

Appendix F. PGE's Existing Utility Easement in Forest Park

ST. MARY'S - HARBORION 230 KV
FOREST PARK

AUDIT NO. 25624
DATE 8 MARCH 71
NAME CITY OF PORTLAND
LOCATION HARBORION ST MARKS
4 TN 1W
SECTION 33+34T. 2N R. 1W
COUNTY MULTNOMAH
DOCUMENT COVERS _____
EASEMENT FOR
TRANSMISSION LINES _____
RENTAL _____
EXPIRES _____

G - B 21-34
M - B 21-33
ITEM "F" ON ROW PLAT B 11-4
MAPPED BY _____

IN THE FILES
- of -
ROGER SHARPE
SB-BRIDGE
(PERMITS)

Xerox Copy

ELECTRIC TRANSMISSION LINE EASEMENT
CITY OF PORTLAND TO PORTLAND GENERAL ELECTRIC COMPANY

THIS AGREEMENT made in duplicate this 8TH day of MARCH, 1971, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called GRANTOR, and the PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, hereinafter called GRANTEE,

W I T N E S S E T H;

IN CONSIDERATION of Thirty-three Thousand and no/100 (\$33,000) Dollars, other good and valuable consideration, and the faithful performance of all the covenants and agreements to be performed by the Grantee, as herein contained, and subject to the following conditions, the City of Portland does hereby grant an easement and rights-of-way over the following described property:

Four Parcels of land in Section 4, T1N, R1W, W.M., and Sections 33 and 34 and the Jacob Sanders D.L.C., T2N R1W, W.M., Multnomah County, Oregon, the said parcels being more particularly described as follows:

PARCEL I

A strip of land 125 feet in width being a portion of the grantors' lands in the W 1/2 of the NE 1/4 of Section 4, aforesaid, and in the S 1/2 of the SE 1/4 of Section 33, aforesaid; the said strip also being adjacent to, northwesterly of, and parallel to that certain Bonneville Power Administration right-of-way of record that is over, upon, and across the said lands of the grantor, the said strip being 62.90 feet in width on each side of the following described centerline; beginning at a point on the north and south centerline of aforesaid Section 4, the said point bearing S 2°13'20" W 1572.57 feet, more or less, from the 1/4 corner between Sections 33 and 4, aforesaid; THENCE, over, upon, and across the aforesaid grantors' lands the following: S 43°25'20" E. 2098.03 feet, more or less, to a point on the Section

Approved As To Description
C. W. Partridge
Eng. Dept.

Meigs Co.

line between aforesaid Sections 33 and 4, the said point bearing N 88°21'40" W 1247.90 feet, more or less, from the Section corner common to Sections 33 and 34, T2N, R1W, W.M., and Sections 3 and 4, T1N, R1W, W.M.; THENCE, from the last above mentioned point, N 41°32'05" E AND S 43°05'20" W BK., a distance of 224.04 feet more or less to an angle point; THENCE, N 59° 02'15" E 1310.43 feet, more or less, to a point on the Section line between aforesaid Sections 33 and 34, the said point being the northerly terminus of Parcel I and said point bearing N 1°39'08" E 844.01 feet, more or less, from the aforesaid Section corner common to Sections 33, 34, 3 and 4. EXCEPTING THEREFROM, the portions thereof lying and being within the E 1/2 of the NE 1/4 of Section 4, aforesaid. The centerline length of above described Parcel I is 3483 feet, more or less, and the said Parcel I contains 10 acres, more or less.

PARCEL II

A strip of land 250 feet in width being adjacent to, southwesterly of, and parallel to that certain Bonneville Power Administration right-of-way of record in Blks 11, 10, 13, 9 and 12 of the duly recorded plat of HARBORTON in Sections 33 and 34, T2N, R1W, W.M., the said strip being 125 feet in width on each side of the following described centerline: Beginning at a Point "A," which bears S 1°39'08" W 511.17 feet, more or less and S 43°56' E 948.63 feet, more or less, from the 1/4 corner between aforesaid sections; THENCE, over, upon, and across the grantors' lands, in the aforementioned Blks. the following; S 43°56' E 206.11 feet, more or less, to the northwesterly right-of-way line of that certain Bonneville Power Administration right-of-way of record in Gov. Lot 9 of Section 34, T2N, R1W, W.M.; THENCE, from aforesaid Point "A," N 43°56' W 948.63 feet, more or less to a point on the section line between aforesaid sections; THENCE continuing N 43°56' W 923.55 feet, more or less, to an angle point; THENCE, N 41°49'45" W 780 feet, more or less, to the easterly right-of-way line of Water Road and the westerly boundary of Lot 10, Blk. 12 of the aforementioned plat of Harborton. EXCEPTING THEREFROM the portions thereof lying and being within aforesaid Gov. Lot 9, and EXCEPTING any portion thereof lying and being within these portions of Lots 2, 3, 4 and 5 of block 11, of the duly recorded Plat of Harborton, as the interest of the U.S.A. may appear. The centerline length of above described Parcel II is 2858 feet, more or less, and the said Parcel II contains 16.40 acres, more or less.

PARCEL III

A strip of land 375 feet in width being adjacent to, northwesterly of, and parallel to that certain U.S. Gov't. owned 175-foot in width strip of land in the N 1/2 of the Jacob

Illegible Copy

Sanders D.L.C., as disclosed in Bk. 726 on Pg. 11 of Deed Records of said county; and that certain Bonneville Power Administration right-of-way of record in the S 1/2 of said D.L.C., the duly recorded plat of Harborton, and Gov. Lot 9, all in Section 34, T2N, R1W, W.M., the said strip being 187.50 feet on each side of the following described centerline; Beginning at Point "A," as described in Parcel II herein, THENCE, N 59°02'15" E 1520.25 feet, more or less, to a point within the right-of-way of the Lower Columbia River Highway. EXCEPTING THEREFROM the portions thereof lying and being within the aforesaid Highway, and within the S 1/2 of said D.L.C. and within these portions of Lots 2, 3, 4, and 5, of Bk 11, Harborton, as the interest of the U.S.A. may appear, and within the above described Parcel II. The centerline length of above described Parcel III is 1070 feet, more or less and the said Parcel III contains 10 Acres, more or less. Parcels I, II, and III contain, in all 36.40 Acres, more or less. The above described Parcels I, II and III are shown outlined in red on print of Portland General Electric Company drawing numbered E 2308, Revised 1/6/69, which by reference thereto is made a part hereof.

PARCEL IV

A strip of land in the SE 1/4 of the NW 1/4 of Section 4, T1N, R1W, W.M., Multnomah County, Oregon, the said strip being adjacent to, northwesterly of, and parallel to that certain Bonneville Power Administration right-of-way of record that is over, upon, and across the above-mentioned portion of Section 4, the said strip also being 125 feet in width, 62.5 feet on each side of a centerline more particularly described as follows: Beginning at a point on the north and south centerline of Section 4, from which the 1/4 corner on the north section line bears N 2°13'20" E 1572.57 feet; THENCE, from said beginning, over, under, upon, and across the land of the grantor, along the located, surveyed and staked centerline, S 43°05'20" W 302.33 feet to an angle point, THENCE, S 49°37'40" W 1177.85 feet to a point on the east and west centerline of Section 4, from which point the 1/4 corner on the west sectionline bears N 87°34'20" W 1561.33 feet. Parcel IV contains 4.25 acres. The herein described strip of land is shown outlined in red on print of Portland General Electric Company drawing E2472, which by reference thereto for purposes of description is made a part hereof.

TO HAVE AND TO HOLD for a term of 100 years from date hereof, the herein described easement and rights-of-way unto the Grantee for the purposes herein set forth. When said property is no longer

used, the interests of the Grantee, shall automatically terminate. This easement is hereby granted for a period of 100 years, and may be renewed by Grantee for an additional term of 100 years if then needed for the purposes set forth herein.

I.

PURPOSES. The grant herein shall be for the purposes permitting Grantee to enter and erect, operate, maintain, repair, rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon over, under, and across the above-described easement and rights-of-way.

II.

INGRESS AND EGRESS. Grantee hereby shall have the right of ingress and egress over and across lands of Grantor adjacent to said easement and rights-of-way for purposes stated herein, and, for purposes of Grantee complying with the requirements hereof; provided however, that prior to said use of adjacent lands, the Grantee first shall notify the Grantor and obtain Grantor's consent of the route or routes selected by Grantee. Grantee shall use existing roads whenever possible. Where such existing roads are used, they shall be kept, maintained, and left by Grantee in at least as good condition as found.

III.

RIGHTS-OF-WAY CLEARING. Grantee hereby shall have the right to clear said easement and rights-of-way so long as it is conducted in the manner and style as indicated in Exhibit "A"

which is submitted herewith.

Rights-of-way Maintenance:

a. Grantee hereby agrees to comply strictly with the clearing diagram, Exhibit "A," to the end that the visual and ecological impact of the right-of-way on the park is minimized.

b. Grantee hereby agrees that it will seed all construction areas with Dutch white clover or a suitable ground cover to minimize erosion as approved in writing by the Grantor.

c. Grantee shall have the right, as hereinafter, described, to remove, top, limb, all alder, maple, fir, and other large trees in accordance with Exhibit "A" that may at the time of topping, limbing, or removal endanger the line but removal shall be limited to those instances where limbing and topping is not practical because the tree will not have a reasonable survival chance considering the portion of the tree to be removed. The removal, topping, or limbing and disposal of the waste therefrom shall be done in such a manner to promote and facilitate the growth of ground cover and other lower growing species which occur naturally in the park to include salal, Oregon grape, salmonberry, thimbleberry, hazel, willow, ocean spray, blackberry, red or blue elderberry, and vine maple. Herbicides will only be used in conjunction with ground equipment and then only on an extremely selective basis with the approval of the Grantor in writing.

d. When the transmission line crosses traveled roads and trails, the Grantee shall leave a natural screen of brush and trees and maintain same at a maximum possible height. Where natural or native plant material does not exist or of necessity has been removed during construction, then the Grantee shall provide suitable material for such screen such as shrubs which occur naturally in the park including salal, Oregon grape, salmonberry, thimbleberry, hazel, willow, ocean spray, blackberry, red or blue elderberry, and vine maple. The Grantee where possible shall use existing roads as provided for in Paragraph II, Ingress and Egress. Where existing roads are not available, the Grantee upon completion of construction shall provide suitable natural material as heretofore described to return the road to its natural state.

e. In clearing and maintaining the power line right-of-way in accordance with Exhibit "A" hereof, the Grantee shall use such means as are available, including staggering the borderline to minimize the visual and physical presence of the power right-of-way on the forest area.

IV.

SOIL CONSERVATION. Grantee hereby covenants to and with the Grantor to so use the easement and rights-of-way in such a manner as will adequately provide for the conservation of soil and the prevention of soil erosion.

V.

NOXIOUS WEEDS. Grantee hereby covenants to and with Grantor

to so use said easement and rights-of-way in a manner as will comply with the provisions of Oregon law relating to the destruction of, or prevention of, the spread or seeding of noxious weeds. The primary method to be used in controlling such weeds will be appropriate and timely seeding of exposed areas with Dutch white clover.

VI.

PREVENTION AND SUPPRESSION OF FIRE. In consideration of the rights and privileges granted herein to Grantee, Grantee hereby covenants to and with the Grantor to (a) dispose of all slashings and debris created by Grantee on lands of Grantor in a manner satisfactory to the Grantor; and (b) maintain said easement and rights-of-way and any patrol road, reasonably free of inflammable debris and, (c) take all reasonable precautions to prevent forest fires, brush and grass fires, and endeavor with all available personnel to suppress any fire originating on or threatening said easement and rights-of-way, and (d) to not burn on or near said easement or rights-of-way without first obtaining a burning permit from the Grantor or its designated representative during seasons when such permits are required by Grantor; and (e) immediately notify Grantor upon discovery of fire in the vicinity of said easement and rights-of-way.

VII.

MATERIALS AND LABOR. Grantee will fully pay for all materials joined or affixed to said easement and rights-of-way, and pay in full all persons who perform labor upon said easement and rights-of-way, and will not permit or suffer any mechanic's lien or

materialman's lien of any kind or nature to be enforced against said easement and rights-of-way for any work done or materials furnished thereon at Grantee's instance or request.

VIII.

INDEMNITY. Grantee shall and hereby expressly agrees to indemnify and save harmless the Grantor from all suits or actions of every name and description brought forth on account of any damage, injury, loss or expense received or sustained by any person or damage cost to any property, which damage, injury, loss, or expense is caused by Grantee's breach of this agreement, or from any act, omission or neglect of the Grantee, its officials, employes, or agents. For the purposes of this agreement, all persons, except members of the public authorized by Grantor to enter upon said premises and except the parties hereto, using said easement and rights-of-way under express authority of Grantee shall be deemed an agent of the Grantee.

IX.

LIABILITY OF GRANTEE. Grantee shall be liable to Grantor for all loss or damage to, or destruction of the property of Grantor, not herein authorized (including amounts expended by Grantor for fire fighting purposes or paid to fire protective organizations or like organizations), which loss or damage is the approximate result of any negligent act or omission of such Grantee, unless such loss or damage is a direct result of negligence or other fault of Grantor.

X.

PERFORMANCE BOND. Grantee shall obtain and maintain during the construction period of the electric power transmission

line, a performance bond issued by a surety company acceptable to Grantor in the amount of Five Thousand Dollars (\$5,000) as security for the performance of all the obligations to be performed hereunder by Grantee; the Grantee shall be and remain liable for any deficiency and for all amounts which may be due Grantor by reason of any default hereunder after the application of said performance bond. It being expressly understood by the parties hereto that the Grantee shall perform in accordance with the terms of this easement and that the heretofore described monetary sums are included herein only for the purpose of assuring the Grantor of such performance.

XI.

COMPLIANCE-LAWS AND REGULATIONS. Grantee hereby agrees to comply with all laws and regulations, federal, state, and local, applicable to the use of said easement and rights-of-way, including, but not limited to, those relating to the prevention, suppression, and control of fire, and all valid orders of federal, state and local officials pertaining thereto.

XII.

ASSIGNMENT. Grantee shall not assign nor transfer this agreement in whole or in part without the written consent of Grantor first had and obtained.

XIII.

RESERVATION BY GRANTOR. Grantor hereby expressly reserves the right of use and control over and across the strip of land described herein, and to make such use and provide such controls

of said use as the Grantor may desire that is not inconsistent with the rights herein granted. This land shall remain available to the public for park use but for regulations the Grantor may place on park use and but for the limitation as hereafter provided for in this Paragraph XIII. The Grantee for the purpose of constructing and maintaining its power line thereon may obtain from the Grantor (City of Portland, Bureau of Parks) written permission to limit public access to certain portions of the strip of land described herein where public access would constitute a danger to equipment, workmen, or the public. The Grantor upon written notice to the Grantee of its intention may use certain portions of the easement as designated by the Grantee for the planting, growing, thinning and harvesting of forest crops to a height of not more than 14 feet.

XIV.

COSTS AND FEES. In case Grantor shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Grantee shall and will pay to Grantor reasonable attorneys' fees in addition to the amount of judgment and cost.

XV.

TERMINATION. All rights of Grantee hereunder shall cease automatically; (a) if for a continuous period of five years, Grantee shall fail to use said easement and rights-of-way for the purposes stated herein; (b) upon insolvency, adjudication of bankruptcy or appointment of a receiver for the property of Grantee, and with approval of the Common Council of the City of Portland.

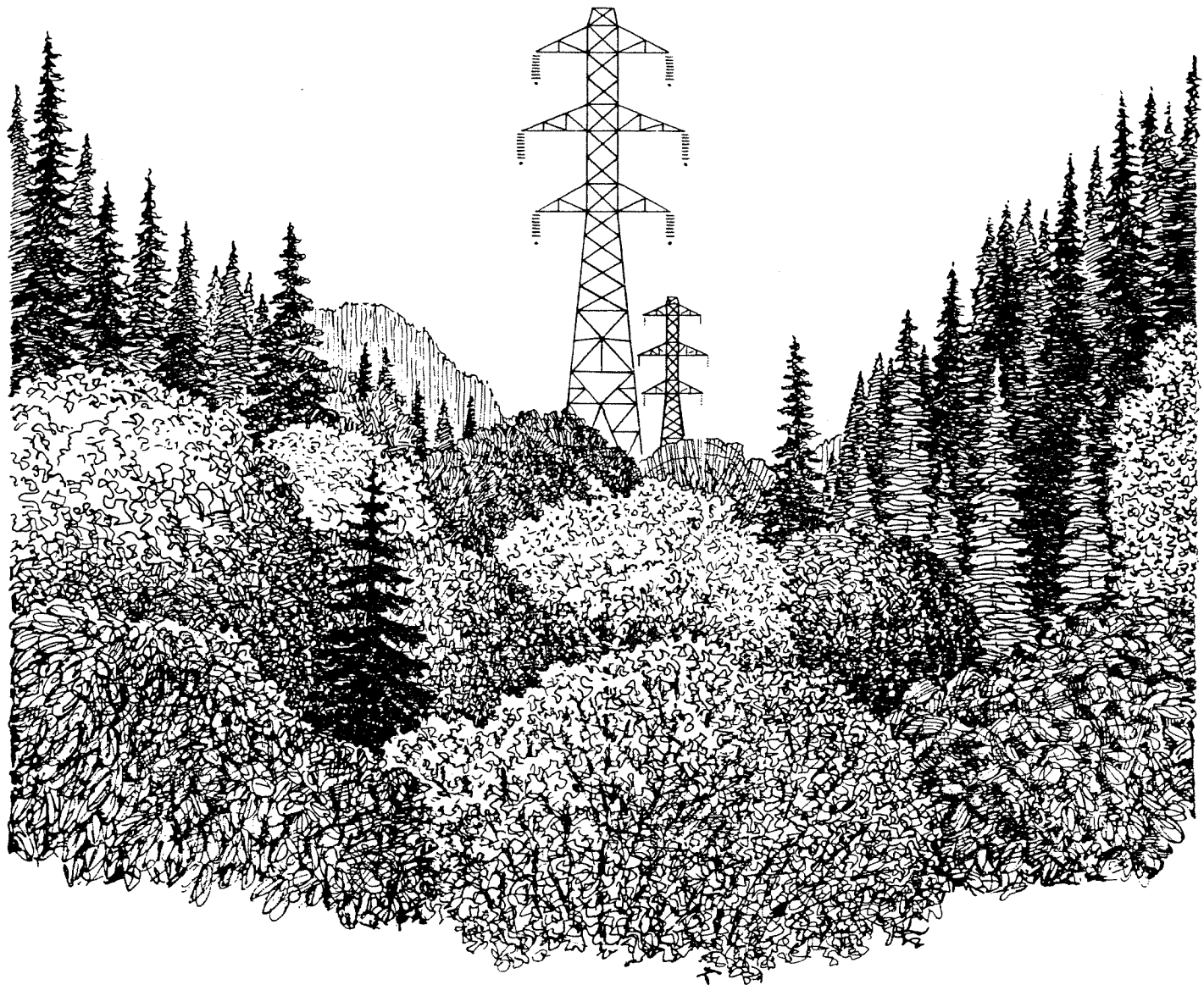


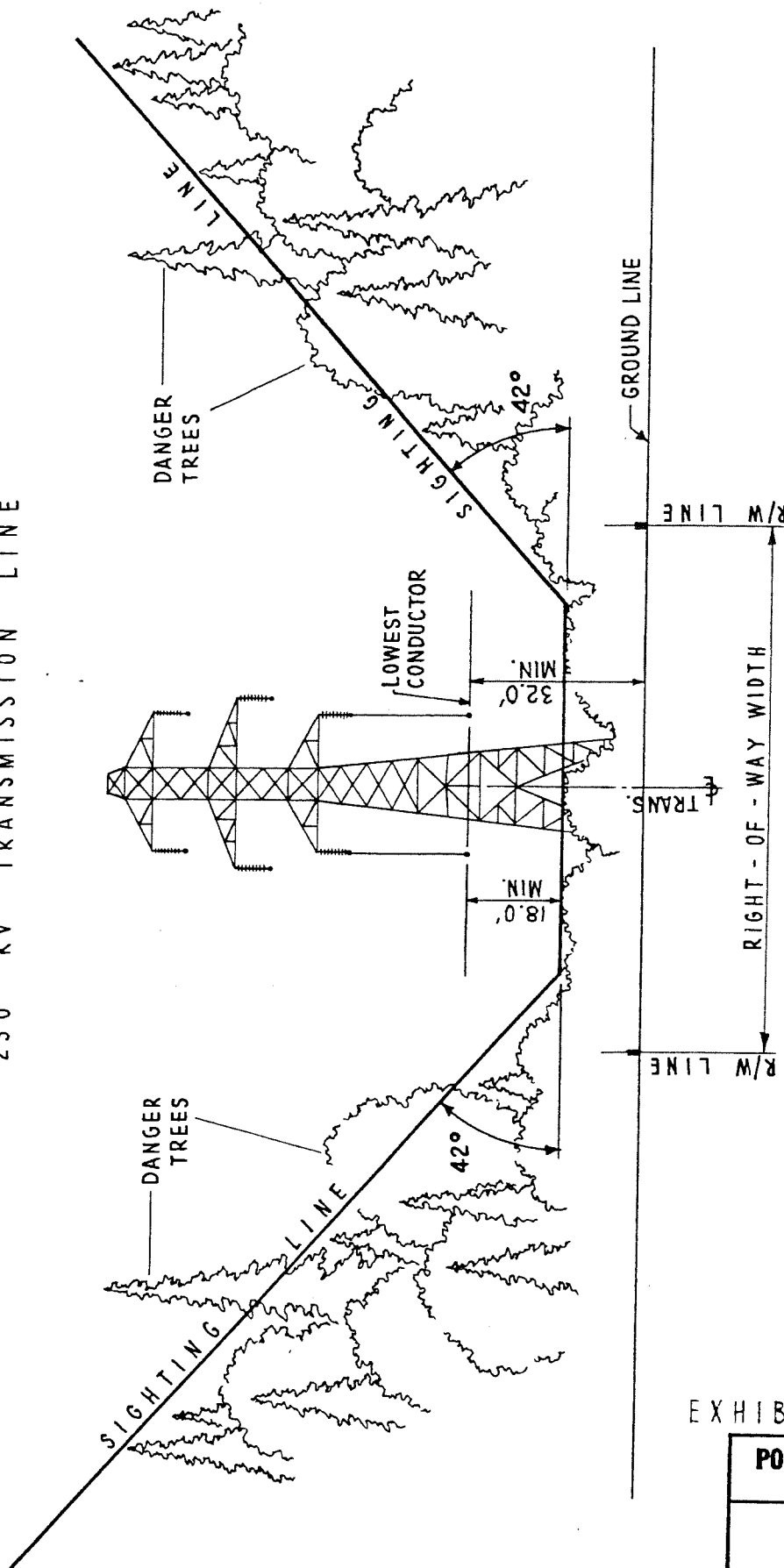
EXHIBIT A
SHEET 1

PORTLAND GENERAL ELECTRIC CO. PORTLAND, OREGON		
CLEARING SKETCH 230 KV TRANSMISSION CLASS II CLEARING		
SCALE _____	DATE MAR. 12, 1970	
DRAWN BY	DESIGN ENG'R.	CHECKED
J.T.H.	JTW	JTW
CH DESIGN ENG'R.	DESIGN SUPV.	
P.P. Vogel		E 2570

DATE	BY	DESCRIPTION	CK'D.	APP.
REVISIONS				

CLEARING DIAGRAM

230 KV TRANSMISSION LINE



DANGER TREES :
 CUT DANGER TREES, BRUSH AND SNAGS WHICH EXTEND ABOVE THE SIGHTING LINE AND WHICH, WHEN FALLING, COULD COME WITHIN 30 FEET OF THE CENTERLINE OF TRANSMISSION. (LIMITS OF DANGER TREE CLEARING SHALL BE 200' SLOPE DISTANCE FROM $\frac{1}{4}$ OF TRANSMISSION).

RIGHT-OF-WAY :
 PRESERVE ALL TREES, NATURAL GROWTH AND GROUND COVER THAT EXTEND NO HIGHER THAN A LINE 18 FEET BELOW THE MAXIMUM SAG POSITION OF THE CONDUCTORS EXCEPT ALONG CONSTRUCTION ROADS AND AT STRUCTURE LOCATIONS. PRESERVE ALL TREES, NATURAL GROWTH AND GROUND COVER THAT GROWS BELOW THE SIGHTING LINE.

EXHIBIT A SHEET 2

PORTLAND GENERAL ELECTRIC CO.
 PORTLAND, OREGON

CLEARING DIAGRAM
 230 KV TRANSMISSION
 CLASS II CLEARING

SCALE _____ DATE OCT. 9, 1970

DRAWN BY _____ DESIGN ENGR. _____ CHECKED _____

J.T.H.

DATE	BY	DESCRIPTION	CK'D.	APP.
REVISIONS				

CH. DESIGN ENGR. _____ DESIGN SUPV. _____
 CH. SYSTEM ENGINEER _____ E 2799

STRICT CONSTRUCTION. This agreement shall be binding upon the successors and assigns of the parties hereto, and the words and phrases hereinabove used, particularly those of indemnification, are to be strictly construed, that is to say, the same are to be given their full, exact and technical meaning and shall not be extended by implication beyond the literal meaning thereof.

XVII.

NOTICE. All notices or other communications provided for herein may be served personally or by certified mail addressed to the parties to be served as follows; either party may change his address or designated authorized representative by written notice:

- a. Grantee, Portland General Electric Company, 621 S.W. Alder Street, Portland, Oregon 97205
- b. Grantor, City Auditor, City Hall, Portland, Oregon 97204

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first hereinabove written.

Recorded By
Title Insurance National
Compare



CITY OF PORTLAND
By [Signature]
Mayor

By [Signature]
[Title]

PORTLAND GENERAL ELECTRIC COMPANY
By [Signature]
VICE PRESIDENT

By [Signature]
Secretary

Approved as to form:

[Signature]

APPROVED: [Signature]
MANAGER - LAND DEPARTMENT

ORDINANCE No. 132226

An Ordinance authorizing an agreement with Portland General Electric Company to provide for an electric transmission line easement adjacent to the Bonneville right-of-way in Forest Park.

The City of Portland ordains:

Section 1. The Council finds that by Resolution No. 30640, the City approved the concept of granting to Portland General Electric Company a power line easement through Forest Park because of its needs to transmit energy generated at the Trojan plant, that the Resolution provided that the Commissioner of Public Affairs negotiate with Portland General Electric to establish a plan for the power right-of-way which is consistent with the long range park development and use which minimizes the power right-of-way impact upon park ecology, that such a plan has been devised and is included in Exhibit "A" attached to the original only hereof which sets forth right-of-way maintenance standards for continued use of the area as a park, that Exhibit "A" is an appropriate form of agreement and sets forth the land description of the right-of-way as well as other terms and conditions; and that it is appropriate and in the public interest to enter into said agreement with Portland General Electric; now, therefore, the Mayor and Commissioner of Public Affairs are hereby authorized to execute on behalf of the City an agreement similar in form to Exhibit "A" attached to the original only hereof, and by this reference made a part hereof, granting a power transmission line easement in Forest Park.

Recorded By
Pioneer National
Title Insurance Company

24
FEB 17 1971

Passed by the Council,

Commissioner Ivancie
2/12/71
DCJ:at

Henry D. Schrank
Mayor of the City of Portland

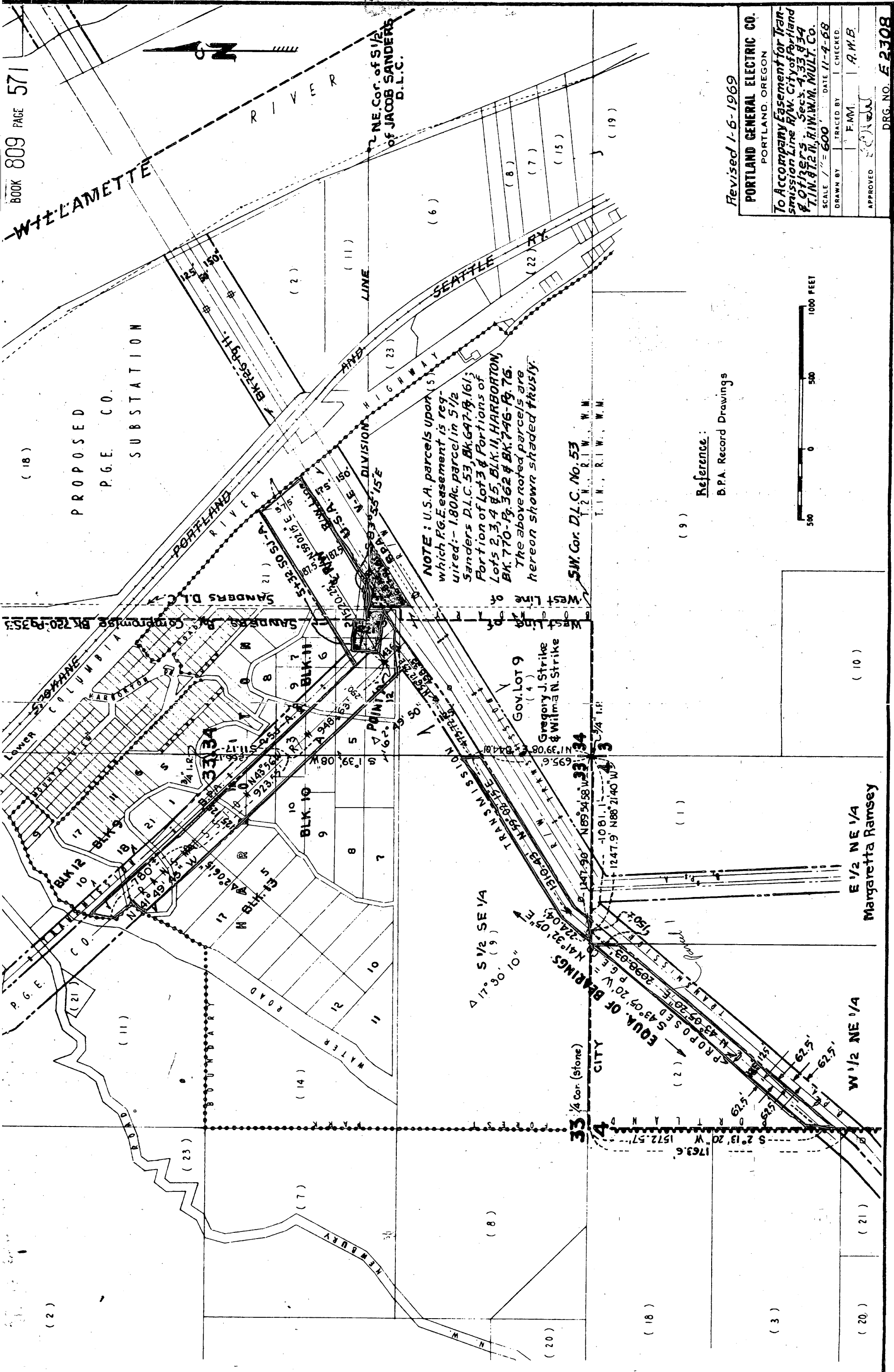
Attest:

George Yerhovick
Auditor of the City of Portland

WILLAMETTE RIVER



PROPOSED
P.G.E. CO.
SUBSTATION



NOTE: U.S.A. parcels upon which P.G.E. easement is required: - 1.80 Ac. parcel in S 1/2 Sanders D.L.C. 53, Bk. 647-19, 161; Portion of Lot 3 & Portions of Lots 2, 3, 4 & 5, BLK. II, HARBORTON, Bk. 770-19, 362 & Bk. 746-19, 76. The above noted parcels are hereon shown shaded & trusty.

S.W. Cor. D.L.C. No. 53
T. 2 N., R. 1 W., W.M.
T. 1 N., R. 1 W., W.M.

Reference:
B.P.A. Record Drawings



Revised 1-6-1969

PORTLAND GENERAL ELECTRIC CO.
 PORTLAND, OREGON

To Accompany Easement for Transmission Line R/W. City of Portland & Others Secs. 4, 33 & 34 T. 1 N. & 2 N., R. 1 W., W.M., MULV. Co.

SCALE 1" = 600' DATE 11-4-68
 DRAWN BY TRACED BY CHECKED
 F.M.M. A.W.B.
 APPROVED *[Signature]*

DRG. NO. E 2308

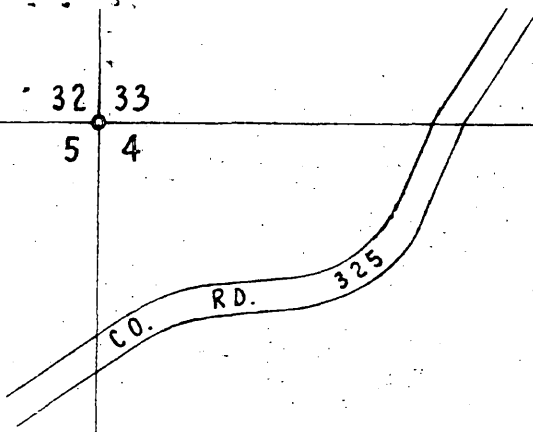
E 1/2 NE 1/4
Margaretta Ramsey

W 1/2 NE 1/4

32 33
5 4

T. 2 N., R. 1 W., W.M.
T. 1 N., R. 1 W., W.M.

1/4 COR.
Stone



(18)

1,572.57'
S. 2° 13' 20" W.

(3)

CITY OF PORTLAND

± LENGTH = 1,480.18'
4.25 ACRES

SE 1/4 NW 1/4

(19)

(20)

S. 43° 05' 20" W.
302.33'

S. 49° 37' 40" W.
1,177.85'

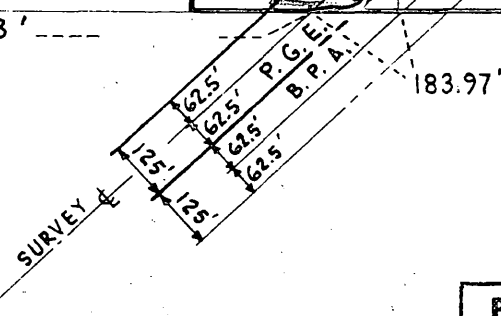
CO. TRANSMISSION R/W
TRANSMISSION R/W

(21)

S. 87° 34' 20" E.
1,561.33'

1/4 COR.
1 1/2 I.P.

CENTER OF SECTION 4



Recorded By
Pioneer National
Title Insurance Company

PORTLAND GENERAL ELECTRIC CO.
 PORTLAND, OREGON

TO ACCOMPANY POWER LINE OPTION
CITY OF PORTLAND
 SEC. 4, T. 1 N., R. 1 W., W.M.
 MULTNOMAH COUNTY, OREGON

SCALE 1" = 400' | DATE Nov. 5, 1969

DRAWN BY	TRACED BY	CHECKED
J.T.H.	J.T.H.	R.W.B.

APPROVED _____

MU 5 | DRG. NO. E2472

10239

AUDIT NO.	25624
DATE	MARCH 8, 1971
NAME	CITY OF PORTLAND
LOCATION	SEC. 4, T1N, R1W
AND SEC 33 & 34, AND JAGGS SAUNDERS D.L.O. T2N, R1W. COUNTY MULTNOMAH	
INCLUDING	4 5 6 8
EASEMENT FOR HARBERTON	
TO ST. MARYS LANE AND ORDINANCE No. 132226	
RENTAL	
EXPIRES	

STATE OF OREGON)
Multnomah County) ss.

I, JOHN D. WELDON, Director, Department of Records and Elections and Recorder of Conveyances, in and for said County, do hereby certify that this instrument of writing was recorded in the records of said County.

RECORDED

DEPARTMENT OF RECORDS AND ELECTIONS
MULTNOMAH COUNTY OREGON
1854

809 PAGE 573

BOOK 808

On Page 558

Witness my hand and seal of office affixed.

JOHN D. WELDON, Director, Department of Records and Elections.

WELDON & ELEC. CO., OREGON

Deputy.

57 PH '71

RETURN TO:
Portland General Electric Co
621 S. W. Alder Street
Portland, Oregon 97205
ATTENTION: C. J. Irehan

2250