

**RESOLUTION NO. 1436**

**A RESOLUTION OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING A  
RIGHT OF WAY AGREEMENT WITH COLUMBIA COUNTY FOR COUNTY FLOOD  
CONTROL PROJECTS.**

**WHEREAS**, the City of Dayton is the owner of a certain parcel of land located in Columbia County, Washington ("Property"); and

**WHEREAS**, Columbia County is considering construction of what is known as the Army Corps of Engineers Dayton Levee Rehabilitation Project ("Project"), an improvement project to the existing Dayton Flood Control Projects; and

**WHEREAS**, it has been found necessary, in the construction and improvement of the Dayton Flood Control Improvements, to grant right of way to the County for Flood Control Project and establish terms and conditions for County's use of said right of way by agreement, attached hereto as Exhibit A and incorporated herein by reference.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. AUTHORIZATION OF AGREEMENT.** The City Council hereby authorizes a Right of Way Agreement with Columbia County, attached hereto as Exhibit A and incorporated herein by reference, for flood control projects.

**SECTION 2. EXECUTION OF AGREEMENT.** The Mayor is hereby authorized to execute the agreement on behalf of the City of Dayton.

**SECTION 3.** The Mayor or his designee is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**SECTION 4. EFFECTIVE DATE.** That this resolution shall take effect and be in full force upon passage and signatures hereon.

**PASSED** by the City Council of the City of Dayton, Washington on this 09TH day of SEPTEMBER, 2020.

City of Dayton

  
Zac Weatherford, Mayor

Attested/Authenticated by:



Trina Cole, City Administrator

Approved as to form:



Quinn Plant, City Attorney

NOV 04 2020

## RIGHT-OF-WAY AGREEMENT

REC'D BY 

Project: Dayton Levee Rehabilitation Project, 80-270  
 Star Bridge Levee Rehabilitation Project, 80-280  
 FA No: Not Applicable  
 Parcel: 2-500-00-054-0000, 2-500-00-004-0000 & 2-010-39-033-3350  
 Owner: City of Dayton

**THIS AGREEMENT** made and entered into and between Columbia County and the above identified Owner for the purpose of setting forth and establishing the terms and conditions for granting right-of-way for the above identified County Flood Control Projects.

**NOW THEREFORE** and in consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto, the parties hereto bind themselves to the terms and conditions as follows:

**1. COMPENSATION FOR LAND AND IMPROVEMENTS**

The Owners agree to transfer land and improvements to Columbia County by Right-of-Way Deed as follows:

**2. ORIGINAL FAIR OFFER for:** 4.95 Acre Pasture/Waste Acres @ \$200/Acre \$ 990  
 Assignment of City Levee Right of Way \$ 1

**3. ORIGINAL FAIR OFFER for:** 2.04 Acre Temporary Construction Easement \$ 16  
 1.36 Acre Temporary Construction Easement \$ 10  
 0.25 Acre Temporary Construction Easement \$ 2

**4. ADMINISTRATIVE SETTLEMENT**

29 Tons of Crushed Surfacing Top Course for the Well 2 Temporary Construction Easement Site and 167 Tons of Crushed Surfacing Top Course for the Intake Temporary Construction Easement Site. \$ 3,920

**5. COMPENSATION FOR DAMAGES**

Assignment of County Levee Right of Way (\$ 1)

**6. TOTAL COMPENSATION** \$ 4,938

**7. PAYMENT**

Columbia County shall make the following payment to the Owner of the Real Property a warrant in the amount payable to:

City of Dayton \$ 1,018

**AND;**

Per the payment value of \$3,920, Columbia County shall install 196 Tons of Crushed Surfacing Top Course to protect water lines from damage incurred by vehicles and equipment crossing water lines at Temporary Construction Easement sites.

#### 8. RIGHT OF WAY FENCE & GATES

- Columbia County's contractor shall remove all existing fencing within the area necessary to perform the work.
- Columbia County will install a new gate to access the WWTP site and leave it for future use by the City.
- Upon completion of the project, all fencing will become the property and the responsibility of the landowner.

#### 9. APPROACHES

Columbia County shall replace all existing approaches at their current locations and at least their current functionality.

#### 10. DEBRIS

Debris left on land of the Owner due to the construction activity will be returned to a condition that is uniform, smooth, safe and sightly as practicable with the materials available.


#### 11. LANDOWNER'S OBLIGATION

Assignment of County Levee Right of Ways is compensation from the City to have the County Execute Assignment documents giving City of Dayton authority to cross Columbia County easements for the purposes contained therein.

#### 12. OTHER DOCUMENTS

- The Owners agree to sign all documents in accordance with Columbia County procedures, necessary to implement this agreement.
- Columbia County acknowledges the existence of a municipal water lines across real property that is the subject of this agreement. City of Dayton will field locate the water line prior to Columbia County's use of the property.


IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year as written below.

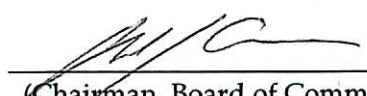
 09/09/2020  
(Zac Weatherford, Mayor) (date)

 09/09/2020  
(Trina Cole, City Administrator) (date)

APPROVAL RECOMMENDED:

APPROVED FOR AND ON BEHALF OF COLUMBIA  
COUNTY

 9/10/2020  
(County Engineer) (date)

 9/10/20  
(Chairman, Board of Comm.) (date)



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B39 P130

B39 P127

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2500000540000

Permanent  
Right of Way

2500000540000

200

## Exhibit 'A'



0 100 200 400 Feet



AFTER RECORDING RETURN TO:

Columbia County Public Works Department  
P.O. Box 5  
415 N. Guernsey Ave.  
Dayton, WA 99328

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**Document Title:** Right of Way Deed for Dayton Flood Control Improvements  
**Grantor:** City of Dayton  
**Grantee:** Columbia County  
**Legal Description:** T 10 N, R 38 E, Section 25, Tax 54 & 55  
**Assessor's Property Tax Parcels:** 2-500-00-054-0000

**EASEMENT RIGHT OF WAY DEED**

**IN THE MATTER OF:** Dayton Levee Rehabilitation Project, 80-270

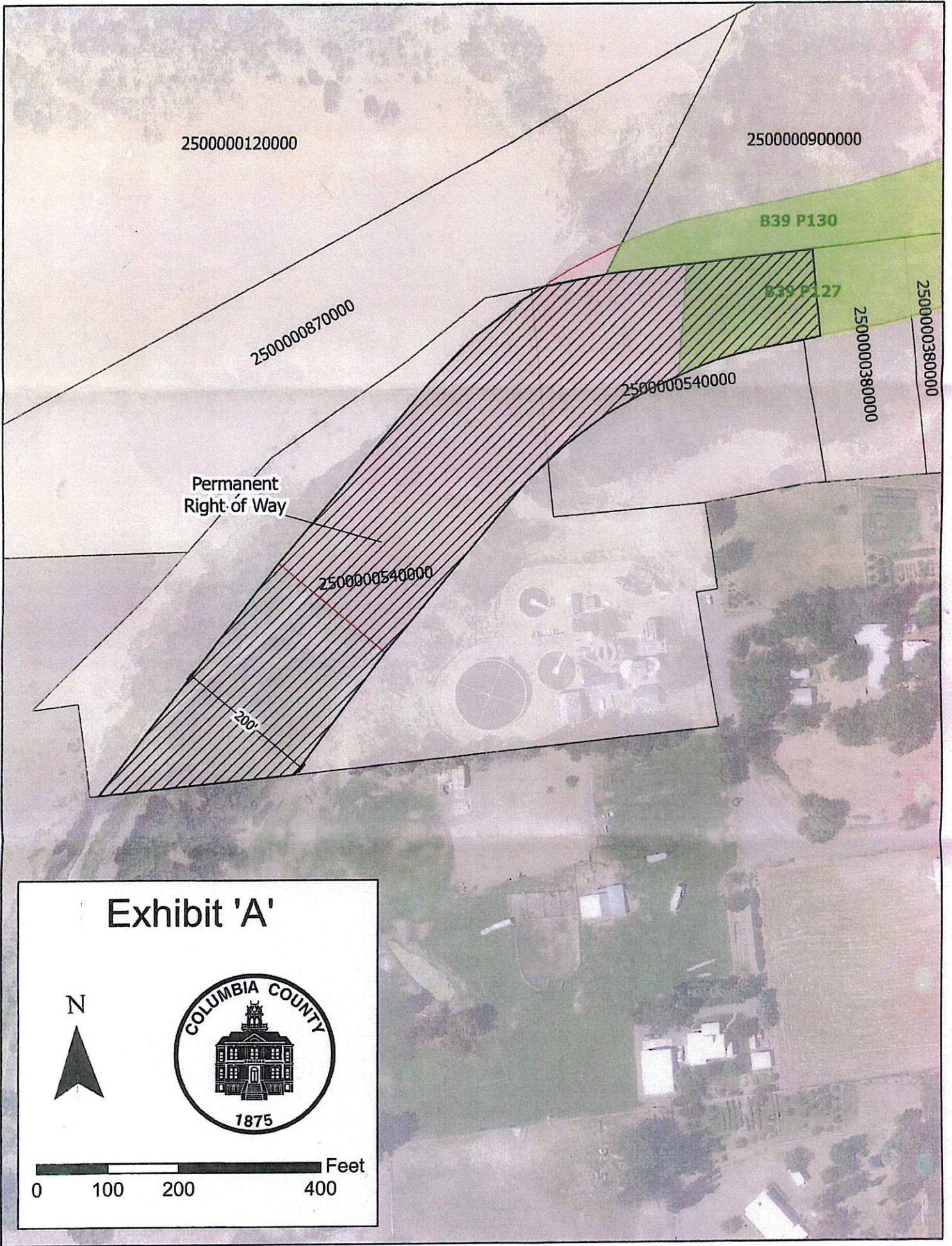
THIS INDENTURE, made and entered into this 15<sup>TH</sup> day of OCTOBER, 2020, by the City of Dayton, Washington a municipal corporation in the State of Washington, as party of the first part and hereinafter referred to as "Grantor", and Columbia County, Washington, a political subdivision of the State of Washington, as party of the second part and hereinafter referred to as "Grantee".

**WITNESSETH:** That for and in consideration of the sum of **Nine Hundred Ninety Dollars and Zero Cents (\$990)** and other valuable considerations, receipt of which is hereby acknowledged, the said party of the first part does hereby agree to, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, a perpetual easement and right of way to build, construct, reconstruct, and repair levees, embankments, revetments, canals, and any incidental works appurtenant thereto, upon, over, and across the lands of the said party of the first part, situate, lying, and being in the County of Columbia, State of Washington, consisting of all that portion of my property adjoining the Touchet River lying within the flood control indicated on the map attached hereto and by this reference incorporated herein, and including any vacated roads, streets or alleys which attach to said premises by operation of law, and the beds of adjacent streams.

Also, the right at all times to enter upon the above-described real property with men, machinery and equipment for performance of the work, together with the right to take from the lands hereinabove described such snags, brush, trees, rock, earth or debris as may be necessary, all for the purposes contemplated by this instrument.

AND, the further right is hereby granted to grantee, its agents, employees, successors, and assigns, to cross over other lands owned by grantor adjacent to that upon which these easements are given, with materials and equipment necessary to accomplish the purposes hereof; PROVIDED, however, that the route or place of crossing over said lands shall be reasonable and limited to existing streets, driveways and alleys, where available, and the crossing made in such a manner so as to cause minimal damage to such property; provided further, that grantor shall be compensated for any actual damage to such property caused by grantee or its agents.





# Exhibit 'A'

