

AFTER RECORDING, RETURN TO:

TITLES, LIENS & COLLECTIONS  
RECORDING SERVICES  
CITY OF GRESHAM  
1333 NW EASTMAN PKWY.  
GRESHAM, OR 97030-3813

**GENERAL UTILITY EASEMENT**

Project Name: Sunset Village Phase 1

Project Number: 077090

Corum & Sautter Properties, LLC, an Oregon limited liability company (GRANTOR), grants to the City of Gresham, a municipal corporation of the State of Oregon (GRANTEE), a perpetual easement (the "Easement") for utility purposes on, over and under the following described real property situated in Multnomah County, Oregon (the "Easement Property"):

*See Exhibit "A" for legal description and Exhibit "B" for map of easement area.*

The Easement Property shall only be used by utility companies to which GRANTEE has issued a Utility License pursuant to GRC Article 6.30 or a franchise. The consideration for this easement is the issuance of a development permit in Permit No. 19-26000375 that will require the use of utilities located in the Easement Property.

The names and addresses of the parties are:

**Grantor's Name and Address:**

Corum & Sautter Properties, LLC  
5102 Charbdin Court  
Louisville, KY 40207

**Grantee's Name and Address:**

City of Gresham  
1333 NW Eastman Parkway  
Gresham, OR 97030

**EASEMENT TERMS AND CONDITIONS**

1. The purpose of the Easement is for utility companies to construct, operate, inspect, maintain, repair and reconstruct facilities now and in the future to provide utility services. This may include one or more underground conduits, underground pipelines, underground or above ground vaults, manholes, poles and other appurtenances above and below the ground as necessary to provide utility services.
2. The GRANTEE, its employees, agents, contractors, franchisees, licensees and invitees shall have access to and the right to enter the Easement Property at any time for the

purposes of the Easement.

3. All landscaping and improvements within the Easement Property not owned by a utility company are the sole responsibility of the GRANTOR.
  - a. The GRANTOR shall maintain the surface of the Easement Property. This includes clearing any landscaping or improvements that obstruct operation of the utility or the unrestricted ingress, egress or use of the Easement Property by a utility company for reconstruction, inspection, repair and maintenance of the utility facility.
  - b. GRANTOR may make grade changes as reasonably appropriate to reflect the grade of parcels immediately adjacent to the Easement Property or as otherwise permitted under applicable law and regulations, but exposed utilities may not be covered or buried.
  - c. The unimproved surface of the Easement Property shall be restored by the utility company within a reasonable time after completion of reconstruction, inspection, repair or maintenance to a condition equal to the condition of the unimproved Easement Property immediately prior to the work. The GRANTEE is not responsible for the restoration or replacement of landscaping or improvements such as fences, out buildings, trees, flowers, or shrubs, except to the extent such restoration or replacement is required as a result of the negligence of the GRANTEE.
  - d. It is the responsibility of the GRANTOR to replace or reinstall landscaping and improvements in the Easement Property removed by the utility company during the reconstruction, inspection, repair or maintenance of the public facility.
4. The following are allowed in the Easement Property:
  - a. Landscaping which by its nature is shallow rooted and may be easily removed to permit access to the public facilities located in the Easement Property including shrubs capable of reaching no more than four (4) feet in height within 20 years.
  - b. Fencing that meets all land use and building code requirements and does not restrict access to or through the Easement Property.
5. The following are prohibited in the Easement Property unless prior written consent of the Director of the Department of Environmental Service of GRANTEE is obtained:
  - a. Development, improvements and activities including, but not limited to, buildings (includes overhanging structures and footings), other structures or features, culverts, retaining walls, fencing that restricts access to or through the easement, construction of any type, excavations, fills, material disposal or storage, vehicle storage, vehicle parking or tree planting.
  - b. Facilities or easements of other utilities, including but not limited to, pipelines, overhead wires, service drops and any pole, tower or other structure supporting overhead wires.
  - c. All other uses not specifically allowed by this easement.
6. Within the Easement Property, GRANTOR shall not store, use, manufacture, dispose of nor allow migration onto the Easement Property any materials that are hazardous or constitute a public health hazard as defined by law.
7. GRANTOR warrants that 1) GRANTOR has marketable title to the Easement Property, 2) to GRANTOR's actual knowledge, the GRANTEE may peaceably enjoy the rights and benefits of this Easement, 3) to GRANTOR's actual knowledge, there are no other

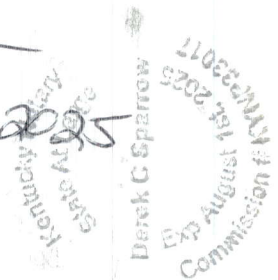


8. This Easement shall bind and inure to the benefit of the immediate parties and their respective licensees, franchisees, heirs, executors, administrators, successors, and assigns.
9. GRANTOR shall indemnify, hold harmless and defend the GRANTEE and its employees, agents, contractors, franchisees, licensees and invitees from all claims arising out of GRANTOR'S use of the easement property. To the extent allowed by law, GRANTEE shall indemnify, hold harmless and defend the GRANTOR and its employees, agents, contractors, franchisees, licensees and invitees from all claims arising out of GRANTEE's use of the easement property.

Terie Blankenbaker

State of Kentucky )  
County of Jefferson ) ss

Notary Public for Kentucky  
My Commission Expires: Aug 1, 2025



ACCEPTED BY THE CITY OF GRESHAM

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City Manager

APPROVED AS TO FORM

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City Attorney