

RESOLUTION NO. 2764

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING AN UTILITY EASEMENT AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND PORTLAND GENERAL ELECTRIC.

WHEREAS, on January 24, 2019 the City Council adopted Resolution No. 2721, approving a Charging Station License Agreement with Portland General Electric for Installation of Electric Vehicle Charging Stations in the Library parking lot; and

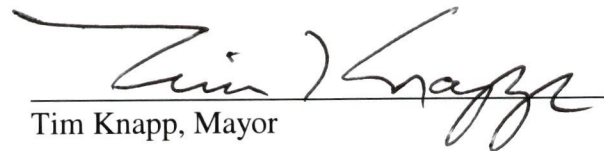
WHEREAS, on September 5, 2019 City Council adopted Resolution No. 2763, approving Amendment #1 to the Charging Station License Agreement which modifies the design layout for the project; and

WHEREAS, to construct the project PGE requires an utility easement on the project site (north east corner of the City Library parking lot).

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The above recital are set forth herein as findings.
2. The City Manager is authorized to execute on behalf of the City of Wilsonville the Utility Easement, attached as Exhibit 1, and incorporated by reference as if fully set forth herein.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of September 2019, and filed with the Wilsonville City Recorder this date.



Tim Knapp, Mayor

ATTEST:



Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Councilor President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes

EXHIBIT:

1. PGE Utility Easement on Parcel 31W2400601



After Recording Please Return To:
 Portland General Electric Company
 Attn: Property Services
 121 SW Salmon Street, 3WTC0406
 Portland, Oregon 97204-9951

Grantor's Mailing Address:
 City of Wilsonville
 29799 SW Town Center Loop E
 Wilsonville, OR 97070

(Space above this line for Recorder's use)

Grantor: **City of Wilsonville**

Grantee: **Portland General Electric Company**

APN/APN2: **31W2400601 / 00821267**

PGE UTILITY EASEMENT

For good and valuable consideration, the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by the **CITY OF WILSONVILLE**, an Oregon municipal corporation ("**Grantor**"), Grantor hereby grants to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns ("**Grantee**"), a nonexclusive, easement over a strip of City owned land that is approximately twenty feet (20') in width (the "**Easement Area**"), for installation of utility systems through and across a portion of the real property situated in Clackamas County, Oregon located at the situs address 8200 SW Wilsonville Road, Wilsonville, OR 97070 (the "**Property**"). The Easement Area is more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto. As used herein, the term "**Systems**" shall include underground and above ground transformers, transformer pad, switches, cables, circuits, facilities, and related equipment as Grantee deems necessary or convenient to provide electric service to PGE's electric vehicle charging stations placed at the Wilsonville Public Library pursuant to the Charging Station License between Grantor and Grantee, dated January 31, 2019 ("**License**"), as amended.

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. Grantee shall have the right to make reasonable changes in grade, elevation, or contour of the land within the Easement Area required for the installation of the Systems. Grantee may request from the Grantor the right to remove any vegetation within

Page 1 ~ PGE UTILITY EASEMENT (*Commercial Customer Form*)

M#2603911 *Property Address:* 8200 SW Wilsonville Rd., Wilsonville, OR 97070

the Easement Area that may endanger or interfere with the efficiency, safety, and/or reasonable 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, which requests will not be unreasonably withheld.

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 that could not reasonably be known by Grantee, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, aboveground maintenance of real property shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control. Notwithstanding the foregoing, Grantee shall be responsible for restoring the Property as nearly as practicable to its condition immediately preceding Grantee's entry upon completion of Grantee's activities on the Easement Area, excepting normal wear and tear and changes in the condition caused by Grantor or persons or entities other than Grantee, its agents or contractors, and shall be solely responsible for erosion control during any construction by Grantee.

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. Grantee is responsible for payment of permit fees associated with the construction, installation, and maintenance of its Systems. Grantee shall comply with all applicable laws, rules, ordinances, and other governmental requirements while in or about the Easement Area. The purpose of this Easement is to allow Grantee to run power to its proposed new electrical charging stations, to be located at Grantor's Wilsonville Public Library. All installations by Grantee within the Easement Area that are required by law to meet the Americans with Disabilities Act (ADA) accessibility requirements, if any, will meet them. Grantee acknowledges that the sidewalk located within the Easement Area is an ADA accessible route. During Grantee's construction on the Property, Grantee will ensure that ADA compliant access to the library is provided at all times. When any of the ADA accessible route sidewalk is removed for construction by Grantee it will be replaced by Grantee, to meet all ADA requirements for an ADA accessible route (including the area adjacent to the Grantee-installed ADA compliant curb ramp). To the extent that Grantee otherwise modifies the ADA accessible route sidewalk in the Easement Area, Grantee agrees that it will also be reconstructed to conform to ADA requirements. Before the charging stations may be operated, the City will inspect and measure the sidewalk to ensure it meets all ADA requirements. ADA requirements do not apply to the flagstone area but, if the flagstone area is removed, damaged or displaced, it must be restored to its pre-existing condition. Grantee will be installing six (6) electric vehicle charging stations on the Property and relining the parking spaces in the Easement Area to align with the electric vehicle charging stations. Grantor has requested and Grantee has agreed that one (1) of the six (6) electric vehicle charging stations be installed and built to meet the requirements of ORS 447.233 (including signage and striping). At Grantor's request, Grantee will also install and build one (1) ADA compliant curb ramp.

Liabilities. In no event shall either party 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.

Applicable Law/Costs and Attorney Fees. This Easement shall be interpreted, construed, and enforced in accordance with the laws of the State of Oregon, with venue for any action being in Clackamas County Oregon.

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. 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 be valid while the License between the Grantor and Grantee remains in effect. In the event of the termination of this Easement, upon Grantor providing to Grantee thirty (30) days' prior written notice, Grantee shall cooperate with Grantor in recording an instrument memorializing the termination/release of the Easement at Grantee's expense. The 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 _____, 2019.

GRANTOR:

CITY OF WILSONVILLE

By: _____
Bryan Cosgrove
As Its: City Manager

STATE OF OREGON)
) ss.
County of Clackamas)

I certify that I know or have satisfactory evidence that Bryan Cosgrove is the person who appeared before me on the _____ day of August 2019, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the City Manager of the **CITY OF WILSONVILLE**, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public – State of Oregon

**EXHIBIT A
EASEMENT AREA DESCRIPTION**

TAX LOT 601

An easement within the land described in Document No. 69-11979, Clackamas County Deed Records, in the Northwest Quarter of Section 24, Township 3 South, Range 1 West, Willamette Meridian, City of Wilsonville, Clackamas County, State of Oregon, more particularly described as follows:

COMMENCING at a 5/8-inch iron rod, without cap, set in Survey No. 25,911, Clackamas County Survey Records at the most northerly Northeast corner of said land described in Document No. 69-11979, being the northerly point of tangency of the Southwest corner of the intersection of SW Wilsonville Road and SW Memorial Drive;

thence along the westerly Right-of-Way line of SW Memorial Drive, along a 28.00-foot radius curve, concave southwesterly, with a radius point bearing South 01°00' 07" West, arc length of 43.79 feet, central angle of 89°36' 05", chord distance of 39.46 feet, and chord bearing of South 44°11' 50" East to a point of tangency;

thence continuing along said westerly Right-of-Way line of SW Memorial Drive, South 00°36' 27" West, a distance of 8.10 feet to the POINT OF BEGINNING;

thence continuing along said westerly Right-of-Way line, South 00°36' 27" West, a distance of 15.00 feet;

thence leaving said westerly Right-of-Way line, North 90°00' 00" West, a distance of 94.00 feet;

thence North 00°00' 00" East, a distance of 15.00 feet;

thence North 90°00' 00" West, a distance of 34.42 feet;

thence North 00°00' 00" East, a distance of 20.00 feet;

thence North 90°00' 00" East, a distance of 49.00 feet;

thence South 00°00' 00" East, a distance of 20.00 feet;

thence North 90°00' 00" East, a distance of 79.58 feet to the POINT OF BEGINNING.

Containing 2,391 square feet, more or less.

Basis of bearings being Oregon State Plane Coordinate System NAD83(2011), epoch 2010.000.

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
JULY 9, 2002
TRAVIS C. JANSEN
57751

RENEWS: 6/30/2021

**EXHIBIT B
EASEMENT AREA DEPICTION**

