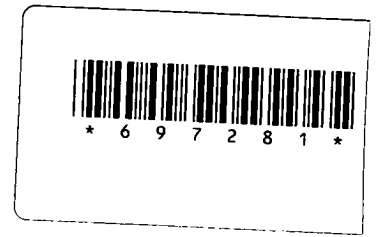


CLARK COUNTY
STAFF REPORT



DEPARTMENT/DIVISION: Public Works/Engineering & Construction Division/General Services

DATE: June 10, 2014

REQUEST: Approve and execute a Pump Station Easement to Clark Regional Wastewater District. Tax Parcel Number 212785-000.

CHECK ONE: Consent Chief Administrative Officer

BACKGROUND: The pump station located on the Tri-Mountain Golf Course was constructed in 1993 by The Port of Ridgefield and maintained by the City of Ridgefield. In January 2014 Ridgefield's sewer collection system was transferred to Clark Regional Wastewater District. The District has been unable to find an easement to the City of Ridgefield either from the Port or the County and have requested this easement as they are now responsible for maintaining the pump station.

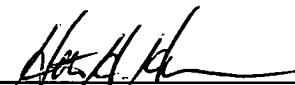
COMMUNITY OUTREACH: None needed.

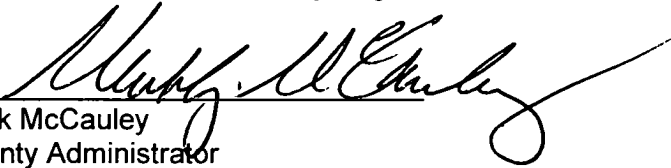
BUDGET AND POLICY IMPLICATIONS: None. It has been our policy to accommodate utilities whenever possible.


FISCAL IMPACTS: Yes (see Fiscal Impact Attachment) No

ACTION REQUESTED: Approve and execute a Pump Station Easement to Clark Regional Wastewater District. Tax Parcel Number 212785-000.

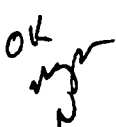
DISTRIBUTION: Please notify the Real Property Services Section of the Board's action by calling extension 4975.


Heath H. Henderson, P.E.
Public Works Director/County Engineer


Mark McCauley
County Administrator

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS
June 10, 2014
SR 120-14

HHH/MM/PM/pmm
Attachments: Easement, Resolution, Map

OK


AFTER RECORDING, PLEASE RETURN TO:

Clark Regional Wastewater District
P.O. Box 8979
Vancouver, WA 98668-8979

SEWER EASEMENT

Grantor(s): Clark County, a political subdivision of the State of Washington

Grantee(s): Clark Regional Wastewater District, a Washington sewer district

Short Legal Description: Easement Area 1 (Pump Station) and Area 2 (Sanitary Sewer Line to Club House)

[Complete legal description on Exhibit B]

Assessor's Property Tax
Parcel/Account Number(s): 212785-000

Reference Number(s) of
Documents Assigned
or Released:

PW 14-20

N/A

THIS SEWER EASEMENT ("Easement") is made this 10th day of June, 2014, ("Effective Date") by and between CLARK COUNTY, a political subdivision of the State of Washington ("Grantor") and the CLARK REGIONAL WASTEWATER DISTRICT, a Washington sewer district ("Grantee") (individually a "Party" and collectively the "Parties"). The parties agree as follows:

1. Grantor's Real Property. Grantor is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein ("**Grantor's Property**").

2. Grant of Perpetual Sewer Easement. Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, its successors and assigns, a perpetual, nonexclusive sewer easement ("**Easement**") under, over, through and across the portion of Grantor's Property which is described and shown on **Exhibit B**, attached hereto and incorporated herein ("**Easement Area**").

3. Purpose. The Easement is for the purpose of constructing, installing, operating, maintaining, removing, repairing, replacing and using sewer facilities, including gravity trunks, force mains, pump stations, and all appurtenances thereto (collectively the "**Facilities**").

4. Access. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon Grantor's Property for the purposes of exercising its right under this Easement.

5. Restoration. If the Easement Area is disturbed by the construction, installation, operation, maintenance, removal, repair, replacement or use of the Facilities, Grantee shall restore the surface of the Easement as nearly as practicable to the condition in which it existed at the commencement of the construction, installation, operation, maintenance, removal, repair, replacement or use of the Facilities.

6. Reservation of Rights. All right, title and interest, which may be used and enjoyed without interfering with the Easement are reserved to Grantor. The construction, installation, maintenance or repair, after the date of this Agreement, of structures of a permanent nature, which interfere with the operation of the Facilities, shall be deemed an encroachment upon Grantee's easement rights, and Grantor shall be obligated to remove the encroachments at Grantor's expense.

7. Protection of Facilities. Grantor covenants that no digging, tunneling or other form of construction activity shall be done on Grantor's Real Property, the Easement Area that would disturb, damage, unearth, or undermine the Facilities, or endanger the lateral support to the Facilities.

8. Indemnity. Grantee shall indemnify and hold Grantor harmless from and against any and all claims and causes of action of every kind and description which may be suffered by any person or property, to the extent such claims and actions arise out of or result from Grantee's negligence or willful misconduct in Grantee's use and occupancy of Easement Area.

9. Binding Effect. This Agreement and the rights and obligations under this Agreement are intended to and shall run with the land and shall benefit and bind the Parties and their respective successors, heirs and assigns.

10. Title. Grantor warrants that Grantor owns fee title to Grantor's Property and warrants Grantee's quiet enjoyment of the Sewer Easement conveyed in this Easement.

11. Entire Agreement; Recitals; Amendment. This Easement represents the entire agreement of the Parties with respect to the subject matter hereof. The Recitals shall be deemed a part of this Easement. This Easement may only be modified by a written document signed by the Parties.

12. Authority. If Grantor is an entity, the person signing this Easement on behalf of Grantor represents that he or she has full authority to sign this Easement on behalf of Grantor.

13. Attorneys' Fees. If either Party brings any suit or other proceeding arising out of or in connection with this Easement, the prevailing Party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

14. Counterparts. This Easement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Easement as of the Effective Date.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF CLARK COUNTY, WASHINGTON

By: Tom Mielke
Tom Mielke, Chair

By: _____
David Madore, Commissioner

By: _____
Vacant Position, Commissioner

GRANTEE:

CLARK REGIONAL WASTEWATER
DISTRICT

By: _____
John M. Peterson, P.E., General Manager

STATE OF WASHINGTON

COUNTY OF CLARK

On this 10th day of June, 2014, before me personally appeared _____ and Tom Mielke, to me known to be the duly elected, qualified and acting County Commissioner(s) of Clark County, Washington, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Clark County, for the uses and purposes therein mentioned, and on oath stated that she/they is/are authorized to execute said instrument by resolution of the Board of County Commissioners of Clark County and that the seal affixed is the official seal of Clark County.

Dated 6/10/14

Rebecca L. Tilton

Notary Public in and for the State of WA
Residing at Vancouver, WA

My commission expires: 4/26/17

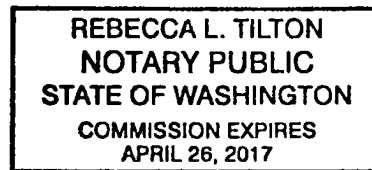


EXHIBIT B
DESCRIPTION AND MAP OF SEWER EASEMENT AREA

Easement Area 1 (Pump Station)

BEGINNING at the Northeast corner of the West 10 acres of the Northwest Quarter of the Northeast Quarter of Section 16, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington;

Thence South 01°22'01" West, along the East line of said West 10 acres, for a distance of 68.00 feet;

Thence leaving said East line, South 88°26'45" East, parallel with the North line of the Northwest Quarter of the Northeast Quarter of said Section 16 , for a distance of 19.00 feet;

Thence North 01°22'01" East, parallel with said East line, for a distance of 11.00 feet;

Thence North 44°19'57" East, for a distance of 19.07 feet;

Thence North 01°22'01" East, parallel with said East line, for a distance of 43.00 feet to said North line;

Thence North 88°26'45" West, along said North line, for a distance of 32.00 feet to the POINT OF BEGINNING; EXCEPT the North 20 feet for the Right of Way of N.W. 299th Street.

Easement Area 2 (Sanitary Sewer Line to Club House)

COMMENCING at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 16, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington;

Thence North 88°26'45" West, along the North line of said Northeast Quarter, for a distance of 302.60 feet;

Thence leaving said North line, South 01°52'47" West, for a distance of 20.00 feet to the North Right of Way line of N.W. 299th Street and the TRUE POINT OF BEGINNING;

Thence leaving said North Right of Way line, South 01°52'47" West, for a distance of 128.77 feet;

Thence South 87°59'53" East, for a distance of 108.51 feet;

Thence North 02°00'07" East, for a distance of 15.00 feet;

Thence North 87°59'53" West, for a distance of 93.54 feet;

Thence North 01°52'47" East, for a distance of 113.89 feet to said North Right of Way line;

Thence North 88°26'45" West, along said North Right of Way line, for a distance of 15.00 feet to the TRUE POINT OF BEGINNING;

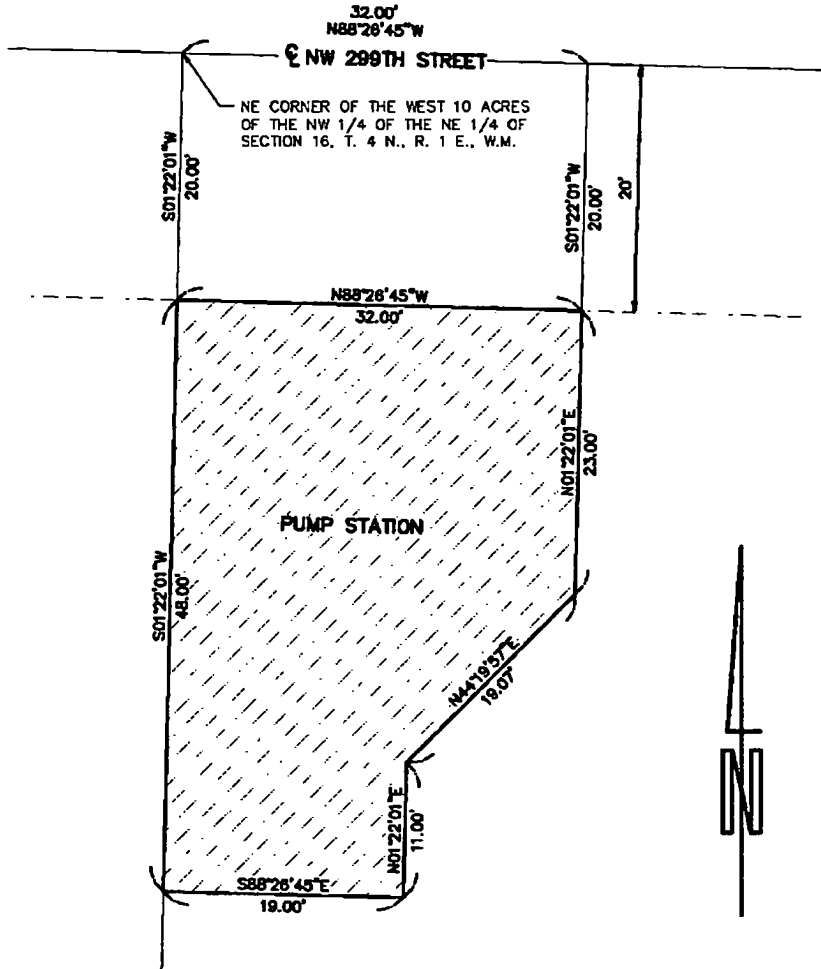
Easement Area 1 (Pump Station)

EXHIBIT "B"

JOB NO: 13-308

DATE: 01-06-14

NOT TO SCALE



Easement Area 2 (Sanitary Sewer Line to Club House)

EXHIBIT "B"

JOB NO: 13-308

DATE: 01-06-14

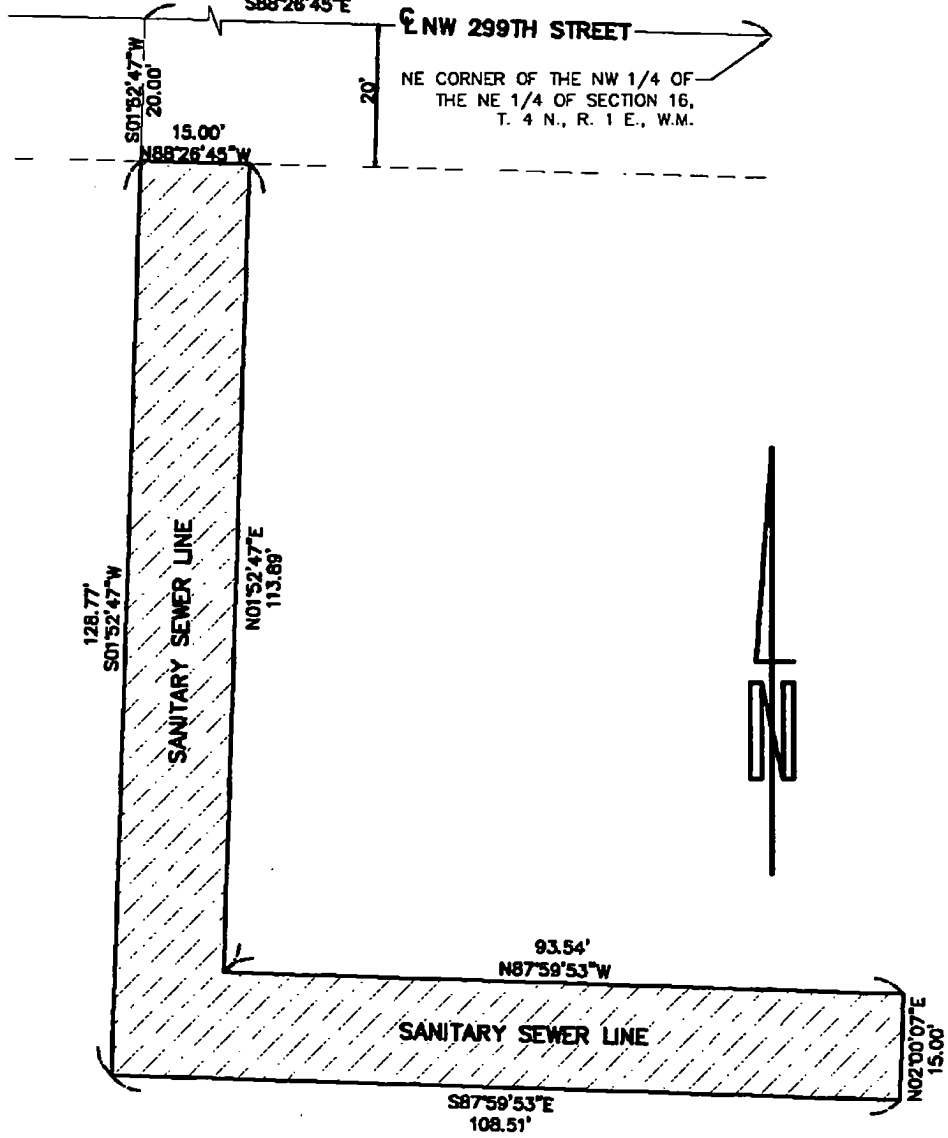
302.60'

NOT TO SCALE

S88°28'45"E

← NW 299TH STREET →

NE CORNER OF THE NW 1/4 OF
THE NE 1/4 OF SECTION 16,
T. 4 N., R. 1 E., W.M.



CLARK COUNTY, WASHINGTON
RESOLUTION NO. 2014-06-12

IN THE MATTER OF EXECUTION OF QUIT CLAIM DEED FROM CLARK COUTY

WHEREAS, the Board of County Commissioners is in regular session this 10th day of
June, 2014, and

WHEREAS, it appears in the best interest of Clark County the following is hereby executed:

Document

Easement

Data

FROM: Clark County, Washington
TO: Clark Regional Wastewater District
CONSIDERATION: Mutual Benefit

NOW THEREFORE, IT IS HEREBY RESOLVED that the hereinabove mentioned
document(s) be recorded and filed.

IT IS FURTHER RESOLVED that copies of this resolution be filed with the County Auditor,
County Engineer, and in the records of the County Commissioners.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, WASHINGTON



Tom Mielke, Chair

ATTEST:



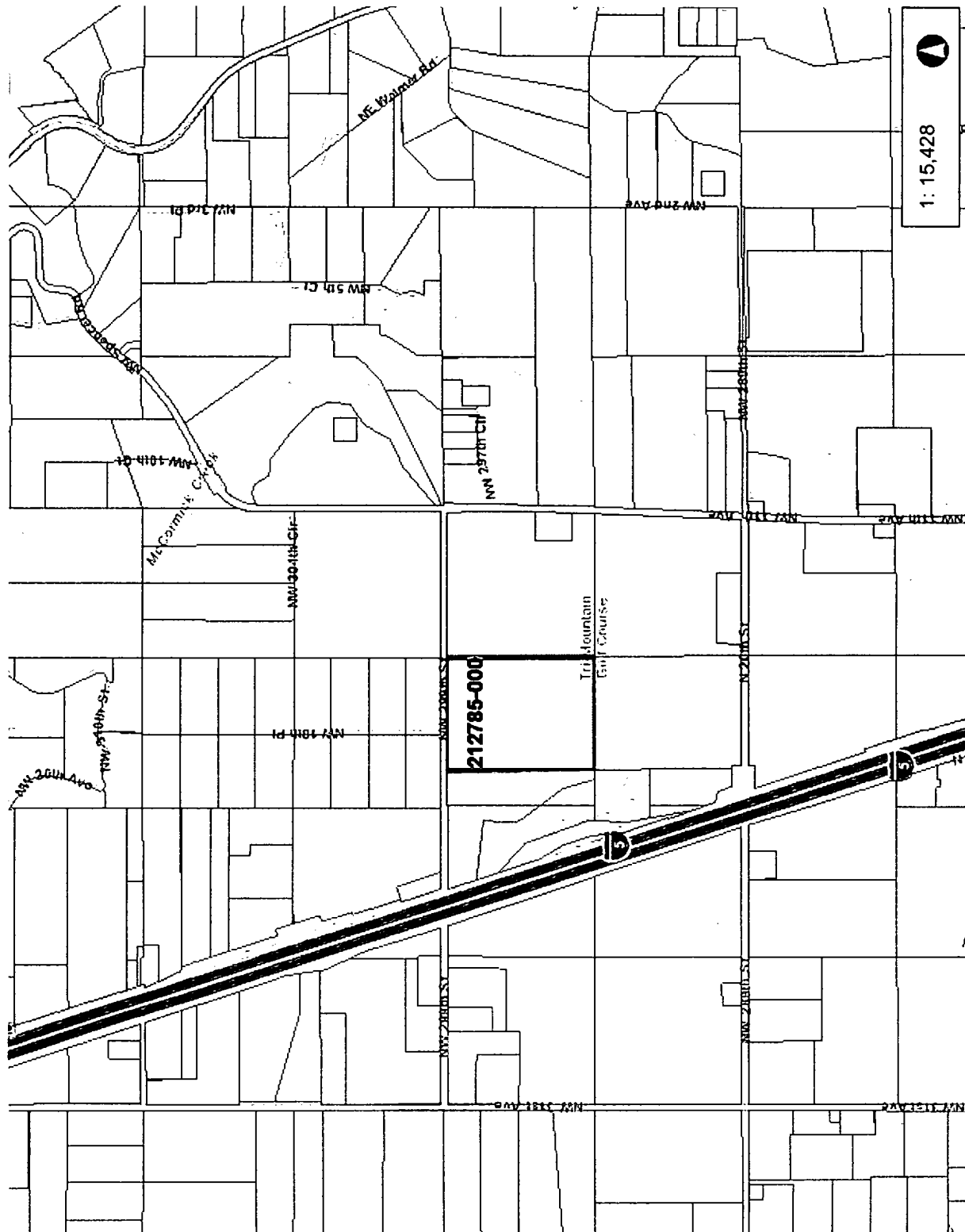
Clerk of the Board

David Madore, Commissioner

Vacant Position, Commissioner

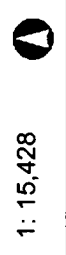


212785-000 Tri-Mountain Golf Course



212785-000

Tri-Mountain Golf Course



Notes:

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

- Legend**
- Building Footprints
 - Taxlots
 - World Street Map

