

IN THE BOARD OF COMMISSIONERS FOR LANE COUNTY

ORDER AND RESOLUTION 96-3-13-7 : IN THE MATTER OF ACCEPTING AN ACCESS EASEMENT FROM THE STATE OF OREGON TO PROPERTY LEASED FROM THE STATE BY THE COUNTY, DELEGATING TO THE COUNTY ADMINISTRATOR AUTHORITY TO EXECUTE A SUB-LEASE WITH LOOKING GLASS FAMILY SERVICES, INC. FOR THE NEW MCKAY LODGE SITE, AND DELEGATING TO THE COUNTY ADMINISTRATOR AUTHORITY TO EXECUTE TEMPORARY AND PERMANENT EASEMENTS TO PROVIDE ACCESS TO THE LEASED PROPERTY AND TO PROVIDE UTILITIES TO THE LEASED LOT LINE.

FILED

APR 24 1996

COUNTY CLERK
BY *Lam DeWille*

WHEREAS, the Board of County Commissioners has resolved to develop a Juvenile Justice Center, and;

WHEREAS, the County has leased land from the State of Oregon as the first step in developing the Center, and;

WHEREAS, the Board has approved construction of McKay Lodge by Looking Glass on the leased property, and;

WHEREAS, Looking Glass is ready to begin construction, but must have proof of access and property interest to do so.

WHEREAS, the State is willing to grant the County and access easement for the benefit of McKay Lodge; and

WHEREAS, the access easement from the State to the County must be granted by the County to Looking Glass to establish right of access; and

WHEREAS, the portion of Order 95-10-4-27 pertaining to an access easement over County land must be revoked; and

WHEREAS, to reach the access route provided by the State, the County needs to grant to Looking Glass an easement on the road from Centennial Boulevard to the National Guard property; and

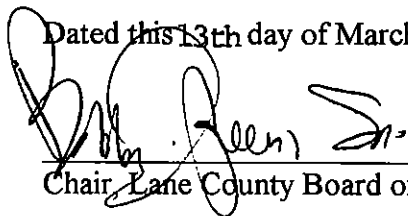
WHEREAS, differing construction timelines may require both temporary and permanent easements; and

WHEREAS, utilities are typically brought to the lot line for leased lots.

NOW, THEREFORE, it is hereby ordered that:

- the County accepts an access easement from the State of Oregon, so long as it is legally acceptable and in a form substantially similar to the attached hereto as Exhibit A;
- the County shall note acceptance of the access easement by signature of the Chair on the easement;
- the portion of Board Order 94-10-4-27 granting to Looking Glass an access easement over County land is revoked;
- the County Administrator is delegated authority to execute the sublease with Looking Glass for the construction and operation of McKay Lodge; and
- the County Administrator is delegated authority to execute the temporary and permanent easements needed to provide access to the leased property and to provide utilities to the leased lot line.

Dated this 13th day of March, 1996.


Chair, Lane County Board of Commissioners

IN THE MATTER OF ACCEPTING AN ACCESS EASEMENT FROM THE STATE OF OREGON TO PROPERTY LEASED FROM THE STATE BY THE COUNTY, DELEGATING TO THE COUNTY ADMINISTRATOR AUTHORITY TO EXECUTE A SUB-LEASE WITH LOOKING GLASS FAMILY SERVICES, INC. FOR THE NEW MCKAY LODGE SITE, AND DELEGATING TO THE COUNTY ADMINISTRATOR AUTHORITY TO EXECUTE TEMPORARY AND PERMANENT EASEMENTS TO PROVIDE ACCESS TO THE LEASED PROPERTY AND TO PROVIDE UTILITIES TO THE LEASED LOT LINE.

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:

10 RFD
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

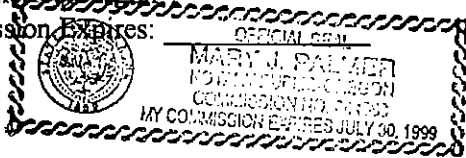
Raymond J. Rees

The Adjutant General
GRANTORS

State of Oregon)
County of Lane)ss

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

Mary Palmer
Notary Public for Oregon
My Commission Expires:



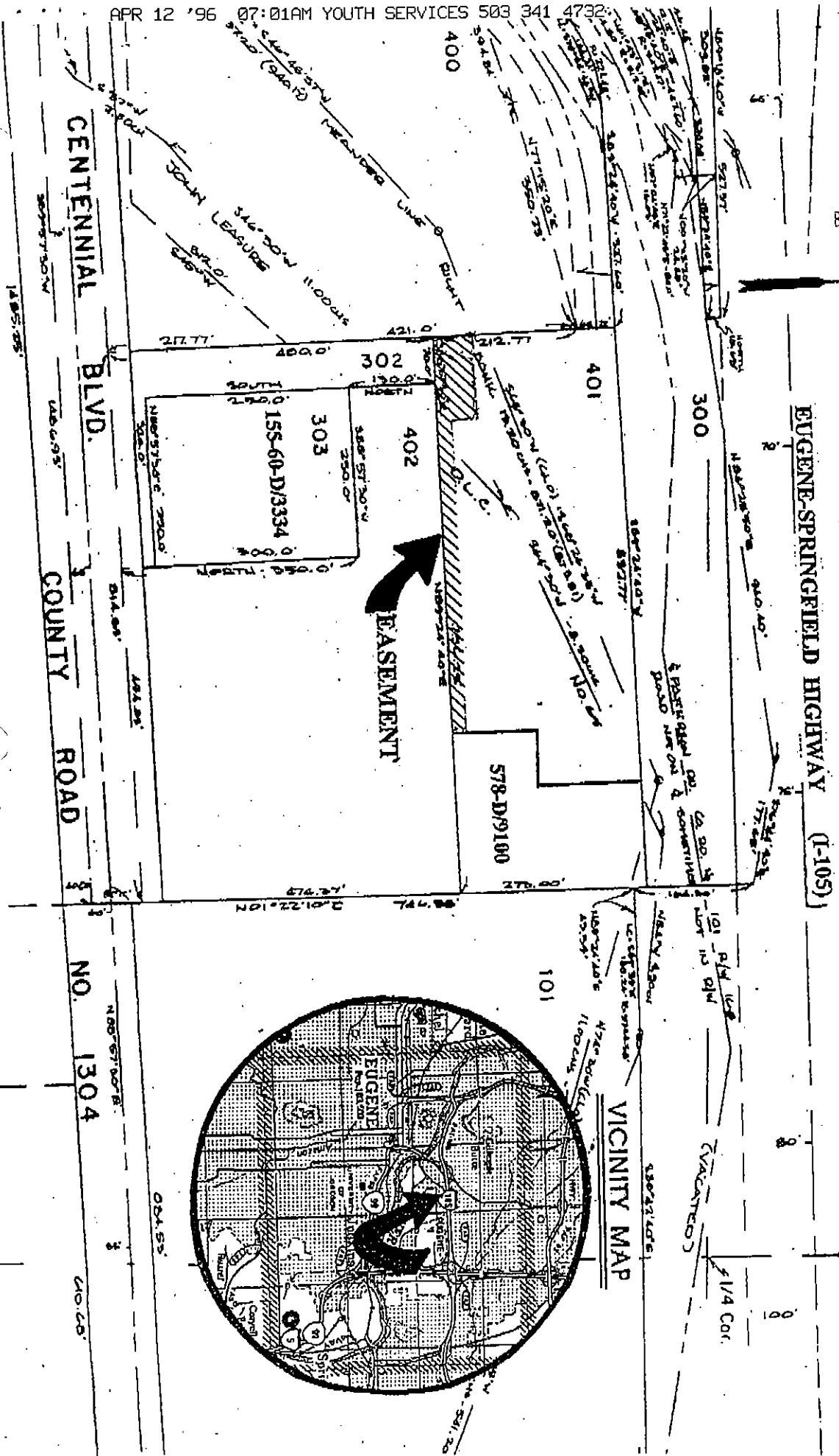
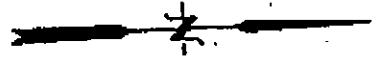
9626031

BOOK 157 PAGE 1316

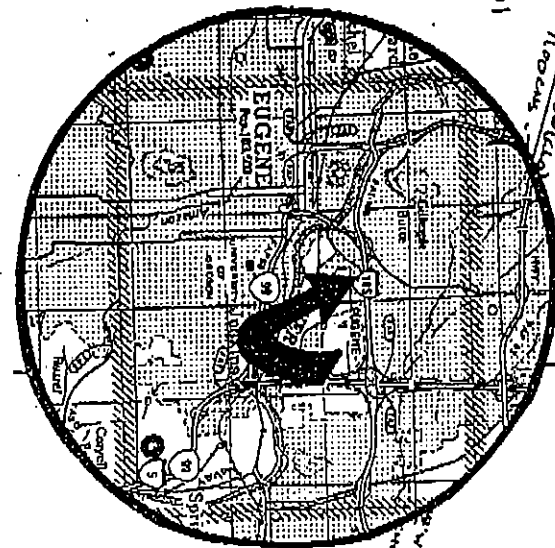
ATTACHMENT "A"

S.E. 1/4 Section 29, T. 17 S., R. 3 W.W.M.
LANE COUNTY
1" = 200'

EUGENE-SPRINGFIELD HIGHWAY (I-105)



VICINITY MAP



NO. 1304