

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Acquiring Permanent and)
Temporary Easements from Lourdes Dominguez) ORDER NO. 55-2012
for the Replacement of Fishhawk Road Bridge)

WHEREAS, Columbia County plans to replace the existing Fishhawk Road Bridge, which does not meet current seismic and road width standards; and

WHEREAS, the County must acquire property from Lourdes Dominguez under the authority of ORS 35.605 for a temporary construction easement and for a permanent easement for slopes and drainage, to successfully complete and maintain the replacement bridge; and

WHEREAS, pursuant to ORS 35.610, before the right to acquire such property under ORS 35.605 is exercised, the Board of County Commissioners shall describe the land to be purchased, acquired, entered upon or appropriated, and shall determine that the appropriation of such land is reasonably necessary to protect the full use and enjoyment by the public of the road, street or highway; and

WHEREAS, the land to be acquired is described in the proposed Permanent Slope Easement, which is attached hereto as Exhibit 1, and in the proposed Temporary Construction Easement, which is attached hereto as Exhibit 2; and

WHEREAS, by Letter of Agreement, a copy of which is attached hereto as Exhibit 3, Lourdes Dominguez has agreed to convey the needed permanent and temporary easements to the County in consideration of the payment of Six Thousand, Seven Hundred Eighteen dollars (\$6,718.00).

NOW, THEREFORE, it is hereby ordered as follows:

- 1) Columbia County accepts the Permanent Easement for Slopes and Drainage from Lourdes Dominguez, as described in Exhibit 1, which is attached hereto and incorporated herein by this reference.
- 2) Columbia County accepts the Temporary Construction Easement from Lourdes Dominguez, as described in Exhibit 2, which is attached hereto and incorporated herein by this reference.
- 3) The acquisition of the above easements is necessary to protect the public's full use and enjoyment of the road and shall increase the public's safety when using the road.

4) In consideration for the permanent and temporary easements, the Board of County Commissioners directs the County Public Works Director to coordinate the payment of Six Thousand, Seven Hundred Eighteen dollars (\$6,718.00) to Lourdes Dominguez. The Finance Department is directed to issue a check to Lourdes Dominguez upon the request of the Public Works Director.

5) Payment is to be made in accordance with all reporting requirements, rules and regulations of the Internal Revenue Service.

6) The Chair of the Board of County Commissioners is authorized to sign the Letter of Agreement with Lourdes Dominguez, attached hereto as Exhibit 3 and incorporated herein by this reference, on behalf of the County.

7) The easements described in Exhibits 1 and 2 shall be recorded in the deed records of the Columbia County Clerk without costs.

DATED this 19th day of December, 2012.

Approved as to Form:

By: 

Office of County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 

Anthony Hyde, Chair

By: 

Earl Fisher, Commissioner

By: 

Henry Heimuller, Commissioner

GRANTOR:
 Lourdes Dominguez
 1964 E. Lodge Drive
 Tempe, AZ 85283

GRANTEE:
 Columbia County
 c/o Office of County Counsel
 230 Strand, Room 318
 St. Helens, OR 97051

PERMANENT EASEMENT FOR SLOPES AND DRAINAGE
 (Individual Grantor)

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Lourdes Dominguez**, (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 drainage 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 as Parcel 2 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 Six Thousand Three Hundred Seventeen and No/100 Dollars (\$6,317.00).

Statutory Land Use Disclaimer: BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 FEE TITLE 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

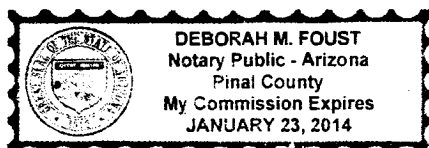
TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

In witness whereof, the above named Grantor has hereunto set Grantor's hand to this document on this 15th day of NOVEMBER, 2012.

Lourdes Dominguez
Lourdes Dominguez

STATE OF Arizona)
County of Maricopa) ss.

This instrument was signed and attested before me this 15th day of November, 2012, by Lourdes Dominguez.



[Signature]
Notary Public for State of Arizona
My Commission Expires: JAN 23 2014

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 _____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

By: _____
Anthony Hyde, Chair

By: _____
Earl Fisher, Commissioner

By: _____
Henry Heimuller, Commissioner

Parcel 1 - Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A tract of land lying in Lot 16, Block 1, FISHHAWK LAKE ESTATES lying in the NW 1/4 of Section 6, Township 6 North, Range 5 West, W.M., Columbia County, Oregon and being a portion of that property described in that Warranty Deed to Lourdes Dominguez recorded June 6, 2005 as Fee No. 2005-007483 of Columbia County Clerk's Office; the said parcel being that portion of said property lying between lines at right angle to the center line of Fishhawk Road at Engineer's Stations 5+40 and 5+85 and included in a strip of land 52 feet in width on the northwesterly side of the center line of said Fishhawk Road, which center line is described below:

Beginning at Engineer's center line Station 0+00, said station being South 45°48'30" West 554.60 feet from a 5/8 inch iron rod found at the southeast corner of Lot 15, Block 1 of said FISHHAWK LAKE ESTATES; thence North 71° 12' 07" East 100.00 feet; thence on a 409.26 foot radius curve left (the long chord of which bears North 52° 27' 16" East 263.07 feet) 267.82 feet; thence North 33° 42' 26" East 183.30 feet; thence on a 520.87 foot radius curve right (the long chord of which bears North 52° 53' 44" East 342.39 feet) 348.88 feet to Engineer's center line Station 9+00.

This parcel of land contains 704 square feet, more or less.

Parcel 2 – Permanent Easement for Slopes and Drainage

A tract of land lying in Lot 16, Block 1, FISHHAWK LAKE ESTATES lying in the NW 1/4 of Section 6, Township 6 North, Range 5 West, W.M., Columbia County, Oregon and being a portion of that property described in that Warranty Deed to Lourdes Dominguez recorded June 6, 2005 as Fee No. 2005-007483 of 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 northwesterly side of the center line of said Fishhawk Road, which center line is described below:

Beginning at Engineer's center line Station 0+00, said station being South 45°48'30" West 554.60 feet from a 5/8 inch iron rod found at the southeast corner of Lot 15, Block 1 of said FISHHAWK LAKE ESTATES; thence North 71° 12' 07" East 100.00 feet; thence on a 409.26 foot radius curve left (the long chord of which bears North 52° 27' 16" East 263.07 feet) 267.82 feet; thence North 33° 42' 26" East 183.30 feet; thence on a 520.87 foot radius curve right (the long chord of which bears North 52° 53' 44" East 342.39 feet) 348.88 feet to Engineer's center line Station 9+00.

Station	to	Station	Width on Northwestern Side of Center Line
4+35		5+10	50.00
5+10		5+80	50.00 in a straight line to 30.00

This parcel of land contains 1982 square feet, more or less

Bearings are based upon the Oregon Coordinate System of 1983(Cors96), north zone.

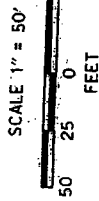
SEC. 6, T. 6 N., R. 5 W., W.M.

FISHHAWK
LAKE

FISHHAWK

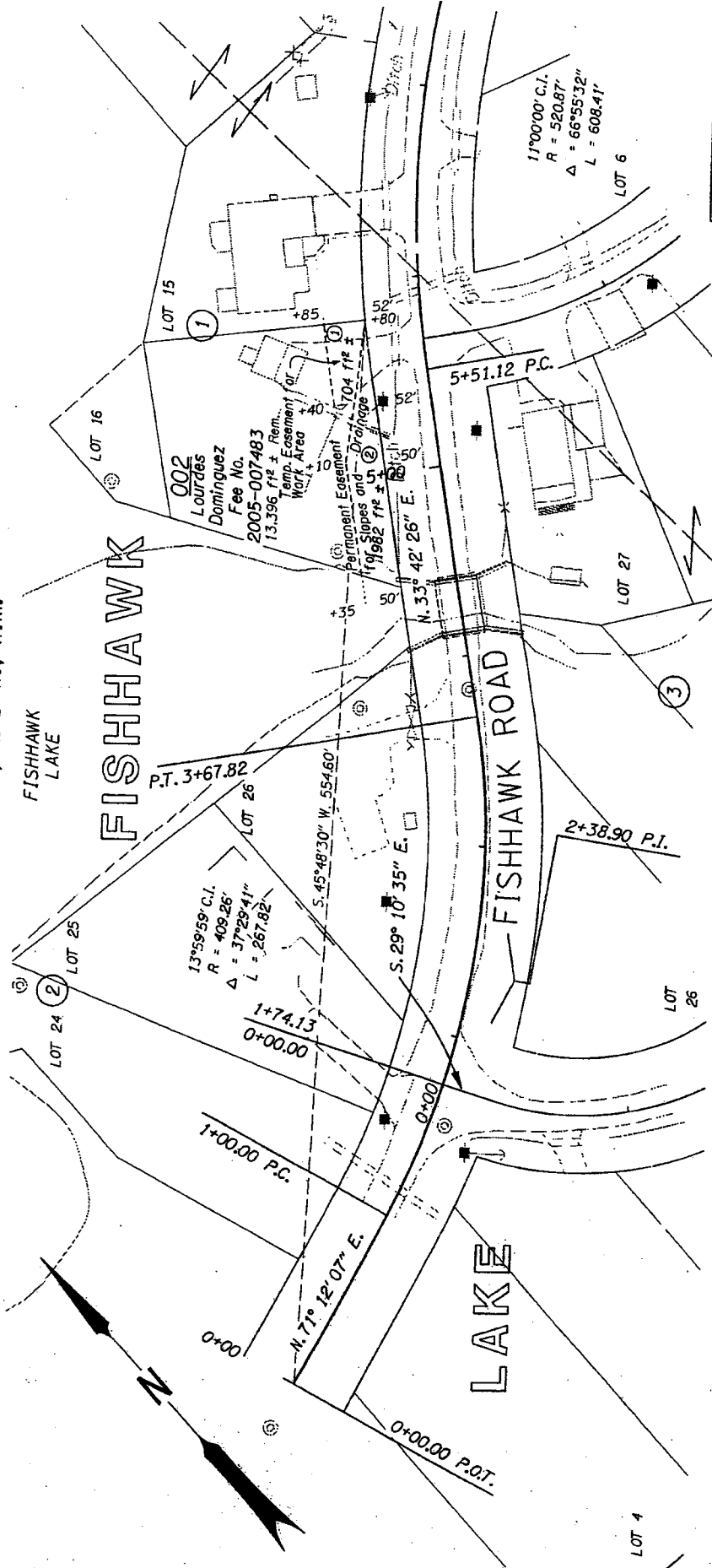
LAKE

FISHHAWK ROAD



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

ESTATES



OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
ENGINEERING
SKETCH MAP

Section Highway
County Columbia County
Purpose Temporary Easement for Work Area Permanent Easement for Slopes and Drainage

Scale	1" = 50'
Date	June 2011
File	002

EXHIBIT "B"

GRANTOR'S NAME AND ADDRESS:

Lourdes Dominguez
1964 E. Lodge Drive
Tempe, AZ 85283

AFTER RECORDING, RETURN TO GRANTEE:

Office of County Counsel
Columbia County Courthouse
230 Strand, Room 318
St. Helens, OR 97051

TEMPORARY CONSTRUCTION EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION in the amount of **Four Hundred One and No/100 Dollars (\$401.00)**, Lourdes Dominguez, hereinafter Grantor, does hereby grant unto **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter Grantee, its officers, agents, employees, successors, assigns, contractors, and subcontractors, a temporary easement in, upon, through, over, under and across the property described and depicted as Parcel 1 on Exhibits A and B attached hereto and by this reference incorporated herein, hereinafter "the Easement Site", which is situated in said County.

This grant of temporary right to use and occupy is given for the purpose of permitting Columbia County, its officers, agents, employees, successors, assigns, contractors, and subcontractors, to use the Easement Site for constructing improvements for the **Fishhawk Road Bridge Replacement Project**. In connection therewith, Grantee may remove any trees, shrubs or other materials necessary or convenient to accomplish said purposes. The Grantor also grants to the Grantee, its officers, agents, employees, successors, assigns, contractors, and subcontractors the right to use construction equipment at the Easement Site.

IT IS UNDERSTOOD that the easement rights herein granted shall become effective on the date last signed below and shall terminate **three (3) years** from said date, or when construction on the property is completed, whichever is earlier.

IT IS ALSO UNDERSTOOD that the easement herein granted does not convey any right or interest in the Easement Site except as stated herein, nor prevent Grantor from the use of said Easement Site; provided, however that such use does not interfere with the rights herein granted.

In addition, the Grantee, its successors, assigns, agents, contractors, and employees, agree to the following conditions of entry:

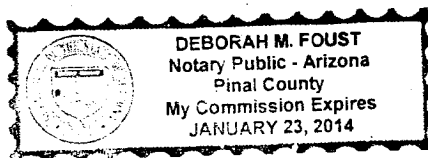
- 1) **INDEMNIFICATION.** Subject to the limitations and conditions of the Oregon Constitution and ORS 30.260 to 30.300, the Grantee agrees to indemnify Grantor from all claims made for injury to person or property caused by Grantee's negligence during the actual use by Grantee of the property for any of the above-described purposes.
- 2) **DAMAGE TO PROPERTY.** Grantee shall exercise care to avoid damaging the Easement Site in any manner not consistent with the purpose for which this easement is issued.
- 3) **COOPERATION WITH GRANTOR.** Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which this easement is granted.
- 4) **CLEANUP.** Upon completion of the project, Grantee shall clean the easement site of all rubbish, excess material, and equipment.
- 5) **ACCEPTANCE.** All parts of the easement site shall be left in acceptable condition.

IN WITNESS THEREOF, I have signed this document this 15th day of November, 2012.

Lourdes Dominguez
Lourdes Dominguez

STATE OF Arizona
County of Maricopa } ss.

The foregoing instrument was acknowledged before me this 15th day of November, 2012, by Lourdes Dominguez.



[Signature]
Notary Public for Arizona

My Commission Expires: January 23, 2014

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 _____ day of _____, 2012.

By: _____
Anthony Hyde, Chair

By: _____
Earl Fisher, Commissioner

By: _____
Henry Heimuller, Commissioner

Parcel 1 - Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

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This parcel of land contains 1982 square feet, more or less

Bearings are based upon the Oregon Coordinate System of 1983(Cors96), north zone.

EXHIBIT "B"

HANNA, McELDOWNEY & ASSOCIATES

8835 S.W. CANYON LANE, SUITE 405
PORTLAND, OR 97225
(503) 297-9588 Fax: (503) 297-2835

November 12, 2012

Project Property Number: 2

Lourdes Dominguez
1964 E. Lodge Drive
Tempe, AZ 85283

Subject: Letter of Agreement for a Temporary Construction Easement and a Permanent Easement for Slopes and Drainage at Tax Lot 6N5W06-BC-01800 for the Fishhawk Road Bridge Replacement Project

Dear Lourdes Dominguez:

Columbia County is planning to replace the Fishhawk Road Bridge at Fishhawk Lake. As you are aware, your property located at 71589 Fishhawk Rd. will be affected by this project. A Temporary Construction Easement and a Permanent Easement for Slopes and Drainage is required in order to give Columbia County the legal right to construct the necessary improvements.

In exchange for executing the documents and granting the Temporary Construction Easement containing 704 s.f., more or less, and the Permanent Easement for Slopes and Drainage containing 1,982 s.f., more or less, and subject to final approval by Columbia County, the County agrees to the following:

1. To compensate you, in full, the sum of \$401.00 for the Temporary Construction Easement.
2. To compensate you, in full, the negotiated sum of \$5,744.00 for the Permanent Easement for Slopes and Drainage.
3. To compensate you, in full, the sum of \$573.00 for all improvements within the easement area.
4. The downspouts and sump pump drainage pipes will be adjusted as needed to facilitate draining into the new drainage ditch.
5. To plant as reasonably close as possible according to the planting plan sheet number GN dated 11-6-2012, attached hereto.
6. To maintain reasonable access to the property at all times during construction.
7. To clean up all construction debris at the conclusion of the project.

8. To close the transaction in escrow by the escrow agent if required by Columbia County. Prior to closing, each party will deposit with the escrow agent the funds, documents and instructions necessary for closing. The cost of escrow and expenses incidental to transfer of the real property interests shall be paid by the County. The Owner is responsible to perfect the title to the property, where required. If Columbia County chooses to close this transaction outside of escrow, the property owner will supply the necessary documents to complete the transaction.
9. 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.

No other compensation shall be sought or offered.

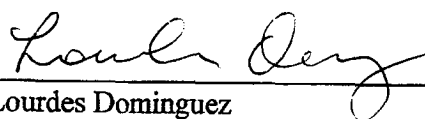
The total compensation for the above property rights is **Six Thousand Seven Hundred Eighteen and No/100 Dollars (\$6,718.00).**

Payment will be made 60 to 90 days from the date of approval and acceptance by Columbia County.

Thank you,



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

 11-15-12

Lourdes Dominguez Date

Approved By: _____
Columbia County Representative Date

??V-??

Sec. 6, T.6N, R.5W, W.M.

104

TREE PLANTING NOTES

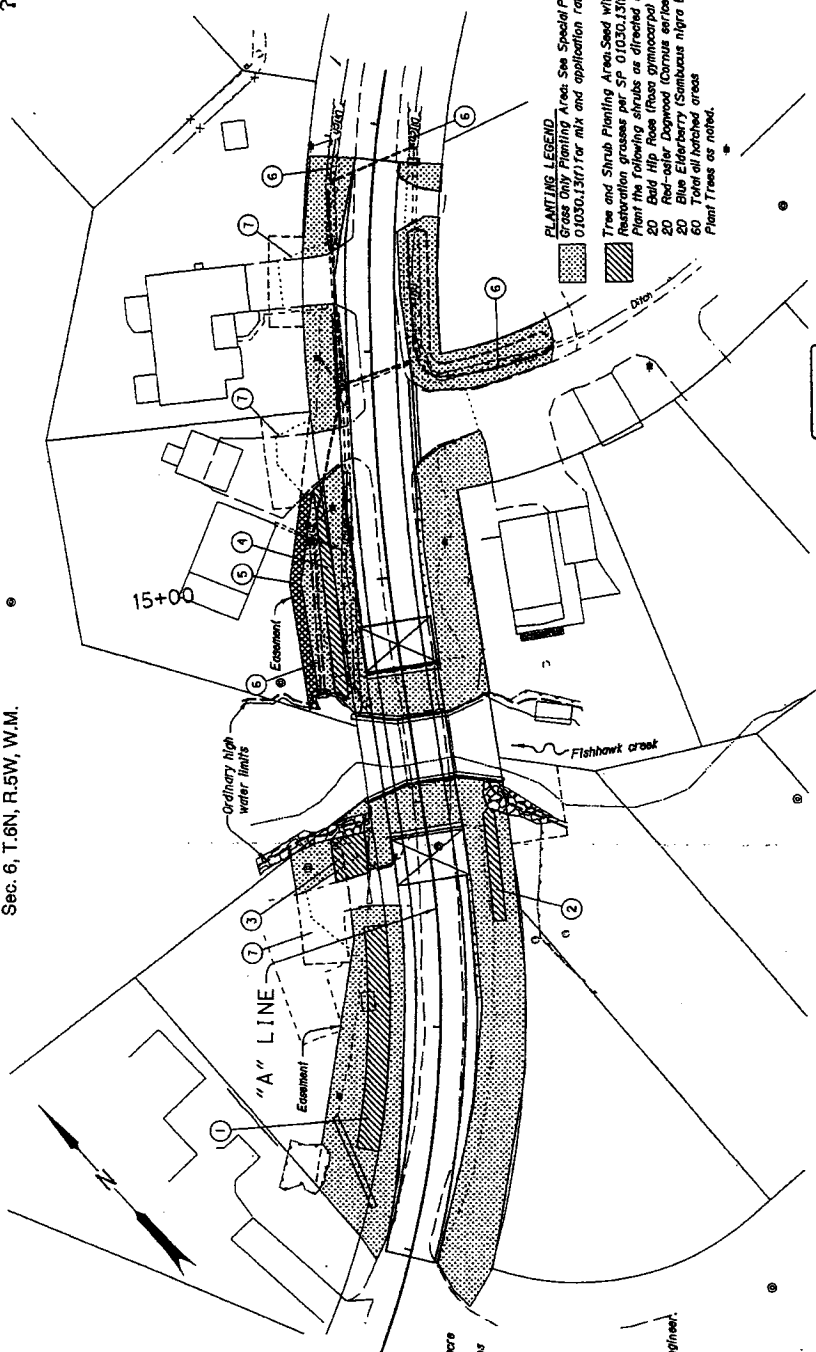
1. Plant 5 Pacific dogwood (*Cornus nuttallii*) two gallon container plants (in line) parallel to roadway on 20' centers
2. Plant 4 Douglas fir (*Pseudotsuga menziesii*) seedlings on 10' centers near creek
3. Plant 2 Western Hemlock (*Tsuga heterophylla*) seedlings on 10' centers near creek
4. Plant 2 Western red cedar (*Taxus pilata*) seedlings on 10' centers near creek
5. Plant 5 Vine maple (*Acer circinnatum*) two gallon container plants throughout area
6. Plant 5 Pacific dogwood (*Cornus nuttallii*) two gallon container plants (in line) parallel to roadway on 20' centers
7. Plant 20 California wax myrtle (*Myrica californica*) (Canby Wilbur) 2 gallon container plants per the at set hedge detail below
8. Seed all ditches and water quality swales with water quality seed mix per 01030.13(1) @ 100 lbs./acre
9. Restore disturbed areas to pre-construction conditions

GENERAL NOTES

1. Set trees and shrubs a minimum of 6 feet from traffic barriers and edge of pavement.
2. Seed any other disturbed areas with erosion control mix per 01030.13(1) at 100 lbs./acre.
3. Do not use plant tablets in container or seedling planting holes within 50' of OHW.
4. Final trees and shrub locations as directed by the engineer.

PLANTING LEGEND

- Grass Only Planting Area: See Special Provision (SP) 01030.13(1) for mix and application rate.
- Tree and Shrub Planting Area: Seed with Restoration grasses per SP 01030.13(1). Planting holes to be as directed by the engineer.
- 20 Red-leaf Dogwood (*Cornus sericea* L.)
- 20 Red-leaf Dogwood (*Cornus sericea* L.)
- 20 Blue Elderberry (*Sambucus nigra* L. ssp. *canadensis*)
- 60 Total all hatched areas
- Plant Trees as noted.



ADVANCE COPY
SUBMIT TO OWNER

OREGON DEPARTMENT OF TRANSPORTATION

Parametrix

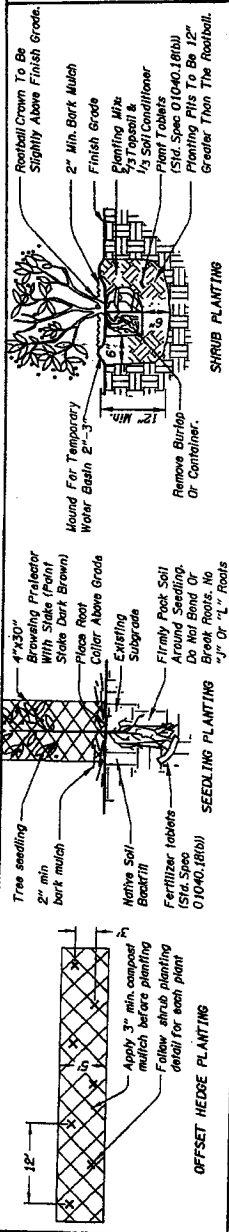
FISHHAWK ROAD (FISHAWK CREEK) BRIDGE
FISHAWK ROAD
COLUMBIA COUNTY

Reviewed by: Randy Howe
Designed by: Michael Cunningham
Drawn by: James Thompson

PLANTING PLAN

SHEET NO. GN

PLANTING DETAILS



16041p-pmx.plt 11/6/2012 1:06:07 AM rickson