

## RIVERGATE WATER FACILITY AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1973, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called "City," and THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called "Port."

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

WHEREAS, the City has agreed with the Port to supply water to the area known as the Rivergate Industrial District; and

WHEREAS, the Port desires to increase and improve the water supply to meet the fire protection needs of the Rivergate Industrial District, and the City is willing to assist the Port for this purpose;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. The Port agrees to contract and pay for the construction of the one and one-half million gallon ground storage water reservoir with a booster pumping station, hereinafter referred to as "Water Facility," to be constructed on a parcel of land located in the County of Multnomah, State of Oregon, outside the boundaries of the City of Portland, and described as: A parcel of land located in Section 23 T. 2 N., R. 1 W., W.M., Multnomah County, Oregon, described as follows:

Beginning at the westerly corner of Block 11 Rivergate Industrial District Blocks 9 through 11 recorded 4-27-73 in Book 1203, Page 103, Multnomah County Deed Records, said point being on the southeasterly line of tract "F" and on the northeasterly R/W line of North Simmons Road and being the True Point of Beginning; thence S. 42° 00' E., 230.00 feet, thence N. 48° 00' E., 149.00 feet; thence N. 42° 00' W., 105.00 feet, thence N. 3° 00' E., 19.44 feet, thence N. 48° 00' E., 32.25 feet, thence N. 42° 00' W., 81.54 feet to a point on a curve; thence along the arc of a non-tangent curve to the left having a radius of 295.86

and a central angle of  $20^{\circ} 49' 11''$ , 107.51 feet to a point which bears S.  $64^{\circ} 08' 05''$  W., 106.92 feet from the last described point, said point being on the southerly line of tract "F"; thence S.  $48^{\circ} 00'$  W. along the southerly line of said tract 92.29 feet to the True Point of Beginning, containing 0.879 acre.

2. The parties hereto agree that the design of said water facility shall be subject to the review and approval of the Bureau of Water Works of the City prior to the commencement of construction.
3. The Port agrees to convey to the City the above described land including improvements thereon by deed in the form attached hereto and incorporated herein as Exhibit A upon completion of the water facility in operational condition.
4. The above described land shall be used solely for the purpose of operating or maintaining the water facility.
5. The City agrees to operate and maintain the water facility as a part of the City's water supply system and to supply water thereto.
6. The Port agrees to pay monthly to the City the actual cost of the operation and maintenance of the water facility including the water used for water quality and ground maintenance at rates established by the City for outside City water users.
7. The aforesaid monthly payments shall cease to be an obligation of the Port at such time as the water facility becomes a part of a loop supply system, an alternate storage supply facility is completed which is equivalent in function to the water facility or upon annexation to the City of the above described land whichever occurs first.
8. Both parties contemplate that the real property scribed herein revert to the Port at such time as the water facility ceases to be used as a water reservoir by the City. The reversion upon this condition is provided for in Exhibit A attached hereto.
9. In addition to the covenants herein contained, the Port agrees to abide by and be bound by the terms and provisions of the water regulations of the City

of Portland, Oregon, as they apply to water districts outside the City, as they presently exist or may hereafter be amended by the Council of the City of Portland during the term of this agreement.

10. It is agreed that this agreement contemplates the passing of title to real property, by deed and that this agreement shall not be merged therein but shall remain in full force and effect.

IN WITNESS WHEREOF, The Port of Portland and the City of Portland by and through their duly authorized officials have subscribed their names the day and year first written above.

CITY OF PORTLAND

By \_\_\_\_\_  
Mayor

Approved as to form:

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

\_\_\_\_\_  
City Attorney

THE PORT OF PORTLAND

By \_\_\_\_\_  
Executive Director

Approved as to form:

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
of Counsel for The Port of Portland

## DEED

THE PORT OF PORTLAND, a municipal corporation of the State of Oregon conveys to the City of Portland, a municipal corporation of the State of Oregon, all that real property located in Section 23 T. 2 N., R. 1 W., W.M., Multnomah County, Oregon, described as follows:

Beginning at the westerly corner of Block 11 Rivergate Industrial District Blocks 9 through 11 recorded 4-27-73 in book 1203, page 103, Multnomah County Deed Records, said point being on the southeasterly line of tract "F" and on the northeasterly R/W line of North Simmons Road and being the True Point of Beginning; thence S.  $42^{\circ} 00'$  E., 230.00 feet, thence N.  $48^{\circ} 00'$  E., 149.00 feet; thence N.  $42^{\circ} 00'$  W., 105.00 feet, thence N.  $3^{\circ} 00'$  E., 19.44 feet, thence N.  $48^{\circ} 00'$  E., 32.25 feet, thence N.  $42^{\circ} 00'$  W., 81.54 feet to a point on a curve; thence along the arc of a non-tangent curve to the left having a radius of 295.86 feet and a central angle of  $20^{\circ} 49' 11''$ , 107.51 feet to a point which bears S.  $64^{\circ} 08' 05''$  W., 106.92 feet from the last described point, said point being on the southerly line of tract "F"; thence S.  $48^{\circ} 00'$  W. along the southerly line of said tract 92.29 feet to the True Point of Beginning, containing 0.879 acre.

The Port of Portland reserves an easement of ingress and egress over and upon the above described real property including the right to park one automobile at a reasonable location on said property.

This conveyance is made to Grantee for as long as the property is used as a water reservoir by Grantee and if said property ceases to be so used, the property reverts to Grantor, its assigns or successors interest.

The true and actual consideration for this transfer is the giving of certain promises.

IN WITNESS WHEREOF, THE PORT OF PORTLAND has caused this deed to be signed by its authorized officials and its seal to be affixed this \_\_\_\_ day of \_\_\_\_\_, 1973.

\_\_\_\_\_  
President

\_\_\_\_\_  
Assistant Secretary

APPROVED AS TO FORM

*Betty J. Casper*  
of Counsel for The Port of Portland

STATE OF OREGON        )  
                              ) SS  
COUNTY OF MULTNOMAH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1973, before me appeared \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_, who, being duly  
sworn, did say that he, \_\_\_\_\_, is the President and  
he/she, \_\_\_\_\_, is the Assistant Secretary of the  
within named The Port of Portland, a municipal corporation, that the seal to  
the within instrument is the corporate seal of said municipapl corporation, and  
that said instrument was signed and sealed by authority of its Board of  
Commissioners, and \_\_\_\_\_ and \_\_\_\_\_  
acknowledged this to the the free act and deed of said municipal corporation.

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

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires:

## ORDINANCE No. 137414

An Ordinance authorizing a contract with the Port of Portland, providing for the construction and subsequent conveyance by the Port to the City of a water storage tank to be operated and maintained by the City, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that the City has agreed to supply water to the Rivergate Industrial District; that in order to increase the water supply to said district the Port of Portland has agreed to construct and convey to the City a water storage tank located on Port property in the Rivergate Industrial District, which shall be operated by the City at the expense of the Port; that this agreement has been recommended by the Bureau of Water Works, and approved by the Commissioner in Charge; now, therefore, the Mayor and Commissioner of Public Works are hereby authorized to enter into a contract with the Port of Portland providing for the construction of a water storage tank in the Rivergate Industrial District by the Port to be conveyed to the City and operated by the City at Port expense, said agreement to be substantially in accordance with Exhibit "1" attached to the original only hereof, 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 terms and conditions of this contract as described above may be accomplished without unnecessary delay; 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, OCT 31 1973

Commissioner Anderson  
October 11, 1973  
RCI/fg

Attest:

Auditor of the City of Portland

Calendar No. 3359

# ORDINANCE No. 157411

## THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
Anderson	1	
Ivancie	1	
McCreedy		
Schwab	1	
Goldschmidt	1	

FOUR-FIFTHS CALENDAR	
Anderson	
Ivancie	
McCreedy	
Schwab	
Goldschmidt	

## Title

An Ordinance authorizing a contract with the Port of Portland, providing for the construction and subsequent conveyance by the Port to the City of a water storage tank to be operated and maintained by the City, and declaring an emergency.

Filed **OCT 26 1973**

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By *Harold C. Hall*  
Deputy

INTRODUCED BY

Commissioner Anderson

DRAWN BY

RCI/fg

Date October 11, 1973

NOTED BY THE COMMISSIONER

Alfairs

Finance and  
Administration

Safety

Utilities

Works

City Attorney

NOTED BY THE CITY AUDITOR

APPROVED

Date

By

City Engineer

Date

By