



Gregory L. Geist
Director

September 20, 2018

Board of County Commissioners
acting as the Board of
Water Environment Services

Members of the Board:

**Approval of Acquisition of an Easement from the City of Gladstone
in support of the 82nd Drive Bridge Rehabilitation Project**

Purpose/Outcomes	To purchase and accept an easement from the City of Gladstone.
Dollar Amount and Fiscal Impact	The purchase price of the easement is \$20,000. Funds are currently available and budgeted.
Funding Source	WES Capital fund. No County General Funds are involved.
Duration	Permanent.
Previous Board Action	Acquisition of the Bridge itself.
Strategic Plan Alignment	Build strong infrastructure – this rehabilitation will support the long term functionality of the bridge.
Contact Person	Chris Storey, Assistant Director, WES – 503-742-4543

BACKGROUND:

In 1998, Clackamas County Service District No. 1 (“CCSD#1”) purchased the 82nd Drive Bridge (the “Bridge”) across the Clackamas River, located at the end of Highway 213 on the Oregon City side and the end of 82nd Drive in Gladstone, for One Dollar (\$1.00), and assumption of maintenance obligations of the bridge. As part of the regionalization reorganization, the Bridge has been transferred to Water Environment Services (“WES”).

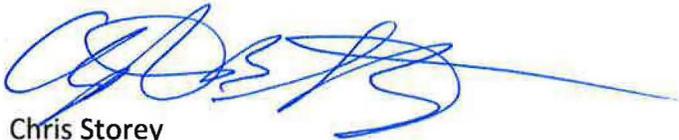
WES is undertaking a rehabilitation project with respect to the Bridge to improve its carrying capacity for pipes, upgrade its seismic resistance capacity, and reinforce it to allow for emergency vehicle use. As part of this project, it eventually became clear that while CCSD#1 purchased the Bridge itself, the document did not deal with the land upon which the Bridge sat. To do the anticipated improvement work, land use approvals were necessary and required consent of the landowner. Rather than having the City of Gladstone be a co-permittee and obligee with respect to the project, WES staff has negotiated the acquisition of an easement (attached) that remedies the oversight of excluding the land from the 1998 agreement.

This concept was presented to the Gladstone City Council at their meeting held on September 11th, 2018, and was unanimously approved. If agreed to by the Board as the governing body of WES, the easement will promptly be recorded and payment made to the City of Gladstone. This will allow the project to go forward over the coming year, with a targeted completion timeline of Fall 2019.

RECOMMENDATION:

Staff recommends the Board approve the acquisition of the easement on the terms and conditions set for therein and authorize Greg Geist, WES Director, to sign on behalf of WES.

Respectfully submitted,



Chris Storey
Assistant Director, Water Environment Services

Attachments:
Easement with Exhibits

Grantor:
City of Gladstone
525 Portland Ave.
Gladstone, OR 97207

District:
Water Environment Services
150 Beaver Creek Road
Oregon City, OR 97045

After recording, return to:
Water Environment Services
150 Beaver Creek Road
Oregon City, OR 97045

Until a change is requested,
all taxes shall be sent to:
No Change

Reserve this area for recording stamp

PERMANENT SURFACE WATER, STORM DRAINAGE AND SANITARY SEWER EASEMENT

For value received, the **City of Gladstone**, a political subdivision of the State of Oregon (“Grantor”), hereby grant and convey to **Water Environment Services**, an intergovernmental entity formed pursuant to ORS Chapter 190 (“District”), a permanent non-exclusive easement and right, subject to all applicable permitting and land use approvals, to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain a pipe bridge, sewers, wastewater, storm drainage or surface water pipelines, and all related facilities (the “Purpose”) through, under, over and along the following described Grantor’s property (“Easement”) in the County of Clackamas and State of Oregon:

See Exhibit “A” for the Easement legal description as depicted on Exhibit “B”, each attached hereto and incorporated herein.

It is understood and agreed that, except in relation to the Purpose, no buildings or other structures shall be erected, nor mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials occur upon the Easement premises without the written consent of Grantor. The District will restore, as near as practical, the landscaping, including native habitat within the habitat conservation area overlay, and pavement that may exist or be placed within the Easement disturbed by construction, maintenance, repair, or replacement. The District shall give reasonable notice to the landowner before activities in connection with surface water, storm drainage, or sanitary sewer facility are commenced and shall limit activities to those necessary to achieve the purpose of constructing, reconstructing, enlarging, replacing, repairing, inspecting or maintaining the facility.

Grantor agrees to undertake no activity or otherwise harm or impair the Easement area to prevent or impede the proper functioning of the District’s system. Grantor shall retain, on behalf of both Grantor and the public, the right to access, use, and enjoy the Easement Area for all purposes not inconsistent with the rights granted to District herein and so long as such use does not materially harm or impair District’s use as authorized by the terms of this Easement.

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.

The true and actual consideration for this transfer is Twenty Thousand and 00/100 Dollars (\$20,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor.

Subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, District covenants to and does hereby agree to indemnify, hold harmless and defend the Grantor and his successors and assigns, from and against all claims and all costs, expenses and liabilities incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of any person or persons, or any accident, personal injury, loss or damage whatsoever caused to any person or entity or to the property of any person or entity as shall occur on or about the Easement as the result of District’s exercise of the rights granted in this Agreement, or District’s failure to perform the obligations set forth in this Agreement. There shall be excluded from the foregoing indemnification the damages, costs and expenses to the extent that such damages, costs and expenses are caused by the negligence of Grantor, its agents, employees, representatives, or their successors and assigns.

In witness whereof, the Grantor(s) above named, has here-unto set their hand(s) and seal(s) this _____ day of _____, 2018.

Grantor City of Gladstone

Name: _____

Title: _____

Date: _____

STATE OF OREGON)
) ss.
County of Clackamas)

This record was acknowledged before me on (date) _____ by _____ as the _____ of _____.

Notary Public for Oregon

My Commission Expires: _____

**Accepted by Grantee:
Water Environment Services**

Director

Date

Recording Secretary

EXHIBIT "A"
EASEMENT AREA

A TRACT OF LAND SITUATED IN THE S.E. 1/4 OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF BRIDGEVIEW LANE WITH THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 1286 (ALSO KNOWN AS 82ND DRIVE), THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE, 30.00 FEET FROM CENTERLINE AS DEPICTED ON SN 2017-232, CLACKAMAS COUNTY SURVEY RECORDS, 31.72 FEET ALONG THE ARC OF A 507.47 FOOT RADIUS CURVE CONCAVE TO THE WEST THROUGH A CENTRAL ANGLE OF 03°34'52" (LONG CHORD BEARS NORTH 14°14'49" WEST 31.71 FEET) TO A POINT OF TANGENCY AT STATION 70+50.59 P.T., 30.00 RIGHT AS DEPICTED ON SAID SN 2017-232; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, AS DEPICTED ON SN 2017-232, NORTH 16°02'15" WEST 248.34 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE AT STATION 72+98.93, 30.00 RIGHT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, AS DEPICTED ON SN 2017-232, NORTH 71°14'23" EAST 30.10 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE AT STATION 73+00.36, 60.07 RIGHT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, AS DEPICTED ON SN 2017-232, NORTH 23°36'35" WEST 77.86 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE AT STATION 73+77.54, 49.81 RIGHT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, AS DEPICTED ON SN 2017-232, SOUTH 64°04'45" WEST 18.12 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE AT STATION 73+74.43, 31.96 RIGHT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY LINE, AS DEPICTED ON SN 2017-232, A DISTANCE OF 20.00 FEET ALONG THE ARC OF A 152.00 FOOT RADIUS CURVE CONCAVE TO THE EAST THROUGH A CENTRAL ANGLE OF 07°32'20" (LONG CHORD BEARS NORTH 10°43'46" WEST 19.98 FEET); THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 79°45'11" WEST 82.17 FEET TO AN ANGLE POINT IN THE NORTH RIGHT OF WAY LINE OF CLACKAMAS BLVD. AS DEPICTED ON SN 2017-232 AT STATION 74+02.62, 47.94 LEFT; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF CLACKAMAS BLVD. SOUTH 63°13'29" EAST 24.46 FEET TO THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED COUNTY ROAD 1286 AT STATION 73+86.00, 30.00 LEFT, AS DEPICTED ON SN 2017-232; THENCE ALONG SAID WEST RIGHT OF WAY LINE, AS DEPICTED ON SN 2017-232, SOUTH 16°02'15" EAST 335.41 FEET TO A POINT OF CURVATURE AT STATION 70+50.59 P.T., 30.00 LEFT AS DEPICTED ON SN 2017-232; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, AS DEPICTED ON SN 2017-232, A DISTANCE OF 47.07 FEET ALONG THE ARC OF A 447.47 FOOT RADIUS CURVE CONCAVE TO THE WEST THROUGH A CENTRAL ANGLE OF 06°01'38" (LONG CHORD BEARS SOUTH 13°01'26" EAST 47.05 FEET); THENCE LEAVING SAID WEST RIGHT OF WAY LINE NORTH 60° 00'00" EAST 63.35 FEET TO THE POINT OF BEGINNING.

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**



**OREGON
JULY 14, 1978
DON DEVLAE MINCK
1634**

DATE OF SIGNATURE: 7/27/18
EXPIRES 12/31/2019

REGISTERED
PROFESSIONAL
LAND SURVEYOR

[Signature]
OREGON
JULY 14, 1978
DON DEVLAEINCK
1634

DATE OF SIGNATURE: *7/17/18*
EXPIRES 12/31/2019

CLACKAMAS BLVD.

L=20.00'
R=152.00'
 $\Delta=07^{\circ}32'20''$
LC=N10^{\circ}43'46''W
19.98'

73+74.43, 31.96' RIGHT
73+77.54, 49.81' RIGHT

S64^{\circ}04'45''W
18.12'

74+02.62
47.94' LEFT
S63^{\circ}13'29''E
24.46'
73+86.00
30.00' LEFT

73+00.36, 60.07' RIGHT

N71^{\circ}14'23''E
30.10'

EASEMENT AREA
25,291 SQ. FT.

72+98.93
30.00' RIGHT

S19^{\circ}02'15''E
33.53-1.14'

**COUNTY ROAD 1286
(82ND DRIVE)**

N19^{\circ}02'15''N
248.34'

CLACKAMAS RIVER

70+50.59 P.T.
30.00' RIGHT

L=31.72'
R=507.47'
 $\Delta=03^{\circ}34'52''$
LC=N14^{\circ}14'49''W
31.71'

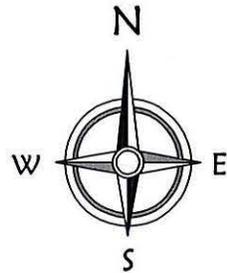
70+50.59 P.T.
30.00' LEFT

L=47.07'
R=447.47'
 $\Delta=06^{\circ}01'38''$
LC=S13^{\circ}01'26''E
47.05'

BRIDGEVIEW LANE

POINT OF BEGINNING

N60^{\circ}00'00''E
63.35'



Scale: 1" = 60'

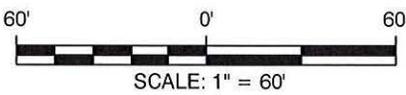


EXHIBIT "B"

8077 Exh.dwg

MPASS Land Surveyors
4107 SE International Way, Suite 705
Milwaukie, Oregon 97222 503-653-9093

**SE 1/4 OF SECTION 20, T.2S., R.2E., W.M.
CLACKAMAS COUNTY, OREGON**