

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Acquiring a Temporary Construction)
Easement from Nelson and Hatae Boyer)
for the Replacement of Fishhawk Road Bridge) ORDER NO. 57-2012

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 Nelson and Hatae Boyer under the authority of ORS 35.605 for a temporary construction easement to successfully complete 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 Temporary Construction Easement, which is attached hereto as Exhibit 1; and

WHEREAS, by Letter of Agreement, a copy of which is attached hereto as Exhibit 2, Nelson and Hatae Boyer have agreed to grant the temporary easement to the County in consideration of the payment of Six Hundred dollars (\$600.00).

NOW, THEREFORE, it is hereby ordered as follows:

1) Columbia County accepts the Temporary Construction Easement from Nelson and Hatae Boyer, as described in Exhibit 1, which is attached hereto and incorporated herein by this reference.

2) The acquisition of the above easement 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.

3) In consideration for the temporary easement, the Board of County Commissioners directs the County Public Works Director to coordinate the payment of Six Hundred dollars (\$600.00) to Nelson and Hatae Boyer. The Finance Department is directed to issue a check to Nelson and Hatae Boyer upon the request of the Public Works Director.

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

5) The Chair of the Board of County Commissioners is authorized to sign the Letter of Agreement with Nelson and Hatae Boyer, attached hereto as Exhibit 2 and incorporated herein by this reference, on behalf of the County.

6) The easement described in Exhibit 1 shall be recorded in the deed records of the Columbia County Clerk without costs.

DATED this 19th day of December, 2012.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

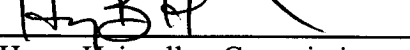
Approved as to Form:

By: 

Office of County Counsel

By: not present
Anthony Hyde, Chair

By: 
Earl Fisher, Commissioner

By: 
Henry Heimuller, Commissioner

GRANTOR'S NAME AND ADDRESS:

Nelson L. Boyer and Hatae Boyer
 71593 Fishhawk Rd.
 Birkenfeld, OR 97016

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 **Six Hundred and No/100 Dollars (\$600.00)**, **Nelson L. Boyer and Hatae Boyer**, 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 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.

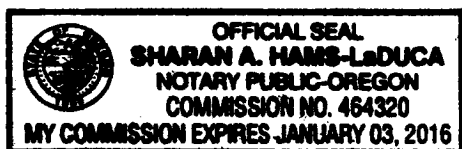
IN WITNESS THEREOF, I have signed this document this 28 day of November, 2012.

Nelson L. Boyer
Nelson L. Boyer

Hatae Boyer
Hatae Boyer

STATE OF Oregon)
County of Columbia) ss.

The foregoing instrument was acknowledged before me this 28 day of November, 2012, by Nelson L. Boyer and Hatae Boyer.



Sharan A. Hams-Laduca
Notary Public for OREGON

My Commission Expires: January 3, 2016

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

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

A tract of land lying in Lot 15, 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 Bargain and Sale Deed to Nelson L. Boyer and Hatae Boyer recorded August 2, 2006 as Fee No. 2006-010174 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 6+15 and 6+50 and included in a strip of land 45 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.

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

This parcel of land contains 563 square feet, more or less.

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

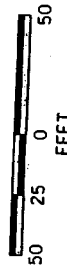
FISHHAWK
LAKE

FISHHAWK

LAKE

FISHHAWK ROAD

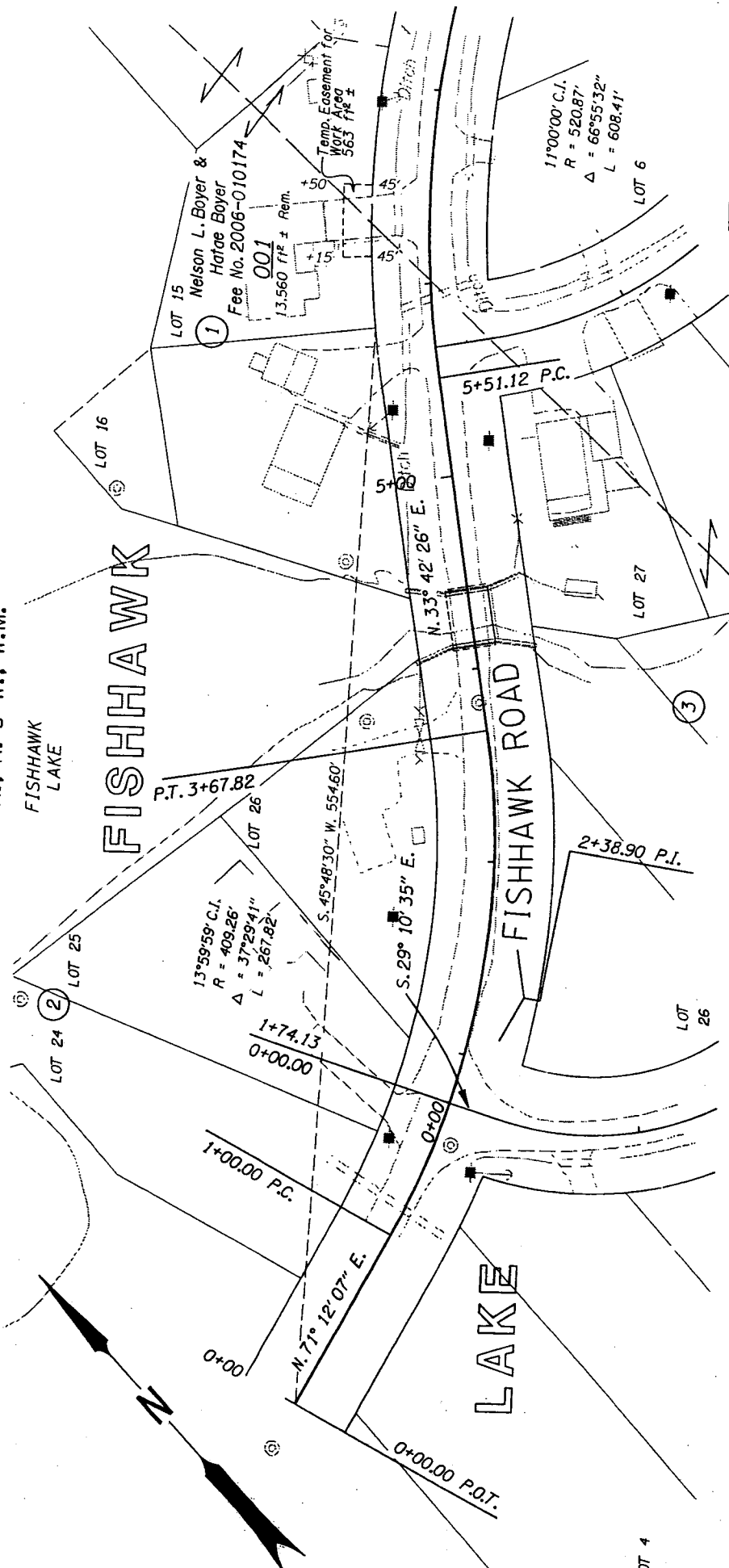
SCALE 1" = 50'



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

OREGON DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ENGINEERING SKETCH MAP	Section	Fishhawk Bridge Replacement Project		
	Highway	Fishhawk Road		
	County	Columbia County		
	Purpose	Temporary Easement for Work Area		
		Scale	1" = 50'	
		Date	June 2011	
		File	001	

EXHIBIT "B"



HANNA, McELDOWNEY & ASSOCIATES

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

November 20, 2012

Project Property Number: 1

Nelson and Hatae Boyer
71593 Fishhawk Rd.
Birkenfeld, OR 97016

Subject: Letter of Agreement for a Temporary Construction Easement at Tax Lot
6N5W06-BC-01700 for the Fishhawk Road Bridge Replacement Project

Dear Nelson L. Boyer and Hatae Boyer:

Columbia County is planning to replace the Fishhawk Road Bridge at Fishhawk Lake. As you are aware, your property located at 71593 Fishhawk Rd. will be affected by this project. A Temporary Construction Easement 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 Temporary Construction Easement containing 563 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 \$345.00 for the Temporary Construction Easement.
2. To compensate you, in full, the sum of \$255.00 for all improvements within the easement area.
3. To use 18" pipe instead of 12" pipe for the section that runs alongside the roadway in front of the property and underneath the driveway.
4. To dig out the remaining section of ditch along the roadway and extend the ditch to the intersection of Fishhawk Road and Westward Way.
5. To maintain reasonable access to the property at all times during construction.
6. To clean up all construction debris at the conclusion of the project.
7. 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.

8. 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.

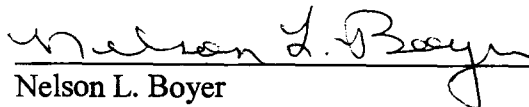
The total compensation for the above property rights is **Six Hundred and No/100 Dollars (\$600.00)**.

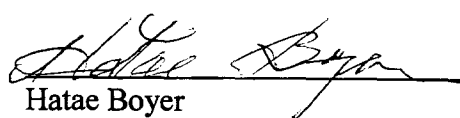
Payment will be made 60 to 90 days from the date of approval and acceptance by Columbia County.

Thank you,



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

 11/28/2012
Nelson L. Boyer Date

 11/28/12
Hatae Boyer Date

Approved By: _____
Columbia County Representative Date