

RESOLUTION NO. 2481

A RESOLUTION ACCEPTING A PERPETUAL NONEXCLUSIVE SEWER UTILITY EASEMENT FROM REYNOLDS SCHOOL DISTRICT FOR THE COLUMBIA RIDGE SUBDIVISION SEWER SYSTEM

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The Columbia Ridge residential subdivision, located at 1601 SW Sturges Drive (TL 1N3E26DC-01700) is nearing completion of the public infrastructure phase of development.
2. Reynolds School District (RSD) owns the property immediately north of the Columbia Ridge Subdivision (TL 1N3E26-00410).
3. An existing City sewer main lies within the RSD property to the north of Columbia Ridge, in an existing sewer easement that is not contiguous to the Columbia Ridge property. This sewer main is the only reasonably available point of connection to provide gravity sanitary sewer service to the Columbia Ridge subdivision.
4. A new sewer easement on the RSD property is necessary to enable the Columbia Ridge public sewer collection system to connect to the existing sewer main on the RSD property.
5. Reynolds School District has agreed to provide the necessary sewer easement and has provided the signed easement documents of a form and content that is acceptable to the City (attached).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The City of Troutdale accepts the perpetual nonexclusive utility easement agreement from Reynolds School District, included herewith as Attachment A, for the construction, operation, maintenance, repair, replacement, and/or modification of components of the sanitary sewer system.

Section 2. This resolution is effective upon adoption.

**YEAS: 7
NAYS: 0
ABSTAINED: 0**



**Casey Ryan, Mayor
Date: January 15, 2020**



**Sarah Skroch, City Recorder
Adopted: January 14, 2020**



Reynolds School District
Administration Offices
1204 NE 201st Avenue
Fairview, OR 97024
(503) 661-7200 • fax (503) 667-6932

November 20, 2019

Travis Hultin, PE
Deputy PW Director/Chief Engineer
City of Troutdale
Public Works Department
342 SW 4th Street
Troutdale, OR 97060

RE: Reynolds School District Easement Agreement – RSD1920.240

Dear Mr. Hultin,

Attached is Easement Agreement RSD1920.240 for your review and approval. Once the agreement has been signed, please send a copy of the executed agreement to Lizperkins@partner.rsd7.net.

Sincerely,

A handwritten signature in blue ink that reads "Liz Perkins".

Liz Perkins
Executive Assistant Operations

Encl.

Utility Easement Agreement – RSD1920.240
Exhibit A – Legal Description for 40 Foot Sanitary Sewer Easement

After recording, return to:
City Recorder
City of Troutdale
219 E Historic Columbia River Hwy
Troutdale, OR 97060

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("AGREEMENT") is entered into by Reynolds School District, an Oregon public school district ("GRANTOR"), and the CITY OF TROUTDALE, an Oregon municipal corporation ("GRANTEE"), as of the date the GRANTOR signs the Certificate of Grantor.

RECITALS

A. GRANTOR owns the property described in this Agreement under paragraph 10 (the "Easement Area"). GRANTOR also owns other real property adjacent to and in the vicinity of the Easement Area.

B. GRANTEE is a municipal corporation in the State of Oregon which owns and operates public utilities.

C. The purpose of this Agreement is to grant a utility easement to GRANTEE for access and use of the Easement Area.

EASEMENT GRANTED

1. **Grant.** For no dollars but for other good and valuable consideration that is acknowledged and received, GRANTOR hereby grants to GRANTEE, and GRANTEE hereby accepts from GRANTOR, a perpetual nonexclusive easement for the Easement Area so that GRANTEE, its agents, and assigns, may construct, install, operate, maintain, repair, replace, and/or modify components of public sanitary sewer systems and privately owned and maintained sanitary sewer service laterals.

2. **Limitations.** GRANTOR shall not construct, install, nor place any structure, pavement, or vegetation within the Easement Area except for shallow-root grasses and low-growing shrubs (but not trees), fences as permitted by applicable City regulations, and sidewalks or driveways. Any damages to GRANTEE's utilities caused by GRANTOR's construction, installation, or placement of shallow-root grasses, low-growing shrubs, fences, sidewalks, driveways, or any unauthorized structures, pavement or vegetation, within the Easement Area shall be repaired or replaced by GRANTOR, or by the GRANTEE at the GRANTOR's expense, as determined by the GRANTEE.

3. **Use and Access.** GRANTOR shall allow GRANTEE unrestricted access to the Easement Area at all times to properly construct, install, operate, maintain, repair, replace, and/or modify its utilities. Any loss, damage, or destruction caused by GRANTEE to GRANTOR's property in accessing the Easement Area or in performing the aforementioned actions, whether or not such loss, damage or destruction was to GRANTOR's shallow-root grasses, low-growing shrubs, fences, sidewalks or driveways that are allowed in accordance with paragraph 2, shall be the responsibility of GRANTOR.

4. **Binding Effect, Run with the Land.** This Agreement shall run with the land as to all real property burdened and benefited, and shall inure to the benefit of GRANTOR, GRANTEE and their respective successors and assigns.

5. **Attorney Fees.** In the event legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and any appeal therefrom. The term "action" shall be deemed to include action commenced in the Bankruptcy Court of the United States and any other court of general or limited jurisdiction. The reference to "costs" includes, but is not limited to, deposition costs (discovery and otherwise), witness fees (expert and otherwise), out-of-pocket costs, title search and report expenses, survey costs, surety bonds and any other reasonable expenses.

6. **Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

7. **Integration.** This Agreement constitutes the entire, final and complete agreement of the parties pertaining to this utility easement, and supersedes and replaces all other written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Easement Area is concerned. Neither party shall be bound by any promises, representations or agreements except as are expressly set forth herein.

8. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of Oregon. The parties agree to venue in Multnomah County, state of Oregon.

9. **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions in this Agreement shall in no way affect the party's rights under the Agreement to enforce the provisions in this Agreement, nor shall any waiver by a party of the breach of the provisions in this Agreement be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

10. **Easement Area.**

See Exhibit A

Exhibit "A"Legal Description for 40 foot Sanitary Sewer Easement

Being in a portion of the Southeast One Quarter Section 26 Township 1 North, Range 3 East of the Willamette Meridian, City of Troutdale, Multnomah County Oregon, more particularly described as follows;

Beginning at the Northwest corner of Lot 30 of Sedona Park as recorded in Plat Book 1230, Page 34, Multnomah County auditor's records;

Thence North 01°30'32" East along the West line of Lot 29 of said Sedona Park for a distance of 18.69 feet;

Thence leavings said West line North 88°47'38" West for a distance of 299.96 feet;

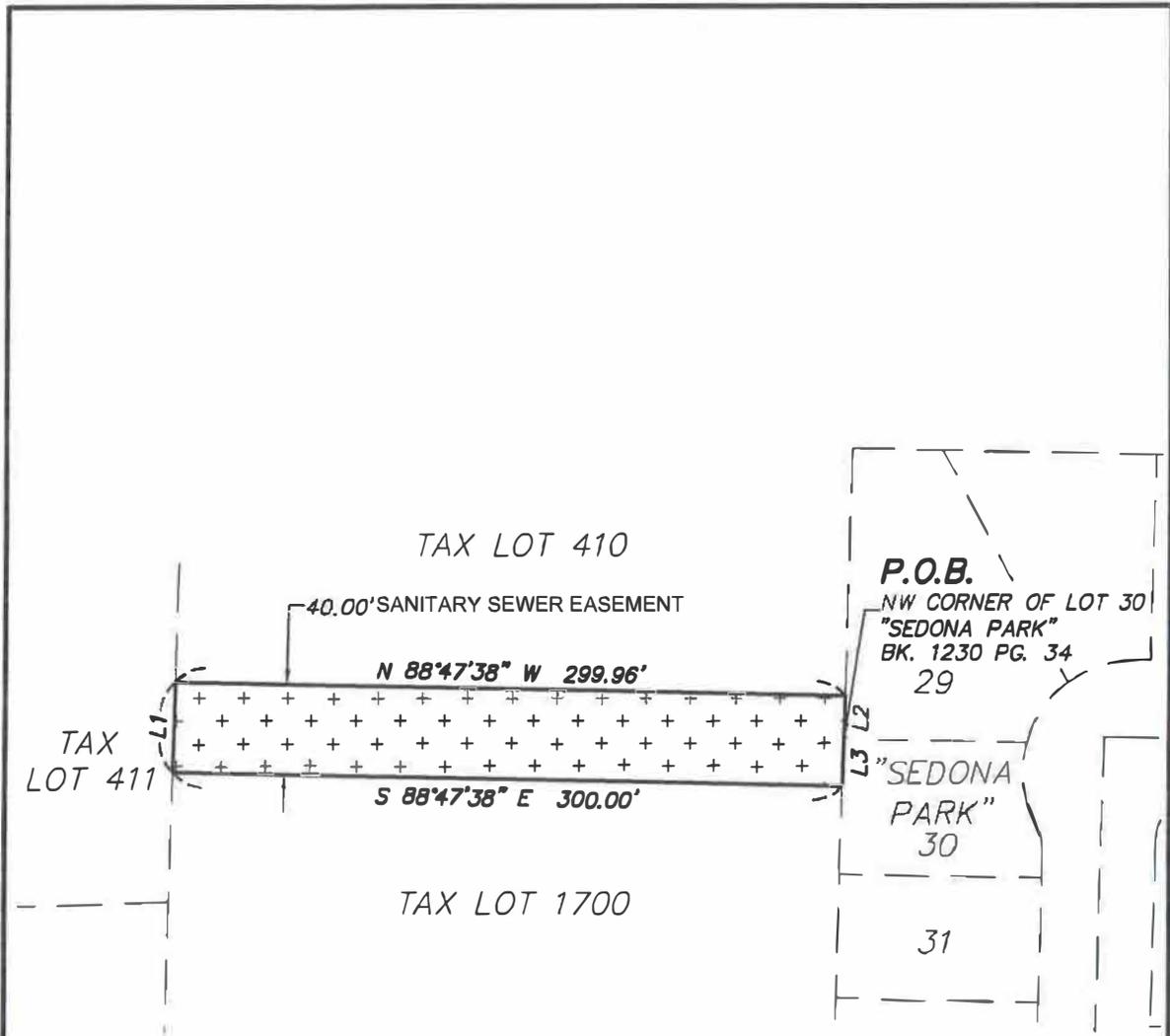
Thence South 01°34'11" West for a distance of 40.00 feet;

Thence South 88°47'38" East for a distance of 300.00 feet to the West line of Lot 30 of said Sedona Park;

Thence North 01°30'32" East along said West line for a distance of 21.31 feet to the **Point of Beginning**;

Containing 11,999 more or less square feet

Subject to and together with public roads and easements or restrictions of record.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 01°34'11" W	40.00'
L2	N 01°30'32" E	18.69'
L3	N 01°30'32" E	21.31'



604 W Evergreen Blvd,
Vancouver, WA 98660 | PH (360) 944-6519

PLS ENGINEERING

EXHIBIT 'A'

FOR SANITARY SEWER EASEMENT LOCATED
IN THE SW 1/4 OF THE SE 1/4 OF
SECTION 28
T. 1 N., R. 3 E.,
MULTNOMAH COUNTY, OREGON

SCALE: N.T.S.
JOB NO. 2768
DATE: 07-23-19
DWG FILE: 2768L1.dwg
DRAWN BY: NG

CERTIFICATE OF GRANTOR

I, Rachel Lopez Hopper, the authorized representative of the owner of the property described above, hereby certify that the foregoing easement is granted to the City of Troutdale.

20th day of November 2019

Dated this _____ day of October 2019.

Reynolds School District, an Oregon School District

By: Rachel Lopez Hopper

Print Name: RACHEL LOPEZ HOPPER

COO

Title

STATE OF OREGON)

) ss.

COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on November 20, 2019, by Rachel L. Hopper as COO of Reynolds School District.

Janet Lee Novak

Notary Public for Oregon

My commission expires: 4/16, 2021.



(seal)

CERTIFICATE OF GRANTEE

I, _____ Recorder of the City of Troutdale, hereby certify that the foregoing easement was accepted by the City Council of the City of Troutdale on the ____ day of _____, _____ by Resolution No. _____.

Dated this _____ day of _____, _____.

City Recorder

(seal)

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF OREGON)
) ss.
COUNT OF MULTNOMAH)

Personally appeared the above named City Recorder and acknowledged the foregoing instrument to be the voluntary act and deed of the CITY OF TROUTDALE.

BEFORE ME:



(seal)