



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 27, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Sitting/Acting as Development Agency Board
Clackamas County

**Approval of a Utility Easement to Portland General Electric in Order to Provide Needed Infrastructure
Across Development Agency Property. No County General Funds are Involved.**

Previous Board Action/Review	Discussed at Issues on April 25, 2023		
Performance Clackamas	1. Which indicator of success does this item affect? Approval will build public trust through good government and build a strong infrastructure.		
Counsel Review	No	Procurement Review	No
Contact Person	David Queener, Program Supervisor	Contact Phone	503-742-4322

EXECUTIVE SUMMARY:

The Development Agency owns a parcel located in the southeast corner of the Clackamas Town Center that is commonly referred to as the Tribute Grove. PGE has requested a utility easement be provided to them in order to extend power to a new ATM being installed on the Town Center property. There is no other feasible route available. If approved, the only facilities installed within the easement area will be underground conduit.

RECOMMENDATION:

Staff respectfully recommends that the Board approve and execute the utility easement to PGE in order to provide the necessary infrastructure to an adjoining property.

Sincerely,

Dan Johnson

Dan Johnson, Director
Department of Transportation and 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 Development Agency
150 Beaver Creek Road
Oregon City, OR 97045

(Space above this line for Recorder's use)

Grantor: **Clackamas County Development Agency**

Grantee: **Portland General Electric Company**

APN/APN2: **12E33C 00601 / 05019473**

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **CLACKAMAS COUNTY DEVELOPMENT AGENCY**, the urban renewal agency of Clackamas County, Oregon, an Oregon corporate body politic ("**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 currently existing, constructed and/or to be constructed, extended or relocated on the Property, 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 generally depicted in Exhibit "B" 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 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.

Existing Systems. In addition to the Easement granted hereby, Grantor hereby confirms and ratifies all of Grantee's Systems currently located on the Property and, to the extent not previously conveyed to Grantee, hereby grants and conveys to Grantee a nonexclusive, perpetual easement and right-of-way with respect to such currently located Systems upon the terms and conditions set forth herein.

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

EXHIBIT A
PROPERTY DESCRIPTION

A tract of land lying in Lot 6 of "Clackamas Town Center" situated in the S.W. ¼ of Section 33, Township 1 South, Range 2 East, of the Willamette Meridian, County of Clackamas, State of Oregon, being more particularly described as follows:

Commencing at the southwest corner of Section 33; thence North 01°48'00" East along the west line of said Section 33 a distance of 217.24 feet; thence North 88°49'23" East 519.75 feet; thence North 88°48'29" East 966.03 feet; thence North 88°34'43" East 488.27 feet; thence North 02°08'24" West 129.80 feet to the POINT OF BEGINNING; thence North 0°59'54" East 36.05 feet; thence North 85°17'44" East 22.31 feet; thence North 0°30'04" West 85.59 feet; thence 6.52 feet along the arc of a 9.00 foot radius curve to the left through a central angle of 41°30'39" (the chord bears North 21°15'24" West 6.38 feet); thence North 87°56'28" West 45.34 feet to a point on a non-tangent curve; thence 65.81 feet along the arc of a 145.00 foot radius curve to the right through a central angle of 26°00'20" (the chord bears South 63°15'09" West 65.25 feet) to a point of compound curvature; thence 101.68 feet along the arc of a 75.00 foot radius curve to the left through a central angle of 77°40'36" (the chord bears South 37°25'01" West 94.07 feet); thence South 01°25'17" East 19.33 feet to a point of curvature; thence 7.76 feet along the arc of a 55.00 foot radius curve to the left through a central angle of 8°05'07" (the chord bears South 5°27'51" East 7.75 feet); thence South 88°00'26" East 50.52 feet; thence 5.25 feet along the arc of a 92.00 foot radius curve to the left through a central angle of 3°16'14" (the chord bears South 89°38'33" East 5.25 feet); thence North 88°43'20" East 83.99 feet to the POINT OF BEGINNING.

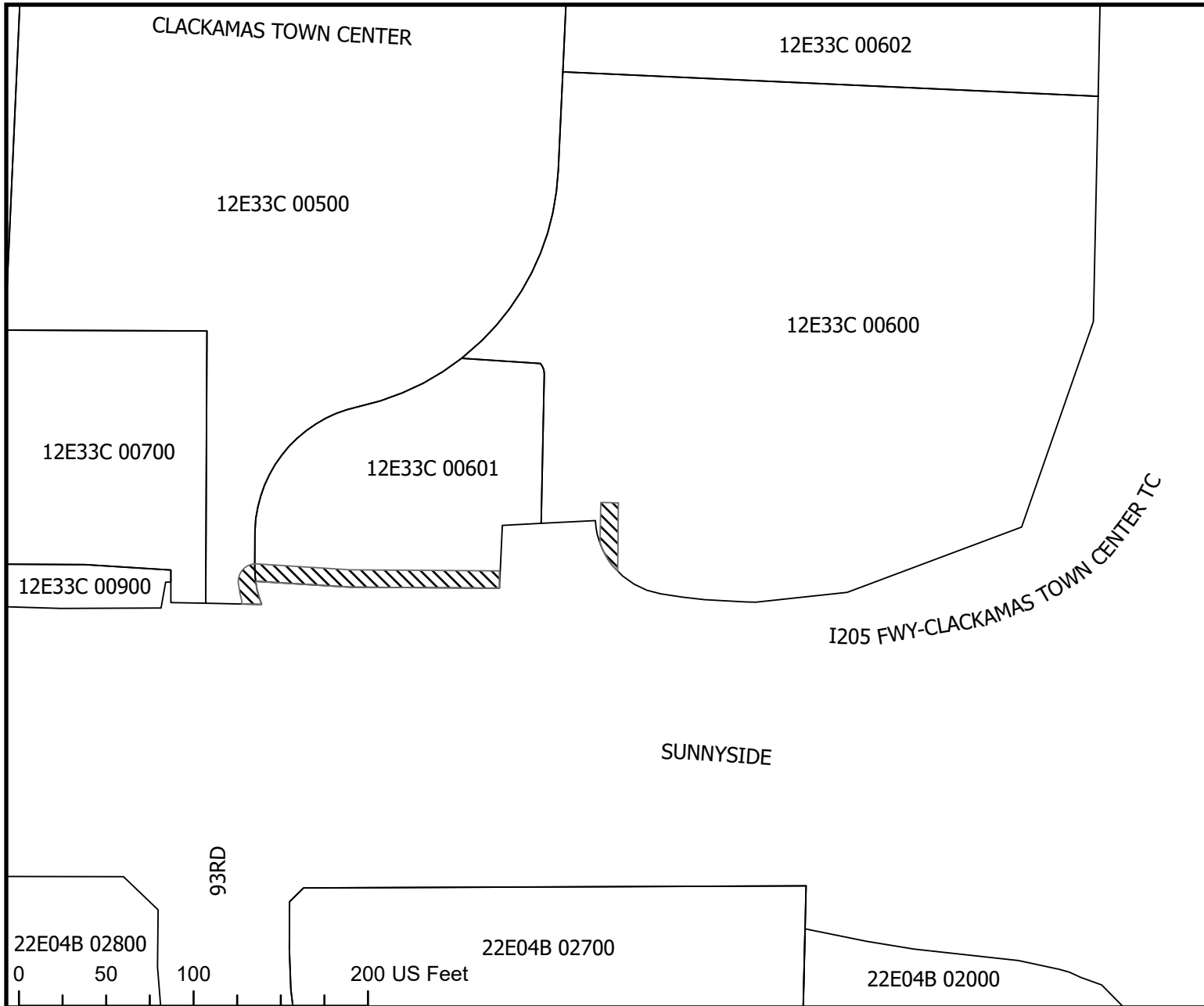


Exhibit B

 Easement Area

APN:
 12E33C 00500
 12E33C 00600
 12E33C 00601

JOB:
 M3154107



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