

An Ordinance authorizing the Mayor and Auditor to accept ~~a conveyance, executed by the Portland Railway, Light and Power~~ Company to the City of Portland, for the use of ground upon which to construct a Fire Engine House, dated June 2, 1911, and which conveyance gives the City of Portland the right, at its election, to purchase said land, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1: That the Mayor and Auditor be and they are hereby authorized to accept a conveyance, executed by the Portland Railway Light and Power Company to the City of Portland, for the use of ground upon which to construct a Fire Engine House, dated June 2, 1911, and which conveyance gives the City of Portland the right, at its election, to purchase said land; said conveyance being in form as follows:

"TO THE MAYOR AND COUNCIL OF THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON:

The Portland Railway Light and Power Company, a corporation organized under the laws of the State of Oregon, in consideration of the payments, covenants and agreements hereinafter mentioned to be paid, kept and performed by the City of Portland, hereby offers and agrees to permit the said City of Portland to occupy for the period of twenty-five (25) years from the date hereof, for fire house purposes only, all of the following described real property situated in the County of Multnomah and State of Oregon, to-wit:

Beginning at a point where the southwesterly side line of

Durham Avenue intersects the northerly side line of Dekum Avenue in Woodlawn, within the corporate limits of the City of Portland, Oregon, thence north eighty-nine (89°) degrees fifty-four (54') minutes west tracing the northerly side line of Dekum Avenue Two Hundred Six and Three-tenths (206.3) feet to a point; thence north forty-nine (49°) degrees forty-eight (48') minutes east a distance of One Hundred Fifty-Four and Three hundredths (154.03) feet to a point in the southwesterly side line of Durham Avenue; thence south forty-one (41°) degrees thirty-five (35) minutes east tracing the southwesterly side line of Durham Avenue, One Hundred Thirty-three and four-tenths (133.4) feet to the place of beginning, containing Ten Thousand, Two Hundred -twenty-six and Six tenths (10276.6) square feet.

Providing, however, that said City of Portland shall, during all of said period of time, observe the following conditions, to-wit:

First: Said City of Portland shall pay therefor the sum of One (\$1.00) Dollar.

Second: The said premises shall be used for fire house purposes only.

Third: The said City of Portland shall, during said above period of time, assume and pay the assessments, taxes and other charges that may hereafter be levied and assessed against said premises.

Fourth: Said City of Portland will not permit said premises or any portion thereof to be used or occupied by any other person without the written consent of said Portland Railway, Light and Power Company first had and obtained.

Fifth: All buildings placed by said City of Portland upon said premises shall be removed by it within thirty (30) days after the termination of said period or any sooner termination thereof, otherwise said buildings to become the property of

said Portland Railway Light and Power Company.

The said City of Portland is hereby granted the right, privilege and option of purchasing said premises aforesaid, the said Portland Railway Light and Power Company to furnish good marketable fuel thereto, at any time during said above mentioned period, subject, however, to the observance of the conditions herein expressed, for a cash price to be agreed upon between the said Portland Railway Light and Power Company and said City of Portland.

In case said Portland Railway Light and Power Company and said City of Portland are unable to agree upon the cash price to be paid in the event said option for the purchase of said aforesaid premises is exercised, said cash price shall be determined by arbitration, each of the parties appointing one arbitrator, and the two arbitrators thus chosen to select a third. The decision of said arbitrators, or a majority thereof, shall be final and binding upon both parties.

At the expiration of said above mentioned period or upon any sooner termination thereof, said City of Portland shall quit and deliver up said premises to said Portland Railway Light and Power Company or to those having its estate therein, peacefully and quietly.

This offer is upon the further condition that if the said City of Portland or its legal representatives shall neglect or fail to do or perform and observe any or either of the covenants or conditions hereinabove expressed which on its part are to be performed, then and in either of the said cases the said Portland Railway Light and Power Company or those having its estate in the said premises lawfully and immediately or at any time thereafter and while said neglect or default,

continued, and, without further notice or demand, may terminate this agreement and enter into and upon said premises or any part thereof, in the name of the whole, and repossess the same as of its former estate and expel the said City of Portland or those claiming under it, and remove their effects, forcibly if necessary, without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for preventing breach of covenants or conditions.

This offer, if accepted, shall be binding upon the successors and assigns of the Portland Railway Light and Power Company, and upon the local representatives and successors of the said City of Portland.

IN WITNESS WHEREOF, said Portland Railway Light and Power Company has caused its corporate name to be hereunto subscribed by its Vice President, and to be sealed by its corporate seal and attested by its Assistant Secretary, this second day of June, 1911.

Witnesses:	PORTLAND RAILWAY LIGHT AND POWER COMPANY
M. B. Grenfell	BY: F. I. Fuller
J. Currie	Vice President
	(Corporate Seal)

ATTEST: C. H. Huggins,
Assistant Secretary

Pursuant to resolution duly adopted by the Council the above offer is hereby accepted this _____ day of June, 1911.

CITY OF PORTLAND

BY: _____ Mayor

ATTEST: _____