

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Waiving Recording Fees for )  
the Recording of an Easement in Connection )  
with a Bridge Replacement on Point Adams )  
Road, Clatskanie, OR )  
\_\_\_\_\_ )

ORDER NO. 29 - 2004

WHEREAS, Columbia County and the State of Oregon Department of Transportation (hereinafter "ODOT") entered into a Local Agency Agreement for a Highway Bridge Replacement and Rehabilitation Project over the Westpoint Slough on Point Adams Road near Clatskanie, Oregon; and

WHEREAS, during the course of this project, ODOT acquired certain property needed to complete the bridge replacement; and

WHEREAS, ODOT has granted Columbia County, on behalf of the public, a perpetual easement over and across the property owned by ODOT, a copy of said easement being attached hereto as Exhibit A and by this reference incorporated herein; and

WHEREAS, it is in the public interest to record said easement;

NOW THEREFORE, IT IS HEREBY ORDERED that the easement granted by ODOT shall be recorded in the deed records of the Columbia County Clerk without costs.

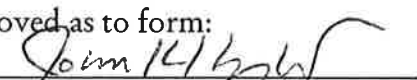
DATED this 12<sup>th</sup> day of May, 2004.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By:   
Chair

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

By:   
Commissioner

Approved as to form:  
By:   
Office of County Counsel

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ORDER NO. 29 - 2004

EXHIBIT A

**STATE OF OREGON**  
**Department of State Lands**

**EASEMENT NO. EA-18853**

The STATE OF OREGON, by and through its Department of State Lands, GRANTOR, for and in consideration of Two Thousand Three Hundred Twenty-three Dollars and No Cents (\$2,323.00), hereby grants to GRANTEE,

NAME of GRANTEE:  
Columbia County

ADDRESS:  
230 Strand Room 318  
St. Helens, OR 97051

an easement fifty feet (50.00') wide, and right to construct, maintain, operate and replace a bridge in, over, upon, and across state-owned submerged and submersible land in Westport Slough, located in Section 31 of Township 8 North, Range 4 West of the Willamette Meridian, Columbia County, Oregon; the center line of said easement being more particularly described as follows:

A strip of land for roadway purposes within the Southwest one-quarter of Section 31, Township 8 North, Range 4 West, of the Willamette Meridian, being 15.24 meters (50.00 feet) in width, lying 7.62 meters each side of the following described centerline to wit:

Beginning at the line of Ordinary High Water on the South bank of Beaver Slough (aka Westport Slough, Clatskanie Slough), which point lies South 76°23' East, 239.542 meters (785.9 feet), North 9°14' West 18.800 meters (61.68 feet), and North 66°17' West, 2.600 meters (8.53 feet) from the corner common to Tracts 10, 11, 12 and 13, of the Midland Drainage District as per plat records on file in the Clerk's Office of Columbia County, Oregon;

Thence North 66°17' West, a distance of 32.004 meters (105.0 feet), more or less, to the line of Ordinary High Water on the North bank of Beaver Slough and the point of terminus.

The area to which this description applies contains 486 square meters (5,233 square feet).

A right-of-entry for use as a temporary construction area is granted for the Northerly side of this easement in a width of 15 feet Northerly and parallel to the easement.

The parcel hereinabove described contains 5,233 square feet, more or less.

TO HAVE AND TO HOLD the same unto GRANTEE in perpetuity years, subject to the following conditions:

1. GRANTOR has the right to grant additional easements within the area authorized by this easement subject to the provisions of the administrative rules governing the granting of easements.
2. GRANTEE shall obtain prior written approval from GRANTOR prior to:
  - a) Changing the type of use authorized by this easement;
  - b) Expanding the number of authorized developments or uses;
  - c) Changing the authorized area; and/or
  - d) Permitting other persons to utilize the easement for uses and developments requiring separate written authorization by GRANTOR pursuant to the administrative rules governing the granting of easements or other GRANTOR requirements.
3. The easement area shall remain open to the public for recreational and other non-proprietary uses unless restricted or closed to public entry by the State Land Board or GRANTOR.
4. GRANTOR and/or its authorized representative(s) shall have the right to enter into and upon the easement area at any time for the purposes of inspection or management.
5. Except as expressly authorized in writing by the Department, GRANTEE shall not:
  - a) Cut, destroy or remove, or permit to be cut, destroyed or removed any vegetation, or
  - b) Remove any sand and gravel, or other mineral resources for commercial use or sale, that occur in the easement area except as expressly authorized in writing by GRANTOR.

Routine right-of-way maintenance including vegetation trimming shall be allowed.

6. GRANTEE shall compensate GRANTOR for the fair market value of any commercially valuable timber or sand and gravel resources in the easement area that must be removed during or after placement of the authorized use, or which cannot be developed because of the authorized use.
7. GRANTEE shall conduct all operations within the easement area in a manner that conserves fish and wildlife habitat; protects water quality; and does not contribute to soil erosion, or the introduction or spread of noxious weeds or pests. Upon

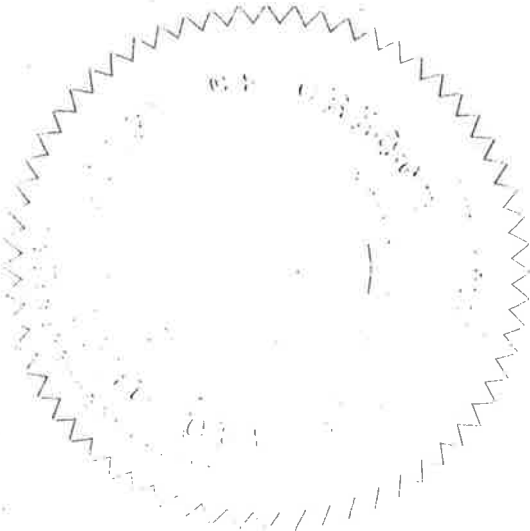
completion of construction, GRANTEE shall reclaim disturbed lands to a condition satisfactory to GRANTOR.

8. GRANTEE shall obtain a surety bond in the amount of \$N/A to ensure compliance with the terms and conditions of this easement.
9. The right to use this easement shall automatically terminate if it, or the development authorized by GRANTOR, is not used within five (5) consecutive years of the date this easement was granted, pursuant to the provisions of the administrative rules governing the granting of easements.
10. Unless otherwise approved in writing by GRANTOR, GRANTEE shall remove all cables, pipes, conduits, roads, and other developments placed by GRANTEE on the easement, and shall restore the surface of the easement area to a condition satisfactory to GRANTOR within one (1) year following termination of use or expiration of this easement.
11. GRANTEE shall inspect the condition of the area authorized by this easement and the developments authorized by this easement on an annual frequency.
12. GRANTOR shall have the right to stop operation of the use authorized by this easement for noncompliance with the conditions of this easement, the provisions of the administrative rules governing the granting of easements, and/or any lawful requirement by a regulatory agency of this STATE.
13. If this easement authorizes the use of state-owned submerged and/or submersible land:
  - a) Construction in navigable waters shall conform to the standards and specifications set by the U.S. Army Corps of Engineers and the U.S. Coast Guard for the use authorized by this easement.
  - b) Any blasting which may be necessary, or in-water placement, maintenance, or repair of the authorized use shall be performed according to the laws of this STATE, including strict adherence to Oregon Department of Fish & Wildlife in-water work windows.
14. GRANTEE shall pay to GRANTOR the current market value, as determined by GRANTOR, for any unnecessary and non-approved damages to state-owned lands caused by construction or maintenance of the easement.
15. GRANTEE shall pay all assessments that may be legally charged on public lands which are levied against the property subject to this easement, whether or not such assessments have been levied against the easement area or STATE by the assessing agency.

16. GRANTEE shall use the authorized easement area only in a manner or for such purposes that assure fair and non-discriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.
17. This easement is freely transferable. However, no transfer may increase the burden on the easement area or detract from the value of the underlying state-owned land.

This easement does not convey an estate in fee simple of the lands used for a right-of-way. This grant is for an easement only, and title remains in the State of Oregon.

WITNESS the seal of the Department of State Lands affixed this 13th day of April 2004.



STATE OF OREGON, acting by and through its Department of State Lands

*Stephen J. Purchase*  
Stephen J. Purchase

STATE OF OREGON                    )  
  )ss  
County of Marion                    )

This foregoing instrument was acknowledged before me this 13th day of April 2004, by Stephen J. Purchase, the Assistant Director of the Department of State Lands.



*Jennifer J. Vickers*  
Signature  
My commission Expires 6-5, 2005

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