

EASEMENT

GIS
616

KNOW ALL MEN BY THESE PRESENTS, That PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, hereinafter called "Company" in consideration of the covenants and conditions contained in this instrument to be kept and performed by the CITY OF WEST LINN, a municipal corporation of the State of Oregon, hereinafter called "City", does hereby grant unto the City an easement and right of way across but underneath and not on the surface of a strip of land described as follows:

A strip of land 6 feet in width extending 3 feet on each side of the centerline of a proposed trunk sewer across those portion of Tax Lot 1 of the Ambrose Fields D.L.C. No. 52 in Section 2 and 3, T3S, R1E, WM, in Clackamas County, Oregon, said centerline being more particularly described as follows:

Beginning at a point on the Westerly boundary of Volpp Street, which point is North 45° 38' West, a distance of 241.22 feet and South 44° 22' West, a distance of 30.00 feet from an iron pipe monument, which monument is the Southwesterly corner of Tract 35 of the Plat of Willamette and Tualatin Tracts; thence South 77° 20' West, a distance of 43.84 feet to a point; thence North 52° 50' West, a distance of 114.12 feet to a point; thence North 31° 21' West, a distance of 54.12 feet to a point; thence North 76° 56' West a distance of 59.0 feet, more or less, to a point on the southerly boundary of Tualatin Avenue, which point lies South 53° 55' West, a distance of 127.0 feet, more or less, from an iron pipe monument, which monument is the intersection of the northwesterly extension of the westerly boundary of said Tract 35 and the southeasterly extension of the southerly boundary of Tract 44 of the plat of Willamette and Tualatin Tracts.

Approved As To Description
J. W. Bunker

For the purpose of constructing, reconstructing, repairing and thereafter maintaining a trunk sewer consisting of 18 inch reinforced concrete, or clay pipe.

TO HAVE AND TO HOLD the above described and granted easement and right of way to the said City, its successors and assigns together with the right of ingress and egress to and from the above described right of way, over and across the adjacent land of the Company so long as the same is in actual use and operation for the purposes herein

8561

mentioned and the same is built, maintained, and operated in accordance with the terms and conditions set forth in this instrument.

1. The easement granted hereunder covers only such rights in the real property described as have been heretofore acquired by the Company and is subject to all restrictions and conditions limiting the Company's right to occupy said properties.

2. The trunk sewer to be constructed by the City upon the Company's property shall be of permanent construction, safe and sound in all respects, and free from seepage or leakage. Providing that said pipe or conduit shall be in a trench, the top of said pipe to be at least five feet below the surface of the ground. The manner of excavation for and laying the said pipe shall in all respects be satisfactory to the Company. No blasting will be allowed without the Company's express permission and supervision. Unless it becomes necessary, in the opinion of the Company to relocate any of the Company property, there shall be no interference with the Company's poles, towers, wires, buildings, or property during the construction of said trunk sewer or thereafter, and if any damage of any nature is done to the Company's property by reason of said work, or the maintenance or repair or renewal of said sewer, or any part thereof, or any work in connection therewith or from breakage or seepage or leakage of said sewer or any appliance used in connection therewith, the City, its successors or assigns, shall compensate the Company fully therefor, including all costs, charges and expenses sustained by the Company on account of repairs to its property incurred as a result of the construction, operation, and maintenance of said sewer.

3. The City shall bear the entire cost and expense, directly or indirectly connected with the excavation for, laying, construction, operation, repair, maintenance, and renewal of the said sewer, including any and all expense which may be incurred by the Company for any purpose in connection therewith, including supervision, inspection and incidentals.

FE 8561

4. In the event it becomes necessary in the opinion of the Company to so change or relocate any of the Company's property for the laying of the trunk sewer, the City shall compensate the Company for cost of such changes; the same to be made by the Company.

5. The Company shall not be liable for any damage to said sewer by reason of electrolysis or other causes, or by reason of any structures, or any works, erected, made, or done by said Company upon its land.

6. 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 the placing of said sewer, all to the satisfaction of the Company.

7. The City shall 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.

8. The Company expressly reserves the right to use the surface of the ground included within this easement for all purposes, and the right to use the subsurface for all purposes not inconsistent with the use of the same for said sewer, and 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, and the obligation of

118561

BOOK 669 PAGE 22

of the City in this agreement prescribed with reference to the maintenance and repair of said sewer shall apply in the same manner to any alteration and new construction by the Company within the contemplation of this section.

9. The right reserved by the Company to use the surface, or the subsurface of the ground shall include the right to permit others to do so.

10. By the acceptance of this easement, the City and its contractor or contractors employed to construct the sewer on the herein granted right of way or thereafter employed to perform any work thereon (hereinafter called the "Contractor") shall hold and save harmless the Company, its officers, agents and employees of and from any and all damages on account of personal injury or death, suffered by anyone whomsoever, or property damage, arising or growing out of the construction of said sewer or subsequent work thereon, directly or indirectly, and for which either or both parties hereto may or shall be liable. It is intended by this provision to save harmless the Company from any and all claims made by employees of the City or the Contractor or the Company arising out of industrial accident as well as all other claims, and it is intended that the Company shall be indemnified by the Contractor and the City for any and all loss sustained by the Company by reason of negligence of the Company in connection with the work of constructing the sewer on the herein granted right of way or thereafter performing work thereon or in connection with the condition of the Company's property on or about which said work is to be performed, as well as the negligent acts of the City and the Contractor and their agents and employees.

Before doing any work on or in the vicinity of said right of way the Contractor shall obtain a liability insurance policy issued by an established and reputable Company which shall have the policy limit of not less than \$100,000.00 on account of injuries sustained by one person and not less than \$200,000.00 on account of injuries sustained in

118561

any one accident and not less than \$50,000.00 on account of damage to property which insurance policy shall specifically insure the contractual liability of the Contractor and the City hereunder as well as the liability of the Contractor or the City for all claims for injuries or damages arising out of or connected with the construction or subsequent work on said sewer or right of way.

11. Upon cessation of the use of said sewer or the abandonment by the City of the property or any part thereof mentioned in this easement or upon the failure of the City, its successors or assigns, to faithfully and in all respects comply with all the covenants and conditions contained in this entire agreement by it to be kept and performed, then this easement and all rights and privileges granted hereunder shall forthwith automatically terminate.

12. 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 21st DAY OF December, 1960.

PORTLAND GENERAL ELECTRIC COMPANY

By: Waldemar Salton
Vice President

Attest: Carroll Phillips
Secretary

APPROVED: Charles J. Selan
MANAGER - CLAIMS & LAND

APPROVED AS TO FORM
PHILLIPS, COUGHLIN, BUELL & PHILLIPS
BY Carroll Phillips

18591

STATE OF OREGON)
) ss.
County of Multnomah)

On this 21st day of December, 1960, before me appeared Waldemar Seton and Clarence D. Phillips, both to me personally known, who being duly sworn, did say that he, the said Waldemar Seton is the Vice President, and he the said Clarence D. Phillips is the Secretary, of PORTLAND GENERAL ELECTRIC COMPANY, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Waldemar Seton and Clarence D. Phillips acknowledged said instrument to be the free act and deed of said corporation.

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


Alma L. Wilson
Notary Public for Oregon

My Commission Expires: 2-17-61

1958

AGE

3-13-27 L 500

Sewer

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

I, Robert Schumacher, 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 record

DEED

the records of _____ of said County at

1966 FEB 4 AM 11 10

BOOK 669 PAGE 20

In Book On Page

Witness my hand and seal of said Court affixed.
ROBERT SCHUMACHER,
County Clerk,

Robert Schumacher

Recording Certificate Deputy.

*City of West Linn
City Hall
West Linn Ore*