

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF PORTLAND, a municipal corporation of the State of Oregon, in consideration of One Dollar (\$1.00) and other valuable consideration to it paid by THE NORTHERN PACIFIC TERMINAL COMPANY OF OREGON, an Oregon corporation, does hereby remise, release and forever quitclaim unto the said The Northern Pacific Terminal Company of Oregon, its successors and assigns, all right, title and interest in and to the following described real property, with the tenements, hereditaments and appurtenances, particularly any right, license or privilege it may have to construct, maintain and use a drainage ditch or ditches or other sewer or drainage facilities upon and across said real property, situate in the County of Multnomah, State of Oregon, bounded and described as follows, to-wit:

A piece or parcel of land situate in the Levi C. Potter Donation Land Claim in Section Nineteen (19), Township One (1) North, Range One (1) East of the Willamette Meridian in Multnomah County, Oregon, described as follows to-wit:

Beginning at the most westerly southwest corner of the Peter Guild Donation Land Claim on the line between Sections Twenty-nine (29) and Thirty (30), said township and range;

thence northerly along the line between Sections Twenty-nine (29) and Thirty (30), Nineteen (19) and Twenty (20), said township and range, a distance of two thousand two hundred forty and thirty-six hundredths (2240.36) feet;

thence North twenty-nine degrees and forty-seven minutes West (N. 29°47' W) along a line which forms an angle of twenty-nine degrees and fifty-two minutes (29°52') from north to northwest with the last above described line, a distance of eighty-one (81) feet to the most northerly corner of that certain tract of land heretofore conveyed to the Portland Terminal Investment Company, predecessor of the Grantor herein, by the Porter Industrial Company by that certain deed dated November 20, 1922, recorded in Book 1111, Page 199, Deed Records of said Multnomah County, said point also being the most northerly corner of that certain piece or parcel of land heretofore conveyed to the Grantee herein by the Grantor herein by that certain deed dated March 8, 1944, recorded in Book 830, Page 464, Deed Records of said County;

thence South no degrees and five minutes West (S. 0°05' W.) along the easterly line of said tract

of land heretofore conveyed to said Portland Terminal Investment Company, which is parallel with and forty and twenty-six hundredths (40.26) feet distant westerly, measured at right angles, from the line between said Sections Nineteen (19) and Twenty (20) a distance of seven hundred and three hundredths (700.03) feet to the true point of beginning of this description, said point also being the most southerly corner of that certain piece or parcel of land heretofore conveyed to the Grantee herein by said deed dated March 8, 1944;

thence continuing South no degrees and five minutes West (S. 0°05' W.) along the easterly line of said tract of land heretofore conveyed to said Portland Terminal Investment Company a distance of two hundred forty and forty hundredths (240.40) feet to a point on the northeasterly line of N.W. Yeon Avenue;

thence North fifty-nine degrees, fifty minutes and ten seconds West (N. 59°50' 10" W.) along said northeasterly line of N.W. Yeon Avenue, a distance of four hundred seventy and forty-eight hundredths (470.48) feet to the northwesterly line of said tract of land heretofore conveyed to said Portland Terminal Investment Company;

thence North thirty degrees and three minutes East (N. 30°03' E.) along the northwesterly line of said tract of land heretofore conveyed to said Portland Terminal Investment Company by said deed dated November 20, 1922, a distance of two hundred fifty-three and eleven hundredths (253.11) feet to the most westerly corner of said piece or parcel of land heretofore conveyed to the Grantee herein by said deed dated March 8, 1944;

thence South fifty-two degrees and thirty minutes East (S. 52°30' E.) along the southwesterly line of said piece or parcel of land conveyed to the Grantee herein by said deed dated March 8, 1944, a distance of three hundred fifty-two and seventy-three hundredths (352.73) feet to the true point of beginning of this description, County of Multnomah, State of Oregon.

TO HAVE AND TO HOLD the same unto the said The Northern Pacific Terminal Company of Oregon, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed these presents by and through its proper officers thereunto duly authorized by

Ordinance No. _____ passed by the City Council on the
 _____ day of _____, 195____, on this _____ day of
 _____, 1954.

CITY OF PORTLAND

By _____
 Mayor

By _____
 Commissioner of Public Works

Attest:

 City Auditor

STATE OF OREGON) ss.
 County of Multnomah)

BE IT REMEMBERED, That on this _____ day of _____
 1954, before me, the undersigned, a Notary Public in and for
 said County and State, personally appeared FRED L. PETERSON
 and WILLIAM A. BOWES to me personally known, who being first
 duly and severally sworn, did say that he, the said FRED L.
 PETERSON, is the Mayor of the City of Portland, and he, the
 said WILLIAM A. BOWES, 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 on behalf of said
 municipal corporation by authority of Ordinance No. _____
 passed by the Council of said City on the _____ day of
 _____, 195____, and said FRED L. PETERSON and WILLIAM A.
 BOWES acknowledged said instrument to be the free act and deed
 of said 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 _____

SEWER EASEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1953, by and between THE NORTHERN PACIFIC TERMINAL COMPANY OF OREGON, an Oregon corporation, hereinafter called "Railroad " and the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called "City",

W I T N E S S E T H:

RECITALS:

City desires to construct, maintain and operate a storm sewer line, part pipe and part ditch (hereinafter called "sewer line"), upon premises of the railroad as hereinafter described, and the railroad is willing to grant such permission upon and subject to the terms, provisions and conditions hereinafter stated;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Railroad does hereby grant to the City, subject to each and all of the terms, provisions, conditions and covenants hereinafter contained, a license, permit and easement to construct and thereafter to maintain, repair, renew and use sewer line as illustrated on map dated April 9, 1953, hereto attached, marked "Exhibit A" and by reference made a part of this agreement, upon, along, across and below the surface of the following described real property of railroad in the City of Portland, County of Multnomah, State of Oregon:

A strip of land 10.0 feet in width, being 5.0 feet on either side of the following described center line, situated in the Levi C. Potter Donation Land Claim in Section 19, Township 1 North, Range 1 East of the Willamette Meridian;

Beginning at a point on the north line of N.W. Yeon Avenue, 283.43 feet northwesterly of the East line of Section 19, Township 1 North, Range 1 East of the Willamette Meridian, when measured along the said north line of N.W. Yeon Avenue; thence N. 30°03' E. a distance of 91.7 feet to an angle point; thence N. 51°03' E. a distance of 115.9 feet to a point in the center of the existing drainage ditch; thence northeasterly along the center line of said existing ditch to a point at the intersection with the boundary of those certain premises conveyed to The Northern Pacific Terminal Company of Oregon by deed dated June 25, 1945 and recorded July 6, 1945, in Book 947, on page 157, Deed Records of Multnomah County, which point is the end of this description.

Also:

A strip of land 10.0 feet in width, being 5.0 feet on either side of the following described center line, situated in the Levi C. Potter Donation Land Claim, in Section 19, Township 1 North, Range 1 East of the Willamette Meridian, in the corporate limits of the City of Portland, County of Multnomah and State of Oregon:

Beginning at a point on the north line of N.W. Yeon Avenue, 233.33 feet northwesterly of the east line of Section 19, Township 1 North, Range 1 East of the Willamette Meridian, when measured along the said north line of N.W. Yeon Avenue; thence N. 27°36' E. a distance of 218.0 feet to a point on the northerly boundary of those certain premises conveyed to The Northern Pacific Terminal Company of Oregon by deed dated June 25, 1945 and recorded July 6, 1945 in Book 947 on page 157, Deed Records of Multnomah County, which point is the end of this description.

Said strips of land are shown outlined in red on the map attached hereto, labeled "Exhibit A", dated April 9, 1953 and hereby made a part hereof.

2. Construction, operation and maintenance of said sewer line shall be entirely at City's expense and in accordance with adequate plans and specifications. No construction or reconstruction shall be commenced until railroad has approved the design and specifications thereof. Railroad shall not be obliged to incur any expense whatever in connection with the work to be done by City, whether by a contractor or otherwise.

3. The design, construction and adequacy of any structure supporting tracks over trench excavations shall be subject to the approval of the Railroad.

4. The work of constructing said sewer line and the operation and maintenance thereof shall be carried on in a workmanlike manner, without suspension of Railroad traffic on tracks on said premises, and with a minimum of interference to Railroad's operations. In constructing and maintaining said sewer line, City shall not suffer or permit debris to foul the ballast or roadbed or property of Railroad, and, if such debris is cast thereon, City shall immediately remove same at its own expense.

5. The above-described premises shall be used by the City solely for the purposes aforesaid and not otherwise. The Railroad Company by this agreement neither grants nor intends to grant any greater estate or right than that hereinbefore expressly described, to wit: a license, permit and easement for the purposes aforesaid.

6. The rights hereby granted shall be and are subject and subordinate to the paramount use of the Railroad Company's property for railroad purposes and industrial purposes. The Railroad reserves the right to use said property for said purposes and all purposes not inconsistent with the license and permission hereby granted, including the right to change, alter and add to their present facilities; provided, however, that the Railroad shall construct no building directly above said sewer facilities without first obtaining the written consent of the City Engineer. It is understood that no such written consent shall be required for tracks, switches and appurtenances thereto or other structures which will not interfere with the accessibility to said sewer facilities for maintenance, repair or replacement.

7. So far as it lawfully may do so, the City shall protect, indemnify and save and hold harmless the Railroad and any other person, firm or corporation at any time lawfully occupying or using Railroad's property or facilities, hereinafter called indemnitees, and each of them, from and against any and all loss, cost, damage, expense and liability by reason of injury to or death of any persons whomsoever (including officers, agents and employees of the indemnitees, or damage to or destruction of any property whatsoever (including property of or in the custody of indemnitees, directly or indirectly caused by or in any manner resulting from any act or omission of the City or of its contractors, subcontractors, agents, servants or employees in the construction or maintenance, repair, renewal or use of said sewer facilities. The City hereby assumes the risk of exercising the rights granted by this agreement, and does hereby release the railroad from any and all liability for damages on account of injury to said sewer facilities or any part thereof from any cause whatsoever.

8. Upon completion of said sewer facilities the City, at its own expense and without expense whatsoever to the railroad, shall and will maintain, repair and renew said sewer facilities, so that they shall at all times be in good condition and repair, and the City shall never at any time permit said sewer facilities or any part thereof to be or become in such condition or state of repair as to damage, injure, destroy or endanger the railroad's property or operations.

9. If the City shall find the said sewer easement is no longer necessary and elects to abandon said sewer easement City shall give notice in writing of such abandonment to Railroad and City shall if requested in writing by Railroad as hereinafter provided take up and remove said sewer line and restore Railroad's premises and facilities to a satisfactory condition. Within 90 days after receipt of such notice of abandonment Railroad shall notify City in writing to so take up, remove and restore, or shall give written waiver of such performance by City.

10. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The City shall not assign this agreement or any rights hereunder without the written consent of Railroad first obtained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first herein written, execution thereof by the City having been duly authorized by Ordinance No. _____, passed by the City Council on the _____ day of _____, 1953, and execution thereof by The Northern Pacific Terminal Company of Oregon made pursuant to Resolution of its Board of Directors, duly and legally adopted.

THE NORTHERN PACIFIC TERMINAL COMPANY

By _____
President

Attest _____
Secretary

CITY OF PORTLAND

Corporate Seal

By _____
Mayor of the City of Portland

Attest:

By _____
Commissioner of Public Works

City Auditor

Approved as to form:

City Attorney

STATE OF OREGON) ss.
County of Multnomah)

On this ____ day of _____, 1953, before me, a Notary Public in and for said County and State, appeared J. F. ALSIP and M. J. LYNCH, to me personally known, who, being duly sworn, did say that he, the said J. F. ALSIP is the President, and he, the said M. J. LYNCH is the Secretary of The Northern Pacific Terminal Company of Oregon, 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 the day and year last above written.

Notary Public for Oregon

My commission expires _____

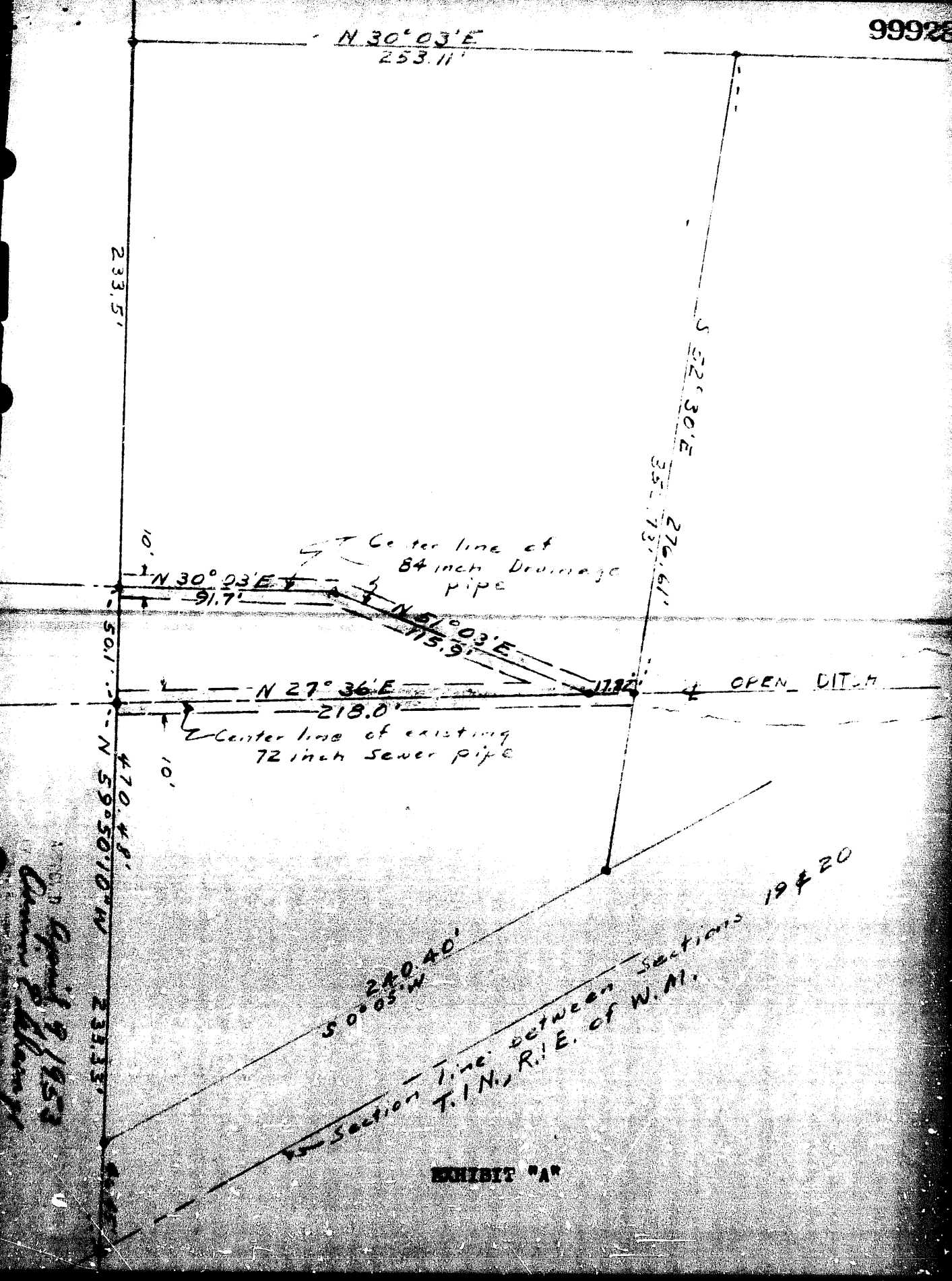
STATE OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED, That on this ____ day of _____, 1953, before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRED L. PETERSON and WILLIAM A. BOWES to me personally known, who being first duly and severally sworn, did say that he, the said FRED L. PETERSON is the Mayor of the City of Portland, and he, the said WILLIAM A. BOWES 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 FRED L. PETERSON and WILLIAM A. BOWES acknowledged said instrument to be the free act and deed of said 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 _____



NOTED April 9, 1953
Census & Planning

EXHIBIT "A"

ORDINANCE No. 99328

An Ordinance authorizing execution of a quitclaim deed in favor of The Northern Pacific Terminal Company of Oregon, and further authorizing the City to enter into an agreement with said company granting a sewer easement to the City across certain property of said company situated in Section 19, T1N., R1E., of the Willamette Meridian, the Guilds Lake area, upon certain conditions, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. The Council finds that the City has heretofore constructed a storm sewer across the property of The Northern Pacific Terminal Company of Oregon, which property is located in the Levi C. Potter donation land claim in Section 19, T1N, R1E. of the Willamette Meridian; the Council further finds that the easement of the storm sewer is vague and indefinite and should be clarified, and that it would be to the mutual advantage of the City and The Northern Pacific Terminal Company of Oregon to clarify said easement by having the City execute and deliver to said company a quitclaim deed and enter into a new agreement with said company, by which The Northern Pacific Terminal Company of Oregon shall grant to the City of Portland a sewer easement upon certain conditions; now, therefore, the Mayor and Commissioner of Public Works be, and they hereby are, authorized to execute on behalf of the City of Portland, attested by the Auditor and approved by the City Attorney, a quitclaim deed in favor of The Northern Pacific Terminal Company of Oregon, substantially in the form of the quitclaim deed marked Exhibit 1 attached hereto and made a part hereof; and further the Mayor and Commissioner of Public Works be and they hereby are authorized to execute on behalf of the City of Portland a sewer easement agreement with The Northern Pacific Terminal Company of Oregon, approved as to form by the City Attorney, substantially in accordance with Exhibit 2 attached hereto, and hereby made a part of this ordinance including the map attached thereto.

Section 2. The City Auditor hereby is directed to have said sewer easement agreement, when duly executed and approved, as provided by Section 1 hereof, placed on record with the County Clerk of Multnomah County, Oregon.

Section 3. 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

ORDINANCE No. 99928

sewer agreement for an existing sewer already constructed and now being maintained may be clarified and made of record without further 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, FEB 10 1954

Fred L. Peterson
Mayor of the City of Portland

Attest: *Will Gibson.*

Auditor of the City of Portland

ORDINANCE No. 99928

Title

An Ordinance authorizing execution of a quitclaim deed in favor of The Northern Pacific Terminal Company of Oregon, and further authorizing the City to enter into an agreement with said company granting a sewer easement to the City across certain property of said company situated in Section 19, T1N., R1E., of the Willamette Meridian, the Guilds Lake area, upon certain conditions, and declaring an emergency.

Filed... FEB 5 - 1954

Will Gibson.
Auditor of the CITY OF PORTLAND

By... R. S. IVEY
Deputy

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

DHB:gm

Date 1/27/54

NOTED BY THE COMMISSIONER

Affairs

Finance

Safety

Utilities

Works WAB

City Attorney AGB

NOTED FOR CITY AUDITOR

RSI

JHL

APPROVED

Date 2-1-54

By L. G. Apperson

City Engineer

Date

By