



After Recording Please Return To:
Portland General Electric Company
Attn: Property Services
121 SW Salmon Street, 1WTC1302
Portland, Oregon 97204-9951

Grantor's Mailing Address:
City of Tualatin
P.O. Box 369
Tualatin, OR 97062

(Space above this line for Recorder's use)

Grantor: **City of Tualatin**

Grantee: **Portland General Electric Company**

APN/APN2: 2S122AD00200/R530134

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged CITY OF TUALATIN, a municipal corporation ("Grantor") hereby grants, conveys and warrants 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 Washington County, Oregon (the "Property").

The Easement affects a strip of land approximately twenty one feet in width and approximately 6,241 square feet (the "Easement Area"), and more particularly described in Exhibit "A" (Easement Legal Description) and as depicted in Exhibit "B" (Map) attached hereto. 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 (“Permitted Uses”) 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 the Permitted Uses. Grantee shall have the right to make changes in grade, elevation or contour of the land within the Easement Area, and 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 is not deemed by Grantee to 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.

Grantor Representations and Warranties. Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee’s rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

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.**

Liabilities. Subject to the Oregon Tort Claims Act, in no event shall Grantor or Grantee be liable to one another 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.

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 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 on the Property. For the avoidance of doubt, this Easement does not amend, alter, supersede or terminate any franchise agreement between Grantee and Grantor. 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, the Parties have caused it to be executed as of the first date indicated above.

GRANTEE:
Portland General Electric Company

GRANTOR:
CITY OF TUALATIN

By: _____

By: _____

Printed Name: Jennifer Santhouse

Name: _____

Title: Manager, Property Services and Right-of-Way

Title: _____

Acknowledgment on following page

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Jennifer Santhouse** as the authorized representative of Portland General Electric Company, personally appeared before me, and acknowledged the foregoing instrument to be her voluntary act and deed.

Dated: _____, 20__.

Notary Public
My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument as _____ of **City of Tualatin** and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 20__.

Notary Public for _____
Printed Name: _____
My commission expires: _____