

Grantor's Name & Address:

City of Portland
1120 SW 5th Ave, Suite 800
Portland OR 97204

Multnomah County Official Records
R Weldon, Deputy Clerk

2013-108777



\$66.00

01220230201301087770060068

08/08/2013 11:36:33 AM

Grantee's Name & Address:

Portland General Electric Company
Attn: Property Services
121 SW Salmon St, 1WTC-0401
Portland, OR 97204

1R-EASEMT

\$30.00 \$11.00 \$15.00 \$10.00

Pgs=6 Stn=22 ATWJH

ELECTRIC LINE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Portland (Grantor), a municipal corporation of the State of Oregon doing business through its Bureau of Environmental Services, in consideration of the sum of Two Thousand and no/100 Dollars (\$2,000.00), and other good and valuable consideration, to it paid by Portland General Electric Company (Grantee), an Oregon corporation, hereby conveys unto the Grantee, a non-exclusive easement for electric line purposes, over, under, upon and across the following described property (the Property), situated in the Multnomah County, State of Oregon, being a strip of land four (4) feet in width, extending two (2) feet on each side of a centerline more particularly described as follows (the "Easement Area"):

Situated in the Northwest quarter of Section 9, Township 1 North, Range 1 East, Willamette Meridian; Beginning at a point on the West right-of-way line of North Peninsular Avenue, a 70-foot-wide road; said point bears North 00°01'38" West 12.83 feet from the intersection of the said West right-of-way line and the centerline of North Trenton Street (Vacated); thence along said centerline South 89°58'22" West 20.00 feet to the terminus of said centerline. The above-described centerline is shown on P.G.E. Drawing P-10830, attached hereto, which by reference thereto is made a part hereof.

TERMS, CONDITIONS and COVENANTS

1. The non-exclusive rights granted herein are limited to the right to erect, operate, maintain, patrol, repair and rebuild an anchor wire, and all uses directly or indirectly necessary thereto, and for the ingress and egress necessary thereto. Any other use of the easement area requires written approval from Grantor.
2. The easement is granted in accordance with authority provided by City Council Ordinance No. 185487.
3. This easement is perpetual, unless surrendered or abandoned, at which time it may be terminated, with notice, at the Grantor's discretion.
4. Consideration provided for herein is accepted by Grantor as full compensation for the easement.

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5. The easement area will be cleared only to that extent reasonably necessary for construction, operation, maintenance and rebuilding purposes. Grantee shall conduct all activities under this easement in a manner that results in the least practicable temporary and permanent harm to the easement area and will be responsible for restoring damaged areas, if any, to the full satisfaction of Grantor.
6. Grantor will be provided with reasonable notice prior to commencement of construction, maintenance and rebuilding operations and reserves the right to require reasonable performance deposits for said construction, maintenance and rebuilding operations.
7. Grantor reserves for itself and others all rights not expressly conveyed hereunder, but will not exercise said rights in a manner which would result in encroachments that could interfere with or compromise Grantee's ability to exercise its rights under this easement. Notwithstanding rights reserved herein, Grantor shall not build or erect any structure or improvement upon, over or under the Property, except driveway or fence not to exceed 6 feet in height, without the prior written consent of PGE, which shall not be unreasonably withheld.
8. Grantee shall conduct all of its operations on the easement in strict compliance with all provisions of federal, state and local law and all provisions of the easement. Furthermore, Grantee shall maintain the easement area in a neat and orderly manner.
9. This Easement does not grant or convey to Grantee any fee ownership interest in any portion of Grantor's Property and Grantor shall remain responsible for all real property taxes. Grantee is responsible for payment of all taxes and property assessments, if any, applicable to Grantee's use of the easement which may be imposed upon Grantee in the future.
10. Upon the termination of this easement, Grantee shall return the easement to the Grantor in its original condition, free and clear of all liens and encumbrances arising by, through or under Grantee, its agents or subcontractors. Any machinery, equipment, tools, or materials that Grantee has not removed from the easement within sixty (60) days of termination shall become the property of the Grantor, or may be removed by the Grantor at Grantee's expense.
11. Grantee shall indemnify, defend and hold harmless the City and Bureau of Environmental Services, its officers, directors, agents and employees from (i) any and all liability, damages, expenses, attorneys fees, causes of action, suits, claims or judgments, actually and reasonably arising out of or connected with Grantee's use or occupancy of the easement. In addition to the indemnity provided above, Grantee agrees to indemnify, defend and hold harmless Grantor, its officers, directors, agents and employees from and against all damages, costs, liabilities, and expenses actually and reasonably caused by, arising out of, or connected with the handling, storage, discharge, transportation or disposal of hazardous or toxic wastes or substances, pollutants, oils, materials or contaminants, as those terms are defined by federal, state or local law or regulation, as amended from time to time, by or on behalf of Grantee on or about the easement. Grantee shall not have nor assume any responsibility for pre-existing environmental contamination of the Property or Easement nor for any environmental contamination of the Property or Easement not caused in whole or in part by Grantee

regardless of when such contamination occurs. Damages, costs, liabilities and expenses shall include any amounts claimed to be owed by any regulating and administering agency, Grantee shall not be required to indemnify, hold harmless or defend Grantor from any claim, damage, loss, liability, cost or expense to the extent arising out of or by reason of the negligence or willful misconduct of Grantor, its officers, agents, or employees.

12. This Easement is subject to all valid existing rights, if any, within the easement area. Grantor makes no representations or warranties, express or implied, as to title to, access to, or quiet enjoyment of the easement or any portion thereof. Grantor is not liable to the Grantee for any deficiency in title to or difficulty in securing access to the easement.

14. Notices will be sent as follows:

GRANTOR

City of Portland
Bureau of Environmental Services
Property Manager
1120 SW 5th Avenue, Suite 1100
Portland, Oregon 97204

GRANTEE

Portland General Electric Company
Attn: Property Services
121 SW Salmon St, 1WTC-0401
Portland, OR 97204

15. In no event shall either party be liable to the other for any lost or prospective profits or any other consequential damages (in tort, contract or otherwise) under or in respect of this Easement.
16. This Easement shall be and hereby is made a part of each conveyance of all or any part of Grantor's Property and shall run with the land as to all property burdened by this Easement.
17. This grant is made effective this 20 day of August, 2012 (the "Effective Date").

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto execute this easement.

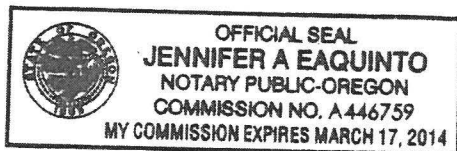
PORTLAND GENERAL ELECTRIC COMPANY

By: Mike Livingston Date: 8/30/12
Printed Name & Title: Mike Livingston, Manager Property Services

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on 8/30/12, 2012, by Mike Livingston as Manager, Property Services of Portland General Electric Company.



[Signature]
Notary Public for Oregon
My Commission expires 5/17/14

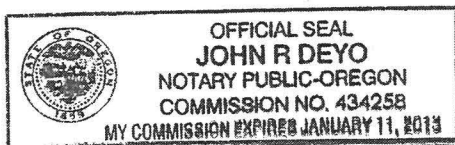
CITY OF PORTLAND, GRANTOR

By: SCOTT L. TURPEN, FACILITIES/ADMIN SVCS MANAGER
[Signature]
Bureau of Environmental Services Director
or Designee

STATE OF OREGON

County of Multnomah

On this 20th day of August, 2012, personally appeared Scott L. Turpen, who being duly sworn, did say that he is the Director, Bureau of Environmental Services, or his designee, of the City of Portland, a municipal corporation, and that said instrument was signed in behalf of said corporation by authority of its City Council and acknowledged said instrument to be its voluntary act and deed.



John R. Deyo
Notary Public for Oregon
My Commission expires January 11, 2013

Approved as to form:

Frederic R. Haffner
Deputy City Attorney

COP R/W #7455

N. COLUMBIA BOULEVARD

TANGENT TABLE		
NUMBER	DISTANCE	BEARING
T1	12.83'	N 00° 01' 38" W
T2	20.00'	S 89° 58' 22" W

TL 8100
CITY OF PORTLAND

25'

N. TRENTON STREET

T2

T1

PGE POLE

25'

(VACATED)

PGE POLE W/ANC.

TL 8201

P.P.

2000-35

TL 8400

N. PENINSULAR AVENUE

70'

TL 8500

TL 8600

Portland General Electric
Portland, Oregon

To Accompany Power Line Easement
City of Portland
N.W. 1/4 Sec. 9, T. 1N., R. 1E., W.M., Mult. Co., Or.

SCALE 1"=30' DATE 10/26/2011

DRAWN BY TRACED BY CHECKED

R.L.B.

APPROVED

DWG. NO. P-10830