

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: April 10, 2023

Subject: Grant of Temporary Easement to Washington State Dept of Transportation for Temporary Use of County Right-of-Way for SR104 Roundabout Project

Statement of Issue: Public Works staff requests approval of the attached Temporary Easement to Washington State Department of Transportation (WSDOT) for temporary use of the southernmost approximately 110 feet of the County's Paradise Bay Road right-of-way plus another approximately 3000 square feet of County property just to the east of that right-of-way. WSDOT intends to use the site as a construction staging area during the SR104 roundabout project. The term of the Temporary Easement is from the date of acceptance by WSDOT to December 31, 2025.

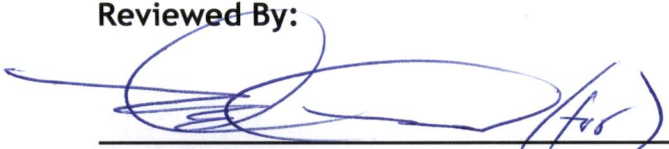
Analysis/Strategic Goals/Pro's & Con's: The Temporary Easement assists WSDOT during its SR104 roundabout project. When reasonably feasible, cooperation on projects between the County and WSDOT is always desirable.

Fiscal Impact/Cost Benefit Analysis: There is no fiscal impact to the grant of this Temporary Easement.

Recommendation: The Board is requested to sign the attached Temporary Easement and return it to Public Works for further processing.

Department Contact: Colette Kostelec, P.E., Right-of-Way Representative, 385-9218.

Reviewed By:


Mark McCauley, County Administrator

4-5-23
Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Washington State Dept of Transportation

Contract No: PW 2023-04

Contract For: Temporary Easement

Term: From License execution through 12/31/2025

COUNTY DEPARTMENT: Public Works

Contact Person: Colette Kostelec

Contact Phone: 360-385-9218

Contact email: ckostelec@co.jefferson.wa.us

AMOUNT: \$0

Revenue:

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other: request from WSDOT

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Signature

Date

3/27/23

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Signature

Date

3/27/23

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 4/3/2023.
Seems low risk. Doubt that the state would change the language.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 3/29/2023.
Approved as to form. Non-standard indemnity language. State AG approved indemnity language. Risk management decision whether to accept State's language.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Temporary Easement

Reference Number of Related Document: N/A

Grantor(s): Jefferson County, a political subdivision of the State of Washington

**Grantee(s): State of Washington, acting by and through its Department of
Transportation**

Legal Description: Ptn S 35, T 28N, R 1E, W.M.;

Additional Legal Description is on Page 5 of Document.

TEMPORARY EASEMENT

State Route 104, Paradise Bay to Shine Rd Intersection Safety Improvements

The Grantor(s), JEFFERSON COUNTY, a political subdivision of the State of Washington, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants unto the State of Washington, acting by and through its Department of Transportation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of all work associated with construction of a roundabout. Activities within the Temporary Easement will consist of staging construction equipment for intersection safety improvements.

Said lands being situated in Jefferson County, State of Washington, as described in Exhibit A, attached hereto and made a part of.

FA No. 0104(061)
Project No. 310401D

TEMPORARY EASEMENT

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on December 31, 2025 hereinafter the "Term".

The Grantee, for itself and its assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this easement for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Grantee will maintain and operate such facilities and services in compliance with all requirements imposed by Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and 28 CFR section 50.3 (as may be amended) such that no person on the grounds of race, color or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities

Grantee shall protect, defend, indemnify, and hold harmless Grantor and its successors or assigns and employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and /or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, Grantee's use of the Premises as authorized herein. Grantee's use of the property includes Grantee's employees, authorized agents, invitees, and contractors' use of the property. Grantee shall not be required to indemnify, defend, or hold harmless Grantor if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the Grantor; provided that if such claims, suits, or actions result from the concurrent negligence of: (a) the Grantor, its successors or assigns, employees, authorized agents, invitees, or contractors and (b) the Grantee, its employees, authorized agents, invitees or contractors, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, invitees, and/or contractors. The Grantor and Grantee agree that each of their obligations under this Defense and Indemnity obligation extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its respective employees or agents while occupying the Premises for any purpose. For this purpose, Grantor and Grantee, by MUTUAL NEGOTIATION, hereby waive with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW. The defense, indemnification and WAIVER provisions contained in this Section shall survive the termination or expiration of this easement.

It is understood and agreed that delivery of this temporary easement is hereby tendered

TEMPORARY EASEMENT

and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Approved this _____ of _____, 2023 by the Jefferson County Board of County Commissioners.

GRANTOR: Jefferson County
Board of County Commissioners
Jefferson County, Washington

Approved as to form only:

By: _____
Greg Brotherton, Chair

By:  March 29, 2023
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

State of Washington
County of Jefferson

This record was acknowledged before me on _____, by Greg Brotherton as the Chair of the Jefferson County Board of County Commissioners.

Notary Public in and for the State of Washington.
My Commission Expires _____

TEMPORARY EASEMENT

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____

Cyndi Booze
Olympic Region Real Estate
Services Manager

Date: _____

TEMPORARY EASEMENT

EXHIBIT A

All that portion of the hereinafter described Parcel "A" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) Paradise Bay Rd 10+76.56 on the Paradise Bay Rd line survey of SR 104, Paradise Bay to Shine Rd Intersection Safety Improvements and 40 feet Northwesterly therefrom; thence Northeasterly, parallel with said line survey to a point opposite HES Paradise Bay Rd 11+86.53 thereon; thence Southeasterly to a point opposite HES Paradise Bay Rd 12+06.39 on said line survey and 50.26 feet Southeasterly therefrom; thence Southwesterly to a point opposite HES Paradise Bay Rd 11+00.54 on said line survey and 71.46 feet Southeasterly therefrom; thence Northwesterly to the point of beginning.

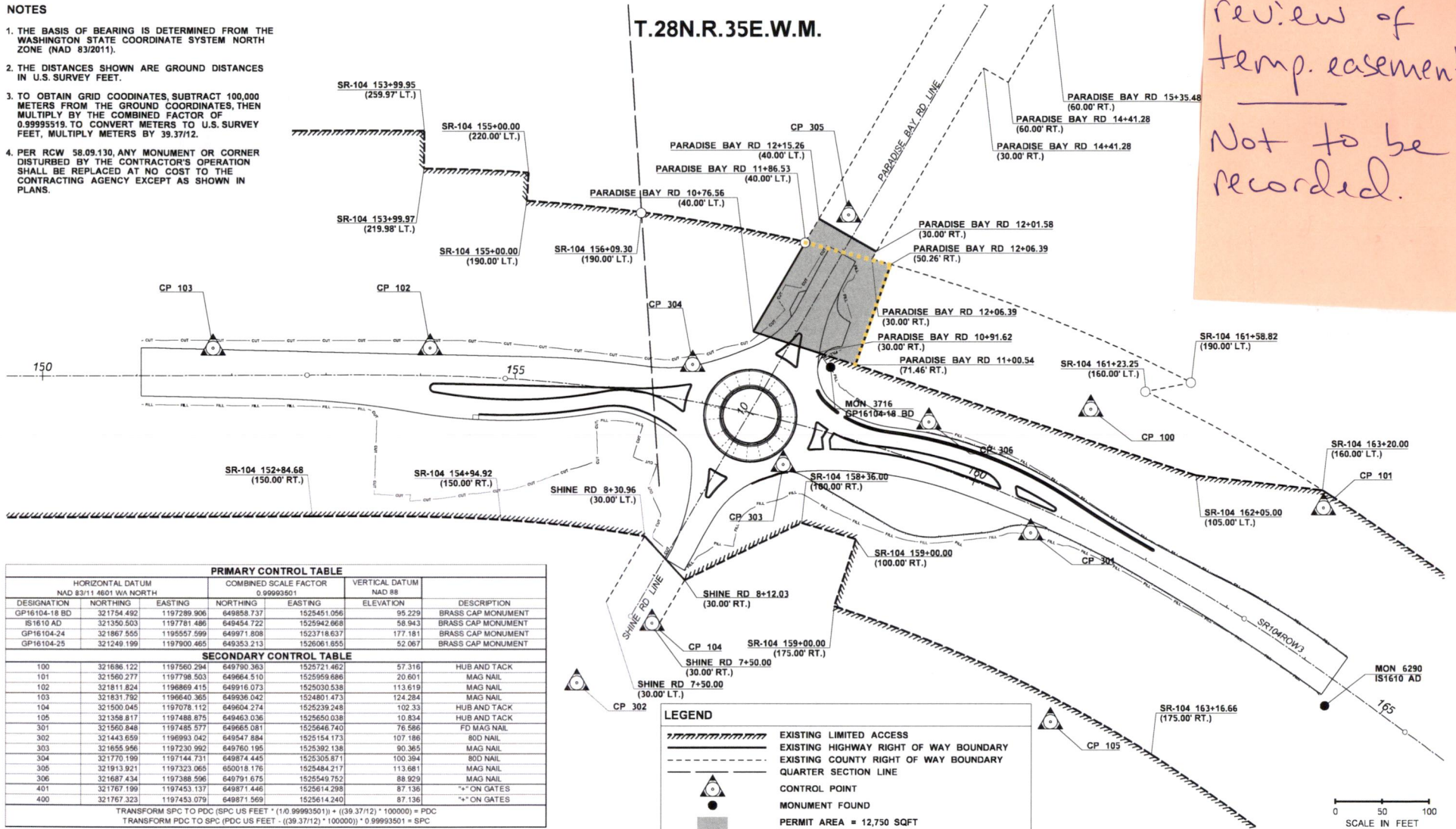
Parcel A

That portion of Section 35, Township 28 North, Range 1 East, W.M.; as conveyed by instrument recorded April 2, 1987, under Jefferson County Auditor's File Number 306936.

Grantor's Initials

1. THE BASIS OF BEARING IS DETERMINED FROM THE WASHINGTON STATE COORDINATE SYSTEM NORTH ZONE (NAD 83/2011).
2. THE DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
3. TO OBTAIN GRID COORDINATES, SUBTRACT 100.000 METERS FROM THE GROUND COORDINATES, THEN MULTIPLY BY THE COMBINED FACTOR OF 0.99995519, TO CONVERT METERS TO U.S. SURVEY FEET, MULTIPLY METERS BY 39.3712.
4. PER RCW 58.09.130, ANY MONUMENT OR CORNER DISTURBED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED AT NO COST TO THE CONTRACTING AGENCY EXCEPT AS SHOWN IN PLANS.

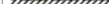
T.28N.R.35E.W.M.



PRIMARY CONTROL TABLE						
HORIZONTAL DATUM NAD 83/11 4601 WA EAST			COMBINED SCALE FACTOR 0.99993501		VERTICAL DATUM NAD 88	
DESIGNATION	NORTHING	EASTING	NORTHING	EASTING	ELEVATION	DESCRIPTION
GP16104-2	32 1748 492	119 7289 906	6498584 733	1525451 056	95 229	BRASS CAP MONUMENT
IS1610 4D	32 1350 503	119 7781 486	6484524 722	1525942 668	58 943	BRASS CAP MONUMENT
GP16104-24	32 1867 555	119 9557 599	649971 808	1523718 637	177 181	BRASS CAP MONUMENT
GP16104-25	32 1249 199	119 7900 465	649353 213	1526061 855	52 067	BRASS CAP MONUMENT
SECONDARY CONTROL TABLE						
100	32 1686 122	119 7850 294	649760 380	1525161 463	57 316	HUB AND TACK
101	32 1560 277	119 7798 503	649664 510	1525569 688	20 601	MAG NAIL
102	32 1811 824	119 6860 415	649916 073	1525030 538	113 619	MAG NAIL
103	32 1331 792	119 6640 365	649636 024	1524801 473	124 284	MAG NAIL
104	32 1600 456	119 7819 112	649934 044	1525238 248	102 33	HUB AND TACK
105	32 1348 875	119 7488 875	649463 036	1524560 104	10 834	HUB AND TACK
301	32 1560 488	119 7485 577	649665 081	1525646 740	76 586	FD MAG NAIL
302	32 1443 659	119 6993 404	649547 884	1525154 173	107 186	80D NAIL
303	32 1655 956	119 7320 992	649760 195	1525032 396	90 365	80D NAIL
304	32 1701 199	119 7144 731	649874 435	1525135 084	101 094	80D NAIL
305	32 1931 921	119 7323 065	650018 176	1525484 217	113 681	MAG NAIL
306	32 1687 434	119 7388 596	649791 675	1525549 752	88 836	MAG NAIL
401	32 1671 199	119 7453 137	649871 466	1525614 298	87 139	** ON GATES
402	32 1767 323	119 7452 969	649871 569	1525614 336	87 136	** ON GATES

TRANSFORM SPC TO PDC (SPC US FEET * (1/0.99993501) + (.39 3712) * 100000) = PDC
TRANSFORM PDC TO SPC (SPC US FEET - (.39 3712) * 100000) / 0.99993501 = SPC

LEGEND

	EXISTING LIMITED ACCESS
	EXISTING HIGHWAY RIGHT OF WAY BOUNDARY
	EXISTING COUNTY RIGHT OF WAY BOUNDARY
	QUARTER SECTION LINE
	CONTROL POINT
	MONUMENT FOUND
	PERMIT AREA = 12,750 SQFT

Site plan
for internal
review of
temp. easement

Not to be
recorded.

[illegible]