



**PORTLAND PUBLIC SCHOOLS**  
**OFFICE OF SCHOOL MODERNIZATION**  
501 North Dixon Street / Portland, OR 97227  
Telephone: (503) 916-2222

**Date:** October 6, 2020  
**To:** School Board  
**From:** Dan Jung, Chief Operating Officer  
Dana White, Director of Planning & Real Estate Management  
**Subject:** Madison High School Modernization Utility Easement Dedication

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### **BACKGROUND**

The Madison High School Modernization project (the Project) is part of the 2017 School Improvement Bond.

The design of the Project requires a new utility service to support the new improvements, which both enhance the property and are required by City code.

The new utility service requires an easement dedication to Pacific Power, which is typical on large construction projects, and is a condition of Pacific Power prior to energizing the new transformers which provide the permanent power to the Project. See Attachment A.

The easement for the Madison High School utility service will extend from 82<sup>nd</sup> Avenue west between the south parking lot and the football stadium, continuing along the building to the north and then west and terminating at the back of the school adjacent to the west parking lot as generally depicted in Attachment B (the Madison Pacific Power Utility Easement).

### **RELATED POLICIES/BEST PRACTICES**

#### **Board Policy 8.70.040-P Preservation, Maintenance, and Disposition of District Real Property**

Utility easements for new utility services, which are required by code, are a standard requirement of utility providers on large construction projects and are provided to the utilities at no cost.

### **ANALYSIS OF SITUATION**

Denying the Madison Pacific Power Utility Easement would delay the energizing of the transformers that provide the permanent power to the Project, which is needed by November 1, 2020 to meet the current construction schedule. Any delays in construction could have implications to both the Project budget and the occupancy of the building for the 2021/22 school year.

**FISCAL IMPACT**

There are no fiscal impacts to approving the Madison Pacific Power Utility Easement dedication.

**COMMUNITY ENGAGEMENT (IF APPLICABLE)**

NA

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

The Madison Pacific Power Utility Easement dedication is needed by November 1, 2020 in order to energize the transformers that provide the permanent power to the Project.

**BOARD OPTIONS WITH ANALYSIS**

1. Approve the Madison Pacific Power Utility Easement dedication as required for energizing the transformers that provide the permanent power to the Project.
2. Deny the Madison Pacific Power Utility Easement dedication and delay energizing the transformers that provide the permanent power to the Project, which could jeopardize the Project's construction schedule and budget.

**CONNECTION TO BOARD GOALS**

NA

**STAFF RECOMMENDATION**

Staff recommends approving the Madison Pacific Power Utility Easement dedication.

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*As a member of the PPS Executive Leadership Team, I have reviewed this staff report.*

CH (Initials)

**ATTACHMENTS**

- A. Madison Pacific Power Utility Easement
- B. Madison Site Plan with Pacific Power Utility Easement (for reference only)

Attachment A  
Madison Pacific Power Utility Easement

Return to: ***Pacific Power***  
***7544 NE 33<sup>rd</sup> Drive***  
***Portland, Oregon 97211***

CC#: 11206 WO#: 6549557

**RIGHT OF WAY EASEMENT**

For value received, ***School District No. 1J, Multnomah County, Oregon*** (“Grantor”), hereby grants to ***PacifiCorp, an Oregon corporation***, its successors and assigns, (“Grantee”), a perpetual easement for a right of way ***10*** feet in width and ***1,200*** feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee’s electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: underground wires, fibers, cables and other conductors and conduits therefor; and underground or above-ground pads, transformers, switches, vaults and cabinets, on or under the surface of the real property of Grantor in ***Multnomah*** County, State of ***Oregon***, more particularly shown on ***Exhibit A*** attached hereto and by this reference made a part hereof (the “Right of Way”).

The Right of Way is located on the following property owned by Grantor (“Grantor’s Property”):

LOTS 1 THROUGH 12, IN BLOCK 7, ALL OF BLOCKS 8 AND 9 IN THE PACIFIC ABSTRACT COMPANY SUBDIVISION OF LOT 27 GLENHAVEN PARK, (PLAT BOOK 151, PAGE 004), ALL OF BLOCK 10 AND LOTS 13 THROUGH 24 OF BLOCK 11, IN THE SUBDIVISION OF LOT 22 GLENHAVEN PARK (PLAT BOOK 152, PAGE 0062), ALL OF BLOCKS 1,2,5 AND 6, LOTS 1 THROUGH 6, BLOCK 3, AND LOTS 1 THROUGH 6, BLOCK 4 IN ALBEE'S SUBDIVISION OF LOTS 28 AND 29 GLENHAVEN PARK (PLAT BOOK 140, PAGE 0097), ALL OF BLOCKS 1 AND 2 AND LOTS 1 THROUGH 6, BLOCK 3 IN THE NONPAREIL ADDITION, A SUBDIVISION OF LOT 30 GLENHAVEN PARK (PLAT BOOK 140, PAGE 0089). ALL IN THE COUNTY OF MULTNOMAH, STATE OF OREGON.

TOGETHER WITH THOSE PORTIONS OF VACATED N.E. 79TH AVENUE, N.E. RUSSELL STREET, N.E. BRAZEE STREET AND OTHER PORTIONS WHICH INURED THERETO, AS CONTAINED IN THAT CERTAIN ORDINANCE NO. 64817, RECORDED AUGUST 29, 1933 IN BOOK 222, PAGE 0454.

ALSO TOGETHER WITH THOSE PORTIONS OF VACATED N.E. 78TH AVENUE, N.E. 79TH AVENUE, N.E. 80TH AVENUE, N.E. 81ST AVENUE AND N.E. ALAMEDA WHICH INURED THERETO, AS CONTAINED IN THAT CERTAIN ORDINANCE NO. 92612, RECORDED NOVEMBER 22, 1950 IN BOOK 1445, PAGE 0373.

ALSO TOGETHER WITH THAT PORTION OF VACATED 78TH AVENUE WHICH INURED THERETO, AS CONTAINED IN THAT CERTAIN ORDINANCE NO. 102503, RECORDED OCTOBER 5, 1955 IN BOOK 1748, PAGE 0304.

ALSO TOGETHER WITH THOSE PORTIONS OF VACATED N.E. ALAMEDA STREET, N.E. RUSSELL STREET, N.E. BRAZEE STREET, N.E. 79TH AVENUE, N.E. 80TH AVENUE AND N.E. 81ST AVENUE WHICH INURED THERETO, AS CONTAINED IN THAT CERTAIN ORDINANCE NO. 102413, RECORDED OCTOBER 5, 1955 IN BOOK 1748, PAGE 0313.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF PORTLAND, A MUNICIPAL CORPORATION OF THE COUNTIES OF MULTNOMAH AND CLACKAMAS, STATE OF OREGON, BY DEED RECORDED OCTOBER 5, 1955 IN BOOK 1748, PAGE 0311.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF PORTLAND, A MUNICIPAL CORPORATION OF THE COUNTIES OF MULTNOMAH AND CLACKAMAS, STATE OF OREGON, BY DEED RECORDED OCTOBER 5, 1955 IN BOOK 1748, PAGE 0322.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LOTS 1, 2, 3, 4, 5 AND 6 IN BLOCK 1 ALLBEE'S SUBDIVISION (PLAT BOOK 140, PAGE 0097) LYING WITHIN LESTER STREET.

Assessor's Map No. 01N-02E-29AD

Parcel No. 3200

Together with the right of ingress and egress, for Grantee, its contractors, or agents, to the Right of Way over Grantor's Property for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the Right of Way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities. Other than during emergencies or other exigent circumstances when notification is not practical, prior to entering Grantor's property for any purpose, Grantee shall notify Grantor's on-site employees of the activities to be undertaken by Grantee at Grantor's Property. While on Grantor's Property, Grantee shall use best efforts to not interfere with Grantor's use of Grantor's Property and Grantee shall comply with reasonable rules, regulations, and directives of Grantor, including those designed for the safety of Grantor's students and employees. Upon completion of Grantee's activities at Grantor's Property, Grantee shall return Grantor's Property to the condition in which it was in prior to Grantee's entry, including repairing at Grantee's cost any damage to structures, asphalt, or other pavement.

At no time shall Grantor conduct or permit any ground penetrating activity or excavation in the right of way without the express written consent of the Grantee. Subject to the foregoing limitations, the

surface of the Right of Way may be used by Grantor for other purposes not inconsistent, as reasonably defined by Grantee, with the purposes for which this easement has been granted.

**JURY WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Grantor represents and warrants that it possesses all right, title and interest in and to the Right of Way area, free and clear of any lien, security interest, encumbrance, claim, license or other restriction that would interfere with Grantee's use of the Right of Way area for the purposes contemplated hereunder.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SCHOOL DISTRICT No. 1J, MULTNOMAH COUNTY, OREGON

**GRANTOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,

by \_\_\_\_\_, as \_\_\_\_\_,  
Name of Representative Title of Representative

of \_\_\_\_\_.  
Name of Entity on behalf of whom this instrument was executed

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

Attachment B  
 Madison Site Plan with Pacific Power Utility Easement  
 (for reference only)

