



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 4, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement for Right of Way Services
with the Oregon Department of Transportation for the CRC Mobility Improvement Project

Purpose/Outcomes	This agreement memorializes roles and responsibilities as agreed to by both parties related to right of way acquisition for the Clackamas Regional Center Mobility Improvement Project.
Dollar Amount and Fiscal Impact	The Agency will reimburse ODOT up to \$8,000 for ODOT expenditures related to right of way acquisition.
Funding Source	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District.
Duration	This Agreement will be in effect until December 18, 2021
Previous Board Action	The Board approved proceeding with design and construction of the project at a Study Session on April 11, 2017
Strategic Plan Alignment	Ensure Safe, Healthy and Secure Communities Build a Strong Infrastructure
Contact Person	David Queener, Program Supervisor, Clackamas County Development Agency – (503) 742-4322

BACKGROUND:

The Agency will begin construction of the Clackamas Regional Center Mobility Improvement Project in the summer 2019. In order to construct the project, it is necessary to acquire right of way.

This agreement between the County and ODOT memorializes the roles and responsibilities of each party as it relates to right of way acquisition.

The Agreement will remain in effect until December 18, 2021 and commits the Agency to reimburse ODOT for expenditures related to the right of way acquisition process.

County Counsel has reviewed and approved this Agreement.

RECOMMENDATION:

Staff recommends the Board approve and authorize the Chair to sign the Intergovernmental Agreement for Right of Way Services with Oregon Department of Transportation for the CRC Mobility Improvement project

Respectfully submitted,

David Queener, Program Supervisor
Development Agency

**INTERGOVERNMENTAL AGREEMENT
FOR RIGHT OF WAY SERVICES
CRC Mobility Improvements**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and COUNTY OF CLACKAMAS, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 283.110, 366.572 and 366.576, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 366.425, State may accept deposits of money or an irrevocable letter of credit from any county, city, road district, person, firm, or corporation for the performance of work on any public highway within the State. When said money or a letter of credit is deposited, State shall proceed with the Project. Money so deposited shall be disbursed for the purpose for which it was deposited.
3. That certain portions of SE 82nd Avenue and SE Sunnyside Road right of way will be acquired by Agency for relinquishment to STATE. The terms of this agreement shall pertain only to those rights of way acquired by Agency within the project limits that are to be relinquished to STATE. That certain portions of the project are under the jurisdiction and control of Agency and Agency may enter into an agreement for the acquisition of real property.

Highway 68, is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).

4. This Agreement shall define roles and responsibilities of the Parties regarding the real property to be used as part of right of way for road, street or construction of public improvement. The scope and funding is further described in IGA Agreement number 32508. Hereinafter, all acts necessary to accomplish services in this Agreement shall be referred to as "Project."
5. As of this time there are no local public agencies (LPAs) certified to independently administer federal-aid projects for right of way services. Therefore, State is ultimately responsible for the certification and oversight of all right of way activities under this Agreement (except as provided under "Agency Obligations" for LPAs in State's certification program for consultant selection).

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, to accomplish the objectives in Agreement No. 32508, State and Agency agree to perform certain right of way activities shown in Special Provisions - Exhibit A, attached hereto and by this reference made a part hereof. For the right of way services State performs on behalf of the Agency, under no conditions shall Agency's obligations exceed a maximum of \$8,000, including all expenses, unless agreed upon by both Parties.
2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 18, 2021, on which date this Agreement automatically terminates unless extended by a fully executed amendment.
3. The process to be followed by the Parties in carrying out this Agreement is set out in Exhibit A.
4. It is further agreed both Parties will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."

STATE OBLIGATIONS

1. State shall perform the work described in Special Provisions - Exhibit A.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.
3. State shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
4. State's right of way contact person for this Project is David Mendelson, Right of Way Project Manager, 123 NW Flanders Street, Portland, OR 97209, 503-731-8451), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in Special Provisions - Exhibit A.
2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of current budget. Agency is willing and able to finance all, or its pro-rata share of all, costs and expenses incurred in the Project up to its maximum.

3. Agency's needed right of way services, as identified in Exhibit A, may be performed by qualified individuals from any of the following sources:
 - a. Agency staff,
 - b. State staff,
 - c. Staff of another local public agency, as described in ODOT's Right of Way Manual and approved by the State's Region Right of Way Office;
 - d. Consultants from State's Full Service Architectural and Engineering (A&E) Price Agreement 2 Tier Selection Process. Tier 2 procurements must be requisitioned through State's Local Agency Liaison (LAL) with solicitation process administered by State Procurement Office. Forms and procedures for Tier 2 process are located at: <http://www.oregon.gov/ODOT/CS/OPO/docs/fs/tier2guide.doc>;
 - e. *Appraiser services procured by Agency from State's Qualified Appraiser List (on line at <http://www.oregon.gov/ODOT/HWY/ROW/Pages/index.aspx>);
 - f. *Other right of way related services procured by Agency from any source of qualified contractors or consultants.

* Selections may be based on price alone, price and qualifications, or qualifications alone followed by negotiation. **Federally funded procurements** by Agency for right of way services must be conducted under State's certification program for consultant selection and must comply with requirements in the [LPA A&E Requirements Guide](#) (and must use the State's standard [A&E Contract Template for LPAs](#) which may be modified to include State-approved provisions required by Agency). **State and local funded procurements** by Agency must be in conformance with applicable State rules and statutes for A&E "Related Services" (and Agency may use its own contract document).

4. If Agency intends to use Agency staff, staff of another local public agency, consultants (except for consultants on State's Qualified Appraiser List), or contractors to perform right of way services scheduled under this Agreement, Agency must receive prior written approval from State's Region Right of Way Office.
5. The LPA A&E Requirements Guide and A&E Contract Template referenced above under paragraph 3 are available on the following Internet page: [http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local Public Agency \(LPA\) Consultant Templates and Guidance Docs](http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx#Local_Public_Agency_(LPA)_Consultant_Templates_and_Guidance_Docs).
6. Agency or its subcontractor will strictly follow the rules, policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the "State Right of Way Manual."
7. Agency represents that this Agreement is signed by personnel authorized to do so on behalf of Agency.
8. Agency's right of way contact person for this Project is Sharan Hams-LaDuca Right of Way Program Manager, Clackamas County Department of Transportation, 150 Beaver Creek Road, Suite 325 Oregon City, Oregon 97045, 503-742-4675, shamsladuca@co.clackamas.or.us, or assigned designee upon individual's absence.

Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

PAYMENT FOR SERVICES AND EXPENDITURES:

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$8,000. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.
2. State shall upon execution of this Agreement, forward to Agency either: 1) a request to sign an irrevocable limited power of attorney to access the Local Government Investment Pool account of the Agency, or 2) a letter of request for an advance deposit. Agency shall make any advance deposit to the State's Financial Services Branch, in an amount equal to the estimate of costs to be incurred by State for the Project. The preliminary estimate of costs is \$8,000. Additional deposits, if any, shall be made as needed upon request from State and acceptance by Agency. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete Project.
 - a. Agency agrees to pay or reimburse all salaries and payroll reserves of State employees working on Project, direct costs, costs of rental equipment used, and per-diem expenditures, plus 10 percent surcharge on salary costs to cover administrative costs of Right of Way Section.
 - b. State shall present invoices for 100 percent of actual costs incurred by State on behalf of the Project directly to Agency's right of way contact for review and approval. Such invoices shall be in a form identifying the Project, the agreement number, invoice number or account number, and shall itemize all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one (1) month duration, based on actual expenses incurred.
 - c. Upon completion of right of way acquisition and receipt from State of a final itemized statement, Agency shall pay an amount which, when added to said advance deposit, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of Project shall be refunded to Agency.

GENERAL PROVISIONS:

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If either Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If either Party fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with

its terms, and after receipt of written notice fails to correct such failures within ten (10) days or such longer period as may be authorized.

- c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 3. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
 4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
 5. All employers that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of its subcontractors complies with these requirements.
 6. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in

the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

7. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
8. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
9. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
10. When federal funds are involved in this Agreement, Exhibits B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by Agency.
11. When federal funds are involved in this Agreement, Agency, as a recipient of federal funds, pursuant to this Agreement with the State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to the Federal Highway Administration, hold

harmless and indemnify the State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

12. The Parties hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
13. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
14. This Agreement and attached exhibits and Agreement No. 32508 constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

COUNTY OF CLACKAMAS, by and through its elected officials

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Date _____

Agency Contact:

Sharan Hams-LaDuca
Right of Way Program Manager,
Clackamas County Department of
Transportation, 150 Beaver Creek Road,
Suite 325 Oregon City, Oregon 97045
503-742-4675
shamsladuca@co.clackamas.or.us

State Contact:

David Mendelson
123 NW Flanders Street , Portland, Oregon
97209
503-731-8451
David.Mendelson@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
State Right of Way Manager

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Right of Way Manager

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By (insert N/A if not applicable)
Assistant Attorney General

Date _____

APPROVED

(If Litigation Work Related to Condemnation is to be done by State)

By (insert N/A if not applicable)
Chief Trial Counsel

Date _____

SPECIAL PROVISIONS EXHIBIT A
Right of Way Services

THINGS TO BE DONE BY STATE OR AGENCY

1. Pursuant to this Agreement, the work performed on behalf of the Agency can be performed by the Agency, the Agency's consultant, the State or a State Flex Services consultant, as listed under Agency Obligations, paragraph 3 of this Agreement. The work may be performed by Agency staff or any of these representatives on behalf of Agency individually or collectively provided they are qualified to perform such functions and after receipt of approval from the State's Region Region 1 Right of Way Manager.
2. With the exception of work related to appraisals, State shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from Agency.

Instructions: Insert either: State, Agency, or N/A on each line.

A. Preliminary Phase

1. Agency shall provide preliminary cost estimates.
2. Agency shall make preliminary contacts with property owners.
3. Agency shall gather and provide data for environmental documents.
4. Agency shall develop access and approach road list.
5. Agency shall help provide field location and Project data.

B. Acquisition Phase

1. General:
 - a. When doing the Acquisition work, as described in this Section, Agency shall provide State with a status report of the Project monthly.
 - b. Title to properties acquired shall be in the name of the Agency.
 - c. The Agency shall adopt a resolution of intention and determination of necessity in accord with ORS 35.235 and ORS 35.610, authorizing acquisition and condemnation, such approval will be conditioned on passage of a resolution by Agency substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof. If the Oregon Department of Justice is to handle condemnation work, prior approval evidenced by Chief Trial Counsel, Department of Justice, signature on this Agreement is required; and authorization for such representation

shall be included in the resolution adopted by the Agency. Prior approval by Oregon Department of Justice is required.

2. Legal Descriptions:

- a. Agency shall provide sufficient horizontal control, recovery and retracement surveys, vesting deeds, maps and other data so that legal descriptions can be written.
- b. Agency shall provide construction plans and cross-section information for the Project.
- c. Agency shall write legal descriptions and prepare right of way maps. If the Agency acquires any right of way on a State highway, the property descriptions and right of way maps shall be based upon centerline stationing and shall be prepared in accordance with the current "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide" and the "Right of Way Engineering Manual." The preliminary and final versions of the property descriptions and right of way maps must be reviewed and approved by the State.
- d. Agency shall specify the degree of title to be acquired (e.g., fee, easement).

3. Real Property and Title Insurance:

- a. Agency shall provide preliminary title reports, if State determines they are needed, before negotiations for acquisition commence.
- b. Agency shall determine sufficiency of title (taking subject to). If the Agency acquires any right of way on a State highway, sufficiency of title (taking subject to) shall be determined in accordance with the current "State Right of Way Manual" and the "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide." Agency shall clear any encumbrances necessary to conform to these requirements, obtain Title Insurance policies as required and provide the State copies of any title policies for the properties acquired.
- c. Agency shall conduct a Level 1 Initial Site Assessment, according to State Guidance, within Project limits to detect presence of hazardous materials on any property purchase, excavation or disturbance of structures, as early in the Project design as possible, but at a minimum prior to property acquisition or approved design.
- d. Agency shall conduct a Level 2 Preliminary Site Investigation, according to State Guidance, of sufficient scope to confirm the presence of contamination, determine impacts to properties and develop special provisions and cost estimates, if the Level 1 Initial Site Assessment indicates the potential presence of contamination that could impact the properties.

- If contamination is found, a recommendation for remediation will be presented to State.
- e. Agency) shall be responsible for proper treatment and cost of any necessary remediation.
 - f. Agency shall conduct asbestos, lead paint and other hazardous materials surveys for all structures that will be demolished, renovated or otherwise disturbed. Asbestos surveys must be conducted by an AHERA (asbestos hazard emergency response act) certified inspector.
4. Appraisal:
- a. Agency shall conduct the valuation process of properties to be acquired.
 - b. Agency shall perform the Appraisal Reviews to set Just Compensation.
 - c. Agency shall recommend Just Compensation, based upon a review of the valuation by qualified personnel.
5. Negotiations:
- a. Agency shall tender all monetary offers to land-owners in writing at the compensation shown in the appraisal review. Agency shall have sole authority to negotiate and make all settlement offers. Conveyances taken for more or less than the approved Just Compensation will require a statement justifying the settlement. Said statement will include the consideration of any property trades, construction obligations and zoning or permit concessions.
 - b. State and Agency shall determine a date for certification of right of way and agree to cosign the State's Right of Way Certification form. State and Agency agree possession of all right of way shall occur prior to advertising for any construction contract, unless exceptions have been agreed to by Agency and State.
 - c. Agency agrees to file all Recommendations for Condemnation at least seventy (70) days prior to the right of way certification date if negotiations have not been successful on those properties.
6. Relocation:
- a. Agency shall perform any relocation assistance, make replacement housing computations, and do all things necessary to relocate any displaced parties on the Project.
 - b. Agency shall make all relocation and moving payments for the Project.

- c. Agency shall facilitate the relocation appeal process.

C. Closing Phase

1. Agency shall close all transactions. This includes drawing of deeds, releases and satisfactions necessary to clear title, obtaining signatures on release documents, and making all payments. If State is working as a consultant for the Agency, State shall submit all signed Final Report packets, information required by the Uniform Act, and agreements to the Agency.
2. Agency shall record conveyance documents, only upon acceptance by appropriate agency.

D. Property Management

1. Agency shall take possession of all the acquired properties. There shall be no encroachments of buildings or other private improvements allowed upon the State highway right of way.
2. Agency shall dispose of all improvements and excess land consistent with State prevailing laws and policies.

E. Condemnation

1. Agency may offer mediation if the Agency and property owners have reached an impasse.
2. Agency shall perform all administrative functions in preparation of the condemnation process, such as preparing final offer and complaint letters.
3. Agency shall perform all legal and litigation work related to the condemnation process. Agency is responsible for passage of a resolution substantially in the form attached hereto as Exhibit D, and by this reference made a part hereof, specifically identifying the property being acquired.
4. When State shall perform legal or litigation work related to the condemnation process, Agency acknowledges, agrees and undertakes to assure that no member of Agency's board or council, nor Agency's mayor, when such member or mayor is a practicing attorney, nor Agency's attorney nor any member of the law firm of Agency's attorney, board or council member, or mayor, will represent any party, except Agency, against the State of Oregon, its employees or contractors, in any matter arising from or related to the Project which is the subject of this Agreement.

F. Transfer of Right of Way to State

When right of way is being acquired in Agency's name, Agency agrees to transfer and State agrees to accept all right of way acquired on the State highway. The specific method of

conveyance will be determined by the Agency and the State at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. Agency agrees to provide the State all information and file documentation the State deems necessary to integrate the right of way into the State's highway system. At a minimum, this includes: copies of all recorded conveyance documents used to vest title in the name of the Agency during the right of way acquisition process, and the Agency's Final Report or Summary Report for each acquisition file that reflects the terms of the acquisition and all agreements with the property owner(s).

G. Transfer of Right of Way to Agency

When right of way is being acquired in State's name, State agrees to transfer and Agency agrees to accept all right of way acquired on the Agency's facility, subject to concurrence from FHWA at the time of the transfer. The specific method of conveyance will be determined by the State and the Agency at the time of transfer and shall be coordinated by the State's Region Right of Way Manager. If requested, State agrees to provide Agency information and file documentation associated with the transfer.

RESOLUTION EXERCISING THE POWER OF EMINENT DOMAIN EXHIBIT D
Right of Way Services

WHEREAS (insert title of agency) may exercise the power of eminent domain pursuant to (Agency's charter) (statutes conferring authority) and the Law of the State of Oregon generally, when the exercise of such power is deemed necessary by the (insert title of agency)'s governing body to accomplish public purposes for which (insert title of agency) has responsibility;

WHEREAS (insert title of agency) has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public;

WHEREAS the project or projects known as (insert Project name) have been planned in accordance with appropriate engineering standards for the construction, maintenance or improvement of said transportation infrastructure such that property damage is minimized, transportation promoted, travel safeguarded; and

WHEREAS to accomplish the project or projects set forth above it is necessary to acquire the interests in the property described in "Exhibit A," attached to this resolution and, by this reference incorporated herein; now, therefore

BE IT HEREBY RESOLVED by (Agency's Council, Commission, or Board)

1. The foregoing statements of authority and need are, in fact, the case. The project or projects for which the property is required and is being acquired are necessary in the public interest, and the same have been planned, designed, located, and will be constructed in a manner which will be most compatible with the greatest public good and the least private injury;
2. The power of eminent domain is hereby exercised with respect to each of the interests in property described in Exhibit A. Each is acquired subject to payment of just compensation and subject to procedural requirements of Oregon law;
3. The (insert title of agency)'s staff and the (Agency's Attorney, Counsel, or District's Counsel (or) (The Oregon Department of Transportation and the Attorney General) are authorized and requested to attempt to agree with the owner and other persons in interest as to the compensation to be paid for each acquisition, and, in the event that no satisfactory agreement can be reached, to commence and prosecute such condemnation proceedings as may be necessary to finally determine just compensation or any other issue appropriate to be determined by a court in connection with the acquisition. This authorization is not intended to expand the jurisdiction of any court to decide matters determined above or determinable by the (Agency's Council, Commission, or Board).
4. (insert title of agency) expressly reserves its jurisdiction to determine the necessity or propriety of any acquisition, its quantity, quality, or locality, and to change or abandon any acquisition.

DATED this ____ day of _____, 20__



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 4, 2019

Development Agency Board
Board of County Commissioners
Clackamas County

Members of the Board:

Execution of a Property Line Adjustment with Pat Murphy and Dyan Murphy to Adjust Approximately 0.145 Acres on Property Located on Capps Road West of SE 120th Avenue

Purpose/Outcomes	Execute a property line adjustment in order to facilitate development of the CIAO site
Dollar Amount and Fiscal Impact	None identified
Funding Source	N/A
Duration	Permanent
Previous Board Action	Approval of a Property Exchange Agreement on January 10, 2019
Strategic Plan Alignment	1. Build public trust through good government.
Contact Person	David Queener, 503-742-4322
Contract No.	<i>None</i>

BACKGROUND:

As part of the pending sale of a portion of the Clackamas Industrial Area Opportunity (CIAO) property to Bottling Group, LLC, the Development Agency is obligated to address certain encumbrances affecting title to the property. One such encumbrance is a potential adverse possession claim by the property owners to the north. Over the course of the last several months, the Development Agency, representatives from Bottling Group, LLC, and the property owners to the north, Patrick and Dyan Murphy, have negotiated a solution that would resolve the title encumbrance issue and provide Bottling Group, LLC the access it needs to properly develop the site.

More specifically, Patrick and Dyan Murphy would transfer any claim they have to an area approximately 0.27 acres in size along the common north south border of the two parcels. In exchange, the Development Agency would transfer approximately 0.145 acres adjacent to a common property line, to Patrick and Dyan Murphy.

To facilitate transfer of the properties, a property line adjustment is necessary. By executing attached property line adjustment deed, the Agency will transfer 0.145 acres to Patrick and Dyan Murphy.

County Counsel has reviewed and approved this Deed

RECOMMENDATION:

Staff recommends the Board execute the attached Property Line Adjustment Deed.

Respectfully submitted,

David Queener
Development Agency Program Supervisor

MAIL TAX STATEMENTS TO:

No Change

AFTER RECORDING RETURN TO:

Clackamas County Development Agency
Development Services Building
150 Beaver creek Rd.
Oregon City, Oregon 97045

GRANTOR'S ADDRESS:

Clackamas County Development Agency
Development Services Building
150 Beaver creek Rd.
Oregon City, Oregon 97045

GRANTEE'S ADDRESS:

Clackamas County Development Agency
Development Services Building
150 Beaver creek Rd.
Oregon City, Oregon 97045

PROPERTY LINE ADJUSTMENT DEED

The Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon ("**Grantor**"), is the owner of real property located in Clackamas County, Oregon, referred to herein as "**Tract 1**," and more particularly described on **Exhibit "A**," which is attached hereto and by this reference incorporated herein. Grantor obtained its interest in Tract 1 as evidenced in the Bargain and Sale Deed recorded in the Clackamas County real property records as Document #2018-013894. **Patrick L. Murphy and Dyan M. Murphy** ("**Grantees**"), are the owner of real property located in Clackamas County, Oregon, referred to herein as "**Tract 2**," more particularly described on **Exhibit "B**," which is attached hereto and by this reference incorporated herein. Grantee obtained its interest in Tract 2 as evidenced in the Statutory Warranty Deed recorded in the Clackamas County real property records as Document #2009-015937.

The purpose of this Property Line Adjustment Deed (the "**Deed**") is to effect a property line adjustment between Tract 1 and Tract 2 such that Tract 1 will be decreased in size by approximately 0.145 acres and will hereafter consist of only the land described on **Exhibit "D**," which is attached hereto and incorporated herein by this reference, and Tract 2 will be increased in size by approximately 0.145 acres and will hereafter consist of the land more particularly described on **Exhibit "E**," which is attached hereto and incorporated herein by this reference.

NOW THEREFORE, in order to effect the property line adjustment and to create the reconfigured lots as described on **Exhibits "D**" and **"E**," Grantor does hereby grant, transfer, and convey unto Grantees, all of that certain real property situated in Clackamas County, Oregon, described on **Exhibit "C**" which is attached hereto and by this reference incorporated herein.

The true and actual consideration for this transfer, stated in terms of dollars is \$0; however the actual consideration consists of other property or values which is the whole consideration. The purpose of this Deed is to effect a property line adjustment, and the two parcels are to remain separate and distinct.

“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.”

This Property Line Adjustment Deed is executed this _____ day of _____, 20 ____.

GRANTOR
Clackamas County Development Agency

Chair

State of Oregon)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 20____, by _____,
Chair of the Clackamas County Development Agency.

Before me:

Notary Public for Oregon
My Commission Expires: _____

GRANTEES:
Patrick L. Murphy
Dyan M. Murphy

Patrick L. Murphy

State of Oregon)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 20____, by Patrick L. Murphy, Owner.

Notary Public for Oregon
My Commission Expires: _____

Dyan M. Murphy

State of Oregon)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 20____, by Dyan M. Murphy, Owner.

Notary Public for Oregon
My Commission Expires: _____

Exhibit A

Capps Industrial Area
January 11, 2019
Development Agency

Map No. 22E 15A 01200
Page 1 of 1

Record Legal Description 22E 15A 01200

A part of the Northeast one-quarter of Section 15, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at a point on the West boundary of a tract of land conveyed to D.D. Anderson by Deed recorded March 22, 1930 in Book 204, page 608, Deed Records, that is 793.5 feet East and 566.27 feet South of the one-quarter corner on the North boundary line of Section 15, Township 2 South, Range 2 East of the Willamette Meridian, from said point of beginning; thence South along the West boundary of the said Anderson tract, 422.73 feet to an iron pipe at the Northwest corner of a tract of land conveyed to John A. Kaslin, et ux, by Deed recorded August 1, 1962 in Book 608, page 1, Deed Records; thence Easterly along the North boundary of the said Kaslin tract the following courses and distances, South $82^{\circ}25'$ East 95.6 feet, South $84^{\circ}11'$ East 126.86 feet, North $79^{\circ}13'$ East 182.4 feet to an iron pipe on the East boundary of the said Anderson tract, and the Northeast corner of the said Kaslin tract; thence North along the said East boundary of said Anderson tract 414.09 feet to a point that is 566.27 feet South of the North boundary line of said Section 15; thence West parallel with the said North boundary 400.15 feet to the point of beginning.

Exhibit B

Capps Industrial Area
January 11, 2019
Development Agency

Map No. 22E 15A 01300/01400
Page 1 of 2

Record Legal Description 22E 15A 01300 and 01400 (One legal lot)

PARCEL I:

A tract of land in Section 15, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe which is 793.5 feet East and 1318.63 feet South of the quarter section corner on the North line of Section 15 Township 2 South, Range 2 East of the Willamette Meridian; thence East, 400.15 feet; thence North 338.27 feet; thence South 79°13' West, 182.4 feet; thence North 84°11' West, 126.86 feet; thence North 82°25' West, 95.6 feet to a point which is North 329.63 feet from the point of beginning; thence South 329.63 feet to the point of beginning.

EXCEPTING THEREFROM the East 136 feet thereof as cut off by a line drawn parallel with the East line of said property.

TOGETHER WITH an Easement for ingress and egress over and across the South 40 feet of said East 136 feet.

TOGETHER WITH an Easement for road purposes and utility poles along one side of property being described as follows:

Part of Section 15, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the intersection of the West line of the Hackett and Capps Road No. 88 with the South line of the Presley Welch Donation Land Claim; thence Westerly tracing the South line of said Donation Land Claim to a point 20 feet North of the most Northerly Northwest corner of that tract conveyed to Charles Edward Grant, et ux, by Deed recorded in Book 570, Page 90, Deed Records; thence continuing Westerly on said South boundary of the Welch Donation Land Claim, a distance of 125 feet; thence South a distance of 20 feet; thence Easterly parallel with the South boundary of said Welch Donation Land Claim to a point that is 20 feet South of the place of beginning; thence North a distance of 20 feet to the point of beginning.

PARCEL II:

The East 136 feet of the following described tract of land.

A tract of land in Section 15, Township 2 South, Range 2 East of the Willamette Meridian in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe which is 793.5 feet East and 1318.63 feet South of the quarter section corner of the North line of Section 15, Township 2 South, Range 2 East of the Willamette Meridian; thence East, 400.15 feet; thence North 338.27 feet; thence South 79°13' West, 182.4 feet; thence North 84°11' West, 126.86 feet; thence North 82°25' West, 95.6 feet to a point which is North 329.63 feet from the point of beginning; thence South 329.63 feet to the point of beginning.

TOGETHER WITH an Easement for road purposes and utility poles along one side of property being described as follows:

Part of Section 15, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

Exhibit B

Capps Industrial Area
January 11, 2019
Development Agency

Map No. 22E 15A 01300/01400
Page 2 of 2

Beginning at the intersection of the West line of the Hackett and Capps Road No. 88 with the South line of the Presley Welch Donation Land Claim; thence Westerly tracing the South line of said Donation Land Claim to a point 20 feet North of the most Northerly Northwest corner of that tract conveyed to Charles Edward Grant et ux, by Deed Recorded in Book 570 Page 90, Deed Records; thence continuing Westerly on said South boundary of the Welch Donation Land Claim, a distance of 125 feet; thence South a distance of 20 feet; thence Easterly parallel with the South boundary of said Welch Donation Land Claim to a point that is 20 feet South of the place of beginning; thence North a distance of 20 feet to the point of beginning.

Exhibit C



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127
www.nwsrvy.com

Exchange Area

December 3, 2018

NWS Project Number 1821

Page 1 of 1

A tract of land being a portion of that property described as Parcel VII in a deed to Clackamas County Development Agency recorded on October 8, 2009 as Document Number 2009-071163, Clackamas County Deed Records, located in the northeast one-quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and more particularly described as follows:

Commencing at the north one-quarter corner of said Section 15, said point being marked by a 3-1/4 inch bronze disk; Thence along the north line of the northeast one-quarter of said Section 15, North 89°50'46" East 662.95 feet to the northerly extension of the east line of that property conveyed to IPT Clackamas DC LLC by a deed recorded on December 19, 2014 as Document Number 2014-065094, Clackamas County Deed Records; Thence along said northerly extension and the east line of said IPT Clackamas DC LLC property, South 00°01'11" West 602.40 feet to a 5/8 inch iron rod located at the southwest corner of that property conveyed to Gabriel Enterprises, LLC by a deed recorded on August 14, 2008 as Document Number 2008-057309, Clackamas County Deed Records, said point also being an angle point on the northerly boundary of that property described as Tract B in a deed to Clackamas County Development Agency recorded October 12, 2018 as Document Number 2018-062874, Clackamas County Deed Records; Thence along the most northerly line of said Tract B, North 89°39'36" East 133.25 feet to the northeast corner thereof, also being an angle point on the westerly line of said Parcel VII; Thence along the westerly line of said Parcel VII, South 00°03'13" West 383.38 feet to a 3/4 inch iron pipe located at the southwest corner thereof and the Point of Beginning;

Thence North 88°50'16" East 400.29 feet to the southeast corner of said Parcel VII, said point being marked by 3/4 inch iron pipe; Thence along the southerly boundary of said Parcel VII, South 79°13'04" West 182.56 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence continuing along said southerly boundary, North 84°02'57" West 126.91 feet to a 3/4 inch iron pipe; Thence continuing along said southerly boundary, North 82°15'10" West 95.51 feet to the Point of Beginning.

The above described tract of land contains 0.145 acres, more or less.

The bearings in this description are based on survey number 2017-092, Clackamas County Survey Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 15, 2002
CLINTON H. STUBBS JR.
55489LS

RENEWS: 08/30/20

Exhibit D



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127
www.nwsrvy.com

Tract 1

December 3, 2018

NWS Project Number 1821

Page 1 of 1

A tract of land being a portion of that property described as Parcel VII in a deed to Clackamas County Development Agency recorded on October 8, 2009 as Document Number 2009-071163, Clackamas County Deed Records, located in the northeast one-quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and more particularly described as follows:

Commencing at the north one-quarter corner of said Section 15, said point being marked by a 3-1/4 inch bronze disk; Thence along the north line of the northeast one-quarter of said Section 15, North 89°50'46" East 662.95 feet to the northerly extension of the east line of that property conveyed to IPT Clackamas DC LLC by a deed recorded on December 19, 2014 as Document Number 2014-065094, Clackamas County Deed Records; Thence along said northerly extension and the east line of said IPT Clackamas DC LLC property, South 00°01'11" West 602.40 feet to a 5/8 inch iron rod located at the southwest corner of that property conveyed to Gabriel Enterprises, LLC by a deed recorded on August 14, 2008 as Document Number 2008-057309, Clackamas County Deed Records, said point also being an angle point on the northerly boundary of that property described as Tract B in a deed to Clackamas County Development Agency recorded October 12, 2018 as Document Number 2018-062874, Clackamas County Deed Records; Thence along the most northerly line of said Tract B, North 89°39'36" East 133.25 feet to the northeast corner thereof, also being an angle point on the westerly line of said Parcel VII and the Point of Beginning;

Thence along the westerly line of said Parcel VII, South 00°03'13" West 383.38 feet to a 3/4 inch iron pipe located at the southwest corner thereof; Thence North 88°50'16" East 400.29 feet to the southeast corner thereof, said point being marked by 3/4 inch iron pipe; Thence along the easterly boundary of said Parcel VII, North 00°02'02" East 412.02 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD" at the northeast corner thereof; Thence along the northerly line of said Parcel VII, South 89°50'03" West 400.02 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD" at the northwest corner thereof; Thence along the westerly boundary of said Parcel VII, South 00°07'28" West 35.60 feet to the Point of Beginning.

The above described tract of land contains 3.816 acres, more or less.

The bearings in this description are based on survey number 2017-092, Clackamas County Survey Records.



Clinton H. Stubbs Jr.



RENEWS: 06/30/20

Exhibit E



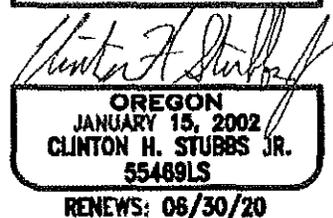
1815 NW 169th Place, Suite 2090
Beaverton, OR 97006

Tract 2

December 3, 2018

NWS Project Number 1821

Page 1 of 1



A tract of land being described in a deed to Patrick L. Murphy and Dyan M. Murphy recorded on March 12, 2009 as Document Number 2009-015937 and a portion of that property described as Parcel VII in a deed to Clackamas County Development Agency recorded on October 8, 2009 as Document Number 2009-071163, Clackamas County Deed Records, located in the northeast one-quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and more particularly described as follows:

Commencing at the north one-quarter corner of said Section 15, said point being marked by a 3-1/4 inch bronze disk; Thence along the north line of the northeast one-quarter of said Section 15, North 89°50'46" East 662.95 feet to the northerly extension of the east line of that property conveyed to IPT Clackamas DC LLC by a deed recorded on December 19, 2014 as Document Number 2014-065094, Clackamas County Deed Records; Thence along said northerly extension and the east line of said IPT Clackamas DC LLC property, South 00°01'11" West 602.40 feet to a 5/8 inch iron rod located at the southwest corner of that property conveyed to Gabriel Enterprises, LLC by a deed recorded on August 14, 2008 as Document Number 2008-057309, Clackamas County Deed Records, said point also being an angle point on the northerly boundary of that property described as Tract B in a deed to Clackamas County Development Agency recorded October 12, 2018 as Document Number 2018-062874, Clackamas County Deed Records; Thence along the most northerly line of said Tract B, North 89°39'36" East 133.25 feet to the northeast corner thereof, also being an angle point on the westerly line of said Parcel VII; Thence along the westerly line of said Parcel VII, South 00°03'13" West 383.38 feet to a 3/4 inch iron pipe located at the southwest corner thereof and the Point of Beginning;

Thence North 88°50'16" East 400.29 feet to the southeast corner of said Parcel VII also being the northeast corner of said Murphy property, said point being marked by 3/4 inch iron pipe; Thence along the easterly boundary of said Murphy property, South 00°08'00" West 299.74 feet to the northwest corner of the right-of-way terminus of SE Capps Road; Thence along the westerly right-of-way terminus line of SE Capps Road, South 00°10'06" West 39.94 feet to a 5/8 inch iron rod at the southeast corner of said Murphy property; Thence along the southerly line of said Murphy property, South 89°58'02" West 400.25 feet to the southwest corner thereof; Thence along the westerly line of said Murphy property, North 00°08'50" East 331.80 feet to the Point of Beginning.

The above described tract of land contains 3.085 acres, more or less.

The bearings in this description are based on survey number 2017-092, Clackamas County Survey Records.



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 4, 2019

Development Agency Board
Board of County Commissioners
Clackamas County

Members of the Board:

Execution of a Property Line Adjustment with Pat Murphy and Dyan Murphy to Adjust Approximately 0.014 Acres on Property Located on Capps Road West of SE 120th Avenue

Purpose/Outcomes	Execute a property line adjustment in order to facilitate development of the CIAO site
Dollar Amount and Fiscal Impact	None identified
Funding Source	N/A
Duration	Permanent
Previous Board Action	Approval of a Property Exchange Agreement on January 10, 2019
Strategic Plan Alignment	1. Build public trust through good government.
Contact Person	David Queener, 503-742-4322
Contract No.	<i>None</i>

BACKGROUND:

As part of the pending sale of a portion of the Clackamas Industrial Area Opportunity (CIAO) property to Bottling Group, LLC, the Development Agency is obligated to address certain encumbrances affecting title to the property. One such encumbrance is a potential adverse possession claim by the property owners to the north. Over the course of the last several months, the Development Agency, representatives from Bottling Group, LLC, and the property owners to the north, Patrick and Dyan Murphy, have negotiated a solution that would resolve the title encumbrance issue and provide Bottling Group, LLC the access it needs to properly develop the site.

More specifically, Patrick and Dyan Murphy would transfer any claim they have to an area approximately 0.309 acres in size along the common north south border of the two parcels. In exchange, the Development Agency would transfer approximately 0.324 acres along their eastern border to Patrick and Dyan Murphy.

To facilitate transfer of the properties, a property line adjustment is necessary. By executing attached property line adjustment deed, the Agency will transfer a net increase of 0.014 acres to Patrick and Dyan Murphy.

County Counsel has reviewed and approved this Deed

RECOMMENDATION:

Staff recommends the Board execute the attached Property Line Adjustment Deed.

Respectfully submitted,

David Queener
Development Agency Program Supervisor

MAIL TAX STATEMENTS TO:

No Change

AFTER RECORDING RETURN TO:

Clackamas County Development Agency
Development Services Building
150 Beaver Creek Rd.
Oregon City, Oregon 97045

GRANTOR'S ADDRESS:

Clackamas County Development Agency
Development Services Building
150 Beaver Creek Rd.
Oregon City, Oregon 97045

GRANTEE'S ADDRESS:

Patrick L. Murphy &
Dyan M. Murphy
PO Box 442
Boring, Oregon 97009

PROPERTY LINE ADJUSTMENT DEED

The Clackamas County Development Agency, the Urban Renewal Agency of Clackamas County, Oregon ("**Property One Owner**"), is the owner of real property located in Clackamas County, Oregon, referred to herein as "**Tract 1**," and more particularly described on **Exhibit "A**," which is attached hereto and by this reference incorporated herein. The Property One Owner obtained its interest in Tract 1 as evidenced in the Bargain and Sale Deed recorded in the Clackamas County real property records as Document #2018-013894, and in the Property Line Adjustment Deed recorded in the Clackamas County real property records as Document #2019-_____. **Patrick L. Murphy and Dyan M. Murphy (collectively "Property Two Owners")**, are the owners of real property located in Clackamas County, Oregon, referred to herein as "**Tract 2**," more particularly described on **Exhibit "B**," which is attached hereto and by this reference incorporated herein. The Property Two Owners obtained their interest in Tract 2 as evidenced in the Statutory Warranty Deed recorded in the Clackamas County real property records as Document #2009-015937, and in the Property Line Adjustment Deed recorded in the Clackamas County real property records as Document #2019-_____.

The true and actual consideration for this transfer, stated in terms of dollars is \$0; however the actual consideration consists of other property or values which is the whole consideration. The purpose of this Deed is to effect a property line adjustment, and the two parcels are to remain separate and distinct.

The purpose of this Property Line Adjustment Deed (the "**Deed**") is to effect a property line adjustment between Tract 1 and Tract 2 such that Tract 1 will experience a net decrease in size by approximately 0.014 acres and will hereafter consist of only the land described on **Exhibit "D**," which is attached hereto and incorporated herein by this reference, and Tract 2 will experience a net increase in size by approximately 0.014 acres and will hereafter consist of the land more particularly described on **Exhibit "E**," which is attached hereto and incorporated herein by this reference.

NOW THEREFORE, in order to effect the property line adjustment and to create the reconfigured lots as described on **Exhibits "D" and "E**," **Property One Owner** does hereby grant, transfer, and convey

unto *Property Two Owners*, all of that certain real property situated in Clackamas County, Oregon, described on *Exhibit "C-2,"* which is attached hereto and by this reference incorporated herein.

Property Two Owners do hereby grant, transfer and convey unto *Property One Owner*, all of that certain real property situated in Clackamas County, Oregon, described on *Exhibit "C-1,"* which is attached hereto and by this reference incorporated herein.

"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."

This Property Line Adjustment Deed is executed this _____ day of _____, 20_____.

PROPERTY ONE OWNER:
Clackamas County Development Agency

Chair

State of Oregon)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 20_____, by _____,
Chair of the Clackamas County Development Agency.

Notary Public for Oregon
My Commission Expires: _____

PROPERTY TWO OWNERS:

Patrick L. Murphy

Dyan M. Murphy

Patrick L. Murphy

State of Oregon)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 20____, by Patrick L. Murphy, Owner.

Notary Public for Oregon
My Commission Expires: _____

Dyan M. Murphy

State of Oregon)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 20____, by Dyan M. Murphy, Owner.

Notary Public for Oregon
My Commission Expires: _____

Exhibit A

Capps Industrial Area
January 11, 2019
Development Agency

Map No. 22E 15A 01700
Page 1 of 2

Record Legal Description 22E 15A 01700

A tract of land being a portion of that property described as Tract 1 in a property line adjustment deed recorded May 23, 2017 as Document Number 2017-034564, Clackamas County Deed Records, and a portion of that property described as Parcel VIII in a deed to Clackamas County Development Agency recorded on October 8, 2009 as Document Number 2009-071163, Clackamas County Deed Records, located in the northeast one-quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and more particularly described as follows:

Commencing at the north one-quarter corner of said Section 15, said point being marked by a 3-1/4 inch bronze disk; Thence along the north line of the northeast one-quarter of said Section 15, North 89°50'46" East 662.95 feet to the northerly extension of the east line of that property conveyed to IPT Clackamas DC LLC by a deed recorded on December 19, 2014 as Document Number 2014-065094, Clackamas County Deed Records; Thence along said northerly extension and the east line of said IPT Clackamas DC LLC property, South 00°01'11" West 620.00 feet to the southeast corner thereof, said point also being the most northerly northeast corner of said Tract 1 and being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most northerly line of said Tract 1, South 89°49'50" West 233.59 feet to the most northerly northwest corner thereof, said point being marked by 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most northerly west line of said Tract 1, South 00°05'09" West 363.74 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc" and the Point of Beginning;

Thence leaving said most northerly west line, South 89°54'51" East 367.03 feet to a 3/4 inch iron pipe located on the east line of said Parcel VIII; Thence along the east line of said Parcel VIII, South 00°08'50" West 331.80 feet to the southeast corner thereof, said point being marked by 5/8 inch iron rod and being on the northerly boundary of said Tract 1; Thence along the northerly boundary of said Tract 1, North 89°58'02" East 400.25 feet to a 5/8 inch iron rod on the westerly terminus line for the right-of-way of SE Capps Road; Thence along said westerly terminus line, South 00°10'06" West 20.06 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD" located on the southerly right-of-way line of SE Capps Road (30.00 feet southerly from the centerline thereof, when measured at right angles); Thence along said southerly right-of-way line, North 89°57'49" East 40.04 feet to the most easterly northeast corner of said Tract 1, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most southerly east line of said Tract 1,

Continued on Page 2

EXHIBIT A CONTINUED – Page 2 of 2
January 11, 2019
Development Agency

South $00^{\circ}27'26''$ West 758.60 feet to a 3/4 inch iron pipe at the southeast corner of said Tract 1; Thence along the southwesterly boundary of said Tract 1, North $59^{\circ}00'04''$ West 393.43 feet to an angle point thereon, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence continuing along the southwesterly boundary of said Tract 1, North $45^{\circ}37'07''$ West 822.82 feet to the most westerly northwest corner thereof, said point being marked by a 5/8 inch iron rod; Thence along the most westerly north line of said Tract 1, South $89^{\circ}57'56''$ East 124.46 feet to an angle point on the westerly boundary of said Tract 1, said point being marked by a 1/2 inch iron pipe; Thence along the most northerly west line of said Tract 1, North $00^{\circ}05'09''$ East 332.68 feet to the Point of Beginning.

The above described tract of land contains 11.964 acres, more or less.

The bearings in this description are based on survey number 2017-092, Clackamas County Survey Records.

Exhibit B

Capps Industrial Area
January 11, 2019
Development Agency

Map No. 22E 15A 01300/01400
Page 1 of 1

Record Legal Description 22E 15A 01300 and 01400 (One legal lot)

A tract of land being described in a deed to Patrick L. Murphy and Dyan M. Murphy recorded on March 12, 2009 as Document Number 2009-015937 and a portion of that property described as Parcel VII in a deed to Clackamas County Development Agency recorded on October 8, 2009 as Document Number 2009-071163, Clackamas County Deed Records, located in the northeast one-quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and more particularly described as follows:

Commencing at the north one-quarter corner of said Section 15, said point being marked by a 3-1/4 inch bronze disk; Thence along the north line of the northeast one-quarter of said Section 15, North 89°50'46" East 662.95 feet to the northerly extension of the east line of that property conveyed to IPT Clackamas DC LLC by a deed recorded on December 19, 2014 as Document Number 2014-065094, Clackamas County Deed Records; Thence along said northerly extension and the east line of said IPT Clackamas DC LLC property, South 00°01'11" West 602.40 feet to a 5/8 inch iron rod located at the southwest corner of that property conveyed to Gabriel Enterprises, LLC by a deed recorded on August 14, 2008 as Document Number 2008-057309, Clackamas County Deed Records, said point also being an angle point on the northerly boundary of that property described as Tract B in a deed to Clackamas County Development Agency recorded October 12, 2018 as Document Number 2018-062874, Clackamas County Deed Records; Thence along the most northerly line of said Tract B, North 89°39'36" East 133.25 feet to the northeast corner thereof, also being an angle point on the westerly line of said Parcel VII; Thence along the westerly line of said Parcel VII, South 00°03'13" West 383.38 feet to a 3/4 inch iron pipe located at the southwest corner thereof and the Point of Beginning;

Thence North 88°50'16" East 400.29 feet to the southeast corner of said Parcel VII also being the northeast corner of said Murphy property, said point being marked by 3/4 inch iron pipe; Thence along the easterly boundary of said Murphy property, South 00°08'00" West 299.74 feet to the northwest corner of the right-of-way terminus of SE Capps Road; Thence along the westerly right-of-way terminus line of SE Capps Road, South 00°10'06" West 39.94 feet to a 5/8 inch iron rod at the southeast corner of said Murphy property; Thence along the southerly line of said Murphy property, South 89°58'02" West 400.25 feet to the southwest corner thereof; Thence along the westerly line of said Murphy property, North 00°08'50" East 331.80 feet to the Point of Beginning.

The above described tract of land contains 3.085 acres, more or less.

The bearings in this description are based on survey number 2017-092, Clackamas County Survey Records.

Exhibit C-1



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127
www.nwsrvy.com

Exchange Area 1

January 18, 2019

NWS Project Number 1821

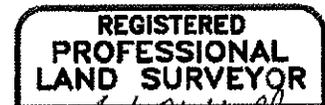
A tract of land being a portion of that property described as Tract 2 in a deed to Clackamas County Development Agency recorded as Document Number 2019 _____, Clackamas County Deed Records, located in the northeast one-quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and more particularly described as follows:

Commencing at the southeast corner of Parcel 2 of Partition Plat No. 1995-164, Clackamas County Plat Records, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "W.B. Wells & Assoc. Inc."; Thence along the south line of said Parcel 2 and continuing along the south line of Parcel 1 of said Plat, South 89°57'49" West 438.70 feet to the southwest corner of said Parcel 1, and the Point of Beginning;

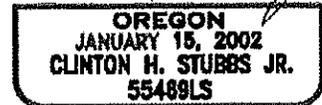
Thence along the west line of said Parcel 1, North 00°08'00" East 23.24 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence departing the west line of said Parcel 1, 31.02 feet along a non-tangent circular curve to the left with a radius of 58.00 feet, a delta angle of 30°38'34" and a long chord of South 51°15'53" West 30.65 feet to a point of reverse curvature marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence 20.74 feet along a tangent circular curve to the right with a radius of 22.00 feet, a delta angle of 54°01'13" and a long chord of South 62°57'13" West 19.98 feet to a point of tangency marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 89°57'49" West 4.09 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 00°02'11" East 2.94 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 89°58'02" West 354.54 feet to a point on the west line of said Tract 2; Thence along the west line of said Tract 2, South 00°08'50" West 32.00 feet to the southwest corner thereof, marked with a 5/8 inch iron rod; Thence along the south line of said Tract 2, North 89°58'02" East 400.25 feet to the southeast corner thereof, being on the west terminus line of the right-of-way of SE Capps Road; Thence along the terminus line of said right-of-way, North 00°10'06" East 39.94 feet to the Point of Beginning.

The above described tract of land contains 0.309 acres, more or less.

The bearings in this description are based on survey number 2017-092, Clackamas County Survey Records.



A handwritten signature in black ink, appearing to read "Clinton H. Stubbs Jr.", written over the stamp.



RENEWS: 06/30/20

Exhibit C-2



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127
www.nwsrvy.com

Exchange Area 2

January 18, 2019

NWS Project Number 1821

A tract of land being a portion of that property described as Tract A in a deed to Clackamas County Development Agency recorded on October 12, 2018 as Document Number 2018-062874, Clackamas County Deed Records, located in the northeast one-quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and more particularly described as follows:

Commencing at the southeast corner of Parcel 2 of Partition Plat No. 1995-164, Clackamas County Plat Records, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "W.B. Wells & Assoc. Inc."; Thence along the south line of said Parcel 2 and continuing along the south line of Parcel 1 of said Plat, South 89°57'49" West 438.70 feet to the southwest corner of said Parcel 1; Thence along the west line of said Parcel 1, North 00°08'00" East 23.24 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence departing the west line of said Parcel 1, 31.02 feet along a non-tangent circular curve to the left with a radius of 58.00 feet, a delta angle of 30°38'34" and a long chord of South 51°15'53" West 30.65 feet to a point of reverse curvature marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence 20.74 feet along a tangent circular curve to the right with a radius of 22.00 feet, a delta angle of 54°01'13" and a long chord of South 62°57'13" West 19.98 feet to a point of tangency marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 89°57'49" West 4.09 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 00°02'11" East 2.94 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 89°58'02" West 354.54 feet to a point on the west line of said Tract 2, and the Point of Beginning;

Thence continuing South 89°58'02" West 47.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence North 00°08'50" East 299.89 feet to a point on the most northerly line of said Tract A, marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence along the most northerly line of said Tract A, South 89°54'51" East 47.00 feet to the most northerly northeast corner of said Tract A, marked with a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the most northerly east line of said Tract A, South 00°08'50" West 299.80 feet to Point of Beginning.

The above described tract of land contains 0.324 acres, more or less.

The bearings in this description are based on survey number 2017-092, Clackamas County Survey Records.

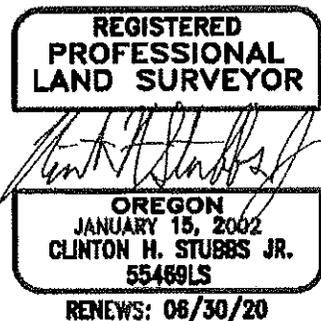
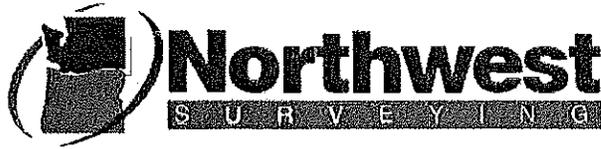


Exhibit D



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127
www.nwsrvy.com

Tract 1

January 18, 2019

NWS Project Number 1821

Page 1 of 2

A tract of land being a portion of that property described as Tract A in a deed to Clackamas County Development Agency recorded on October 12, 2018 as Document Number 2018-062874, Clackamas County Deed Records, and a portion of that property described as Tract 2 in a deed to Clackamas County Development Agency recorded as Document Number 2019 - _____, Clackamas County Deed Records, located in the northeast one-quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and more particularly described as follows:

Commencing at the southeast corner of Parcel 2 of Partition Plat No. 1995-164, Clackamas County Plat Records, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "W.B. Wells & Assoc. Inc."; Thence along the south line of said Parcel 2 and continuing along the south line of Parcel 1 of said Plat, South 89°57'49" West 438.70 feet to the southwest corner of said Parcel 1 and the Point of Beginning;

Thence along the west line of said Parcel 1, North 00°08'00" East 23.24 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence departing the west line of said Parcel 1, 31.02 feet along a non-tangent circular curve to the left with a radius of 58.00 feet, a delta angle of 30°38'34" and a long chord of South 51°15'53" West 30.65 feet to a point of reverse curvature marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence 20.74 feet along a tangent circular curve to the right with a radius of 22.00 feet, a delta angle of 54°01'13" and a long chord of South 62°57'13" West 19.98 feet to a point of tangency marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 89°57'49" West 4.09 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 00°02'11" East 2.94 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 89°58'02" West 401.54 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence North 00°08'50" East 299.89 feet to a point on the most northerly line of said Tract A, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence along the most northerly line of said Tract A, North 89°54'51" West 320.03 feet to the most northerly northwest corner thereof, marked with a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence along the most northerly west line of said Tract A, South 00°05'09" West 332.68 feet to an angle point on the westerly boundary of said Tract A, marked with a 1/2 inch iron pipe; Thence along the westerly boundary of said Tract A, North 89°57'56" West 124.46 feet to the most westerly corner of said Tract A, marked with a bent 5/8 inch iron rod;

Continued on Page 2

Tract 1

January 18, 2019

NWS Project Number 1821

Page 2 of 2

Thence along the southwesterly boundary of said Tract A, South 45°37'07" East 822.82 feet to an angle point thereon, marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence continuing along said southwesterly boundary, South 59°00'04" East 393.43 feet to the southeast corner of said Tract A, being marked with a 3/4 inch iron pipe; Thence along the easterly boundary of said Tract A, North 00°27'26" East 758.60 feet to a point on the southerly right-of-way line of SE Capps Road marked with a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along said southerly right-of-way line, South 89°57'49" West 40.04 feet to the southwest corner of the terminus of said right-of-way being marked with a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the westerly terminus line of said right-of-way, North 00°10'06" East 60.00 feet to the Point of Beginning.

The above described tract of land contains 11.950 acres, more or less.

The bearings in this description are based on survey number 2017-092, Clackamas County Survey Records.

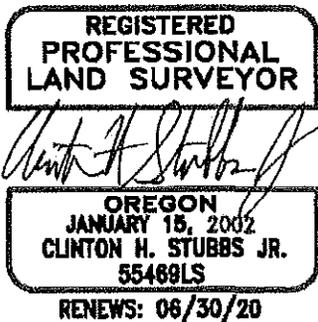


Exhibit E



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127
www.nwsrvy.com

Tract 2

January 18, 2019

NWS Project Number 1821

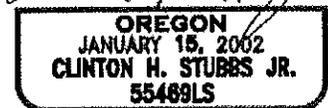
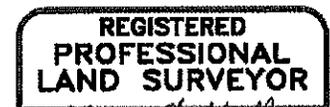
A tract of land being a portion of that property described as Tract A in a deed to Clackamas County Development Agency recorded on October 12, 2018 as Document Number 2018-062874, Clackamas County Deed Records, and a portion of that property described as Tract 2 in a deed to Clackamas County Development Agency recorded as Document Number 2019-_____, Clackamas County Deed Records, located in the northeast one-quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and more particularly described as follows:

Commencing at the southeast corner of Parcel 2 of Partition Plat No. 1995-164, Clackamas County Plat Records, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "W.B. Wells & Assoc. Inc."; Thence along the south line of said Parcel 2 and continuing along the south line of Parcel 1 of said Plat, South 89°57'49" West 438.70 feet to the southwest corner of said Parcel 1; Thence along the west line of said Parcel 1, North 00°08'00" East 23.24 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc" and the Point of Beginning;

Thence departing the west line of said Parcel 1, 31.02 feet along a non-tangent circular curve to the left with a radius of 58.00 feet, a delta angle of 30°38'34" and a long chord of South 51°15'53" West 30.65 feet to a point of reverse curvature marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence 20.74 feet along a tangent circular curve to the right with a radius of 22.00 feet, a delta angle of 54°01'13" and a long chord of South 62°57'13" West 19.98 feet to a point of tangency marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 89°57'49" West 4.09 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 00°02'11" East 2.94 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 89°58'02" West 401.54 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence North 00°08'50" East 299.89 feet to a point on the most northerly line of said property described as Tract A, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence along the most northerly line of said Tract A, South 89°54'51" East 47.00 feet to the northwest corner of said Tract 2, marked with a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the north line of said Tract 2, North 88°50'16" East 400.29 feet to the northeast corner thereof, marked with a 3/4 inch iron pipe; Thence along the east line of said Tract 2, South 00°08'00" West 276.51 feet to the Point of Beginning.

The above described tract of land contains 3.099 acres, more or less.

The bearings in this description are based on survey number 2017-092, Clackamas County Survey Records.



RENEWS: 06/30/20



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

April 4, 2019

Development Agency Board
Board of County Commissioners
Clackamas County

Members of the Board:

**Acceptance of a Quitclaim Deed from Pat Murphy and Dyan Murphy Related to Property
Located on Capps Road West of SE 120th Avenue**

Purpose/Outcomes	Accept a quitclaim deed in order to resolve a boundary dispute and facilitate development of the CIAO site
Dollar Amount and Fiscal Impact	None identified
Funding Source	N/A
Duration	Permanent
Previous Board Action	Approval of a Property Exchange Agreement on January 10, 2019
Strategic Plan Alignment	1. Build public trust through good government.
Contact Person	David Queener, 503-742-4322
Contract No.	<i>None</i>

BACKGROUND:

As part of the pending sale of a portion of the Clackamas Industrial Area Opportunity (CIAO) property to Bottling Group, LLC, the Development Agency is obligated to address certain encumbrances affecting title to the property. One such encumbrance is a potential adverse possession claim by the property owners to the north. Over the course of the last several months, the Development Agency, representatives from Bottling Group, LLC, and the property owners to the north, Patrick and Dyan Murphy, have negotiated a solution that would resolve the title encumbrance issue and provide Bottling Group, LLC the access it needs to properly develop the site.

More specifically, Patrick and Dyan Murphy would transfer any claim they have to an area approximately 0.27 acres in size along the common north south border of the two parcels. In exchange, the Development Agency would transfer approximately 0.145 acres adjacent to a common property line, to Patrick and Dyan Murphy.

To settle any outstanding claims that Patrick and Dyan Murphy have to property currently owned by the Development Agency, they have agreed to execute a quitclaim deed to evidence their release

of any interest they may have in the subject property. The quitclaim deed will be recorded at closing along with the property line adjustment deeds described above. The property line adjustments, along with this quitclaim deed, will allow the Development Agency to convey to Bottling Group, LLC clean title to the property.

County Counsel has reviewed and approved this Deed

RECOMMENDATION:

Staff recommends the Board accept the attached Quitclaim Deed.

Respectfully submitted,

David Queener
Development Agency Program Supervisor

MAIL TAX STATEMENTS TO:

No Change

AFTER RECORDING RETURN TO:

Clackamas County Development Agency
Development Services Building
150 Beaver Creek Rd.
Oregon City, Oregon 97045

GRANTOR'S ADDRESS:

Patrick L. Murphy &
Dyan M. Murphy
PO Box 442
Boring, Oregon 97009

GRANTEE'S ADDRESS:

Clackamas County Development Agency
Development Services Building
150 Beaver Creek Rd.
Oregon City, Oregon 97045

STATUTORY QUITCLAIM DEED

Patrick L. Murphy and Dyan M. Murphy (collectively "Grantors") release and quitclaim to **the Clackamas County Development Agency**, the Urban Renewal Agency of Clackamas County, Oregon ("**Grantee**"), all right, title, and interest in the real property described in *Exhibit "A"*, which is attached hereto and incorporated herein.

The purpose of this quitclaim deed (the "*Deed*") is to resolve issues between the parties hereto, related to a claim of adverse possession by the Grantors as to a portion of the property described in Exhibit "A". The parties have since resolved the issue to the mutual satisfaction of the parties, and this Deed is further evidence that the Grantors release any interest that they may have had in any portion of the property described in Exhibit "A".

The true and actual consideration for this transfer, stated in terms of dollars is \$0; however the actual consideration consists of the Grantors' release of any claim or interest in any portion of the property described in Exhibit "A".

"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.”

This Property Line Adjustment Deed is executed this _____ day of _____, 20 ____.

GRANTORS:

Patrick L. Murphy

Dyan M. Murphy

Patrick L. Murphy

Dyan M. Murphy

State of Oregon)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 20 ____, by Patrick L. Murphy, Owner.

Notary Public for Oregon
My Commission Expires: _____

State of Oregon)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 20 ____, by Dyan M. Murphy, Owner.

Notary Public for Oregon
My Commission Expires: _____

Acknowledged By:

GRANTEE:
Clackamas County Development Agency

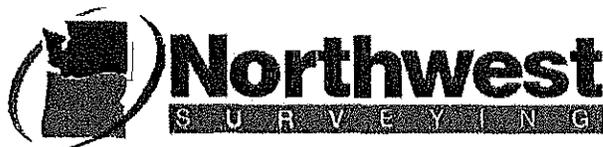
Chair

State of Oregon)
) ss.
County of Clackamas)

This instrument was acknowledged before me on _____, 20____, by _____,
Chair of the Clackamas County Development Agency.

Notary Public for Oregon
My Commission Expires: _____

Exhibit A



1815 NW 169th Place, Suite 2090
Beaverton, OR 97006
Telephone: 503-848-2127
www.nwsrvy.com

Tract 1

January 18, 2019

NWS Project Number 1821

Page 1 of 2

A tract of land being a portion of that property described as Tract A in a deed to Clackamas County Development Agency recorded on October 12, 2018 as Document Number 2018-062874, Clackamas County Deed Records, and a portion of that property described as Tract 2 in a deed to Clackamas County Development Agency recorded as Document Number 2019 - _____, Clackamas County Deed Records, located in the northeast one-quarter of Section 15, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and more particularly described as follows:

Commencing at the southeast corner of Parcel 2 of Partition Plat No. 1995-164, Clackamas County Plat Records, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "W.B. Wells & Assoc. Inc."; Thence along the south line of said Parcel 2 and continuing along the south line of Parcel 1 of said Plat, South 89°57'49" West 438.70 feet to the southwest corner of said Parcel 1 and the Point of Beginning;

Thence along the west line of said Parcel 1, North 00°08'00" East 23.24 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence departing the west line of said Parcel 1, 31.02 feet along a non-tangent circular curve to the left with a radius of 58.00 feet, a delta angle of 30°38'34" and a long chord of South 51°15'53" West 30.65 feet to a point of reverse curvature marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence 20.74 feet along a tangent circular curve to the right with a radius of 22.00 feet, a delta angle of 54°01'13" and a long chord of South 62°57'13" West 19.98 feet to a point of tangency marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 89°57'49" West 4.09 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 00°02'11" East 2.94 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence South 89°58'02" West 401.54 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence North 00°08'50" East 299.89 feet to a point on the most northerly line of said Tract A, said point being marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence along the most northerly line of said Tract A, North 89°54'51" West 320.03 feet to the most northerly northwest corner thereof, marked with a 5/8 inch iron rod with a yellow plastic cap stamped "Northwest Surveying Inc"; Thence along the most northerly west line of said Tract A, South 00°05'09" West 332.68 feet to an angle point on the westerly boundary of said Tract A, marked with a 1/2 inch iron pipe; Thence along the westerly boundary of said Tract A, North 89°57'56" West 124.46 feet to the most westerly corner of said Tract A, marked with a bent 5/8 inch iron rod;

Continued on Page 2

Tract 1

January 18, 2019

NWS Project Number 1821

Page 2 of 2

Thence along the southwesterly boundary of said Tract A, South 45°37'07" East 822.82 feet to an angle point thereon, marked by a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence continuing along said southwesterly boundary, South 59°00'04" East 393.43 feet to the southeast corner of said Tract A, being marked with a 3/4 inch iron pipe; Thence along the easterly boundary of said Tract A, North 00°27'26" East 758.60 feet to a point on the southerly right-of-way line of SE Capps Road marked with a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along said southerly right-of-way line, South 89°57'49" West 40.04 feet to the southwest corner of the terminus of said right-of-way being marked with a 5/8 inch iron rod with a yellow plastic cap stamped "Clackamas Co. DTD"; Thence along the westerly terminus line of said right-of-way, North 00°10'06" East 60.00 feet to the Point of Beginning.

The above described tract of land contains 11.950 acres, more or less.

The bearings in this description are based on survey number 2017-092, Clackamas County Survey Records.

