

Grantor: Jeremy D. Tomaras and Erica L. Tomaras	State of Oregon
Grantee: Columbia County 1054 Oregon Street St. Helens, Oregon 97051	
After Recording Return to: Columbia County Road Department 1054 Oregon Street St. Helens, Oregon 97051	Accepted by Columbia County
Until a change is requested, all taxes shall be sent to: No Change	
County File No.:	Project: Canaan Road Safety Project

PERMANENT EASEMENT FOR SLOPES

(Individual Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT Jeremy D. Tomaras and Erica L. Tomaras, as tenants by the entirety, (Grantor), hereby grants, bargains, sells and conveys to Columbia County, a political subdivision of the State of Oregon, its heirs, successors and assigns, (Grantee), a permanent easement for the construction, reconstruction, upgrade, replacement, repair, maintenance, and inspection of slopes and related appurtenances, in, under, upon, and across Grantor's real property located in Columbia County, State of Oregon, and more particularly described as follows:

A parcel of land described in Exhibits "A" and "B" attached hereto and by this reference made a part of this document.

Grantee shall have the right to enter upon this real property for the purposes described in this document. Grantee may remove trees, shrubs, brush, paving or other materials within the easement area whenever necessary to accomplish these purposes. Grantee shall repair any damage to the property caused by Grantee's use of the property for these purposes. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, Grantee agrees to indemnify Grantor from all claims made for injury to person or property caused by Grantee's negligent acts or omissions relating to the use of the property for any of the above-described purposes. This indemnity does not apply to any claims arising out of the sole negligence of Grantor.

Grantor, Grantor's heirs, successors, assigns or representatives, shall not construct or maintain any building or other structures upon the above described real property without prior written approval from the Columbia County Road Department. In addition, Grantor, Grantor's heirs, successors, assigns or representatives shall not alter the configuration of the material forming the slope, including alteration by addition or removal of material, without prior written approval from the Columbia County Road Department.

This easement does not obligate the public or Grantee to replace landscaping, fencing, shrubs, or trees that may be placed within the easement area in the future, and which interfere with Grantee's use of the easement area for the purposes described in this document.

Grantor hereby covenants to and with Grantee, its successors and assigns, that Grantor is the owner of the property which is free from all encumbrances except for easements, conditions and restrictions of record and will warrant and defend the rights herein granted from all lawful claims whatsoever, except as stated in this document.

The true consideration for this conveyance is **Eightteen Thousand and No/100 Dollars (\$18,000.00)**.

Statutory Land Use Disclaimer: Before signing or accepting this instrument, the person transferring the property interest should inquire about the person's rights, if any, under ORS 195.300, 195.301, and 195.305 to 195.336, and sections 5 to 11, Chapter 424, Oregon Laws 2007. This instrument does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring the property interest to the property should check with the appropriate city or county planning department to verify that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301, and 195.305 to 195.336 and sections 5 to 11, Chapter 424, Oregon Laws 2007.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this 29th day of April, 2011.

[Signature]
Jeremy D. Tomaras

[Signature]
Erica L. Tomaras

STATE OF OREGON)
County of Columbia) ss.

This instrument was signed and attested before me this 29th day of April, 2011,
By Jeremy D. Tomaras and Erica L. Tomaras.

[Signature]
Notary Public for State of Oregon

My Commission Expires: Jan 3, 2012



ACCEPTANCE:

COLUMBIA COUNTY, OREGON

This is to certify that the interest in real property conveyed herein to the County of Columbia, a political subdivision of the State of Oregon, is hereby accepted by the undersigned, Anthony Hyde, Earl Fisher and Henry Heimuller, Board of Commissioners of Columbia County, Oregon, and the Grantee consents to the conditions thereof.

Dated this 4th day of May, 2011.

By: [Signature]
Anthony Hyde, Chair

By: [Signature]
Earl Fisher, Commissioner

By: [Signature]
Henry Heimuller, Commissioner

Parcel – Permanent Easement for Slopes

A parcel of land lying in the NE1/4 of Section 12, Township 5 North, Range 2 West. W.M., Columbia County, Oregon and being a portion of that property described in that Warranty Deed to Jeremy D. Tomaras and Erica L. Tomaras recorded October 19, 2005 as Fee No. 2005-013974, Columbia County Clerk's Office; the said parcel being that portion of said property included in a strip of land variable in width, lying on the northerly and easterly side of the center line of the Canaan Road, which center line is described as follows:

Beginning at Engineer's center line Station 5+34.12, said station being North 21° 11' 28" West a distance of 171.08 feet from the East Quarter corner of said Section 12, thence North 62° 08' 19" West 255.48 feet, thence on a 150.00 foot radius curve right (the long chord of which bears North 25° 57' 56" West 177.07 feet) 189.40 feet; thence North 10° 12' 27" East 767.22 feet to Engineer's center line Station 17+46.23.

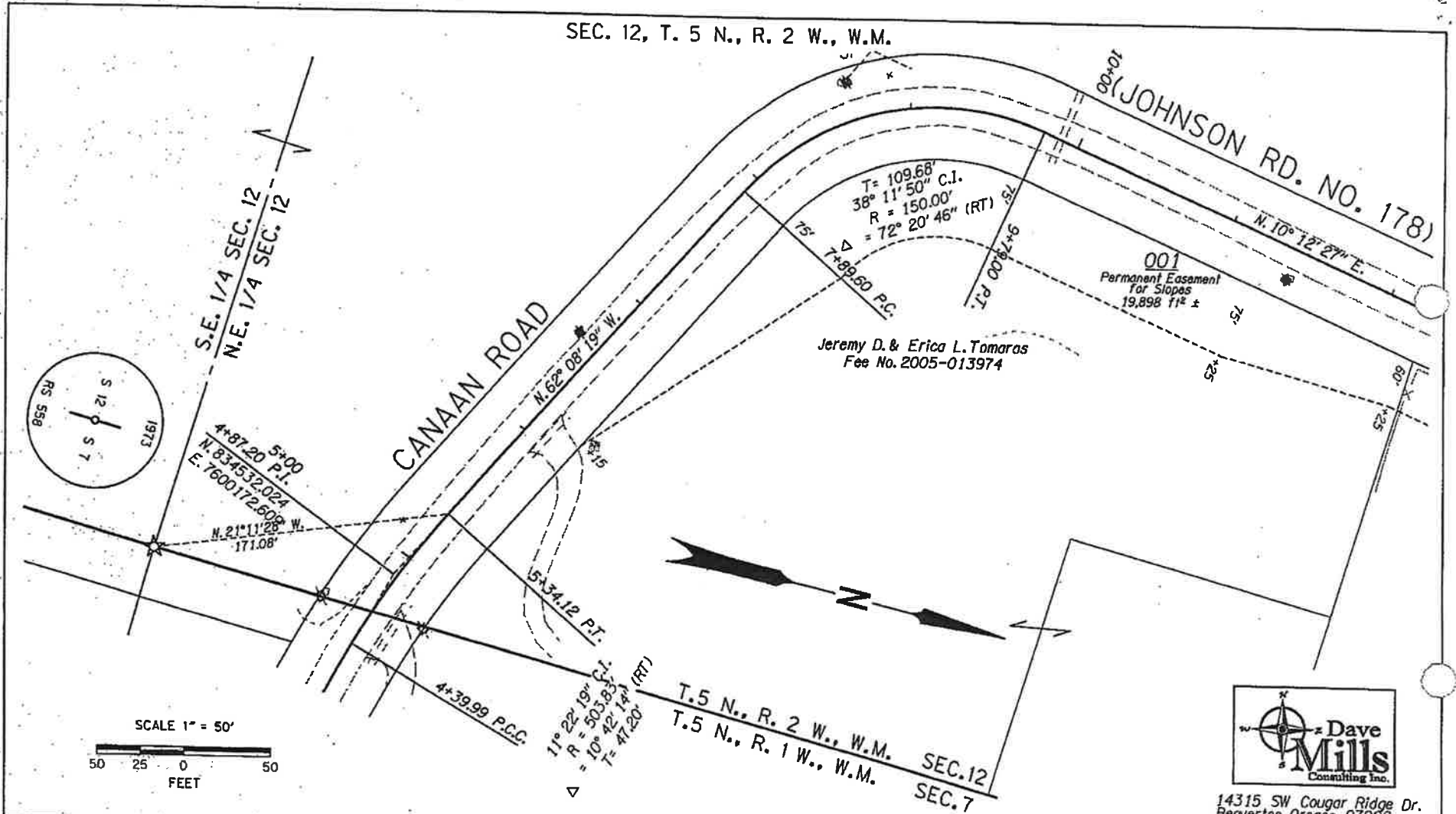
Station	to	Station	Width on Easterly Side of Center Line
6+15		7+89.60	30.00 in a straight line to 75.00
7+89.60		11+25	75.00
11+25		12+25	75.00 in a straight line to 60.00
12+25		13+00	60.00

Bearings are based upon the Oregon Coordinate System of 1983(Cors 96), north zone.

This parcel of land contains 19,898 square feet, more or less.

EXHIBIT "B"

SEC. 12, T. 5 N., R. 2 W., W.M.



14315 SW Cougar Ridge Dr.
 Beaverton, Oregon 97008
 503-590-7158

OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY ENGINEERING
 SKETCH MAP

Section	Canaan Road Safety Project
Highway	Canaan Road
County	Columbia County
Purpose	Permanent Easement for Slopes

Scale	1" = 50'
Date	January 2011
File	001

HANNA, McELDOWNEY & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405

PORTLAND, OR 97225

(503) 297-9588 Fax: (503) 297-2835

April 29, 2011

Project Property Number: 9-12-1

Jeremy and Erica Tomaras
33969 Canaan Road
Deer Island, OR 97054

Subject: Letter of Agreement for a Permanent Easement for Slopes at Tax Lot 5N2W12A0 01900 for the Canaan Road (Johnson Road No. 178) Road Safety Project

Dear Jeremy and Erica Tomaras:

Columbia County is planning to construct safety improvements to Canaan Road (Johnson Rd. No 178). As you are aware, your property located at 33969 Canaan Road will be affected by this project. A Permanent Easement for Slopes is required in order to give Columbia County the legal right to construct the necessary improvements.

In exchange for executing these documents and granting the Permanent Easement for Slopes containing 19,898 s.f., more or less, and subject to final approval by Columbia County, the County agrees to the following:

1. To compensate you, the negotiated sum of, \$18,000.00 for the Permanent Easement for Slopes.
2. If the well or related water pipeline is damaged by the construction or maintenance of the slope, the County will repair and/or replace it, as necessary, to its pre-project condition. Prior to construction start and at the conclusion of the project, the County will inspect the condition of the well including turbidity testing. In conjunction herewith, the Owner grants a Right of Entry to the County to perform the inspections and testing.
3. To leave all of the felled hardwoods from the easement area for the property owner's use. Limbs smaller than 4 inches in diameter will be removed and the debris will be cleared. The trees will be placed on site in a location designated by the attached Exhibit "A". In conjunction herewith, the Owner grants a Right of Entry to the County.
4. To maintain reasonable access to the property at all times during construction.
5. To clean up all construction debris at the conclusion of the project.
6. To comply with the terms and conditions of this Letter of Agreement, which is the entire, final, and complete agreement between the Owner and the County pertaining

to the acquisition of the easement, and supersedes and replaces all written and verbal agreements heretofore made.

The total compensation for the above property rights is **Eighteen Thousand and No/100 Dollars (\$18,000.00)**. No other compensation shall be sought or offered.

Payment will be made 45 to 60 days from the date of approval and acceptance by Columbia County.

Thank you,



Sharan Hams-LaDuca,
Acquisition/Negotiation Agent
Hanna, McEldowney, & Associates



Jeremy D. Tomaras

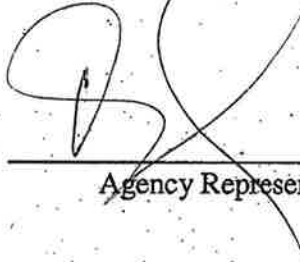
4/29/11
Date



Erica L. Tomaras

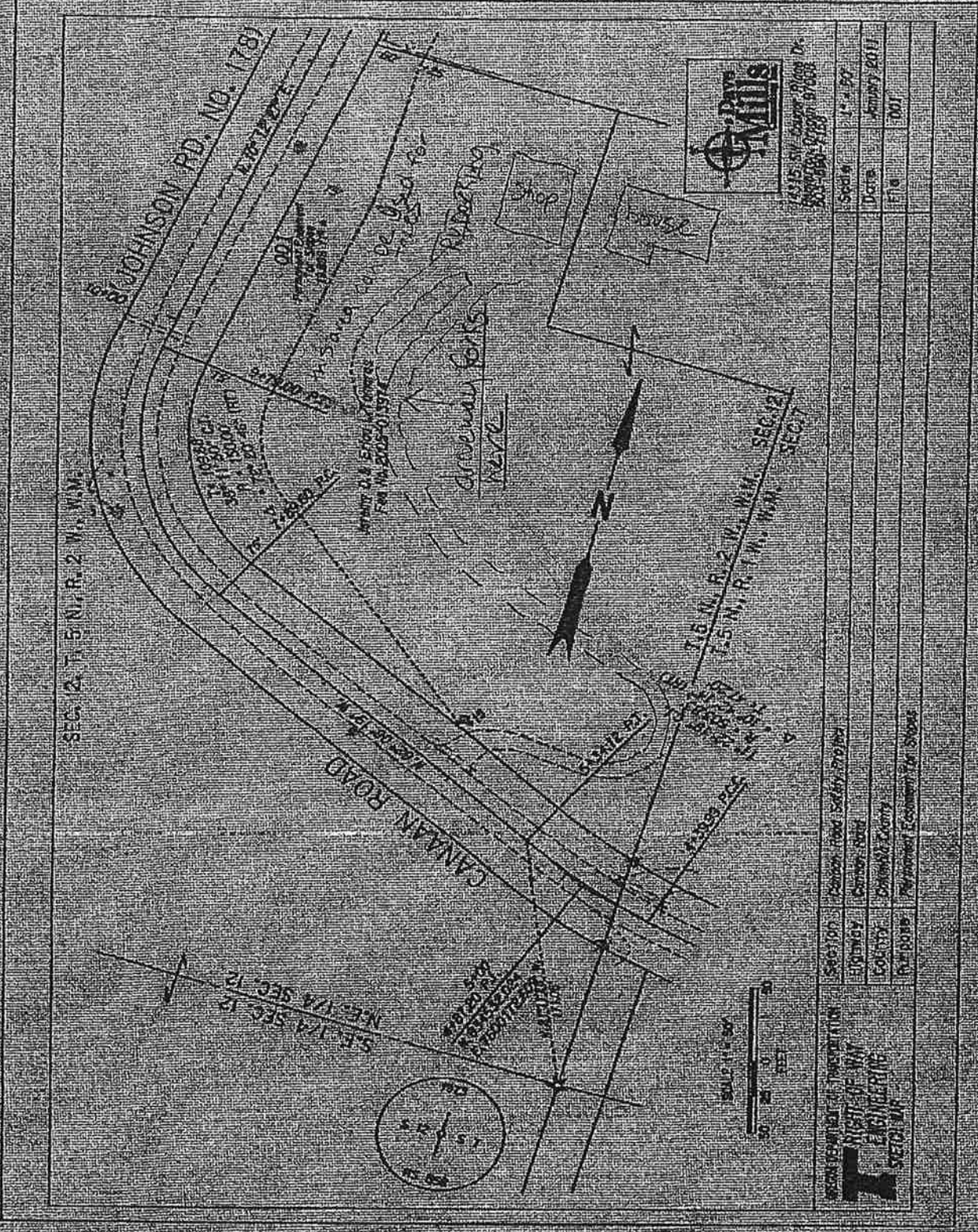
4/29/11
Date

Approved By:



Agency Representative

5/4/11
Date



Days Mills
 14315 SW County Road 70
 800-266-7789

Scale	1" = 50'
Date	January 2011
IT#	1001

SECTION	CONCRETE ROAD SAFETY PROJECT
UTILITY	CANMAN ROAD
COUNTY	CONWAY COUNTY
PURPOSE	PERMANENT EASEMENT FOR SHOULDER

EXHIBIT "A"

DIAGRAM OF THE TAKING