



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

April 17, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of two Utility Easements to Portland General Electric Company for a transmission line along Stafford Road. Total Easements Value is \$8,818. Revenue is to be allocated to the County Road Fund. No County General Funds are involved.

| | | | |
|-------------------------------------|--------------------------------|---------------------------|--------------|
| Previous Board Action/Review | None | | |
| Performance Clackamas | Build a strong infrastructure. | | |
| Counsel Review | Caleb Huegel 3/26/25 | Procurement Review | No |
| Contact Person | Carol Hager | Contact Phone | 503-742-4674 |

EXECUTIVE SUMMARY: Portland General Electric Company (PGE) is seeking utility easements on two County-owned properties on Stafford Road for the construction of its planned Rosemont-Wilsonville Line. The properties are tax lots 21E21CA01500 and 21E21CA00600. PGE has offered to pay \$8,818 in compensation for the easements. That amount is based on a report by a certified appraiser.

Tax lot 21E21CA01500 was acquired by the County in 2008 as part of the Tualatin River (Stafford Rd) Bridge Project. Tax lot 21E21CA00600 was transferred to the County in 2004 through tax foreclosure deed. In 2009, tax lot 600 was transferred to the Roads (Transportation Maintenance) Department.

PGE has separately applied for condemnation authority from the State and land use approval from the County for the transmission line. Granting these easements will not affect those separate proceedings.

RECOMMENDATION: Staff respectfully recommends that the Board of County Commissioners:

- Approve the granting of two Utility Easements to PGE.
- Approve the allocation of \$8,818 of compensation to the County Road Fund.

Respectfully submitted,

Dan Johnson

Dan Johnson
Director of Transportation & Development

For Filing Use Only



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 Department of Transportation
150 Beaver Creek Road
Oregon City, OR 97045

(Space above this line for Recorder's use)

Grantor: **Clackamas County**

Grantee: **Portland General Electric Company**

APN/APN2: **21E21CA 00600 / 00357713**

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**"), 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 (the "**Property**").

The Easement affects a strip of land more particularly described in Exhibit "B" and depicted in Exhibit "C" attached hereto (the "**Easement Area**"). The Easement Area is defined using the center line of SW Stafford Road described in Exhibit "A" attached hereto.

TERMS, CONDITIONS AND COVENANTS

1. Said Easement and right of way shall be for the following purposes: the non-exclusive, perpetual right to enter upon and to construct, maintain, repair, replace (of initial or any size), operate and patrol electric power lines, including the right to install such poles, wires, cables, guys and support as are necessary thereto, together with the present and future right to clear said right of way, without Grantee paying compensation, as necessary to accomplish the above purpose and as Grantee deems necessary to comply with state or federal regulations. Solely to the extent necessary to exercise its rights under the Easement, Grantee has ingress and egress rights over and across the Property and Grantor's adjoining property interests, in connection with or related to all or any portion of the foregoing.

2. Grantor shall have the right to use the Easement Area for all purposes, provided that such use does not unreasonably interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. Grantor shall not build or erect any structure upon the Easement without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

3. Grantor hereby warrants that Grantor is possessed of a marketable title to the Property covered by this Easement and has the right to grant the same.

4. Grantee will repair any damage it causes to the Property and agrees to restore the Property as nearly as practicable to its condition immediately preceding Grantee's access to, and installation, repair or maintenance activities on the Easement Area, excepting vegetation management performed by Grantee per this Easement, normal wear and tear, and changes in the condition solely caused by Grantor or persons or entities other than Grantee, its agents or contractors.

5. In no event shall Grantee or Grantor be liable to the other party 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 a party's sole, joint or concurrent negligence.

6. Grantee shall indemnify, protect, defend and hold harmless Grantor, its heirs and assigns (each, an "indemnified person") for, from and against claims, liabilities, costs and expenses resulting from any act or omission of Grantee or its agents on or about the Easement. Notwithstanding the foregoing, Grantee shall not be liable in respect of (and the foregoing indemnity shall not cover) any claim, damage, loss, liability, cost or expense to the extent the same resulted from the negligence or willful misconduct of Grantor.

7. This Easement, 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. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted Grantee pursuant hereto and loss of value incidental to or in any way associated with the Property and/or the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor and recorded. 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 they were authorized to execute the instrument as _____ of **CLACKAMAS COUNTY** and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 20__.

Notary Public
My commission expires: _____



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

EXHIBIT A
SW STAFFORD ROAD CENTERLINE DESCRIPTION
(RELOCATED CENTERLINE BASED ON SURVEY 2011-129)
LEGAL DESCRIPTION

A strip of land being a portion of Clackamas County Roll Map of Market Road 12, Unit 3, Oswego to Wilsonville, Sharp Hill Section, lying in a portion of Section 21 of Township 2 South, Range 1 East, Clackamas County, Oregon, the centerline more particularly described as follows:

Beginning at a 5/8" iron rod with cap inscribed "COMPASS ENGINEERING" marking relocated centerline station 72+01.31 of said SW Stafford Road, per Clackamas County survey number 2011-129, said monument also marks station 60+74.83 per Clackamas County survey number 2009-058;

Thence North 35°06'06" East 232.69 feet to centerline station 74+34.00; thence North 41°07'22" East 66.00 feet to centerline station 75+00.00 per said survey number 2011-129; thence continuing North 41°07'22" East 100.00 feet to the beginning of a tangent curve to the left having a radius of 1100 feet; thence northeasterly 173.56 feet along said curve through a central angle of 9°02'24" to the point of tangency at station 77+73.56; thence North 32°04'58" East 745.83 feet to the beginning of a tangent curve to the right, having a radius of 650.00 feet, thence northeasterly 194.90 feet along said curve, through a central angle of 17°10'47" to the point of tangency at station 87+14.28; thence North 49°15'45" East 488.64 feet to the beginning of a tangent curve to the left, having a radius of 650.00; thence northeasterly 325.98 feet along said curve, through a central angle of 28°44'04" to the point of tangency at station 95+28.91, said station bears North 31°04'04" West 36.93 feet from a 5/8" iron rod with cap labeled "DEA INC" and North 47°00'22" East 75.10 feet from a 5/8" iron rod with cap labeled "DEA INC" per said survey 2011-12 and the **TERMINUS** of said centerline.

Bearings based on Oregon State Plane coordinate system, North zone, NAD83/2011, Epoch 2010.0000.



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 I, Shadow Wood Park per Deed 1988-34967, Clackamas County Official records, in the southwest quarter of Section 21, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, lying southeasterly of the centerline of SW Stafford Road, described in Exhibit "A" attached hereto, more particularly described as follows:

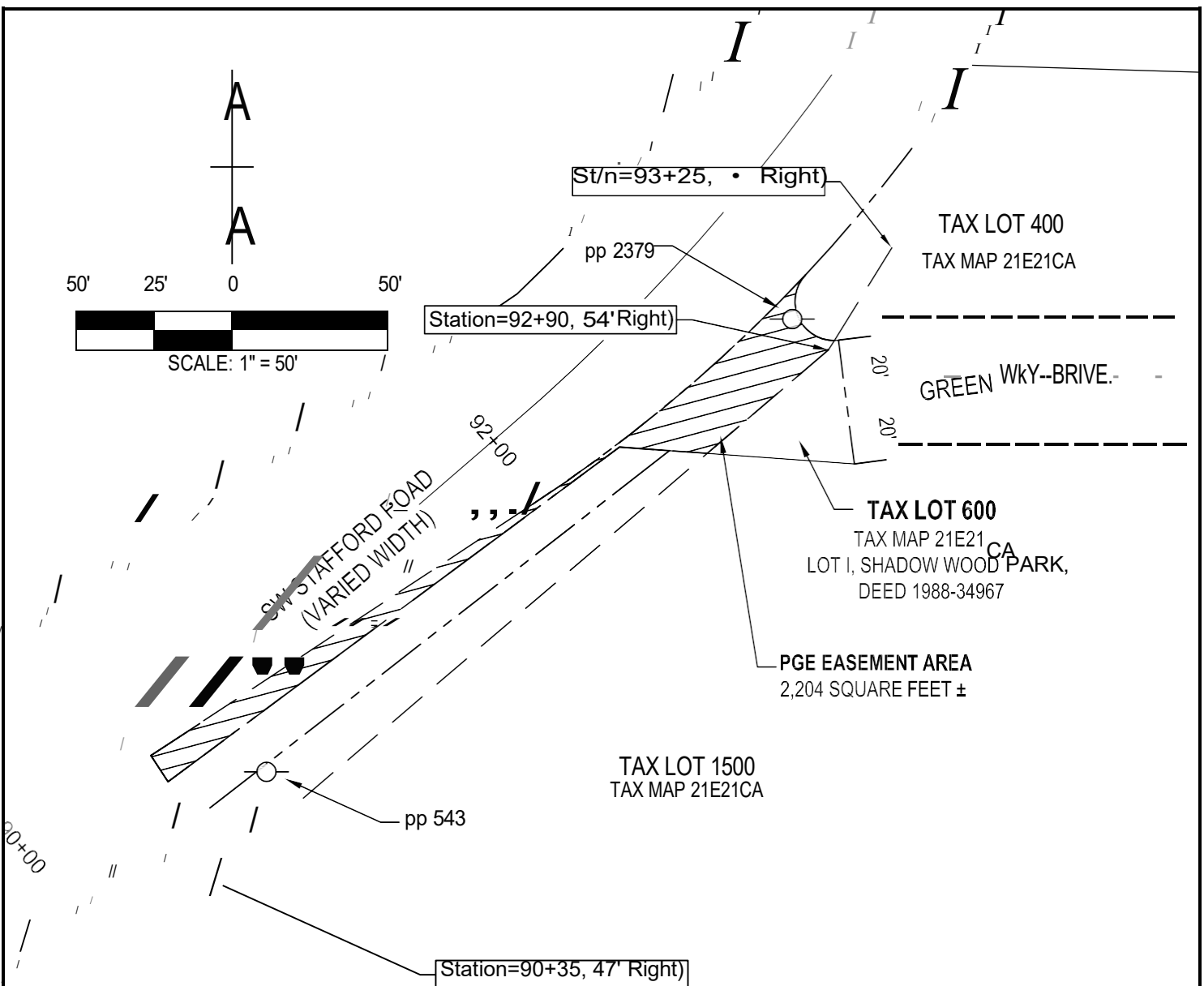
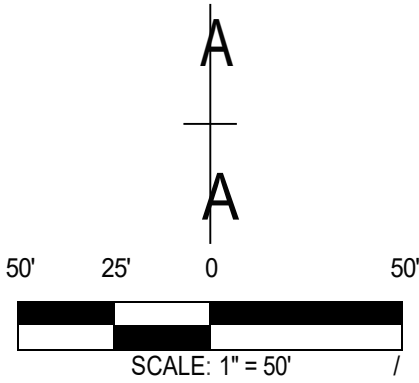
All of that parcel described in said Deed 1988-34967, lying northwesterly of, when measured at right angles or radial to a line described as follows:

Beginning at Engineers station 90+35, 47 feet right, per Clackamas County survey number 2011-129 to centerline station 92+90, 54 feet right;
thence from centerline station 92+90, 54 feet right to centerline station 93+25, 49 feet right.

EXCEPT any portion lying within the right-of-way of SW Stafford Road.

The above described strip of land contains 2,204 square feet, more or less.

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



LEGEND

| | |
|-----------|-------------------------|
| e | FOUND MONUMENT |
| ○ | POWER POLE |
| — — — — — | OHP OVERHEAD POWER LINE |
| — — — — — | ROAD CENTERLINE |
| — — — — — | RIGHT-OF-WAY EASEMENT |
| — — — — — | PROPERTY LINE |

DISCLAIMER: THE GRAPHIC REPRESENTATIONS AND OTHER INFORMATION/DATA CONTAINED HEREIN (COLLECTIVELY THE "DEPICTION") IS THE PROPERTY OF PGE. THE DEPICTION DOES NOT REPRESENT AN ACTUAL BOUNDARY SURVEY AND RESOLUTION. INFORMATION DERIVED FROM GIS AND OTHER DATA SHOWN IS SUBJECT TO CHANGE. THE DEPICTION IS MERELY TO AID IN DESCRIBING THE CONFIGURATION AND LOCATION OF THE PARCEL OF LAND IN THE ACCOMPANYING LEGAL DESCRIPTION.

| | |
|------------------------|---|
| | PORTLAND GENERAL ELECTRIC CO. 121 SW SALMON ST. PORTLAND, OR 97204 |
| | <p align="center">EXHIBIT C</p> <p align="center">EASEMENT AREA</p> <p align="center">CLACKAMAS COUNTY,</p> <p align="center">SEC. 21, T. 2 S., R. 1 E., W.M.</p> |
| DRAWING NO: | |
| <p>M2764844</p> | |



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:
807 Main Street
Oregon City, OR 97045

(Space above this line for Recorder's use)

Grantor: **CLACKAMAS COUNTY**

Grantee: **Portland General Electric Company**

APN/APN2: **21E21CA01500 / 00357802**

PGE UTILITY EASEMENT

For good and valuable consideration, the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **CLACKAMAS COUNTY** ("**Grantor**"), 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 (the "**Property**").

The Easement area is defined using the center line of SW Stafford Road described in Exhibit "A" attached hereto. The Easement affects a strip of land more particularly described in Exhibit "B" and depicted in Exhibit "C" attached hereto (the "**Easement Area**").

TERMS, CONDITIONS AND COVENANTS

1. Said Easement and right of way shall be for the following purposes: the non-exclusive, perpetual right to enter upon and to construct, maintain, repair, replace (of initial or any size), operate and patrol electric power lines, including the right to install such poles, wires, cables, guys and support as are necessary thereto, together with the present and future right to clear said right of way, without Grantee paying compensation, as necessary to accomplish the above purpose and as Grantee deems necessary to comply with state or federal regulations. Solely to the extent necessary to exercise its rights under the Easement, Grantee has ingress and egress rights over and across the Property and Grantor's adjoining property interests, in connection with or related to all or any portion of the foregoing.

2. Grantor shall have the right to use the Easement Area for all purposes, provided that such use does not unreasonably interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement.

Grantor shall not build or erect any structure upon the Easement without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

3. Grantor hereby warrants that Grantor is possessed of a marketable title to the Property covered by this Easement and has the right to grant the same.

4. Grantee will repair any damage it causes to the Property and agrees to restore the Property as nearly as practicable to its condition immediately preceding Grantee's access to, and installation, repair or maintenance activities on the Easement Area, excepting vegetation management performed by Grantee per this Easement, normal wear and tear, and changes in the condition solely caused by Grantor or persons or entities other than Grantee, its agents or contractors.

5. In no event shall Grantee or Grantor be liable to the other party 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 a party's sole, joint or concurrent negligence.

6. Grantee shall indemnify, protect, defend and hold harmless Grantor, its heirs and assigns (each, an "indemnified person") for, from and against claims, liabilities, costs and expenses resulting from any act or omission of Grantee or its agents on or about the Easement. Notwithstanding the foregoing, Grantee shall not be liable in respect of (and the foregoing indemnity shall not cover) any claim, damage, loss, liability, cost or expense to the extent the same resulted from the negligence or willful misconduct of Grantor.

7. This Easement, 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. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted Grantee pursuant hereto and loss of value incidental to or in any way associated with the Property and/or the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor and recorded. 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: _____
Printed 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 they were authorized to execute the instrument as _____ of **CLACKAMAS COUNTY** and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 20__.

Notary Public
My commission expires: _____



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

EXHIBIT A
SW STAFFORD ROAD CENTERLINE DESCRIPTION
(RELOCATED CENTERLINE BASED ON SURVEY 2011-129)
LEGAL DESCRIPTION

A strip of land being a portion of Clackamas County Roll Map of Market Road 12, Unit 3, Oswego to Wilsonville, Sharp Hill Section, lying in a portion of Section 21 of Township 2 South, Range 1 East, Clackamas County, Oregon, the centerline more particularly described as follows:

Beginning at a 5/8" iron rod with cap inscribed "COMPASS ENGINEERING" marking relocated centerline station 72+01.31 of said SW Stafford Road, per Clackamas County survey number 2011-129, said monument also marks station 60+74.83 per Clackamas County survey number 2009-058;

Thence North 35°06'06" East 232.69 feet to centerline station 74+34.00; thence North 41°07'22" East 66.00 feet to centerline station 75+00.00 per said survey number 2011-129; thence continuing North 41°07'22" East 100.00 feet to the beginning of a tangent curve to the left having a radius of 1100 feet; thence northeasterly 173.56 feet along said curve through a central angle of 9°02'24" to the point of tangency at station 77+73.56; thence North 32°04'58" East 745.83 feet to the beginning of a tangent curve to the right, having a radius of 650.00 feet, thence northeasterly 194.90 feet along said curve, through a central angle of 17°10'47" to the point of tangency at station 87+14.28; thence North 49°15'45" East 488.64 feet to the beginning of a tangent curve to the left, having a radius of 650.00; thence northeasterly 325.98 feet along said curve, through a central angle of 28°44'04" to the point of tangency at station 95+28.91, said station bears North 31°04'04" West 36.93 feet from a 5/8" iron rod with cap labeled "DEA INC" and North 47°00'22" East 75.10 feet from a 5/8" iron rod with cap labeled "DEA INC" per said survey 2011-12 and the **TERMINUS** of said centerline.

Bearings based on Oregon State Plane coordinate system, North zone, NAD83/2011, Epoch 2010.0000.



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

EXHIBIT "B"
EASEMENT AREA
19620 SW STAFFORD ROAD
LEGAL DESCRIPTION

A strip of land in a portion of Deed 2008-064458, Clackamas County Official records, in the southwest quarter of Section 21, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, lying southeasterly of the centerline of SW Stafford Road, described in Exhibit "A" attached hereto, more particularly described as follows:

All of that parcel described in said Deed 2008-064458, lying northwesterly of, when measured at right angles or radial to a line described as follows:

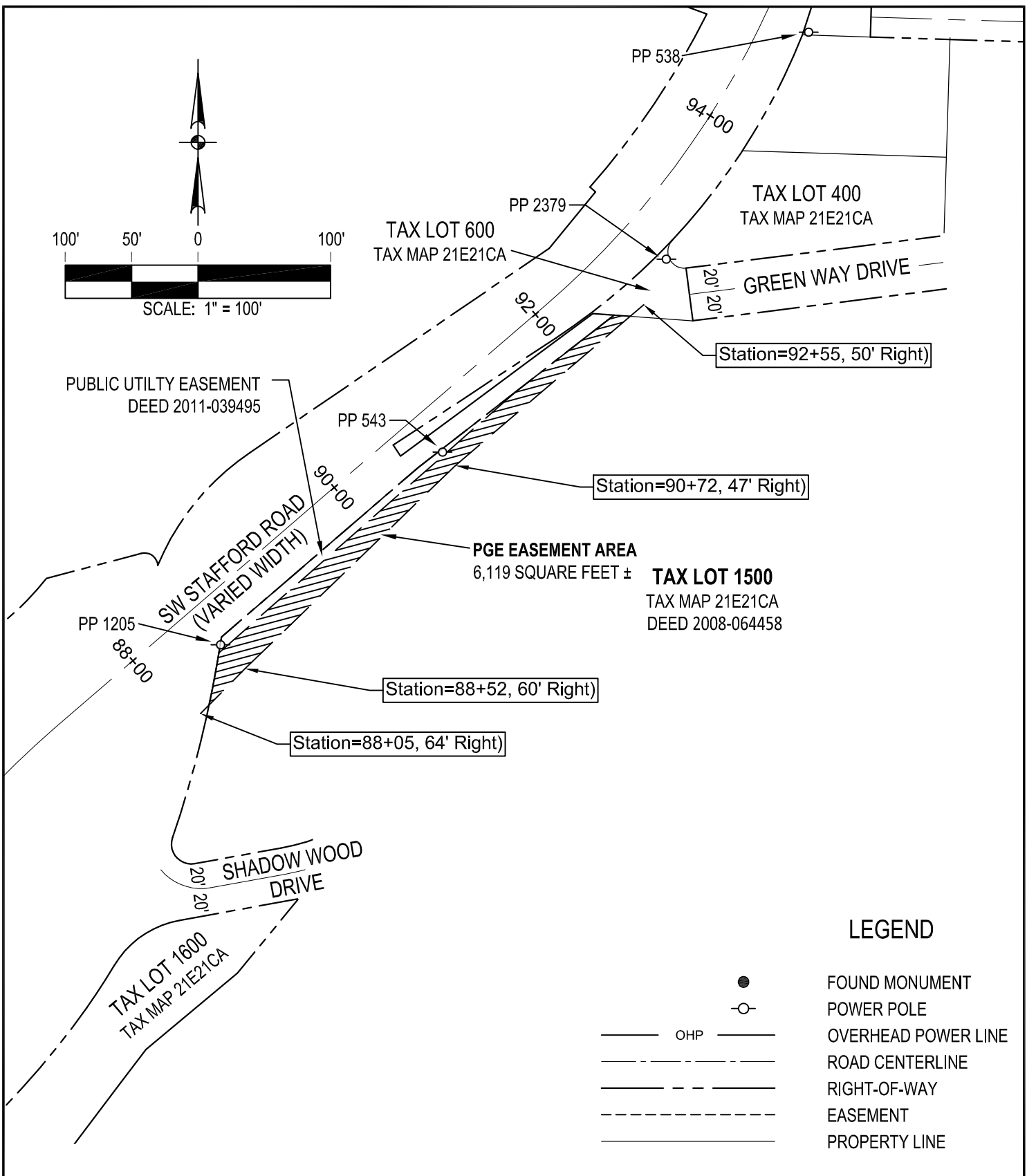
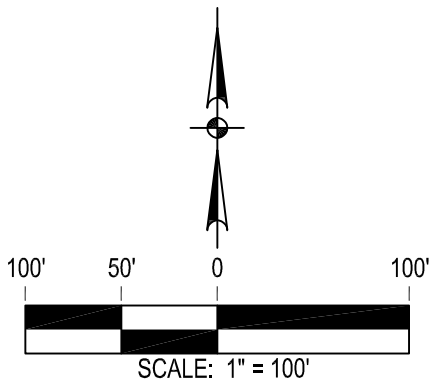
Beginning at Engineers station 88+05, 64 feet right, per Clackamas County survey number 2011-129 to centerline station 88+52, 60 feet right;
thence from centerline station 88+52, 60 feet right to centerline station 90+72, 47 feet right;
thence from centerline station 90+72, 47 feet right to centerline station 92+55, 50 feet right.

EXCEPT any portion lying within the right-of-way of SW Stafford Road.



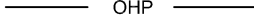
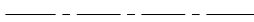



ALSO EXCEPT any portion lying within a public utility easement as described in Deed 2011-039495.

The above described strip of land contains 6,119 square feet, more or less.


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



LEGEND

-  FOUND MONUMENT
-  POWER POLE
-  OVERHEAD POWER LINE
-  ROAD CENTERLINE
-  RIGHT-OF-WAY
-  EASEMENT
-  PROPERTY LINE

DISCLAIMER: THE GRAPHIC REPRESENTATIONS AND OTHER INFORMATION/DATA CONTAINED HEREIN (COLLECTIVELY THE "DEPICTION") IS THE PROPERTY OF PGE. THE DEPICTION DOES NOT REPRESENT AN ACTUAL BOUNDARY SURVEY AND RESOLUTION. INFORMATION DERIVED FROM GIS AND OTHER DATA SHOWN IS SUBJECT TO CHANGE. THE DEPICTION IS MERELY TO AID IN DESCRIBING THE CONFIGURATION AND LOCATION OF THE PARCEL OF LAND IN THE ACCOMPANYING LEGAL DESCRIPTION.

| |
|--|
|  PORTLAND GENERAL ELECTRIC CO. 121 SW SALMON ST. PORTLAND, OR 97204 |
| EXHIBIT C EASEMENT AREA 19620 SW STAFFORD ROAD, CLACKAMAS COUNTY, SEC. 21, T. 2 S., R. 1 E., W.M. |
| DRAWING NO.: M2764844 |