

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying a Permanent Easement)
for Slopes and a Temporary Construction Easement)
to the State of Oregon Department of Trans-)
portation for a Bicycle and Pedestrian Path on)
Highway 30/B Street at the Rainier Transit Station)
_____)

ORDER NO. 21-2013

WHEREAS, ORS 271.310 provides that a political subdivision may sell, exchange, convey or lease all or any part of their interest in the property to a governmental body or private individual or corporation, if the public interest will be furthered; and

WHEREAS, Columbia County owns certain real property known as the Rainier Transit Station, located at 207 West B. Street, Rainier, Oregon (Tax Map # 7N2W16-DB-01800); and

WHEREAS, the State of Oregon, by and through its Department of Transportation ("ODOT" or the "State"), is developing a bicycle and pedestrian path along Highway 30/B Street; and

WHEREAS, to develop the path, ODOT requires a permanent easement for slopes along the southerly frontage of the site, containing approximately 1,013 square feet, and a temporary construction easement for staging, containing approximately 751 square feet, both of which are described in the Permanent Easement, attached hereto as Attachment 1 and incorporated herein by this reference; and

WHEREAS, the State has offered the County \$5,025.00 (five thousand, twenty-five dollars) as compensation for the easements.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1) The Board of County Commissioners for Columbia County accepts the compensation offered by the State and grants a permanent easement for slopes and a temporary construction easement to the State for the development of a bicycle and pedestrian path, as described in Attachment 1, across the County-owned real property at 207 West B. Street, Rainier, Oregon (Tax Map # 7N2W16-DB-01800); and

2) The temporary construction easement is subject to the State's compliance with the State's Obligation Agreement, attached hereto as Attachment 2 and incorporated herein by this reference, which the Board hereby approves; and

3) The Board of County Commissioners finds that granting the easements furthers the public interest by improving bicycle and pedestrian access to the transit center. Such improved access will complement and encourage transit use; and

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4) Upon delivery of the easements, the State shall have the document recorded in the office of the Columbia County Clerk and shall forward an executed, recorded copy to the offices of Columbia County Counsel.

DATED this 5th day of June, 2013.

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

Approved as to form

By: 

Office of County Counsel

By: 

Henry Heimuller, Chair

By: 

Anthony Hyde, Commissioner

By: 

Earl Fisher, Commissioner

ATTACHMENT 1

PERMANENT EASEMENT

COLUMBIA COUNTY, a political subdivision of the State of Oregon Grantor, for the true and actual consideration of \$ 5,025 , does grant to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct and maintain slopes, upon the property described as **Parcel 1 on Exhibit "A" dated 06/15/12**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that Grantee shall never be required to remove the slope materials placed by it on said property, nor shall Grantee be subject to any damages to Grantor and grantor's heirs, successors and assigns, by reason thereof, or by reason of any change of grade of the public way abutting on said property.

IT IS ALSO UNDERSTOOD that the easement herein granted does not convey any right or interest in the above-described property, except as stated herein, nor prevent Grantor from the use of said property; provided, however, that such use shall not be permitted to interfere with the rights herein granted or endanger the lateral support of the public way.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as **Parcel 2 on Exhibit "A" dated 06/15/12**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 7N2W16-DB-01800

Property Address: 207 West B. Street
Rainer, OR 97048

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property, provided, however that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

SUBJECT TO THE LIMITATIONS OF Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, Grantor against any liability for personal injury or damage to life or property arising from Grantee's negligent activity under this easement provided, however, Grantee shall not be required to indemnify Grantor for any such liability arising out of the wrongful acts of Grantor, its officers, employees or agents.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this day of _____, 20_____.

**COLUMBIA COUNTY, a political subdivision of the
State of Oregon**

By _____
Chairperson

By _____
County Commissioner

By _____
County Commissioner

STATE OF OREGON, County of _____

Dated _____, 20____. Personally appeared _____,
_____, and _____, who, being sworn, stated that they
are the Chairperson and County Commissioners of Columbia County, a political subdivision of the State of Oregon, and that
this instrument was voluntarily signed on behalf of the County by authority of an order of the Board of Commissioners.

Before me:

Notary Public for Oregon
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

PARCEL 1 - Permanent Easement for Slopes

A parcel of land lying in the NW¼ SE¼ of Section 16, Township 7 North, Range 2 West, W.M., Columbia County, Oregon and being a portion of that property described in that Deed to Columbia County, a political subdivision of the State of Oregon, recorded November 8, 2006, Fee No. 2006-014613, Columbia County Clerk's Office; the said parcel being that portion of said property included in a strip of land 40.50 feet in width, lying on the Northerly side of the center line of the relocated Lower Columbia River Highway, which center line is described as follows:

Beginning at Engineer's center line Station 2374+83.27 P.T., said station being 223.41 feet South and 161.56 feet West, of the Northeasterly corner of Block 42 of MOECK'S ADDITION TO THE CITY OF RAINIER, Columbia County, Oregon, marked by an iron rod with yellow plastic cap stamped "DEWEY SURVEY INC."; thence South 73°26'19" East 547.03 feet to Engineer's centerline Station 2380+30.30; thence South 73°37'16" East 548.16 feet to Engineer's centerline Station 2385+78.46; thence South 72°36'24" East 1,850.00 feet to Engineer's centerline Station 2404+28.46.

EXCEPT therefrom that property designated as Parcel 2 and described in that document titled Easement(s) for Right of Way Purposes, recorded August 18, 2006, Fee No. 2006-011027, Columbia County Clerk's Office .

Bearings are based on that Right-of-Way Resolution Survey and Control Map for the Lower Columbia River Highway, Owl Creek to Larson Rd., by David Evans and Associates, Inc., recorded as County Survey No. 4715, Columbia County, Oregon.

This parcel of land contains 1013 square feet, more or less outside of the existing right of way.

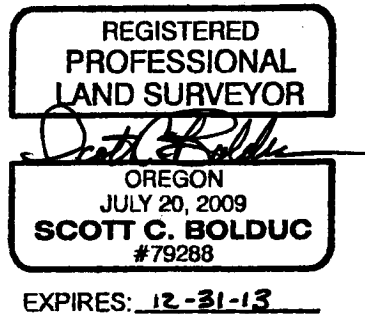
PARCEL 2 - Temporary Easement for Work Area (3 years or duration of project, whichever is sooner)

A parcel of land lying in the NW¼ SE¼ of Section 16, Township 7 North, Range 2 West, W.M., Columbia County, Oregon and being a portion of that property described in that Deed to Columbia County, a political subdivision of the State of Oregon, recorded November 8, 2006, Fee No. 2006-014613, Columbia County Clerk's Office; the said parcel being that portion of said property included in a strip of land 45.50 feet in width, lying on the Northerly side of the center line of the relocated Lower Columbia River Highway, which center line is described in Parcel 1.

EXCEPT therefrom Parcel 1.

ALSO EXCEPT therefrom that property designated as Parcel 2 and described in that document titled Easement(s) for Right of Way Purposes, recorded August 18, 2006 , Fee No. 2006-011027, Columbia County Clerk's Office .

This parcel contains 751 square feet, more or less outside the existing right of way.



ATTACHMENT 2

STATE'S OBLIGATION(S) AGREEMENT

File No.: 7567006

Date: April 26, 2013

The State Agrees to:

- 2) **DAMAGE TO PROPERTY.** Grantee shall exercise care to avoid damaging the temporary easement site in any manner not consistent with the purpose for which the easement is granted.
- 3) **COOPERATION WITH GRANTOR.** Grantee shall at all times cooperate with Grantor and comply with reasonable requests not inconsistent with the purpose for which the easement is granted.
- 4) **CLEANUP.** Upon completion of the project, Grantee shall clean the temporary easement site of all rubbish, excess material, and equipment.
- 5) **ACCEPTANCE.** All parts of the temporary easement site shall be left in acceptable condition.

Any construction lying outside of the traveled portion and shoulders but within the right of way of the highway which is made for the use and benefit of the remaining property, either under the terms of this agreement or the construction plans, shall be completed in conformance with normal engineering construction practices and hereafter shall be maintained or reconstructed by the property owner in accordance with ORS 374.305, et seq. and OAR 734-051-0010 to 051-0400, OAR 734-055-0050 to 055-0600 and other applicable statutes and regulations.

It is understood and agreed that State's performance of this agreement shall be a portion of the consideration for the concurrent real property transaction evidenced by deed between Grantors and State. This agreement shall not be effective or binding until Grantors receive notice from the State accepting the conveyance of the real property interests.

Columbia County, a political subdivision of the State of Oregon

Date

Oregon Dept. of Transportation Rep. State of Oregon

Date