

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 20-09-01-01

IN THE MATTER OF AUTHORIZING THE
SALE OF A PORTION OF THE
RIVERSTONE CLINIC PROPERTY FOR
\$2,720 TO THE CITY OF SPRINGFIELD,
MAP NO. 17-03-25-42-01100

WHEREAS this matter now coming before the Lane County Board of Commissioners and said Board deeming it in the best interest of Lane County to sell the following real property pursuant to ORS Chapter 271 as it was acquired via a purchase and was not acquired through tax foreclosure, to wit:

See Attached Exhibit "A"

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

1. Pursuant to ORS 275.030 and ORS 271.310 the above described real property be sold for \$2,720 to the City of Springfield.
2. The Board Chair is authorized to execute a Bargain and Sale Deed conveying the property and execute other documents to effect the sale.
3. The proceeds be disbursed to the Department of Health and Human Services.

ADOPTED this 1st day of Sept., 2020



Heather Buch, Chair, Lane County Board of Commissioners

EXHIBIT "A"

A parcel of land lying in Lot 15, Block 1, plat of BALMAC SUBDIVISION, City of Springfield, Lane County, Oregon, and being a portion of that property described in that Statutory Warranty Deed to Lane County, a political subdivision of the State of Oregon, recorded June 24, 2009 as Instrument No. 2009-034444, 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 Southerly side of the relocated center line of Olympic Street, which center line is described as follows:

Beginning at Engineer's center line Station "O2" 55+00.00, said station being 430.90 feet West and 773.31 feet South of the West-Northwest corner of the BB Powers Donation Land Claim, DLC No. 81, Township 17 South, Range 3 West, W.M.: thence South 88°06'07" East a distance of 985.63 feet to Engineer's Station "O2" 64+85.63.

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

Station	to	Station	Width on Southerly Side of Center Line
"O2" 64+64.00		"O2" 64+85.58	36.37 in a straight line to 51.00

Bearings are based on the Oregon State Plane Coordinates – South Zone, NAD 83 (91).

This parcel of land contains 136 square feet, more or less, outside the existing right of way.

ACCEPTANCE OF OFFER

I hereby accept the City of Springfield's offer of \$2,720.00 for a Dedication of a Public Right of way described and depicted on the corresponding documents, including the Grantee's obligations and the Grantor's obligations contained within Exhibit's C and D, respectively. This amount is the total sum of monies to be paid for all property rights acquired by the City, regardless of the number of persons claiming an interest in the property. This agreement is binding upon the heirs, Personal Representative, successors, and all persons claiming an interest in the property.

By my(our) signature(s) here, I(we) covenant that I(we) am(are) the lawful owner(s) of the real property identified herein and have the right to Dedicate said Public Right of Way. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of successors, and assigns of all persons claiming an interest in the property.

Dated this _____ day of _____, 2020.

LANE COUNTY

Signature

Name and Title: _____

SSN/EIN: _____

EXHIBIT C
GRANTEE'S (CITY OF SPRINGFIELD) OBLIGATIONS

NAME: LANE COUNTY
PROJECT: Mohawk, Olympic & 18th Overlay Project
PARCEL: 1549-16

If an underground sprinkler system or a fence is within the acquisition area, the Grantee, their employees or contractors, will remove and relocate these improvements to the new right of way at no cost to the Grantor.

Any construction under the terms of this agreement that is outside the right of way, Grantor(s) hereby grant unto Grantee (City of Springfield), their employees or contractors, permission to enter upon the remaining property for the purpose of performing said construction work.

I, the Grantor, understand that Grantee (City of Springfield) agrees to indemnify and hold me harmless from and against all claims and demands for loss or damage arising out of, or in any way connected with, their permitted usage as stated herein, to the extent permitted by law.

Dated this _____ day of _____, 2020.

LANE COUNTY

Signature
Name and Title: _____

**EXHIBIT D
GRANTOR'S OBLIGATIONS**

NAME: LANE COUNTY
PROJECT: Mohawk, Olympic & 18th Overlay Project
PARCEL: 1549-16

Other than those items agreed to under the terms of this agreement, the Grantor agrees to remove any personal property within the acquisition area within two weeks from the date of the acceptance of the City of Springfield's offer.

Any construction lying outside of the traveled portion and shoulders of the street, which is made for the use and benefit of the remaining property, either under the terms of this offer or the construction plans, shall be completed in conformance with normal engineering construction practices and thereafter shall be maintained or reconstructed by the property owner in accordance with Section 374.305, et. seq., ORS and other applicable statutes and regulations.

Dated this _____ day of _____, 2020.

LANE COUNTY

Signature

Name and Title: _____

AQUISITION AREA
View from South
Looking North



BARGAIN AND SALE DEED

Tax Map & Lot Numbers 17-03-25-42-01100
(on the date of execution)

KNOW ALL BY THESE PRESENTS, that **LANE COUNTY**, Grantor(s), in Consideration of the acceptance by the City of Springfield, Oregon, Grantee, and the use or holding of said property for present or future public use by Grantee, Grantor hereby grants, bargains, sells and conveys unto the said Grantee, its successors and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Lane and State of Oregon, bounded and described as follows:

SEE EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

THE SAME IS HEREBY and forever dedicated to the public to be used as **PUBLIC ROAD**.

TO HAVE AND HOLD, the above described and granted premises unto the said Grantee, its successors and assigns forever.

THE CONSIDERATION for this conveyance is \$2,720

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands and seals on

_____, 2020

SIGNATURE: _____
(TITLE & COMPANY)

PRINT NAME: _____

SIGNATURE: _____
(TITLE & COMPANY)

PRINT NAME: _____

STATE OF OREGON }
COUNTY OF LANE } SS

This instrument was acknowledged before me on _____, 20____ by
_____ as _____ of _____.

Notary Public for Oregon

THE CONVEYANCE set forth in this instrument conveying title or interest to the City of Springfield, a Municipal Corporation of the State of Oregon, is hereby approved, and the title or interest conveyed therein is hereby accepted.

CITY OF SPRINGFIELD

By: _____
Chris Moorhead - City of Springfield Surveyor

Date

RETURN TO: CITY OF SPRINGFIELD
DEV & PUBLIC WORKS DEPT. - 225 FIFTH ST.
SPRINGFIELD, OREGON 97477

SEND TAX STATEMENT TO: CITY OF
SPRINGFIELD FINANCE DEPT. 225 FIFTH ST.
SPRINGFIELD, OREGON 97477

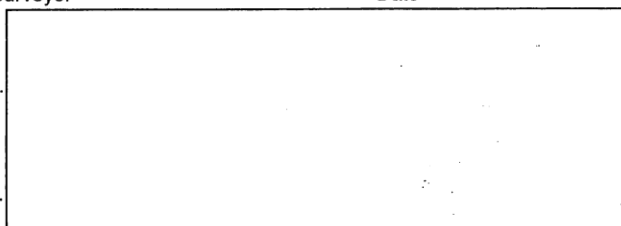


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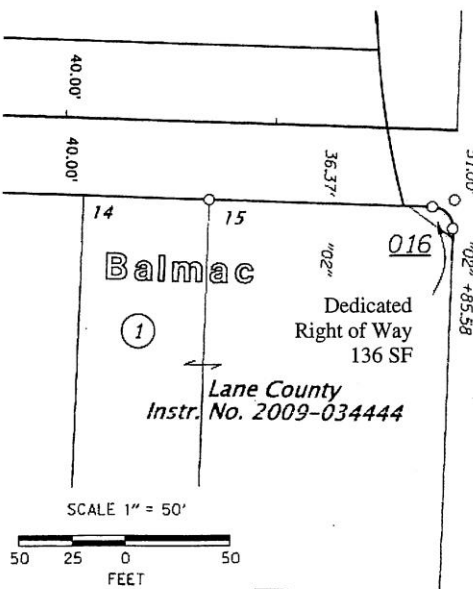
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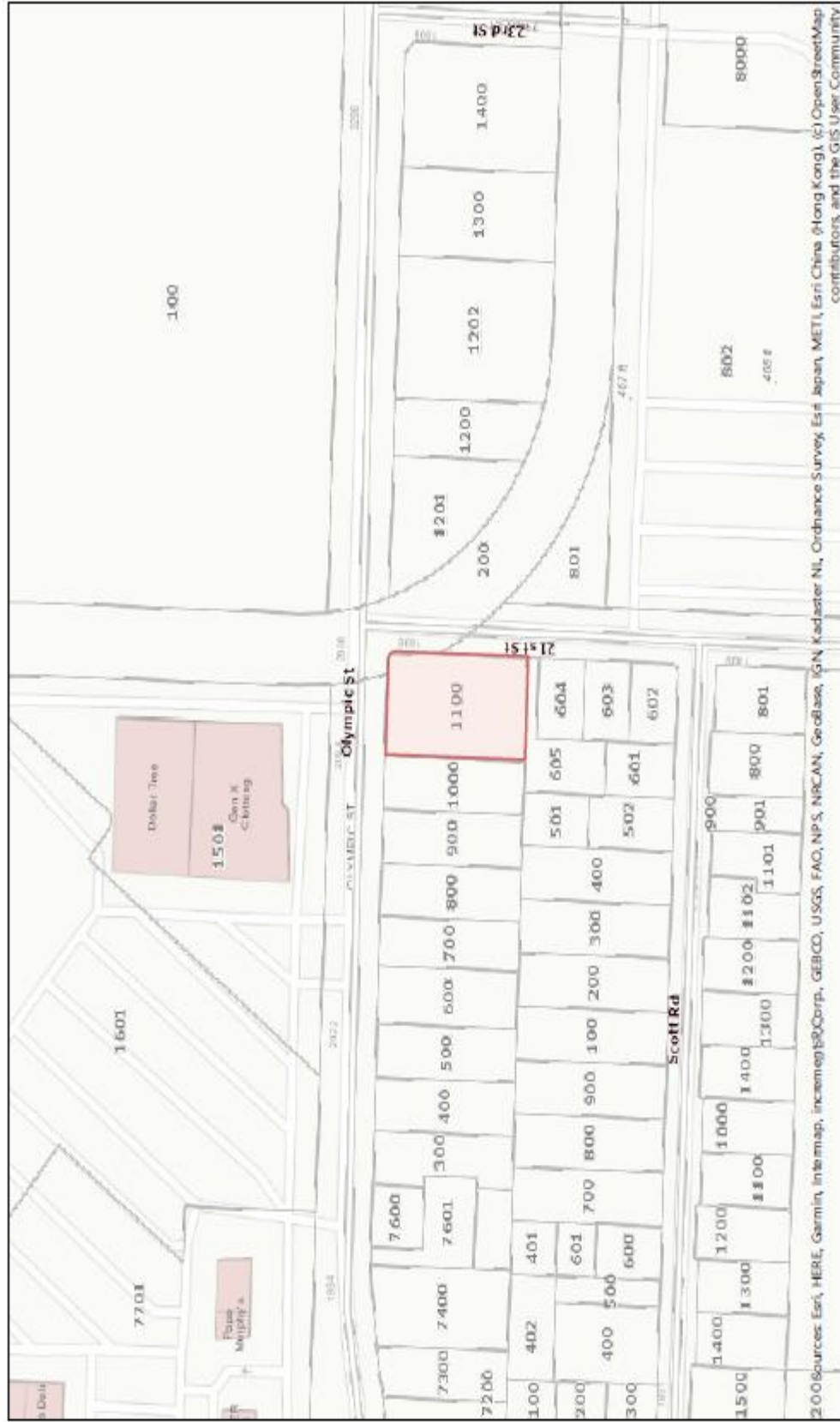
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EXHIBIT "B"





The information on this page was obtained from the following sources. Certain rights and geographical information on maps, such as water in the Amazon, Africa, Asia, had to be provided by the U.S. Coast Guard. Some of the maps are copyrighted by the U.S. Coast Guard, and some are copyrighted by the U.S. Coast Guard. The information on this page was obtained from the following sources. Certain rights and geographical information on maps, such as water in the Amazon, Africa, Asia, had to be provided by the U.S. Coast Guard. Some of the maps are copyrighted by the U.S. Coast Guard, and some are copyrighted by the U.S. Coast Guard.



CPITS Web Map

Lane County, Oregon

