

**RESOLUTION NO. 16-15**

**A RESOLUTION APPROVING AN EASEMENT ACROSS CITY PROPERTY FOR THE BENEFIT OF SPRINGLAKE COMMUNITY, INC.**

**WHEREAS**, the City of Scappoose ("Grantor") will grant a 10-ft wide non-exclusive storm easement across city owned property described as being a portion of Parcel 2 of Partition Plat 2006-11 and more particularly described in Fee No. 2010-007094, Columbia County deed records (the "Grantor Tract"). The easement being dedicated for the benefit of Springlake Community, Inc. ("Grantee") described as Parcel 2 of Partition Plat 2003-22, and more particularly described in Fee No. 2003-014656, Columbia County deed records (the "Grantee Tract").

**WHEREAS**, In connection with the development and maintenance of the Grantee Tract, Grantee has requested Grantor to establish an easement for the benefit of the Grantee Tract, and Grantor desires to grant such an easement to Grantee.

**WHEREAS**, The Easement will be used solely for the purposes of placement, maintenance and replacement, if needed, of an existing storm drain line located in the Easement Area.

**WHEREAS**, Grantee will have no obligation to maintain or repair the surface of the Easement Area, but must restore the Easement Area to its prior existing condition after conducting any activity in the Easement Area that causes any damage or disturbance. Grantee and any parties claiming by, through, or under Grantee will be deemed to have elected to use the Easement Area at their sole risk.


**WHEREAS**, Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.

**WHEREAS**, This Storm Easement will run with the land and be binding on, and inure to the benefit of, the owners of the Grantor Tract and the Grantee Tract and their respective heirs, successors, and assigns.

**NOW THEREFORE BE IT RESOLVED**, the Council of the City of Scappoose authorizes a Storm Easement across the City owned property described as being a portion of Parcel 2 of Partition Plat 2006-11 and more particularly described in Fee No. 2010-007094, Columbia County deed records for the benefit of the Springlake Community, described as Parcel 2 of Partition Plat 2003-22, and more particularly described in Fee No. 2003-014656, Columbia County deed records (the "Grantee Tract"), subject to the conditions and restrictions contained in the recitals above; and hereby authorizes City Manager Michael J. Sykes to sign an easement in substantially the same form as the one attached and incorporated as Exhibit A.

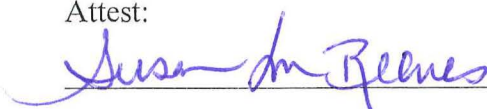
**PASSED AND ADOPTED** by the Scappoose City Council and signed by me, and the City Recorder in authentication of its passage this 1st day of August, 2016.

**CITY OF SCAPPOOSE, OREGON**

  
\_\_\_\_\_

Scott Burge, Mayor

Attest:

  
\_\_\_\_\_

Susan M Reeves, MMC, City Recorder

AFTER RECORDING RETURN TO:  
City of Scappoose  
33568 E. Columbia Ave.  
Scappoose, OR 97056

*This space provided for recorder's use.*

### STORM DRAIN EASEMENT

This Storm Drain Easement is executed by City of Scappoose ("Grantor") and Springlake Community, Inc. ("Grantee").

#### Recitals

Grantor owns fee title to a parcel of land situated in the SE 1/4 Section 13, T3N, R2W, W.M., Columbia County, Oregon, being a portion of Parcel 2, Partition Plat 2006-11, and more particularly described in Fee No. 2010-007094, Columbia County deed records (the "Grantor Tract"). Grantee owns fee title to an adjoining tract of land described as Parcel 2 of Partition Plat 2003-22, and more particularly described in Fee No. 2003-014656, Columbia County deed records (the "Grantee Tract"). In connection with the development and maintenance of the Grantee Tract, Grantee has requested Grantor to establish an easement for the benefit of the Grantee Tract, and Grantor desires to grant such an easement to Grantee.

#### Grant

Therefore, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

**1. Grant of Easement.** Grantor grants to Grantee, for the benefit of the Grantee Tract, a private, perpetual, nonexclusive easement (the "Easement") over, under, and across the strip of land situated on the area of Grantor Tract described and depicted in Exhibit A and B (the "Easement Area"). The Easement will be used solely for the purposes of placement, maintenance and replacement, if needed, of an existing storm drain line located in the Easement Area; the Easement may be used for such purposes only by Grantee, its successors in ownership of the Grantee Tract, and the tenants, invitees, agents, and employees of Grantee and such successors (collectively, the "Users"), such use to be in common with use of the Easement Area by the owner of the Grantor Tract and its tenants, invitees, agents, employees, successors, and assigns. No above-ground structures, barriers, fences, buildings, or other improvements of any kind will be installed in the Easement Area by Grantor or Grantee. Grantor reserves the right to

install utilities, cables, landscaping, signage, concrete and asphalt surfaces, and other improvements in the Easement Area from time to time, together with the right to grant to third parties any of such reserved rights, as long as such use does not unreasonably interfere with Grantee's permitted uses of the Easement. The grant of the Easement is made subject to all exceptions to title on file or of record in the Official Records of Columbia County, Oregon.

**2. Nature of Easement.** The Easement granted herein will be appurtenant to, and for the benefit of, the Grantee Tract. Any conveyance of fee title to the Grantee Tract (or any portion that is a legal lot within the Grantee Tract) will include a conveyance of the Easement, regardless of whether the Easement is specifically identified in the instrument of conveyance.

**3. Maintenance; Restoration.** Grantee will have no obligation to maintain or repair the surface of the Easement Area, but must restore the Easement Area to its prior existing condition after conducting any activity in the Easement Area that causes any damage or disturbance. Grantee and any parties claiming by, through, or under Grantee will be deemed to have elected to use the Easement Area at their sole risk.

**4. No Dedication.** Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.

**5. Indemnification; Hold Harmless.** Within the limits of the Oregon Tort Claims Act, Grantee shall hold harmless, indemnify, and defend Grantor, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not trial or appeal ever takes place) that may be asserted by any third person or entity arising from, during, or in connection with Grantee's activities under this Easement. Grantor shall not be considered a party to any contract made by Grantee which concerns or relates to the Easement. Grantee will promptly reimburse Grantor for any and all reasonable and necessary expenses incurred by the Grantor in defending any such claim or claims. Nothing in this section shall be construed to mean that the Grantee will indemnify and defend the Grantor for any claim caused by or incidental to any neglect, carelessness or breach of duty on the part of the Grantor. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the indemnification.

**6. Attorney Fees.** In the event of any litigation or other proceeding brought to enforce or interpret this Storm Easement, each party in such proceedings will be solely responsible for their own attorney fees and other costs incurred in the proceedings or any appeal therefrom.

**7. Successors.** This Storm Easement will run with the land and be binding on, and inure to the benefit of, the owners of the Grantor Tract and the Grantee Tract and their respective heirs, successors, and assigns.

**8. Relocation.** The owners of the Grantor Tract and the Grantee Tract can relocate the Easement Area to another specified area only by mutual written agreement.

9. **Amendment.** This Storm Easement may only be amended by written instrument executed by the then current owners of the Grantor and Grantee Tracts.

10. **No Partnership.** None of the terms or provisions of this Storm Easement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Storm Easement, is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantor or Grantee Tract.

11. **Consents.** Whenever the consent or approval of a party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.

12. **Notices.** Any notice required or permitted by this Storm Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the Grantor or Grantee Tract, as applicable, as shown on the current records of the tax assessor for Columbia County, Oregon, with respect to the Tract in question.

13. **Recording.** This Storm Easement may be recorded in the real property records of Columbia County, Oregon. The party submitting the Storm Easement for recording will pay the recording fee.

Executed to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

GRANTOR:

GRANTEE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibits:

- A Easement Description
- B Easement Exhibit

STATE OF OREGON )

) ss.

County of Columbia )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of Springlake Community, Inc., a corporation, on behalf of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
  ) ss.  
County of Columbia )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016,  
by \_\_\_\_\_ as \_\_\_\_\_ of The City of Scappoose on behalf  
of the City.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

DRAFT

EXHIBIT A

Springlake Community, Inc.  
Storm Drainage Easement  
February 24, 2016  
Project No. 2492-001

PROPERTY DESCRIPTION

A strip of land ten (10') feet wide; being a portion of Parcel 2, Partition Plat 2006-11, as recorded in the Columbia County Records, situated in the SE 1/4 of Section 13, Township 3 North, Range 2 West, Willamette Meridian, City of Scappoose, Columbia County, Oregon; and being more particularly described as that ten (10') foot wide strip of land laying five (5') feet on each side of the centerline described as follows:

Beginning at a point on the South line of said Parcel 2; which bears South 86°16'35" East 368.17 feet, from the Southwest corner thereof;  
thence North 24°05'16" West 199.38 feet; to an angle point  
thence North 11°13'43" West 147.36 feet; to an angle point;  
thence North 05°37'08" East 18.23 feet to the North Line of said Parcel 2, at a point which bears South 86°25'30" West 22.90 feet from the Northeast corner of said Parcel 2, said point being the terminus of this centerline description.

The sidelines of said strip being lengthened or shortened to end at their respective property lines.

Containing 3,650 square feet, more or less.

Bearings are based on Partition Plat 2006-11, Columbia County Records.

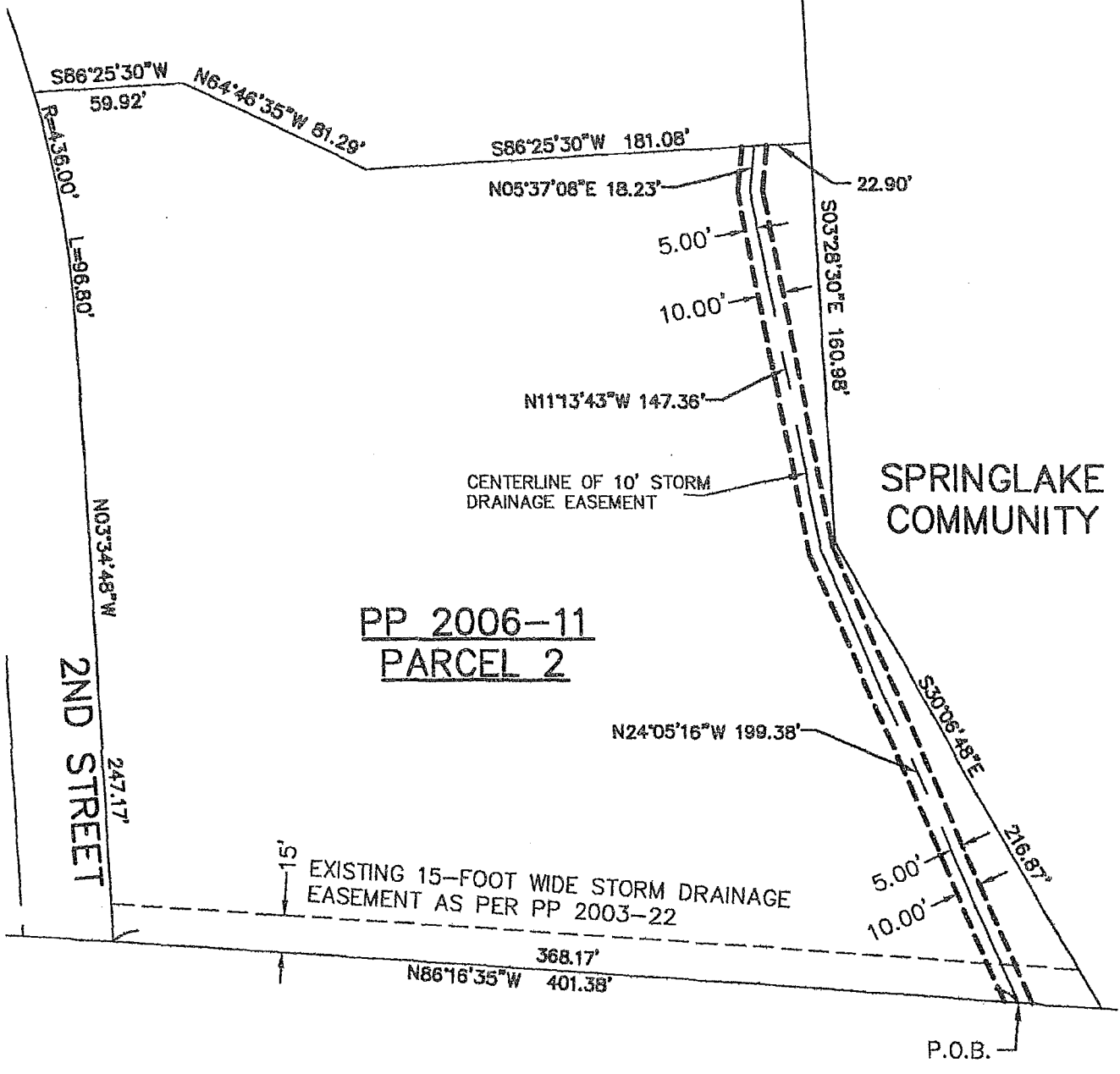
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 25, 1990  
GARY R. ANDERSON  
2434

RENEWS: 12/31/17



0 30' 60'  
SCALE: 1"=60'



Drawing Name: J:\2492-001.14\Survey\CAD\DWG\2492-001 Parcel 2 Storm Exhibit.dwg Jun 15, 2016 - 3:36pm - gra

# EXHIBIT B

PAGE 1 OF 1

LOCATED IN THE SE 1/4 OF SECTION 13  
TOWNSHIP 3 NORTH, RANGE 2 WEST, W.M.  
COLUMBIA COUNTY, OREGON

DATE	2-24-2016
DRAWN BY	EJJ
CHECKED BY	GRA
REVISION	6/15/16
JOB NO.	2492-001

**WESTLAKE**  
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER  
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652  
TIGARD, OREGON 97224 FAX (503) 624-0157