



March 12, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Easement at the North Willamette Research and Extension Center Providing
Portland General Electric Access to Install Electric Service for a New Irrigation Well

Purpose/Outcome	Approval of PGE easement for installation of electrical service at County-owned property leased to Oregon State University for agricultural research and education south of Wilsonville.
Dollar Amount and Fiscal Impact	Estimated cost of electrical service installation is \$20,000. No fiscal impact to County.
Funding Source	North Willamette Research and Extension Service budget. This infrastructure improvement project is specially funded with an OSU College of Agricultural Sciences grant for the entire project (electrical service, well house construction, piping to mainline, pumps, safety equipment) of approximately \$110,000.
Duration	Continuous.
Previous Board Action/Review	None.
Strategic Plan Alignment	1. Infrastructure improvement at NWREC is a high priority need. This new well more than doubles irrigation capacity at the Center to support growing research and education programs plus provide a critical back up source of water in the event of an emergency. 2. Build Strong Infrastructure; Honor, utilize, promote and invest in our natural resources.
Counsel Review	March 4, 2020 (Nate Boderman)
Contact Person	NWREC Director, Mike Bondi (503-705-2434)

BACKGROUND: An easement Clackamas County is needed to provide Portland General Electric to bring electrical service onto the North Willamette Research and Extension Center. Electrical service is required for the development of a new irrigation well at the Center to support their growing agricultural research and education programs at NWREC.

All expenses incurred for this project are the responsibility of NWREC and Oregon State University.

RECOMMENDATION: Staff recommends the Board authorize the easement providing Portland General Electric access to the North Willamette Research and Extension Center, 15210 NE Miley Road, Aurora, for the installation of electrical service for a new irrigation well at the Center.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M.C. Bondi". The signature is stylized and cursive.

Michael C. Bondi, Director
North Willamette Research and Extension Center



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:
Clackamas County
306 Administrative Services
Corvallis, OR 97331

(Space above this line for Recorder's use)

Grantor: **Clackamas County, a political subdivision of the State of Oregon**

Grantee: **Portland General Electric Company**

APN/APN2: 31W2500500 / 05002020

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **CLACKAMAS COUNTY**, a political subdivision of the State of Oregon ("**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 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 area depicted in Exhibit "B", 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 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.

If Grantee fails to use the Easement for the purposes described in this instrument for a period of three hundred sixty five (365) consecutive days, this Easement may be terminated by Grantor; provided Grantor provides Grantee written notice of Grantor's intent to terminate the Easement for non-use and Grantee fails to provide Grantor with written notice that Grantee is using the Easement within ninety (90) days of Grantee's receipt of Grantor's notice. In the event of the termination of the Easement, Grantee shall cooperate with Grantor in recording an instrument memorializing the termination/release of the Easement, at Grantor's expense.

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 _____, 20____.

GRANTOR: CLACKAMAS COUNTY

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

Dated: _____, 20____.

Notary Public

My commission expires: _____


EXHIBIT A
PROPERTY DESCRIPTION

Part of the South half of the Northeast quarter, and part of the North half of the Southeast quarter of Section 25 in T.3.S.R.1.West of the W.M., described as: Beginning at a point 3.50 chains south of the quarter section corner on the east line of said Section 25; thence West 40 chains; thence North 12.95 chains; thence East 40 Chains; thence South to the place of beginning.

Subject to:

- 1. The rights of the public in and to that portion lying within the boundaries of public roads.**
- 2. An easement created by instrument, including the terms and provisions thereof, recorded July 15, 1957 in Deed Book 528 Page 70 in favor of Portland General Electric Company.**

Exhibit B

 Proposed 10' PGE Easement

ADDRESS:
15210 NE MILEY RD
AURORA OR 97002

APN: 31W25 00500

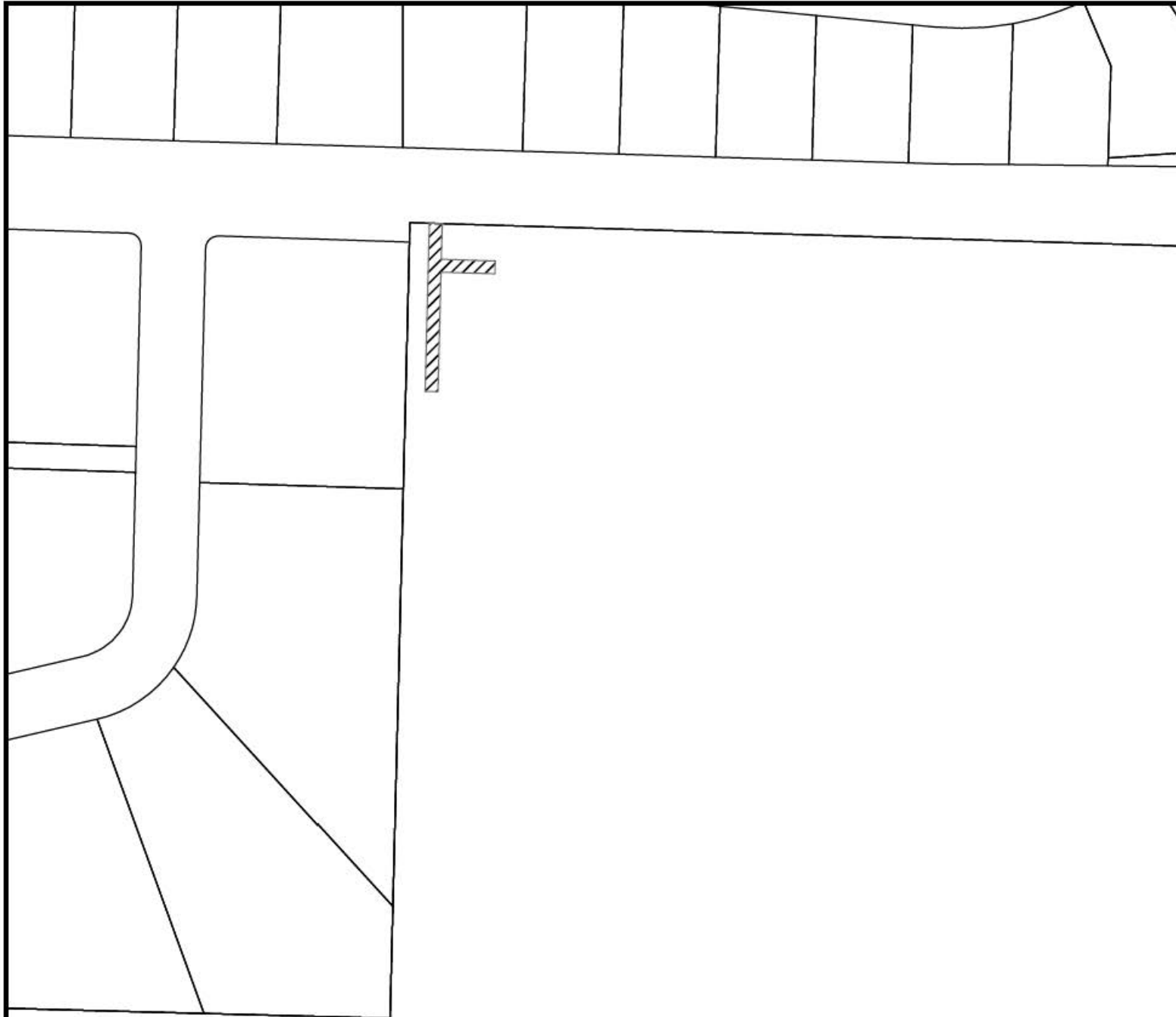
JOB: M2803272



DISCLAIMER: The graphic representations and other information/data contained herein (collectively the "Depiction") is the property of PGE. The Depiction is made available for your review for informational purposes only. The Depiction does not represent a legal survey or a legal boundary description. Information derived from GIS data is subject to change. Property lines as depicted may not correspond to actual locations. The Depiction is provided "AS IS" without any guarantee, representation or warranty of any kind, either express, implied, or statutory. PGE assumes no liability with respect to any reliance you place on the Depiction."

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0 25 50 100 US Feet

