



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: March 12, 2025

Department: Business Services

Title: PGE Utility Easement

Management Update/Work Session Date: February 25, 2025 Audio/Visual aids

Time Required: 10 min Contact: Tamra Goettsch Phone: x3200

Requested Action: Approve a Utility Easement Agreement with PGE to provide electrical service to the new Evidence Building.

Issue, Description & Background: A new Evidence Building will be constructed at the Aumsville Highway Campus. As part of the new construction, the PGE electrical service will be upgraded to accommodate the additional electrical load. In order to perform this work, PGE is requiring a Utility Easement for the areas of the underground power lines. Note that since there is not an easement agreement currently in place, this easement is written to include existing power lines serving other buildings on the campus.

Financial Impacts: No financial impacts

Impacts to Department & External Agencies: No impacts to Departments & External Agencies

List of attachments: PGE Utility Easement

Presenter: Tamra Goettsch

Department Head Signature:



After Recording Please Return To:
Portland General Electric Company
Attn: Property Rights
121 SW Salmon Street, 1WTC1302
Portland, Oregon 97204-9951

Grantor's Mailing Address:
Marion County
Marion County Jail
PO Box 14500
Salem, OR 97309

(Space above this line for Recorder's use)

Grantor: **Marion County**
Grantee: **Portland General Electric Company**
APN/APN2: **082W080000101/530035**

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **MARION 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 Marion 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 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, 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 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, 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. Grantor may require Grantee to modify the Easement or relocate the Easement Area in order to accommodate Grantor's use of and/or condition of the Property. 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 or Grantor request, 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 either party institutes any suit or action to enforce any right under this Easement the prevailing party 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:

MARION COUNTY
BOARD OF COMMISSIONERS

MARION COUNTY

By: _____
Printed Name: _____
Title: _____

Chair

Commissioner

STATE OF _____)
) ss.
COUNTY OF _____)

Commissioner

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 **MARION 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: _____

EXHIBIT A
PROPERTY DESCRIPTION

Beginning at a point on the Northeasterly 30 foot right-of-way line of the Aumsville Highway in the Northwest 1/4 of Section 8, Township 8 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, said point being South 2° 24' 44" West 4,182.35 feet from the Northerly Northwest Corner of the Thomas Stanley D.L.C. #36; thence North 47° 32' 32" East 1,089.00 feet; thence South 47° 27' 28" East 800.00 feet; thence South 47° 32' 32" West 1,089.00 feet to the Northeasterly 30 foot right-of-way line of said road; thence North 42° 27' 28" West 800.00 feet to the point of beginning.