

February 27, 2020

20-106

RATIFY AVIGATION EASEMENT AGREEMENT WITH  
THE PORT OF COLUMBIA COUNTY FOR THE  
COLUMBIA COUNTY OMIC SITE

PREPARED BY: Linda Degman, Director, Planning and Capital  
Construction

FINANCIAL  
RESPONSIBILITY: Linda Degman, Director, Planning and Capital  
Construction

APPROVED BY: Sylvia Kelley, Executive Vice President  
Mark Mitsui, College President

REPORT: As a requirement for development of the property in  
Scappoose for the OMIC training center, the Port of  
Columbia County, requires an avigation easement over  
the site. An avigation easement is an unobstructed  
easement of the airspace over the site for all aircraft.

The easement was required to be signed and recorded  
before we could obtain our building permit for the project.  
Time was of the essence as the project had already been  
delayed and behind schedule. The President authorized  
the signing of the easement as there is minimal impact to  
the development of the property and a requirement for  
construction.

The easement has been recorded with Columbia County  
and runs with the land. Attachment A is the legal  
description and survey.

RECOMMENDATION: That the Board of Directors ratify the avigation easement  
(Exhibit A) for Scappoose property for the OMIC training  
facility.

**PORT OF COLUMBIA COUNTY  
SCAPPOOSE INDUSTRIAL AIRPARK**

**AVIGATION AND HAZARD EASEMENT AND RIGHT OF WAY**

**WHEREAS**, Portland Community College ("Grantor"), is the owner in fee of that certain parcel of land situated in the City of Scappoose, County of Columbia, State of Oregon, known as 34001 NE Wagner Court, Scappoose, OR 97056, and more particularly described as follows:

Parcel 1:

Parcel 2 of Partition Plat No. 2005-26, recorded August 18, 2005, Fee No. 05-11102, in Columbia County, Oregon. Corrected by that Affidavit of Correction recorded January 5, 2006, Fee No. 2006-000165 Records of Columbia County, Oregon.

Parcel 2:

Together with a 50 foot private access easement over Parcel 1 of said Partition Plat to benefit the above mentioned Parcel 2 as shown on the Partition Plat No. 2005-26, recorded August 18, 2005, Fee No. 05-11102, in Columbia County, Oregon. Corrected by that Affidavit of Correction recorded January 5, 2006, Fee No. 2006-000165 Records of Columbia County, Oregon.

hereinafter referred to as the "Grantor's Property" and outlined on the attached map (Exhibit 1);

**NOW, THEREFORE**, in consideration of the sum of -zero- dollars (\$0.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby grant, bargain, sell, and convey unto the Port of Columbia County, owner and operator of the Scappoose Industrial Airpark, ("Grantee"), its successors and assigns, for the use and benefit of the public, Easement and right of way; appurtenant to the Scappoose Industrial Airpark or the unobstructed passage of all aircraft, ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated; in all air space above the surface of Grantor's property, to an infinite height above said Grantor's property.

**FURTHER**, any development on Grantor's property must be at least five (5) feet below the Federal Aviation Administration (FAA) Part 77 imaginary surfaces, which are defined as a 7:1 slope transitional surface at the edge of the primary surface starting at 250 feet from runway centerline. Also, an FAA Form 7460 Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) shall be submitted to the FAA by Grantor or their authorized representative for buildings or other structures to be constructed on Grantor's property.

**AND** for the consideration hereinabove set forth, the Grantor, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said Easement and right of way, they will not hereafter erect, permit the erection or growth of, or permit or suffer to remain upon Grantor's property any building,

structure, tree, or other object extending into the aforesaid prohibited air space, and that they shall not hereafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport or to otherwise endanger the landing, taking off, or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

The Easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantor's property of any building, structure, tree, or other object, extending into the air space above the aforesaid imaginary plane, and to remove from said air space, or at the sole option of the Grantee, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantor's property, together with the right of ingress to, egress from, and passage over Grantor's property for the above purposes.

TOGETHER with the right to cause in all air space above the surface of Grantor's property such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Scappoose Industrial Airpark.

TO HAVE AND TO HOLD said Easement and right of way, and all rights appertaining thereto unto the Grantee, its successors, and assigns, until said Scappoose Industrial Airpark shall be abandoned and shall cease to be used for public airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals this

13<sup>th</sup> day of December, 2019

  
GRANTOR (Signature)

SYLVIA KELLEY  
(Name)

Exec. Vice Pres.  
(Title)

Signed, sealed, and delivered in the presence of:

STATE OF OREGON )  
 ) ss:  
COUNTY OF ~~COLUMBIA~~ Multnomah )

On the 13th day of December, 2019, personally appeared the above-named Sylvia J. Kelley, who being duly sworn, did say that

he/she is the Executive Vice President for Portland Community College, a public corporation of the State of Oregon, and said instrument was signed and sealed on behalf of said corporation and he/she acknowledged said instrument to be its voluntary act and deed. Before me:



Notary Public for Oregon [Signature]

My Commission Expires: October 10, 2022



EXHIBIT  
**1**