

RESOLUTION NO. 1972

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY ENGINEER TO SIGN CERTAIN UNDERGROUND PIPELINE MAINTENANCE AND RIGHT-OF-ENTRY AGREEMENTS WITH THE PORTLAND AND WESTERN RAILROAD FOR THE PROJECT KNOWN AS THE BOECKMAN ROAD EXTENSION (Project No. 540.950.45030.00000.4048)

WHEREAS, in providing underground water, power, telephone and cable TV to areas in and around Villebois, certain portions of the right-of-way of the Portland and Western Railroad (Railroad) will be crossed with newly constructed lines; and

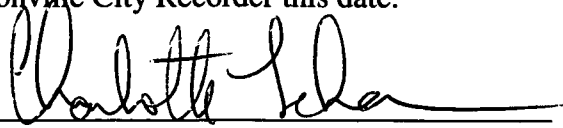
WHEREAS, the installation of the water, power, telephone and cable TV lines within Railroad right-of-way requires "Maintenance and Right-of-Entry Agreements" wherein the City agrees to access, construct, operate and maintain the referenced lines in a manner consistent with the safe operation of the Railroad; and

WHEREAS, the Railroad has prepared the required Agreements and Staff has reviewed said documentation and found it satisfactory and based on previously executed agreements with the Railroad.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Engineer is hereby authorized to sign the Underground Pipeline Maintenance and Right-of-Entry Agreements attached as Exhibit A, B and C on behalf of the City of Wilsonville.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of December 2005, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:



Sandra C. King, City Recorder, MMC

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor Knapp	Yes
Councilor Holt	Excused
Councilor Kirk	Yes
Councilor Ripple	Yes

MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 18th day of November, 2005 ("Effective Date"), by and between **PORTLAND & WESTERN RAILROAD, INC.**, a New York corporation ("Railroad"), and the **CITY OF WILSONVILLE**, an Oregon municipality, whose address is 30000 SW Town Center Loop East, Wilsonville, OR 97070 ("Permittee").

RECITALS:

- A. Permittee has applied to the State of Oregon, Department of Transportation, Rail Division (herein referred to as "State"), for a permit to occupy and perform certain operations (which are described in such application) on, over and across a certain rail line corridor owned by the State.
- B. The State's ownership of such rail line corridor is subject to a permanent and exclusive rail service easement owned by Railroad, its successors and assigns, which easement allows Railroad to enter and remain on the rail corridor to operate and/or develop rail service over, or construct, maintain, replace or lawfully remove any rail facilities (including bridges, embankments, culverts, ditches, road crossings, signal systems and maintenance roadways) that now, or in the future, are present in the rail corridor.
- C. By virtue of the Railroad's easement, State may not enter into any agreement or encumbrance relating to such rail line corridor that materially interferes with Railroad's rights, and Railroad may prevent any access that would more than insignificantly increase Railroad's liability risk or interfere with Railroad's rail operation, construction or maintenance activities. Accordingly, the State must obtain Railroad's prior written consent before entering into any agreement providing access to another party, including Permittee's requested operations.
- D. As a condition of Railroad's consent, Railroad requires that Permittee enter into this Maintenance Agreement.

WITNESSETH:

- 1. Subject to the terms of this Agreement, Railroad hereby consents to the State's grant of a permit to Permittee to construct, reconstruct, maintain and operate an underground water pipeline crossing (herein called "structure"), at or near Wilsonville Station, Oregon Electric District, County of Clackamas, State of Oregon, in the location shown on the attached permit number 3E-PR/PX-00178/41.60 (herein called "premises").

Permittee's rights and use of the premises shall at all times be subject and subordinate to the prior and continuing rights and interests of the Railroad, its successors and assigns, as described above.

Railroad reserves the right, at any time that Railroad deems it necessary, to require Permittee, and Permittee agrees and shall, at Permittee's expense, reconstruct, alter or change the location of the structure as may be necessary to conform to the Railroad's operations.

2. If the structure or any portion thereof is underground, markers in form and size satisfactory to Railroad shall be installed and constantly maintained by Permittee at Railroad's property lines or such locations as Railroad shall designate and shall be relocated or removed by Permittee upon request of Railroad. The absence of markers does not constitute a warranty by Railroad that there are no subsurface installations.
3. Unless earlier terminated in accordance with the terms and provisions of this Agreement, the term of this Agreement shall commence on the Effective Date and shall expire on the earlier of 15 years from the Effective Date or the termination, cancellation or revocation of the State's permit that is the subject of this Agreement.
4. Permittee shall bear the entire cost of constructing, reconstructing, maintaining and operating the structure on the premises. Permittee shall reimburse Railroad for all cost and expense to Railroad in furnishing any materials or performing any labor in connection with such work, including, but not limited to, installation of falsework and other protection beneath or along Railroad's tracks, and furnishing such watchmen, flagmen and inspectors as Railroad deems necessary.
5. Upon execution hereof, Permittee shall pay Railroad a nonrefundable, one-time fee of **Six Hundred Fifty and No/100 Dollars (\$650.00)** to defray cost of handling.
6. Upon execution hereof, Permittee also shall pay to Railroad a nonrefundable, one-time fee of **Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00)** as consideration for Railroad's consent and this Agreement. Any renewal or extension of this Agreement as may be later agreed to by the parties in writing shall be subject to additional fee(s) as then determined by Railroad.
7. The structure shall be constructed, reconstructed and maintained in accordance with plans approved by Railroad. Approval by Railroad shall not constitute a warranty by Railroad that such plans conform with federal, state and/or local codes and regulations applicable thereto. All work upon or in connection with the structure shall be done to Railroad's satisfaction at such times and in such manner as not to interfere with Railroad's operations. In the construction, reconstruction and maintenance of the structure, Permittee shall keep the premises in a neat and safe condition, failing which Railroad may do so at Permittee's expense. If required by Railroad in its use of the premises, Permittee shall reconstruct, relocate or alter the structure. Except in emergencies, Permittee shall give Railroad five (5) days' written notice of the day and hour it proposes to do any work on the structure.

Clearances with respect to existing and future tracks and other rail facilities on the premises shall be provided by Permittee to conform with all applicable orders of governmental bodies and, in the absence of such orders, with the National Electrical Safety Code. Permittee shall take all precautions necessary to prevent interference by its structure with existing or future railway signals, gates or safety devices, or the telephone, telegraph or other circuits of Railroad, or of other persons on the premises with Railroad's consent, whether such interference be by leakage, induction or otherwise. Upon being informed by Railroad of such interference, Permittee shall forthwith discontinue operation or take such steps as may be necessary to avoid and eliminate all such interference. Permittee shall assume the expense of insulating any wire lines and of any other alterations to any facilities on the premises required by reason of the structure.

Permittee shall cooperate with Railroad in making any tests it requires of any installation or condition, which in its judgment may have adverse effect on any of the facilities of Railroad. All costs incurred by the tests, or any corrections thereafter, shall be borne by Permittee.

8. Permittee agrees to and shall indemnify and hold harmless Railroad, its officers, agents and employees from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind (including reasonable attorneys' fees, court costs and other expenses related thereto) for injury to or death of a person or for loss of or damage to any property, arising out of or in connection with any work done, action taken or permitted by Permittee, its subcontractors, agents or employees under this Agreement. It is the express intention of the parties hereto, both Permittee and Railroad, that the indemnity provided for in this section indemnifies Railroad for the negligence of each, whether that negligence is active or passive, or is the sole or a concurring cause of the injury, death or damage; provided that said indemnity shall not protect Railroad from liability for death, injury or damage arising solely from the criminal actions of Railroad, its officers, agents and employees.
9. If Permittee makes default in respect to any covenant or condition on Permittee's part hereunder and fails to correct such default within thirty (30) days' after receipt of notice from Railroad so to do, Railroad may forthwith terminate this Agreement by notice to Permittee. Upon termination or expiration of this Agreement, Permittee shall remove the structure and appurtenances to Railroad's satisfaction, failing which Railroad may arrange to do so at Permittee's expense
10. Permittee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and waste and air quality, and furnish satisfactory evidence of such compliance upon request of Railroad.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the premises covered hereunder as a result of Permittee's use, presence, operations or exercise of the rights granted hereunder, Permittee shall immediately notify Railroad and shall, at Permittee's expense, be obligated to clean all property affected thereby, whether owned or controlled by Railroad, the State or any third persons to the

satisfaction of Railroad (insofar as the property owned or controlled by Railroad is concerned) and any governmental body having jurisdiction in the matter. Railroad may, at its option, clean the premises; if Railroad elects to do so, Permittee shall pay Railroad the cost of such cleanup promptly upon the receipt of a bill therefor. Permittee agrees to release, indemnify and defend Railroad from and against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney fees) incurred by Railroad as a result of Permittee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the time this Agreement is in effect or thereafter, unless such liability, cost or expense is proximately caused solely and exclusively by the active negligence of Railroad, its officers, agents or employees.

11. No work on the premises shall be commenced by any contractor for Permittee until such contractor has entered into Railroad's standard Contractor's Right of Entry agreement covering such work.
12. This Agreement is not assignable, in whole or in part, by Permittee without Railroad's prior written consent. The term "Railroad" as used in this Agreement shall include Railroad's successors, assigns and affiliated companies, and any other railroad company operating upon the tracks.
13. Permittee shall pay in full all persons who perform labor on said premises for Permittee, and will not suffer any mechanics' or materialmen's liens to be enforced against the premises for work done or materials furnished at Permittee's insistence or request. If any such liens are filed thereon, Permittee agrees to remove the same at Permittee's own cost and expense and to pay any judgment, which may be entered thereon or thereunder. Should Permittee fail, neglect or refuse so to do, Railroad shall have the right to pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Permittee shall be liable to Railroad for all costs, damages, and reasonable attorney fees, and any amounts expended in defending any proceedings or in the payment of any said liens or any judgment obtained therefore.
14. The structure shall be installed in accordance with minimum requirements of Exhibit B, attached and made a part hereof.
15. Neither termination nor expiration of this Agreement will release Permittee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the structure and appurtenances are removed and the premises are restored to Railroad's satisfaction.
16. It is the intention of the parties that the State is a third party beneficiary of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate the day and year first hereinabove written.

RAILROAD:

By: _____
Its: VP-Engineering

PERMITTEE:

By: _____
Its: _____



3E-PR/PX-00178/41.6

APPLICATION FOR PIPELINE CROSSING OR LONGITUDINAL

OREGON DEPARTMENT OF TRANSPORTATION
 RAIL DIVISION
 555 13TH STREET NE STE 3
 SALEM OR 97301-4179

DATE 10/28/2005
APPLICANT TAX ID NO./SSN

LEGAL NAME OF COMPANY OR MUNICIPALITY WHO WILL OWN THE PIPELINE City of Wilsonville		STATE IN WHICH INCORPORATED Oregon
IF NOT INCORPORATED, CORRECT NAME OF OWNERS OR ALL PARTNERS (ATTACH SEPARATE SHEET IF NEEDED)		
MAILING ADDRESS 30000 SW Towncenter Loop East	CITY, STATE AND ZIP CODE Wilsonville, OR 97070	TELEPHONE NUMBER 503-682-4960
LOCATION OF PROPOSED CROSSING NW 1/4 SEC 14 TWSP 3S RNG 1 W W.M. MP 41.6 +		
NAME OF NEAREST TOWN ON RAILROAD City of Wilsonville	COUNTY Clackamas	STATE Oregon
NAME OF NEAREST ROADWAY CROSSING RAILROAD Boeckman Road	CROSSING WITHIN LIMITS OF PUBLIC ROAD OR STREET <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Contents to be handled through pipe

Length of pipe on Railroad Co. property

(Plastic pipe must be encased full width of right of way)

Inside diameter of pipe

Pipe material

Specification & Grade (Min yield strength casing is 35,000 psi)

Wall Thickness (Misc. wall thickness of casing pipe under 14in. 0.188 in. E-80 Loading)

Actual Working Pressure

Type of Joint (mechanical or welded type)

Longitudinal Joint Factor

Coating

Distance Base of rail to top of pipe

(Flammable contents, steam, water or non-flammable-min 5 1/2 ft.
Under main track.) (Uncased gaseous products - min 10 ft under track)

Minimum ground cover on Railroad Co. property (min. 3 ft.)

Cathodic protection casing -(Flammable substance)

CARRIER	CASING
Water	-----
60 ft.	60 ft.
-----	-----
24 in.	36 in.
Ductile Iron	Steel
Class 51	35,000 psi
0.41 in.	0.48 in.
100 psi	
mechanical	welded
None	Coal Tar Epox
5'9"	5'6"
5'9"	5'6"
No	No

Type of insulators or supports HDPE Plastic SIZE 4in X 4in SPACE 5 ft. max

Number of Vents (Flammable substance require 2 vents) _____ SIZE _____ HEIGHT ABOVE GROUND _____

Method of crossing: JACKING X TRENCH _____ DRY BORE ONLY _____

(If trenched, railroad furnish flagman at applicant's expense) (If bored or jacked - Jacking Pit location minimum 30 ft. from centerline of nearest track) Pit must not be open more than 48 hours. Also, it must be protected when not in use.

Does pipeline support oil or gas well? YES NO If yes, advise distance the well is from railway property _____

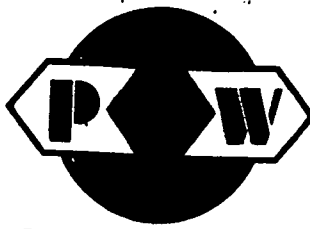
Name of well _____

Attached to this sheet is a location plan and detail sketch. Sketch shows tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure. Please authorize us to proceed with this installation or advise what changes are necessary to meet your specifications.

Michael [Signature]
 SIGNATURE

CITY ENGINEER
 TITLE

503-570-1565
 TELEPHONE



a Genesee & Wyoming Company

PROJECT INFORMATION SHEET

Proposed time period of project: Start December 2005 Finish April 2006

Will there be any activity, materials, vehicles or equipment within 50 feet of a railroad track in connection with your project? Yes No (If "yes," Railroad protective insurance may be required)

Within 25 feet? Yes No (If "yes," a Railroad flagman will be required)

Will any excavation be involved? Yes No (If "yes," please include shoring plans in compliance with attached Railroad standards)

CONTRACTOR INFORMATION: If a contractor is being used on this project please complete the following questions:

Name of contracting company for this project: _____

Name & title of contractor's contact person for this project: _____

Contractor's mailing address: _____

Contractor's street address: _____

Type of organization (i.e., corporation, partnership, individual): _____

Incorporated or organized under the laws of the state of _____

Contractor's telephone number: () _____ Fax: () _____

DO NOT SEND MONEY AT THIS TIME

Starting to Work: This form is for informational purposes only and does not authorize you to enter onto the right of way property for any purpose. Permission to proceed is contingent on ODOT and Railroad approval after:

1. You have in your possession a Right of Entry agreement that has been signed by all parties authorizing the work to be performed;
2. All fees have been paid;
3. You have furnished to ODOT and the Railroad an insurance certificate naming the Oregon Department of Transportation, Rail Division, and the Portland & Western Railroad, Inc., as additional insurers;
4. You have called, notified and received clearance from the Oregon Utility Notification Center (800) 332-2344; and
5. You have arranged for railroad flagging protection, if required, through the railroad representative provided by the railroad. Normal handling time to prepare and return an agreement runs between 30-45 days. Please allow sufficient time to handle your request. Any changes to the terms of the agreement are subject to ODOT and Railroad approval.

LEASE AUDIT NO.: 4128

RELMIS: 3E-41.60

MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 18th day of November, 2005 ("Effective Date"), by and between **PORTLAND & WESTERN RAILROAD, INC.**, a New York corporation ("Railroad"), and the **CITY OF WILSONVILLE**, an Oregon municipality, whose address is 30000 SW Town Center Loop East, Wilsonville, OR 97070 ("Permittee").

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5. Upon execution hereof, Permittee shall pay Railroad a nonrefundable, one-time fee of **Six Hundred Fifty and No/100 Dollars (\$650.00)** to defray cost of handling.
6. Upon execution hereof, Permittee also shall pay to Railroad a nonrefundable, one-time fee of **Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00)** as consideration for Railroad's consent and this Agreement. Any renewal or extension of this Agreement as may be later agreed to by the parties in writing shall be subject to additional fee(s) as then determined by Railroad.
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Permittee shall cooperate with Railroad in making any tests it requires of any installation or condition, which in its judgment may have adverse effect on any of the facilities of Railroad. All costs incurred by the tests, or any corrections thereafter, shall be borne by Permittee.

8. Permittee agrees to and shall indemnify and hold harmless Railroad, its officers, agents and employees from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind (including reasonable attorneys' fees, court costs and other expenses related thereto) for injury to or death of a person or for loss of or damage to any property, arising out of or in connection with any work done, action taken or permitted by Permittee, its subcontractors, agents or employees under this Agreement. It is the express intention of the parties hereto, both Permittee and Railroad, that the indemnity provided for in this section indemnifies Railroad for the negligence of each, whether that negligence is active or passive, or is the sole or a concurring cause of the injury, death or damage; provided that said indemnity shall not protect Railroad from liability for death, injury or damage arising solely from the criminal actions of Railroad, its officers, agents and employees.
9. If Permittee makes default in respect to any covenant or condition on Permittee's part hereunder and fails to correct such default within thirty (30) days' after receipt of notice from Railroad so to do, Railroad may forthwith terminate this Agreement by notice to Permittee. Upon termination or expiration of this Agreement, Permittee shall remove the structure and appurtenances to Railroad's satisfaction, failing which Railroad may arrange to do so at Permittee's expense
10. Permittee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and waste and air quality, and furnish satisfactory evidence of such compliance upon request of Railroad.

Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the premises covered hereunder as a result of Permittee's use, presence, operations or exercise of the rights granted hereunder, Permittee shall immediately notify Railroad and shall, at Permittee's expense, be obligated to clean all property affected thereby, whether owned or controlled by Railroad, the State or any third persons to the

satisfaction of Railroad (insofar as the property owned or controlled by Railroad is concerned) and any governmental body having jurisdiction in the matter. Railroad may, at its option, clean the premises; if Railroad elects to do so, Permittee shall pay Railroad the cost of such cleanup promptly upon the receipt of a bill therefor. Permittee agrees to release, indemnify and defend Railroad from and against all liability, cost and expense (including, without limitation, any fines, penalties, judgments, litigation costs and attorney fees) incurred by Railroad as a result of Permittee's breach of this section, or as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during the time this Agreement is in effect or thereafter, unless such liability, cost or expense is proximately caused solely and exclusively by the active negligence of Railroad, its officers, agents or employees.

11. No work on the premises shall be commenced by any contractor for Permittee until such contractor has entered into Railroad's standard Contractor's Right of Entry agreement covering such work.
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13. Permittee shall pay in full all persons who perform labor on said premises for Permittee, and will not suffer any mechanics' or materialmen's liens to be enforced against the premises for work done or materials furnished at Permittee's insistence or request. If any such liens are filed thereon, Permittee agrees to remove the same at Permittee's own cost and expense and to pay any judgment, which may be entered thereon or thereunder. Should Permittee fail, neglect or refuse so to do, Railroad shall have the right to pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Permittee shall be liable to Railroad for all costs, damages, and reasonable attorney fees, and any amounts expended in defending any proceedings or in the payment of any said liens or any judgment obtained therefore.
14. The structure shall be installed in accordance with minimum requirements of Exhibit B, attached and made a part hereof.
15. Neither termination nor expiration of this Agreement will release Permittee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the structure and appurtenances are removed and the premises are restored to Railroad's satisfaction.
16. It is the intention of the parties that the State is a third party beneficiary of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate the day and year first hereinabove written.

RAILROAD:

By: _____
Its: VP-Engineering

PERMITTEE:

By: _____
Its: _____



APPLICATION FOR PIPELINE CROSSING OR LONGITUDINAL

3E-PR/PX-00179/41

**OREGON DEPARTMENT OF TRANSPORTATION
RAIL DIVISION
555 13TH STREET NE STE 3
SALEM OR 97301-4179**

DATE 10/28/2005
APPLICANT TAX ID NO./SSN

LEGAL NAME OF COMPANY OR MUNICIPALITY WHO WILL OWN THE PIPELINE City of Wilsonville		STATE IN WHICH INCORPORATED Oregon
IF NOT INCORPORATED, CORRECT NAME OF OWNERS OR ALL PARTNERS (ATTACH SEPARATE SHEET IF NEEDED)		
MAILING ADDRESS 3000 SW Town Center Loop East	CITY, STATE AND ZIP CODE Wilsonville, OR 97070	TELEPHONE NUMBER 503-682-4960
LOCATION OF PROPOSED CROSSING NW 1/4 SEC 14 TWSP 3S RNG 1W W.M. MP 41.6 +		
NAME OF NEAREST TOWN ON RAILROAD City of Wilsonville	COUNTY Clackamas	STATE Oregon
NAME OF NEAREST ROADWAY CROSSING RAILROAD Boeckman Road	CROSSING WITHIN LIMITS OF PUBLIC ROAD OR STREET <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Contents to be handled through pipe

Length of pipe on Railroad Co. property

(Plastic pipe must be encased full width of right of way)

Inside diameter of pipe

Pipe material

Specification & Grade (Min yield strength casing is 35,000 psi)

Wall Thickness (Misc. wall thickness of casing pipe under 14in. 0.188 in. E-80 Loading)

Actual Working Pressure

Type of Joint (mechanical or welded type)

Longitudinal Joint Factor

Coating

Distance Base of rail to top of pipe

(Flammable contents, steam, water or non-flammable-min 5 1/2 ft.
Under main track.) (Uncased gaseous products - min 10 ft under track)

Minimum ground cover on Railroad Co. property (min. 3 ft.)

Cathodic protection casing -(Flammable substance)

CARRIER	CASING
Power, Tele, TV	-----
60 ft.	60 ft.
-----	-----
2", 3", 4" & 6"	24"
PVC	Steel
Sch. 40 PVC	35,000 PSI
0.25 in.	0.41 in.
-	-
glued	welded
-	-
None	Coal tar epox
8'4"	8'
8' 4"	8'
No	No

Type of insulators or supports _____ SIZE _____ SPACE _____

Number of Vents (Flammable substance require 2 vents) _____ SIZE _____ HEIGHT ABOVE GROUND _____

Method of crossing: JACKING TRENCH _____ DRY BORE ONLY _____

(If trenched, railroad furnish flagman at applicant's expense) (If bored or jacked - Jacking Pit location minimum 30 ft. from centerline of nearest track) Pit must not be open more than 48 hours. Also, it must be protected when not in use.

Does pipeline support oil or gas well? YES NO If yes, advise distance the well is from railway property _____

Name of well _____

Attached to this sheet is a location plan and detail sketch. Sketch shows tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure. Please authorize us to proceed with this installation or advise what changes are necessary to meet your specifications.

SIGNATURE

CITY ENGINEER
TITLE

503-570-1565
TELEPHONE



APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE RAILROAD RIGHT OF WAY

PERMIT NUMBER

3E-PR PX-00179 41.6C

APPLICANT NAME AND ADDRESS City of Wilsonville 30000 SW Towncenter Loop East Wilsonville, OR 97070		PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)	
		<input type="checkbox"/> POLE LINE	TYPE MIN. VERT. CLEARANCE
		<input checked="" type="checkbox"/> BURIED CABLE	TYPE Power, Telephone & Cable TV
RAILROAD NAME AND BRANCH DESIGNATION Portland and Western Railroad		<input type="checkbox"/> PIPE LINE	TYPE
ADDRESS 650 Hawthorne Ave. SE, Suite 220 Salem, OR 97301		<input type="checkbox"/> OTHER <input type="checkbox"/> NON-COMMERCIAL SIGN	
MILEPOST NUMBER 41.6	COUNTY Clackamas	<input type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW	
NEAREST STATION OR LANDMARK Wilsonville		BOND REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT OF BOND
OCCUPANCY DATES FROM TO December 2005 April 2006		INSURANCE <input type="checkbox"/> YES <input type="checkbox"/> NO	SPECIFIED COMP. DATE
MILE POST TO MILE POST	DETAIL LOCATION OF FACILITY (For more space attach additional sheets.) See Attached Sketches.		

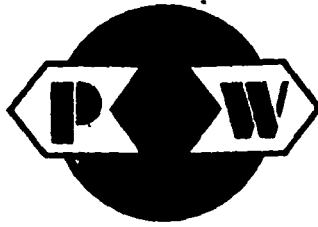
DESCRIPTION AND LOCATION OF SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES

SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)

1. THERE IS A \$100 NON-REFUNDABLE APPLICATION FEE. PLEASE RETURN THE APPLICATION, WITH PROJECT PLANS OR DRAWINGS, AND A CHECK MADE PAYABLE TO "OREGON DEPARTMENT OF TRANSPORTATION RAIL DIVISION" TO: OREGON DEPARTMENT OF TRANSPORTATION RAIL DIVISION, 555 13TH STREET NE STE 3, SALEM OREGON 97301-4179
2. TRAIN CONTROL REQUIRED, UNLESS OTHERWISE DIRECTED BY OPERATING RAILROAD.
3. AT LEAST 48 DAYS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE RAILROAD REPRESENTATIVE AT TELEPHONE NUMBER: (503) 365-7717 EXT. 109
4. A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
5. ORS 757.54 TO 757.571 REQUIRES EXCAVATORS TO LOCATE AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. YOU MAY BE HELD LIABLE FOR DAMAGES. CALL FOR UTILITY LOCATES. CALL BEFORE YOU DIG. 1-800-332-2344
6. APPLICANT SHALL INDEMNIFY AND HOLD THE STATE HARMLESS FROM ALL COSTS, LIABILITY, DAMAGES OR FEES CAUSED BY THE OCCUPANCE OR USE OF THE PROPERTY BY APPLICANT, OR BY ANY IMPROVEMENTS LEFT OR CONTAMINATION DEPOSITED ON THE PROPERTY DURING APPLICANT'S OCCUPANCY.
7. APPLICANT COVENANTS AND WARRANTS THAT NO LIENS OR JUDGEMENTS SHALL ATTACH AS A RESULT OF APPLICANT'S ACTIVITIES UPON OR OCCUPANCY OF THE PROPERTY, AND APPLICANT SHALL INDEMNIFY AND HOLD STATE HARMLESS THEREFROM.

COMMENTS

APPLICANT X	APPLICATION DATE 10/28/2005	TITLE City Engineer	TELEPHONE NO. 503-682-4960
ODDY RAIL DIVISION X	DATE 11/14/05		



a Genesee & Wyoming Company

PROJECT INFORMATION SHEET

Proposed time period of project: Start December 2005 Finish April 2005

Will there be any activity, materials, vehicles or equipment within 50 feet of a railroad track in connection with your project? Yes No (If "yes," Railroad protective insurance may be required)

Within 25 feet? Yes No (If "yes," a Railroad flagman will be required)

Will any excavation be involved? Yes No (If "yes," please include shoring plans in compliance with attached Railroad standards)

CONTRACTOR INFORMATION: If a contractor is being used on this project please complete the following questions:

Name of contracting company for this project: _____

Name & title of contractor's contact person for this project: _____

Contractor's mailing address: _____

Contractor's street address: _____

Type of organization (i.e., corporation, partnership, individual): _____

Incorporated or organized under the laws of the state of _____

Contractor's telephone number: () _____ Fax: () _____

DO NOT SEND MONEY AT THIS TIME

Starting to Work: This form is for informational purposes only and does not authorize you to enter onto the right of way property for any purpose. Permission to proceed is contingent on ODOT and Railroad approval after:

1. You have in your possession a Right of Entry agreement that has been signed by all parties authorizing the work to be performed;
2. All fees have been paid;
3. You have furnished to ODOT and the Railroad an insurance certificate naming the Oregon Department of Transportation, Rail Division, and the Portland & Western Railroad, Inc., as additional insurers;
4. You have called, notified and received clearance from the Oregon Utility Notification Center (800) 332-2344; and
5. You have arranged for railroad flagging protection, if required, through the railroad representative provided by the railroad. Normal handling time to prepare and return an agreement runs between 30-45 days. Please allow sufficient time to handle your request. Any changes to the terms of the agreement are subject to ODOT and Railroad approval.

Portland & Western Railroad, Inc.

650 Hawthorne Ave. SE, Ste 220 Salem, OR 97301 503-365-7717 FAX 503-365-7787

**PERMITEE
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of this 18th day of November, 2005, by and between **PORTLAND & WESTERN RAILROAD COMPANY**, a New York corporation (hereinafter referred to as the "Railroad"); the **CITY OF WILSONVILLE**, an Oregon municipality, to be addressed at 30000 SW Town Center Loop East, Wilsonville, OR 97070 (hereinafter the "Permitee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1. DEFINITION OF PERMITEE

For purposes of this agreement, all references in this agreement to the Permitee shall include the Permitee's officers, supervisors, agents, and employees, and others acting under its or their authority.

ARTICLE 2. RIGHT GRANTED; PURPOSE

The Railroad hereby grants to the Permitee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property in the vicinity of Mile Post 3E-41.60, Oregon Electric District, at or near Wilsonville Station, as shown on the attached permit numbers 3E-PR/PX-00178/41.60 and 3E-PR/PX-00179/41.60 for the purpose of inspection and supervision of work. The right herein granted to Permitee is limited to those portions of the Railroad's property specifically described herein, or designated by the Railroad representative named in Article 4.

ARTICLE 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND B-1

The terms and conditions contained in Exhibits B and B-1, heretoattached, are hereby made a part of this agreement.

ARTICLE 4. ALL EXPENSES TO BE BORNE BY PERMITEE; RAILROAD REPRESENTATIVE

The Permitee shall bear any and all costs and expenses associated with any work performed by the Permitee. All work performed by Permitee on Railroad's property shall be performed in a manner satisfactory to the respective local Vice President of Engineering or his authorized representative (hereinafter the Railroad Representative).

ARTICLE 5. ADMINISTRATIVE HANDLING CHARGE

Upon execution and delivery of this Permitee's Agreement, the Permitee shall pay to the Railroad an administrative handling charge of **SIX HUNDRED FIFTY DOLLARS (\$650.00)**.

ARTICLE 6. TERM; TERMINATION

- a). The grant of right herein made to Permitee shall commence on _____, and continue until _____, unless sooner terminated as herein provided, or at such time as Permitee has completed its work on Railroad's property, whichever is earlier. Permitee agrees to notify the railroad Representative in writing when it has completed its work on Railroad property.
- b). This agreement may be terminated by either party on one (1) day's written notice to the other party.

ARTICLE 7. CERTIFICATE OF INSURANCE

a). Before commencing any work, the Permittee will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit B-1 of this agreement in a policy which contains the following type of endorsement:

Portland & Western Railroad Company, is named as additional insured with respect to all liabilities arising out of Insured's, as Permittee, performance of any work on the property of the Railroad.

b). Permittee warrants that this agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

c). All insurance correspondence shall be directed to:

Lease No. 4127 & 4128
Portland & Western Railroad Company, Document Custody
650 Hawthorne Ave. SE, Ste 220 Salem, Oregon 97301

ARTICLE 8. ENFORCEABILITY; CHOICE OF FORUM; CHOICE OF FORUM

This Agreement shall be governed, construed, and enforced in accordance with the laws of the state of Oregon. Litigation arising out of or connected with this agreement may be instituted and maintained in the courts of Oregon only, and parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and to service of process issued by such courts.

ARTICLE 9. RAILROAD FLAGMAN; WHEN REQUIRED; FLAGGING CHARGES

No work of any kind shall be performed, and no person equipment, machinery, tool(s) material(s) vehicles(s) or thing(s) shall be located operated, placed, or stored within 25 feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains, pursuant to the terms of the attached Exhibit B. All expenses connected with the furnishing of said flagman shall be at the sole cost and expense of the Permittee, who shall promptly pay all charges connected therewith, within 30 days after presentation of a bill therefore. The rate of pay per Railroad flagman is seventy-five dollars (\$75.00) per hour.

Arrangements for flagging are to be made at least seventy-two (72) hours in advance of commencing work by contacting Mr. Dennis Hannahs, by telephone at (503) 365-7717 Ext-113 Fax (503) 365-7787

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as the date first herein written.

PORTLAND & WESTERN RAILROAD COMPANY

By _____
Its: VP-Engineering

WITNESS: _____
(Name of Permittee)

_____ X _____
Its: _____



3E-PR/PX-00178/41.6

APPLICATION FOR PIPELINE CROSSING OR LONGITUDINAL

OREGON DEPARTMENT OF TRANSPORTATION
RAIL DIVISION
555 13TH STREET NE STE 3
SALEM OR 97301-4179

DATE	10/28/2005
APPLICANT TAX ID NO./SSN	

LEGAL NAME OF COMPANY OR MUNICIPALITY WHO WILL OWN THE PIPELINE City of Wilsonville		STATE IN WHICH INCORPORATED Oregon
IF NOT INCORPORATED, CORRECT NAME OF OWNERS OR ALL PARTNERS (ATTACH SEPARATE SHEET IF NEEDED)		
MAILING ADDRESS 30000 SW Towncenter Loop East	CITY, STATE AND ZIP CODE Wilsonville, OR 97070	TELEPHONE NUMBER 503-682-4960
LOCATION OF PROPOSED CROSSING NW 1/4 SEC 14 TWSP 3S RNG 1 W W.M. MP 41.6 +		
NAME OF NEAREST TOWN ON RAILROAD City of Wilsonville	COUNTY Clackamas	STATE Oregon
NAME OF NEAREST ROADWAY CROSSING RAILROAD Boeckman Road	CROSSING WITHIN LIMITS OF PUBLIC ROAD OR STREET <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Contents to be handled through pipe

Length of pipe on Railroad Co. property

(Plastic pipe must be encased full width of right of way)

Inside diameter of pipe

Pipe material

Specification & Grade (Min yield strength casing is 35,000 psi)

Wall Thickness (Misc. wall thickness of casing pipe under 14in. 0.188 in. E-80 Loading)

Actual Working Pressure

Type of Joint (mechanical or welded type)

Longitudinal Joint Factor

Coating

Distance Base of rail to top of pipe

(Flammable contents, steam, water or non-flammable-min 5 1/2 ft.
Under main track.) (Uncased gaseous products - min 10 ft under track)

Minimum ground cover on Railroad Co. property (min. 3 ft.)

Cathodic protection casing -(Flammable substance)

CARRIER	CASING
Water	-----
60 ft.	60 ft.
-----	-----
24 in.	36 in.
Ductile Iron	Steel
Class 51	35,000 psi
0.41 in.	0.48 in.
100 psi	
mechanical	welded
None	Coal Tar Epox
5'9"	5'6"
5'9"	5'6"
No	No

Type of insulators or supports HDPE Plastic SIZE 4in X 4in SPACE 5 ft. max

Number of Vents (Flammable substance require 2 vents) _____ SIZE _____ HEIGHT _____

Method of crossing: JACKING X TRENCH _____ DRY BORE ONLY _____

(If trenched, railroad furnish flagman at applicant's expense) (If bored or jacked - Jacking Pit location minimum 30 ft. from centerline of nearest track) Pit must not be open more than 48 hours. Also, it must be protected when not in use.

Does pipeline support oil or gas well? YES NO If yes, advise distance the well is from railway property _____

Name of well _____

Attached to this sheet is a location plan and detail sketch. Sketch shows tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure. Please authorize us to proceed with this installation or advise what changes are necessary to meet your specifications.

Michael S. ...
SIGNATURE

CITY ENGINEER
TITLE

503-570-1565
TELEPHONE



APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE RAILROAD RIGHT OF WAY

PERMIT NUMBER

3E-PRPX-00179 41.6C

APPLICANT NAME AND ADDRESS City of Wilsonville 30000 SW Towncenter Loop East Wilsonville, OR 97070		PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)	
		<input type="checkbox"/> POLE LINE	TYPE MIN. VERT. CLEARANCE
		<input type="checkbox"/> BURIED CABLE	TYPE
RAILROAD NAME AND BRANCH DESIGNATION Portland and Western Railroad		<input checked="" type="checkbox"/> PIPE LINE	TYPE Water
ADDRESS 650 Hawthorne Ave. SE, Suite 220 Salem, OR 97301		<input type="checkbox"/> OTHER <input type="checkbox"/> NON-COMMERCIAL SIGN	
MILEPOST NUMBER 41.6	COUNTY Clackamas	<input type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW	
NEAREST STATION OR LANDMARK Wilsonville		BOND REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT OF BOND
OCCUPANCY DATES FROM TO December 2005 April 2006		INSURANCE <input type="checkbox"/> YES <input type="checkbox"/> NO	SPECIFIED COMP. DATE
MILE POST TO MILE POST 41.6	DETAIL LOCATION OF FACILITY (For more space attach additional sheets.) See Attached Sketches		

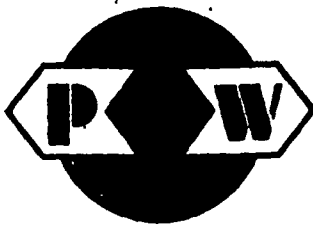
DESCRIPTION AND LOCATION OF SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES

SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)

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2. TRAIN CONTROL REQUIRED, UNLESS OTHERWISE DIRECTED BY OPERATING RAILROAD.
3. AT LEAST 48 DAYS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE RAILROAD REPRESENTATIVE AT TELEPHONE NUMBER: (503) 365-7717 EXT. 109
4. A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.
5. ORS 757.54 TO 757.571 REQUIRES EXCAVATORS TO LOCATE AND PROTECT ALL EXISTING UNDERGROUND UTILITIES. YOU MAY BE HELD LIABLE FOR DAMAGES. CALL FOR UTILITY LOCATES. CALL BEFORE YOU DIG. 1-800-332-2344
6. APPLICANT SHALL INDEMNIFY AND HOLD THE STATE HARMLESS FROM ALL COSTS, LIABILITY, DAMAGES OR FEES CAUSED BY THE OCCUPANCE OR USE OF THE PROPERTY BY APPLICANT, OR BY ANY IMPROVEMENTS LEFT OR CONTAMINATION DEPOSITED ON THE PROPERTY DURING APPLICANT'S OCCUPANCY.
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COMMENTS

APPLICANT X <i>[Signature]</i>	APPLICATION DATE 10/28/2005	TITLE City Engineer	TELEPHONE NO. 503-682-4960
ODOT RAIL DIVISION X <i>[Signature]</i> 734-3457R13-041	DATE 11/14/05		



a Genesee & Wyoming Company

PROJECT INFORMATION SHEET

Proposed time period of project: Start December 2005 Finish April 2006

Will there be any activity, materials, vehicles or equipment within 50 feet of a railroad track in connection with your project? Yes No (If "yes," Railroad protective insurance may be required)

Within 25 feet? Yes No (If "yes," a Railroad flagman will be required)

Will any excavation be involved? Yes No (If "yes," please include shoring plans in compliance with attached Railroad standards)

CONTRACTOR INFORMATION: If a contractor is being used on this project please complete the following questions:

Name of contracting company for this project: _____

Name & title of contractor's contact person for this project: _____

Contractor's mailing address: _____

Contractor's street address: _____

Type of organization (i.e., corporation, partnership, individual): _____

Incorporated or organized under the laws of the state of _____

Contractor's telephone number: () _____ Fax: () _____

DO NOT SEND MONEY AT THIS TIME

Starting to Work: This form is for informational purposes only and does not authorize you to enter onto the right of way property for any purpose. Permission to proceed is contingent on ODOT and Railroad approval after:

1. You have in your possession a Right of Entry agreement that has been signed by all parties authorizing the work to be performed;
2. All fees have been paid;
3. You have furnished to ODOT and the Railroad an insurance certificate naming the Oregon Department of Transportation, Rail Division, and the Portland & Western Railroad, Inc., as additional insurers;
4. You have called, notified and received clearance from the Oregon Utility Notification Center (800) 332-2344; and
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Portland & Western Railroad, Inc.

650 Hawthorne Ave. SE, Ste 220 Salem, OR 97301 503-365-7717 FAX 503-365-7787



APPLICATION FOR PIPELINE CROSSING OR LONGITUDINAL

3E-PR/RX-0017A/41

OREGON DEPARTMENT OF TRANSPORTATION
RAIL DIVISION
555 13TH STREET NE STE 3
SALEM OR 97301-4179

DATE 10/28/2005
APPLICANT TAX ID NO./SSN

LEGAL NAME OF COMPANY OR MUNICIPALITY WHO WILL OWN THE PIPELINE City of Wilsonville		STATE IN WHICH INCORPORATED Oregon
IF NOT INCORPORATED, CORRECT NAME OF OWNERS OR ALL PARTNERS (ATTACH SEPARATE SHEET IF NEEDED)		
MAILING ADDRESS 30000 SW Town Center Loop East	CITY, STATE AND ZIP CODE Wilsonville, OR 97070	TELEPHONE NUMBER 503-682-4960
LOCATION OF PROPOSED CROSSING NW 1/4 SEC 14 TWSP 3S RNG 1W W.M. MP 41.6 +		
NAME OF NEAREST TOWN ON RAILROAD City of Wilsonville	COUNTY Clackamas	STATE Oregon
NAME OF NEAREST ROADWAY CROSSING RAILROAD Boeckman Road	CROSSING WITHIN LIMITS OF PUBLIC ROAD OR STREET <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Contents to be handled through pipe

Length of pipe on Railroad Co. property

(Plastic pipe must be encased full width of right of way)

Inside diameter of pipe

Pipe material

Specification & Grade (Min yield strength casing is 35,000 psi)

Wall Thickness (Misc. wall thickness of casing pipe under 14in. 0.188 in. E-80 Loading)

Actual Working Pressure

Type of Joint (mechanical or welded type)

Longitudinal Joint Factor

Coating

Distance Base of rail to top of pipe

(Flammable contents, steam, water or non-flammable-min 5 1/2 ft.
Under main track.) (Uncased gaseous products - min 10 ft under track)

Minimum ground cover on Railroad Co. property (min. 3 ft.)

Cathodic protection casing -(Flammable substance)

CARRIER	CASING
Power, Tele, TV	-----
60 ft.	60 ft.
-----	-----
2", 3", 4" & 6"	24"
PVC	Steel
Sch. 40 PVC	35,000 PSI
0.25 in.	0.41 in.
-	-
glued	welded
-	-
None	Coal tar epox
8'4"	8'
8' 4"	8'
No	No

Type of insulators or supports _____ SIZE _____ SPACE _____

Number of Vents (Flammable substance require 2 vents) _____ SIZE _____ HEIGHT ABOVE GROUND _____

Method of crossing: JACKING TRENCH _____ DRY BORE ONLY _____

(If trenched, railroad furnish flagman at applicant's expense) (If bored or jacked - Jacking Pit location minimum 30 ft. from centerline of nearest track) Pit must not be open more than 48 hours. Also, it must be protected when not in use.

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Attached to this sheet is a location plan and detail sketch. Sketch shows tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure. Please authorize us to proceed with this installation or advise what changes are necessary to meet your specifications.

SIGNATURE

CITY ENGINEER
TITLE

503-570-1965
TELEPHONE



APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE RAILROAD RIGHT OF WAY

PERMIT NUMBER

3E-PR PX-00179 41.6C

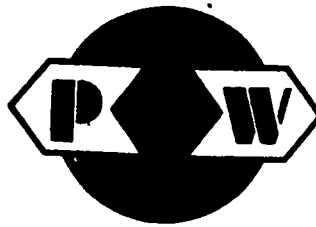
APPLICANT NAME AND ADDRESS City of Wilsonville 30000 SW Towncenter Loop East Wilsonville, OR 97070		PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)	
		<input type="checkbox"/> POLE LINE	TYPE MIN. VERT. CLEARANCE
		<input checked="" type="checkbox"/> BURIED CABLE	TYPE Power, Telephone & Cable TV
RAILROAD NAME AND BRANCH DESIGNATION Portland and Western Railroad		<input type="checkbox"/> PIPE LINE	TYPE
ADDRESS 650 Hawthorne Ave. SE, Suite 220 Salem, OR 97301		<input type="checkbox"/> OTHER <input type="checkbox"/> NON-COMMERCIAL SIGN	
MILEPOST NUMBER 41.6	COUNTY Clackamas	<input type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW	
NEAREST STATION OR LANDMARK Wilsonville		BOND REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT OF BOND
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ODOT RAIL DIVISION X <i>[Signature]</i>	DATE 11/14/05		



a Genesee & Wyoming Company

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Contractor's street address: _____

Type of organization (i.e., corporation, partnership, individual): _____

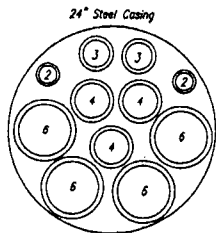
Incorporated or organized under the laws of the state of _____

Contractor's telephone number: () _____ Fax: () _____

DO NOT SEND MONEY AT THIS TIME

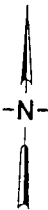
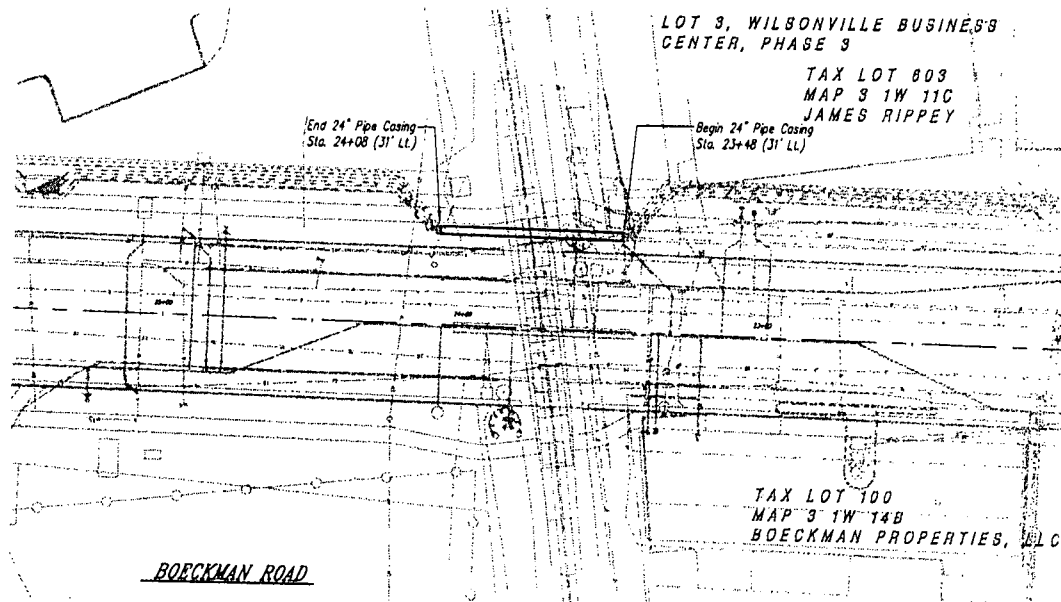
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5. You have arranged for railroad flagging protection, if required, through the railroad representative provided by the railroad. Normal handling time to prepare and return an agreement runs between 30-45 days. Please allow sufficient time to handle your request. Any changes to the terms of the agreement are subject to ODOT and Railroad approval.



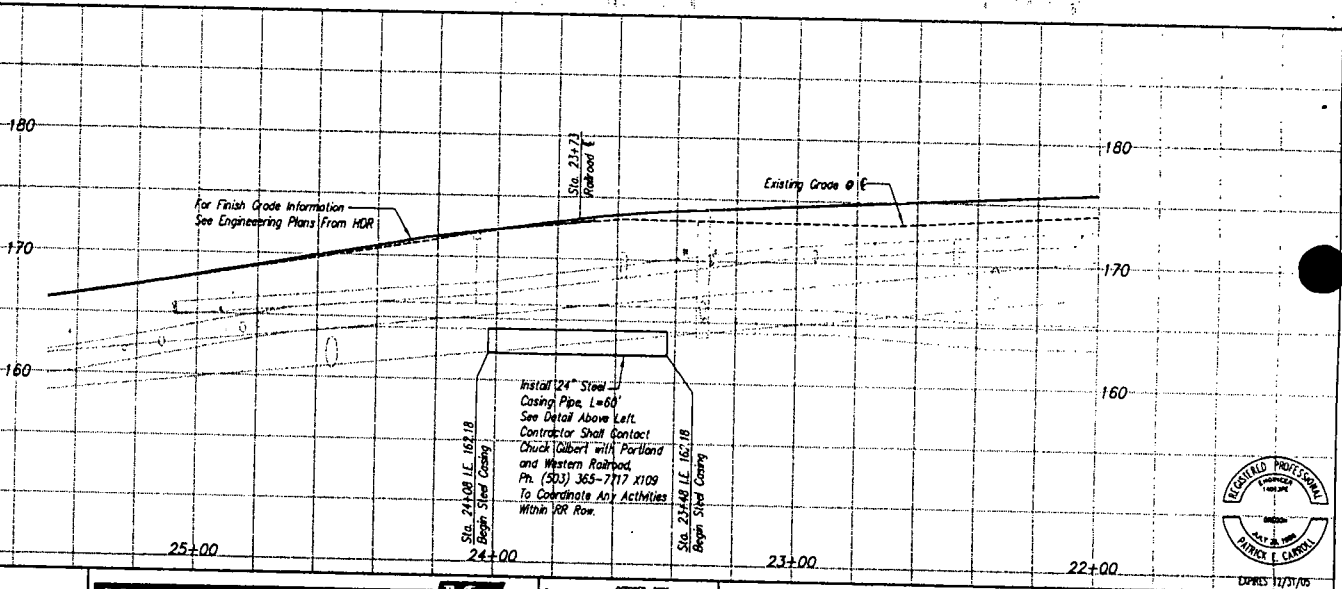
- 2 - 2" P.V.C. (Conduit)
- 2 - 3" P.V.C. (Interconnect)
- 1 - 4" P.V.C. (POC)
- 4 - 6" P.V.C. (POC)

JOINT UTILITY CASING DETAIL
NO SCALE



GENERAL NOTES

1. Contractor Shall Provide For Two-Way Traffic Through The Limits of The Project At All Times. Flaggers Are Not Present. The Minimum Allowable Lane Width Shall Be 11 ft.
2. Contractor May Restrict Traffic To One-Way During Times When Flaggers Are Present.
3. Contractor Shall Provide, and Be Solely Responsible For Protection Around The Bore Pits At All Times.
4. All Existing Utilities Shown On Profile Are At Approximate Locations.



Install 24" Steel Casing Pipe, L=60' See Detail Above Left. Contractor Shall Contact Chuck Gilbert with Portland and Western Railroad, Ph. (503) 365-7717 X109 To Coordinate Any Activities Within ROR Row.



DATE PLOTTED: OCT 11, 2005 - 11:52am PLOT DEVICE: PLOT_01 [141107] [14117] [14220] [14063] [1425] [14060] [1406] [1406] [1406] [1406] [1406] [1406]

REVISIONS	REVISIONS

Mackay & Sposito, Inc.
ENGINEERS SURVEYORS PLANNERS
1000 NW TECH CENTER DRIVE, SUITE 140
PORTLAND, OREGON 97208
503.253.1111 503.253.1170 503.253.1171 FAX 503.253.1172

Date: OCTOBER 2005
Drawn By: NOT TO SCALE
Designed By: ESCOBEDO
Checked By: ESCOBEDO

IMPROVEMENT PLANS
BOECKMAN ROAD-CONDUIT
STA. 22+00.00 TO STA. 25+50.00
CITY OF WILSONVILLE

Job Number: 14,181
Sheet: 1 of 1
DATE: 11/31/05

EXHIBIT B
PERMITTEE'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK-FLAGGING

Permittee agrees to notify the Railroad Representative at least 48 hours in advance of Permittee commencing its work and at least 24 hours in advance of proposed performance of any work by Permittee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of notice the Railroad Representative will determine and inform Permittee whether a flagman will be present and whether Permittee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Permittee's expense with the understanding that if the Railroad provides any flagging or other services Permittee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2. NO INTERFERENCE WITH RAILROAD'S OPERATION

No work performed by Permittee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by Permittee at any time that would in any manner impair the safety thereof. When not in use, Permittee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

Section 3. MECHANIC'S LIENS

Permittee shall pay in full all persons who perform labor or provide materials for the work to be performed by Permittee. Permittee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of the Railroad for any such work performed. Permittee shall indemnify and hold harmless the Railroad from and against and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS

- a). Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Permittee shall telephone the Railroad at 1-800-800-2203 to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by Permittee. If it is, Permittee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Permittee's expense, and will commence no work on the right of way until all such protection or relocation has been accomplished.

- b). In addition to other indemnity provisions in this Agreement Permittee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Permittee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Permittee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 5. COMPLIANCE WITH LAWS

In the prosecution of the work covered by this Agreement, Permittee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. Permittee shall use only such methods as are consistent with safety, both as concerns Permittee, Permittee's agents and employees, the officers, agents and employees, and property of the Railroad and the public in general. Permittee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by Permittee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, Permittee shall reimburse and indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. Permittee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

Section 6. SAFETY INSTRUCTIONS

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by Permittee (and not by way of limitation), the following special safety rules shall be followed:

- a). Permittee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. Permittee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. Permittee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. Permittee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of work by the employee.
- b). The employees of Permittee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective work boots and at least the following protective equipment
 - (1) Protective headgear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Permittee's or subcontractor's company logo or name;
 - (2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and
 - (3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.
- c). All heavy equipment provided or leased by Permittee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Permittee's or any of its subcontractor's equipment is unsafe for use on the Railroad's right-of-way, Permittee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

Section 7. INDEMNITY

- a). As used in this Section, "Railroad" includes its officers, agents, and employees and other railroad companies using the Railroad's property at or near the location of Permittee's installation and their officers,

agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, Permittee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Permittee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

- b). As a major inducement and in consideration of the license and permission herein granted, Permittee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the agreement or the failure to observe the health and safety provisions herein, or any activity, omission or negligence arising out of performance or nonperformance of this Agreement.
- c). Permittee shall maintain whatever insurance coverage is necessary to adequately underwrite its general and contractual liability under the terms of this Agreement.

Section 8. RESTORATION OF PROPERTY

In the event the Railroad authorizes Permittee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Permittee, then in that event Permittee shall, as soon as possible and at Permittee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed.

Section 9. WAIVER OF BREACH

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Permittee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

Section 10. ASSIGNMENT - SUBCONTRACTING

Permittee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives Permittee permission to all or any portion of the work herein described, Permittee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

EXHIBIT B-1
Permitee Right of Entry Agreement
Contract Insurance Requirements

Permitee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- a) General Liability insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. This insurance shall contain broad form contractual liability with a separate general aggregate for the project (ISO Form CG 25 03 or equivalent), Broad Form Property Damage, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Licensee's obligation to Railroad in the Agreement. If coverage is purchased on a "claims made" basis it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Agreement be cancelled.
- b) Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Licensee's obligation to Railroad in the Agreement.
- c) Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employer's Liability. Also compliance with all laws of states which require participation in their state worker' compensation fund.
- d) Railroad Protective Liability Insurance naming Railroad as insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy form shall be AAR-AASHTO with broad form coverage for "Physical Damage to Property" (ISO Form GL 00 30) and include pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 28 31 or equivalent). If the Lloyd's, London policy form is used, limits shall be \$3,000,000 per occurrence with a \$9,000,000 aggregate and the Extended Claims Made Date shall be determined by adding the length of original policy period plus one year to the policy expiration date.

The Licensee hereby waives its right to subrogation, as respects the above insurance policy (ies), against Railroad for payments made to or on behalf of employees of Licensee or its agents and for loss of its owned or leased property or property under its care, custody and control while on or near Railroad's right-of way or other real property. Licensee's insurance shall be primary with respect to any insurance carried by Railroad.

Licensee shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Railroad in writing of any material alteration including any change in the retroactive date in any "claims made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

Permitee WARRANTS that this Agreement has been thoroughly reviewed by Permitee's insurance agents(s)/brokers(s), who have been instructed by Permitee to procure the insurance coverage required by this Agreement.

If Permitee fails to procure and maintain insurance as required, Railroad may elect to do so at the cost of Permitee.

The fact that insurance is obtained by Permitee shall not be deemed to release or diminish the liability of Permitee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.