



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 25, 2019

Development Agency Board
Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Easements to Water Environment Services for Pipeline
and Access Purposes Adjacent to the Carli Creek Water Quality Facility
and Release of Existing Easements Affecting the Same**

Purpose/Outcomes	Approval of an easement related to a permanent pipeline, stormwater and maintenance detention, and another easement for permanent access to a pump station and the Carli Creek Water Quality Facility, and release of existing easements affecting the same.
Dollar Amount and Fiscal Impact	None identified
Funding Source	N/A
Duration	Permanent
Previous Board Action	Original Intergovernmental Agreement with WES approved on July 27, 2017, and amended by the Board on July 12, 2018. Original easements approved by the Board on July 12, 2018.
Counsel Review	Reviewed and Approved by County Counsel on April 16, 2019
Strategic Plan Alignment	1. Build public trust through good government.
Contact Person	David Queener, 503-742-4322

BACKGROUND:

On July 27, 2017, the Development Agency and Clackamas County Service District No. 1 (CCSD #1) executed an intergovernmental agreement (“IGA”) to facilitate the Carli Creek Project by accommodating the construction of a new stormwater pipeline to divert runoff currently discharged to Carli Creek to the new water quality treatment facility. The new stormwater pipeline is located on adjacent property to the east of the Carli Creek Project site. The adjacent property is currently owned by the Clackamas County Development Agency. The Development Agency is under contract to sell the adjacent property as a part of the Capps Road/Clackamas Industrial Area Opportunity Project. In order to fill wetlands on this property to facilitate development, the Agency is required to perform wetland mitigation. This

mitigation has been incorporated as part of the Carli Creek Project.

The IGA was assigned from CCSD#1 to Water Environment Services (“WES”) in July 2018. The IGA requires the Agency to convey a permanent pipeline, stormwater detention, and maintenance easement to WES, along with a second permanent access easement. These easements were originally granted in July, 2018. As the Development Agency approaches closing with the end user of the adjacent property, amendments to the existing easements have become necessary to accommodate certain requirements of the future development. Prior to the Development Agency conveying its interest in the portion of the Capps Road/Clackamas Industrial Area Opportunity Project to Bottling Group, LLC, Development Agency staff recommends finalizing the amendments to the existing easements. Amending these easements will occur by way of releasing the existing easements, and replacing those easements with the updated easements, which are attached to this report.

The updated access easement will relocate the existing access to better accommodate the proposed building footprint. Terms of both the pipeline and access easements will limit access to secured areas within the easement area to certain times.

RECOMMENDATION:

Staff recommends the Board approve the easements and releases as described above.

Respectfully submitted,

David Queener
Development Agency Program Supervisor

Attachments:

- Permanent Non-Exclusive Access Easement
- Permanent Non-Exclusive Pipeline, Stormwater Detention, and Maintenance Easement
- Release of Recorded Easement (Access)
- Release of Recorded Easement (Pipeline, Stormwater Detention, and Maintenance)

Grantor: Clackamas County Development Agency	State of Oregon
Address: 150 Beaver Creek Road Oregon City, OR 97045	
Grantee: Water Environment Services	
Address: 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	

PERMANENT NON-EXCLUSIVE ACCESS EASEMENT
(Corporate or Non Profit Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT Clackamas County Development Agency, the urban renewal agency of Clackamas County, a corporate body politic, ("Grantor"), for value received, hereby grants and conveys to Water Environment Services, a municipal partnership entity formed pursuant to ORS Chapter 190, ("Grantee"), its heirs, successors and assigns, a permanent non-exclusive easement for ingress and egress, in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon, and with Grantor's real property more particularly described in Exhibit "A" which is attached hereto and by this reference made a part hereof (the "Property").

The permanent easement for ingress and egress is more particularly depicted in Exhibit "B" which is attached hereto and by this reference made a part hereof (the "Easement Area").

This is a grant from one entity of Clackamas County to another in an intergovernmental transfer. Other consideration than money was the true and actual consideration for this conveyance.

Grantee shall have the right to enter upon and utilize the Easement Area for the purposes described in this document, which includes, but is not necessarily limited to ingress and egress to the Carli Creek Water Quality Facility, which is located to the west of Grantor's Property and owned by Grantee (see Clackamas County Document # 2019-013922), and ingress and egress to a pump station facility located within the easements described in Clackamas County Document # 2001-063320, Document # 2006-076888 and Document # 1982-020628. Grantee may remove trees, shrubs, brush, paving or other materials within the Easement Area whenever necessary to accomplish these purposes. Grantee shall be responsible to restore any property disturbed by its use of the Easement Area to its original condition upon completion of their work or use and shall be responsible for any damage caused by same.

Neither Grantor nor Grantor's successors in title shall construct or maintain any building or other structures upon the above described Easement Area which will unreasonably interfere with Grantee's exercise of this easement.

Grantee shall be solely responsible for determining the location of all utilities in the Easement Area that may be affected by work performed in the Easement Area by or on behalf of Grantee. Grantee shall provide all required notification to the applicable utility companies and shall take all steps necessary to prevent damage to or disruption of all utilities and utility service and other equipment and systems in the Easement Area.

Grantor shall provide Grantee access to the Easement Area at all times for purposes of accessing the pump station facility, described above. Grantor shall provide Grantee access to the Easement Area during the weekday hours of 7:00am-6:00pm (PST) for the purposes of accessing the Carli Creek Water Quality Facility, described above. In all other instances, except in an emergency creating an immediate risk of environmental damage, personal injury or property damage, Grantee may not enter upon and utilize the Easement Area for the purposes described in this document unless the Grantor is provided notice at least forty eight (48) hours before work is commenced or access is needed. Notice may be arranged by any delivery method reasonably calculated to provide actual notice to Grantor, including email directed to Grantor's registered agent.

Except as otherwise provided, the Easement Area shall be non-exclusive. Grantor shall have the right to grant easements to others to cross or use the Easement Area now or in the future, provided the use, construction and installation of such does not unreasonably interfere with the repair, maintenance or operation of Grantee's facilities and related appurtenances.

Grantor shall pay all real property taxes assessed to Grantor's parcel without apportionment thereof relating to this easement.

As part of the consideration for this Agreement, Grantee agrees to construct a gate, or other barrier, on its property to restrict vehicular access between the Property and the Carli Creek Water Quality Facility by way of the Easement Area. Grantee agrees to construct this gate or barrier no later than December 31, 2019.

Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, Grantee 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 (including reasonable attorneys' fees) 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 Area as the result of the Grantee's exercise of the rights granted in this Agreement, or Grantee'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, his agents, employees, representatives, or their successors and assigns.

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest

practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this _____ day of _____ 2019.

CLACKAMAS COUNTY DEVELOPMENT AGENCY,
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,
a corporate body politic under ORS Chapter 457

By: _____
Jim Bernard, Chair

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____ 2019,

by Jim Bernard as Chair of the Clackamas County Development Agency.

Notary Public for State of Oregon
My Commission Expires: _____

ACCEPTED BY GRANTEE:
WATER ENVIRONMENT SERVICES,
a municipal partnership entity under ORS Chapter 190

Chair

Date

Exhibit A

Grantor's real property more particularly described as follows: A tract of fee land located in the NE ¼ of Section 15, T2S, R2E, WM, as more particularly described by that certain Warranty Deed recorded on October 8, 2009 as Document No. 2009-071163 in the Deed Records of Clackamas County, Oregon, and that Property Line Adjustment Deed (corrective) recorded on February 7, 2018 as Document No. 2018-008395.

Exhibit B

NO.	DATE	DESCRIPTION
1		INITIAL DESIGN
2		REVISED DESIGN
3		REVISED DESIGN
4		REVISED DESIGN

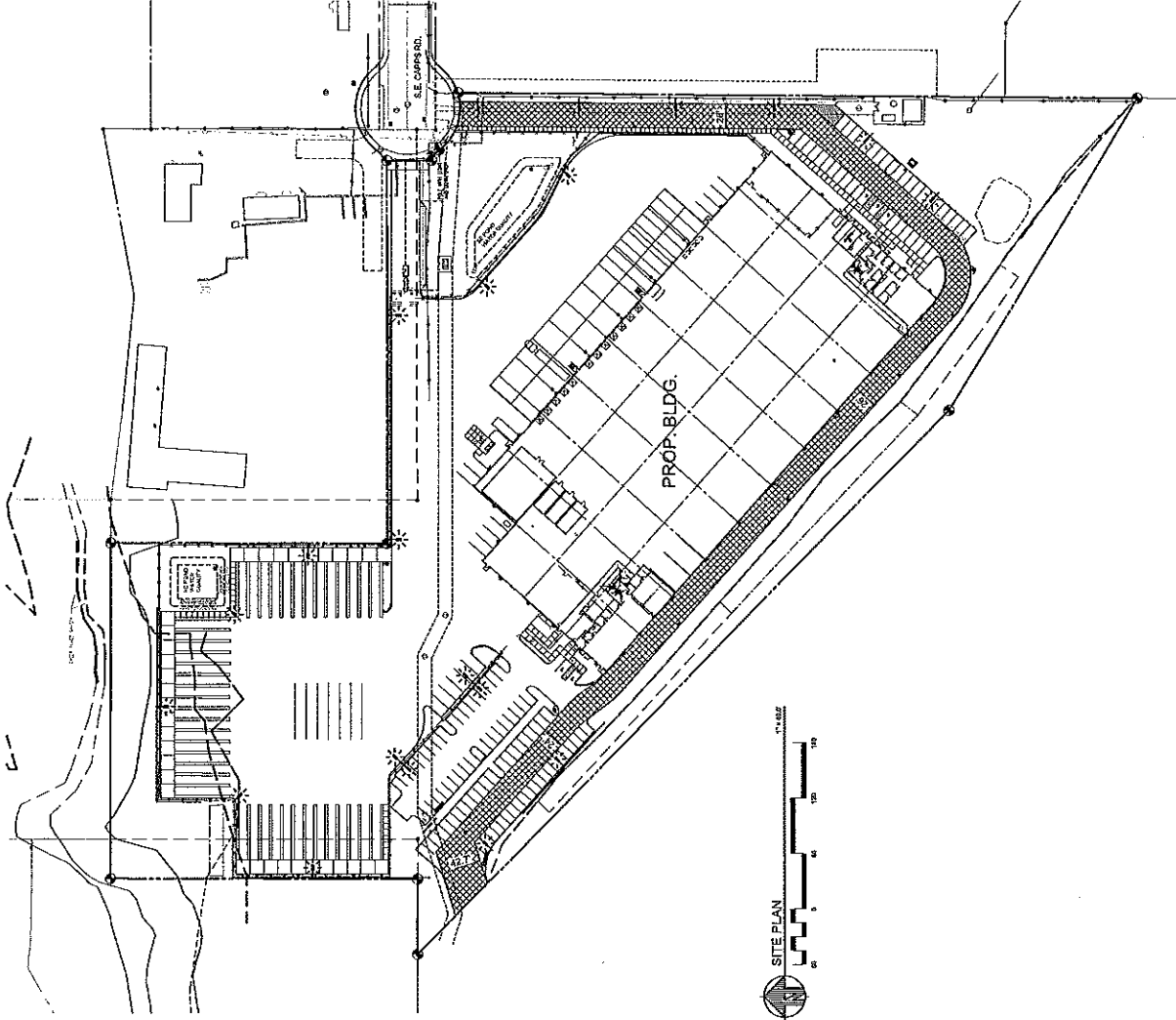
DATE	APR 2014
SCALE	AS SHOWN
DRAWN	APR 2014
CHECKED	APR 2014

REGISTERED PROFESSIONAL ENGINEER
STATE OF OREGON
NO. 18010
EXPIRES 5/31/2015

PROJECT: NDA CLACKAMAS

OWNER: NDA CLACKAMAS

MASTER SITE PLAN



Grantor: Clackamas County Development Agency	State of Oregon
Address: 150 Beaver Creek Road Oregon City, OR 97045	
Grantee: Water Environment Services	
Address: 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	

**PERMANENT NON-EXCLUSIVE PIPELINE,
STORMWATER DETENTION, MAINTENANCE**
(Corporate or Non Profit Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT Clackamas County Development Agency, the urban renewal agency of Clackamas County, a corporate body politic, ("Grantor"), for value received, hereby grants and conveys to Water Environment Services, a municipal partnership entity formed pursuant to ORS Chapter 190, ("Grantee"), its heirs, successors and assigns, a permanent non-exclusive easement to lay down, construct, reconstruct, replace, operate, inspect and perpetually maintain a storm water pipeline and underground water quality structures in, under, upon, and across Grantor's real property located in Clackamas County, State of Oregon, and with Grantor's real property more particularly described in Exhibit "A" which is attached hereto and by this reference made a part hereof (the "Property").

The permanent easement described herein is more particularly depicted in Exhibit "B" which is attached hereto and by this reference made a part hereof (the "Easement Area").

This is a grant from one entity of Clackamas County to another in an intergovernmental transfer. Other consideration than money was the true and actual consideration for this conveyance.

Grantee shall have the right to enter upon and utilize the Easement Area for the purposes described in this document. This easement shall include the right of Grantee to excavate for, and to construct, place, operate, maintain, repair, replace, relocate, inspect, and remove an underground storm drain pipeline and underground water quality structures with all appurtenances incident thereto or necessary therewith, including manholes, for the purpose of conveying stormwater through said Property, together with the right of Grantee to place, excavate, replace, repair, install, maintain, operate, inspect, and relocate pipelines and necessary appurtenances, and make excavations therefor from time to time, in, under, and through the above-described Property within said Easement Area, and to cut and remove from said Easement Area any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines or underground water quality structures, and any appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described Easement Area for the purpose of repairing, renewing, excavating, replacing, inspecting, maintaining the number of pipelines and underground water

quality structures, and any appurtenances attached to or connected therewith, and for doing anything necessary, useful, or convenient for the enjoyment of the easement hereby granted. No buildings, sidewalks or paths shall be constructed over the pipeline easement and no earthfill or embankment shall be placed within the Easement Area without a specific written agreement between Grantee and Grantor, or its successors or assigns. Should such a specific agreement be executed, Grantee will set forth the conditions under which such fill or embankment may be placed, including a stipulation that all risks of damage to the pipeline shall be assumed by Grantor, or its successors or assigns. Grantor may pave over the Easement Area for purpose of providing parking or vehicle access areas.

Grantee shall be responsible to restore any property disturbed by its use of the Easement Area to its original condition upon completion of their work or use and shall be responsible for any damage caused by same.

Grantee shall be solely responsible for determining the location of all utilities in the Easement Area that may be affected by work performed in the Easement Area by or on behalf of Grantee. Grantee shall provide all required notification to the applicable utility companies and shall take all steps necessary to prevent damage to or disruption of all utilities and utility service and other equipment and systems in the Easement Area.

Except in an emergency creating an immediate risk of environmental damage, personal injury or property damage, Grantee may not enter upon and utilize the Easement Area for the purposes described in this document unless at least forty eight (48) hours before work is commenced or access is needed, the Grantor is provided notice. Notice may be arranged by any delivery method reasonably calculated to provide actual notice to Grantor, including email directed to Grantor's registered agent. Except in an emergency or unless otherwise agreed to by the Grantor, Grantor shall provide access to the Easement Area during the weekday hours of 7:00am-6:00pm (PST), subject to the forty eight (48) hour notice requirement described in this paragraph.

Except as otherwise provided, the Easement Area shall be non-exclusive. Grantor shall have the right to grant easements to others to cross or use the Easement Area now or in the future, provided the construction and installation of such do not unreasonably interfere with the repair, maintenance or operation of Grantee's facilities and related appurtenances.

Subject to the limitations in the Oregon Constitution and the Oregon Tort Claims Act, Grantee 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 Area as the result of the Grantee's exercise of the rights granted in this Agreement, or Grantee'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, his agents, employees, representatives, or their successors and assigns.

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify

the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this _____ day of _____ 2019.

CLACKAMAS COUNTY DEVELOPMENT AGENCY,
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,
a corporate body politic under ORS Chapter 457

By: _____
Jim Bernard, Chair

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of _____ 2019.

by Jim Bernard as Chair of the Clackamas County Development Agency.

Notary Public for State of Oregon
My Commission Expires: _____

ACCEPTED BY GRANTEE:
WATER ENVIRONMENT SERVICES,
a municipal partnership entity under ORS Chapter 190

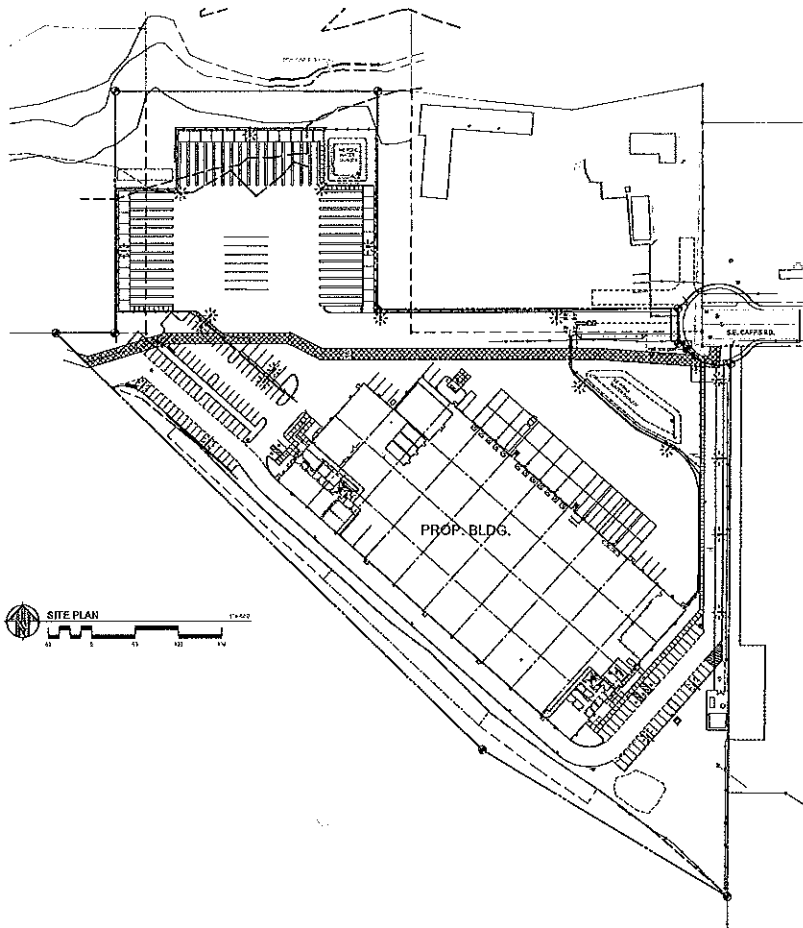
Chair

Date

Exhibit A

Grantor's real property more particularly described as follows: A tract of fee land located in the NE ¼ of Section 15, T2S, R2E, WM, as more particularly described by that certain Warranty Deed recorded on October 8, 2009 as Document No. 2009-071163 in the Deed Records of Clackamas County, Oregon, and that Property Line Adjustment Deed (corrective) recorded on February 7, 2018 as Document No. 2018-008395.

Exhibit B



SITE PLAN
0 1 11 22 44

VLMK
ENGINEERING + DESIGN
3772 SW KERRY AVENUE
Portland, Oregon 97228
503.225.8458
VLMK.COM

PROJECT NAME
NDA CLACKAMAS

11650 SE CAPPS ROAD
CLACKAMAS, OR

REVISIONS

NO.	DATE	DESCRIPTION
1	11/10/2011	ISSUED FOR PERMITTING
2	11/10/2011	ISSUED FOR PERMITTING
3	11/10/2011	ISSUED FOR PERMITTING
4	11/10/2011	ISSUED FOR PERMITTING
5	11/10/2011	ISSUED FOR PERMITTING



DATE APPROVED	11/10/2011
BY	JFK
DATE	11/10/2011
BY	JFK

MASTER SITE PLAN

MAIL TAX STATEMENTS TO:

No Change

AFTER RECORDING RETURN TO:

Water Environment Services
150 Beaver creek Rd.
Oregon City, OR 97045

GRANTOR'S ADDRESS:

Clackamas County Development Agency
150 Beaver creek Rd.
Oregon City, OR 97045

GRANTEE'S ADDRESS:

Water Environment Services
150 Beaver creek Rd.
Oregon City, OR 97045

RELEASE OF RECORDED EASEMENT

The purpose of this conveyance is to release and relinquish all of the right, title, and interest of Water Environment Services, a municipal partnership entity formed pursuant to ORS Chapter 190, ("Grantee"), in the premises described in Exhibit "A" attached hereto and incorporated herein, arising by reason of that certain Permanent Non-Exclusive Access Easement granted by the Clackamas County Development Agency ("Grantor") recorded on October 30, 2018 in the Real Property Records of Clackamas County, Oregon as document number 2018-066562.

In witness whereof, the parties hereto execute this document on this ____ day of _____ 2019.

CLACKAMAS COUNTY DEVELOPMENT AGENCY,
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,
a corporate body politic under ORS Chapter 457

By: _____
Jim Bernard, Chair

WATER ENVIRONMENT SERVICES,
a municipal partnership entity under ORS Chapter 190

By: _____
Jim Bernard, Chair

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of
_____ 2019,

by Jim Bernard as Chair of the Clackamas County Development Agency.

Notary Public for State of Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of
_____ 2019,

by Jim Bernard as Chair of Water Environment Services.

Notary Public for State of Oregon
My Commission Expires: _____

Exhibit A

Grantor's real property more particularly described as follows: A tract of fee land located in the NE $\frac{1}{4}$ of Section 15, T2S, R2E, WM, as more particularly described by that certain Warranty Deed recorded on October 8, 2009 as Document No. 2009-071163 in the Deed Records of Clackamas County, Oregon, and that Property Line Adjustment Deed (corrective) recorded on February 7, 2018 as Document No. 2018-008395.

MAIL TAX STATEMENTS TO:

No Change

AFTER RECORDING RETURN TO:

Water Environment Services
150 Beaver creek Rd.
Oregon City, OR 97045

GRANTOR'S ADDRESS:

Clackamas County Development Agency
150 Beaver creek Rd.
Oregon City, OR 97045

GRANTEE'S ADDRESS:

Water Environment Services
150 Beaver creek Rd.
Oregon City, OR 97045

RELEASE OF RECORDED EASEMENT

The purpose of this conveyance is to release and relinquish all of the right, title, and interest of Water Environment Services, a municipal partnership entity formed pursuant to ORS Chapter 190, ("Grantee"), in the premises described in Exhibit "A" attached hereto and incorporated herein, arising by reason of that certain Permanent Non-Exclusive Pipeline, Stormwater Detention, Maintenance Easement granted by the Clackamas County Development Agency ("Grantor") recorded on October 30, 2018 in the Real Property Records of Clackamas County, Oregon as document number 2018-066563.

In witness whereof, the parties hereto execute this document on this ____ day of _____ 2019.

CLACKAMAS COUNTY DEVELOPMENT AGENCY,
the URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY,
a corporate body politic under ORS Chapter 457

By: _____
Jim Bernard, Chair

WATER ENVIRONMENT SERVICES,
a municipal partnership entity under ORS Chapter 190

By: _____
Jim Bernard, Chair

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of
_____ 2019,

by Jim Bernard as Chair of the Clackamas County Development Agency.

Notary Public for State of Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was signed and attested before me this _____ day of
_____ 2019,

by Jim Bernard as Chair of Water Environment Services.

Notary Public for State of Oregon
My Commission Expires: _____

Exhibit A

Grantor's real property more particularly described as follows: A tract of fee land located in the NE $\frac{1}{4}$ of Section 15, T2S, R2E, WM, as more particularly described by that certain Warranty Deed recorded on October 8, 2009 as Document No. 2009-071163 in the Deed Records of Clackamas County, Oregon, and that Property Line Adjustment Deed (corrective) recorded on February 7, 2018 as Document No. 2018-008395.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 25, 2019

Development Agency Board
Board of County Commissioners
Clackamas County

Members of the Board:

**Delegation of Authority to Execute a Property Line Adjustment Deed with
Water Environment Services to Adjust Approximately .33 Acres of Land on
Property Located On Capps Road West of SE 120th Avenue**

Purpose/Outcomes	Delegate authority to the director of the Department of Transportation and Development to finalize a transfer of excess property adjacent to the Carli Creek Water Quality Facility, to facilitate the development of industrial land.
Dollar Amount and Fiscal Impact	None identified
Funding Source	N/A
Duration	Permanent
Previous Board Action	Original Intergovernmental Agreement with WES approved on July 27, 2017, and amended by the Board on July 12, 2018.
Counsel Review	Reviewed and approved by Counsel on 4-17-19
Strategic Plan Alignment	1. Build public trust through good government.
Contact Person	David Queener, 503-742-4322

BACKGROUND:

In January 2012, Clackamas County Service District No. 1 (“CCSD #1”) purchased a 15-acre property owned by the Carli family to construct a regional stormwater facility in support of water quality and stream health. The project also fulfills state and federal regulatory requirements to improve stormwater treatment in older areas that drain to urban creeks, like Carli Creek, which discharges into the Clackamas River. The main elements of the Carli Creek Enhancement and Water Quality Project (“Carli Creek Project”) includes:

- 1) Re-routing stormwater conveyance systems along SE 120th St and SE Capps Road;
- 2) Regional water quality treatment facility;
- 3) Wetlands and upland habitat enhancement; and
- 4) Carli Creek habitat restoration for fish.

The Carli Creek Project has since been completed and is now operational.

On July 27, 2017, the Development Agency and CCSD #1 executed an intergovernmental agreement (“IGA”) to facilitate the Carli Creek Project by accommodating the construction of a new stormwater pipeline to divert runoff currently discharged to Carli Creek to the new water quality treatment facility. The new stormwater pipeline is located on adjacent property to the east of the Carli Creek Project site. The adjacent property is currently owned by the Clackamas County Development Agency. The Development Agency is under contract to sell the adjacent property as a part of the Capps Road/Clackamas Industrial Area Opportunity Project. In order to fill wetlands on this property to facilitate development, the Agency is required to perform wetland mitigation. This mitigation has been incorporated as part of the Carli Creek Project.

The IGA was assigned to WES in July, 2018. In Section 3.D of the IGA, WES has granted the Agency the option to purchase certain excess property not necessary for the Carli Creek Project (the “Option Parcel”). The Option Parcel is shown on the map, attached to the IGA as Exhibit “A”. The IGA is attached to this report. This provision recognized that development was planned to occur on property owned by the Agency, adjacent to the Carli Creek Project, and that the Option Parcel could enhance development opportunities in the event the Option Parcel was not needed for the Carli Creek Project. As part of the consideration for the Agency granting CCSD #1 the right to construct and operate a pipeline over its property, CCSD #1 provided a credit for the future purchase of the Option Parcel by the Agency.

The Development Agency is rapidly approaching closing with the end user of the adjacent property, and acquisition of a portion of the Option Parcel has become necessary to accommodate certain requirements of the future development. Prior to the Development Agency conveying its interest in the portion of the Capps Road/Clackamas Industrial Area Opportunity Project to Bottling Group, LLC, Development Agency staff recommends the Development Agency Board exercise its option under Section 3.D of the IGA and acquire the necessary portion of the Option Parcel. The portion of the Option Parcel to be acquired is highlighted in blue on the attached map. Given the timing of closing with Bottling Group, LLC, staff requests that the Board delegate its authority to execute a property line adjustment deed with WES to complete the transaction, consistent with the terms of Section 3.D of the IGA.

RECOMMENDATION:

Staff recommends the Board delegate authority to the Director of the Department of Transportation and Development to execute a property line adjustment deed with WES to complete the transaction, consistent with the terms of Section 3.D of the IGA.

Respectfully submitted,

David Queener
Development Agency Program Supervisor

Attachments:
Map

