



CLARK COUNTY
STAFF REPORT

DEPARTMENT/DIVISION: Public Works/Engineering & Construction Division/Real Property Services

DATE: June 10, 2014

REQUEST: Approve and execute a Pump Station Easement to Clark Regional Wastewater District. Tax Parcel Number 181677-142.

CHECK ONE: X Consent Chief Administrative Officer

BACKGROUND: In 2008 the developers of Renaissance Vista Subdivision dedicated Tract "B" to the County for a stormwater facility and within this tract are two (2) easements to Clark Regional Wastewater District. The District plans to build a pump station in this location this summer. The District is requesting this new easement as the existing easements are not large enough to accommodate the new pump station. The easement and site plan have been reviewed by the Department of Environmental Services staff.

COMMUNITY OUTREACH: The District has mailed notices to the property owners in the Renaissance Vista Subdivisions and Vista Terrace Condominiums.

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 181677-142.

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

Tom Grange
Tom Grange, P.E.
Engineering & Construction Division Manager

APPROVED: Tom Mulke
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

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

June 10, 2014
SR 119-14

TG/HHH/PM/pmm
Attachments: Easement, Resolution, Maps

OK
mg
N

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: A sanitary sewer easement located in Tract "B" of "Renaissance Vista" as recorded in Book 311 of Plats, at Page 572, Clark County, Washington Auditors Records

[Complete legal description of easement on Exhibit B]

Assessor's Property Tax
Parcel/Account Number(s): 181677-142

Reference Number(s) of
Documents Assigned
or Released: N/A

PW 14-19

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 legally described on **Exhibit B**, attached hereto and incorporated herein ("Easement Area") and shown on the map attached as **Exhibit C**.

3. Purpose. The Easement is for the purpose of constructing, installing, operating, maintaining, removing, repairing, replacing and using sewer facilities, including gravity trunks and force mains, 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 Easement, 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 or 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 Easement and the rights and obligations under this Easement 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 Easement.

11. Entire Easement; 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.

15. Retaining Wall and Landscaping. In conjunction with the construction of the initial Facilities, and in consideration of the granting of this Easement, Grantee shall construct a retaining wall in accordance with specifications provided by Grantee to Grantor before commencement of construction and in the location shown on Exhibit C. The retaining wall shall be constructed of keystone block with drainage rock and tiebacks and shall be approximately 105 feet long by 6.5 feet high. Grantee shall be responsible for maintenance, repair and replacement of the retaining wall. Grantee shall also be responsible for maintenance, repair and replacement of screening landscaping associated with Grantee's pump station.

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

REBECCA L. TILTON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 26, 2017

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Renaissance Vista PH 1 TTB NW ¼ Section 13, T3N, R1E, WM

Tract "B" of Renaissance Vista" as recorded in Book 311 of Plats at Page 572, Clark County,
Washington Auditors Records.

EXHIBIT B

LEGAL DESCRIPTION OF SEWER EASEMENT

NEW PERMANENT SANITARY SEWER EASEMENT 1

A sanitary sewer easement located in Tract "B" of "Renaissance Vista" as recorded in Book 311 of Plats, at Page 572, Clark County, Washington Auditors Records, described as follows:

COMMENCING at the Southeast corner of Lot 11 of said "Renaissance Vista"
Thence South 01°11'07" West, along the East line of said Lot 11, for a distance of 19.18 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said East line, North 68°41'01" East, for a distance of 64.62 feet;

Thence North 34°51'55" East, for a distance of 35.45 feet;

Thence North 62°07'56" East, for a distance of 29.88 feet;

Thence North 51°37'23" East, for a distance of 22.30 feet;

Thence North 39°10'25" West, for a distance of 21.24 feet;

Thence North 50°49'35" East, for a distance of 47.54 feet;

Thence North 30°47'06" West, for a distance of 38.30 feet;

Thence North 59°01'18" East, for a distance of 11.86 feet to an existing sanitary sewer easement as recorded under Clark County, Washington Auditors File Number 4609415 SEWEAS;

Thence along said sanitary sewer easement the following courses and distances:

Thence South 30°58'42" East, for a distance of 74.59 feet;

Thence South 10°54'51" West, for a distance of 27.85 feet;

Thence North 88°24'09" West, for a distance of 21.55 feet;

Thence South 69°35'51" West, for a distance of 48.83 feet;

Thence South 47°35'51" West, for a distance of 57.59 feet;

Thence South 72°35'13" West, for a distance of 64.60 feet to the **TRUE POINT OF BEGINNING**;

CONTAINING: 3881 square feet of land, more or less.

BASIS OF BEARING: NAD83_2011 (EPOCH: 2010.0000), Washington State Plane
Coordinate System, South Zone, US-Feet.

Convergence Angle: -01°33'13"

Combined Scale Factor: 1.0000128727

EXHIBIT C

MAP OF SEWER EASEMENT AREA

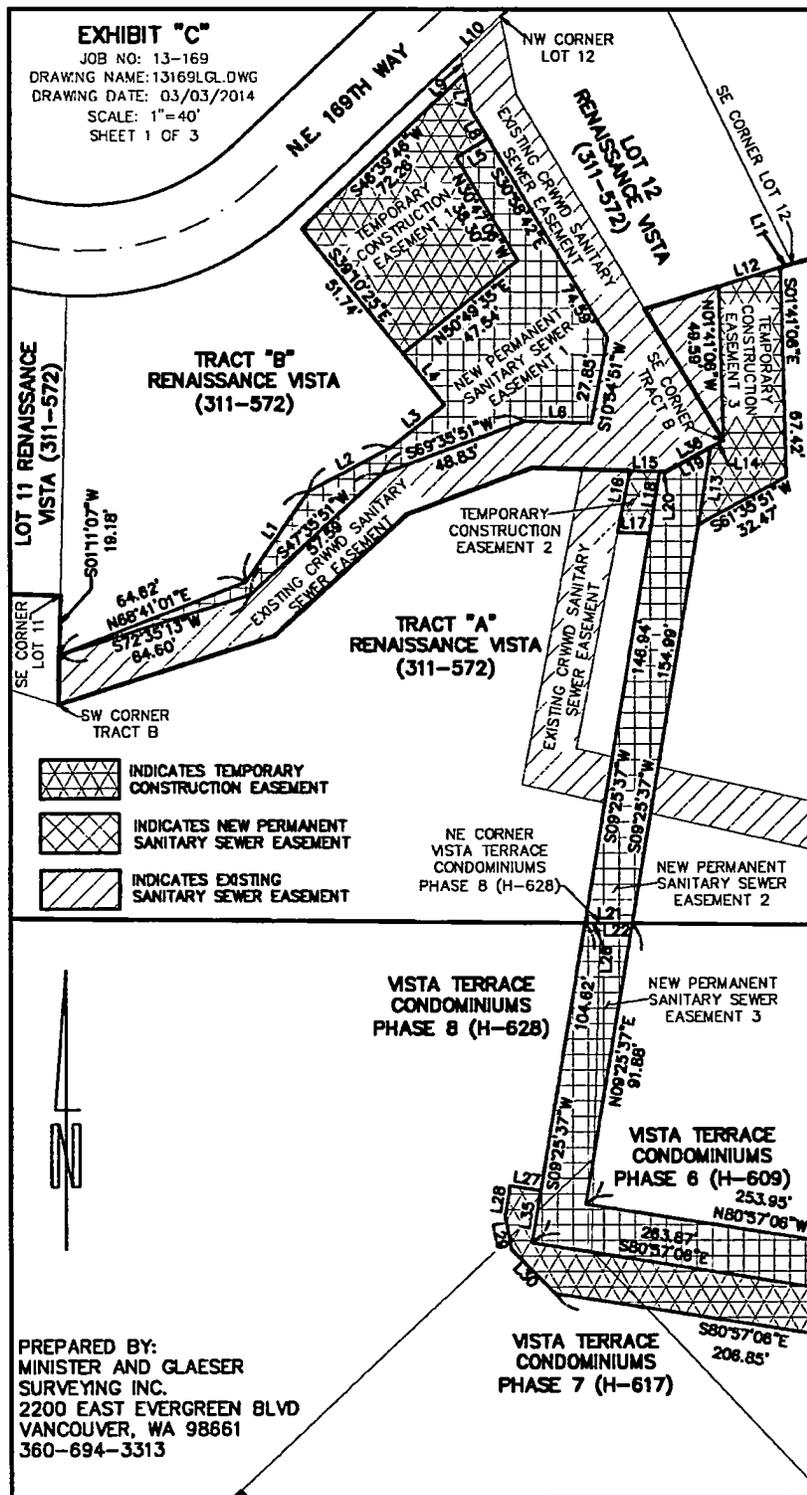


EXHIBIT "C"

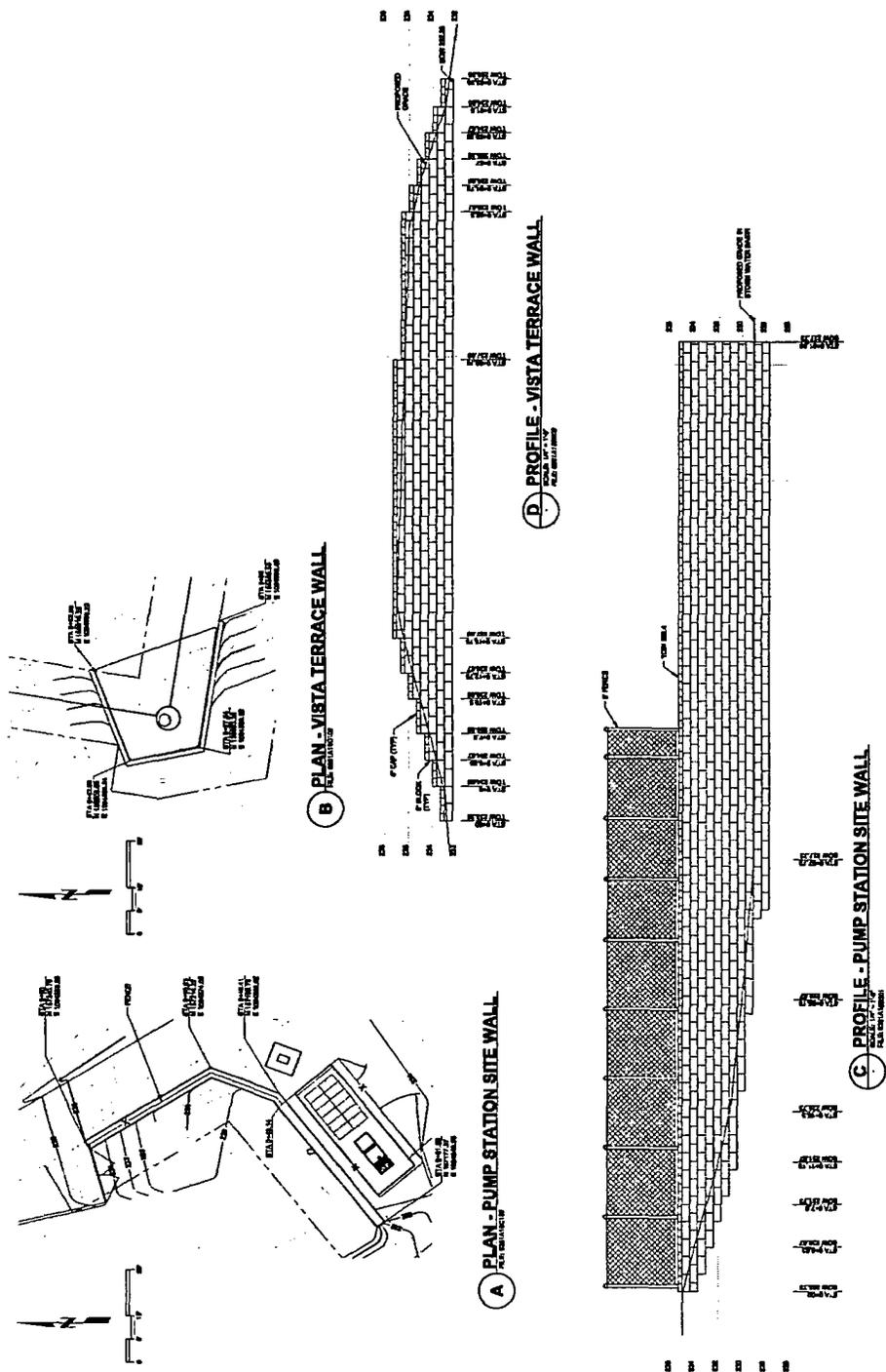
JOB NO: 13-169
DRAWING NAME: 13169LGL.DWG
DRAWING DATE: 03/03/2014
SCALE: NTS
SHEET 3 OF 3

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.45	N34°51'55"E
L2	29.88	N62°07'56"E
L3	22.30	S51°37'23"W
L4	21.24	N39°10'25"W
L5	11.88	N59°01'18"E
L6	21.55	N88°24'09"W
L7	12.44	N11°24'09"W
L8	9.88	N30°58'42"W
L9	6.48	S11°24'09"E
L10	17.68	S46°38'46"W
L11	4.06	N72°54'28"E
L12	20.73	N72°54'28"E
L13	25.31	N09°25'37"E
L14	4.63	N81°35'51"E
L15	9.84	N88°24'09"W
L16	20.27	S10°54'51"W
L17	10.17	S88°24'09"E
L18	20.19	N09°25'37"E
L19	16.54	N81°35'51"E
L20	1.95	N88°24'09"W
L21	15.18	S89°30'46"E
L22	10.34	N89°30'46"W
L23	47.37	N56°49'30"W
L24	15.00	N33°10'30"E
L25	49.20	S56°49'30"E
L26	4.85	N89°30'46"W
L27	10.00	N80°57'06"W
L28	10.00	S09°25'37"W
L29	10.91	S10°57'06"E
L30	19.98	S44°52'10"E
L31	15.00	N33°10'30"E
L32	16.65	N56°49'30"W
L33	30.72	N56°49'30"W
L34	5.00	N47°08'57"E
L35	17.00	N09°25'37"E
L36	21.17	S81°35'51"W

PREPARED BY:
MINISTER AND GLAESER
SURVEYING INC.
2200 EAST EVERGREEN BLVD
VANCOUVER, WA 98661
360-694-3313

EXHIBIT C

NEW PERMANENT SANITARY SEWER EASEMENT 1 PUMP STATION RETAINING WALL



CLARK COUNTY, WASHINGTON
RESOLUTION NO. 2014-06-11

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:



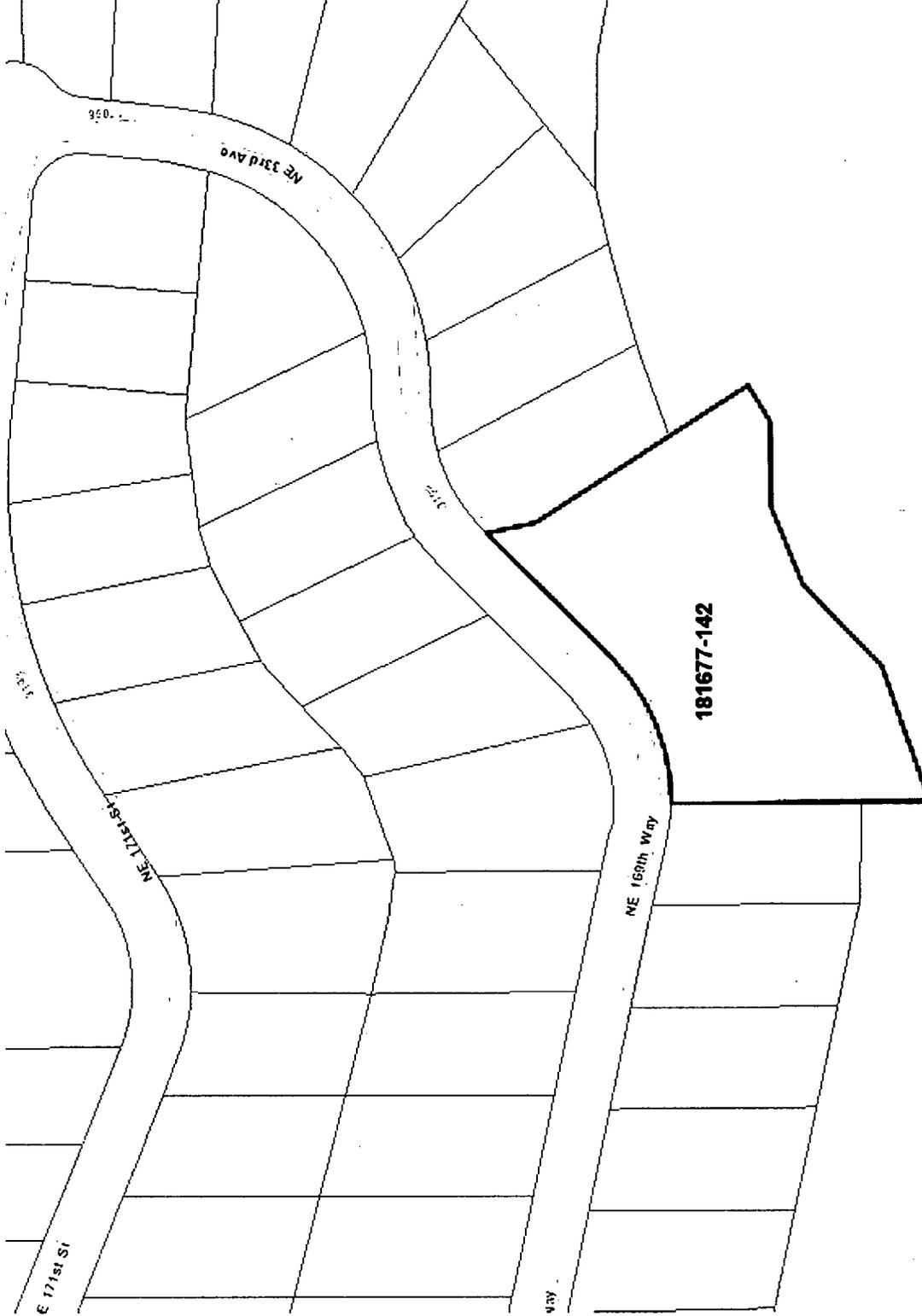
Clerk of the Board

David Madore, Commissioner

Vacant Position, Commissioner



181677-142 Pump Station Easement



181677-142

Legend

- Building Footprints
- Taxlots
- World Street Map



Notes:



1: 964

160.7 Feet

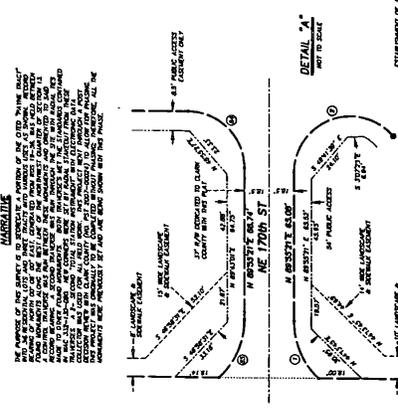
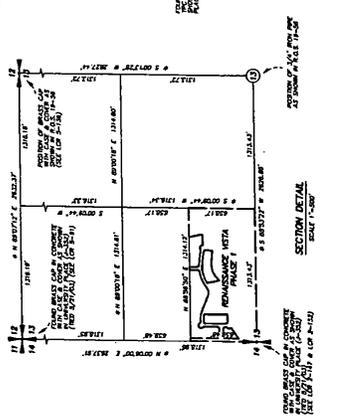
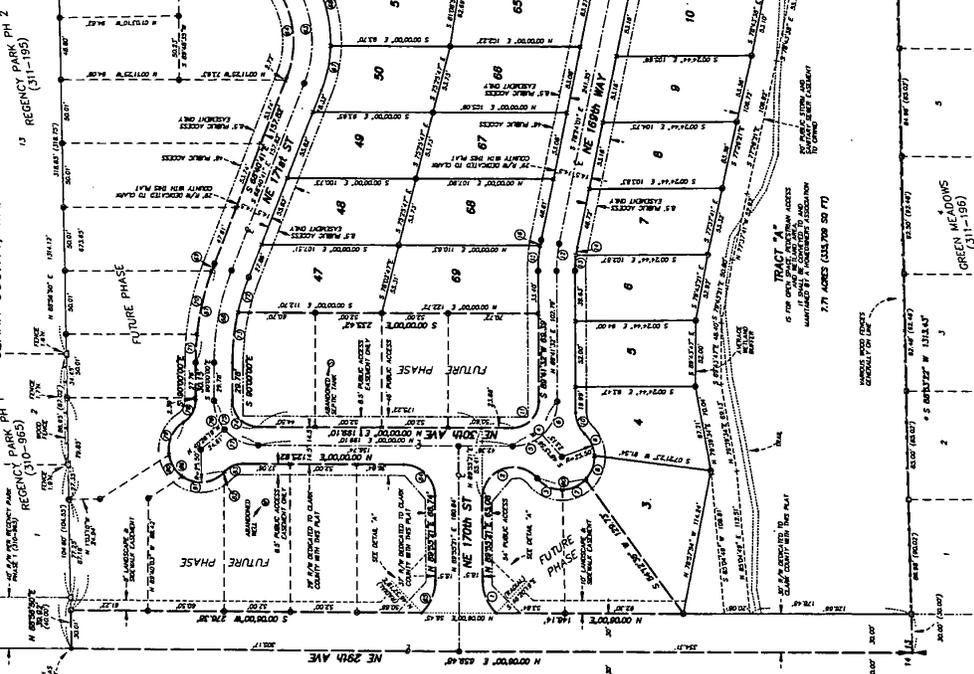


160.7
 0 80.35 160.7 Feet
 WGS_1984_Web_Mercator_Auxiliary_Sphere
 Clark County, WA. GIS - <http://gis.clark.wa.gov>

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.

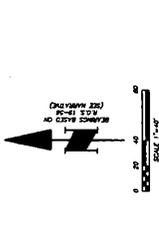
RENAISSANCE VISTA

PAGE 1 OF 2
PHASE 1
PRELIMINARILY APPROVED AS PAYNE P.U.D.
A SUBDIVISION IN THE SW 1/4 NW 1/4
OF SECTION 13, T3N, R1E, W4M,
CLARK COUNTY, WA.



- ### NOTES
- 1) ALL LOT LINES, EASEMENTS AND DIMENSIONS ARE SHOWN AS APPROXIMATE. THE DEVELOPER, CONTRACTOR AND OWNER SHALL VERIFY ALL DIMENSIONS AND EASEMENTS PRIOR TO CONSTRUCTION.
 - 2) ALL DIMENSIONS ARE IN FEET AND INCHES.
 - 3) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
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SEE PAGE 2 FOR CONTINUATION



DEPARTMENT OF COMMUNITY DEVELOPMENT
APPROVED BY: *[Signature]*
DATE: 11/15/19

COUNTY DEPARTMENT OF PUBLIC WORKS
APPROVED BY: *[Signature]*
DATE: 11/15/19

COUNTY AUDITOR
APPROVED BY: *[Signature]*
DATE: 11/15/19

COUNTY COMMISSIONER
APPROVED BY: *[Signature]*
DATE: 11/15/19

CLARK COUNTY HEALTH DEPARTMENT
APPROVED BY: *[Signature]*
DATE: 11/15/19

LAND SURVEYOR'S CERTIFICATE
I, *[Signature]*, a duly licensed land surveyor, do hereby certify that the above is a true and correct copy of the original survey as shown on the attached plat and as shown on the original survey as shown on the attached plat.

- ### LEGEND
- 1. LOT LINES
 - 2. EASEMENTS
 - 3. SETBACKS
 - 4. PUBLIC ACCESS
 - 5. FUTURE PHASE
 - 6. TRACT A

LOT	AREA (SQ FT)	AREA (AC)
1	10,000	0.23
2	10,000	0.23
3	10,000	0.23
4	10,000	0.23
5	10,000	0.23
6	10,000	0.23
7	10,000	0.23
8	10,000	0.23
9	10,000	0.23
10	10,000	0.23

LOT	AREA (SQ FT)	AREA (AC)
11	10,000	0.23
12	10,000	0.23
13	10,000	0.23
14	10,000	0.23
15	10,000	0.23
16	10,000	0.23
17	10,000	0.23
18	10,000	0.23
19	10,000	0.23
20	10,000	0.23

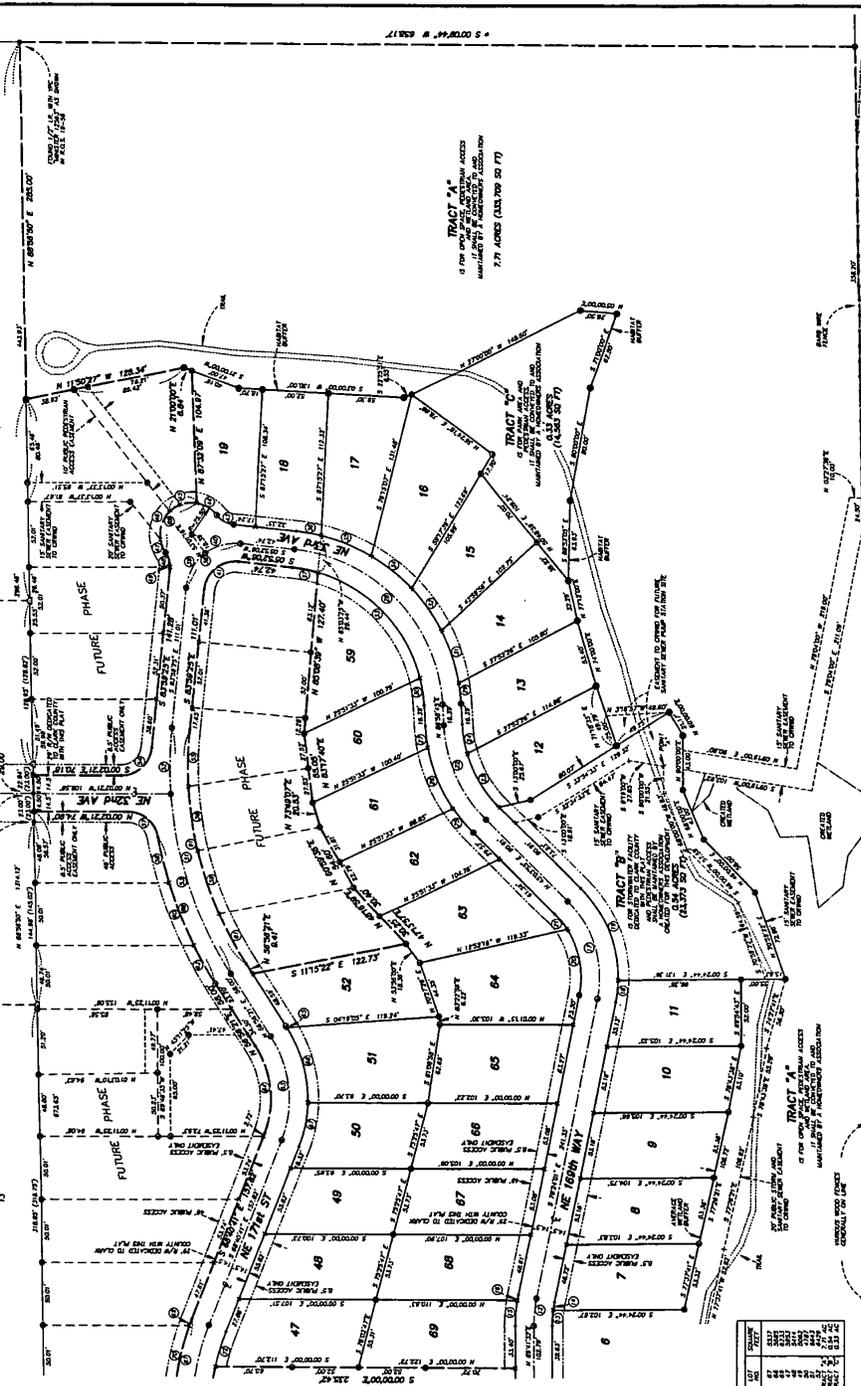
LOT	AREA (SQ FT)	AREA (AC)
21	10,000	0.23
22	10,000	0.23
23	10,000	0.23
24	10,000	0.23
25	10,000	0.23
26	10,000	0.23
27	10,000	0.23
28	10,000	0.23
29	10,000	0.23
30	10,000	0.23

LOT	AREA (SQ FT)	AREA (AC)
31	10,000	0.23
32	10,000	0.23
33	10,000	0.23
34	10,000	0.23
35	10,000	0.23
36	10,000	0.23
37	10,000	0.23
38	10,000	0.23
39	10,000	0.23
40	10,000	0.23

LOT	AREA (SQ FT)	AREA (AC)
41	10,000	0.23
42	10,000	0.23
43	10,000	0.23
44	10,000	0.23
45	10,000	0.23
46	10,000	0.23
47	10,000	0.23
48	10,000	0.23
49	10,000	0.23
50	10,000	0.23

RENAISSANCE VISTA PHASE 1

PAGE 2 OF 2
PRELIMINARILY APPROVED AS PAYNE P.U.D.
A SUBDIVISION IN THE SW 1/4 NW 1/4
OF SECTION 13, T3N, R1E, W1M,
CLARK COUNTY, WA.



SEE PAGE 1 FOR CONTINUATION

- 1. LOT AREA
- 2. LOT PERCENTAGE
- 3. LOT AREA
- 4. LOT PERCENTAGE
- 5. LOT AREA
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- 70. LOT PERCENTAGE
- 71. LOT AREA
- 72. LOT PERCENTAGE

HAGEDORN, INC.
1924 Broadway Vancouver, No. 90583
PH. (604) 280-4428 FAX (604) 280-0778
V.P. - MARY HAGEDORN
S.V.P. - MARY HAGEDORN
REG. 06-13-1988
EXPIRES 06-13-2008



VISTA TERRACE CONDO PHASE 6 (H-609)

VISTA TERRACE CONDO PHASE 8 (H-628)

GREEN MEADOWS (311-196)

2012

BK 311 P 572

