

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying a Temporary  
Construction Easement to the Oregon  
Department of Transportation for the  
Construction of a Curb Ramp at the  
Intersection of Highway 47 and Heather Lane  
in Vernonia, Oregon

ORDER NO. 22-2024

WHEREAS, ORS 271.400 authorizes the Board of Commissioners for Columbia County to convey any lands or rights vested in those lands to the State of Oregon, by and through a state agency, for carrying out the purposes of that agency, upon terms and conditions as may be agreed upon between the County and the state agency; and

WHEREAS, the County is the owner of certain real property located at the intersection of Highway 47 and Heather Lane as more particularly described in that deed recorded in the deed records of the Columbia County Clerk on November 3, 2005, as Fee No. 2005-014813 (“the Property”).

WHEREAS, the State of Oregon, by and through its Department of Transportation (“ODOT”), seeks to acquire a Temporary Construction easement across the Property for the purpose of constructing a curb ramp at the intersection of Highway 47 and Heather Lane; and

WHEREAS, The nature and extent of this proposed easement is more particularly described in the proposed easement a copy of which is attached hereto as Attachment 1; and

WHEREAS, Under the Terms of State’s Offer, a copy of which is attached hereto as Attachment 2, ODOT has agreed upon conveyance of the needed easement to pay the County compensation in the amount of Seven Hundred and Fifty Dollars(\$750.00);

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS:

1. The Board of Commissioners for Columbia County accepts the compensation offered by ODOT and grants a temporary construction easement to the State of Oregon acting by and through ODOT, as described in Attachment 1, attached hereto, and by this reference incorporated herein.
2. The temporary construction easement is subject to ODOT’s compliance with the Terms of the State’s offer attached hereto as Attachment 2 and by this reference incorporated herein.
3. The Board of County Commissioners finds that granting this easement furthers the public interest by improving bicycle and pedestrian access along Highway 47 and Heather Lane.

- 4. The Board authorizes its Chair to sign Attachment 2 on behalf of the County.
- 5. Upon signature by the Board of Commissioners and delivery of the easement to ODOT, ODOT shall have the easement recorded in the deed records of the Columbia County Clerk and shall forward an executed, recorded copy to the offices of Columbia County Counsel.

DATED this 5<sup>th</sup> day of June, 2024.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: Not Present  
Casey Garrett, Chair

By: [Signature]  
Kellie Jo Smith, Commissioner

By: [Signature]  
Margaret Magruder, Commissioner

Approved as to form:

By: [Signature]  
Office of County Counsel

## TEMPORARY EASEMENT

**COLUMBIA COUNTY, a political subdivision of the State of Oregon**, Grantor, for the true and actual consideration of \$ 750.00, does grant to the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a temporary easement for a work area for construction purposes, over and across the property described on **Exhibit "A" dated August 31, 2023**, 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 State of Oregon Department of Transportation's construction project, whichever is sooner.

IT IS ALSO 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.

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.

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.

Dated this 5<sup>th</sup> day of June, 2024.

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

ATTEST:

Debbi Klug  
County Clerk

By [Signature]  
Chairperson

By [Signature]  
County Commissioner

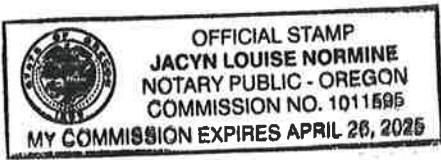
By \_\_\_\_\_  
County Commissioner

STATE OF OREGON, County of Columbia

Dated June 5, 2024. Personally appeared Kellie Jo Smith

Margaret Magruder, Debbie Klug, and \_\_\_\_\_, who, being

sworn, stated that they are the Chairperson, County Commissioners and County Clerk 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:



[Signature]  
Notary Public for Oregon  
My Commission expires April 26, 2025

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

A parcel of land lying in the NW¼NW¼ of Section 3, Township 4 North, Range 4 West, W.M., City of Vernonia, Columbia County, Oregon; the said parcel being that portion of that property described in that Deed to Columbia County, recorded November 3, 2005, Fee No. 2005-014813, Columbia County Clerk’s Office; the said parcel being that portion of said property included in a strip of land variable in width, located on the Easterly side of the center line of the relocated Nehalem Highway, which center line is described as follows:

Beginning at Engineer’s center line Station “ER” 49+68.89, said station being 1,420.90 feet South and 449.27 feet East of a 3 ¼ inch aluminum cap marking the Southeast corner of Section 33, Township 5 North, Range 4 West, W.M.; thence North 4°58’24” West 121.97 feet to Engineer’s center line Station “ER” 50+90.86.

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

Station	to	Station	Width on Easterly Side of Center Line
“ER” 50+90.00		“ER” 50+96.00	53.00
“ER” 50+96.00		“ER” 50+97.00	53.00 in a straight line to 34.00
“ER” 50+97.00		“ER” 51+10.00	34.00

Bearings are based on the Oregon Coordinate Reference System – Portland Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 57 square feet, more or less, outside the existing right of way.

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Andrew Joseph Silbernagel*  
 OREGON  
 MAY 12, 2011  
 ANDREW JOSEPH SILBERNAGEL  
 #79198

RENEWS: JUNE 30, 2024  
 SIGNED: 10/23/2023

**TERMS OF STATE'S OFFER**

**THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:**

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.
2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just compensation in order to provide sufficient title to the State.
3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property acquired and prorated as of the date of the acquisition.
4. As part of this acquisition for this Project, the State will require the following actions:

A. **Bonds.** The State and all subcontractors shall maintain a public works bond in full force and effect, as required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the construction contract. The contractor shall verify subcontractors have filed a public works bond and required insurance certificates before the subcontractor begins work. All construction shall be completed in conformance with standard engineering and construction practices.

B. **Utilities.** (Check appropriate box)

There will be no changes to public utilities to the property.

Public utilities will be reconnected to improvements on the remainder property, except for the following: \_\_\_\_\_.

Public utilities will be made available within the right-of-way adjacent to the remainder property, except for the following: \_\_\_\_\_.

Public utilities will not be available to the remainder property in the after.

If a public utility on the property is not reconnected, just compensation (payment) is provided.

C. **Access.** (Check appropriate box)

Access to the remainder property will remain the same.

There will be no access to the remainder property.

Access to the remainder property will remain the same, except for the following access:

**Access #1** located at: \_\_\_\_\_, is modified, relocated or closed as a result of:

the access modification letter dated: \_\_\_\_\_ (attached)

this Project as follows: \_\_\_\_\_.

**Access #2** located at: \_\_\_\_\_, is modified, relocated or closed as a result of:

the access modification letter dated: \_\_\_\_\_ (attached)

this Project as follows: \_\_\_\_\_.

**Access #3** located at: \_\_\_\_\_, is modified, relocated or closed as a result of:

the access modification letter dated: \_\_\_\_\_(attached)

this Project as follows: \_\_\_\_\_.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government's police powers.

The following access, **NA**, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

**D. Improvements.**

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **N/A**.

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: **N/A**.

**E. Fencing on the Property.**

Will not be affected.

Will be replaced as follows: \_\_\_\_\_.

Will not be replaced.

**F. Other terms of offer:**

ODOT will protect the concrete half-fence and gazebo. ODOT will replace in kind any hard surfaces (asphalt and concrete) in the temporary easement affected by the project.

5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder's office.
6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

*[See attached Signature page]*



SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

STATE OF OREGON, by and through its  
DEPARTMENT OF TRANSPORTATION



04/09/2024

\_\_\_\_\_  
David Thiessen

\_\_\_\_\_  
Date



\_\_\_\_\_  
Columbia County

06/05/2024  
\_\_\_\_\_  
Date

## ACQUISITION SUMMARY STATEMENT

April 9, 2024

<b>File No.:</b>	9870-231
<b>Grantor:</b>	Columbia County
<b>Section:</b>	OR47/OR8/US30 curb ramps
<b>Highway:</b>	092 - LOWER COLUMBIA RIVER
<b>County:</b>	Columbia
<b>FAP No.:</b>	SA00(466)e.d.7/31/27

Valuation	Comment	Value
Land:		\$750
Improvements:		\$0
Other:		\$0
Damages:		\$0
<b>TOTAL JUST COMPENSATION:</b>		<b>\$750</b>

Uneconomic Remainder:	None	\$0
Fencing Allowance:	None	\$0

LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Taking
Parcel 1	Temporary Easement: Work Area	57 Sq Ft

**NOTICE TO VACATE:**

Written notice will not be required. Possession will be upon payment.

**THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:**

APPRAISAL INFORMATION:	
<b>Appraisal/Valuation By:</b>	Ted Rutherford
<b>Date of Valuation:</b>	December 20, 2023
<b>Value:</b>	\$100
<b>Date Written:</b>	March 26, 2024