

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF GRANTING A
TRANSMISSION LINE EASEMENT LOCATED
AT BLUE LAKE REGIONAL PARK TO
PORTLAND GENERAL ELECTRIC

) RESOLUTION NO. 96-2371
)
) Introduced by
) Mike Burton, Exec. Officer

WHEREAS, Portland General Electric (PGE) representatives have approached the Regional Parks and Greenspaces Department to negotiate an easement agreement on property located at Blue Lake Regional Park; and

WHEREAS, The purpose of the easement is to provide a transmission line corridor to improve energy service in the area; and

WHEREAS, The Metro Regional Parks and Greenspaces Advisory Committee reviewed and supports mutually agreeable terms of an easement agreement between PGE and Metro; and


WHEREAS, Negotiations for an easement agreement have concluded, now, therefore,

BE IT RESOLVED,

1. That the Metro Council hereby authorizes the Executive Officer to enter into agreements with PGE stating the conditions for a transmission line corridor located at Blue Lake Regional Park that includes:

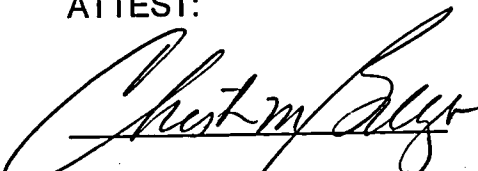
- Agreement for possible sale of real property (Exhibit A)
- Electric Power Line Easement (Exhibit B)
- Partial Release of Power Line Easement (Exhibit C)

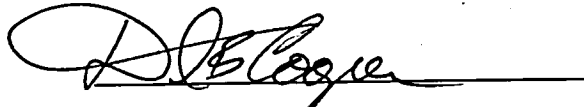
ADOPTED by the Metro Council this 8th day of August, 1996.


Jon Kvistad, Presiding Officer

Approved as to Form:

ATTEST:


Recording Secretary


Daniel B. Cooper, General Counsel

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 1996, by and between PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("PGE") and METRO, a municipal corporation of the state of Oregon organized under Oregon Revised Statutes, Chapter 268, and 1992 Metro Charter ("Metro").

Recitals

WHEREAS, Metro has granted to PGE an easement over its property connecting PGE's Blue Lake substation to its existing electric transmission facilities (Exhibit B);

WHEREAS, PGE has paid to Metro the sum of \$49,500 and granted to Metro a partial release of an existing easement south of northeast Marine Drive (Exhibit C);

WHEREAS, Metro has approached PGE about possible purchase by Metro of PGE's interest in certain real property which is generally shown in Exhibit D hereto (the "Property"); and

WHEREAS, PGE is willing to accommodate Metro's interest in the manner and in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the above stated premises, the parties agree as follows:

1. PGE and Metro shall pursue, in good faith, during the term of this Agreement the negotiation of a definitive option agreement or other agreement ("Definitive Agreement") pursuant to which PGE would agree to sell the Property to Metro. If a Definitive Agreement is reached, the purchase price for the Property to be included in such agreement shall be:

Parcel 2 approximately 4.41 acres	\$302,000
Parcel 3 approximately 14.29 acres	591,000
Parcel 4 approximately 22.52 acres	<u>23,000</u>
	\$916,000

Acreage and price shall be subject to adjustment depending upon PGE's need to retain land for electric system purposes.

2. All other terms of any Definitive Agreement remain open as of the date hereof including, without limitation, (I) arrangements and responsibilities for determining the status of title to the Property including obtaining preliminary title reports and title insurance on the Property, (ii) methods and responsibility for environmental assessment of the Property, (iii) the respective representations and warranties of the parties, and (iv) necessary approvals of the transaction including, without limitation, approvals of the

Boards of Directors of the parties and governmental approvals. The parties understand and agree that despite their efforts to negotiate the Definitive Agreement it is possible that no Definitive Agreement will be reached and neither party shall be liable to the other in any way in such event. PGE has made no representations to Metro concerning the Property or the proposed transaction and none should be implied.

3. The term of this Agreement shall end July 31, 1998. If no Definitive Agreement is executed by July 31, 1998, all obligations of the parties hereunder shall terminate automatically.

4. PGE shall not during the term of this Agreement sell its interest in the Property to any entity or person other than Metro.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PORTLAND GENERAL ELECTRIC COMPANY

By _____

Its _____

METRO

By _____

Its _____

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2371, FOR THE PURPOSE OF GRANTING A TRANSMISSION LINE EASEMENT LOCATED AT BLUE LAKE REGIONAL PARK TO PORTLAND GENERAL ELECTRIC

Date: July 12, 1996

Presented by:

Charles Ciecko

BACKGROUND AND ANALYSIS

In October 1995, Portland General Electric (PGE) began discussions with Metro to consider granting PGE an easement across a portion of Blue Lake Regional Park for a new powerline transmission corridor. The new transmission lines would come from a new substation to be built east of NE 223rd near the park. PGE cites the need for the facility to provide more reliable service to commercial loads (e.g. Toyo Tanso in Troutdale) and to prepare for anticipated growth in the area.

On January 12, 1996, PGE submitted a project report to Metro that reviewed four (4) alternatives and described in more detail the location of the requested easement and the types of transmission facilities to be constructed in the corridor. PGE's preferred alternative would include a 175-ft wide corridor on about 4 acres of park property as the lines cross NE 223rd and Blue Lake Road east/west from the substation to the existing north/south powerline corridor. Up to 3 transmission lines are proposed for construction within the corridor. The easement would preclude any future use of the land for park recreation and commercial use.

The Regional Parks and Greenspaces Advisory Committee considered the proposal on February 20, 1996. The committee recommended that Metro staff work with PGE to develop a proposed agreement package which would address the removal of the north/south powerlines crossing park property north of the towers adjacent to NE Blue Lake Road with the easement reverting back to Metro; determine the appropriate cash compensation for the property included in the easement at highest and best use market value; identify a policy for continued use of the easement as long as it does not interfere with transmission operation; and identify acquisition opportunities of the PGE Harborton property (77 acres).

In April 1996, PGE submitted an appraisal of the park property subject to the proposed easement as well as a 1994 appraisal of the PGE Harborton property. The appraisals were evaluated by Metro staff and determined that the findings were generally supportable. Metro staff and representatives of PGE negotiated an agreement including the following elements: **1)** cash compensation of \$49,500; **2)** the removal of the north/south powerline crossing park property and the easement reverting back to Metro; **3)** appropriate park uses of the land under the new easement; and **4)** considerations related to the sale of PGE's Harborton property to Metro. On June 18, 1996 the Regional Parks and Greenspaces Advisory Committee recommended approval of the proposed agreement.

The easement agreement, subject to Metro Council review and approval, is shown as Exhibit A.

STAFF RECOMMENDATION

Staff recommends Metro Council grant an easement to Portland General Electric to establish a powerline corridor on approximately 4 acres of property located at Blue Lake Regional Park (i.e. NE 223rd and Blue Lake Road) subject to the conditions approved by the Regional Parks and Greenspaces Advisory Committee.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2371.

After recording Return to:
Portland General Electric Company
Attn Property Services
121 SW Salmon St, 1WTC-04
Portland OR 97204

ELECTRIC POWER LINE EASEMENT

In consideration of the receipt of Forty Nine Thousand Five Hundred and no/100 dollars (\$49,500.00), Metro ("Grantors") hereby convey 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 Multnomah County, State of Oregon, being a strip of land One hundred Seventy Five (175) feet in width, extending Eighty Seven and One Half (87.5) feet on each side of a center line, more particularly described as follows:

Situated in Sections 21 and 22, Township 1 North, Range 3 East, Willamette Meridian;

Beginning at a point on the East line of an 100-foot-wide Portland General Electric transmission line easement; said point bears North 78.06 feet from the intersection of said East line and the North right-of-way line of Blue Lake Road, a 60-foot-wide road; thence along said centerline North 86°47'14" East 313.72 feet; thence South 79°17'43" East 701.65 feet; thence South 54°58'14" East 125.00 feet, more or less, to the centerline of vacated Campbell Road and the terminus of said centerline.

Excepting therefrom those portions lying within the rights-of-way of public roads.

The above described centerline is shown on P.G.E. Drawing E-9088, attached hereto which by reference thereto is made a part hereof.

TERMS, CONDITIONS, AND COVENANTS

1. This easement shall be for the right to enter upon the Property and to erect, maintain, repair, rebuild, operate and patrol electric power lines and appurtenant signal or communication lines, and all uses directly or indirectly necessary thereto. Such uses shall include the necessary erection of poles, towers, wires, cables, guys, supports and appurtenances and the protection thereof from fire and other hazards. Such uses shall also include keeping the Property free from structures, equipment, trees, vines, brush and any and all other obstructions of any kind.
2. ~~PGE shall have the present right to top, limb or fall trees located on land owned by Grantors adjacent to the Property if PGE determines that such trees represent a danger to the use of this easement.~~ In the event the trees located on land owned by Grantors adjacent to the Property are perceived by PGE to represent a danger to the use of this easement, PGE shall request, in writing, permission to remedy the danger. Grantors shall not unreasonably withhold permission. *CKO 7/18/96*
3. Grantors shall have the right to use the Property for all purposes not inconsistent with the uses and purposes of this easement, except Grantors shall not build or erect any structure or improvement upon, over or under the Property without the prior written consent of PGE. Such consent shall not be unreasonably withheld.
4. The Grantors warrant that they have marketable title to the Property and that PGE may peaceably enjoy the rights and benefits of this easement.
5. If PGE shall fail to use this easement for a continuous period of five years after the installation of electric power lines, then this easement shall terminate and all rights granted hereunder shall revert to the Grantors.
6. As used herein, the singular shall include the plural and vice versa.
7. This easement inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this easement this ____ day of _____, 1996.

(SEAL)
Grantor

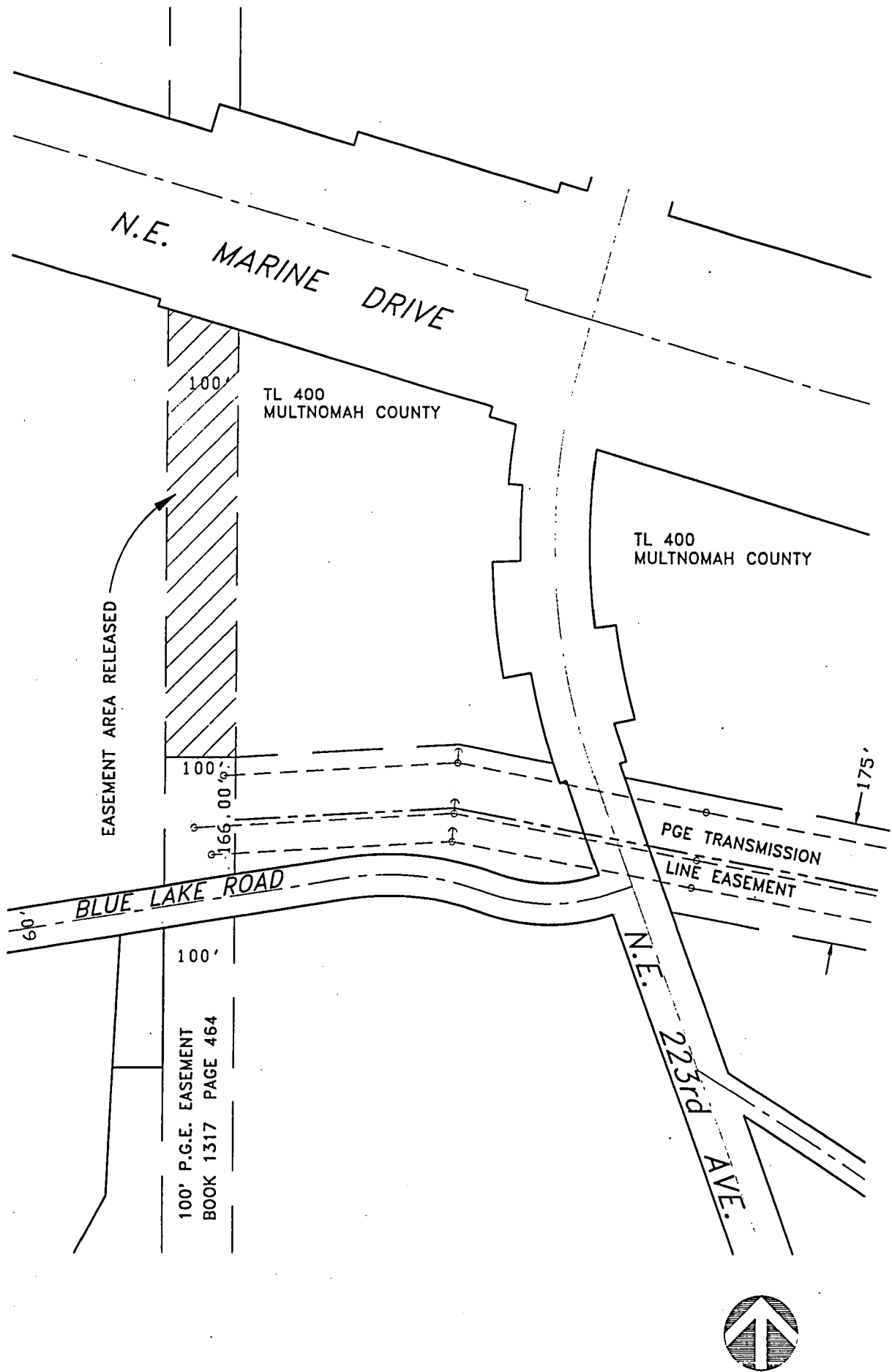
(SEAL)
Grantor

(SEAL)
Grantor

STATE OF OREGON)
) ss.
County of Multnomah)

On the ____ day of _____, 1996, the above-named _____, an authorized agent for Metro, personally appeared before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____



Portland General Electric Portland, Oregon		
To Accompany Partial Release of Easement Metro E. 1/2 Sec. 21, T. 1N., R. 3E., W. M., Mult. Co., Or.		
SCALE 1"=200'	DATE 5/21/96	
DRAWN BY	TRACED BY	CHECKED
R.L.B.		
APPROVED		
DWG. NO. E-9272		

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, for value received, does hereby surrender, disclaim, renounce, and abandon all right, title, and interest in and to a portion of an electric utility line easement which was created and established by an instrument executed by FAIRVIEW HOLSTEIN FARM, to Portland General Electric Company, dated February 2, 1949 and recorded in Book 1317, Page 464, Records of Deeds, Multnomah County, Oregon.

The portion of said easement to be released is as follows:

SEE ATTACHED EXHIBIT A

GIVEN this _____ day of _____.

PORTLAND GENERAL ELECTRIC COMPANY

By _____
Manager, Corporate Real Estate

State of Oregon)
County of Multnomah) ss.
)

Personally appeared _____ who being sworn stated that he is the _____ of grantor corporation. Before me:

Notary Public of Oregon

My commission expires _____

[Handwritten Signature] 5/29/96

Supervisor, Transmission Engineering
[Handwritten Signature]

Property Agent

Exhibit "A."

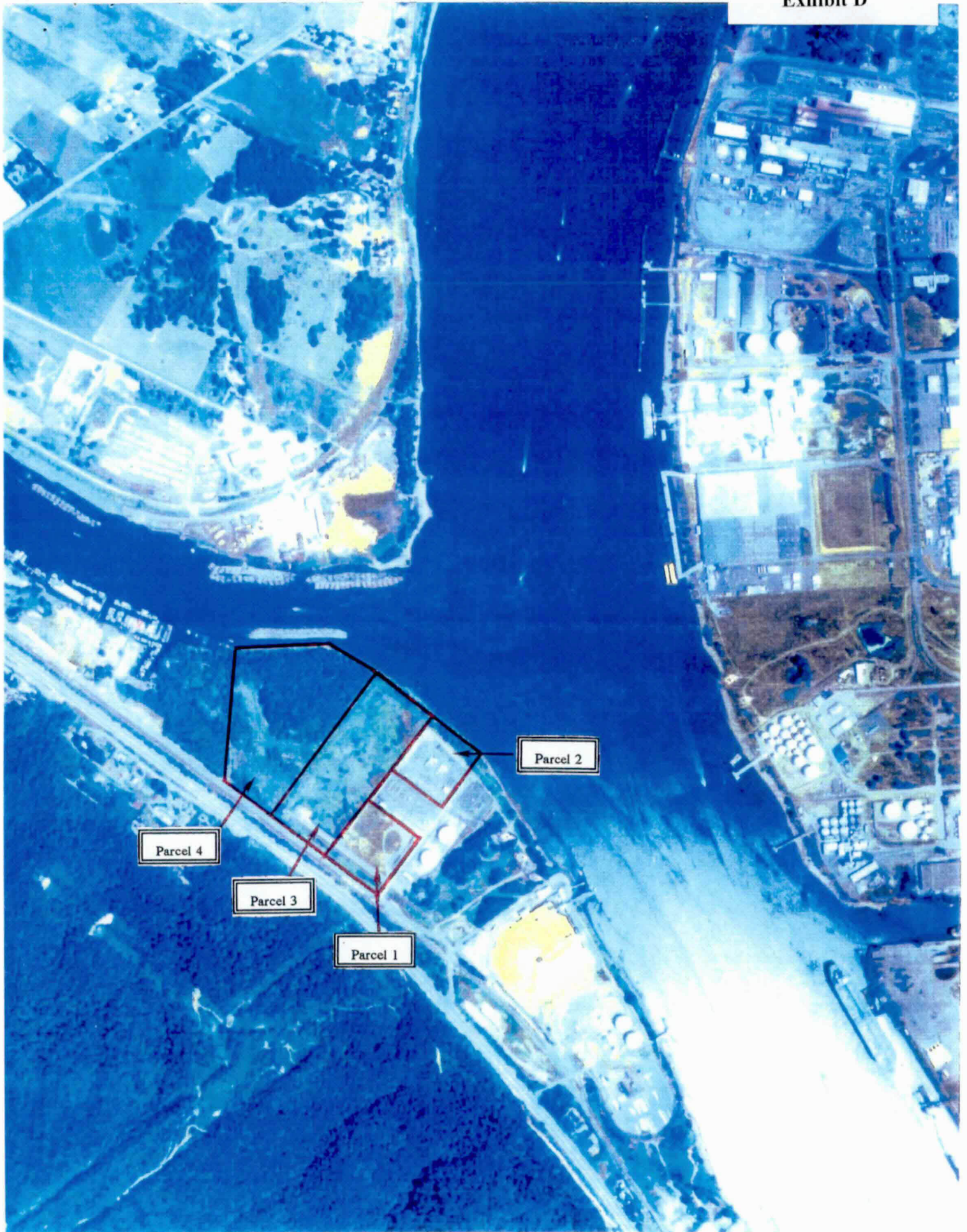
The following tract of land situated in the East half of Section 21, Township 1 North, Range 3 East, Willamette Meridian;

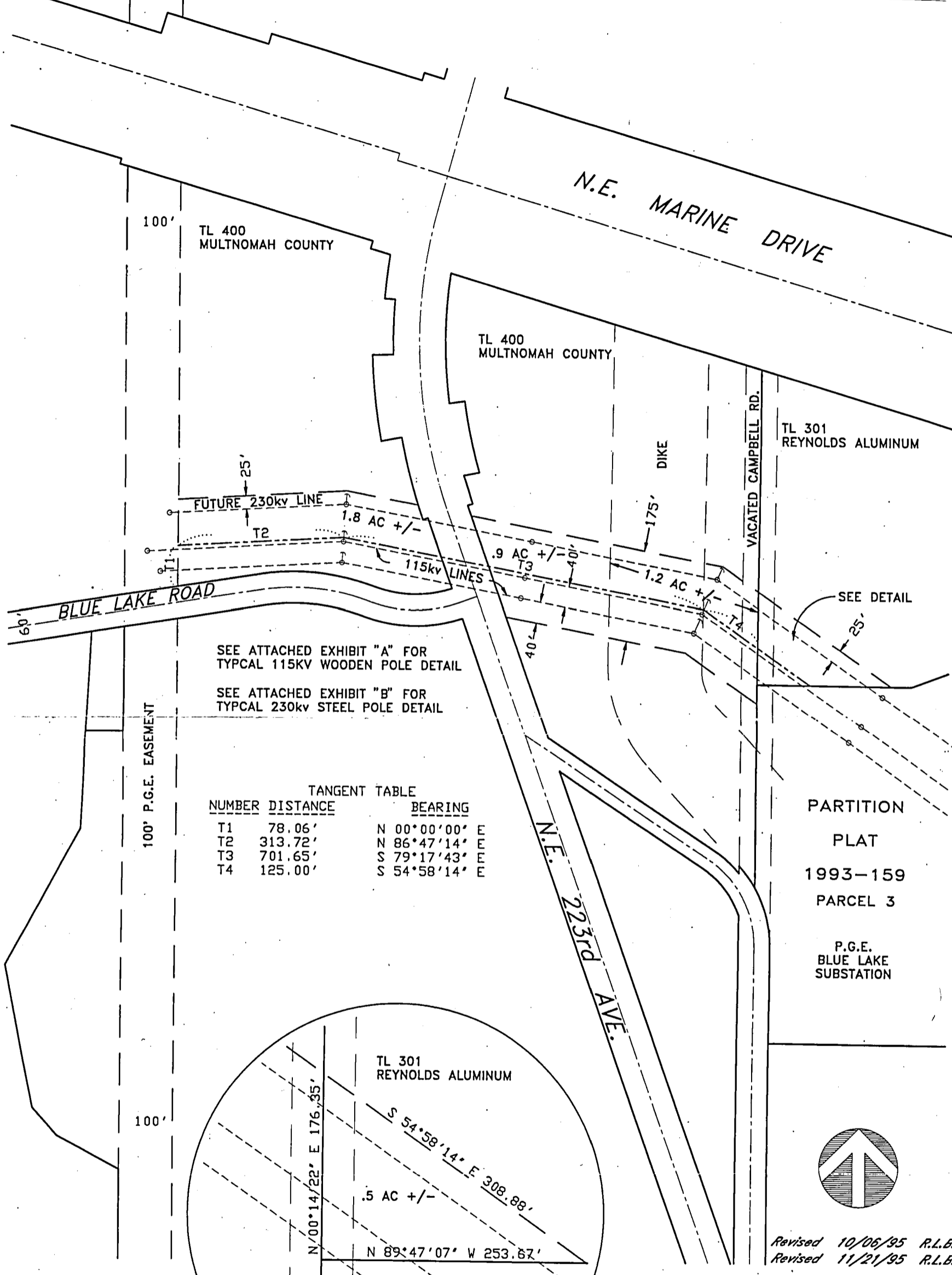
Those portions of a 100-foot-wide easement granted to Portland General Electric Company by Fairview Holstein Farm dated February 3, 1949 in Book 1317, Page 464, Deed Records of said County lying between the South right-of-way line of Northeast Marine Drive and the following described line.

South Line of Easement Release

Beginning at a point on the East line a 100-foot-wide easement granted to Portland General Electric Company in Book 1317, Page 464, Deed Records of said County; said point bears North 166.00 feet from the point of intersection of the Northerly right-of-way line of Blue Lake Road, a 60-foot-wide road and said East line; thence West 100.00 feet to the West line of said 100-foot-wide easement.

The above described tract of land is shown on P.G.E. Drawing E-9272, attached hereto which by reference thereto is made a part hereof.





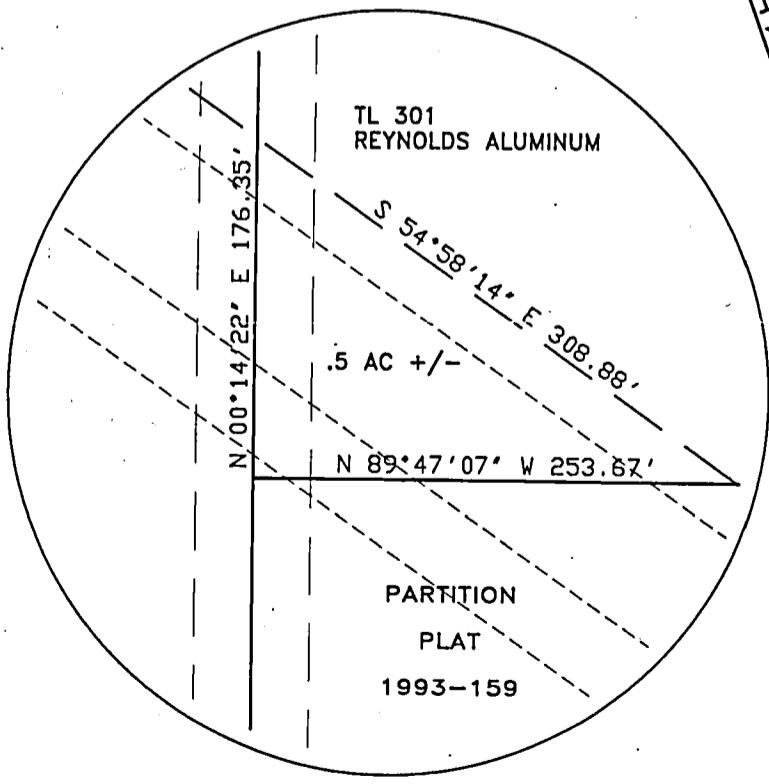
SEE ATTACHED EXHIBIT "A" FOR
TYPICAL 115KV WOODEN POLE DETAIL
SEE ATTACHED EXHIBIT "B" FOR
TYPICAL 230KV STEEL POLE DETAIL

TANGENT TABLE

NUMBER	DISTANCE	BEARING
T1	78.06'	N 00°00'00" E
T2	313.72'	N 86°47'14" E
T3	701.65'	S 79°17'43" E
T4	125.00'	S 54°58'14" E

PARTITION
PLAT
1993-159
PARCEL 3

P.G.E.
BLUE LAKE
SUBSTATION



Revised 10/06/95 R.L.B.
Revised 11/21/95 R.L.B.

Portland General Electric Portland, Oregon		
To Accompany Power Line Easement Multnomah County and Reynolds Aluminum Sec. 21 and 22, T.1N., R.3E., W.M., Mult. Co., Or.		
SCALE 1"=200'	DATE 9/28/95	
DRAWN BY R.L.B.	TRACED BY	CHECKED
APPROVED		
DWG. NO. E-9088		