TO: City Council  
FROM: Ben Shumaker  
DATE: January 16th, 2014  
SUBJECT: Bridging Byways Trail Easement-Skamania Lodge

Introduction
This memo summarizes easement negotiations between the City and Terrapins Owners LLC for an easement over their property to accommodate the Bridging Byways Trail project and asks the City to 1) declare an existing easement reserved in 1996 surplus property, 2) authorize the Mayor to sign the quit claim deed returning the property to the underlying owner, and 3) authorize the Mayor to sign the easement dedication for the new easement from Terrapins Owners LLC.

Background
As part of the original development of Skamania Lodge, the City vacated the portion of Mallicott Road’s 60’ right-of-way across the Skamania Lodge parcel, but reserved an easement for “public utilities and for a public pedestrian and bicycle path” within the old right-of-way.

Whereas the old right-of-way contained many curves, the proposed location for the new trail uses a straighter alignment to the south of the older easement.

As part of the negotiations with the property owner, City staff has proposed to relinquish the unused portion of the previous easement and other considerations contained within the draft easement dedication. The property owner has agreed to donate the new easement to the City in exchange for these considerations.

Staff Recommendation
Staff recommends that the Council 1) adopt of the draft surplus resolution, 2) authorize the mayor to sign the quit claim deed transferring the property back to the underlying property owner, and 3) authorize the mayor to sign the new easement dedication.

Effect
With this easement in place, staff will contact WSDOT to initiate “Right-of-Way Certification”, which will be the final step prior to advertizing for construction bids for the trail project.

Prepared by:

Ben Shumaker  
Planning Director

Attachments-

1. Draft Resolution  
2. Draft QCD  
3. Draft Easement Dedication
RESOLUTION NO.

A Resolution by the Stevenson City Council
Surplousing Real Property and Authorizing
Mayor to Convey Real Property

WHEREAS, the RCW 35A.11.110 provides that a non-charter code city may sell or convey real property where the property is no longer useful to the City, without a public hearing if the value of the property is less than $50,000; and

WHEREAS, the Council finds that in view of a new easement negotiated with the property owner, Terrapins Owner LLC, for an easement for a public pedestrian and bicycle path and amenities for the Bridging Byway Communities over the Bridge of the Gods construction project (“trail project”), the prior easement reservation recorded as Book 158, Page 625, Skamania Deed Records, no longer serves a purpose to the City and is surplus to its needs; and

WHEREAS, the owner is willing to convey an easement (Public Easement Dedication, attached hereto) to the City in exchange for the elimination of the unused portions of the prior easement and other consideration, and that area would enable the City to complete the trail project; and

WHEREAS, the value of the property interest being conveyed is substantially less than $50,000.

NOW THEREFORE, the City of Stevenson hereby finds those portions of the easement reservation recorded as Book 158, Page 625, Skamania Deed Records lying easterly of the 60’ line bearing North 18°00’11” West described in and depicted on Exhibits “A”, “B”, and “C” to be surplus to the needs of the City, and hereby authorizes the Mayor to convey the property interest in exchange for a new easement to complete the public pedestrian and bicycle path and amenities for the Bridging Byway Communities over the Bridge of the Gods construction project, and to sign the Quit Claim Deed and Public Easement Dedication memorializing the transactions, copies of which is attached hereto and by this reference incorporated herein.

PASSED BY COUNCIL this 16th day of January, 2014 in regular session.

_________________________________
FRANK COX, Mayor

Attest:

_________________________________
Nick Hogan, City Administrator

Approved as to Form:

_________________________________
Kenneth B. Woodrich, City Attorney
EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE BAUGHMAN DNL; THENCE SOUTH 00°54'52" WEST, ALONG THE WEST LINE OF SAID BAUGHMAN DNL, A DISTANCE OF 3097.71 FEET; THENCE SOUTH 89°05'08" EAST, 154.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 84°17'38" EAST, 164.78 FEET; THENCE NORTH 52°55'31" EAST, 271.55 FEET; THENCE NORTH 40°41'34" EAST, 337.00 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY OF ROCK CREEK DRIVE; THENCE FOLLOWING THE WESTERLY RIGHT OF WAY OF SAID ROCK CREEK DRIVE ALONG A CURVE CONCAVE EASTERLY, AND HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 26°21'18", AN ARC LENGTH OF 92.00 FEET, A CHORD THAT BEARS SOUTH 02°48'16" WEST, AND A CHORD DISTANCE OF 91.19 FEET; THENCE SOUTH 40°41'34" WEST, LEAVING THE WESTERLY RIGHT OF WAY OF SAID ROCK CREEK DRIVE, 426.78 FEET; THENCE SOUTH 52°55'31" WEST, 118.81 FEET; THENCE NORTH 50°00'10" WEST, 19.52 FEET; THENCE SOUTH 84°17'38" WEST, 190.27 FEET; THENCE NORTH 18°00'11" WEST, 60.00 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 48,975 SQ. FT., 1.13 ACRES, MORE OR LESS

Surplus Property Resolution Exhibit "A"
EXHIBIT "B"

LOCATED IN THE SE 1/4 OF SECTION 2, T.2N, R.7E W.M.
SKAMANIA COUNTY, WASHINGTON

POINT OF COMMENCEMENT
THE NORTHWEST CORNER
OF THE BAUGHMAN DLC

MALICOT ROAD

STATE HIGHWAY 14
CL RAILROAD

WEST LINE OF BAUGHMAN DLC

S00°54'52"W, 309'7.7"E

DETAIL SEE EXHIBIT "C" SHEET 3 OF 3

SCALE - FEET

1" = 100'

Surplus Property Resolution Exhibit "B"
EXHIBIT "C"

EXISTING EASEMENT TO BE EXTINGUISHED

NEW EASEMENT OVER PROPOSED TRAIL

PROPOSED TRAIL

OLD STATE HWY NO. 8 AREA VACATED BY RESOLUTION NO. 143A

POINT OF BEGINNING

PROPOSED TRAIL

CURVE DATA

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<tr>
<th>SEGMENT</th>
<th>LENGTH</th>
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<th>DELTA</th>
<th>CHORD BEARING</th>
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<tbody>
<tr>
<td>C1</td>
<td>92.00</td>
<td>200.00</td>
<td>26°21'18&quot;</td>
<td>S02°48'16&quot;W</td>
<td>91.19</td>
</tr>
</tbody>
</table>

Klein & Associates, Inc.

Surplus Property Resolution Exhibit "C"
QUIT CLAIM DEED

The GRANTOR, CITY OF STEVENSON, a Washington Municipal Corporation, in consideration of good and valuable consideration in the form of a revised Easement recorded contemporaneously herewith, conveys and quit claims to Terrapins Owner LLC, a Delaware Limited Liability Company, the following described real estate, situated in the County of Skamania, State of Washington:

Those portions of the easements, restrictions and reservations in favor of City of Stevenson reserved by deed dated July 26, 1996 and recorded as Book 158 Page 625, Skamania County Deed Records, lying easterly of the 60’ line bearing North 18°00’11” West described in and depicted on Exhibits “A”, “B”, and “C” located in Section 2, Township 2 North, Range 7 E.W.M., Skamania County, Washington

[Signature appears on next page]
Dated this _____ day of January, 2014.

CITY OF STEVENSON

__________________________
BY FRANK COX, ITS MAYOR

STATE OF WASHINGTON )
 ) ss.
County of ___________

On this _____ day of January, 2014, before me personally appeared Frank Cox to me known to be the Mayor of the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

Print: _______________________
Notary Public in and for
the State of Washington
Commission expires:

_
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SKAMANIA COUNTY, WASHINGTON

POINT OF COMMENCEMENT
THE NORTHWEST CORNER
OF THE BAUGHMAN DLC

MALICOT ROAD

QUIT CLAIM PROPERTY

S89°5'08"E
154.48'

POINT OF BEGINNING

STATE HIGHWAY 14

CL RAILROAD

ROCK CREEK DRIVE

DETAL SEE EXHIBIT "C" SHEET 3 OF 3

WEST LINE OF BAUGHMAN DLC

SCALE - FEET
1" = 100'

QUIT CLAIM DEED EXHIBIT "B"
EXHIBIT "C"

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Klein & Associates, Inc.
ENGINEERING - LAND SURVEYING - PLANNING
1411 10th St, Hood River, OR 97031
Tel: (541) 386-5002
info@kleinassocinc.com

Quit Claim Deed Exhibit "C"
WHEN RECORDED RETURN
TO:

CITY OF STEVENSON
7121 E. Loop Rd.
P.O. Box 371
Stevenson, WA 98648

Document titles or transactions contained therein:

**Easement Dedication**

GRANTOR(S) (Last name, first, then first name and initials)

**Terrapins Owner LLC**

GRANTEE(S) (Last name, first, then first name and initials)

**City of Stevenson**

SUBJECT PROPERTY LEGAL DESCRIPTION (Abbreviated: Lot, Block, Plat/Section, Township, Range,Qtr/Qtr)

**Parcel located in Section 2, Township 2 North, Range 7 East, Willamette Meridian**

Complete metes and bounds legal description is attached as Exhibit "A".

ASSESOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

**02-07-02-00-0612**

REFERENCE NUMBER(S) of Documents assigned or released

**NA**

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.
A PUBLIC EASEMENT DEDICATION

The Grantor, Terrapins Owner LLC, a corporation in the State of Delaware, for valuable consideration does hereby declare and dedicate to public use to the City of Stevenson, a municipal corporation of the State of Washington, its successors and assigns, hereafter referred to as the City, a perpetual public easement for the purpose of constructing, maintaining, repairing, and reconstructing utilities and a public pedestrian and bicycle path and amenities for the Bridging Byway Communities over the Bridge of the Gods construction project along with the rights of ingress and egress as reasonably necessary to access the dedicated area over Grantor's property located in Skamania County, State of Washington, to-wit:

See Legal Description in Exhibit “A” and maps in exhibits “B” and “C”, attached.

Tax Parcel: 02-07-02-00-0612

Hereinafter referred to as the “Easement Area”

The granting of this easement does not entitle the City to ownership or use of the merchantable timber removed from the Easement Area for construction of the utilities and pedestrian and bicycle path. All merchantable timber that is removed for the Easement Area remains the property of the Grantor to be sold or used for firewood.

TO HAVE AND TO HOLD the above easement unto said City, its successors and assigns, forever. The parties agree consideration for this easement is a full, fair and final compensation.

Time is of the essence in the performance of this agreement. This agreement, and the easement described herein, shall be terminated and shall revert back to the Grantor if construction on the pedestrian and bicycle path is not started within one year of this agreement date. As the term is used herein, “started” shall mean all necessary permits are in place and land-clearing or construction activities have commenced within the Easement Area. In the event Grantor determines construction has failed to timely start, Grantor may record a “Notice of Reversion of Easement” at any time after the expiration of such one year period.

This agreement is binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns with respect to the burdened and benefited property described herein. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this agreement and shall be of no further force or effect. This agreement may not be amended or modified except in writing executed by both of the parties. The making and execution of this agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed. The failure by any party to insist upon the strict performance of any provisions of this agreement, or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such
provision and the same shall nevertheless be and remain in full force and effect. If any provisions of this agreement as applied to any party or to any circumstance shall be determined by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect any other provision of this agreement or the validity or enforceability of the agreement as a whole. This agreement shall be governed by and construed in accordance with the internal laws of the State of Washington.

Grantee shall maintain, or cause to be maintained, in good order, condition and repair, and in a clean and neat condition, the Easement Area, including the landscaping thereon, and make any and all repairs and replacements that may from time to time be required with respect thereto. In the event Grantee fails to maintain the Easement Area in accordance with the terms of the foregoing sentence, Grantor shall send written notice of such failure to Grantee and upon the failure of Grantee to cure such breach within thirty (30) days following receipt of such notice (except in the event of an emergency when no notice shall be required), Grantor shall have the right to perform such obligation on behalf of Grantee and be reimbursed by Grantee upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America, N.A. (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law).

Grantee shall indemnify and hold Grantor, its members, officers, directors, representatives, employees and agents, harmless from and against all claims, actions, damages, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from or out of any occurrence in, upon or at the Easement Area.

To the fullest extent permitted by law, the parties waive any right to a trial by jury respecting litigation directly or indirectly arising out of, under or in connection with this Easement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot or has not been waived.

Notices to be given under this agreement shall be delivered or mailed to the following: Grantor—Skamania Lodge, 1131 SW Skamania Lodge Drive, PO Box 189, Stevenson, WA 98648; Grantee—City of Stevenson, Attn: Public Works Director, 7121 E. Loop Rd., P.O. Box 371, Stevenson, WA 98648

The individuals executing this agreement each represent and warrant: (i) that he or she is authorized to do so on behalf of the respective parties hereto, (ii) that he or she has full legal power and authority to bind the respective parties hereto, and if necessary, has obtained all required consents or delegations of such power and authority, and (iii) that the execution, delivery and performance by the respective parties hereto of this document will not constitute a default under any agreement to which it is a party.

Grantor, Terrapins Owner LLC and the City of Stevenson, as Grantee, do hereby agree to the terms of this Easement Dedication as set forth herein.

[Signature Page to Public Easement Dedication]
GRANTOR:

TERRAPINS OWNER LLC,
a Delaware limited liability company

By: __________________________
Its: ________________________

Dated this ____ day of ________________, 20___.

STATE OF ____________________)
County of ____________________)

I certify that I know or have satisfactory evidence that ___________________________________ is the
person who appeared before me, and said person acknowledged that he signed this instrument on oath
stated that he was authorized to execute the instrument and acknowledged it as the of Terrapins Owner
LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

GIVEN under my hand and official seal this day of________________________ , 20____.

Notary Public in and for the State of ____________________
Resident at _______________________________
GRANTEE:

CITY OF STEVENSON,
a municipal corporation

By: __________________________

Its: ________________________

Dated this ____ day of ____________, 20__.

STATE OF ____________________) 
County of ____________________) 

I certify that I know or have satisfactory evidence that _____________________ [Grantee's name] is the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the [Grantee's Title] of [Grantee's Agency] to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ___ day of __________________________ , 20___.

____________________________________
Notary Public in and for the State of __________________
Resident at ________________________________
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