

**INTERGOVERNMENTAL AGREEMENT REGARDING BRIDGE PROJECT
(Yamhill County and City of Lafayette)**

THIS INTERGOVERNMENTAL AGREEMENT is made effective the dates set forth adjacent to the signatures below by and between Yamhill County, a political subdivision of the State of Oregon ("County") and the City of Lafayette, an Oregon municipal corporation ("City").

RECITALS:

A. County is constructing six bridges on county roads with a grant from the Oregon Legislature through the Oregon Transportation Investment Act III (OTIA III). One of the six bridges is a bridge on Lafayette Highway over the Yamhill River just outside City. (The "Yamhill River (Lafayette Highway) Bridge.") City receives its water supply from a source outside city limits through a waterline attached to the existing bridge on Lafayette Highway which will be replaced. City desires to enlarge the waterline and attach it to the new bridge. ORS 374.305(1), 2005 replacement part, requires County's permission to attach the waterline to the new bridge.

B. County opened bids for construction of the Yamhill River (Lafayette Highway) Bridge, and two other bridges, on December 1, 2006. The lowest responsible bidder was Concrete Enterprises, Inc. County has issued a notice of intent to award a contract for construction of the new bridge to Concrete Enterprises, Inc. In the low bid of Concrete Enterprises, Inc., the cost for the replacement waterline, including installation, was established at \$92,125.

C. In order for Concrete Enterprises, Inc., to construct the bridge, it is necessary for the County to acquire permanent and temporary easements over a portion of Terry Park, a City park located adjacent to the existing bridge. The appraised value of the permanent easement was \$55,700 while the appraised value of the temporary easement was \$12,000. City is unwilling to convey the necessary easements to County for the appraised value, but City is willing to trade the easements for County's assumption of the costs of replacement of the waterline, including installation on the new bridge.

D. Improvements to Terry Park were acquired by the City with federal "6-F" funds. In order to continue to be eligible for federal funding for other projects, it is necessary for additional park space to be created to replace the value of Terry Park lost by virtue of construction of the bridge. The value of the permanent easement was \$55,700. There is no replacement park space available within City, but there may be replacement park space near Lafayette Locks Park, a county park located just outside the City.

E. This agreement is made to set forth the agreements of City and County with respect to County's acquisition of the easements, County's funding of the cost of the waterline on the new bridge, and County's responsibility to replace the value of that portion of Terry Park encumbered by the permanent easement to be conveyed to County. City and County make this intergovernmental agreement under authority of ORS 203.010, ORS Chapter 190 and the Lafayette City Charter. NOW, THEREFORE,

AGREEMENT: IT IS HEREBY AGREED BY COUNTY AND CITY AS FOLLOWS:

Section 1. COUNTY RESPONSIBILITIES.

a. County will pay the cost of the attachment of the City's new permanent waterline to the new Yamhill River (Lafayette Highway) Bridge as part of County's construction agreement with Concrete Enterprises, Inc.

b. County will acquire property to expand Lafayette Locks Park, a county park located near the City. In the alternative, County will acquire property to establish or expand another county park. The purpose of the acquisition is to replace the value of that portion of Terry Park property encumbered by the permanent easement to be conveyed to County pursuant to the terms of this agreement. The appraised value of the permanent easement is \$55,700.

c. If City is denied federal grant funds by virtue of County's failure to replace the value of that portion of Terry Park encumbered by the permanent easement to be conveyed to County, County agrees to indemnify City for its loss, up to a maximum of \$55,700.

Section 2. COUNTY PERMISSION FOR ATTACHMENT OF WATERLINE.

In accordance with ORS 374.305(1), 2005 replacement part, County hereby grants permission for the City's attachment of its waterline to the new Yamhill River (Lafayette Highway) Bridge for the life of the bridge. While the waterline is attached to the new bridge, any maintenance of the waterline is at City's expense.

Section 3. CITY'S CONVEYANCE OF PERMANENT AND TEMPORARY EASEMENTS. The permanent and temporary easements over Terry Park as previously submitted to City will be signed by City's authorized representative and delivered to County within 5 business days of the Effective Date of this agreement.

Section 4. TERM. The term of this agreement is from the effective date through the life of the new Yamhill River (Lafayette Highway) Bridge.

Section 5. COUNTY AND CITY AS INDEPENDENT CONTRACTORS; WORKERS' COMPENSATION COVERAGE. County and City are both independent contractors under this agreement. County employees are agents of the County and City employees are agents of the City for purposes of the Oregon Tort Claims Act. Further, each party is solely liable for any Workers' Compensation coverage for its own employees assigned to provide services under this agreement.

Section 6. MODIFICATION OF AGREEMENT. Any modification of the terms of this Agreement shall be executed in writing with the mutual consent of both parties.

Section 7. EFFECTIVE DATE. This agreement becomes effective the last date set forth adjacent to the signatures of the parties below.

Section 8. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written contract shall be valid or binding. No alterations, changes, or additions to this contract shall be made except in a written document signed by both parties.

DONE the date and year set forth adjacent to the parties signatures below.

CITY OF LAFAYETTE, OREGON YAMHILL COUNTY, OREGON

By: *Deane J. Rinko*
(authorized official)

Date: 1/12/07

Kathy George
LESLIE LEWIS, Chair, *KATHY GEORGE*
Board of Commissioners

Date: 1-10-07

ATTEST:

Siena McWhorter
CITY RECORDER

William A. Gille
WILLIAM A. GILLE, Director
Department of Public Works
Date: 1-10-07

APPROVED AS TO FORM

By: *John M. Gray, Jr.*
JOHN M. GRAY, JR.
Yamhill County Counsel

Recording Requested By, and
After Recording Return to:

Space Reserved For Recorder's Use

Yamhill County Legal Counsel
535 NE Fifth Street
McMinnville, OR 97218

**DEDICATION OF
TEMPORARY EASEMENT**

This Temporary Construction Easement is made this date set forth adjacent to the signature of Grantor's authorized representative below, by the City of Lafayette, a municipal corporation of the State of Oregon ("**Grantor**") to Yamhill County, a political subdivision of the State of Oregon ("**Grantee**").

RECITALS:

- A. Grantor possesses a parcel of real estate within Lafayette city limits upon which Grantee needs temporary use to construct alternate access to Terry Park in connection with a bridge construction project over the Yamhill River. Grantee has requested Grantor to convey a temporary easement in order to facilitate construction of the alternate access.
- B. On the 11th day of January, 2007 the Lafayette City Council met in open session and considered the grant of the easement conveyed herein. The Council found a conveyance in accordance with the terms of a contemporaneous intergovernmental agreement (IGA) to be in the best interests of the city's residents because it facilitated construction of the bridge. This dedication is made to consummate the transaction.

NOW, THEREFORE, For valuable consideration consisting of, among other things, a \$12,000 credit toward installation of a waterline across the new bridge as identified in the IGA, Grantor makes the following conveyance to Grantee:

1. Grant and Termination of Temporary Easement. Grantor hereby grants and conveys to Grantee, for the nonexclusive, temporary easement on, over, across and under that portion of the Grantor's Property as is described on **Exhibit A** and shown in **Exhibit B** attached hereto, for the purpose of constructing alternate access to Terry Park in connection with construction of a bridge over the Yamhill River. The Temporary Easement granted hereunder shall be for a term beginning immediately and expiring on completion of the alternate access.
2. Condition of Title. Grantor makes no representation or warranty as to the condition of Grantor's title to the subject real property.

Temporary Construction Easement – Until construction is completed

A parcel of land lying in Town of Lafayette, Yamhill County, Oregon and being a portion of that property described in that Bargain and Sale Deed to the City of Lafayette, recorded September 14, 1963, as Film Volume 7, Page 422 of Yamhill County Official Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the center line of the "N" Line, which center line is described as follows:

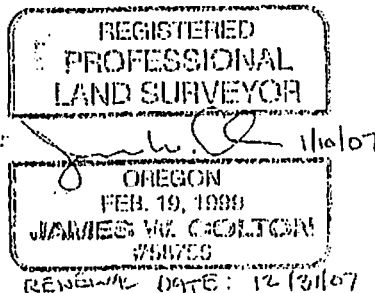
Beginning at Engineer's center line Station "N" 0+00.00, said station being 325.52 feet South and 274.96 feet West of the Northwest corner of Lot 6, Block 48 of the Town of Lafayette, Township 4 South, Range 3 West of the Willamette Meridian; thence South 23°47'24" West 167.95 feet; thence on a 120.00 foot radius curve right (the long chord of which bears South 49°12'59" West 103.04 feet) 106.51 feet; thence South 74°38'33" West 18.74 feet to Engineer's center line Station "N" 32+93.20.

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

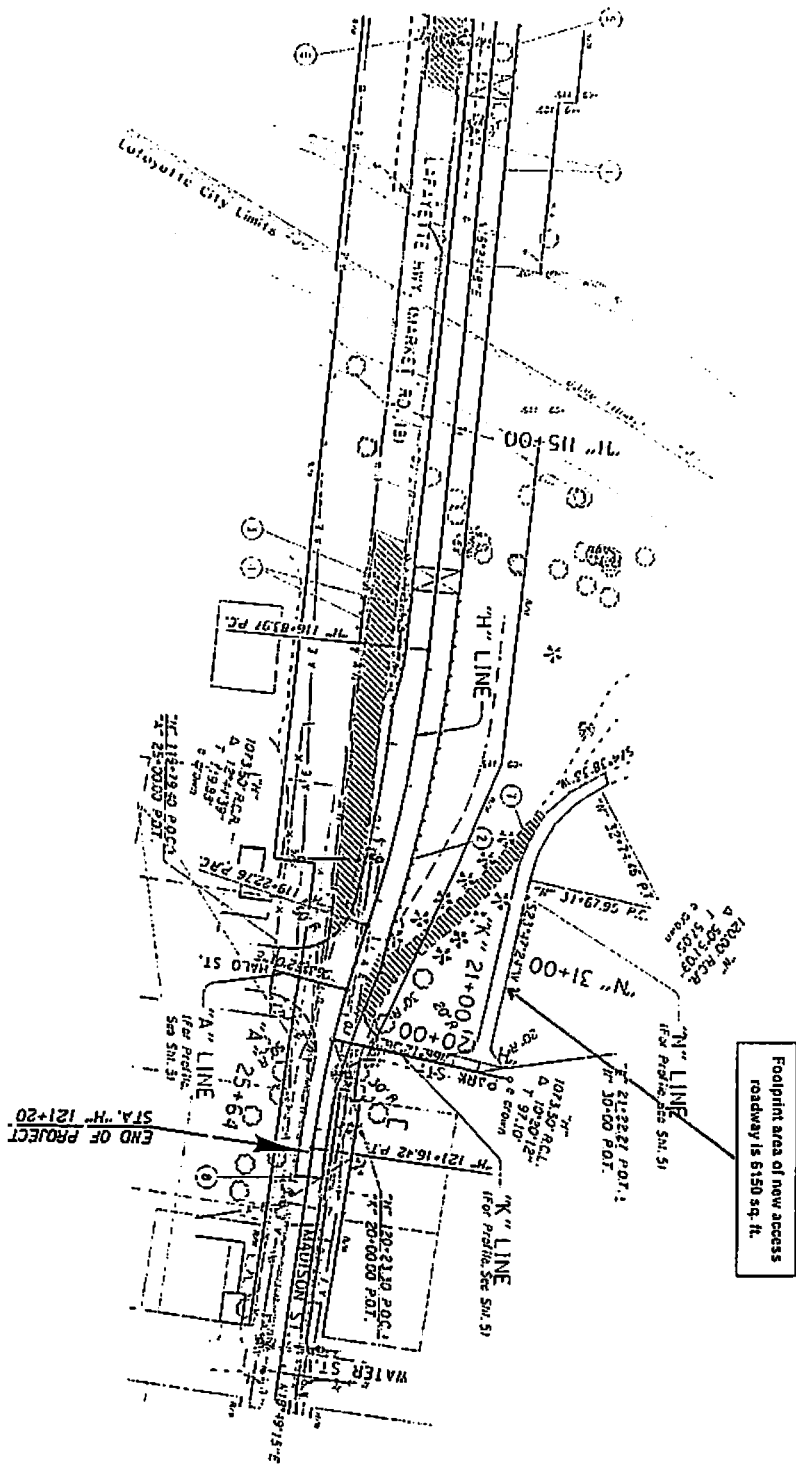
Station	to	Station	Width on Each Side of Center Line
"N" 30+00.00		"N" 30+30.00	30.00
"N" 30+30.00		"N" 32+93.20	15.00

Bearings are based on County Survey C.S. 11972, filed January 5, 2005, Yamhill County, Oregon.

This parcel of land contains 9,696 square feet, more or less.



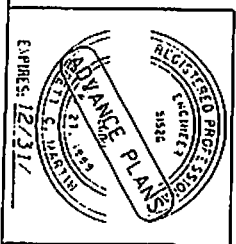
SEC. 7, T. 4S, R. 3W, W.M.
(LAFAYETTE)



Footprint area of new access roadway is 6150 sq. ft.

- ① Bridge No. 22351
Remove 240' Structure 11893A
Cost: Structure - 200
Rein. - 16
Rail. End Ponds At Bridge Ends - 20
For Dry Inst. See Sm. 11
- ② Sta. 718+28 To Sta. 719+51.11
Cost: Guardrail - 250 (Type 2)
Cost: Guardrail - 12.5 (Type 3)
Cost: Guardrail Transition
Type 1 (Type 2) - 2.0
Cost: Guardrail Transition
Type 2 (Type 3) - 2.0
- ③ Sta. 718+29 To Sta. 717+34.81
Cost: Guardrail - 12.5 (Type 2)
Cost: Guardrail - 12.5 (Type 3)
Cost: Guardrail Transition
Type 1 (Type 2) - 2.0
Cost: Guardrail Transition
Type 2 (Type 3) - 2.0
- ④ Remove 6150' Guardrail - 200
- ⑤ See Sm. 3, Note 1
Cost: Guardrail - 12.5 (Type 3)
Cost: Guardrail Transition
- ⑥ See Sm. 3, Note 2
Cost: Guardrail - 12.5 (Type 3)
Cost: Guardrail Transition
- ⑦ Concrete Access To Pier
- ⑧ 6" and 8" Inlet To Upland - 20'
For Details See Sm. 2B-41

Remove 6150' Sur/Guarding Stoneon Truss



Yahril River Lafayette Highway Bridge
Lafayette Highway
Lafayette County

Designed By: - Richard Doman/Groff Martin
Drafted By: - Vera Gellon
Reviewed By: - Richard Gellon

PLAN 4

Ex R

Recording Requested By, and
After Recording Return to:

Space Reserved For Recorder's Use

Yamhill County Legal Counsel
535 NE Fifth Street
McMinnville, OR 97218

**DEDICATION OF
PERMANENT EASEMENT**

This Permanent Easement is made this date set forth adjacent to the signature of Grantor's authorized representative below, by the City of Lafayette, a municipal corporation of the State of Oregon ("**Grantor**") to Yamhill County, a political subdivision of the State of Oregon ("**Grantee**").

RECITALS:

A. Grantor possesses a parcel of real estate within Lafayette city limits upon which Grantee needs permanent use to construct a bridge over the Yamhill River. Grantee has requested Grantor to convey a permanent easement in order to allow construction of the bridge.

B. On the 11th day of January, 2007 the Lafayette City Council met in open session and considered the grant of the easement conveyed herein. The Council found a conveyance in accordance with the terms of a contemporaneous intergovernmental agreement (IGA) to be in the best interests of the city's residents because it facilitated construction of the bridge. This dedication is made to consummate the transaction.

NOW, THEREFORE, For valuable consideration consisting of, among other things, a \$55,700 credit toward installation of a waterline across the new bridge as identified in the IGA, Grantor makes the following conveyance to Grantee:

1. Grant of Permanent Easement. Grantor hereby grants and conveys to Grantee a permanent, exclusive easement on, over, across and under that portion of the Grantor's Property as is described on **Exhibit A** and shown in **Exhibit B** attached hereto, to enable Grantee to construct a bridge over the Yamhill River.

2. Condition of Title. Grantor makes no representation or warranty as to the condition of Grantor's title to the subject real property.

3. Effect of Instrument. The easement granted hereunder shall run with the land as to all property burdened and benefitted by such easements, including any division or partition of such property. The rights, covenants and obligations contained in this instrument shall bind, burden

and benefit each of the party's respective agents, employees, independent contractors, successors and assigns.

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352."

IN WITNESS WHEREOF, this instrument is executed and delivered as of the date set forth below.

Grantor:

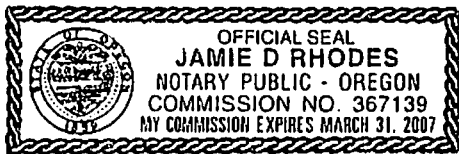
By: Diane J. Rinks

Title: CITY ADMINISTRATOR

Date: 1/12/07

STATE OF OREGON)
) ss
County of Yamhill)

This instrument was acknowledged before me on the 12 day of January, 2007 by Diane J. Rinks, in his or her official capacity as City Administrator of the City of Lafayette as a voluntary act and deed.



Jamie D Rhodes
Notary Public for Oregon
My commission expires: 3/31/2007

Permanent Easement for Roadway Purposes

A parcel of land lying in Town of Lafayette, Yamhill County, Oregon and being a portion of that property described in that Bargain and Sale Deed to the City of Lafayette, recorded July 8, 1959, as Volume 7, Page 422 of Yamhill County Official Records; the said parcel being that portion of said property included in a strip of land variable in width, lying on the Westerly side of the center line of Lafayette Highway (Market Road No. 18), which center line is described as follows:

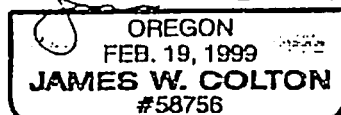
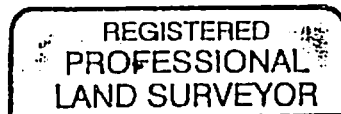
Beginning at Engineer's center line Station "HWY" 5+15.46, said station being 130.57 feet North and 28.68 feet West of the Northwest corner of Lot 6, Block 48 of the Town of Lafayette, Township 4 South, Range 3 West of the Willamette Meridian; thence South 18°39'31" West 579.50 feet; thence on a 7,639.44 foot radius curve left (the long chord of which bears South 17°37'39" West 274.99 feet) 275.00 feet; thence South 16°35'46" West 598.09 feet; thence on a spiral curve left (the long chord of which bears South 13°13'19" West 449.38 feet) 450.00 feet; thence on a 1,273.24 foot radius curve left (the long chord of which bears South 04°20'01" West 94.98 feet) 95.00 feet; thence South 02°11'46" West 224.37 feet; thence South 18°40'44" East 464.95 to Engineer's center line Station "HWY" 32+02.36.

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

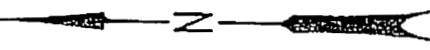
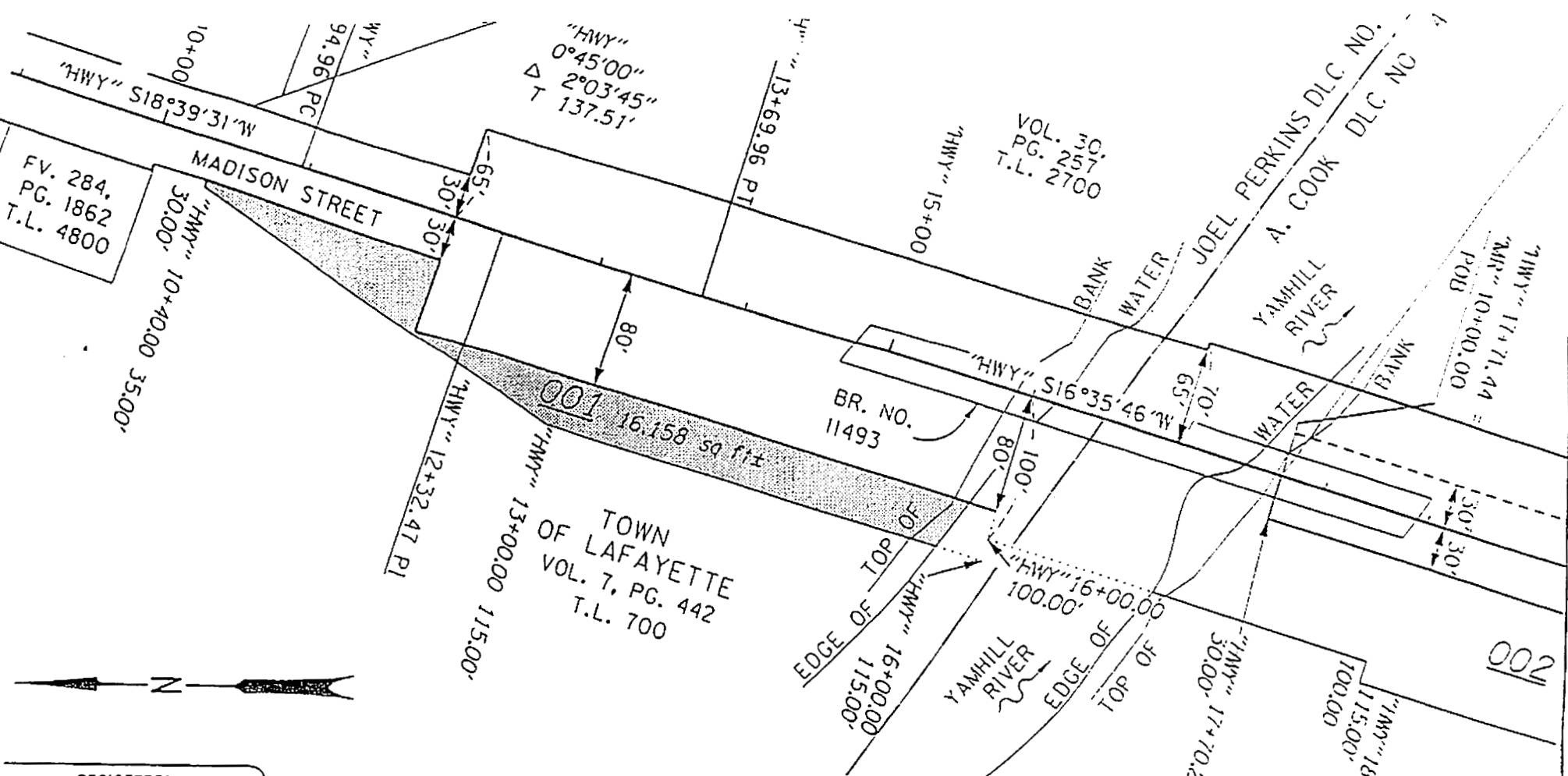
Station	to	Station	Width on Westerly Side of Center Line
"HWY" 10+40.00		"HWY" 13+00.00	35.00 in a straight line to 115.00
"HWY" 13+00.00		"HWY" 16+00.00	115.00

Bearings are based on County Survey C.S. 11972, filed January 5, 2005, Yamhill County, Oregon.

This parcel of land contains 16,158 square feet, more or less.



RENEWAL DATE: 12/31/05




REGISTERED
PROFESSIONAL
LAND SURVEYOR

James W. Colton

OREGON
FEB. 19, 1999
JAMES W. COLTON
#58756

 PARCEL FEE AREA

 **CONSULTING ENGINEERS**

520 COUNTRY CLUB RD., SUITE 1008
EUGENE, OREGON 97401
TEL. (541) 683-6090 FAX. (541) 683-6576
WWW.OBEC.COM

DEPARTMENT OF PUBLIC WORKS, YAMHILL COUNTY			
SECTION	YAMHILL RIVER (LAFAYETTE) BRIDGE		
DRG. NO.	117013001	KEY NO.	N/A
HIGHWAY	LAFAYETTE HIGHWAY / MADISON ST.		
COUNTY	YAMHILL		
SCALE :	1"=100'		DATE : OCTOBER 4, 2005

NEWAL DATE: DEC. 31, 2005
DNEED: 10/4/05