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Clackamas County Official Records
Sherry Hall, County Clerk

2019-011796



\$113.00

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03/07/2019 12:27:54 PM

D-E Cnt=1 Stn=54 COUNTER2
\$25.00 \$16.00 \$62.00 \$10.00

After Recording Please Return To:
Portland General Electric Company
Attn: Property Services
121 SW Salmon Street, 3WTC0406
Portland, Oregon 97204-9951

*Avon Parker
City of Oregon City*

Grantor's Mailing Address:
City of Oregon City
625 Center Street
Oregon City, OR 97045

(Space above this line for Recorder's use)

Grantor: **The City of Oregon City**

Grantee: **Portland General Electric Company**

APN/APN2: **22E31 00690 / 570082**

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **THE CITY OF OREGON CITY ("Grantor")** hereby grants and conveys to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns ("**Grantee**"), a nonexclusive, perpetual easement and right-of-way (the "**Easement**") over, under, upon, through and across the real property situated in Clackamas County, Oregon as further described in Exhibit A attached hereto (the "**Property**").

The Easement shall affect an easement area approximately Ten (10) feet in width, extending Five (5) feet on each side of a center line of Grantee's Systems (as defined herein) located as constructed and/or to be constructed, extended or relocated on the Property, except to the extent of those portions of the Property, if any, occupied by existing building footings, foundations, aboveground improvements and/or subsurface structures on the effective date hereof (the "**Easement Area**"). As used herein, the term "**Systems**" shall include a variable number of wires, circuits, and all appurtenances, equipment, structures, poles, guys, anchors, transformers, and facilities as Grantee deems necessary or convenient for the operation and maintenance of such Systems and for the purpose of transmission, distribution, and sale of electricity and communication.

Grantee's Rights. Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve, relocate, remove, and enlarge one or more Systems and the right to derive income therefrom, together with all rights, uses, and privileges directly or indirectly necessary or convenient for the full enjoyment, use, and exercise of Grantee's rights under the

Easement, doing all such acts or things on the Easement Area, and all works necessary or appurtenances ancillary, including but not limited to, the right to provide, maintain, and protect quality habitat for aquatic, terrestrial, and avian wildlife, and the right of ingress to and egress from, along and upon said Easement Area and over and across the Property and Grantor's adjoining property interests, in connection with or related to all or any portion of the foregoing. Grantee shall have the right to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, trees, vegetation and/or undergrowth, on, under, along or above the Easement Area (although Grantee may leave any of the foregoing on the Easement Area), which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient use, enjoyment, or exercise of Grantee's rights under the Easement or which is necessary for the protection from fire, natural disaster, terrorism, theft, vandalism, and other similar hazards. No right of Grantee hereunder shall lapse or be waived in the event Grantee fails to use the Easement, or any portion thereof, on a continuous basis.

Grantor's Use. Grantor shall have the right to use the Easement Area for all purposes, provided that such use does not interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. If Grantee is required to modify the Easement or relocate the Easement Area or Systems because of any Grantor use of and/or condition of the Property, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, above-ground maintenance of the Property subject to this Easement (excluding the Systems) shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control.

Required Actions/Necessary Documents. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment and benefit of this Easement. **Each of the foregoing shall be without further compensation to Grantor.** However, because Grantor is a municipal entity, the foregoing does not excuse Grantee from all otherwise applicable fees and charges for obtaining any required permit, license or other governmental action.

Liabilities. In no event shall Grantee be liable to Grantor or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused, whether or not arising from Grantee's sole, joint or concurrent negligence.

Applicable Law/Costs and Attorney Fees. This Easement shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the County where the Property is located. In the event that either party finds it necessary to enforce any right under this Easement, the prevailing party shall be entitled to all reasonable costs and attorney's fees incurred in enforcing such rights. Such sums shall be in addition to all other sums provided by law.

Entire Agreement. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between Grantee and Grantor relative to the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor. Grantee and Grantor hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement are superseded by this instrument. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted Grantee pursuant hereto, and for all current and future damages, injuries, and loss of value incidental to or in any way associated with the Property and/or the Easement. This Easement may be executed in counterparts, and such counterparts together shall constitute but one original of the Easement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. As used herein and where the context so requires, the singular includes the plural and all

grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This Easement shall run with the Property and shall be binding on Grantor and shall inure to the benefit of Grantee, and Grantee's successors, and assigns, as well as the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers, and invitees of such persons or entities. The Easement is an in-gross easement and is not appurtenant to any particular property of Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the 16 day of January, 2019.

GRANTOR:

THE CITY OF OREGON CITY

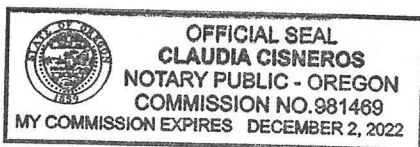
By: Anthony J. Konkol III
Name: Anthony J. Konkol III
Title: City Manager

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
COUNTY OF Clackamas)

I certify that I know or have satisfactory evidence that Anthony J. Konkol III is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument as City manager of THE CITY OF OREGON CITY and acknowledged it to be his her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: January 16, 2019.



Claudia Cisneros
Notary Public for the State of Oregon
Printed Name: Claudia Cisneros
My commission expires: 12-02-2022

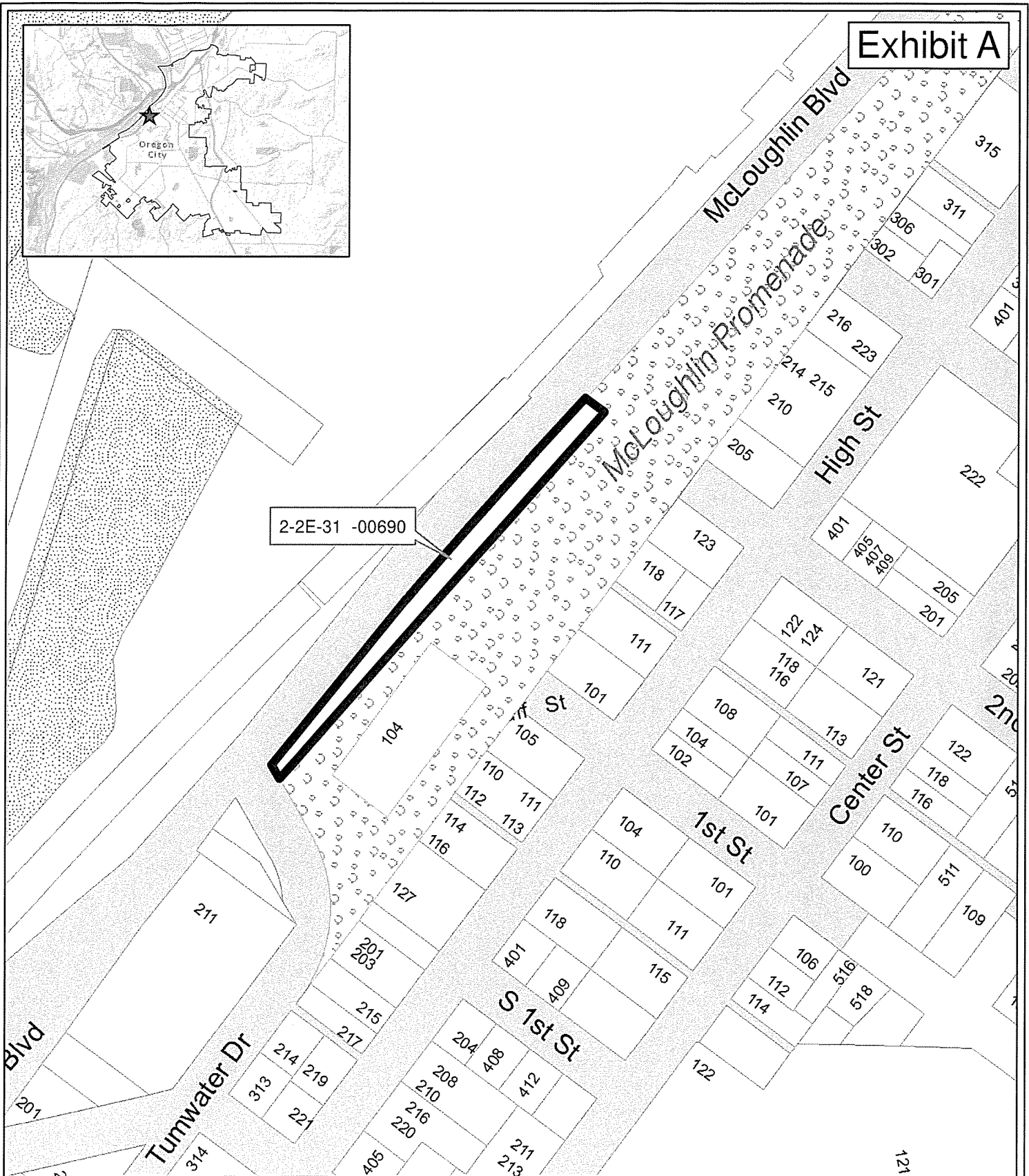
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EXHIBIT A
PROPERTY DESCRIPTION

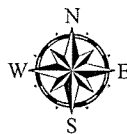
The tract of land situated in said County of Clackamas, State of Oregon, and particularly described as follows, to-wit:

Beginning on the Northerly boundary of the mill reserve above described at a point ten (10) feet Easterly from the center line of the present main track of the Oregon & California Railroad Company, now operated by the Southern Pacific Company, running thence Easterly along said boundary line about one hundred (100) feet to the upper edge of the bluff in front of block seventy-three (73) in said Oregon City; thence Southerly along the edge of said bluff about eleven hundred (1100) feet to the Southerly boundary line of said mill reserve; thence west-erly along said boundary line about thirty (30) feet to a point distant ten (10) feet easterly from the center line of said main track of the Oregon & California Railroad Company; thence Northerly parallel with said center line, and distant ten (10) feet therefrom, about eleven hundred (1100) feet to the place of beginning.

Saving and excepting from the operation of this Indenture such rights-of-way from the foregoing described tract as may be more particularly described in "Parcel 1" of that deed from Portland Electric Power Company to the County of Clackamas, State of Oregon, of record at page 99 of Book 186 of the Deed records of Clackamas County, Oregon.



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.



PGE Property Quitclaim

0 200 400 Feet

1 inch = 160 feet

City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-657-0891 phone
503-657-6629 fax
www.orecity.org



Plot date: December 10, 2018
Plot name: McLoughlin Promenade - PGE Quitclaim - 8_5x11P - 20181210.pdf
Map name: McLoughlin Promenade - PGE Quitclaim - 8_5x11P.mxd

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