefore,

IT IS MUTUALLY AGREED by and between the parties as follows:

The Railway Company grants to the City an easement to have constructed and to operate and maintain a sewer line as a part of its sewer system running through the property of the railway Company covered by said easement, being described as follows:

All Spokane, Portland and Seattle Railway right of way included in the following descriptions:

Four parcels of land situated in the Southeast and Southwest Quarters of Section 28, Township 1 North, Range 1 East, Willamette Meridian, Multnomah County, Oregon, said parcels being 10.0 feet in width lying 5.0 feet on each side of the following described center line, when measured at right angles thereto:

PARCEL I: Beginning at the southeast corner of Block 28 in Watson's Addition to the City of Portland; thence northerly along the east line of said Block 28, a distance of 35.65 feet to the true point of beginning for this description; thence north  $45^{\circ}50'$  west a distance of 229.96 feet to a point on the north line of said Block 28 and said point being 39.15 feet easterly from northwest corner of said Block 28; thence continuing north  $45^{\circ}50'$  west a distance of 141.75 feet to a point on the east line of Block 29 in Watson's Addition and said point being 41.32 feet northerly from southeast corner of said Block 29; thence continuing north  $45^{\circ}50'$  west a distance of 222.03 feet to a point on the north line of said Block 29 and said point 44.70 feet easterly of northwest corner of said Block 29; thence continuing north  $45^{\circ}50'$  west a distance of 63.91 feet to a point on the prolongation of the westerly line of said Block 29 and being 45.67 feet

northerly from the northwest corner of Block 29; thence continuing north  $45^{\circ}50'$  west a distance of 85.79 feet to a point on the east line of Block 1 in Sherlock's Addition to the City of Portland and said point being 46.98 feet northerly from southeast corner of said Block 1; thence north  $48^{\circ}42'$  west a distance of 225.43 feet to a point on the north line of said Block 1 and said point being 34.46 feet easterly of the northwest corner of said Block 1; thence continuing north  $48^{\circ}42'$  west a distance of 47.5 feet, more or less; thence north  $57^{\circ}58' 30''$  west a distance of 71.0 feet to a point on the east line of Block 12 in Sherlock's Addition to the City of Portland and said point being 11.07 feet northerly of the southeast corner of said Block 12; thence continuing north  $57^{\circ}58' 30''$  west a distance of 162.6 feet; thence north  $40^{\circ}02'$  west a distance of 100.5 feet to a point on the west line of said Block 12 and said point being 5.82 feet southerly from the northwest corner of said Block 12; thence north  $48^{\circ}42'$  west a distance of 96.96 feet to a point on the south line of Block 14 in Sherlock's Addition to the City of Portland and said point being 11.2 feet westerly of the southeast corner of said Block 14; thence continuing north  $48^{\circ}42'$  west a distance of 257.10 feet to a point on the west line of said Block 14 and said point being 174.52 feet northerly from the southwest corner of said Block 14; thence continuing north  $48^{\circ}42'$  west a distance of 81.72 feet to a point on the east line of Block 15, in Sherlock's Addition to the City of Portland and said point being 70.01 feet southerly from the northeast corner of said Block 15; thence north  $43^{\circ}58' 30''$  west a distance of 95.0 feet to a point on the north line of said Block 15 and said point being 64.21 feet westerly from northeast corner of said Block 15; thence continuing north  $43^{\circ}58' 30''$  west a distance of 81.41 feet to a point on the south line of Block 27 in Sherlock's Addition to the City of Portland and said point being 80.76 feet easterly of the southwest corner of said Block 27; thence continuing north  $43^{\circ}58' 30''$  west a distance of 118.49 feet to a point on the west line of said Block 27 and said point being 88.06 feet northerly of the southwest corner of said Block 27 and this point being the end of this description for Parcel No. 1

PARCEL II: Beginning at the northwest corner of Block 28 in Watson's Addition to the City of Portland; thence northerly along the prolongation of the west line of said Block 28 a distance of 18.0 feet to the true point of beginning for this description; thence continuing northerly on said line a distance of 22.0 feet.

PARCEL III: Beginning at the northwest corner of Block 1 in Sherlock's Addition to the City of Portland; thence easterly along north line of said Block 1 a distance of 58.0 feet; thence northerly and at right angles to said north line a distance of 26.0 feet to the true point of beginning for this description; thence northwesterly a distance of 58.0 feet, more or less, to a point on the northerly prolongation of the west line of said Block 1 and at which point center line of Parcel No. 1 also intersects said line.

PARCEL IV: Beginning at the northeast corner of Block 11 in Sherlock's Addition to the City of Portland; thence northerly along the prolongation of the east line of said Block 11 a distance of 32.53 feet; thence easterly and at right angles to said line a distance of 19.0 feet; more or less, to the true point of beginning for this description; thence north  $41^{\circ}18'$  east a distance of 80.0 feet, more or less

As consideration for the granting of such easement by the Railway company the City agrees that the construction of such sewer line and the operation and maintenance thereof shall be in accordance with adequate plans and specifications and that the Railway Company shall not be obliged to incur any expense whatever in connection with the work to be done by the City, whether by a contractor or otherwise, and the City shall indemnify and hold harmless the Railway Company from any and all claims or damages to persons or property growing out of the work to be done for its account or by it in the construction of such sewer and in the operation and maintenance thereof. The City agrees to assume the cost of any damage to the railway facilities due to the construction or maintenance of the proposed sewer.

The Railway Company reserves the right to construct tracks and buildings over and across the proposed sewer and the City will assume all cost of strengthening or detouring the said sewer if it is required by the construction of additional railway tracks or buildings or maintenance of railway facilities.

The design, construction and adequacy of any structure or structures supporting tracks or other railway facilities over trench excavation shall be subject to the approval of the Chief Engineer of the Railway Company and any and all changes to be made by the City in the design, construction or adequacy thereof may be designated in writing by the Chief Engineer of the Railway Company.

In the event that any inspectors, flagmen or other protective devices may be reasonably required by the Railway

Company to protect railroad traffic during the progress of the work contemplated under this easement the cost thereof shall be paid by the City to the Railway Company upon the rendition of bills covering the same.

The work of constructing such sewer and the operation and maintenance thereof shall be carried on in a workmanlike manner and with the minimum of interference with traffic on the railroad.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed the day and year herein first above written, the City acting pursuant to Ordinance No. \_\_\_\_\_.

CITY OF PORTLAND

By \_\_\_\_\_  
Mayor of the City of Portland

By \_\_\_\_\_  
Commissioner of Public Works

SPOKANE, PORTLAND AND SEATTLE RAILWAY  
COMPANY

By \_\_\_\_\_  
Vice President

Attest

\_\_\_\_\_  
Secretary

STATE OF OREGON            ) ss.  
County of Multnomah    )

On this \_\_\_ day of July, 1953, before me, a Notary Public in and for said County and State, appeared J.C. Moore and C.F. Thomas, to me personally known, who being duly sworn, did say that he, the said J.C. Moore is the Vice President, and he, the said C.F. Thomas is the Secretary of Spokane, Portland and Seattle Railway Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed in behalf of said corporation.

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

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

STATE OF OREGON            )  
County of Multnomah    ) ss.

BE IT REMEMBERED, That on this \_\_\_\_\_ day of July, A.D., 1953, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being first duly and severally sworn, did say that he, the said \_\_\_\_\_ is the Mayor of the City of Portland, and he, the said \_\_\_\_\_, is the Commissioner of Public Works of the City of Portland, the municipal corporation which executed the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said City and that said instrument was signed and sealed in behalf of said municipal corporation by authority of Ordinance No. \_\_\_\_\_ passed by the Council of said City on the \_\_\_ day of \_\_\_\_\_, 1953, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said the City of Portland.

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

\_\_\_\_\_  
Notary Public for Oregon

My commission expires \_\_\_\_\_

## ORDINANCE No. 98871

An Ordinance authorizing the execution of an agreement with Spokane, Portland and Seattle Railway Company granting an easement to the City for sewer purposes in Section 28, T1N, R1E, W.M., and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. The Council finds that the City of Portland desires to obtain for sewer purposes in connection with the sewage disposal project an easement across four strips 10 feet in width in the southeast quarter and southwest quarter of Section 28, T1N, R1E, W.M. in the County of Multnomah, State of Oregon; that said property is owned by the Spokane, Portland and Seattle Railway Company, which is willing to grant said easement upon the execution of an agreement incorporating certain terms and conditions which terms and conditions are reasonable under the circumstances and should be accepted by the City; now, therefore, the Mayor and Commissioner of Public Works hereby are authorized and directed to enter into and execute an agreement with the Spokane, Portland and Seattle Railway Company, substantially in accordance with the form of agreement attached hereto, marked Exhibit "A" and by reference hereby made a part of this ordinance, maps to be attached only to the originals of said agreement to be executed by the parties.

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 there may be no unnecessary delay in obtaining the required easement as the contract for the construction of said sewer has already been awarded; 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, JUL 29 1953

*Fred L. Peterson*

Mayor of the City of Portland

*Will Gibson*

Attest:

Auditor of the City of Portland

Calendar No. 4117

ORDINANCE No. 98871

Title

An Ordinance authorizing the execution of an agreement with Spokane, Portland and Seattle Railway Company granting an easement to the City for sewer purposes in Section 28. T1N R1E, W.M., and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Bean	/	
Boody	/	
Bowes	/	
Earl	/	
Peterson	/	

FOUR-FIFTHS CALENDAR	
Bean	
Boody	
Bowes	
Earl	
Peterson	

INTRODUCED BY

Commissioner Bowes

DRAWN BY

FJ:gn

Date 7/22/53

NOTED BY THE COMMISSIONER

Affairs

Finance

Safety

Utilities

Works WAB

City Attorney AGB

NOTED FOR CITY AUDITOR

RSI

JHL

APPROVED

Date 7-22-53

By LG Apperson

City Engineer

Date

By

Filed JUL 24 1953

Will Gibson  
Auditor of the CITY OF PORTLAND

By R. S. IVEY  
Deputy