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AGENDA COVER MEMO

DATE: October 20, 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 Granting a Temporary Easement to
the State of Oregon on County Owned Land.

I. MOTION

THAT THE RESOLUTION AND ORDER BE ADOPTED CONVEYING A TEMPORARY EASEMENT TO THE STATE OF OREGON ON A PARCEL OF COUNTY OWNED LAND (TAX LOT 17-03-33-44 300).

II. ISSUE OR PROBLEM

The State of Oregon has requested an easement across 0.64 acres (27,878 square feet) along the western edge of the Lane County Waste Management Facility in Glenwood. The State has offered to pay the County a consideration of \$3,000.00 for the easement.

III. DISCUSSION

A. Background

The Oregon Department of Transportation (ODOT) will be reconstructing the I-5 bridge over the Willamette River during the next several years and they require an easement over a portion of the County's Glenwood Transfer Station Site to accommodate a by-pass bridge.

This item was presented to the Board by Resolution and Order 03-9-10-4 in September as a Permanent Easement and the Board requested it be brought back to them as a Temporary Easement.

B. Analysis

ODOT has agreed to the Temporary Easement for a period of ten years which will allow them to construct, maintain and operate a temporary I-5

detour bridge. When the permanent 1-5 replacement bridge becomes operational, ODOT will remove the temporary 1-5 detour bridge and slopes within one year,

The easement area is over the westerly 100 feet of the County property. The area is unimproved, lies outside the fenced boundary of the Transfer Station, and is located entirely within an existing power line easement to Pacific Power and Light dating from 1962.

The land covered by the easement is not needed for County use now or in the foreseeable future. Right of Way Management staff have reviewed the offer and determined that \$3,000.00 is reasonable compensation.

C. Alternative/Option

The Board has the right to accept or reject the granting of this easement.

D. Recommendation

It is recommended that the Board approve this Resolution and Order, and authorize the execution of the attached Temporary Easement.

IV. IMPLEMENTATION/FOLLOW-UP

Upon approval, Public Works staff will transmit the signed document to ODOT for recording and will deposit the proceeds from the sale into the Solid Waste Management Fund.

V. ATTACHMENTS

Temporary Easement
Exhibit A
State's Obligation(s) Agreement

**IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY
STATE OF OREGON**

RESOLUTION AND ORDER NO.

**(IN THE MATTER OF GRANTING A
(TEMPORARY EASEMENT TO THE
(STATE OF OREGON ON COUNTY
(OWNED LAND.**

THIS MATTER now coming before the Board of County Commissioners of Lane County, and the Board determining it is necessary and in the public's interest to grant a Temporary Easement to the State of Oregon, by and through the Oregon Department of Transportation (ODOT) to serve the needs of the public and in connection with the replacement of the Interstate 5 Bridge over the Willamette River.

WHEREAS, ODOT needs an easement on a portion of County owned land that is used as the Glenwood Waste Management Transfer Station and is identified as Tax Lot 17-03-33-44 300; and

WHEREAS, State of Oregon in connection with the replacement of the Interstate 5 Bridge over the Willamette River, has agreed to pay the County \$3,000.00 for the easement; and

WHEREAS, such transactions are permitted pursuant to ORS 275.070; and

WHEREAS, the Board finds it in the best interest of the County to allow the temporary easement; **NOW THEREFORE**,

IT IS HEREBY RESOLVED AND ORDERED that the Board authorize the execution of the easement in favor of State of Oregon.

DATED this _____ day of _____, 20_____.

Peter Sorenson, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 11-12-03 lane county,

OFFICE OF LEGAL COUNSEL

TEMPORARY EASEMENT

LANE COUNTY, a political subdivision of the State of Oregon, Grantor, for the true and actual consideration of \$ 3,000.00, does grant to the **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a temporary easement for a detour road for public travel for a period of ten (10) years from the date hereof over and across the property described on **Exhibit "A" dated 11/04/2003** attached hereto and by this reference made a part hereof.

If any portion of the above-described property is surfaced, it is understood and agreed that at the expiration of said temporary easement, or completion of the project, and at the request of Grantor, Grantee shall restore the easement area to its existing condition, as nearly as practicable considering the use to be made of the property by Grantee.

IT IS UNDERSTOOD that the temporary 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 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 subject to limits of the Oregon Constitution and Oregon Tort Claims Act.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages 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.

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_____.

LANE COUNTY, a political subdivision of the State of Oregon

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner

STATE OF OREGON)
) ss.
County of Lane)

On _____, 20_____, personally appeared _____

who, duly being sworn, did say that they are members of the Board of Commissioners of Lane County, Oregon and that said instrument was signed and sealed in behalf of Lane County by authority of its Board of Commissioners; and they acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for Oregon

My Commission Expires: _____

Accepted on behalf of the Oregon Department of Transportation

Temporary Easement for Detour (7 Years or Duration of Permanent Replacement Bridge Project)

A parcel of land lying in the Zara Sweet D.L.C. No. 68, Township 17 South, Range 3 West, W.M., Lane County, Oregon and being a portion of that property described in that Warranty Deed to Lane County, recorded August 6, 1976 on Reel 806R, Instrument No. 7640388 of Lane County Official Records; the said parcel being that portion of said property included in a strip of land variable in width lying on the Easterly side of the center line of the Pacific Highway which center line is described as follows:

Beginning at Engineer's center line Station 563+00, said Station being 613.5 feet South and 494.6 feet East of the Southeast corner of the M. H. Harlow D.L.C. No. 57, Township 17 South, Range 3 West, W.M.; thence South $1^{\circ} 53' 30''$ West 2,515.62 feet; thence on a spiral curve left (the long chord of which bears South $0^{\circ} 33' 30''$ West 399.92 feet) 400 feet; thence on a 2,864.79 foot radius curve left (the long chord of which bears South $9^{\circ} 18' 06''$ East 717.44 feet) 719.31 feet; thence on a spiral curve left (the long chord of which bears South $19^{\circ} 09' 42''$ East 399.92 feet) 400 feet; thence South $20^{\circ} 29' 40''$ East 15.13 feet to Engineer's Station 603+50.06.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Easterly Side of Center Line
590+00		592+15.62	235 in a straight line to 223.30
592+15.62		596+30	223.30 in a straight line to 180

Bearings are based on an Oregon Department of Transportation survey. See Drawing No. 8B-2-15, dated June, 1956.

This parcel of land contains 0.64 acre, more or less.

STATE'S OBLIGATION(S) AGREEMENT

File No.: 7083004

Date: October 9, 2003

The purpose of this easement is to allow ODOT to construct, maintain and operate a temporary I-5 detour bridge. When the permanent I-5 replacement bridge becomes operational, then ODOT shall remove within one year, the temporary I-5 detour bridge and slopes.

ODOT will remove all construction debris at the time construction of the temporary bridge is complete and after removal of the temporary bridge from the easement area.

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 easement 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.

Dated this _____ day of _____, 2003

LANE COUNTY, a political subdivision of the State of Oregon

Commissioner

Commissioner

Commissioner

Commissioner

Commissioner