

## WATER LINE EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00), PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("PGE") conveys to the CITY OF PORTLAND, a municipal corporation of Multnomah County, Oregon (the "City"), its successors and assigns, a perpetual non-exclusive easement subject to easements and restrictions of record, to construct, operate and maintain underground water lines and related underground facilities under the property described in Exhibit "A," attached hereto and by this reference incorporated herein.

In accepting this easement, the City, its successors and assigns, agree to the following terms and conditions, and covenants as follows:

1. PGE reserves the right to use and enjoy the easement area for any and all purposes not inconsistent with the City's rights granted herein. PGE shall not be held liable for any damage to the underground water line or related facilities caused by electrolysis.
2. PGE reserves the right to construct, build, maintain, repair, and replace railroad tracks over the easement area.
3. No surface or underground structures, permanent or temporary, shall be constructed nor excavation or fill undertaken upon the easement without prior notification to the Chief Engineer of the City's Bureau of Water Works.
4. The City shall, upon the initial installation of the water line, and upon each and every occasion that the water line is repaired, renewed, added to, or removed, restore the premises of PGE to the same or better condition as it was prior to any such installation or work, including but not limited to, the restoration of any topsoil and vegetation.
5. No trees shall be planted on the easement without the written consent of the Chief Engineer of the City's Bureau of Water Works, which consent shall not be unreasonably withheld.
6. PGE may place fences upon and across the easement; however, PGE will provide the City access for the purpose of maintaining and repairing the water line.
7. In laying, constructing and maintaining the water line, the City shall reimburse PGE for all damages to PGE's property resulting directly or indirectly from the acts of the City, its agents, employees, assigns and invitees.
8. To the extent permitted by law, the City shall indemnify, defend and hold PGE harmless from and against any and all claims, debts, demands, lawsuits, injuries, damages, penalties, judgments, awards, losses, liabilities, interest, attorneys' fees (including

attorneys' fees on appeal), costs and expenses of whatever kind or nature at any time which may be imposed upon PGE for any reason relating to or arising out of this easement and the use thereof, including but not limited to any of the following:

(a) Any use or condition of the easement or any part thereof;

(b) Any act or omission on the part of the City or its agents, contractors, licensees or invitees;

(c) Any violation of federal, state or local law, ordinances, or regulations by the City or its agents or contractors, licensees or invitees;

(d) Any personal injury, wrongful death or property damage occurring on or about the easement, except for any personal injury, wrongful death, or property damage caused by the wanton or criminal misconduct of PGE; and

(e) Any failure on the part of the City to perform or comply with any covenant required to be performed or complied with by the City hereunder.

The City will, upon request of PGE and at its sole expense, defend any action, suit or proceeding of any kind arising hereunder, and shall reimburse and pay PGE for any loss, costs, damage or expense of any kind (including attorneys' fees and attorneys' fees on appeal) suffered by PGE hereunder.

9. As part of the consideration for this easement, unless occasioned by wanton or criminal misconduct, the City agrees that PGE shall not be liable to the City for the injury or damage which may be sustained to:

(a) Persons employed by the City; or

(b) Persons on the easement as invitee, licensee or trespasser; or

(c) Property of the City; or

(d) Property of third persons on the easement, including property under the City's care, custody or control resulting from steam, electricity, gas, water, rain, ice, snow, fire, oil, smoke or particulate matter released or discharged from PGE property or any other source or cause whatsoever, whether the same damage or injury shall be caused by the negligence of PGE, its agents, servants or employees, or not; nor shall PGE be liable for any effect in or reduction of lateral support of the easement property.

10. Prior to entry upon or use of the property City shall comply with all applicable Worker's Compensation and Employer's

Liability Acts and shall satisfactorily demonstrate to PGE that it is qualified as a direct responsibility employer or contributing employer or shall present evidence of a guaranty contract.

IN WITNESS WHEREOF, PGE and the City have caused this easement to be executed this 27 day of June, 1980.

APPROVED AS TO FORM  
HERMANN & SMITH

By: [Signature]

PORTLAND GENERAL ELECTRIC COMPANY

By: [Signature]

ATTEST: [Signature]  
CITY OF PORTLAND, Chief Engineer,  
Bureau of Water Works

APPROVED AS TO FORM

By: [Signature]

ATTEST: [Signature]

Office of City Attorney

STATE OF OREGON )  
County of Multnomah ) ss.

PERSONALLY APPEARED before me L. E. Hodel and Dallas A. Marckx, who being sworn, stated that they are the Asst. Vice-President and Asst. Secretary respectively, of PORTLAND GENERAL ELECTRIC COMPANY, and that the seal affixed thereto is their seal and that this instrument was voluntarily signed and sealed in behalf of said Corporation by authority of its Board of Directors.

SUBSCRIBED AND SWORN TO BEFORE ME this 27 day of June, 1980.

[Signature]  
Notary Public for Oregon  
My Commission Expires: 7-17-81

STATE OF OREGON )  
County of \_\_\_\_\_ ) ss.

PERSONALLY APPEARED before me \_\_\_\_\_ and \_\_\_\_\_, who, being sworn, stated that they are the \_\_\_\_\_ and \_\_\_\_\_ respectively, of the CITY OF PORTLAND, and that this instrument was voluntarily signed and sealed in behalf of said CITY OF PORTLAND, and that they are authorized to execute the same.

SUBSCRIBED AND SWORN TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

Notary Public for Oregon  
My commission expires:

EXHIBIT "A" ATTACHMENT

Easement No. 18 (Revised)

Map No.: 3550  
Tax Lot No.: 90  
2308.42 Lineal Feet

Portland General Electric Co.  
621 S.W. Alder Street  
Portland, Oregon 97205

A PERMANENT EASEMENT

A portion of that tract of land in Section 17, Township 1 South, Range 3 East, of the Willamette Meridian, Multnomah County, Oregon, conveyed to the Portland General Electric Company as described and recorded in Book 1984, Page 689, deed records of said Multnomah County, more particularly described as follows:

A strip of land thirty (30) feet wide, being twenty (20) feet Northerly and ten (10) feet Southerly of the following described centerline.

Beginning at a point on the Westerly boundary of said Portland General Electric Company tract, said point being North 28°56'15" East 151.34 feet from the Southwest corner of said tract; thence South 77°26'57" East a distance of 395.16 feet; thence North 86°19'45" East, parallel to and ten (10) feet North of the Northerly right-of-way of the Portland Traction Company (formerly the O.W.P. & Ry. Co. right-of-way), for a distance of 1872.86 feet; thence South 79°20'24" East a distance of 40.40 feet to a point on the Northerly right-of-way of said Portland Traction Company, said point being South 86°19'45" West and 177.67 feet from the Southeast corner of said tract.

Excepting conveyances and easements of record.

Said permanent easement containing 1.59 acres.

APPROVED AS TO DESCRIPTION: Bruce W. Erickson

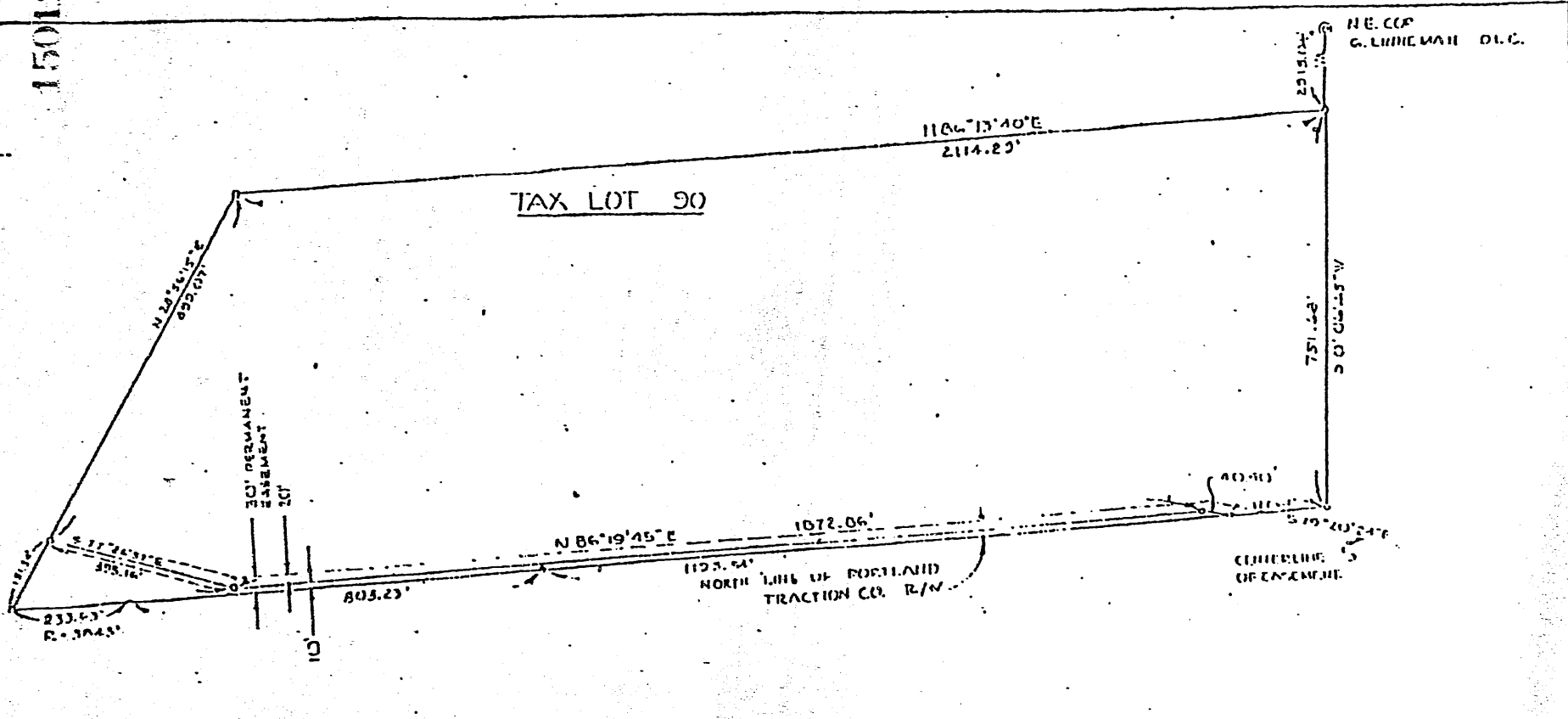
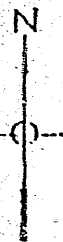
Approved As To Description  
*[Signature]*  
Aug. 21, 1977

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*

OREGON  
DECEMBER 2, 1977  
BRUCE W. ERICKSON  
1515

150120



N.E. COR  
G. LINDHALL D.L.C.

JUSTICE

TAX LOT 90

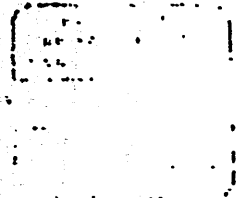
30' PERMANENT  
EASEMENT

NORTH LINE OF PORTLAND  
TRACTION CO. R/W

CONCRETE  
OPENING

MILT. CO ASSESSOR MAP 3830  
N.E. 1/4 SEC 17 T15 R.20E

PORTLAND GENERAL ELECTRIC CO.  
BOOK 1284 PAGE 489  
2300.02 LINEAL FEET



<b>EASEMENT NO. 18</b>		
<b>PROPOSED CONDUIT NO. 5</b>		
SCALE 1" = 200'	APPROVED BY	ISSUED BY I.A.E.D.
DATE SEPT. 1917		REVISED 6/10/16
CITY OF PORTLAND BUREAU OF WATER WORKS		
EDWIN W. BRACKSON, CONSULTING ENGINEER SAUNDY, OREGON		DRAWING NUMBER P-3-77-16

NU# 88335  
\$1.00  
8-5-80

150120  
Amended by  
Ord No 150424

**ORDINANCE No. 150120**

An Ordinance accepting a permanent easement for a water supply line from Portland General Electric Company, grantor, the drawing and delivery of a warrant for One Dollar and 00/100ths (\$1.00), and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Bureau of Water Works requires a permanent easement for a proposed water supply line within a portion of Section 17, T1S, R3E, W.M., Multnomah County, Oregon, as described in the form of easement attached hereto and marked Exhibit "A."
2. The owner of the land, Portland General Electric Company, has agreed to grant the City an easement on 1.59 acres of land for the sum of \$1.00. The Commissioner of Public Utilities has approved payment in that amount.

NOW, THEREFORE, the Council directs:

- a. A permanent easement for a water supply line from Portland General Electric Company as described in the attached Exhibit "A" is accepted.
- b. A warrant is authorized in the amount of \$1.00 in favor of Portland General Electric Co., 121 S.W. Salmon Street, Portland, Oregon 97204, to be charged to the 1980-81 Budget, Water Fund, BUC 18600374, Object Code 610 (Land), Project No. 3201 (Conduit No. 5 Right-of-Way). Along with the warrant, a copy of the accepted easement document will be forwarded to Portland General Electric Company.

Section 2. The Council further directs that an emergency exists because any delay in proceeding with this purchase may result in additional expense to the City and will unnecessarily deprive the Bureau of Water Works of the benefit of the completion of easement at an early date; therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, JUL 30 1980

Commissioner Ivancie  
H.E. Hampton:ij  
July 17, 1980  
BUC 18600374

Attest:

*Serge Tchoumil*  
Auditor of the City of Portland

Calendar No. 2738

# ORDINANCE No. 150120

## Title

An Ordinance accepting a permanent easement for a water supply line from Portland General Electric Company, grantor, the drawing and delivery of a warrant for one dollar and 00/100ths (\$1.00), and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan		1
Lindberg	1	
Schwab	1	
McCready	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed **JUL 24 1980**

**GEORGE YERKOVICH**  
Auditor of the CITY OF PORTLAND

By *Gordon Powell*  
Deputy

INTRODUCED BY
COMMISSIONER IVANCIE

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <i>FJI/may</i>
Works

BUREAU APPROVAL
Bureau: WATER WORKS
Prepared By: H. E. Hampton/ij Date: July 17, 1980
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>[Signature]</i> Carl Goebel, Administrator

NOTED BY
City Attorney
City Auditor
City Engineer