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EASEMENT

Correction Easement, correcting Easement Agreement, dated Nov. 12, 1928 (not recorded)

KNOW ALL MEN BY THESE PRESENTS, that PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, hereinafter called "Company", for the consideration of Ten and No/100ths Dollars (\$10.00), does hereby grant, bargain, sell and convey unto OREGON CITY, a municipal corporation, hereinafter called "City", and unto City's successors and assigns a permanent easement for the installation and maintenance of a water main in, upon, over, under and across all of that certain real property, described as follows: to-wit

A portion of that tract of land in Section 31, Township 2 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon, conveyed to Portland General Electric Company as described and recorded in Book 209, Pages 1 and 11, Clackamas County Deed Records, more particularly described as follows:

A strip of land 20 feet wide extending 10 feet on either side of the following described centerline:

Beginning at a point on the Northeasterly right-of-way line of Marshall Street also being the Southwest line of the Portland General Electric Company tract, said point being 182.46 feet, more or less, Northwesterly of the most Northerly corner of Lot 1, Block 32, Canemah, a subdivision of record in Clackamas County, Oregon.

Thence: N 11°32'E, 140.0 feet, Thence: N 43°19'E, 274.17 feet, Thence: N 44°46'E, 284.17 feet, Thence: N 34°20'E, 197.96 feet, to a point herein designated as Point A.

A strip of land 20 feet wide, extending five feet on the Easterly side and fifteen feet on the Westerly side of the following described centerline:

Beginning at the above designated Point A.

Thence: N 40°32'E, 252.50 feet, Thence: N 6°50'E, 28.50 feet, to a point being S 40°25'30" W for 62.50 feet, more or less, from the most Northerly corner of Lot 5 of the Peoples Transportation Co. lots, a recorded subdivision in Clackamas County, Oregon.

A TEMPORARY EASEMENT

Identical in centerline location to the Permanent Easement described above between the point of beginning on the Southwest line of the Portland General Electric Company tract and the described Point A, being 50 feet wide, 25 feet on either side of said centerline, which easement shall terminate, upon completion of construction, without further action on the

Approved As To Description
C. W. [Signature]
Deed.

This easement is subject to the conditions and covenants above mentioned and the following:

1. The Company shall not be liable for any damage to said pipe or pipes by reason of electrolysis or similar causes.

2. Dynamite or other explosive material shall not be used upon or near the substation or power facilities of the Company unless written permission is first obtained therefor from the Company.

3. At the close of the construction period the City shall clean up and remove all fallen trees, brush, debris, materials and apparatus from the property of the Company leaving the same in as clean a condition and with the same slopes and contours as it was before placing said pipe, all to the satisfaction of the Company.

4. The City will perform all operations upon the property of the Company in a workmanlike and safe manner, and comply with all laws and regulations of the United States, the State of Oregon, or any governmental authority having jurisdiction in the premises.

5. Notwithstanding this easement, nothing shall be done or suffered to be done by the City at any time that shall in any manner impair the safety of the poles, towers, and/or transmission lines and other structures that now or may hereafter be constructed by the Company within the limits of the said property, or any part thereof; and the Company reserves and shall have the right at any time to make such changes in said poles, towers and transmission lines or in the present standard thereof, and to construct, maintain and operate any additional poles, towers and transmission lines on said property as from time to time it may elect.

6. The City by the acceptance of this instrument agrees to indemnify and save and keep harmless said Company, its officers, agents, employees, successors and assigns, from any and all claims and demands for injuries to or the death of any person or persons in any manner, whether directly or indirectly caused by or resulting from the construction, maintenance

THIS AGREEMENT shall be binding upon and enure to the benefit of both of the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 25 day of May, 1972.

PORTLAND GENERAL ELECTRIC COMPANY

By: Hilbert S. Johnson
Senior Vice President

Attest: Wanna Hestings
Asst. Secretary

This correction easement is accepted by:
CITY OF OREGON CITY

By: Ed Harrison Date June 7, 1972
Mayor

By: Charles A. Beal Date June 7, 1972
Recorder

APPROVED AS TO FORM:

PHILLIPS, COUGHLIN, BUELL, STOLOFF &
BLACK

By: Wanna Hestings

STATE OF OREGON)
: ss.
County of Multnomah)

May 25, 1972.

Personally appeared Hilbert S. Johnson, who, being sworn, stated that he is the Senior Vice President of Company corporation and that the seal affixed thereto is its seal and that this easement was voluntarily signed and sealed in behalf of said corporation by authority of its Board of Directors. Before me:

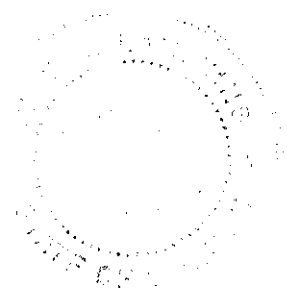
Robert E. Sullivan
Notary Public for Oregon

My commission expires: 3-23-75

STATE OF OREGON)
 : ss.
County of Clackamas)

BE IT REMEMBERED, that on this 7th day of ^{June,} ~~May~~, 1972, before me,
a notary public in and for said county and state, personally appeared
GIL T. DANIELSON and JOHN A. BUOL, to me personally known, who being first
duly and severally sworn, did say that he, the said Gil T. Danielson is the
Mayor and he, the said John A. Buol, is the Recorder of the City of Oregon
City, the municipal corporation which executed the foregoing instrument, and
that the seal affixed to said instrument is the corporate seal of said
City and that the said instrument was signed and sealed in behalf of said
municipal corporation by ^{motion of the City Commission} ~~authority of Ordinance No. xxxxxxxxxxxxxxxxxx~~, and
GIL T. DANIELSON and JOHN A. BUOL, acknowledged said instrument to be the
free act and deed of said City of Oregon City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
notarial seal the day and year first in this my certificate written.



Ruby M. Lempke
Notary Public for Oregon

My commission expires: 9/20/73

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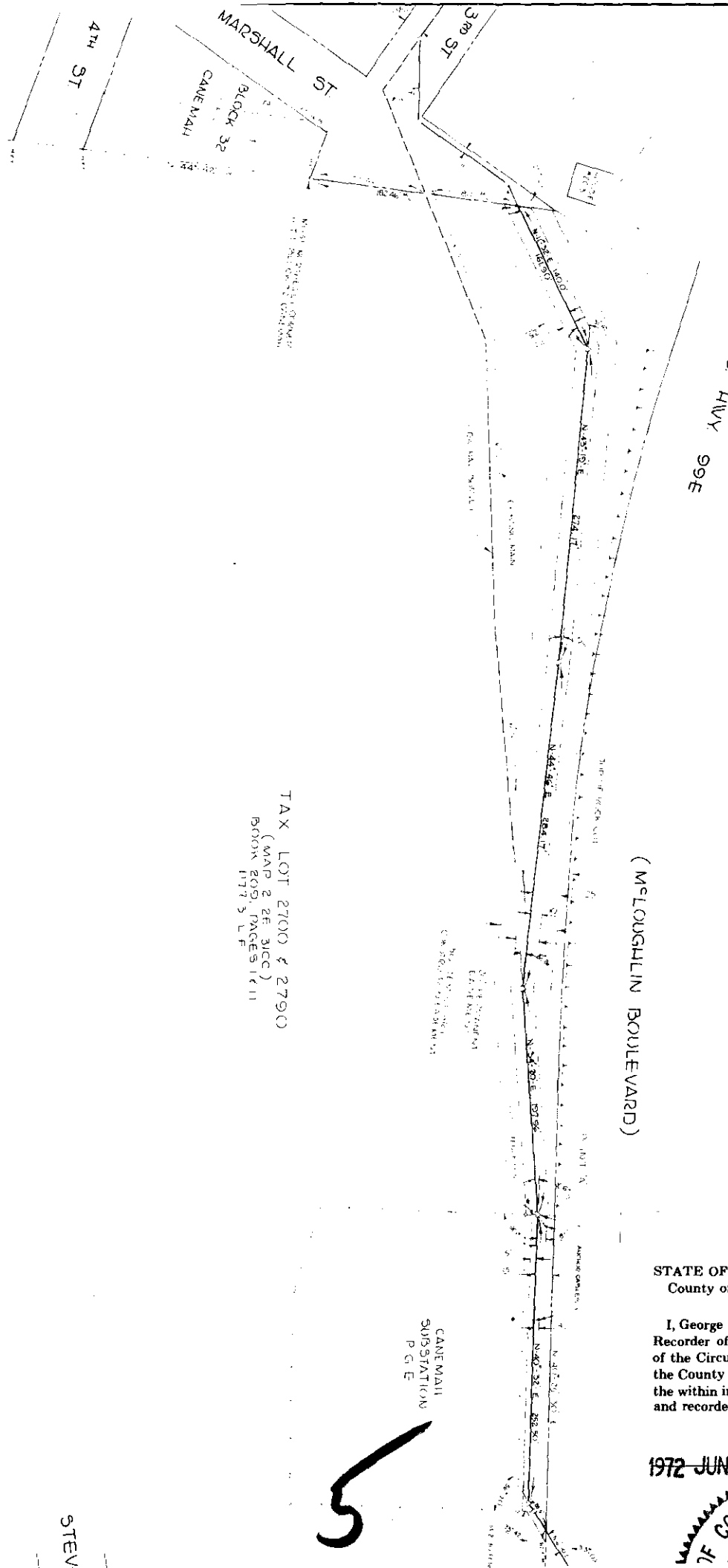
DATE 9/21
BY 9/21
PROJECT 9/21-10285



Stevenson, Thompson & Runyan, Inc.
Engineers/Planners
SEASIDE, OREGON

OREGON CITY • OREGON
WATER DISTRIBUTION SYSTEM

EASEMENT No.
PORTLAND GEN



STATE OF OREGON, } ss.
County of Clackamas, }

I, George D. Poppen, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was received for and recorded in the records of

DEED

1972 JUN 14 AM 11 09 of said County at



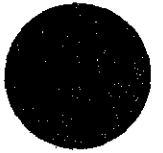
STEV

Water Line Easement - Canemah

2-2E-31CC 2700, 2790

Portland General Electric Co. 1972

DOG# 72-16994



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