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

Grantor's Mailing Address:
219 East Historical Columbia River Highway
Troutdale Oregon 97060

(Space above this line for Recorder's use)

Grantor: **City of Troutdale**
Grantee: **Portland General Electric Company**
APN/APN2: 1N3E25CA -09400; R290551

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged **CITY OF TROUTDALE,** 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 Multnomah County, Oregon as further described in Exhibit "A" attached hereto (the "**Property**").

The Easement affects a strip of land approximately Ten (10) feet in width (the "**Easement Area**"), and more particularly described in Exhibit "B" and depicted in Exhibit "C" 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. 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.

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 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. 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 Grantee finds it necessary to enforce any right under this Easement, Grantee 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 _____ day of _____, 2019.

GRANTOR:

City of Troutdale

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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, or on oath stated that s/he was authorized to execute the instrument as _____ of **City of Troutdale** and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 2019

_____
Notary Public

Printed Name:_____

EXHIBIT A
PROPERTY DESCRIPTION

Real property located in the County of Multnomah, State of Oregon as described below;

The east one-half of Lot 3 and all of Lots 4, 5, 6, and 8, Block 1 Troutdale

APN/APN2: 1N3E25CA -09400; R290551

Portland General Electric
121 SW Salmon Street · Portland, Ore. 97204

EXHIBIT B

EASEMENT AREA

LEGAL DESCRIPTION

A strip of land in a portion of Lot 8, Block 1, Plat of Troutdale, as described in Deed 94-108274, Township 1 North, Range 3 East, Section 25, Willamette Meridian, City of Troutdale, Multnomah County, Oregon more particularly described as follows:

A 10.00-foot-wide strip of land lying 5.00 feet on each side of the following described centerline:

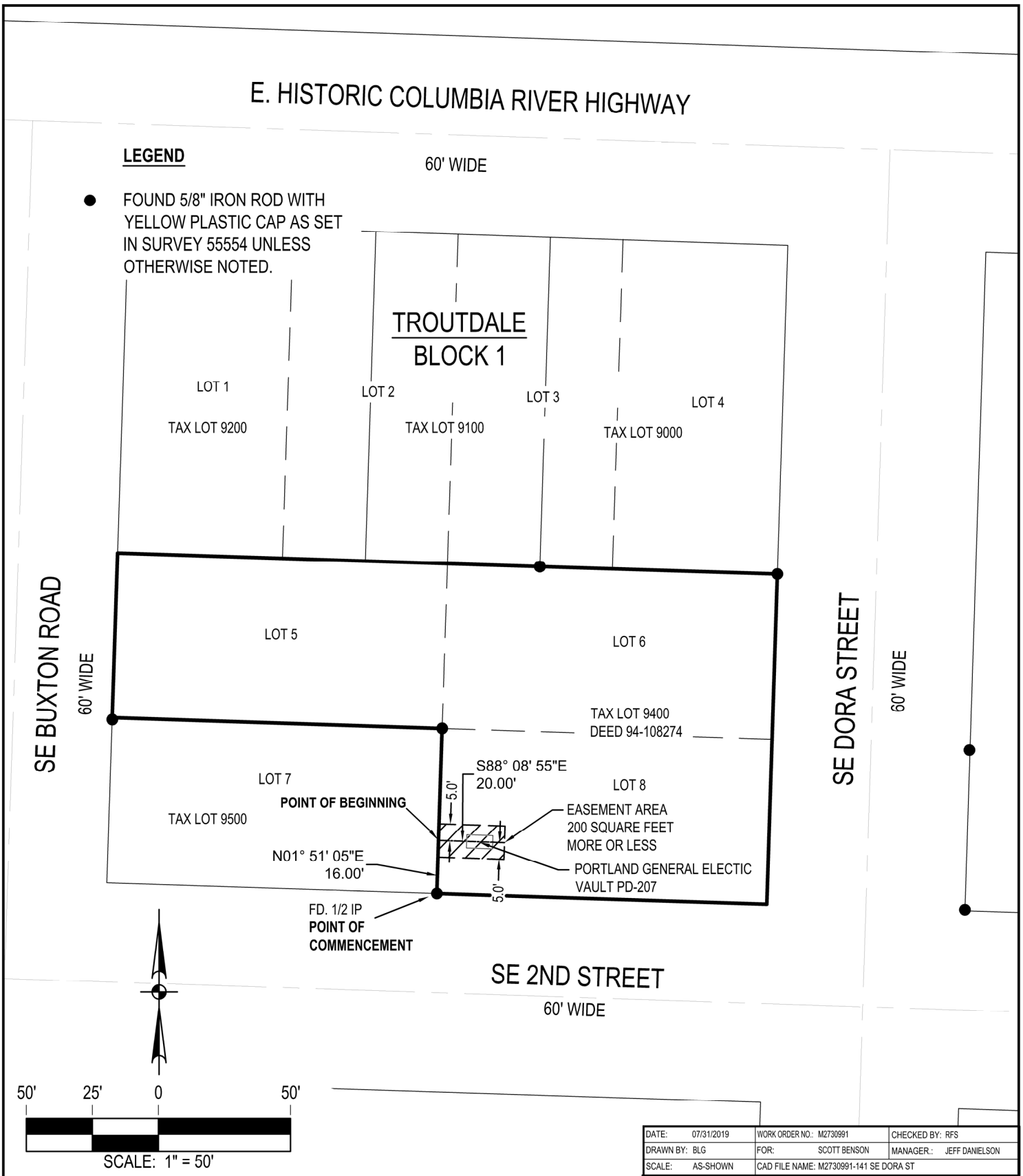
Commencing at a 1/2" iron pipe marking the southwest corner of said Lot 8; thence North 01°51'05" East, along the west line of said Lot 8, 16.00 feet to the intersection of the westerly extension of the centerline of Portland General Electric power vault PD-207 and the **Point of Beginning;** thence South 88°08'55" East along said centerline of power vault PD-207, 20.00 feet to the terminus of said easement.

Sidelines of said easement shall be shortened or lengthened to begin at the west line of said Lot 8.

The above described strip of land contains 200 square feet more or less.

Bearings are based on Oregon State Plane Coordinate system NAD83(2011), epoch 2010.000.

The above described parcel is shown on Exhibit "C" attached hereto, which by reference thereto is made a part hereof.



DATE: 07/31/2019	WORK ORDER NO.: M2730991		CHECKED BY: RFS
DRAWN BY: BLG	FOR: SCOTT BENSON		MANAGER.: JEFF DANIELSON
SCALE: AS-SHOWN	CAD FILE NAME: M2730991-141 SE DORA ST		

PORTLAND GENERAL ELECTRIC CO.
121 SW SALMON ST. PORTLAND, OR 97204

BOUNDARY LINES SHOWN HEREON WERE DEVELOPED FROM RECORD OF SURVEY 55554, MULTNOMAH COUNTY SURVEY RECORDS AND ORIENTED TO MONUMENTS FOUND AS SHOWN.

BEARINGS ARE BASED ON OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83/2011, EPOCH 2010.000.

EXHIBIT C

EASEMENT AREA
TAX LOT 9400, IN THE SW 1/4
OF SECTION 25, T. 1 N., R. 3 E., W.M.
MULTNOMAH COUNTY, OREGON

DRAWING NO.:

M2730991