



Oregon

Kate Brown, Governor

Department of Transportation
Region 2 Right of Way
455 Airport Road SE, Building A
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2622
Toll Free: (888) 769-7342

May 28, 2020

City of Dundee
PO Box 220
Dundee, Oregon 97115

File No.:	9496-013
Grantor:	City of Dundee
Section:	OR99W: 1st Street to Parks Drive (Dundee)
Highway:	091 - PACIFIC HIGHWAY WEST
County:	Yamhill
FAP No.:	2105(000)e.d.10/31/24

The Oregon Department of Transportation (ODOT) plans to proceed with the OR99W: 1st Street to Parks Drive (Dundee) project. As part of this project, we need to acquire a Temporary Easement for Work Area of 220 (+/-) Square Feet, from your property. A determination of just compensation for the needed portion of your property has been made by a qualified appraiser based on market information. This compensation amount is outlined in the attached "**Acquisition Summary Statement.**" This offer is accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a **minimum** 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. You may choose to accept or reject the offer at any time prior to the expiration of the 40-day period. If no attempt has been made to resolve issues and the offer is neither accepted nor rejected at the end of the 40-day period, the offer will be considered rejected. The 40-day provision does not apply when an emergency has been declared by the road authority.

The enclosed Acquisition document(s) and "Terms of State's Offer" cover the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The Acquisition documents must be notarized. Return these signed documents to this office. After the Right of Way Manager accepts the Acquisition document(s) and related agreements, you will receive notification of that acceptance and payment will follow.

The State will pay recording costs, title insurance premiums, and all other normal costs of sale. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the compensation in order to provide sufficient title to the state. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

If you have any questions or concerns, please call me at (503) 986-2606 or toll free at (888) 769-7342. I am also prepared to meet with you at your convenience and will be available to assist you and work with you throughout the process.

Thank you for your time and timely attention to this matter. We look forward to working closely with you through successful completion of the acquisition process.

Sincerely,

A handwritten signature in black ink that reads "Alan R. Willcox". The signature is written in a cursive style with a large, stylized initial 'A'.

Alan Willcoxen
Right of Way Agent

DETERMINATION OF JUST COMPENSATION
ADMINISTRATIVE PROCEDURE

File No.: 9496-013

Section:	OR99W : 1 st Street to Parks Drive (Dundee)
Date of Desc.:	<u>10/24/19</u>
Date of Inspection:	<u>04/09/20</u>
Date of Valuation:	<u>04/09/20</u>

The Proposed Project:

The OR99W: 1st Street to Parks Drive (Dundee) project will give motorists a smoother ride and the installation of new sidewalks and streetscape will make it safer for pedestrians and bicyclists using OR 99W. The project will rebuild a section of roadway and will install street lighting. ADA ramps will be constructed as well as new sidewalk and pedestrian crossing improvements. Drainage features will be improved and replaced and water treatment areas will be landscaped.

The project duration is two years with construction set to begin in 2021. Temporary easements are for four years to allow for schedule changes. Actual occupation will be less than a total of one year.

Highest and Best Use:

A parcels highest and best use is the use that is physically possible, legally allowable, financially feasible and returns the highest rate of return to the owner. Highest and best use is established as if the land was vacant without improvements for the purpose of this valuation.

The larger parcel defines the area to be considered in the appraisal for purposes of finding comparable market transactions. This is the parcel or grouping of parcels that share the same ownership, use and are contiguous. In this case the larger parcel consists of this tax lot: 3S-3W-25CC-00800.

This parcel is approximately 65,340 square feet/1.50 acres and zoned Public.

Based on this information the highest and best use of the subject is commercial for purposes of this valuation.

Brief Description of Subject and Taking:

The subject is an improved public parcel that is currently used as a fire station.

The most likely selling unit of this parcel is per square foot. A reviewed sales book was completed for this project on April 8, 2020. Based upon the most probable unit of value being per square foot the most comparable sales were reviewed and the dollar per square foot value used for this valuation is \$25.00.

The acquisition is for a 220 sq. ft. Temporary easement for work area.

Parcel 1: is 220 sq. ft. temporary easement for work area located at the west side of the subject property along Highway 99W. The area is needed for construction work on the sidewalk due to work that will be completed on the highway drainage system. Improvements within the temporary easement appear to include concrete, bark, and 3 small shrubs. The concrete may be disturbed while work is completed on the project, but if disturbed it will be replaced in like kind. The bark within the landscaping area will be replaced in like kind if disturbed. The value of the 3 small shrubs within the temporary easement area was determined using Marshall and Swift Valuation Service section 66, page 8. After calculating the western multiplier of (1.03) and the local multiplier of (1.09) it comes to \$22.63/small shrub for reestablishment which includes installation. The cost multipliers used were determined based on the location within the United States and then by the local multiplier which was calculated using the Portland area. Access and parking will not be affected.

The temporary construction easement will not be occupied more than a total of one year within the four year easement span. A review of land rental rates indicate an expected return of 8% per year when actively used and 2% of year during non-active use periods. The parcel is therefore valued at 8% for 1

years occupancy plus 3 years of non-active use at 2% per year. (8% times 1) + (2% times 3) times \$25.00 per square foot results in a per square foot value for the temporary easement of \$3.50.

Land: Project Sales Book Available Upon Request

<u>Parcel</u>	<u>Area</u>	<u>\$/Unit</u>		
Parcel 1: Temporary Easement Work Area	220 sq. ft.	\$ 3.50	\$	770
			Total Land	\$ 770

Improvements:

Improvements that contribute or add value to the highest and best use of the land:	\$68
- 3 small shrubs x \$22.63 per shrub = \$67.89	
Improvements in the acquisition that do not increase the value of the land:	\$-0-
- n/a	
Improvements that will be preserved and protected or replaced through construction:	\$-0-
- Concrete	
- Bark	
Improvements within the existing right of way:	\$-0-
- n/a	
Total Improvements	\$ 68
Total Value (land, improvements and damages and/or cost to cure):	\$ 838
Estimate of Fair Market Value (rounded):	\$ 900



05/20/20

(Signature)

(Date)

Attachments: Photo Sheet, Legal Description, Sketch Map

TERMS OF STATE'S OFFER**THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:**

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.
2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just compensation in order to provide sufficient title to the State.
3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property acquired and prorated as of the date of the acquisition.
4. As part of this acquisition for this Project, the State will require the following actions:

A. **Bonds.** The State and all subcontractors shall maintain a public works bond in full force and effect, as required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the construction contract. The contractor shall verify subcontractors have filed a public works bond and required insurance certificates before the subcontractor begins work. All construction shall be completed in conformance with standard engineering and construction practices.

B. **Utilities.** (Check appropriate box)

There will be no changes to public utilities to the property.

Public utilities will be reconnected to improvements on the remainder property, except for the following:
_____.

Public utilities will be made available within the right-of-way adjacent to the remainder property, except for the following: _____.

Public utilities will not be available to the remainder property in the after.

If a public utility on the property is not reconnected, just compensation (payment) is provided.

C. **Access.** (Check appropriate box)

Access to the remainder property will remain the same.

There will be no access to the remainder property.

Access to the remainder property will remain the same, except for the following access:

Access #1 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____ (attached)

this Project as follows: _____.

Access #2 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____ (attached)

this Project as follows: _____.

Access #3 located at: _____, is modified, relocated or closed as a result of:

the access modification letter dated: _____ (attached)

this Project as follows: _____.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government's police powers.

The following access, N/A, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: N/A.

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: N/A.

E. Fencing on the Property.

Will not be affected.

Will be replaced as follows: _____.

Will not be replaced.

F. Other terms of offer:

The State will occupy the easement area for no more than 1 year during the 4-year life of the easement.

Concrete and bark in the temporary easement area will be protected, but may need to be replaced. If replacement is required, it will be in like-kind through construction.

5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder's office.

6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.
7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[See attached Signature page]

SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

STATE OF OREGON,by and through its
DEPARTMENT OF TRANSPORTATION



05/26/2020

David Thiessen

Date

City of Dundee

Date

ACQUISITION SUMMARY STATEMENT

May 28, 2020

File No.:	9496-013
Grantor:	City of Dundee
Section:	OR99W: 1st Street to Parks Drive (Dundee)
Highway:	091 - PACIFIC HIGHWAY WEST
County:	Yamhill
FAP No.:	2105(000)e.d.10/31/24

Valuation	Comment	Value
Land:		\$832
Improvements:		\$68
Other:		\$0
Damages:		\$0
TOTAL JUST COMPENSATION:		\$900

Uneconomic Remainder:	None	\$0
Fencing Allowance:	None	\$0

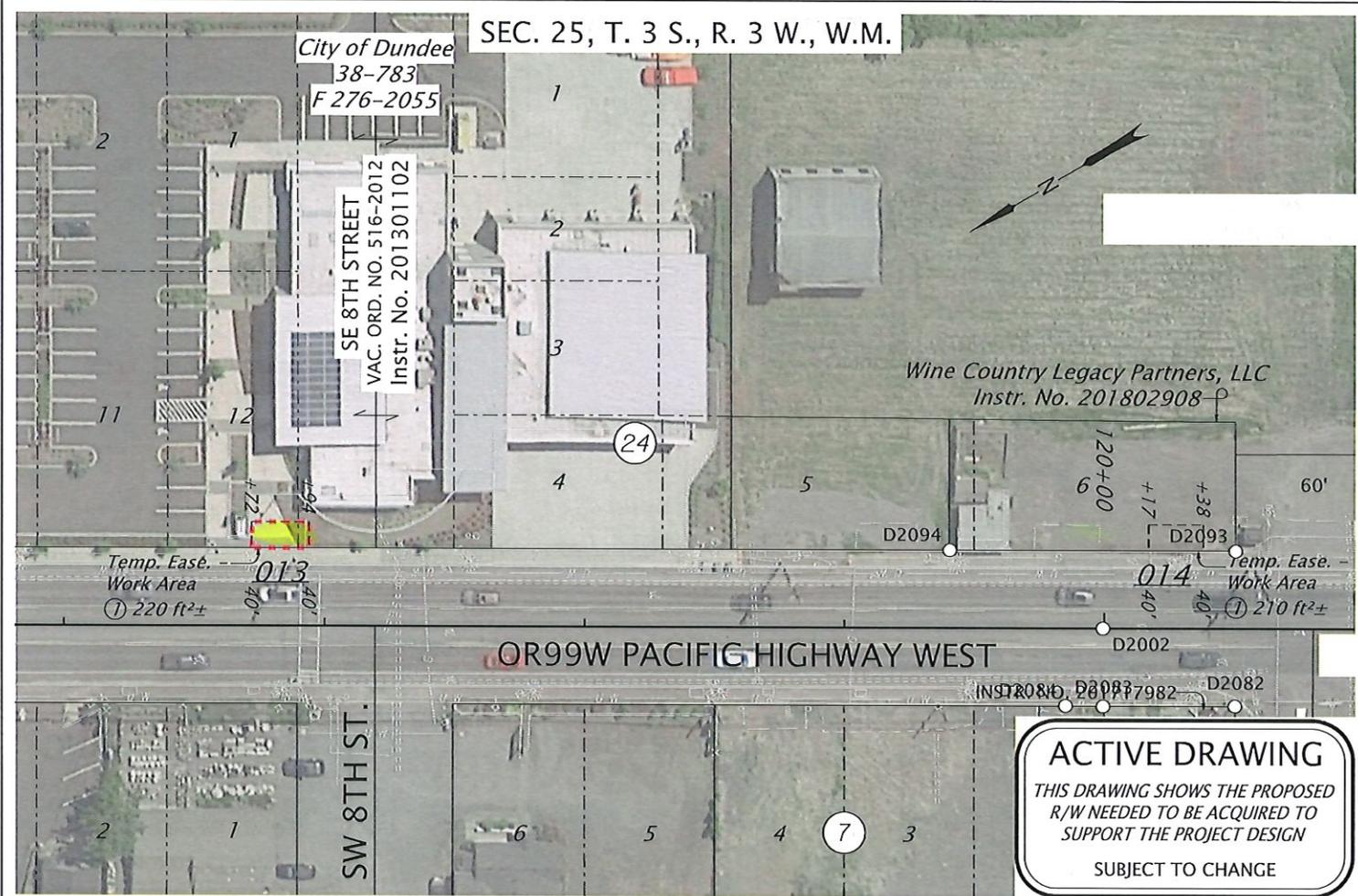
LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Taking
Parcel 1	Temporary Easement: Work Area	220 Sq Ft

NOTICE TO VACATE:

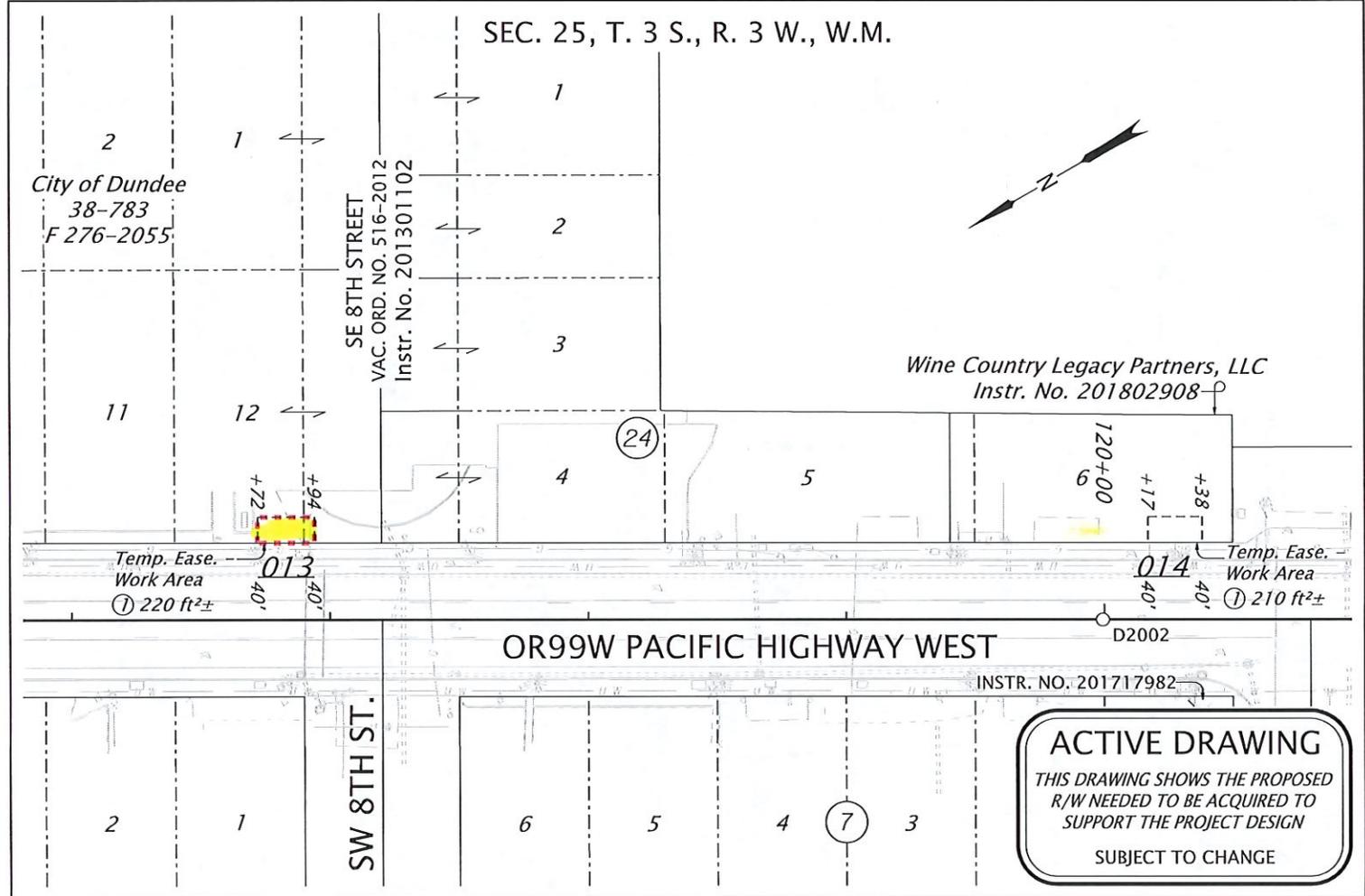
Written notice will not be required. Possession will be upon payment.

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

APPRAISAL INFORMATION:	
Appraisal/Valuation By:	Tyger Liner
Date of Valuation:	April 9, 2020
Value:	\$900
Date Written:	May 20, 2020



 <p>RIGHT OF WAY ENGINEERING SKETCH MAP</p>	SECTION	OR99W: 1ST ST. TO PARKS DR. (DUNDEE)	SCALE	1" = 50'
	HIGHWAY	PACIFIC HIGHWAY WEST	DATE	OCTOBER, 2019
	COUNTY	YAMHILL	FILE	9496013
	PURPOSE	RIGHT-OF-WAY ACQUISITION	SEE DRAWING RW9496M	



OREGON DEPARTMENT OF TRANSPORTATION
**RIGHT OF WAY
ENGINEERING
SKETCH MAP**

SECTION	OR99W: 1ST ST. TO PARKS DR. (DUNDEE)
HIGHWAY	PACIFIC HIGHWAY WEST
COUNTY	YAMHILL
PURPOSE	RIGHT-OF-WAY ACQUISITION

SCALE	1" = 50'
DATE	OCTOBER, 2019
FILE	9496013
SEE DRAWING RW9496M	

Photo Record of Subject Property

Address: 801 SE Hwy 99W
Dundee, OR 97115

Map and Tax Lot: R3325CC
00800

File: 9496-013
Page: 1
Taken by: T. Liner
Date taken: 4-9-2020



Photo: 1
Facing: North/east
Comments: Parcel 1: Temporary Easement for Work area.

Showing bark, shrubs,
& concrete.

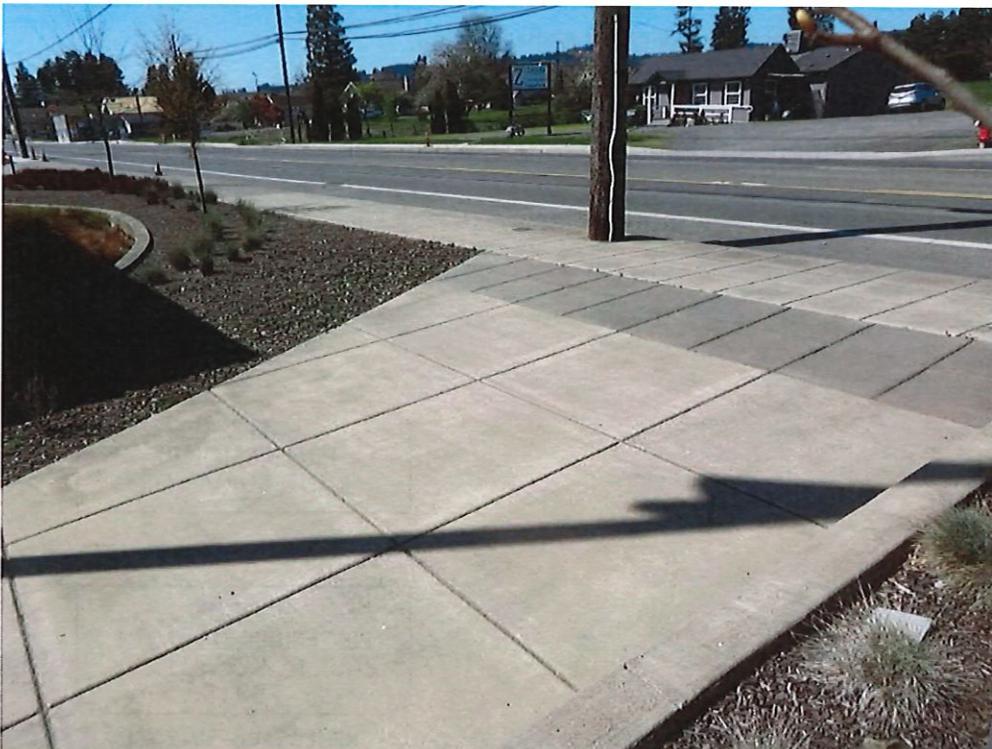


Photo: 2
Facing: South/West
Comments: Parcel 1: Temporary Easement for Work area.

Showing bark, shrubs,
& concrete.

PARCEL 1 – Temporary Easement for Work Area (4 years or duration of Project, whichever is sooner)

A parcel of land lying in Lot 12, Block 23, Townsite of Dundee and a portion of vacated SE 8th Street, described in Dundee City Ordinance 516-2012 and recorded in Yamhill County Records, Instrument No. 201301102, Yamhill County, Oregon, and being a portion of that property described in that Warranty Deed to the City of Dundee, recorded July 15, 1964, Volume 38, Page 783 of Yamhill County Book of Deeds; the said parcel being that portion of said property lying between lines at right angles to the center line of the Pacific Highway West at Engineer's Stations 116+72.00 and 116+94.00 and included in a strip of land 40.00 feet in width, lying on the Southeasterly side of said center line, which center line is described as follows:

Beginning at a 3/4" Brass Plug identified in ODOT Drawing 3B-24-22 at Engineer's center line Station 90+49.10, said station being 357.77 feet South and 29.33 feet West of the Northwest corner of the Levi Hagey Donation Land Claim No. 61, Township 3 South, Range 3 West, W.M.; thence South 33°23'17" West 4,306.50 feet; thence on a spiral curve right (the long chord of which bears South 33°35'47" West 249.99 feet) 250.00 feet; thence on a 11,459.20 foot radius curve right (the long chord of which bears South 34°26'47" West 173.33 feet) 173.34 feet; thence on a spiral curve right (the long chord of which bears South 35°17'47" West 249.99 feet) 250.00 feet to Engineer's center line Station 140+28.93 Back equals 140+31.10 Ahead; thence South 35°30'17" West 654.90 feet to Engineer's center line Station 146+86.00.

EXCEPT therefrom that area lying within the existing right-of-way.

Bearings are based upon a local datum plane (LDP) which is relative to the Oregon State Plane Coordinate System, North American Datum 1983(91), North Zone (No. 3601).

This parcel of land contains 220 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED Oct 24 2019 5:44 PM

OREGON
DECEMBER 03, 2014
PAUL M. KOWALCZYK
79315

RENEWS: 06-30-2021

RESOLUTION NO. 2020-12

A RESOLUTION ACCEPTING THE STATE'S OFFER OF COMPENSATION FOR A TEMPORARY EASEMENT FROM THE CITY OF DUNDEE AND AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE THE TEMPORARY EASEMENT DOCUMENT.

WHEREAS, the Oregon Department of Transportation (ODOT) plans to proceed with improvements to storm sewer facilities as a component of the OR99W: 1st Street to Parks Drive project and a temporary easement for work area of about 220 square feet on property owned by the City of Dundee is required; and

WHEREAS, ODOT prepared a determination of just compensation in the amount of \$900 for the temporary easement, **NOW, THEREFORE**,

THE CITY OF DUNDEE RESOLVES AS FOLLOWS:

The City Council of the City of Dundee accepts ODOT's offer of compensation and authorizes the Mayor and City Recorder to execute the temporary easement document, attached to this resolution as Exhibit "A" and incorporated by reference herein.

PASSED BY THE COUNCIL AND SIGNED BY THE MAYOR this 7th day of July 2020.

David Russ, Mayor

Attest:

Rob Daykin, City Recorder/City Administrator

TEMPORARY EASEMENT

THE CITY OF DUNDEE, a Municipal Corporation of the State of Oregon, Grantor, for the true and actual consideration of \$ _____, does grant to the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Grantee, its successors and assigns, a temporary easement for a work area for construction purposes, over and across the property described as Parcel 1 on Exhibit "A" dated 10/24/2019, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate four (4) years from the date hereof or upon completion of the State of Oregon Department of Transportation's construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described property, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

Dated this _____ day of _____, 20____.

APPROVED AS TO FORM:

**THE CITY OF DUNDEE, a Municipal Corporation of
the State of Oregon**

By _____

By _____
Mayor

By _____
City Recorder

STATE OF OREGON, County of _____

Dated _____, 20_____. Personally appeared _____

and _____, who, being sworn, stated that they are the Mayor and Auditor of The City of

Dundee, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Resolution

No. _____, passed by the Council of said City on this _____ day of _____, 20_____.

Notary Public for Oregon
My Commission expires _____

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RENEWS: 06-30-2021