

Multnomah County Official Records  
C Swick, Deputy Clerk

2009-102508



\$51.00

00530123200901025080070079

07/17/2009 03:18:57 PM

1R-EASEMT  
\$35.00 \$11.00 \$5.00

Cnt=1 Stn=10 RECCASH1

**Document Type:** Underground Distribution Line Easement

**Grantor:** City of Portland

**Grantee:** Portland General Electric Company

**Consideration:** N/A

**After Recording**

**Return To:**

106/800/Dee A. Walker

*PLU 7-17-09  
+ Matt Kael*

**Mail Tax**

**Statement To:**

No Change

**This document is being re-recorded  
to clarify the legal description attached  
as Exhibit B**

7

After Recording Return To:  
Portland General Electric Company  
Attn: Property Services Manager  
1WTC0401, 121 SW Salmon Street  
Portland, Oregon 97204



\$41.00

02/13/2008 02:15:30 PM

1R-EASEMT  
\$25.00 \$11.00 \$5.00

Cnt=1 Stn=10 RECCASH1

### Underground Distribution 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 One and no/100 Dollars (\$1.00), 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 underground electrical power lines, over, under, upon and across the following described property (the Property):

A strip of land situated in the southeast one-quarter of Section 17, TIN RIE, W.M., City of Portland, County of Multnomah, State of Oregon, said strip being a portion of the tract of land described in Book 425, Page 150, recorded October 9, 1963, Multnomah County deed records less that tract quitclaimed to the Port of Portland in Deed Book 670, Page 227 recorded March 31, 1969, said portion being more particularly described as follows:

The southwesterly 10.00 feet of the southeasterly 35.00 feet, together with the southeasterly 10.00 feet of the southwesterly 20.00 feet of said tract of land described in Book 425, Page 150, Multnomah County Deed Records, as shown on Exhibit A, attached hereto and by this reference made a part hereof.

Containing 449 square feet, more or less.

#### TERMS, CONDITIONS and COVENANTS

1. The non-exclusive rights granted herein are limited to the right to install, operate, maintain, patrol, repair and rebuild underground electrical power lines, and all uses directly or indirectly necessary thereto, and for the ingress and egress necessary thereto. Any other use of the easement area, including for telecommunications not directly related to the operation of the underground electrical power lines, requires written approval from Grantor.
2. This easement shall commence on the 10<sup>th</sup> day of January, 2008 and shall continue in perpetuity unless surrendered or abandoned by Grantee, at which time it may be terminated, with notice, at the Grantor's discretion. In the event of surrender or abandonment of this easement by Grantee or upon termination resulting from unforeseen circumstances, Grantee shall promptly execute and deliver to Grantor documents sufficient to record and remove this easement as an encumbrance against the property.

TP  
Job # 486508

Audit 51399-0

3. 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.
4. The easement is granted in accordance with authority provided by City Council Ordinance No. 181514.
5. Consideration provided for herein is accepted by Grantor as full compensation for the easement.
6. 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 slightest possible temporary and permanent harm to the easement area and will be responsible for restoring damaged areas, if any, to the full satisfaction of Grantor.
7. GRANTEE AGREES within seventy-two (72) hours prior to the commencement of construction work, or maintenance work after the end of the initial construction within the easement, the Grantee shall notify in writing, the Grantor of the intended work, including how access, security, and any other impacts of the work shall be addressed, provided that such notice is not required in the case of emergency. In the event the Grantee must undertake emergency work, such written notice to the Grantor shall be provided either before or after commencement of the work as the emergency reasonably allows.
8. Notices will be sent as follows:

GRANTOR

Bureau of Environmental Services  
 Property Manager  
 City of Portland  
 1120 Ave., Suite 1100  
 Portland, Oregon 97204

GRANTEE

Portland General Electric Company  
 Attn: Property Services Manager  
 1WTC0401, 121 SW Salmon Street  
 Portland, Oregon 97204

9. GRANTEE AGREES that it will make every reasonable effort to minimize construction impacts and to ensure that access to the Grantor's property, particularly the existing parking area, is reasonably maintained at all times.
10. 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.
11. Grantee shall not impair the subjacent or lateral support within or surrounding the easement area.

12. 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.
13. 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.
14. 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, 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 caused by, arising out of, or in connection 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. 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 arising out of or by reason of the negligence or willful misconduct of Grantor, its officers, agents, or employees.
15. 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.
16. 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.

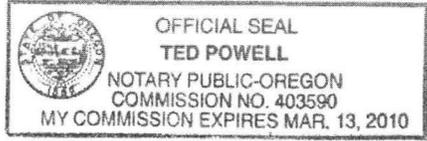
IN WITNESS WHEREOF, the parties hereto execute this easement.

PORTLAND GENERAL ELECTRIC COMPANY

By: Mike L  Date: 1/21/05

Printed Name & Title: MIKE LIVINGSTON, mgr

STATE OF Oregon  
~~OREGON~~



County of Multnomah

This instrument was acknowledged before me on January 21, 2008, by Mike R. Livingston (name), as Manager, property (title) of Portland General Electric Company.

*Ted Powell*

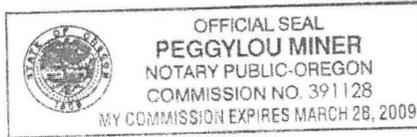
Notary Public for Oregon (state)  
My Commission expires Mar. 13, 2010

CITY OF PORTLAND, BUREAU OF ENVIRONMENTAL SERVICES

By: *Dean Mariott*  
Dean Mariott, Director, Bureau of Environmental Services

Date: 2/5/08

STATE OF OREGON



County of Multnomah

This instrument was acknowledged before me on February 5, 2008, by Dean Mariott, Director, Bureau of Environmental Services.

*[Signature]*

Notary Public for Oregon  
My Commission expires MARCH 28, 2009

Approved as to form:

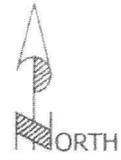
*Pete Westing*  
City Attorney

R/W #6845

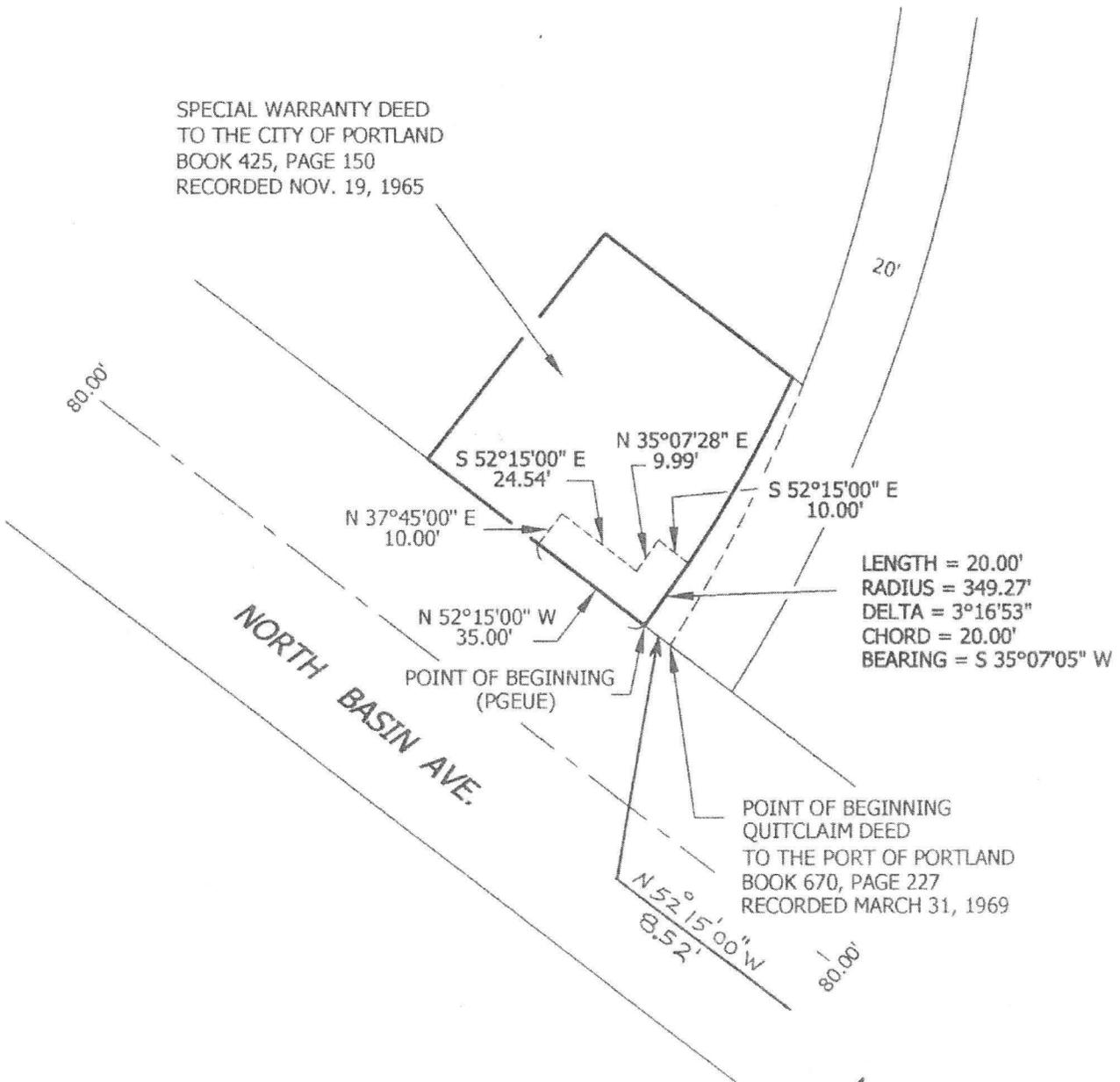
# EXHIBIT "A"

TAX LOT: 1N1E17DB-00600  
FOR: PGE UNDERGROUND EASEMENT (PGEUE)

CONTAINS 449 SQUARE FEET



SCALE 1" = 40'



*Audit 51399-0*

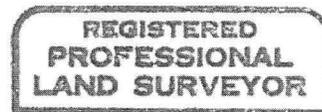
EXHIBIT B

Underground Distribution Line Easement Description

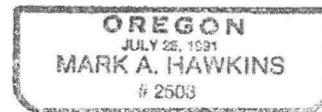
A strip of land situated in the southeast one-quarter of Section 17, T1N, R1E, W.M., City of Portland, County of Multnomah and State of Oregon. Said strip being a portion of that tract of land described in the Special Warranty Deed recorded in Book 425, Page 150 on November 19, 1965, Multnomah County deed records less that tract quitclaimed to the Port of Portland in Deed Book 670, Page 227 recorded March 31, 1969, said portion being more particularly described as follows:

Beginning at a point that is N 52°15'00" W a distance of 8.52 feet from the most southerly corner of that tract of land described in said Quitclaim Deed to the Port of Portland. Said Point of Beginning is on the northeasterly right of way line of North Basin Ave. (80 feet wide); Thence, along said northeasterly right of way line, N 52°15'00" W a distance of 35.00 feet; Thence, leaving said right of way line, N 37°45'00" E a distance of 10.00 feet; Thence, S 52°15'00" E a distance of 24.54 feet; Thence, N 35°07'28" E a distance of 9.99 feet; Thence, S 52°15'00" E a distance of 10.00 feet to a point of non-tangent curve; Thence, southwesterly along the arc of a 349.27 foot radius curve to the right, through a central angle of 03°16'53", an arc distance of 20.00 feet (the chord bears S 35°07'05" W 20.00 feet) to the Point of Beginning as shown on Exhibit A, attached hereto and by this reference made a part hereof.

Containing 449 square feet, more or less.



*Mark A. Hawkins*



*RENEWAL 6/30/11*

Prepared by the Portland Bureau of Transportation - Survey Section