



Gregory L. Geist
Director

August 11, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Acceptance and Approval of Easement between the Tri-City Service District
and Portland General Electric Company
for Sanitary Sewer Easement

Purpose/Outcomes	Easement from Portland General Electric to the Tri-City Service District for extension of public sanitary sewer in the Rose Village Garden Homes subdivision.
Dollar Amount and Fiscal Impact	There is no fiscal impact to the Tri-City Service District by accepting the easements or for construction. Ongoing operation of maintenance of the sanitary sewer will be budgeted with Tri-City Service District funds.
Funding Source	Tri-City Service District Operating Fund. No General Funds are impacted.
Duration	The subdivision is under construction and the Tri-City Service District required the acceptance and recording of the easement prior to final acceptance. Ongoing operation and maintenance of the sanitary sewer is the responsibility of the Tri-City Service District.
Previous Board Action/Review	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Easement actions are a service of WES's Permits Program. This action supports program results to respond to development review submittals within fifteen (15) days. 2. This action supports the Board of County Commissioners' goal to build a strong infrastructure.
Contact Person	Ron Wierenga, Surface Water Program Manager, WES, 503-742-4581
Contract No.	N/A

BACKGROUND:

This easement is needed for the extension of public sanitary sewer in the Rose Village Garden Homes subdivision and to provide for the Tri-City Service District's ("District") ownership, operation, and maintenance of a conveyance pipe from the subdivision to existing sanitary sewer infrastructure. The subject property is currently within the District and outside of Oregon City. Thus the District will be the owner and operator of the public sanitary sewers and the grantee of the proposed easement. The subdivision is under construction and the District required the acceptance and recording of the easements prior to final acceptance. Ongoing operation and maintenance of the sanitary sewer will be the responsibility of the District.

The attached sanitary sewer easement has been approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners, acting as the governing body of the Tri-City Service District, accept and approve the Easement between the Tri-City Service District and Portland General Electric Company for Sanitary Sewer Easement.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

After recording, return to:
Tri-City Service District
150 S. Beaver Creek Road, Suite 430
Oregon City, OR 97045

Date Accepted By Tri-City _____

Board Order Approval _____

Reserve this area for recording stamp

**SANITARY SEWER EASEMENT
TRI-CITY SERVICE DISTRICT**

KNOW ALL PERSONS BY THESE PRESENTS, that Portland General Electric Company, an Oregon corporation, hereinafter referred to as the Grantor, for the consideration hereinafter stated, paid by or on behalf of Tri-City Service District, hereinafter referred to as the District, and the mutual benefit hereby gained, which consideration and benefit are hereby acknowledged and receipted by the Grantor, does hereby grant, bargain, sell, and convey unto the District, a permanent easement and right to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain sanitary sewers and wastewater pipelines, and all related facilities through, under and along the a portion of the real property of Grantor located in the County of Clackamas and State of Oregon with Tax Lot # 32E04A 01500 The portion of Grantor's property burdened by this easement (the "Easement Area") is described in Exhibit A attached hereto.

It is understood and agreed that no building shall be erected upon said Easement Area without the written consent of the District. Power and communications lines and related facilities shall be permitted upon reasonable notice to District. All construction and maintenance by the District shall be in compliance with all applicable laws, rules and regulations. Following construction, the District will restore the Easement Area to original grade and stabilize the surface. The District will restore, as near as practicable, the landscaping that may exist or be placed within the Easement Area disturbed by construction, maintenance, repair, or replacement. The public, through the District, shall give reasonable notice to the Grantor before activities in connection with sanitary sewer facilities are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facilities within the Easement Area.

Grantor agrees to not take any action on the Easement Area that would harm or impair the easement area to prevent or impede the proper functioning of the District's improvements therein. Otherwise, Grantor reserves the unrestricted right to use the Easement Area for any purposes not materially inconsistent with the District's rights hereunder, including the right to grant to third parties the right to use and to convey the same.

This instrument does not grant or convey to the District any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, replacing, operating, inspecting and maintaining the same.

The true and actual consideration for this transfer is: \$ 0 to be paid prior to construction; Gift Non-monetary Should a gift or non-monetary value be indicated, the Grantor acknowledges its right to just compensation and hereby waives its right to said compensation.

The District accepts the Easement Area "as is" and without any representation or warranty from Grantor.

If the District shall fail to use this Easement for a continuous period of two (2) years, then this Easement shall terminate and all rights granted hereunder shall revert to Grantor.

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The Easement Area may be relocated at any time at Grantor's sole discretion, provided that Grantor shall bear the reasonable cost of relocation. In such event, the District shall promptly execute and deliver to Grantor an instrument in recordable form for relocating the easement to the new easement area designated by Grantor and terminating the easement granted in this instrument.

The District assumes all risk of loss, damage or injuries of any kind which result from any use of the Easement Area and shall, within the limitations of the Oregon Constitution and the Oregon Tort Claims Act, indemnify, hold harmless, reimburse and defend Grantor from and against any and all claims, losses, damages, expenses and liabilities arising out of the construction, installation, maintenance, repair and replacement of the District's improvements and the acts or omissions of persons on the Easement Area on behalf of the District, except where arising out of or resulting from the negligence or willful misconduct of the Grantor. The Grantor agrees to indemnify, hold harmless, reimburse and defend District from and against any and all claims, losses, damages, expenses and liabilities arising out of the Grantor's acts or omissions of persons on the Easement Area on behalf of the Grantor, except where arising out of or resulting from the negligence or willful misconduct of the District.

IN NO EVENT SHALL GRANTOR BE LIABLE TO THE DISTRICT OR ANY THIRD PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN CONTRACT, TORT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM GRANTOR'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

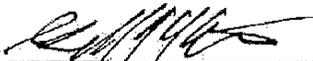
Grantor and the District signatures on following page:

EXHIBIT 'A' page 1

An easement of variable width lying over, across and within a portion of that tract of land described in Book 525, Page 79, Clackamas County Deed Records, situated in the northeast one-quarter of Section 4, Township 3 South, Range 2 East of the Willamette Meridian, in Clackamas County, Oregon, said easement more particularly described as follows:

BEGINNING at a five-eighths inch diameter by 30 inch long iron rod with a yellow plastic cap marked "KOESTER 82578PLS" found on the east line of that tract of land described in Document No. 98-007646, Clackamas County Deed Records, at the southwest corner of that tract of land described as Parcel 1 in Document No. 2000-012531, Clackamas County Deed Records, said corner also being the northwest corner of said Book 525, Page 79 tract; THENCE North $87^{\circ}44'21''$ East along the south line of said Document No. 2000-012531 tract, which is coincident with the north line of said Book 525, Page 79 tract, 17.08 feet to a point; THENCE South $3^{\circ}54'52''$ West, 160.89 feet to a point; THENCE South $0^{\circ}19'19''$ East, 175.15 feet to a point on the east line of said Document No. 98-007646 tract; THENCE North $1^{\circ}12'28''$ West along said east line which is coincident with the west line of said Book 525, Page 79 tract, 335.07 feet to the POINT OF BEGINNING.

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
MAY 22, 2013
GERHARD K. KOESTER
82578PLS

EXPIRES 6/30/17

BMP DESIGN LLC

Civil Engineering & Land Surveying

12214 SE MILL PLAIN BLVD. # 203. Vancouver, WA 98684

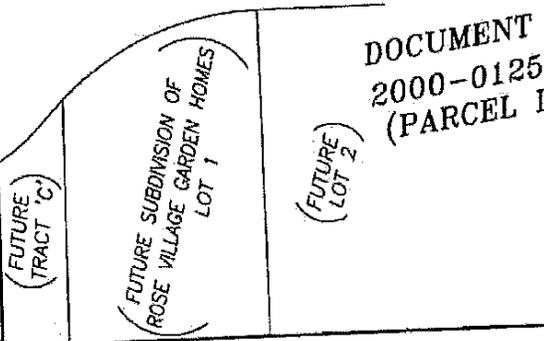
PH: 360.936.8426, FAX: 360.253.6054

www.bmpdesign.us

EXHIBIT 'A' page 2

DOCUMENT NO.
2000-012531
(PARCEL I)

POINT OF BEGINNING
5/8" I.R. W/YPC



BOOK 525
PAGE 79

EASEMENT AREA

DOCUMENT NO.
98-007646

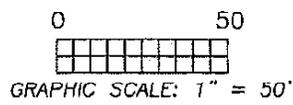
N1°12'28"W 335.07'
 S3°54'52"W 160.89'
 S0°19'19"E 175.15'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]
 OREGON
 MAY 22, 2013
 GERHARD K. KOESTER
 82578PLS
 EXPIRES 6/30/17

LEGEND

I.R. IRON ROD
W/YPC WITH YELLOW PLASTIC CAP MARKED 'KOESTER 82578PLS'



BMP DESIGN LLC 

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