

After recording return to:  
Portland General Electric Company  
Attn: Property Services  
121 SW Salmon St, 3WTCBR07  
Portland, OR 97204

Grantor's Address:  
The City of Tigard  
13125 SW Hall Blvd  
Tigard, OR 97223

### **ELECTRIC LINE EASEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **The City of Tigard, a political subdivision of the State of Oregon** ("Grantor") hereby conveys to PORTLAND GENERAL ELECTRIC COMPANY ("PGE"), an Oregon corporation, a perpetual easement over, under, upon and across the following described property (the "Property"), situated in Washington County, State of Oregon, being a strip of land Five (5) feet in width, extending two and a half (2.5) feet on each side of a center line, more particularly described as follows:

To be installed as shown on that certain tract of land recorded on March 28<sup>th</sup>, 2011 as Document No. 2011-023482, which is located in Section 01, Township 02S, Range 01W, Willamette Meridian. Reference Parcel Number: 2S101CA 00500

Beginning at a point on the Southwesterly boundary of Parcel 2, Partition Plat 2007-064; said point bears North 41°53'46" West 74.08 feet from the most Southerly corner of said Parcel 2; thence along said centerline North 56°47'45" East 65.34 feet to the terminus of said centerline.

The above-described centerline is shown on P.G.E. Drawing P-10986, attached hereto, which by reference thereto is made a part hereof.

### **TERMS, CONDITIONS, AND COVENANTS**

1. PGE shall have the non-exclusive right to enter upon the Property and to erect, maintain, repair, rebuild, operate and patrol electric power lines and signal or communication lines, and all uses directly or indirectly necessary thereto. Such uses shall include the erection of poles, wires, cables, guys, supports and appurtenances and the protection thereof from fire and other hazards.
2. The consideration acknowledged herein is accepted by the Grantor as full compensation for all damages incidental to this easement, including, but not limited to the value of all growing crops, brush, timber, or structures on the Property damaged or removed during any installation, repairs or reconstruction.
3. Grantor shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantor shall not build or erect any structure or improvement upon, over or under the Property, except driveway or a fence not to exceed 6 feet in height, without the prior written consent of PGE, nor shall Grantor allow any encroachments which could interfere with or compromise PGE's ability to exercise its rights under this easement. In the event any such encroachment occurs, Grantor shall have no right to claim additional compensation based upon the removal or damage to the source of the encroachment.
4. The Grantor warrants that it holds fee title to the Property and that PGE may peaceably enjoy the rights and benefits of this easement.
5. As used herein, the singular shall include the plural and vice versa.
6. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.



TRACT A

TL 500  
CITY OF TIGARD

PARTITION PLAT  
2007-064  
PARCEL 2

PGE GUY STUB  
W/ANC.

PGE POLE NO. 6252 W/ANC.

S.W. WALL STREET



TANGENT TABLE

NUMBER	DISTANCE	BEARING
T1	74.08'	N 41° 53' 46" W
T2	65.34'	N 56° 47' 45" E

Portland General Electric  
Portland, Oregon

To Accompany Power Line Easement  
City of Tigard  
S.W. 1/4 Sec. 1, T.2S., R.1W., W.M., Wash. Co., Or.

SCALE 1"=80'      DATE 9/18/2013

DRAWN BY	TRACED BY	CHECKED
R.L.B.		

APPROVED

DWG. NO. P-10986