

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying an Easement to the Columbia  
River People's Utility District for the Use of a Portion of  
Certain County-Owned Real Property Identified as Tax  
Map ID No. 4N2W-100-3500

ORDER NO. 64-2019

WHEREAS, ORS 271.310 authorizes Columbia County to convey an easement to any utility district to construct, maintain and operate its electric service lines, fixtures and other facilities whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered; and

WHEREAS, Columbia County owns certain real property at the intersection of Sykes Road and Kappler Road near St. Helens, Oregon, identified as Tax Map ID No. 4N2W-100-3500, and more particularly described in Attachment 1, attached hereto and incorporated herein by this reference; and

WHEREAS, the Columbia River People's Utility District has requested a 10-foot wide utility easement on the above-described property to construct and maintain an electric service line; and

WHEREAS, the easement agreement is attached hereto as Attachment 2 and incorporated herein by this reference, and includes a description and depiction of the easement area; and

WHEREAS, the Board finds that the utility easement is in the public interest because it will improve electric service to the area;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS, as follows:

1. The County shall convey the utility easement, as set forth in Attachment 2.
2. The Columbia River People's Utility District shall record the easement in the office of the Columbia County Clerk with costs.

DATED this 24<sup>th</sup> day of July, 2019.

Approved as to form

By:   
Office of County Counsel

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By:   
Henry Heimuller, Chair

By:   
Margaret Magruder, Commissioner

By:   
Alex Tardif, Commissioner

## ATTACHMENT 1

Tax Account No. 92-08-4201-000-03500, which is more particularly described in a deed recorded on April 20, 1988 in Instrument No. F88-1768, Deed Records, conveying property to Dennis M. Olson and Patricia J. Olson, husband and wife, as to an undivided one-half interest; and Douglas A. Wilson and Leslie C. Wilson, husband and wife, as to an undivided one-half interest, as tenants in common, with further exceptions as follows:

Also EXCEPTING that portion conveyed to Michael Charles and Mary Ann Peterson by deed recorded November 10, 1988 in Instrument No. F88-5829, Deed Records.

Also EXCEPTING that portion conveyed to Dennis M. and Patricia J. Olson by deed recorded January 24, 1989, in Instrument No. F89-0378, Deed Records.

Also EXCEPTING that portion conveyed to Douglas A. and Leslie C. Wilson by deed recorded January 24, 1989, in Instrument No. F89-0379, Deed Records.

## ATTACHMENT 2

### GRANTOR'S NAME AND ADDRESS:

Board of County Commissioners  
for Columbia County, Oregon  
230 Strand, Room 331  
St. Helens, OR 97051

### AFTER RECORDING, RETURN TO GRANTEE:

Columbia River People's Utility District  
P.O. Box 1193  
St. Helens, OR 97051

### UTILITY EASEMENT AGREEMENT

GRANTOR, Columbia County, a political subdivision of the State of Oregon, for good and valuable consideration, does hereby grant unto GRANTEE, Columbia River People's Utility District, a People's Utility District organized under ORS Chapter 261, and to its successors and assigns, a perpetual easement to enter upon and to construct, reconstruct, replace, rephase, extend, uncover, repair, operate, and maintain an electrical power line(s) and system over, through, under, and upon the following described property in Columbia County, hereinafter referred to as the "Easement" or "Easement Area":

SEE EXHIBITS A and B attached hereto and incorporated herein by this reference.

GRANTOR also grants unto GRANTEE a temporary easement for a period of six (6) months from and after the date this agreement is executed, over, through, under, and upon that property that is six (6) feet on either side of the Easement Area described herein, for purposes of access to said Easement Area and construction and installation of the electrical power line(s) and system.

### TERMS, CONDITIONS, AND COVENANTS

1. Subject to the terms and conditions herein, GRANTEE shall have the right: (1) to cut, trim, and control the growth of trees and shrubbery to the extent necessary, in the GRANTEE's determination, to keep them clear of said line(s) or system; (2) to cut down, trim, or control from time to time the growth of all dead, weak, leaning, or dangerous trees that, in the GRANTEE's determination, could fall and strike the wires of said electric line(s) or system or personnel working on said line(s) or system; (3) of access to and from the within-described the Easement Area over, upon, and across abutting property owned by GRANTOR; and (4) license, permit, or otherwise agree to the joint use and occupancy of said line(s) or system by any other person, association or corporation, for electrification, communication, telephone, cable TV, or other lawful purpose.
2. GRANTOR shall have the right to the use and enjoyment of the Easement Area for all purposes not inconsistent with the rights granted by this Easement. GRANTOR reserves the right of ingress and egress for the use and enjoyment of the Easement Area.
3. GRANTEE shall also obtain prior written approval from GRANTOR prior to cutting, trimming, destroying, or removing any vegetation. However, trimming and removal necessary to keep vegetation clear from the electric transmission/distribution lines or systems shall be allowed.

4. The Easement Area shall remain open to the public unless restricted or closed to public entry by GRANTOR. Should GRANTEE require the Easement Area to be closed to the public, GRANTEE shall obtain GRANTOR's written approval prior to any closure.
5. All poles, wires, and other facilities installed on the above-described lands at GRANTEE's expense shall remain the property of the GRANTEE upon termination of service to, through or on said lands.
6. GRANTEE shall provide reasonable notice to GRANTOR prior to installation, repair, maintenance, or removal activities on the Easement Area. Upon completion of such activities, GRANTEE shall at its sole cost and expense restore the surface of the Easement Area to as good as or better condition than prior to any work in the Easement Area.
7. GRANTEE shall release indemnify, defend, and hold harmless GRANTOR, its officers, agents, and employees, successors and assigns, from and against all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorneys fees, that GRANTOR, its officers, agents, or employees, successors and assigns may sustain or incur on account of the errors or omissions, or other negligent, reckless, or intentionally wrongful acts of GRANTEE, its agents, employees, or contractors arising out of the use of the Easement Area.
8. This Agreement shall be interpreted, construed, and enforced in accordance with the law of the State of Oregon with venue for any action being in the Circuit Court for Columbia County in St. Helens, Oregon.
9. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitute the entire and exclusive agreement between GRANTEE and GRANTOR relative to the Easement. This Easement Agreement may be altered and/or revoked only by an instrument in writing signed by both GRANTEE and GRANTOR. GRANTEE and GRANTOR hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement Agreement are superseded by this instrument.
10. GRANTOR covenants that it will not erect or maintain any structure or improvement in the Easement Area which could, in the estimation of GRANTEE, interfere with the operation or maintenance of said line(s) or system, that GRANTOR is the owner of the above-described lands and has authority to grant this easement.

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11. The rights, conditions and provisions of this Easement Agreement shall run with the land, inure to the benefit of GRANTEE, and be binding on GRANTOR and GRANTEE and their successors and assigns.

IN WITNESS THEREOF, we have signed this document this \_\_\_ day of \_\_\_\_\_, 2019.

Approved as to form

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Henry Heimuller, Chair

STATE OF OREGON     )  
                                  ) ss.  
County of Columbia    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Henry Heimuller, Chair of the Board of County Commissioners for Columbia County, a political subdivision of the State of Oregon.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

ACCEPTED:

COLUMBIA RIVER PUD

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

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

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

Date: \_\_\_\_\_, 2019



**KLS Surveying Inc.**  
1224 Alder Street  
Vernonia, OR 97064

Phone: (503) 429-6115  
Fax: (866) 297-1402  
Email: [dwallace\\_kls@msn.com](mailto:dwallace_kls@msn.com)

## Exhibit A

### 10' Wide Easement

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A 10 foot wide strip of land in the Southeast quarter of Section 1, Township 4 North, Range 2 West of the Willamette Meridian, Columbia County, Oregon lying 5.00 feet on either side of the following described centerline:

- Beginning at a point that lies South  $27^{\circ}17'06''$  West 1596.06 feet from the Northeast corner of the Southeast quarter of said Section 1 said point also lying North  $82^{\circ}47'52''$  West 675.45 feet from the intersection of the East line of the Southwest quarter of Section 1 and the South right of way line of Sykes Road;
- thence North  $57^{\circ}11'52''$  West 430.52 feet;
- thence North  $60^{\circ}06'56''$  West 100.54 feet

Excluding therefrom that portion lying within Sykes County Road No. P-214 and Kappler Road No. 158.

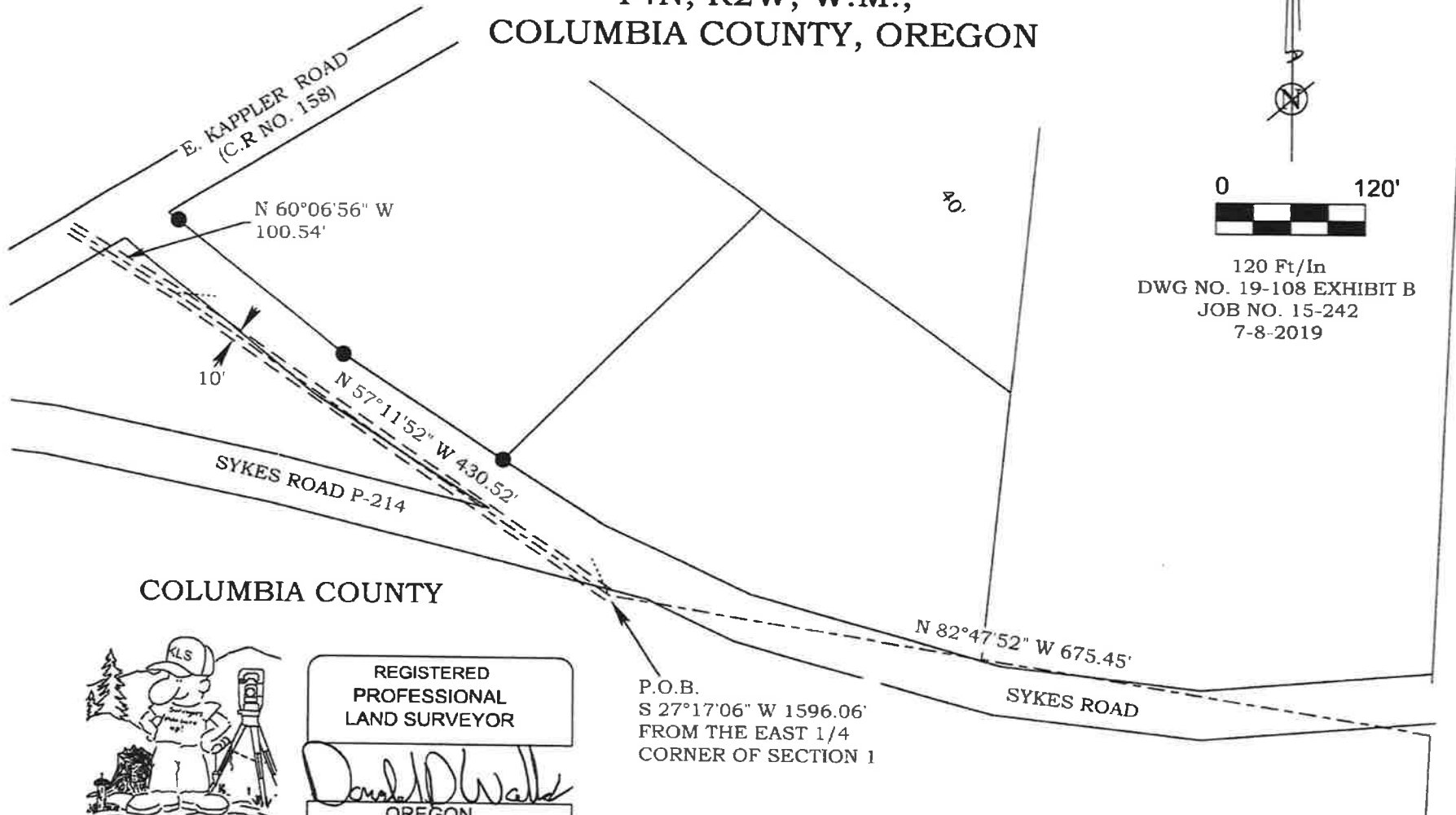
The bearings are geodetic based on GPS observations taken at a point with Latitude of  $45^{\circ}50'58.5''$  North, and a Longitude of  $122^{\circ}52'32.2''$  West. The convergence angle (From Oregon State Plane Coordinate System North Zone) at said point is  $-01^{\circ}41'05''$ .

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 19, 1993  
DONALD D WALLACE, JR  
2601

RENEWS 6/30/20

**EXHIBIT B  
FOR THE COLUMBIA RIVER PUD  
IN THE SE 1/4 OF SECTION 1,  
T4N, R2W, W.M.,  
COLUMBIA COUNTY, OREGON**



0 120'  
120 Ft/In  
DWG NO. 19-108 EXHIBIT B  
JOB NO. 15-242  
7-8-2019

**COLUMBIA COUNTY**



**K.L.S. SURVEYING INC.**  
1224 ALDER STREET  
VERNONIA, OREGON 97064  
(503) 429-6115

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Donald D Wallace*

OREGON  
JANUARY 19, 1993  
DONALD D WALLACE, JR  
2601

RENEWS 6/30/20

P.O.B.  
S 27°17'06" W 1596.06'  
FROM THE EAST 1/4  
CORNER OF SECTION 1