



AGENDA COVER MEMO

Memorandum Date: April 13, 2023

Order Date: May 2, 2023

TO: Board of County Commissioners

DEPARTMENT: County Administration Operations

PRESENTED BY: Kellie Hancock, Property Management Officer

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF AUTHORIZING AN ACCESS EASEMENT ACROSS COUNTY OWNED PROPERTY, MAP NO. 18-06-01-00, TAX LOT 2501, TO THE OWNER OF ADJOINING TAX LOT 2508

I. MOTION

Move to authorize an access easement across County owned property, map no. 18-06-01-00, tax lot 2501, to the owner of adjoining tax lot 2508.

II. AGENDA ITEM SUMMARY

The property owner of map and tax lot 18-06-01-00-02508 has requested an access easement from Lane County across County owned property 18-06-01-00-02501. This would replace a prior easement recorded in 2011.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Lane County is the owner of a 5-acre parcel near Veneta, adjacent to the Bolton Hill Solid Waste Transfer Station. The property was purchased by the County for possible future expansion of the transfer station, as well as it acting as a buffer between the transfer station and nearby residences. At the time Lane County acquired the parcel in 2011, there was an existing access easement across the property for adjoining tax lot 2508. It has recently been determined that the easement is defective due to the fact that it was given when both tax lots 2501 and 2508 were under common ownership. The owner of tax lot 2508 requests a new easement to cure the defective one.

B. Policy Issues

Per ORS 275.310, the County may convey any part of its interest in property to an individual whenever the public interest may be furthered.

C. Board Goals

Conveyance of this easement meets Strategic Priority #3: Maintain and invest in resilient infrastructure that creates the highest return for safety, community connectivity, enjoyment of life and local economic success.

D. Financial and/or Resource Considerations

The County will not incur any costs in granting the easement, other than staff time. The Grantee will pay recording fees.

E. Health Implications

None

F. Analysis

Lane County has been asked to provide an access easement to an adjoining neighbor, which already existed but was found to be defective during a recent property transaction.

G. Alternatives/Options

1. Grant the easement to the adjoining neighbor and cure the existing defective easement.
2. Reject granting the easement.

IV. RECOMMENDATION

It is recommended that Option 1 above be pursued.

V. TIMING/IMPLEMENTATION

Immediate.

VI. FOLLOW-UP

Upon Board approval, the Declaration of Easement will be signed by the County Administrator and duly recorded in the deed records of Lane County.

VII. ATTACHMENTS

Board Order

Declaration of Easement with Attachments

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-05-02-02

In the Matter of Authorizing an Access
Easement Across County Owned Property,
Map No. 18-06-01-00, Tax Lot 2501, to the
Owner of the Adjoining Tax Lot 2508.

WHEREAS, Lane County is the owner of a 5-acre parcel of real property known as map and tax lot 18-06-01-00-2501 ("Tax Lot 2501"); and

WHEREAS, Tax Lot 2501 is located adjacent to the Bolton Hill Solid Waste Transfer Station near Veneta and was purchased primarily as future expansion space for the Transfer Station; and

WHEREAS, when the County acquired Tax Lot 2501 the owner of an adjoining landlocked piece of real property known as map and tax lot 18-06-01-00-2508 ("Tax Lot 2508") had been granted an easement across Tax Lot 2501 to access their property (Lane County Deeds & Records Recording No. 2011-045394); and

WHEREAS, the easement recorded in 2011 is defective due to the properties being in common ownership at the time the easement was granted; and

WHEREAS, the owner of Tax Lot 2508 has requested that the County grant a new access easement to replace the defective easement recorded in 2011; and

WHEREAS, the access used by the owner of Tax Lot 2508 does not unreasonably burden the County's use of its property; and

WHEREAS, the County's Office of Legal Counsel has drafted a new Declaration of Easement to terminate any right or interest that may have been conveyed in the easement recorded in 2011 and to update other rights and obligations as set forth in the Declaration;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. The Declaration of Easement, attached as Exhibit A, is hereby approved.
2. The County Administrator is delegated authority to sign the Declaration of Easement.

ADOPTED this 2nd day of May, 2023.

Pat Farr, Chair
Lane County Board of Commissioners

After recording return to:
Lane County
125 E. 8th Avenue
Eugene, Oregon 97401
Attn: Property Management

DECLARATION OF EASEMENT

This Easement is executed by Lane County, a political subdivision of the State of Oregon ("Grantor") and Wesley H. and Tammy G. Iddings ("Grantee").

Recitals

- A.** Grantor owns fee title to the parcel of land described in Exhibit A (the "Grantor Tract"). Grantee owns fee title to an adjoining tract of land described in Exhibit B (the "Grantee Tract").
- B.** An earlier easement for access to the Grantee Tract over the Grantor Tract was recorded October 3, 2011 (Lane County Clerk's Deeds & Records Office, recording number 2011-045394), as amended October 11, 2011 (Lane County Clerk's Deeds & Records Office, recording number 2011-045953) (collectively, the "2011 Documents").
- C.** The 2011 Documents describe a 30 foot wide access way running east-west along an existing gravel roadway from the west boundary of the Grantor Tract to a point south and east of the southwest corner of the Grantee Tract, then continuing north to the Grantee Tract.
- D.** The 2011 Documents were executed and recorded at a time when both the Grantor Tract and the Grantee Tract were in common ownership of McDougal Bros. Investments.
- E.** The purpose of this Easement is to terminate any right or interest that may have been conveyed in the 2011 Documents, to establish maintenance and modification rights and obligations, and to grant an easement for access over the Grantor Tract to the Grantee Tract, as set forth herein.

Grant

Therefore, in consideration of the premises herein and other valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

- 1. Grant of Easement.** Grantor grants to Grantee a perpetual, private, nonexclusive easement (the "Easement") on the Grantor Tract along the existing gravel roadway from the west boundary of the Grantor Tract to a point southwest of the southeast corner of the Grantee Tract, 30 foot in width, then continuing north to the Grantee Tract, in the approximate alignment described in Exhibit C (the "Easement Area").
- 2. Use.** The Easement may be used for ingress and egress purposes only by Grantee, its successors in ownership of the Grantee Tract, and the contractors, invitees, agents, and employees of Grantee, such use to be in common with use of the Easement Area by Grantor and its invitees, agents, contractors, employees, successors, and assigns, for so long as the Grantee Tract is used for a single-family dwelling and remains in separate ownership from the property

west of the Grantee Tract identified on the Lane County Assessor's map as tax lot 18-06-01-00-02505. In conjunction with such use, Grantor, at its cost, may construct, reconstruct, maintain, and repair the existing road thereon as well as any new roads in the new Easement Area. No permanent above-ground structures or buildings may be installed in the Easement Area by either Grantor or Grantee, other than surfacing, signage, or fences.

3. **Term.** The term of the Easement commences upon the date of recording the Easement and will continue in full force and effect for so long as Grantee continues to use the Easement for the purposes and as provided in section 1, above.

4. **Nature of Easement.** The Easement granted herein will be appurtenant to, and for the benefit of, the Grantee Tract. Any conveyance of fee title to the Grantee Tract will include a conveyance of the Easement, regardless of whether the Easement is specifically identified in the instrument of conveyance.

5. **Maintenance.** Either Grantor or Grantee may cause the Easement right of way or any portion thereof to be maintained or repaired, and the party causing such maintenance or repair will be solely responsible for the work. Grantee will, at its sole cost and expense, repair any damage to the Easement Area caused by Grantee or its contractors, invitees, agents, and employees. Should Grantee fail to commence correction of any deficiency in its compliance with such repair obligation (an "Uncured Deficiency") prior to the expiration of 30 days after the effective date of notice of such Uncured Deficiency from Grantor, then Grantor, at its option (without any obligation to do so), may correct the Uncured Deficiency for the account of Grantee, who will reimburse Grantor for all expenses incurred by Grantor in curing such default, together with interest thereon at the rate of six percent per annum from the date expended until the date reimbursed to Grantor. Grantor will have no obligation to maintain or repair the Easement Area, and Grantee and any parties claiming by, through, or under Grantee will be deemed to have elected to use the Easement at their sole risk.

6. **No Dedication.** Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.

7. **Modification.** Grantor reserves the exclusive right to modify the alignment of the Easement Area as necessary to accommodate Grantor's use of the Grantor Tract for public access and services, provided a method of access to Bolton Hill Road is maintained. Grantor may not otherwise reduce the width of the access or significantly steepen or reduce the usability of the Easement for the uses set forth herein.

8. **Indemnity; Attorney Fees.** Grantee will indemnify and hold Grantor harmless from and against all claims, damages, losses, causes of action, costs, and expenses (including, without limitation, attorney fees), which may be asserted against or incurred by Grantor as a result of any act or omission of Grantee or its agents, contractors, employees, tenants, or invitees related to the use of the Easement Area. In the event of any litigation or other proceedings brought to enforce or interpret this Easement, the prevailing party in such proceedings will be entitled to recover from the other party the reasonable attorney fees and other costs incurred by the prevailing party in the proceedings or any appeal therefrom.

9. **Successors.** This Easement will be binding on, and inure to the benefit of, the owners of the Grantor Tract and the Grantee Tract and their respective heirs, successors, and assigns.

10. **Notices.** Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the Grantor Tract or Grantee Tract, as applicable, as shown on the current records of the tax assessor for Lane County, Oregon, with respect to the Tract in question.

11. **Termination of Recorded Easement Documents.** By execution of this Easement, Grantor and Grantee hereby terminate any rights or interests that may have been granted by the easement documents and amendments recorded October 3, 2011 (Lane County Clerk's Deeds & Records Office, recording number 2011-045394) and October 11, 2011 (Lane County Clerk's Deeds & Records Office, recording number 2011-045953).

Exhibits:

Exhibit A Description of Grantor Tract
Exhibit B Description of Grantee Tract
Exhibit C Easement Plan
Exhibit D Aerial View

GRANTOR

LANE COUNTY, a political subdivision of the State of Oregon

By: _____

Its: County Administrator, acting under the authority granted by Lane County Board of Commissioners Order No. 23-05-02-02, dated May 2, 2023

State of Oregon, County of Lane ss. _____

This instrument was acknowledged before me on this ____ day of _____, 2023 by Steve Mokrohisky, as County Administrator of Lane County, a political subdivision of the State of Oregon.

Print Name:
Notary Public for Oregon
My commission expires:

GRANTEE

Wesley H. Iddings

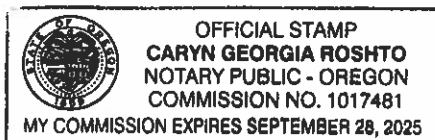
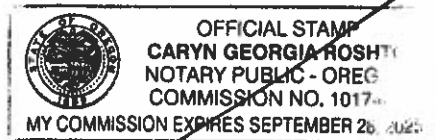
Wesley H. Iddings

State of Oregon, County of Lane ss.

This instrument was acknowledged before me on this 14 day of April
2023 by Wesley H. Iddings

[Signature]

Print Name: Caryn Georgia Roshto
Notary Public for Oregon
My commission expires: 9/28/25



GRANTEE

Tammy G. Iddings

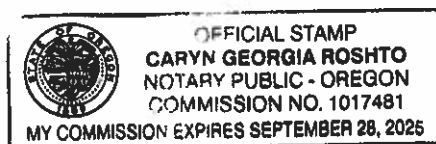
Tammy G. Iddings

State of Oregon, County of Lane ss.

This instrument was acknowledged before me on this 14 day of April
2023 by Tammy G. Iddings

[Signature]

Print Name: Caryn Georgia Roshto
Notary Public for Oregon
My commission expires: 9/28/25



18-06-01-00-02501
0754299

Exhibit A - Grantor Tract

Beginning at a point on the easterly margin of Bolton Hill Road, said point being marked by a 1/2 inch iron pipe, and bearing North 73°22'35" East 350.55 feet from a G.L.O. brass cap marking the quarter corner between Sections 1 and 2 in Township 18 South, Range 6 West of the Willamette Meridian; thence along said easterly margin of Bolton Hill Road South 08°53'00" East 250.06 feet; thence leaving said easterly margin bearing South 84°29'40" East 728.57 feet to the **True Point of Beginning**; thence continuing South 84°29'40" East 225.33 feet to that certain line established by boundary line agreement as recorded October 14, 1971, Reel 553, Reception No. 68497, Lane County Oregon Deeds and Records; thence along said line established by boundary line agreement and its southerly extension South 00°58'04" East 310.21 feet; thence North 84°30'18" West 225.33 feet; thence parallel with said line established by boundary line agreement North 00°58'04" West 310.25 feet to the **True Point of Beginning**, all in Lane County, Oregon.

Contains m/l 5.09 ac

Exhibit B

Grantee Tract

Beginning at a point on the Easterly margin of Bolton Hill Road, said point being marked by a 1/2 inch iron pipe, and bearing North 73° 22' 35" East 350.55 feet from a G.L.O. brass cap marking the quarter corner between Sections 1 and 2 in Township 18 South, Range 6 West of the Willamette Meridian; thence along said Easterly margin of Bolton Hill Road South 08° 53' 00" East 250.06 feet; thence leaving said Easterly margin bearing South 84° 29' 40" East 728.57 feet to the true point of beginning; thence continuing South 84° 29' 40" East 225.33 feet to that certain line established by boundary line agreement as recorded October 14, 1971, Reception No. 68497, Lane County Official Records; thence along said line established by boundary line agreement and its Southerly extension South 00° 58' 04" East 310.21 feet; thence North 84° 30' 18" West 225.33 feet; thence parallel with said line established by boundary line agreement North 00° 58' 04" West 310.25 feet to the true point of beginning, all in Lane County, Oregon.

18-06-01-00-02508

Tax Account 1810694

Exhibit C

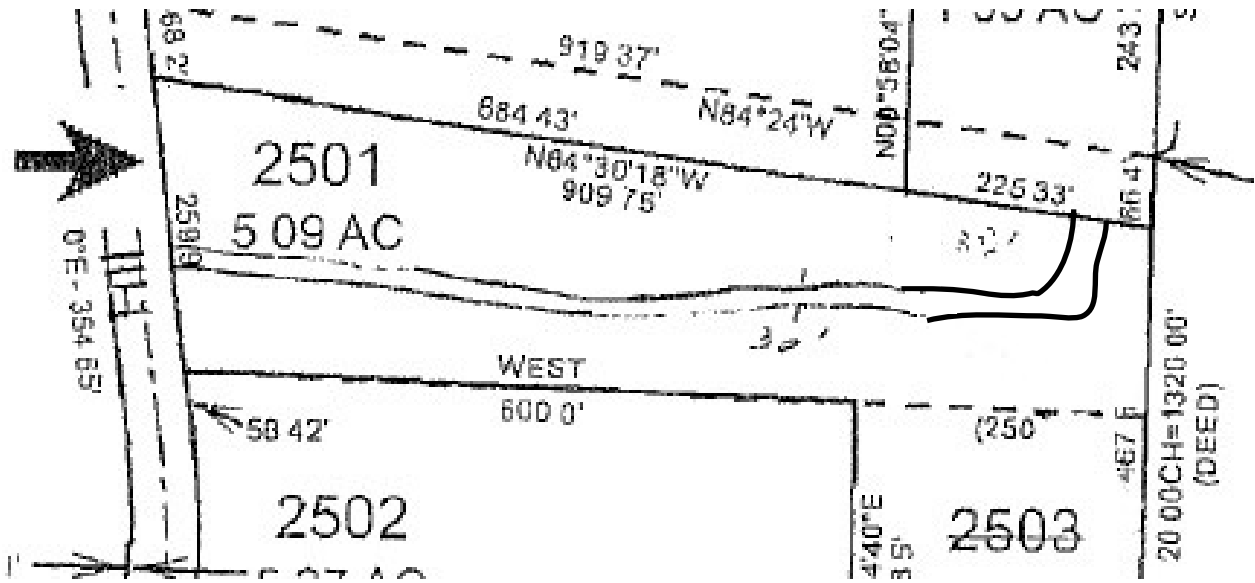


Exhibit D - Aerial View



The information on this map was derived from digital databases on the Lane County regional geographic information system. Care was taken in the creation of this map, but is provided "as is". Lane County cannot accept any responsibility for errors, omissions or positional accuracy in the digital data or the underlying records. Current plan designation, zoning, etc., for specific parcels should be confirmed with the appropriate agency. There are no warranties, expressed or implied, accompanying this product. However, notification of any errors will be appreciated.



Lane County, Oregon

CartoViewer Web Map