

IN THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

98-10-23-3

IN THE MATTER OF AWARD OF BID LCP 98/99 - 05
FOR SAFE CENTER BUILDING REMODEL AND
ADDITION

PASSED

WHEREAS, at the duly authorized time and place on October 13, 1998, Lane County Purchasing Manager, under authority of Lane Manual Chapter 21, opened bids on the following:

LCP 98/99-05 for SAFE CENTER BUILDING REMODEL AND ADDITION

WHEREAS, all bids were reviewed by the project architect and the low base bid of \$649,000 and additive Alternate 1 (\$14,237), are recommended by the architect, in conformance with bid requirements, and

WHEREAS, SCAR/Jasper Mountain Center approves of the award to the basic bid and additive Alternate 1, and has provided a letter certifying funding availability for construction costs that exceed CDBG grant funds, it is hereby

ORDERED that the low responsive bidder, Dorman Construction, Inc., be awarded a contract for LCP 98/99-05 for SAFE CENTER BUILDING REMODEL AND ADDITION in the basic bid amount plus additive Alternate 1, for a total Contract amount of \$663,237; that a contract be executed in accordance with bid specifications; and that the County Administrator be authorized to sign the contract.


DATED this 28 day of October, 1998


Chair, Board of County Commissioners

FILED

NOV 02 REC'D 1998

COUNTY CLERK
BY 

APPROVED AS TO FORM
Date 10/20/98 Lane County

OFFICE OF LEGAL COUNSEL

9626031

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GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

For value received, receipt of which is hereby acknowledged, THE STATE OF OREGON, by and through its MILITARY DEPARTMENT (Grantors), hereby grant, transfer, and convey to LANE COUNTY a political subdivision (Grantees), a perpetual nonexclusive easement to use a strip of land variable feet wide, described as follows:

Beginning at the Southwest corner of that tract conveyed by that certain deed recorded on Reel 578-D, Recorder's Reception No. 91000 of Lane County Oregon Deed Records, said point being North 112.76 feet, East 826.95 feet, and South 212.77 feet from the Southwest corner of County Survey No. 1781; thence along the south line of said tract North 88°57'30" East 70.0 feet; thence continuing along said south line North 89°24'40" East 514.78 feet; thence leaving said south line North 0°37'20" West 26.00 feet; thence South 89°24'40" West 449.49 feet; thence North 30.45 feet; thence South 89°24'40" West 135.00 feet to the west line of said tract; thence along said west line South 57.00 feet to the point of beginning in Lane County Oregon.

1. This easement is not personal or in gross but is to be appurtenant to each and every portion of the following described property leased by the Grantees from the Grantor for so long as the lease is in effect:

Beginning at the Northeast corner of that tract conveyed by that deed recorded on Reel 578-D, Recorder's Reception No. 91000 of Lane County, Oregon Deed Records, said point being North 112.76 feet, East 826.95 feet, North 60.72 feet, and North 89° 24' 40" East 832.77 feet of the Southwest Corner of County Survey No. 1781; thence South 1° 22' 10" West 273.09 feet; thence South 89° 24' 40" West 241.47 feet; thence North 0° 37' 20" West 125.65 feet; thence North 89°16' 57" East 85.13 feet; thence North 0° 38' 05" West 147.09 feet; thence North 89° 24' 40" East 165.86 feet to the place of beginning, containing 1.25 acres, more or less, in Lane County, Oregon.

2. This easement is granted over and across property owned by Grantors in Lane County, Oregon described as follows:

Beginning at the Northeast corner of that tract conveyed to Lane County by that deed recorded on Reel 103-57-D, Recorder's Reception No. 18770 of Lane County, Oregon Deed Records, said point being 112.76 feet North and 826.95 feet East of the Southwest corner of County Survey No. 1781; thence South 212.77 feet to the Northwest corner of that tract conveyed to Lane County by that deed recorded on Reel 214-D, Recorder's Reception No. 3793; thence North 88° 57' 30" East 70.0 feet; thence North 89° 24' 40" East 756.25 feet; thence North 1° 22' 10" East 273.09 feet, to the Southerly line of a Diversion Floodway; thence along said Diversion Floodway line South 89° 24' 40" West 832.77 feet to a point due North of the place of beginning; thence South 60.72 feet to the place of beginning, containing 5.2 acres, more or less, in Lane County, Oregon.

3. This grant is made upon the following terms:

3.1. Grantees are granted the right to use the variable foot easement strip, including the existing roadway, as a means of ingress and egress to and from the land described in paragraph 1, or any portion thereof. Grantees are further granted the right to use the described strip for the installation and maintenance of such public utilities as may be needed to serve the property described in paragraph 1, or any portions thereof. The Grantees will install their own utilities after approval by Military Department, and repair the roadway/easement area to Military Department standards and approval. Road construction and utilities installation will be completed in a timely manner and at a time that is convenient to Grantors.

3.2. County understands the easement is subject to the paramount rights and uses of the State and Federal Military in the event of a declared state of emergency.

3.3 Grantors and Grantees shall at all times be jointly responsible for maintaining the easement in a condition satisfactory to Grantor. Grantor shall repair and maintain the easement (except in the event that Grantee is installing utilities, as discussed in paragraph 3.1). Grantee shall reimburse Grantor for one-half of the cost incurred by Grantor for repair and maintenance within 60 days of Grantor's request. Failure to meet Grantee's obligations shall be grounds for terminating this Grant of Easement and Maintenance Agreement; however, Grantee is not responsible for costs for any repairs needed at the time this easement is executed.

3.4 Grantors shall, at all times and without restriction, have the right to use the easement property and roadway for purposes not inconsistent with Grantee's full enjoyment of the rights herein granted.

3.5 This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of Grantors and Grantees, their heirs, successors and assigns.

IN WITNESS THEREOF, we have executed this Grant of Easement and Maintenance Agreement of this 19 day of April, 1996.

ACCEPTED April 23, 1996
Bobby Green, Sr.
Bobby Green, Sr., Chair
Board of Commissioners

Raymond J. Reed
The Adjutant General
GRANTORS

State of Oregon)
County of Lane)

On the 19 day of April, 1996, personally appeared the above named Raymond F. Reed and acknowledged the foregoing instrument to be their voluntary act and deed before me:

Mary Palmer
Notary Public for Oregon
My Commission Expires: _____

