

RESOLUTION No. 109

BE IT RESOLVED, by the City of Troutdale, a municipal corporation of the State of Oregon, that the act of the Mayor and Recorder of the said City of Troutdale, in signing an agreement in writing dated April 20, 1976 between UNION PACIFIC LAND RESOURCES CORPORATION and the said CITY OF TROUTDALE, providing for a lease agreement commencing April 1, 1976 for an indefinite term, unless sooner terminated as therein provided, of an agreement in writing dated April 20, 1976, whereby said company leased to the said City, subject to the terms of said agreement, a parking site, at Troutdale, Oregon, shall be and the same is hereby authorized by, and said agreement is adopted as the agreement and undertaking of, the said City of Troutdale, Oregon.

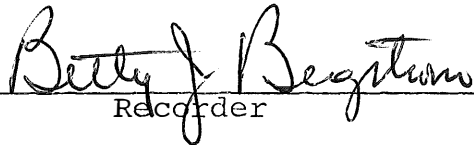
Passed by the City Council of said City of Troutdale, Oregon this 11th day of May, 1976.

Approved by the Mayor of said City of Troutdale, Oregon, this 11th day of May, 1976.

Years 6
Months 0



Mayor

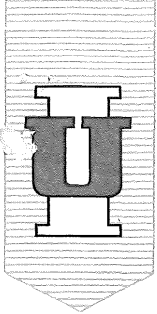
Attest: 
Recorder

STATE OF OREGON)
) ss.
County of Multnomah)

I, Betty J. Bergstrom, the duly appointed, qualified and acting Recorder of the City of Troutdale, Oregon, do hereby certify that the above resolution was duly approved and signed at a regular meeting of the Council of said City of Troutdale, Oregon, on the 11th day of April 1976.



Recorder



UPLAND INDUSTRIES CORPORATION

SUBSIDIARY OF UNION PACIFIC CORPORATION

G. J. WEINERT, DIRECTOR –
LAND AND INDUSTRIAL DEVELOPMENT

N. B. HORSTMAN, ASSISTANT TO DIRECTOR –
LAND AND INDUSTRIAL DEVELOPMENT

R. T. EATON
MANAGER OF INDUSTRIAL DEVELOPMENT

S. I. ERENYI
INDUSTRIAL ENGINEER

D. G. MONAGHAN
ASSISTANT INDUSTRIAL ENGINEER

June 23, 1976

41-2090-051-00.4TR

City of Troutdale
Troutdale, Oregon 97060

Re: Lease agreement covering a parking site at Troutdale, Oregon
UPLRC Audit No. 20896

Gentlemen:

Enclosed please find a fully executed counterpart of
the above referenced agreement for your records.

This agreement supersedes UPLRC Audit No.'s 450
and 2634 and is for an indefinite term.

Very truly yours,

G. E. Abbott
Lease Department

GEA:td

Attachment

AGREEMENT

Between

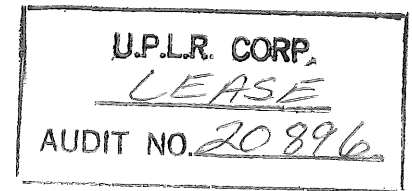
UNION PACIFIC LAND RESOURCES CORPORATION

And

CITY OF TROUTDALE

Dated: April 20, 1976

(Covering a parking site at Troutdale, Oregon)



L E A S E

THIS AGREEMENT, made and entered into this
 20th day of April, 1976, by and
 between UNION PACIFIC LAND RESOURCES CORPORATION, a corporation
 of the State of Utah (hereinafter called "Lessor"), party of
 the first part, and CITY OF TROUTDALE, a municipal corporation
 of the State of Oregon

(hereinafter called "Lessee"), party of the second part,
 WITNESSETH:

Section 1. The Lessor, for and in consideration of
 the covenants and payments hereinafter mentioned to be per-
 formed and made by the Lessee, hereby agrees to lease and let
 and does hereby lease and let unto the Lessee for a term be-
 ginning on the 1st day of April, 1976,
 for an indefinite term- - -
 unless sooner terminated as herein
 provided, the portion of the premises of the Lessor

at Troutdale, Multnomah County, Oregon
 shown outlined red on the plat, or described
 in the description, or both, hereto attached and hereby made
 a part hereof; RESERVING, however, to the Lessor the right to
 place and maintain at prominent places on the leased premises
 signs advertising Lessor and/or Union Pacific Railroad Company.

This lease is made subject to all outstanding and
 superior rights including, but not limited to, all rights of
 way, easements, licenses and the right of the Lessor to renew
 and extend the term thereof and to grant such new agreements
 that, in its sole discretion, it may deem necessary or appropri-
 ate.

It is agreed that no improvements placed upon the
 leased premises by the Lessee shall become a part of the
 realty.

Section 2. It is understood by the parties hereto
 that the leased premises are in dangerous proximity to the
 railroad tracks and railroad operations of the Oregon-
 Washington Railroad & Navigation Company and Union Pacific
 Railroad Company
 (hereinafter called "Railroad Company") and that by reason
 thereof there will be constant danger of injury and damage

by fire and otherwise, and the Lessee accepts this lease subject to such danger, and agrees that certain of the covenants and agreements, as hereinafter provided, shall run in favor of the Railroad Company as well as the Lessor and that Railroad Company, as a third party beneficiary thereof and hereof, shall, as between the Railroad Company and Lessee, enjoy the benefits of and may enforce, as against the Lessee, said covenants and agreements as fully and completely as if it had been a signatory party hereto. As against the Lessor, Railroad Company's rights hereunder, if any, are (1) subordinate to Lessor's rights; (2) subject to cancellation by Lessor without prior notice, and (3) may not be exercised by Railroad Company against Lessor or Lessor's interests without the prior written consent of the Lessor.

Section 3. The Lessee agrees to pay to the Lessor for the use of said premises rental of ONE (\$1.00) Dollar per term, receipt of which is hereby acknowledged.

Acceptance of said rental in advance by the Lessor shall not act as a waiver of its right to terminate this lease as hereinafter provided.

The Lessee further agrees to pay, before the same shall become delinquent, all taxes levied during the life of this lease upon any buildings and improvements upon the leased premises, or to reimburse the Lessor for sums paid by the Lessor for such taxes.

If, during the life of this lease, any street or other improvement, whether consisting of new construction, maintenance, repairs, renewals, or reconstruction, shall be made, the whole or any portion of the cost of which is assessed against or is fairly assignable to the leased premises, the Lessee agrees to pay in addition to the other payments herein provided for---

- (a) ELEVEN and one-half- - -
percent (11 1/2 %) per annum on the amount so assessed against or assignable to the said premises when expenditures by the Lessor for such improvements are properly chargeable to Lessor's capital account under generally accepted accounting principles current at the time;
- (b) the entire amount so assessed against or assignable to the said premises when expenditures for such improvements are not properly chargeable to capital account under said accounting rules.

Section 4. The Lessee covenants that the leased premises shall not be used for any other purpose than for Parking site- - -

and agrees that if the Lessee abandons the leased premises, the Lessor may enter upon and take possession of the same, and that a nonuser for the purpose mentioned continuing for thirty days shall be sufficient and conclusive evidence of such abandonment.

Section 5. The Lessee agrees not to let or sublet the leased premises, in whole or in part, or to assign this lease without the consent in writing of the Lessor, and it is agreed that any transfer or assignment of this lease, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Lessor, shall terminate this lease.

Section 6. It is especially covenanted and agreed that the use of the leased premises or any part thereof for any unlawful or immoral purposes whatsoever is expressly prohibited; that the Lessee shall hold harmless the Lessor and the leased premises from any and all liens, fines, damages, penalties, forfeitures or judgments in any manner accruing by reason of the use or occupation of said premises by the Lessee; and that the Lessee shall at all times protect the Lessor and the leased premises from all injury, damage or loss by reason of the occupation of the leased premises by the Lessee, or from any cause whatsoever growing out of said Lessee's use thereof.

Section 7. The Lessee hereby covenants and agrees that any and all buildings erected upon the leased premises shall be painted by the Lessee a color satisfactory to the Lessor, and shall at all times be kept in good repair; that the roof of each such building shall be of fire-resistive material; that when such buildings are without solid foundation the openings between the ground and the floor thereof shall be covered with fire-resistive material; that the leased premises shall during the continuance of this lease be kept by the Lessee in a neat and tidy condition and free from all straw, rubbish, or other material which would tend to increase the risk of fire, or give the leased premises an untidy appearance; that none of the buildings or other structures erected on said premises shall be used for displaying circus posters or any signs or advertisements other than such notices and signs as may be connected with the business of the Lessee, and that such signs and notices shall be neat and shall be properly maintained. In the

event any building or other improvement not belonging to the Lessor on the leased premises is damaged or destroyed by fire, storm or other casualty the Lessee shall, within thirty days after such happening, remove all debris and rubbish resulting therefrom; and if the Lessee fails so to do the Lessor may enter the leased premises and remove such debris and rubbish, and the Lessee agrees to reimburse the Lessor, within thirty days after bill rendered, for the expense so incurred.

Section 8. The Lessee shall, when due and before any lien shall attach to the leased premises if the same may lawfully be asserted, pay all charges for water, gas, light and power furnished, and for rental or use of sewer facilities serving, the leased premises, and fully pay for all materials joined or affixed to said premises, and shall pay in full all persons who perform labor upon said premises, and shall not permit or suffer any mechanic's or materialman's or other lien of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at the instance or request or on behalf of the Lessee; and the Lessee agrees to indemnify and hold harmless the Lessor and its property from and against 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 or other things furnished.

Section 9. No building, platform or other structure shall be erected or maintained and no material or obstruction of any kind or character shall be placed, piled, stored, stacked or maintained closer than eight (8) feet six (6) inches to the center line of the nearest track of the Railroad Company; PROVIDED, however, that in the case of platforms not higher than four (4) feet above the top of the rail a minimum clearance of seven (7) feet three (3) inches from the center line of the nearest track of the Railroad Company will be permitted; and PROVIDED further that along and adjacent to and for one car length beyond those portions of track having a curvature greater than ten (10) degrees the clearances hereinbefore provided shall, with reference to platforms four (4) feet or less in height, be increased horizontally six (6) inches, and with reference to all buildings, platforms, structures and other obstructions greater than four (4) feet in height shall be increased horizontally one (1) foot; and PROVIDED further that if by statute or order of competent

public authority greater clearances shall be required than those provided for in this Section 9, then the Lessee shall strictly comply with such statute or order. All doors, windows or gates shall be of the sliding type or shall open toward the inside of the building or enclosure when such building or enclosure is so located that the said doors, windows or gates if opening outward, would, when opened, impair the clearances in this section prescribed.

Section 10. It is further agreed that no gunpowder, gasoline, dynamite, or other explosives or inflammable material shall be stored or kept upon the leased premises. Nothing herein contained, however, shall prevent the storage of oil or gasoline upon the leased premises when the purpose for which the same are to be used, as indicated by Section 4 hereof, contemplates such storage; nor the storage of oil or gasoline where same are used by the Lessee for fuel in the business carried on by the Lessee on the leased premises, and are stored in quantities reasonable for such purposes; PROVIDED, however, that in all of said excepted cases, the Lessee shall strictly comply with all statutory and municipal regulations relating to the storage of such commodities.

Section 11. The Lessee shall not locate or permit the location or erection of any poles upon the property of the Lessor, nor of any beams, pipes, wires, structures or other obstruction over or under any tracks of the Railroad Company without the consent of the Lessor and/or Railroad Company, as the case may be.

Section 12. The Lessee shall be liable for any and all injury or damage to persons or property, of whatsoever nature or kind, arising out of or contributed to by any breach in whole or in part of any covenant of this agreement.

Section 13. It is agreed, as one of the material considerations for this lease and without which the same would not be granted by the Lessor, that the Lessee assumes all risk of loss or destruction of or damage to buildings or contents on the leased premises,

CNI (4) 3-1-72

Revised 3-18-75

and of or to other property brought thereon by the Lessee or by any other person with the knowledge or consent of the Lessee, and of or to property in proximity to the leased premises when connected with or incidental to the occupation thereof, and any incidental loss or injury to the business of the Lessee, where such loss, damage, destruction or injury is occasioned by fire caused by, or resulting from, the operation of the railroad of the Railroad Company, whether such fire be the result of defective engines, or of negligence on the part of the Railroad Company or of negligence or misconduct on the part of any officer, servant or employee of the Railroad Company, or otherwise, and the Lessee hereby agrees to indemnify and hold harmless the Lessor and/or Railroad Company from and against all liability, causes of action, claims, or demands which any person may hereafter assert, have, claim or claim to have, arising out of or by reason of any such loss, damage, destruction or injury, including any claim, cause of action or demand which any insurer of such buildings or other property may at any time assert, or undertake to assert, against the Lessor and/or the Railroad Company.

Section 14. The Lessee hereby releases the Lessor and/or the Railroad Company from all liability for damage by water to the leased premises or to property thereon belonging to or in the custody or control of the Lessee, including buildings and contents, regardless of whether such damage be caused or contributed to by the position, location, construction or condition of the Railroad Company's railroad, roadbed, tracks, bridges, dikes, ditches or by other structures of the Railroad Company and/or the Lessor.

Section 15. It is further agreed that the breach of any covenant, stipulation or condition herein contained to be kept and performed by the Lessee, shall, at the option of the Lessor, forthwith work a termination of this lease, and all rights of the Lessee hereunder; that no notice of such termination or declaration of forfeiture shall be required, and the Lessor may at once re-enter upon the leased premises and repossess itself thereof and remove all persons therefrom or may resort to an action of forcible entry and detainer, or any other action to recover the same. A waiver by the Lessor and/or the Railroad Company of the breach by the Lessee of any covenant or condition of this lease shall not impair the right of the Lessor and/or the Railroad Company to avail themselves of any subsequent breach thereof.

Section 16. This lease may be terminated by written notice given by either the Lessor or the Lessee to the other party on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date on which such notice shall be given. Said notice shall be given as specified in Section 21 hereof. Upon such termination and vacation of the premises by the Lessee, the Lessor shall refund to the Lessee on a pro rata basis any unearned rental paid in advance.

Section 17. The Lessee covenants and agrees to vacate and surrender the quiet and peaceable possession of the leased premises upon the termination of this lease howsoever. Within thirty days after such termination the Lessee shall (a) remove from the premises, at the expense of the Lessee, all structures and other property not belonging to the Lessor; and (b) restore the surface of the ground to as good condition as the same was in before such structures were erected, including, without limiting the generality of the foregoing, the removal of foundations of such structures, the filling of all excavations and pits and the removal of all debris and rubbish, all at the Lessee's expense, failing in which the Lessor may perform the work and the Lessee shall reimburse the Lessor for the cost thereof within thirty days after bill rendered.

In case of the Lessee's failure to remove said structures and other property the same shall, upon the expiration of said thirty days after the termination of this lease, become and thereafter remain the property of the Lessor; and if within ninety days after the expiration of such thirty-day period the Lessor elects to and does remove, or cause to be removed, said structures and other property from the leased premises and the market value thereof on removal or of the material therefrom does not equal the cost of such removal plus the cost of restoring the surface of the ground as aforesaid, then the Lessee shall reimburse the Lessor for the deficit within thirty days after bill rendered.

Section 18. In its use and occupancy of the leased premises, the Lessee shall not disturb, damage or interfere with the underground facilities, if any, of the Lessor and/or Railroad Company, or nonparties, and the Lessee shall and will indemnify and save harmless the Lessor

and/or the Railroad Company from any and all loss, cost, damage or expense arising from or in any way connected with the Lessee's breach of this covenant.

Section 19. Rental as herein provided for shall be made payable to Union Pacific Land Resources Corporation and forwarded to the attention of Assistant Treasurer, Union Pacific Land Resources Corporation, Suite 1200, First National Center, Omaha, Nebraska 68102.

Section 20. All communications, notices and demands of any kind which either party may be required or desire to make or serve upon the other party shall be delivered or made in writing and sent by certified or registered mail, return receipt requested, to the following addresses:

To Lessor: Director - Land & Industrial Development
Upland Industries Corporation
614 Pittock Block
Portland, Oregon 97205

To Lessee: City of Troutdale
Troutdale, Oregon 97060

Either party may change its address at which address such notice is to be given by giving notice to the other party in the manner herein set forth.

Section 21. Subject to the provisions of Section 5 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

Special Provisions: The lease covering the far easterly parcel as shown on the print attached identified in the records of the lessor as Audit No. 2634 and previously identified as RR Dept. No. 27222 is herewith terminated as of the effective date of this lease and the area so leased is included herein. Such termination shall not prejudice the right or duties of the parties to said lease, Audit No. 2634, that may have accrued prior to termination.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first herein written.

UNION PACIFIC LAND RESOURCES CORPORATION

Witness:

M. J. Shavers

By

H. J. Hansen
Vice President

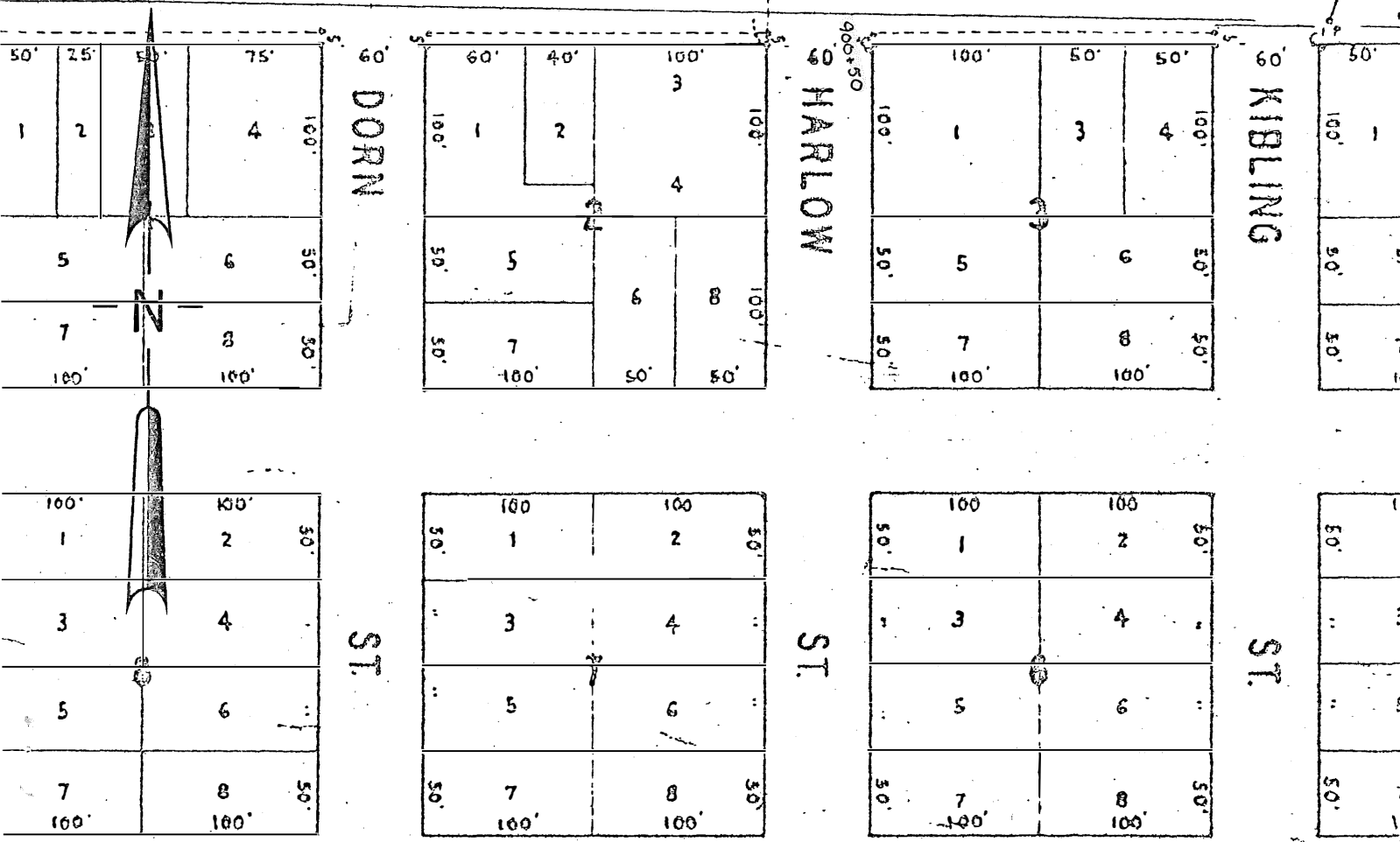
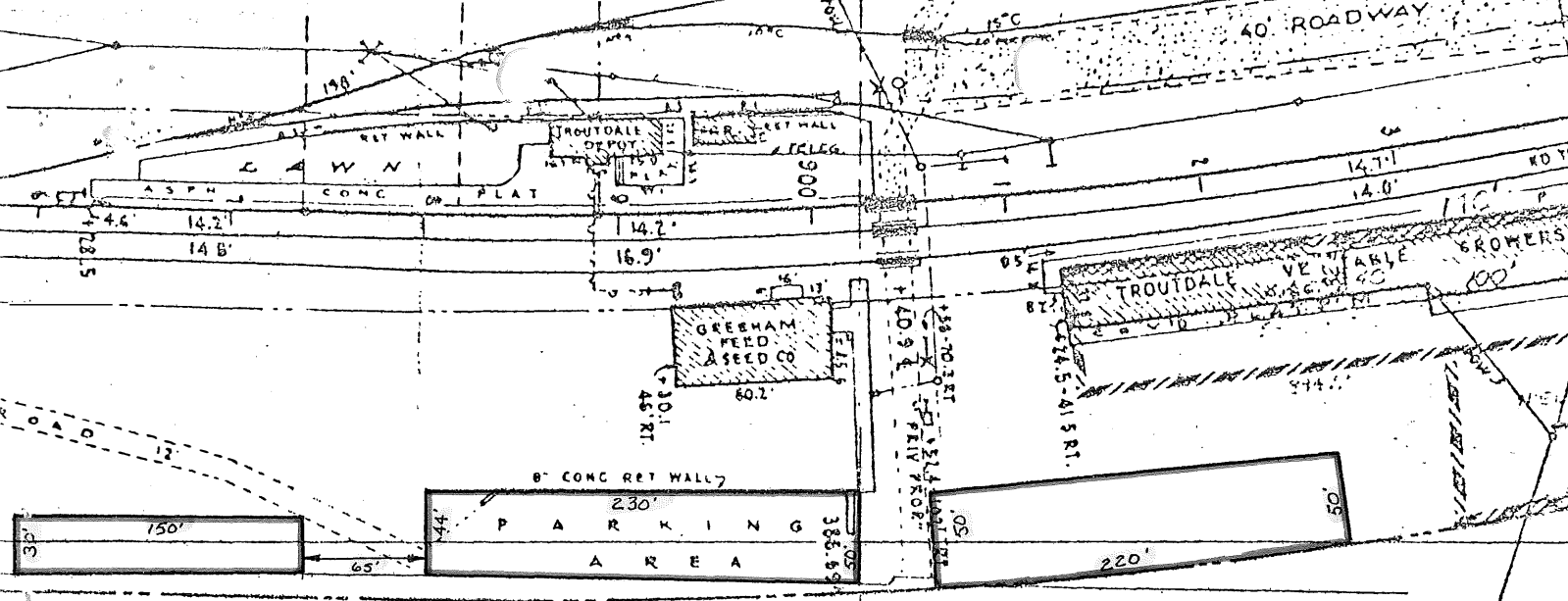
Attest:

CITY OF TROUTDALE

Betty J. Bergstrom
Recorder

By

R. M. Stump
Mayor



GARFIELD

UNION PACIFIC LAND RESOURCES CORPORATION
 TROUTDALE, OREGON
 SCALE: 1" = 100'

To accompany lease agreement with City of Troutdale
 Lease area outlined.....RED

OFFICE OF DIRECTOR - LAND & INDUSTRIAL DEVELOPMENT
 Portland, Oregon
 April 13, 1976
 Map No. 1002 Sub 1
 Parcel 1