

EXHIBIT "A"

PIPELINE AGREEMENT
Portland, OR
PLD 303-0-3.601
(8401)

THIS AGREEMENT is made and entered into as of the _____ day of _____, 19____, by and between OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY, and its Lessee UNION PACIFIC RAILROAD COMPANY, a Utah corporation, (herein called "Licensor"), and the CITY OF PORTLAND, an Oregon municipal corporation (herein called "Licensee").

RECITALS:

The Licensee desires to install an underground sewer pipeline (herein called "Pipeline") in N. E. Columbia Boulevard on the Licensor's Kenton Line right of way at Portland, Oregon, in the location shown by yellow line on print dated December 19, 1983, attached hereto, marked Exhibit "A", and by this reference made a part hereof.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

Section 1. LICENSOR GRANTS RIGHT.

(a) In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee, subject to the terms and conditions herein stated, the right to construct and thereafter, during the term hereof, to maintain and operate the Pipeline in the location shown and in conformity with the dimensions and specifications indicated on Exhibit "A".

(b) The foregoing grant is subject to the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication or other wire lines, pipelines and other facilities upon, along or across any or all parts of the Licensor's property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(c) The foregoing grant is also subject to all outstanding superior rights (including those in favor of Licensees, Lessees of said property, and others) and the right of the Licensor to renew and extend the same,

and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with the Union Pacific Railroad Company's Common Standard Specification 1029 adopted November, 1949, and all amendments thereof and supplements thereto, which, by this reference, hereby is made a part hereof, except as may be modified and approved by the Chief Engineer of the Licensor. In the event said specification conflicts in any detail with the requirements of any Federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects said specification shall apply. This agreement is made subject to all such laws or regulations.

(b) All work performed on said property in connection with the construction, maintenance, repair, renewal, modification, reconstruction, or removal of the Pipeline shall be done under the supervision of and to the satisfaction of the Licensor.

(c) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensor, the Licensee shall submit to the Licensor, plans setting out the method and manner of handling the work and shall not proceed with the work until such plans have been approved by the Chief Engineer of the Licensor, and then only under the supervision of said Chief Engineer or his authorized representative. Said plans shall show shoring and cribbing required to protect the Licensor's operations. The Licensor shall have the right, if it so elects, to provide such support, flagmen or other protection as it may deem necessary for the safety of its said track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline; and in the event the Licensor provides such support, flagmen or other protection, the Licensee shall pay to the Licensor, within fifteen (15) days after bills have been rendered therefor, all expense incurred by the Licensor in connection therewith, which said expense shall include all assignable costs, plus

ten percent (10%) to cover elements of expense not capable of exact ascertainment.

(d) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK. The Licensee shall notify the Licenser at least forty-eight (48) hours in advance of the commencement of any work upon said right of way in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE. The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licenser in connection therewith for supervision or inspection, or otherwise.

Section 5. RELOCATION OR REMOVAL OF PIPELINE.

(a) The license herein granted is subject to the needs and requirements of the Licenser in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, move all or any portion of the Pipeline to such new location or (unless the Pipeline extends entirely across the property of the Licenser) remove the Pipeline from said property, as the Licenser may designate, whenever, in the furtherance of such needs and requirements, the Licenser shall find such action necessary.

(b) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on said property in the location(s) hereinbefore described, shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. PIPELINE NOT TO INTERFERE WITH LICENSOR'S OPERATION. The Pipeline and all parts thereof within and outside of the limits of the right of way and premises of the Licenser shall be constructed and, at all times, maintained, repaired,

renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. CLAIMS AND LIENS FOR LABOR AND MATERIAL AND TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon said property of the Licensor in connection with the construction, maintenance, repair, renewal, reconstruction, or removal of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against said property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee; and the Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon said property, and so that the taxes, charges and assessments levied upon or in respect to said property of the Licensor shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon said property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee, but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon said property as compared with the entire value of said property.

Section 8. RESTORATION OF LICENSOR'S PROPERTY.
In the event the Licensee shall take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then and in that event, the Licensee

shall, as soon as possible and at the Licensee's sole expense, restore such fence and/or such other property to the same condition as it was in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 9. LIABILITY. Insofar as it lawfully may do so, the Licensee shall indemnify and hold harmless the Licensor, and other railroad companies which use the property of the Licensor, their officers, agents and employees, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of persons whomsoever, or against and from damage to or loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Licensor and such other railroad companies or property in their care or custody), when such injury, death, loss, destruction or damage grows out of or arises from the bursting of or leaks in the Pipeline, or in any other way whatsoever is due to, or arises because of, the existence of the Pipeline or the construction, operation, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline or any part thereof, or to the contents therein or therefrom; and the Licensee does hereby release the Licensor, the Licensor's officers, agents and employees, from all liability for damages on account of damage to the Pipeline from any cause.

Section 10. TERMINATION. Should the Pipeline be permitted to be in bad order or condition, then the Licensor may repair or contract for the repair of said Pipeline and the Licensor's property or facilities at the cost and expense of the Licensee; and the Licensee shall pay or reimburse the Licensor for all costs and charges incurred or necessitated by such repair. Said action may be taken by the Licensor without prejudice to or impairment of any right of action for damages or otherwise which the Licensor may have against the Licensee. In the event the Licensee fails to pay or

reimburse the Licensor for any such costs or charges within sixty (60) days following receipt of bill or bills therefor, the Licensor may terminate this agreement. In the event of termination of this agreement howsoever, the Licensee shall be without recourse or redress of any character against the Licensor by reason thereof, and such termination shall not prejudice or impair any right of action for damages or otherwise which the Licensor may have against the Licensee.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT. Within ninety (90) days after the termination of this agreement howsoever, the Licensee shall, at the Licensee's sole expense, remove the Pipeline from those portions of said property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, said portions of said property to as good condition as they were in at the time of the construction of the Pipeline; and if the Licensee fails so to do, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipeline located underneath said roadbed and track or tracks and restore said roadbed to as good condition as it was in at the time of construction of the Pipeline, or it may permit the Licensee to do such work of removal and restoration under the supervision of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of said roadbed and right of way as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH. The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any subsequent breach thereof.

Section 13. AGREEMENT NOT TO BE ASSIGNED. The Licensee shall not assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that

any transfer or assignment or attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this agreement.

Section 14. LIABILITY INSURANCE; CONTRACTORS.

(a) Before construction of the said Pipeline is begun, the Licensee, without expense to the Licensor, shall require each of the Licensee's contractors to furnish and deliver to the Licensor a public liability and property damage insurance policy or policies in favor of the Licensor; and the Licensee, without expense to the Licensor, at all times during the progress of and until final completion of the project, shall cause such policy or policies to remain in full force and effect.

(b) Said insurance shall provide for a maximum limit of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total maximum limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of bodily injuries to or death of more than one person in any one occurrence. Said insurance shall provide for a maximum limit of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of damage to or destruction of property in any one occurrence, and, subject to that limit, a total (or aggregate) maximum limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of damage to or destruction of property during the period of construction.


(c) Each such insurance policy shall be issued by a reliable insurer satisfactory to the Licensor and authorized to do business in the state in which the Pipeline is located, and each such policy shall be in form and substance satisfactory to the Licensor. The original or one true and complete copy of said policy or policies shall be delivered to and remain in the possession of the Licensor.

Section 15. EFFECTIVE DATE; TERM. This agreement shall take effect as of the date first herein written, and shall continue in full force and effect until terminated as herein provided.

Section 16. SUCCESSORS AND ASSIGNS. Subject to the provisions of Section 13 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, in duplicate, as of the day and year first hereinabove written.

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY
UNION PACIFIC RAILROAD COMPANY

By 
General Manager

CITY OF PORTLAND


Attest: (Seal)

Title: By _____
Title:

Pursuant to Resolution
No. _____
passed _____

CITY OF PORTLAND

By _____
City Auditor

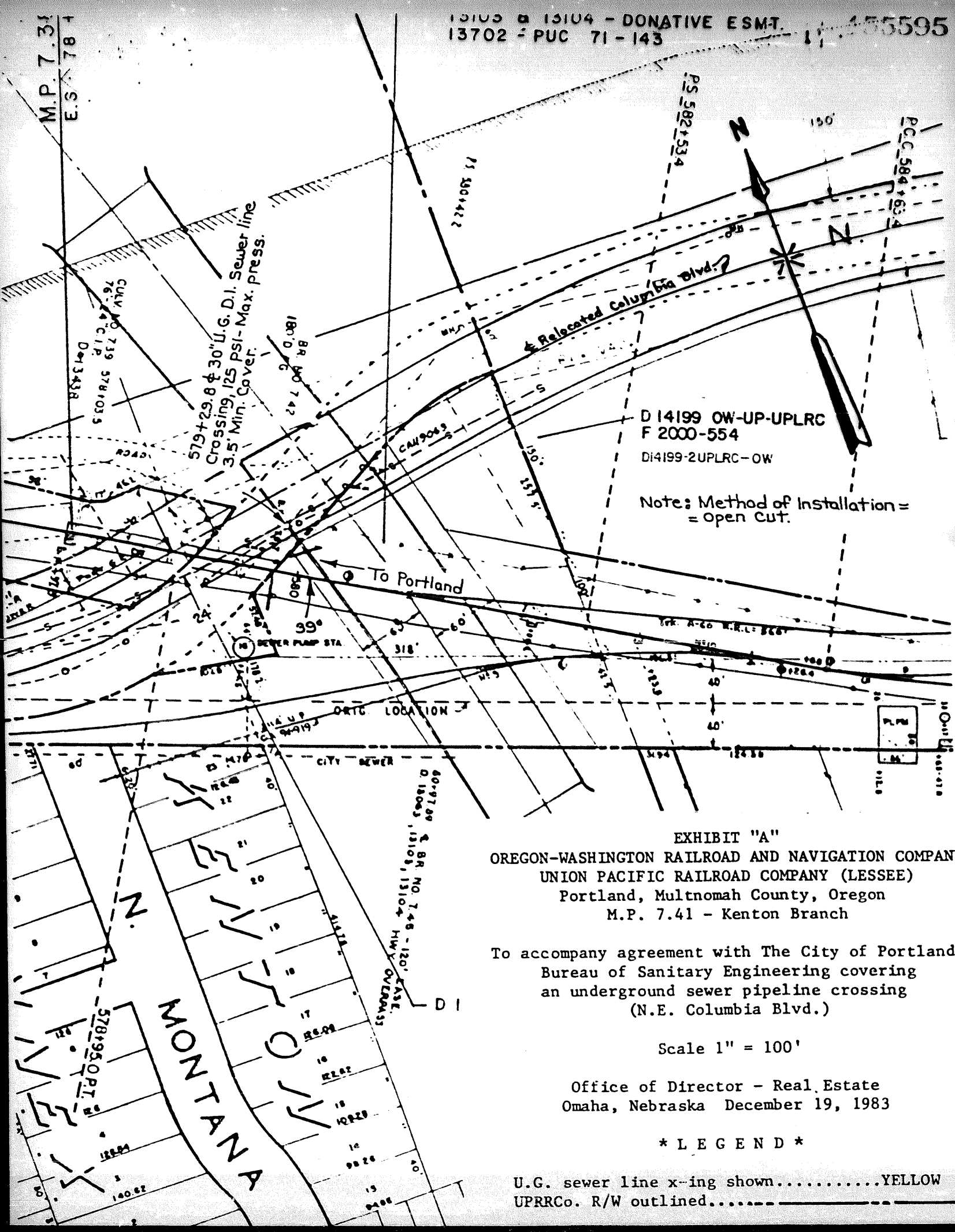
APPROVED AS TO FORM
APPROVED AS TO FORM:

CITY ATTORNEY

CITY ATTORNEY

APPROVED:

CITY ENGINEER

M.P. 7.31
E.S. 784



D 14199 OW-UP-UPLRC
F 2000-554
D14199-2UPLRC-OW

Note: Method of Installation =
= open cut.

EXHIBIT "A"
OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPAN
UNION PACIFIC RAILROAD COMPANY (LESSEE)
Portland, Multnomah County, Oregon
M.P. 7.41 - Kenton Branch

To accompany agreement with The City of Portland
Bureau of Sanitary Engineering covering
an underground sewer pipeline crossing
(N.E. Columbia Blvd.)

Scale 1" = 100'

Office of Director - Real Estate
Omaha, Nebraska December 19, 1983

* L E G E N D *

U.G. sewer line x-ing shown.....YELLOW
UPRRCo. R/W outlined.....

PIPELINE AGREEMENT
Portland, OR
PLD 303-0-3.599
(8401)

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RECITALS:

The Licensee desires to install an underground sewer pipeline (herein called "Pipeline") in N. E. 60th Avenue on the Licensor's Kenton Line right of way at Portland, Oregon, in the location shown by yellow line on print dated December 14, 1983, attached hereto, marked Exhibit "A", and by this reference made a part hereof.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

Section 1. LICENSOR GRANTS RIGHT.

(a) In consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee, subject to the terms and conditions herein stated, the right to construct and thereafter, during the term hereof, to maintain and operate the Pipeline in the location shown and in conformity with the dimensions and specifications indicated on Exhibit "A".

(b) The foregoing grant is subject to the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication or other wire lines, pipelines and other facilities upon, along or across any or all parts of the Licensor's property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

(c) The foregoing grant is also subject to all outstanding superior rights (including those in favor of Licensees, Lessees of said property, and others) and

the right of the Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) The Pipeline shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with the Union Pacific Railroad Company's Common Standard Specification 1029 adopted November, 1949, and all amendments thereof and supplements thereto, which, by this reference, hereby is made a part hereof, except as may be modified and approved by the Chief Engineer of the Licensors. In the event said specification conflicts in any detail with the requirements of any Federal, state or municipal law or regulation, such requirements shall govern on all points of conflict, but in all other respects said specification shall apply. This agreement is made subject to all such laws or regulations.

(b) All work performed on said property in connection with the construction, maintenance, repair, renewal, modification, reconstruction, or removal of the Pipeline shall be done under the supervision of and to the satisfaction of the Licensors.

(c) Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline where it passes underneath the roadbed and track or tracks of the Licensors, the Licensee shall submit to the Licensors, plans setting out the method and manner of handling the work and shall not proceed with the work until such plans have been approved by the Chief Engineer of the Licensors, and then only under the supervision of said Chief Engineer or his authorized representative. Said plans shall show shoring and cribbing required to protect the Licensors's operations. The Licensors shall have the right, if it so elects, to provide such support, flagmen or other protection as it may deem necessary for the safety of its said track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline; and in the event the Licensors provides such support, flagmen or other protection, the Licensee shall pay to the Licensors, within fifteen (15) days after bills have been rendered therefor, all expense incurred by the Licensors in connection therewith, which

said expense shall include all assignable costs, plus ten percent (10%) to cover elements of expense not capable of exact ascertainment.

(d) The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

Section 3. NOTICE OF COMMENCEMENT OF WORK. The Licensee shall notify the Licensor at least forty-eight (48) hours in advance of the commencement of any work upon said right of way in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE. The Licensee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision or inspection, or otherwise.

Section 5. RELOCATION OR REMOVAL OF PIPELINE.

(a) The license herein granted is subject to the needs and requirements of the Licensor in the operation of its railroad and in the improvement and use of its property, and the Licensee shall, at the sole expense of the Licensee, move all or any portion of the Pipeline to such new location or (unless the Pipeline extends entirely across the property of the Licensor) remove the Pipeline from said property, as the Licensor may designate, whenever, in the furtherance of such needs and requirements, the Licensor shall find such action necessary.

(b) All the terms, conditions and stipulations herein expressed with reference to the Pipeline on said property in the location(s) hereinbefore described, shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. PIPELINE NOT TO INTERFERE WITH LICENSOR'S OPERATION. The Pipeline and all parts thereof within and outside of the limits of the right of way and premises of the Licensor shall be

constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor, and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

Section 7. CLAIMS AND LIENS FOR LABOR AND MATERIAL AND TAXES.

(a) The Licensee shall fully pay for all materials joined or affixed to and labor performed upon said property of the Licensor in connection with the construction, maintenance, repair, renewal, reconstruction, or removal of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against said property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee; and the Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished.

(b) The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon said property, and so that the taxes, charges and assessments levied upon or in respect to said property of the Licensor shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon said property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee, but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon said property as compared with the entire value of said property.

Section 8. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee shall take down any fence of the Licensor or in any manner move or disturb any of the other property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of

the Pipeline, then and in that event, the Licensee shall, as soon as possible and at the Licensee's sole expense, restore such fence and/or such other property to the same condition as it was in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the taking down of any fence or the moving or disturbance of any other property of the Licensor.

Section 9. LIABILITY. Insofar as it lawfully may do so, the Licensee shall indemnify and hold harmless the Licensor, and other railroad companies which use the property of the Licensor, their officers, agents and employees, against and from any and all liability, loss, damage, claims, demands, costs and expenses of whatsoever nature, including court costs and attorney's fees, which may result from injury to or death of persons whomsoever, or against and from damage to or loss or destruction of property whatsoever (including damage to the roadbed, tracks, equipment or other property of the Licensor and such other railroad companies or property in their care or custody), when such injury, death, loss, destruction or damage grows out of or arises from the bursting of or leaks in the Pipeline, or in any other way whatsoever is due to, or arises because of, the existence of the Pipeline or the construction, operation, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline or any part thereof, or to the contents therein or therefrom; and the Licensee does hereby release the Licensor, the Licensor's officers, agents and employees, from all liability for damages on account of damage to the Pipeline from any cause.

Section 10. TERMINATION. Should the Pipeline be permitted to be in bad order or condition, then the Licensor may repair or contract for the repair of said Pipeline and the Licensor's property or facilities at the cost and expense of the Licensee; and the Licensee shall pay or reimburse the Licensor for all costs and charges incurred or necessitated by such repair. Said action may be taken by the Licensor without prejudice to or impairment of any right of action for damages or otherwise which the Licensor may have against the

Licensee. In the event the Licensee fails to pay or reimburse the Licensor for any such costs or charges within sixty (60) days following receipt of bill or bills therefor, the Licensor may terminate this agreement. In the event of termination of this agreement howsoever, the Licensee shall be without recourse or redress of any character against the Licensor by reason thereof, and such termination shall not prejudice or impair any right of action for damages or otherwise which the Licensor may have against the Licensee.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT. Within ninety (90) days after the termination of this agreement howsoever, the Licensee shall, at the Licensee's sole expense, remove the Pipeline from those portions of said property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, said portions of said property to as good condition as they were in at the time of the construction of the Pipeline; and if the Licensee fails so to do, the Licensor may do such work of removal and restoration at the cost and expense of the Licensee. The Licensor may, at its option, upon such termination, at the entire cost and expense of the Licensee, remove the portions of the Pipeline located underneath said roadbed and track or tracks and restore said roadbed to as good condition as it was in at the time of construction of the Pipeline, or it may permit the Licensee to do such work of removal and restoration under the supervision of the Licensor. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of said roadbed and right of way as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH. The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any subsequent breach thereof.

Section 13. AGREEMENT NOT TO BE ASSIGNED. The Licensee shall not assign this agreement, in whole or in part, or any rights herein granted, without the

written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this agreement.

Section 14. LIABILITY INSURANCE; CONTRACTORS.

(a) Before construction of the said Pipeline is begun, the Licensee, without expense to the Licensor, shall require each of the Licensee's contractors to furnish and deliver to the Licensor a public liability and property damage insurance policy or policies in favor of the Licensor; and the Licensee, without expense to the Licensor, at all times during the progress of and until final completion of the project, shall cause such policy or policies to remain in full force and effect.

(b) Said insurance shall provide for a maximum limit of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of bodily injuries to or death of one person, and, subject to that limit for each person, a total maximum limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of bodily injuries to or death of more than one person in any one occurrence. Said insurance shall provide for a maximum limit of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of damage to or destruction of property in any one occurrence, and, subject to that limit, a total (or aggregate) maximum limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of damage to or destruction of property during the period of construction.

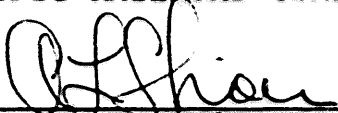
(c) Each such insurance policy shall be issued by a reliable insurer satisfactory to the Licensor and authorized to do business in the state in which the Pipeline is located, and each such policy shall be in form and substance satisfactory to the Licensor. The original or one true and complete copy of said policy or policies shall be delivered to and remain in the possession of the Licensor.

Section 15. EFFECTIVE DATE; TERM. This agreement shall take effect as of the date first herein written, and shall continue in full force and effect until terminated as herein provided.

Section 16. SUCCESSORS AND ASSIGNS. Subject to the provisions of Section 13 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, in duplicate, as of the day and year first hereinabove written.

OREGON-WASHINGTON RAILROAD &
NAVIGATION COMPANY
UNION PACIFIC RAILROAD COMPANY

By 
General Manager

Attest: (Seal)

CITY OF PORTLAND

Title:

By _____
Title:

Pursuant to Resolution
No. _____
passed _____

CITY OF PORTLAND

APPROVED AS TO FORM

By _____
City Auditor

APPROVED AS TO FORM: 


CITY ATTORNEY

CITY ATTORNEY

APPROVED:

CITY ENGINEER

155595

N

E. Line Sec. 18, T.1N, R.2E

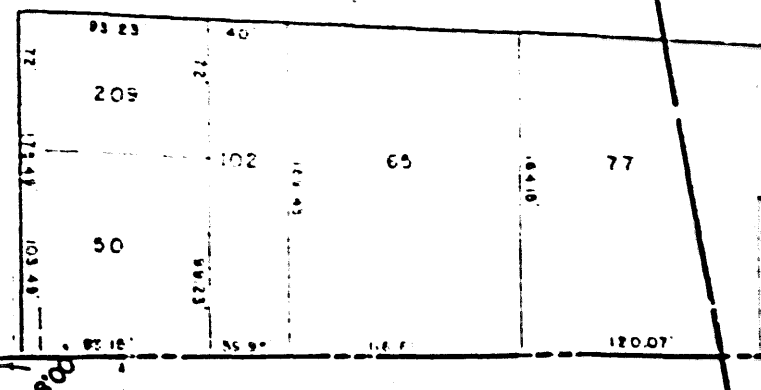
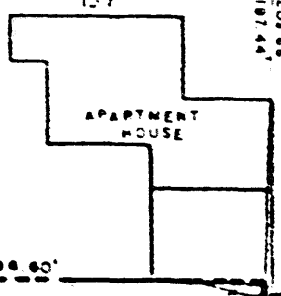
West Face of East Dockwall + 25.0
 CAAC-48 & US Comm. Cable Xing 790115
 BR NO. 11.39 2-15 0 1-20 Spans

East Face of West Dockwall + 71.2
 28.0 End Fence + 64.5

31' Lt. Angle in Fence + 25.0
 37' Lt. Fence + 0.0
 58.2 Lt. F.F. Bridge + 75.1

BOULEVARD

N.E. 60 TH.



To Portland



D 9580

1576 Power Pole 49.9 ft
 1430 Fence Cor 49.9 ft
 1422 Fence Cor 41.0 ft
 1847 Cor Bldg 49.5 ft

1930 E Motor Cor Setoff ft

789+86.4 ± 30" U.G. D.I. sewer line crossing, 125 psi Max. press. Min. 15' from & 3.5' Min. Cover of pile bent of Br

Note: method of installation = open cut.

EXHIBIT "A"
 OREGON WASHINGTON RAILROAD AND NAVIGATION COMPANY
 UNION PACIFIC RAILROAD COMPANY (LESSEE)
 Portland, Multnomah County, Oregon
 M.P. 11.40 - Kenton Branch

To accompany agreement with The City of Portland, Bureau of Sanitary Engineering covering an underground sewer pipeline crossing (N.E. 60th Ave.)

Scale 1" = 100'

Office of Director - Real Estate
 Omaha, Nebraska December 14, 1983

* L E G E N D *

U.G. sewer line x-ing shown.....YELLOW
 RRCo. R/W outlined.....

ORDINANCE NO. 155595

An Ordinance authorizing the City to enter into two Pipeline Agreements with the Oregon-Washington Railroad and Navigation Company and Union Pacific Railroad Company, granting the City the right to construct, maintain and operate an underground sewer pipeline along, through and across the Railroad's Kenton Line right-of-way at NE 60th Avenue and at NE Columbia Boulevard, in connection with the Inverness Sanitary Sewer Project, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Bureau of Environmental Services has designed and Council has authorized construction of the Inverness Sanitary Sewer Project.
2. The sewer line, as designed, will cross through the Oregon-Washington Railroad and Navigation Company's railroad right-of-way at NE 60th Avenue and at NE Columbia Boulevard west of the Interstate-5 Freeway.
3. Oregon-Washington Railroad and Navigation Company and its lessee, Union Pacific Railroad Company, have offered to enter into two agreements with the City allowing the sewer pipeline to be routed along, through and across its right-of-way, under certain conditions which are acceptable to the Commissioner of Public Works, and that such agreements should now be authorized.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Works and Auditor are authorized to execute and deliver to:

Union Pacific Railroad Company
Attn: John F. Weisser, Jr.
1515 SW Fifth Avenue Suite 400
Portland, Oregon 97201

an executed duplicate original of each agreement approved as to form by the City Attorney, covering the construction, maintenance and operation of a sewer pipeline along, through and across the right-of-way of the Railroad, said agreements to be substantially in accordance with Exhibit A and Exhibit B, attached to this Ordinance, and by this reference made a part hereof.

ORDINANCE No.

- b. The Auditor is authorized to record the completed agreements in the Multnomah County Deed Records.

Section 2. The Council declares that an emergency exists, because a delay in entering into the Pipeline Agreements might cause delays in construction; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **FEB 15 1984**

Commissioner Mike Lindberg
Paul L. Niles:PR:mmc
January 27, 1984

Jewel Lansing
Auditor of the City of Portland
By

Edna Cervera Deputy

Calendar No. 302

ORDINANCE No. 155595

Title

An Ordinance authorizing the City to enter into two Pipeline Agreements with the Oregon-Washington Railroad and Navigation Company and Union Pacific Railroad Company, granting the City the right to construct, maintain and operate an underground sewer pipeline along, through and across the Railroad's Kenton Line right-of-way at NE 60th Avenue and at NE Columbia Boulevard, in connection with the Inverness Sanitary Sewer Project, and declaring an emergency.

Filed **FEB 9 1984**

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By Dennis Nelson
Deputy

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

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY	
Commissioner Mike Lindberg	
NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration	
Safety	
Utilities	
Works <i>2/7/84</i>	
BUREAU APPROVAL	
Bureau: Environmental Services	
Prepared By: <i>P.L.N.</i>	Date:
Paul L. Niles:PR:mmc 1-17-84	
Budget Impact Review:	
<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Not required	
Bureau Head: <i>John Lansing</i>	
John Lansing, Administrator	
CALENDAR	
Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
NOTED BY	
City Attorney	
City Auditor	
City Engineer Approved: Richard O. Schmidt, P.E.	
By: <i>R.O. Schmidt</i>	