

W. 8. C-4  
03-7-23-5

## AGENDA COVER MEMO

---

DATE: July 7, 2003

TO: Lane County Board of Commissioners

DEPT.: Public Works

PRESENTED BY: Frank Simas  
Right of Way Manager

AGENDA ITEM TITLE: In the Matter of Approving a License Agreement with Roseburg Resources Company Covering the Walton Solid Waste Transfer Site.

---

### I. MOTION

THAT THE ORDER BE ADOPTED APPROVING A NEW LICENSE AGREEMENT WITH ROSEBURG RESOURCE COMPANY, AND THAT THE COUNTY ADMINISTRATOR BE AUTHORIZED TO EXECUTE THE LICENSE AGREEMENT.

### II. ISSUE OR PROBLEM

The present license agreement will expire on August 1, 2003.

### III. DISCUSSION

#### A. Background

This Solid Waste Transfer Facility was constructed in 1973 by Lane County on land owned by International Paper Company. The land has been leased under successive agreements since that time. Roseburg Resources Company purchased the land along with most of International Paper Company's western Oregon holdings in 1996.

This facility is situated about 0.5 mile west of Nelson Mountain Road along Highway 126 in Walton. It is the only such facility between Veneta and Mapleton.

B. Analysis

This is a low-volume transfer facility that is only open on Saturdays. It averages 11 customers per operating day, and the annual expenses exceed the revenues generated. However, it still fills a public need for the people in this rural area. It is to be expected that dumping on private land would increase if the facility were closed.

The proposed license calls for annual payments of \$100.00. The terms of the agreement are considered to be favorable for the County.

C. Alternatives/Options

The alternative would be to not approve the proposed agreement. The County would then need to close the facility, incurring some expense and discontinuing service to the community, or to rebuild at another location.

D. Recommendations

It is recommended that the Board approve entering into this license agreement, and that the County Administrator be authorized to sign a license agreement in the form on the attached on behalf of the County.

IV. IMPLEMENTATION/FOLLOW-UP

Upon approval of the Board, the license agreement will be returned to Right of Way Management for further processing.

V. ATTACHMENTS

License Agreement



# LICENSE TO USE REAL PROPERTY

Roseburg Resources Co., whose mailing address is P.O. Box 1088, Roseburg, OR 97470, authorized to do business in the State of Oregon (herein called Licensor), in consideration of the covenants of Lane County, whose mailing address is 125 East 8<sup>th</sup> Ave., Eugene, OR 97401, (herein called Licensee), and in further consideration of the payment by Licensee of the sum of \$100.00 per year, does hereby grant to Licensee a license to use and occupy certain property situated in Lane County in the State of Oregon and more particularly described as follows:

A parcel of land containing approximately 0.94 acres located in the west half (W1/2) of the southeast quarter (SE1/4) and lying north of County Road No. 13 in Section 1, Township 18 South, Range 8 West, of the Willamette Meridian in Lane County, Oregon. Portion of tax lot 500 on Lane County Assessor Map No. 18-08-01. The approximate location is shown on Exhibit "B", which is attached hereto and by this reference made a part hereof.

It is understood that this license is solely for the following purpose:

### Operation and maintenance of rural solid waste transfer site

It is understood that the granting of this license does not and is not intended to establish the relationship of landlord and tenant, nor does it in any way give the undersigned Licensee an interest in the real property described above.

It is further understood and agreed that this license is revocable at the will of Licensor, and revocation shall date from the giving of a written notice of revocation to Licensee by the Licensor, and thereafter occupancy of said above-described property by the Licensee shall constitute trespass.

In the event of a revocation of the license before the expiration of its term, Licensor will refund to the Licensee the unearned or pro rata portion of the license fee set forth above.


This license is subject to the conditions attached hereto as Exhibit "A", which conditions are incorporated herein by reference.

Permit Expiration Date: August 1, 2008

Licensor and Licensee hereby agree to all terms stated above.

Dated this \_\_\_ day of \_\_\_\_\_, 2003

By Licensee \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By Licensor   
Title Mgr Land & Timber  
Date 6/24/03

## EXHIBIT "A"

### CONDITIONS TO LICENSE

1. Use of the licensed premises is solely for the purpose or purposes set forth in the forgoing license. Any other use of the licensed premises requires the prior written consent of Licensor.
2. Licensee may not cut or remove timber from the licensed premises.
3. Licensee, its agents and employees, shall have free ingress and egress to the premises over lands owned by Licensor, as long as such ingress and egress is necessary to reach the premises and is limited to roads already on the property, unless another route is designated by Licensor. Access is to be used solely in connection with the purposes for which this license has been granted. Licensee covenants to maintain any security measures already employed on Licensor's lands (i.e. keep gates locked).
4. Licensor shall first approve any physical improvements on said premises in writing. No costs shall be borne by Licensor in making any physical improvements and any such improvements that are made by Licensee shall become the sole and exclusive property of Licensor. Any personal property, however, shall be the property and remain the property of Licensee unless abandoned. All improvements will be made by licensed contractors and be installed to industry standards including procurement of County building permits and inspections as required by County Code.
5. Licensee will take all reasonable precautions to avoid starting any fires and will make every reasonable effort, at its sole expense, to control, extinguish or prevent the spread of fire on, to or from the licensed premises, Licensee shall immediately report to Licensor any fire which may arise upon or threaten the licensed premises or adjoining lands owned by Licensor.
  - a. Notwithstanding the foregoing provisions of this Item, Licensee has represented to Licensor by the certificate of insurance on Exhibit "C" attached hereto and made a part hereof, that Licensee is a self-insuring entity. Licensor is willing to accept Licensee self-insurance so long as Licensee maintains self-insurance through out term of the license. In the event Licensee does not remain a self insured entity or materially changes its self insurance financial requirement, Licensee will provide notice of such change thirty (30) days prior to such change and upon notification, Licensor shall have the option to require additional insurance.
6. Licensee shall give Licensor at least thirty (30) days notice, in writing, of the intention to terminate this license prior to the expiration date. If Licensee desires to extend this license at the termination hereof, Licensee shall make application to Licensor for an extension of this license. Any such extension shall be in writing and signed by Licensor and Licensee.
7. Licensee assumes all responsibility for its activities and operations on the licensed premises and shall take all reasonable precautions to prevent injury to any person or their property coming upon the licensed premises, including employees, agents and contractors of Licensee and Licensor. Licensee shall conduct all of its operations in a safe and workmanlike manner, at its own cost, expense and risk. These indemnity obligations are subject to the provisions of the Oregon constitution, Article XI, Section 10, and the limitations of the Oregon Tort Claims Act.
8. Licensee shall be obligated to obtain all necessary permits and comply with all laws, ordinances, statutes, rules and regulations, whether they be national, state or local, including all laws and regulations relating to environmental requirements, as they pertain to the manner in which Licensee shall operate upon and use the licensed premises, including any construction Licensee may undertake.

The indemnity provision in the paragraph above shall cover any actions, fines or penalties for failure to comply with any such laws, ordinances, rules or regulations.

9. Licensee shall not assign this License, in whole or in part, to any other person or party, whether natural or corporate.
10. All notices required herein shall be in writing and may be served personally or sent by registered or certified mail, return receipt requested.

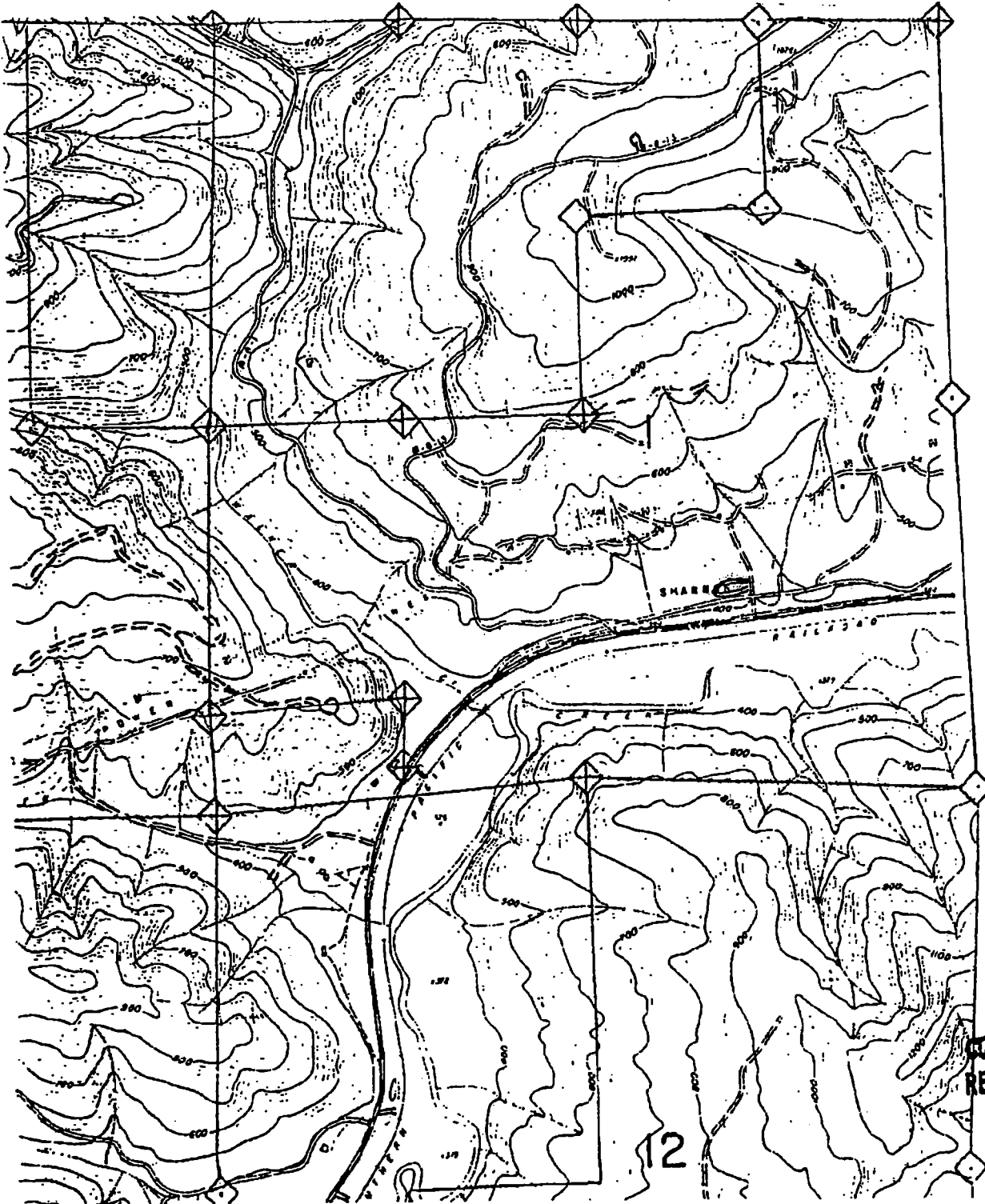
The conditions attached to the forgoing license are understood and the same are accepted without reservation.

---

Licensee

Exhibit B

18S 8W



CORNER INFORMATION  
REVISED ON 1-1-93

12



## LANE COUNTY

HUMAN RESOURCES DIVISION / 125 EAST 8TH AVENUE / EUGENE, OR 97401-2968  
Phone (541) 682-3665/ Fax: (541) 682-4290

---

June 24, 2003

Roseburg Resources Co.  
Attn: Phil Adams  
711 Port Dock Road  
Reedsport OR 97467

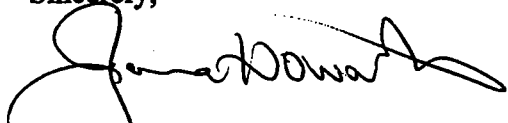
RE: Certificate of Insurance for the Lane County's use of the Walton Transfer Site

As empowered by ORS 30.260 through 30.300, and specifically ORS 30.282, Lane County has elected to become self-insured. Having qualified as such under ORS 486.570, Lane County is self-insured, and as such offers this letter as a certificate of insurance. The Oregon Tort Claims Act (ORS 30.270) limits are presently at \$500,000 per occurrence.

Lane County is self-insured for our Workers' Compensation program.

Copies of existing insurance supplementing our self-insured status will be provided upon request.

Sincerely,



Jana Howarth, Senior Office Assistant  
Human Resources & Management Services