

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 93-1804  
TRANSFER OF REAL PROPERTY )  
INTERESTS TO TRI-MET TO ALLOW ) Introduced by Rena Cusma,  
CONSTRUCTION OF THE WESTSIDE ) Executive Officer  
LIGHT RAIL LINE INCLUDING A )  
STATION TO SERVE THE METRO )  
WASHINGTON PARK ZOO )

WHEREAS, Metro owns the Metro Washington Park Zoo; and

WHEREAS, Metro is one of three Lessees of the Parking Lot which is owned by the City of Portland and which serves the Zoo, OMSI, and the World Forestry Center; and

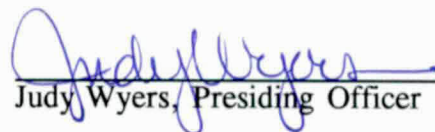
WHEREAS, Tri-Met is constructing the Westside Light Rail including a Zoo station; and

WHEREAS, It is appropriate for Metro to transfer to Tri-Met the property interests possessed by Metro and needed by Tri-Met for the light rail line and station subject to certain terms and conditions; now, therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to enter into an Intergovernmental Agreement with Tri-Met, in a form substantially similar to Attachment "A," transferring Metro's interests in certain real property described therein.

ADOPTED by the Metro Council this 27th day of May, 1993.

  
\_\_\_\_\_  
Judy Wyers, Presiding Officer

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_ 1993, is by and between Metro and the Tri-County Metropolitan Transportation District of Oregon (hereinafter referred to as "Tri-Met"), both municipal corporations of the State of Oregon.

### RECITALS:

1. Metro owns and operates the Metro Washington Park Zoo and is a Party to a Lease between the City of Portland, as Lessor, and Metro, the World Forestry Center and Oregon Museum of Science and Industry, as Lessees.
2. Tri-Met is constructing, and will operate, the Westside Light Rail Transit Project which will be located in a subterranean tunnel which will pass under the Zoo and Parking Lot property, and for which Tri-Met will construct a station which will be located in a portion of the Parking Lot in order to provide service to the institutions served by the Parking Lot.
3. Metro and Tri-Met have previously entered into a Design Services Agreement for the Westside Light Rail Project (Tri-Met Agreement #92-0464I, Metro #902.558) in which cooperation has been pledged to ensure the successful design, construction and operation of the Project.
4. Pursuant to a previous agreement, Metro has agreed to contribute \$2,000,000 to Tri-Met as a portion of the necessary resources needed to complete the Project.
5. The Parties desire to provide for Metro to transfer to Tri-Met all real property interests possessed by Metro that are needed to construct and operate the Westside

Light Rail Transit Project, and to provide for an ongoing cooperative relationship between the Parties reflecting the common public purpose jointly served by both Parties; now, therefore,

IN CONSIDERATION of those mutual interests, the Parties agree as follows:

A. Metro will:

1. Execute and deliver to Tri-Met the Quit Claim Deed attached hereto as Exhibit "A" in order to transfer to Tri-Met all necessary property interests both permanent and temporary needed by Tri-Met to construct the Westside Light Rail Transit Station.
2. Grant to Tri-Met in the future such easements for sewer, water, or other activities as Tri-Met may necessarily require to provide service to the Zoo Transit Station provided that the locations of such easements requested by Tri-Met do not unreasonably interfere with Metro's use of its property.
3. To the extent necessary execute such other real property transfer documents to reflect the actual dimensions of the light rail station and tunnel as built.

B. Tri-Met will:

1. Construct and operate the Westside Light Rail Transit Project including the Zoo transit station , and relocate at its expense any utilities that are located within the boundaries of the described

station property and/or grant easements to Metro for such utilities.

2. Indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses including attorneys' fees, arising out of or in any way connected with entry upon or use of the real property described in the attached Exhibit "1" by Tri-Met, its employees, agents or contractors.
3. To the extent necessary execute such other real property transfer documents to reflect the actual dimensions of the light rail station and tunnel as built.

C. The Parties agree that if a mutually agreeable use of the Zoo Parking Lot or Tri-Met's Zoo Transit Station is determined to be in the public interest neither Party will charge rent for the real property needed.

D. This Agreement shall be in force and effect as long as Metro or any successor continues to own or operate the Zoo and Tri-Met or any successor owns or operates the Light Rail Transit System.

TRI-MET

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

gl  
1155a

## QUIT CLAIM DEED

METRO, a municipal corporation of the State of Oregon, duly organized and existing under the laws of the State of Oregon, Grantor, release and quitclaim to TRI-MET, Tri-County Metropolitan Transportation District of Oregon, Grantee, any and all right, title and interest it has in the following described real property to the extent described pursuant to the terms detailed below:

1. Washington Park Station

All interest in a parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 17.50 feet right of TRI-MET "eastbound" Light Rail Track centerline station 877+23.63, said point being a point of non-tangent curvature (the radial line from which bears North 75° 00' 11" East); thence on a 603.00 foot radius curve right (the long chord of which bears North 13° 59' 06" West 21.30 feet) 21.30 feet; thence North 14° 48' 15" East 24.44 feet; thence North 1° 39' 05" West 95.84 feet; thence North 88° 20' 55" East 60.98 feet; thence South 46° 39' 04" East 24.40 feet; thence North 88° 20' 55" East 187.53 feet; thence North 43° 20' 55" East 23.69 feet; thence North 88° 02' 34" East 93.65 feet; thence South 1° 39' 05" East 64.44 feet; thence South 10° 39' 50" West 80.27 feet to a point of non-tangent curvature (the radial line from which bears South 11° 10' 33" West); thence on a 842.50 foot radius curve left (the long chord of which bears South 88° 47' 24" West 361.43 feet) 364.26 feet to the point of beginning.

The centerline of the TRI-MET "eastbound" Light Rail Track (LRT) referred to hereinabove is described as follows:

Beginning at TRI-MET "eastbound" Light Rail Track (LRT) centerline station 870+07.20, said station being South 2,954.90 feet and West 4,832.65 feet of a stone with chiseled "X" found in a monument box in the driveway to Reservoir #4, said stone also being at the intersection of the Subdivision line of the Thomas Carter D.L.C. and the north line of S.W. Jefferson Street extended west, said stone also being 295.5 feet west of the S.E. corner City Park as it is shown on Map G8/39 (Multnomah County Survey Records); thence South 85° 43' 39" East 199.02 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears South 86° 08' 28" East 130.00

feet) 130.00 feet; thence on a 3,000.00 foot radius curve left (the long chord of which bears South 88° 41' 22" East 180.15 feet) 180.18 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 88° 45' 45" East 130.00 feet) 130.00 feet to a point of tangency; thence North 88° 20' 55" East 441.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 87° 50' 14" East 150.00 feet) 150.00 feet; thence on a 2,800.00 foot radius curve left (the long chord of which bears North 75° 48' 21" East 1,069.31 feet) 1,075.92 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 63° 46' 28" East 150.00 feet) 150.00 feet to a point of tangency; thence North 63° 15' 47" East 1,818.86 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 62° 44' 16" East 110.00 feet) 110.00 feet; thence on a 2,000.00 foot radius curve left (the long chord of which bears North 37° 28' 11" East 1,640.81 feet) 1,690.70 feet to a point of spiral curvature; thence on a spiral curve left (the long chord of which bears North 12° 12' 06" East 110.00 feet) 110.00 feet to a point of tangency; thence North 11° 40' 36" East 55.10 feet to LRT station 932+48.85 and the end of said centerline description.

## 2. Tunnel Easement

A parcel of land lying in the Northwest one-quarter of Section 4, the South one-half of Section 5, and the Northeast one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed in the deeds to the City of Portland, recorded October 25, 1948, in Book 1300, Page 186 and, recorded March 20, 1939, in Book 488, Page 192 and, recorded February 4, 1928, in Book 1132, Page 108 and, recorded February 5, 1951, in Book 1457, Page 595, all Multnomah County Record of Deeds also, that property described in Multnomah County Assessors Records Account No. 99105-0350, and also being a portion of those properties conveyed in the deeds to the Metropolitan Service District, recorded October 26, 1981, in Book 1558, Page 311 and, recorded August 31, 1987, in Book 2038, Page 1604, both Multnomah County Record of Deeds; the said parcel being that portion of said properties included in a strip of land variable in width, lying Southerly & Easterly and Northerly & Westerly of the centerline of the TRI-MET "eastbound" Light Rail Track (LRT), said centerline as described in the PARCEL 1 description.

The Southerly & Easterly width of the strip of land above referred to is 30.00 feet.

The Northerly & Westerly widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width Northerly & Westerly of LRT centerline
870+07.20		881+76.25	97.25 in a straight line to 139.74
881+76.25		883+01.29	139.74 in a straight line to 137.07
883+01.29		884+83.60	137.07 in a straight line to 130.54
884+83.60		886+34.30	130.54 in a straight line to 124.26
886+34.30		887+84.60	124.26 in a straight line to 117.23
887+84.60		889+34.44	117.23 in a straight line to 109.46
889+34.44		890+83.78	109.46 in a straight line to 100.97
890+83.78		892+32.60	100.97 in a straight line to 91.80
892+32.60		893+80.41	91.80 in a straight line to 82.10
893+80.41		895+24.89	82.10 in a straight line to 75.24
895+24.89		896+74.13	75.24 in a straight line to 74.00
896+74.13		912+80.06	74.00
912+80.06		913+93.46	74.00 in a straight line to 74.12
913+93.46		915+45.48	74.12 in a straight line to 74.64
915+45.48		916+97.55	74.64 in a straight line to 75.49
916+97.55		918+49.70	75.49 in a straight line to 76.67
918+49.70		920+01.95	76.67 in a straight line to 78.16
920+01.95		921+54.32	78.16 in a straight line to 79.96
921+54.32		923+06.85	79.96 in a straight line to 82.06
923+06.85		924+59.56	82.06 in a straight line to 84.85
924+59.56		926+12.46	84.85 in a straight line to 87.11
926+12.46		927+65.57	87.11 in a straight line to 90.04
927+65.57		928+84.57	90.04 in a straight line to 91.33
928+84.57		930+30.00	91.33 in a straight line to 85.08

The terms of this easement are as follows:

- a. Grantee, its agents, independent contractors and invitees shall use the easement for the purposes of a Light Rail Track (LRT) tunnel only, as part of Grantee's Westside Light Rail Transit Project (Project), and in conjunction with such use may construct, reconstruct, maintain and repair a tunnel and such tracks and related equipment, facilities and appurtenances as may be necessary for the Project thereon.
- b. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement.
- c. This easement shall be perpetual.

- d. The permanent easement shall not convey any right, title, or interest to the surface of the property, nor prevent Grantor from the use of the property, except as provided herein.
- e. Grantor shall not install storage facilities for the containment of hazardous or flammable materials within the easement area. They shall not conduct any activity in or abutting the easement area that will increase the load on the tunnel. They shall not conduct, without the express written approval of Grantee, any drilling or any surface or subsurface activity in or abutting the easement area that may be otherwise injurious to Grantee's use of the easement.

### 3. Washington Park Station Access Easement

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 17.50 feet right of TRI-MET "eastbound" Light Rail Track centerline station 877+23.63, said point being a point of non-tangent curvature (the radial line from which bears North 75° 00' 11" East); thence on a 603.00 foot radius curve right (the long chord of which bears North 3° 34' 17" West 238.91 feet) 240.50 feet; thence South 79° 40' 28" East 33.03 feet to a point of non-tangent curvature (the radial line from which bears South 82° 17' 19" East); thence on a 570.00 foot radius curve left (the long chord of which bears South 3° 04' 30" West 92.14 feet) 92.24 feet to a point on the northerly line of above said PARCEL 1 - FEE - WASHINGTON PARK STATION; thence the following five courses along said northerly line, North 88° 20' 55" East 46.64 feet; thence South 46° 39' 04" East 24.40 feet; thence North 88° 20' 55" East 187.53 feet; thence North 43° 20' 55" East 23.69 feet; thence North 88° 02' 34" East 73.65 feet; thence leaving said northerly line, North 1° 39' 05" West 26.00 feet; thence South 88° 22' 04" West 315.16 feet to a point of non-tangent curvature (the radial line from which bears South 88° 49' 02" East); thence on a 544.00 foot radius curve right (the long chord of which bears North 5° 45' 15" East 86.72 feet) 86.81 feet; thence North 79° 40' 28" West 85.00 feet to a point of non-tangent curvature (the radial line from which bears South 79° 40' 28" East); thence on a 629.00 foot radius curve left (the long chord of which bears South 4° 26' 55" East 320.80 feet) 324.38 feet; thence South 19° 13' 21" East 682.84 feet to a point of curvature; thence on a 132.00



foot radius curve right (the long chord of which bears South 30° 10' 10" West 200.42 feet) 227.58 feet; thence South 79° 33' 41" West 176.19 feet to a point from which the hereinafter referred to point "A" bears South 10° 26' 19" East 46.00 feet; thence continuing South 79° 33' 41" West 58.80 feet, more or less, to a point on the easterly line of that property conveyed to the State of Oregon by deed recorded April 20, 1988, in Book 2096, Page 1585; thence along said easterly line South 18° 05' 22" East 57.46 feet to a point of non-tangent curvature (the radial line from which bears South 34° 35' 33" East); thence, leaving said easterly line, on a 125.00 foot radius curve right (the long chord of which bears North 67° 29' 04" East 52.31 feet) 52.70 feet to said point "A" described hereinabove; thence North 79° 33' 41" East 159.45 feet to a point of curvature; thence on a 175.00 foot radius curve left (the long chord of which bears North 30° 10' 10" East 265.71 feet) 301.72 feet; thence North 19° 13' 21" West 683.24 feet to a point of curvature; thence on a 603.00 foot radius curve right (the long chord of which bears North 17° 06' 35" West 44.46 feet) 44.47 feet to the point of beginning.

The terms of this easement are as follows:

- a. Grantee, its agents, independent contractors and invitees shall use the easement for the purposes of its buses and other motor vehicles gaining access to the Washington Park Station of Grantee's Westside Light Rail Transit Project for construction, operation and maintenance of the Washington Park Station and for public transportation purposes.
- b. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement.
- c. This easement shall be perpetual.
- d. Grantor shall not use the property in any manner that interferes with the rights granted to Grantee herein, except that Grantor shall have the rights to use the roadway, to convey to others the right to use the roadway, and to make use of the roadway available to the general public.
- e. The City of Portland may substitute, for the access described in the above property description, alternate reasonably equivalent access approved in writing by Grantee, which approval shall not be unreasonably withheld.

4. Washington Park Station Construction Easement

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 17.50 feet right of TRI-MET "eastbound" Light Rail Track centerline station 877+23.63, said point being a point of non-tangent curvature (the radial line from which bears North 75° 00' 11" East); thence on a 603.00 foot radius curve right (the long chord of which bears North 8° 07' 12" West 144.41 feet) 144.76 feet; thence North 70° 42' 54" East 360.83 feet; thence South 55° 29' 51" East 40.51 feet to a point of curvature; thence on a 101.00 foot radius curve right (the long chord of which bears South 26° 48' 23" East 96.98 feet) 101.15 feet; thence South 1° 53' 05" West 140.71 feet; thence South 70° 42' 54" West 181.07 feet; thence North 19° 17' 06" West 58.99 feet; thence South 70° 42' 54" West 195.23 feet; thence North 19° 13' 21" West 14.95 feet to a point of curvature; thence on a 603.00 foot radius curve right (the long chord of which bears North 17° 06' 35" West 44.46 feet) 44.47 feet to the point of beginning.

The terms of this easement are as follows:

- a. Grantee, its agents, independent contractors and invitees shall use the easement for station excavation and staging work areas for purposes of construction of the Washington Park Station for a public transportation system and its appurtenances and facilities. The temporary easement rights shall commence when needed for construction of the Washington Park Station and terminate on final completion of construction of the Washington Park Station.
- b. Grantee shall have the right to restrict use of and access to the property or portions thereof during the temporary easement term to such persons as Grantee deems appropriate. Except as so restricted by Grantee, Grantor may use the property as it deems appropriate provided that the use does not interfere with the rights granted to Grantee.
- c. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement.

5. Washington Park Station Construction Easement

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 17.50 feet right of TRI-MET "eastbound" Light Rail Track centerline station 877+23.63, said point being a point of non-tangent curvature (the radial line from which bears North 75° 00' 11" East); thence on a 603.00 foot radius curve right (the long chord of which bears North 8° 07' 12" West 144.41 feet) 144.76 feet; thence North 70° 42' 54" East 160.56 feet; thence South 19° 17' 06" East 65.16 feet; thence North 70° 42' 54" East 239.98 feet to a point of non-tangent curvature (the radial line from which bears South 55° 05' 43" West); thence on a 101.00 foot radius curve right (the long chord of which bears South 16° 30' 36" East 63.74 feet) 64.85 feet; thence South 1° 53' 05" West 140.71 feet; thence South 70° 42' 54" West 147.07 feet; thence North 19° 17' 06" West 58.99 feet; thence South 70° 42' 54" West 154.00 feet; thence North 19° 17' 06" West 47.23 feet; thence South 70° 42' 54" West 74.32 feet to a point of non-tangent curvature (the radial line from which bears North 73° 50' 45" East); thence on a 603.00 foot radius curve right (the long chord of which bears North 15° 34' 32" West 12.18 feet) 12.18 feet to the point of beginning.

The terms of this easement are as follows:

- a. Grantee, its agents, independent contractors and invitees shall use the easement for work areas for purposes of construction of the Washington Park Station and reconstruction of abutting parking lot areas for a public transportation system and its appurtenances and facilities. The temporary easement rights shall commence when needed for construction of the Washington Park Station and terminate on final completion of construction of the Washington Park Station.
- b. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement.

- c. Grantee shall have the right to restrict use of and access to the property or portions thereof during the temporary easement term to such persons as Grantee deems appropriate. Except as so restricted by Grantee, Grantor may use the property as it deems appropriate provided that the use does not interfere with the rights granted to Grantee.

6. Washington Park Station Construction Easement

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 17.50 feet right of TRI-MET "eastbound" Light Rail Track centerline station 877+23.63, said point being a point of non-tangent curvature (the radial line from which bears North 75° 00' 11" East); thence on a 603.00 foot radius curve right (the long chord of which bears North 1° 37' 43" West 278.84 feet) 281.39 feet; thence North 70° 42' 54" East 61.77 feet; thence South 19° 17' 06" East 124.03 feet; thence North 70° 42' 54" East 266.00 feet; thence South 55° 29' 51" East 26.60 feet to a point of curvature; thence on a 120.00 foot radius curve right (the long chord of which bears South 26° 48' 23" East 115.22 feet) 120.18 feet; thence South 1° 53' 05" West 203.03 feet; thence South 70° 42' 54" West 108.29 feet; thence North 19° 17' 06" West 64.97 feet; thence South 70° 42' 54" West 188.00 feet; thence North 19° 17' 06" West 58.99 feet; thence South 70° 42' 54" West 75.23 feet; thence North 19° 13' 21" West 14.95 feet to a point of curvature; thence on a 603.00 foot radius curve right (the long chord of which bears North 17° 06' 35" West 44.46 feet) 44.47 feet to the point of beginning.

The terms of this easement are as follows:

- a. Grantee, its agents, independent contractors and invitees shall use the easement for work areas for purposes of construction of the Washington Park Station and reconstruction of abutting parking lot areas for a public transportation system and its appurtenances and facilities. The temporary easement rights shall commence when needed for construction of the Washington Park Station and terminate on final completion of construction of the Washington Park Station.

- b. Grantee shall have the right to restrict use of and access to the property or portions thereof during the temporary easement term to such persons as Grantee deems appropriate. Except as so restricted by Grantee, Grantor may use the property as it deems appropriate provided that the use does not interfere with the rights granted to Grantee.
- c. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement.

**7. Washington Park Parking Access Easement**

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Beginning at a point 9.86 feet right of TRI-MET "eastbound" Light Rail Track centerline station 876+95.25, said point being on the westerly line of PARCEL 4, also being a point of curvature (the radial line from which bears North 76° 16' 36" East); thence along said westerly line, on a 629.00 foot radius curve right (the long chord of which bears North 12° 51' 29" West 19.00 feet) 19.00 feet; thence leaving said westerly line, South 77° 08' 31" West 19.74 feet to a point of curvature; thence on a 79.50 foot radius curve left (the long chord of which bears South 45° 55' 54" West 82.39 feet) 86.61 feet; thence South 14° 43' 17" West 374.83 feet to a point of curvature; thence on a 144.50 foot radius curve left (the long chord of which bears South 2° 02' 17" East 83.36 feet) 84.56 feet; thence South 45° 05' 15" West 200.91 feet to a point of curvature; thence on a 72.00 foot radius curve left (the long chord of which bears South 15° 02' 37" West 72.10 feet) 75.51 feet; thence North 75° 00' 00" East 22.00 feet to a point of non-tangent curvature (the radial line from which bears North 75° 00' 00" East); thence on a 50.00 foot radius curve right (the long chord of which bears North 15° 02' 37" East 50.07 feet) 52.44 feet; thence North 45° 05' 15" East 192.28 feet to a point of non-tangent curvature (the radial line from which bears North 61° 48' 58" East); thence on a 144.50 foot radius curve left (the long chord of which bears South 68° 42' 12" East 187.76 feet) 204.38 feet; thence North 70° 46' 39" East 178.81 feet to a point on the westerly line of said PARCEL 4; thence along said westerly line North 19° 13' 21" West 19.00 feet; thence leaving said westerly line, South 70° 46' 39" West 178.81 feet to a point of curvature; thence on a 125.50 foot radius curve right (the long chord

of which bears North 47° 15' 02" West 221.56 feet) 271.49 feet; thence North 14° 43' 17" East 374.83 feet to a point of curvature; thence on a 60.50 foot radius curve right (the long chord of which bears North 45° 55' 54" East 62.70 feet) 65.91 feet; thence North 77° 08' 31" East 19.74 feet to the point of beginning.

The terms of this easement are as follows:

- a. Grantee, its agents, independent contractors and invitees shall use the easement as a roadway for the general public to gain access to a temporary parking area during construction of the Washington Park Station for a public transportation system and its appurtenances and facilities, except that the "tail" extending to the southwest shall be for use only for construction purposes during construction of the temporary parking area and for installation of drainage facilities, but shall not be for motor vehicle access to the temporary parking area once the temporary parking area construction is completed. The temporary easement shall commence when needed for construction of the temporary parking area and terminate 90 days after commencement of regular light rail transit service to the Washington Park Station.
- b. Grantor shall not use the property in any way that interferes with the rights granted to Grantee, provided that Grantor shall have the right to use the roadway, to convey to others the right to use the roadway, and to make use of the roadway available to the general public.
- c. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement.

#### **8. Washington Park Interim Parking Easement**

A parcel of land lying in the Southwest one-quarter of Section 5, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon and, being a portion of those properties conveyed to the City of Portland as described in Multnomah County Assessors Records Account No. 99105-0350, being more particularly described as follows:

Commencing at a point 9.86 feet right of TRI-MET "eastbound" Light Rail Track centerline station 876+95.25, said point being on the westerly line of PARCEL 4, also being a point of curvature (the radial line from which bears North 76° 16' 36" East); thence along said westerly line, on a 629.00 foot radius curve right (the long chord of which

bears North 12° 51' 29" West 19.00 feet) 19.00 feet; thence leaving said westerly line, the following three courses being along the northerly and westerly lines of PARCEL 8, South 77° 08' 31" West 19.74 feet to a point of curvature; thence on a 79.50 foot radius curve left (the long chord of which bears South 45° 55' 54" West 82.39 feet) 86.61 feet; thence South 14° 43' 17" West 359.83 feet to the TRUE POINT OF BEGINNING; thence continuing, the following four courses being along the westerly line of PARCEL 8, South 14° 43' 17" West 15.00 feet to a point of curvature; thence on a 144.50 foot radius curve left (the long chord of which bears South 2° 02' 17" East 83.36 feet) 84.56 feet; thence South 45° 05' 15" West 200.91 feet to a point of curvature; thence on a 72.00 foot radius curve left (the long chord of which bears South 15° 02' 37" West 72.10 feet) 75.51 feet; thence leaving said westerly line, North 80° 00' 00" West 96.89 feet; thence North 7° 00' 00" East 333.13 feet; thence South 80° 00' 00" East 220.00 feet to the TRUE POINT OF BEGINNING.

The terms of this easement are as follows:

- a. Grantee, its agents, independent contractors and invitees shall use the easement for construction, operation, and maintenance of a temporary parking area for the general public during construction of the Zoo Station for a public transportation system and its appurtenances and facilities. The temporary easement rights shall commence when needed for construction of the temporary parking area and terminate 90 days after the commencement of regular light rail transit service to the Washington Park Station. As of termination of the temporary easement, Grantee shall have restored the temporary easement area to a condition reasonably equivalent to its prior condition.
- b. Grantor shall not use the property in any manner which interferes with the rights granted to Grantee, provided that Grantor shall have the right to use the temporary parking area for parking purposes, to convey to others the right to use the temporary parking area for parking purposes, and to make use of the temporary parking area available to the general public for parking purposes.
- c. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement.

The true consideration for this conveyance is the benefit all Grantor shall receive from location of the LRT Station at the Washington Park location; and, improvements Tri-Met has agreed to make to the site.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

METRO

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

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





**METRO**

**Date:** May 13, 1993  
**To:** Regional Facilities Committee  
**From:** Daniel B. Cooper, General Counsel *DBC*  
**Regarding:** RESOLUTION NO. 93-1804  
Our file:

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Attached is a draft Intergovernmental Agreement and Quit Claim Deed that would be authorized by the adoption of Resolution No. 93-1804. I am currently refining the Intergovernmental Agreement with Tri-Met's representatives and a final version will be distributed prior to your next meeting.

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**Attachments**

INTERGOVERNMENTAL AGREEMENT

DRAFT

THIS AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_ 1993, is by and between Metro and the Tri-County Metropolitan Transportation District of Oregon (hereinafter referred to as "Tri-Met"), both municipal corporations of the State of Oregon.

RECITALS:

1. Metro owns and operates the Metro Washington Park Zoo and is a Party to a Lease between the City of Portland, as Lessor, and Metro, the World Forestry Center and Oregon Museum of Science and Industry, as Lessees. Pursuant to the Lease, the Lessees have the right to control and operate the Parking Lot that serves the Zoo, OMSI, and the World Forestry Center facilities.
2. Tri-Met is constructing, and will operate, the Westside Light Rail Transit Project which will be located in a subterranean tunnel which will pass under the Zoo and Parking Lot property, and for which Tri-Met will construct a station which will be located in a portion of the Parking Lot in order to provide service to the institutions served by the Parking Lot.
3. Pursuant to a previous agreement, Metro has agreed to contribute \$2,000,000 to Tri-Met as a portion of the necessary resources needed to complete the Project.
4. The Parties desire to provide for Metro to transfer to Tri-Met all real property interests possessed by Metro that are needed to construct and operate the Westside Light Rail Transit Project, and to provide for an ongoing cooperative relationship between the Parties reflecting the common public purpose jointly served by both Parties; now, therefore,

**IN CONSIDERATION of those mutual interests, the Parties agree as follows:**

**A. Metro will:**

1. Execute and deliver to Tri-Met the Quit Claim Deed attached hereto as Exhibit "A" in order to transfer to Tri-Met all necessary property interests both permanent and temporary needed by Tri-Metro to construct the Westside Light Rail Transit Station.
2. Grant to Tri-Met in the future such easements for sewer, water, or other activities as Tri-Met may necessarily require to provide service to the Zoo Transit Station provided that the location of such easements requested by Tri-Met do not unreasonably interfere with Metro's use of its property.
3. Cooperate with Tri-Met in its operation of the Zoo Transit Station so as to achieve the common public purpose of the Parties by maximizing to the public use of both the light rail mass transit system and the Metro Washington Park Zoo.
4. To the extent necessary execute such other real property transfer documents to reflect the actual dimensions of the light rail station and tunnel as built.

**B. Tri-Met will:**

1. Construct and operate the Westside Light Rail Transit Project including the Zoo transit station in a manner substantially similar to the design and construction plans contained in

Contract Documents that are in existence on the date of this Agreement.

2. Indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses including attorneys' fees, arising out of or in any way connected with Tri-Met, its employees, agents or contractors entry upon or use of the real property described in the attached Exhibit "1," to the maximum extent permitted by law.
3. Cooperate with Metro in its operation of the Zoo Transit Station so as to achieve the common public purpose of the Parties by maximizing to the public use of both the light rail mass transit system and the Metro Washington Park Zoo.
4. To the extent necessary execute such other real property transfer documents to reflect the actual dimensions of the light rail station and tunnel as built.
5. In the operation of the Zoo transit station allow such public use of the facility that does not interfere with Tri-Met's service.

C. The Parties mutually agree to cooperate in the construction and operation of such needed public amenities as may jointly benefit the Parties including but not limited to public restroom facilities to serve the Parking Lot and Zoo Transit Station. Regardless of the exact location of such facilities which shall not unreasonably interfere with any Parties' use of its facility neither Party will charge rent for the real property needed and

will mutually agree on a reasonable cost-sharing of construction and operating costs.

D. This Agreement shall be in force and effect as long as Metro or any successor continues to own or operate the Zoo and Tri-Met or any successor owns or operates the Light Rail Transit System.

TRI-MET

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 93-1804A AUTHORIZING TRANSFER OF REAL PROPERTY INTERESTS TO TRI-MET TO ALLOW CONSTRUCTION OF THE WEST SIDE LIGHT RAIL LINE INCLUDING A STATION TO SERVE THE METRO WASHINGTON PARK ZOO

Date: May 25, 1993

Presented By: Councilor Gardner

COMMITTEE RECOMMENDATION: At its May 1993 meeting the Committee voted unanimously to recommend Council adoption of Resolution No. 1804 as amended. Committee members present and voting were Councilors Gardner, McFarland, McLain and Washington. Councilor Hansen was absent.

COMMITTEE DISCUSSION/ISSUES: Dan Cooper, General Counsel, presented the Staff Report. He stated the purpose of the resolution is to authorize the Executive Officer to execute an intergovernmental agreement with Tri-Met transferring a quit claim deed and easements for use of a portion of the parking lot at the Zoo for the construction of the West Side Light Rail Transit Station. Mr. Cooper presented several amendments to the intergovernmental agreement (see Exhibit A attached to the resolution) which have been requested by Tri-Met. In response to questions from the Committee, Mr. Cooper explained that the amendments were immaterial to the intent of the original agreement and several of the deletions are provisions that are covered in an existing design agreement with Tri-Met and are not needed in this agreement.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 93-1804
TRANSFER OF REAL PROPERTY	)	
INTERESTS TO TRI-MET TO ALLOW	)	Introduced by Rena Cusma,
CONSTRUCTION OF THE WESTSIDE	)	Executive Officer
LIGHT RAIL LINE INCLUDING A	)	
STATION TO SERVE THE METRO	)	
WASHINGTON PARK ZOO	)	

WHEREAS, Metro owns the Metro Washington Park Zoo; and

WHEREAS, Metro is one of three Lessees of the Parking Lot which is owned by the City of Portland and which serves the Zoo, OMSI, and the World Forestry Center; and

WHEREAS, Tri-Met is constructing the Westside Light Rail including a Zoo station; and

WHEREAS, It is appropriate for Metro to transfer to Tri-Met the property interests possessed by Metro and needed by Tri-Met for the light rail line and station subject to certain terms and conditions; now, therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to enter into an Intergovernmental Agreement with Tri-Met, in a form substantially similar to Attachment "A," transferring Metro's interests in certain real property described therein.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
Judy Wyers, Presiding Officer

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_ day of \_\_\_\_\_ 1993, is by and between Metro and the Tri-County Metropolitan Transportation District of Oregon (hereinafter referred to as "Tri-Met"), both municipal corporations of the State of Oregon.

RECITALS:

1. Metro owns and operates the Metro Washington Park Zoo and is a Party to a Lease between the City of Portland, as Lessor, and Metro, the World Forestry Center and Oregon Museum of Science and Industry, as Lessees. Pursuant to the Lease, the Lessees have the right to control and operate the Parking Lot that serves the Zoo, OMSI, and the World Forestry Center facilities.

2. Tri-Met is constructing, and will operate, the Westside Light Rail Transit Project which will be located in a subterranean tunnel which will pass under the Zoo and Parking Lot property, and for which Tri-Met will construct a station which will be located in a portion of the Parking Lot in order to provide service to the institutions served by the Parking Lot.

3. Metro and Tri-Met have previously entered into a Design Services Agreement for the Westside Light Rail Project (Tri-Met Agreement #92-04641, Metro #902.558) in which cooperation has been pledged to ensure the successful design, construction and operation of the Project.

3-4. Pursuant to a previous agreement, Metro has agreed to contribute \$2,000,000 to Tri-Met as a portion of the necessary resources needed to complete the Project.



documents to reflect the actual dimensions of the light rail station and tunnel as built.

B. Tri-Met will:

1. Construct and operate the Westside Light Rail Transit Project including the Zoo transit station ~~in a manner substantially similar to the design and construction plans contained in Contract Documents that are in existence on the date of this Agreement,~~ and relocate at its expense any utilities that are located within the boundaries of the described ~~station~~ property and/or grant easements to Metro for such utilities.
2. Indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses including attorneys' fees, arising out of or in any way connected with entry upon or use of the real property described in the attached Exhibit "1" by Tri-Met, its employees, agents or contractors.
3. ~~Cooperate with Metro in its operation of the Zoo Transit Station so as to achieve the common public purpose of the Parties by maximizing to the public use of both the light rail mass transit system and the Metro Washington Park Zoo.~~
4. ~~3.~~ To the extent necessary execute such other real property transfer documents to reflect the actual dimensions of the light rail

**4.5** The Parties desire to provide for Metro to transfer to Tri-Met all real property interests possessed by Metro that are needed to construct and operate the Westside Light Rail Transit Project, and to provide for an ongoing cooperative relationship between the Parties reflecting the common public purpose jointly served by both Parties; now, therefore,

IN CONSIDERATION of those mutual interests, the Parties agree as follows:

A. Metro will:

1. Execute and deliver to Tri-Met the Quit Claim Deed attached hereto as Exhibit "A" in order to transfer to Tri-Met all necessary property interests both permanent and temporary needed by Tri-Met to construct the Westside Light Rail Transit Station.
2. Grant to Tri-Met in the future such easements for sewer, water, or other activities as Tri-Met may necessarily require to provide service to the Zoo Transit Station provided that the locations of such easements requested by Tri-Met do not unreasonably interfere with Metro's use of its property.
- ~~3. Cooperate with Tri Met in its operation of the Zoo Transit Station so as to achieve the common public purpose of the Parties by maximizing to the public use of both the light rail mass transit system and the Metro Washington Park Zoo.~~
- 4.3** To the extent necessary execute such other real property transfer

station and tunnel as built.

5. ~~In the operation of the Zoo transit station allow such public use of the facility that does not interfere with Tri-Met's service.~~

C. The Parties mutually agree ~~that if a mutually agreeable use of the Zoo Parking Lot or Tri-Met's Zoo Transit Station is determined to be in the public interest to cooperate in the construction and operation of such needed public amenities as may jointly benefit the Parties including but not limited to public restroom facilities to serve the Parking Lot and Zoo Transit Station. Regardless of the exact location of such facilities which shall not unreasonably interfere with any Parties' use of its facility neither Party will charge rent for the real property needed and will mutually agree on a reasonable cost sharing of construction and operating costs.~~

D. This Agreement shall be in force and effect as long as Metro or any successor continues to own or operate the Zoo and Tri-Met or any successor owns or operates the Light Rail Transit System.

TRI-MET

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_ 1993, is by and between Metro and the Tri-County Metropolitan Transportation District of Oregon (hereinafter referred to as "Tri-Met"), both municipal corporations of the State of Oregon.

RECITALS:

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3. Metro and Tri-Met have previously entered into a Design Services Agreement for the Westside Light Rail Project (Tri-Met Agreement #92-0464I, Metro #902.558) in which cooperation has been pledged to ensure the successful design, construction and operation of the Project.
4. Pursuant to a previous agreement, Metro has agreed to contribute \$2,000,000 to Tri-Met as a portion of the necessary resources needed to complete the Project.
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Light Rail Transit Project, and to provide for an ongoing cooperative relationship between the Parties reflecting the common public purpose jointly served by both Parties; now, therefore,

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2. Grant to Tri-Met in the future such easements for sewer, water, or other activities as Tri-Met may necessarily require to provide service to the Zoo Transit Station provided that the locations of such easements requested by Tri-Met do not unreasonably interfere with Metro's use of its property.
3. To the extent necessary execute such other real property transfer documents to reflect the actual dimensions of the light rail station and tunnel as built.

B. Tri-Met will:

1. Construct and operate the Westside Light Rail Transit Project including the Zoo transit station , and relocate at its expense any utilities that are located within the boundaries of the described

station property and/or grant easements to Metro for such utilities.

2. Indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses including attorneys' fees, arising out of or in any way connected with entry upon or use of the real property described in the attached Exhibit "1" by Tri-Met, its employees, agents or contractors.
3. To the extent necessary execute such other real property transfer documents to reflect the actual dimensions of the light rail station and tunnel as built.

C. The Parties agree that if a mutually agreeable use of the Zoo Parking Lot or Tri-Met's Zoo Transit Station is determined to be in the public interest neither Party will charge rent for the real property needed.

D. This Agreement shall be in force and effect as long as Metro or any successor continues to own or operate the Zoo and Tri-Met or any successor owns or operates the Light Rail Transit System.

TRI-MET

METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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