

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 18-07-24-05

IN THE MATTER OF APPROVING THE JURISDICTIONAL TRANSFER OF SECTIONS OF SPRINGFIELD-CRESWELL HIGHWAY (OREGON ROUTE 222) FROM ODOT TO LANE COUNTY, AND GRANTING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE JURISDICTIONAL TRANSFER AGREEMENT.

**WHEREAS**, Lane County (County) and ODOT (State) staff have entered into discussions for the jurisdictional transfer of two sections of the Springfield-Creswell Highway (OR 222) from ODOT to Lane County; and

**WHEREAS**, County and State have collectively come to terms, and an agreement has been prepared for execution, said agreement referred to as Jurisdictional Transfer Agreement No. 829, hereinafter referred to as "Agreement", a draft of which is attached hereto; and

**WHEREAS**, the two sections of the Springfield-Creswell Highway to be transferred to County is described as Units A and B in Exhibit A of said Agreement; and

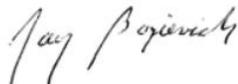
**WHEREAS**, State has agreed to terms as substantially outlined in the Agreement under State Obligations, Paragraphs 1 through 8; and

**WHEREAS**, County has agreed to terms as substantially outlined in the Agreement under County Obligations, Paragraphs 1 through 6;

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

1. The jurisdictional transfer of the Springfield-Creswell Highway (OR 222) from ODOT to Lane County is hereby approved.
2. The County Administrator is granted authority to execute Jurisdictional Transfer Agreement No. 829. In substantially the form as attached as Attachment A.

**ADOPTED** this 24th day of July, 2018.



Jay Bozievich, Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM

Date

7/16/2018

LANE COUNTY OFFICE OF LEGAL COUNSEL

**JURISDICTIONAL TRANSFER AGREEMENT**

Existing Springfield-Creswell Highway (Mile Point 5.11 to Mile Point 8.0) and  
Existing Springfield-Creswell Highway (Mile Point 11.91 to Mile Point 14.36) Section  
Oregon Route 222 (OR 222)  
County of Lane

**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," or "ODOT;" and LANE COUNTY, acting by and through its elected officials, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Existing Springfield-Creswell Highway (MP 5.11 – MP 8.0), hereinafter referred to as Unit A, is under the jurisdiction and control of the Oregon Transportation Commission (hereinafter "OTC"). State Bridge number 04117A is located at mile point 5.20, State Bridge number 07880 is located at mile point 5.41, and State Bridge number 07890 is located at mile point 5.64 on Unit A. Unit A is State Highway number 222 and is also designated as State Route OR 222. Jasper Park Frontage Road (222AA) between mile point 5.31 and mile point 5.46; and Pleasant Hill Frontage Road (222AB) between mile point 7.87 and mile point 7.98 exist along the existing Springfield-Creswell Highway and are under the jurisdiction and control of the OTC.
2. Existing Springfield-Creswell Highway (MP 11.91 – MP 14.36), hereinafter referred to as Unit B, is under the jurisdiction and control of the OTC. State Bridge number 08386 is located at mile point 12.19, State Bridge number 08388 is located at mile point 13.36, and State Bridge number 20103 is located at mile point 14.44 on Unit B. Unit B is State Highway number 222 and is also designated as State Route OR 222. Bear Creek Frontage Road (222AE) between mile point 12.82 and 12.98 exists along the existing Springfield-Creswell Highway and is under the jurisdiction and control of the OTC. Hendricks Road Connection (222AC) between mile points 11.63 and 11.91; and Bear Creek Connection (222AD) between mile point 12.85 and mile point 12.93 is under the jurisdiction and control of the OTC.
3. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting Parties.
4. By the authority granted in ORS 366.395, State may relinquish title to any of its property not needed by it for highway purposes to any other governmental body or political subdivision within the State of Oregon, subject to such restrictions, if any, imposed by deed or other legal instrument or otherwise imposed by State.

5. Under the provisions of ORS 366.290(3) with the written consent of the county in which a particular highway or part hereof is located, the State may, when in its opinion the interest of the State will be best served, eliminate from the state highway system any bridge, road, or highway or part thereof. Thereafter the bridge, road, or highway or part thereof eliminated shall become a county road, highway, or bridge, and the construction, repair, maintenance or improvement of, and jurisdiction over, such highway shall be exclusively under the county in which such road, highway or bridge is located.
6. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic signal work will conform to the current standards and specifications.
7. The Oregon Legislature in House Bill 2017 Section 71d and further described in Section 134 (2017), approved \$30,000,000 to be paid to County for the transfer of Springfield-Creswell Highway (OR 222) and Territorial Highway (OR 200) (described in Jurisdictional Transfer Agreement number 828). The funds available under House Bill 2017 are State Highway Funds and may be distributed under this agreement or Jurisdictional Transfer Agreement number 828.
8. For the purpose of furthering the development of a state highway system for the people of the State of Oregon, the Parties agree to eliminate from the state highway system Units A and B, as described in Exhibit A, and transfer jurisdiction and ownership to the County in phases.
9. Each bridge is one continuous structure which includes the substructure, superstructure, deck, and retaining walls, erosion control material, guardrail, impact panels, or other components that are attached to the structure that carries a designated route, as defined in the Bridge Inspection Program Manual (4.4.2) (dated January 2013) found at:  
[http://www.oregon.gov/ODOT/Bridge/Documents/Bridge\\_manuals/brinspecman2013.pdf](http://www.oregon.gov/ODOT/Bridge/Documents/Bridge_manuals/brinspecman2013.pdf).  
The point of demarcation of each bridge is the identifiable deck joint on each bridge approach. Each particular bridge unit may include all or some of these components. Any specific bridge unit configuration can be found on file with the State Bridge Program office.
10. The National Network (NN) was authorized by the Surface Transportation Assistance Act of 1982. The National Highway System (NHS) was adopted by Congress as part of the National Highway Designation Act of 1995. The Federal Highway Administration (FHWA) administers this program and must approve all changes to the system.

Roadways on the NN or NHS or that were part of the federal aid primary system in existence on June 1, 1991 continue to be subject to those federal requirements after jurisdiction is transferred from the State and State retains authority to enforce those laws. These provisions include but are not limited to 23 USC 131 and the Oregon Motorist Information Act, ORS 377.700 to 377.840 and 377.992 and reasonable access requirements of CFR Title 23 Part 658.19 and Part 658.23. Unit A and Unit B are not part of the NN or NHS or federal aid primary system. At the time of this agreement no signs from Oregon Travel Experience are located along Units A and B.

11. State maintains a state route system to assist the traveling public in their travels. Designated routes may be composed of both state highway and local roads. Designation and elimination of state routes are under authority of the OTC.
12. The permanent vehicle carrying capacity of identified freight routes shall not be permanently reduced after a jurisdictional transfer (ORS 366.215). Units A and B are not on designated freight routes and are not subject to this requirement.
13. Freight movements within cities will not be restricted after a highway segment is transferred (ORS 374.329). Unit A and Unit B are not located within a city and are not subject to this requirement.

**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. Transfer of Jurisdiction and Control**

State and County agree, upon approval of a Jurisdictional Transfer Resolution, hereinafter “Resolution” by the OTC, and subject to the provisions of this Agreement, that:

- a. The roadway sections of Units A and B shall be eliminated from the state highway system; that jurisdiction of roadway sections of Units A and B shall pass to and vest to County; and that County shall control, operate, and maintain the roadway sections of Units A and B, including traffic signals, illumination, and signage as a part of its county road system as long as needed for the service of persons living thereon or a community served thereby.
- b. State Bridge 04117A, State Bridge 07880, State Bridge 07890, State Bridge 08386, State Bridge 08388, and State Bridge 20103 shall be eliminated from the state highway system at the time State replaces or repairs each respective bridge to a condition described in State Obligations, paragraph 4. At the time of replacement or repair, jurisdiction of each respective bridge shall pass to and vest to County and County shall control, operate, and maintain the bridge as a part of

its county road system as long as needed for the service of persons living thereon or a community served thereby.

## 2. **Transfer of Property Rights**

- a. State and County agree that all property rights, title and interests and access rights in Units A and B, including property rights of all bridges, traffic signals, illumination, slope, utility, wetland water quality, storm water facilities, and similar easements shall be conveyed from State to County by recording a Jurisdiction Transfer Conveyance Document, hereinafter "Transfer Document" with the County after approval of a Resolution by the OTC and transfer of jurisdiction of all bridges described in subparagraph 1.a. above. Units A and B are described in "Exhibit A," and the location is as shown in "Exhibit B," both attached hereto and by this reference made a part hereof. If said right of way is no longer used for public road purposes, it shall automatically revert to State.
- b. The transfer of property rights in Units A and B are subject to the rights of any utilities located within said properties and further subject to the rights of the owners of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said properties.

## 3. **Designation of Highway Segments**

Units A and B will not retain the State Route OR 222 designation.

## 4. **Consideration**

The Parties agree to a phased payment of \$30,000,000 in state funds from State to County for future costs of preservation, improvements, and maintenance of Springfield-Creswell Highway and Territorial Highway. Payments shall be made as follows:

- a. \$5,000,000, available to be paid in Fiscal Year (FY) 2019, upon the recording of the Transfer Document for either Springfield-Creswell Highway or Territorial Highway, whichever occurs first.
- b. \$20,000,000, available to be paid in FY2022, contingent upon the recordings of the Transfer Documents for both Springfield-Creswell Highway and Territorial Highway.
- c. \$5,000,000, available for payment in FY2024, contingent upon the recordings of the Transfer Documents for both Springfield-Creswell Highway and Territorial Highway.

## 5. **Effective Date**

This Agreement becomes effective on the date all required signatures are obtained. The Agreement terminates on December 31<sup>st</sup>, twenty (20) calendar years after the

effective date of the Agreement, unless otherwise extended or renewed by formal agreement of the Parties.

## STATE OBLIGATIONS

1. In consideration for future costs of preservation, improvements, and maintenance of Springfield-Creswell Highway and Territorial Highway, State agrees to pay to County \$30,000,000. Payments will be made in increments and paid in the following schedule:
  - a. \$5,000,000, available to be paid in FY2019, upon the recording of the Transfer Document for either Springfield-Creswell Highway or Territorial Highway, whichever occurs first.
  - b. \$20,000,000, available to be paid in FY2022, contingent upon the recordings of the Transfer Documents for both Springfield-Creswell Highway and Territorial Highway.
  - c. \$5,000,000, available for payment in FY2024, contingent upon the recordings of the Transfer Documents for both Springfield-Creswell Highway and Territorial Highway.

Payment is contingent upon the adoption of a Resolution by the OTC that eliminates these sections of highway from the state highway system, and recording of the Transfer Document.

2. State shall construct missing curb ramps and upgrade non-compliant curb ramps (Work) along Unit B at the location depicted in "Exhibit C," attached hereto and by this reference made a part hereof, at State cost prior to January 1, 2033. State shall make reasonable efforts to notify County of construction schedule and perform the Work in a manner to minimize interference with the operation of the public right of way. State shall return public right of way to a condition as good or better than the condition of the right of way prior to the construction of the Work.
3. State agrees to replace or repair State Bridges 04117A, 07880, 07890, 08386, 08388, and 20103 to meet a National Bridge Inventory rating of "good or better" (a score of 7 or higher on a scale from 0-9) on each of the three major structural bridge components: the deck, superstructure, and substructure.
4. State agrees to pursue approval of an OTC Resolution to eliminate the roadway sections and bridges of Units A and B from the state highway system. Upon approval of the Resolution by the OTC all jurisdiction, maintenance, and control of the roadway in Units A and B shall pass to and vest in County. Upon approval of the OTC Resolution and upon State replacing or repairing State Bridge 04117A, State Bridge 07880, State Bridge 07890, State Bridge 08386, State Bridge 08388, and State

Bridge 20103 to a condition that meet a National Bridge Inventory rating of “good or better” (a score of 7 or higher on a scale from 0-9) on each of the three major structural bridge components: the deck, superstructure, and substructure, all jurisdiction, maintenance, and control of the respective bridges shall pass to and vest with County.

5. State shall transfer title to Units A and B, including title to the bridges, by recording a Transfer Document with the County. Title to Units A and B and to the bridges shall pass and vest in County upon the recording of the Transfer Document with the County.
6. Until State replaces or repairs State Bridge 04117A, State Bridge 07880, State Bridge 07890, State Bridge 08386, State Bridge 08388, and State Bridge 20103 to a condition that meets the National Bridge Inventory rating of “good or better” (a score of 7 or higher on a scale of 0-9) on each of the three major structural bridge components: the deck, superstructure, and substructure, State shall be responsible for performing the following maintenance responsibilities: all bridge repair maintenance considered to be beyond routine highway maintenance (said routine maintenance includes: patching, sweeping, striping, guardrail repair, winter operation activities, hazardous material spills, and incident response), at its own expense. State will notify County when each bridge is replaced or repaired by sending “Exhibit D,” attached hereto and by this reference made a part hereof, to the County.
7. State agrees to furnish County relevant copies of its pedestrian-activated signal inventory, curb ramp inventory, approved curb ramp design exceptions, and any written orders to close crosswalks and any maps, records, permits, and any other related data available that may be required to administer the Springfield-Creswell Highway, upon County’s written request.
8. State’s Project Manager for this Project is James Gamble, District 5 Manager, 2080 Laura Street, Springfield, Oregon 97477; phone: (541) 726-2541; email: [james.gamble@odot.state.or.us](mailto:james.gamble@odot.state.or.us), or assigned designee upon individual’s absence. County’s Project Manager shall be notified in writing of any contact information changes during the term of this Agreement.

## **COUNTY OBLIGATIONS**

1. In consideration of state funds identified in this Agreement, County agrees to:
  - a. Accept jurisdiction of Units A and B to control, operate, and maintain Units A and B, including all traffic signals, signs, and illumination and all things and appurtenances, and all permit activities and motor carrier enforcement, as part of its county road system for as long as needed for the service of persons living thereon or a community served thereby upon the approval of the OTC Resolution;

- b. Accept the transfer of all State’s property rights and interests as described in Exhibit A, including all bridges, subject to conditions in State Obligations, paragraph 6, traffic signals, signs and illumination and all things and appurtenances within the transferred right of way upon the recording of the Transfer Document with the County. This intent is also memorialized by the signatures in “Exhibit E, Acceptance of Jurisdictional Transfer and Quitclaim of Active Right of Way,” attached hereto and made a part of this agreement. If said property interests are no longer used for public road purposes, it shall automatically revert to State.
2. County shall perform routine highway maintenance and incident response of State Bridge 04117A, State Bridge 07880, State Bridge 07890, State 08386, State Bridge 08388, and State Bridge 20103. Said routine maintenance includes: patching, sweeping, striping, guardrail repair, winter operation activities, hazardous material spills, and incident response. County shall perform said duties with its own forces and at its own expense.
  3. If any, or a portion of, Unit A or Unit B reverts back to the State, or in the event that the OTC does not approve the transfer, County shall return its pedestrian-activated signal inventory, curb ramp inventory, approved curb ramp design exceptions and written order to close crosswalks and permit files, utility permit files, right of way maps, approved access permits, and as-built files to State.
  4. Except for missing and non-compliant curb ramps until repaired by State under State Obligations paragraph 2. above, County shall ensure that any portions of the project under County’s maintenance jurisdiction are maintained in compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together “ADA”), throughout the useful life of the project. This includes, but is not limited to, County ensuring that:
    - a. Pedestrian access is maintained as required by the ADA,
    - b. Any complaints received by County identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated,
    - c. Any repairs or removals of obstructions needed to maintain project features in compliance with the ADA requirements that were in effect at the time of project construction are completed by County or abutting property owner pursuant to applicable local code provisions,
    - d. Any future alteration work on project or project features during the useful life of the project complies with the ADA requirements in effect at the time the future alteration work is performed, and
    - e. Applicable permitting and regulatory actions are consistent with ADA requirements.
  5. County grants State permission to construct missing curb ramps and upgrade non-compliant curb ramps along Unit B.

6. County's Project Manager for this Project is Peggy Keppler, County Engineer, Lane County Public Works Engineering and Construction Services, 3050 North Delta Highway, Eugene, Oregon 97408; phone: (541) 682-6900; email: [lcpwadministration@co.lane.or.us](mailto:lcpwadministration@co.lane.or.us), or assigned designee upon individual's absence. State's Project Manager shall be notified in writing of any contact information changes during the term of this Agreement.

## **GENERAL PROVISIONS**

1. This Agreement may be terminated by mutual written consent of both Parties. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by that Party, under any of the following conditions:
  - a. If the other Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If the other 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 from the other Party fails to correct such failures within ten (10) days or such longer period as the other Party may authorize.
  - c. If OTC fails to adopt a Resolution eliminating Units A and B from the state highway system and approve the Jurisdictional Transfer of Units A and B to County.
  - 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 either Party 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. 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 County 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.

4. With respect to a Third Party Claim for which State is jointly liable with County (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 County in such proportion as is appropriate to reflect the relative fault of State on the one hand and of County 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 County 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.
5. With respect to a Third Party Claim for which County is jointly liable with State (or would be if joined in the Third Party Claim), County 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 County 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 County 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. County'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.
6. If County fails to maintain facilities in accordance with the terms of this Agreement, State, at its option, may maintain the facility and bill County, seek an injunction to enforce the duties and obligations of this Agreement or take any other action allowed by law. This section of this agreement shall survive Agreement expiration or termination.
7. All employers, including State and County, 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. State and County shall ensure that each of its subcontractors complies with these requirements.

8. County 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, County 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, as amended by the ADA Amendments Act of 2008, 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.
9. State and County acknowledge and agree that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of State and County which are directly pertinent to the specific 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.
10. County certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of County, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind County.
11. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute an 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.
12. Each Party hereby grants the other Party authority to enter onto each other's right of way for the purpose of performing the construction or maintenance services with forty-eight (48) hours prior notification.
13. This Agreement and attached exhibits 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, possess the legal authority to sign and legally bind their Party to this Agreement, and agree to be bound by its terms and conditions.

Funding for this Agreement is in the 2018-2021 Statewide Transportation Improvement Program (Key No 21258), that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

DRAFT

**LANE COUNTY**, by and through its elected officials

By \_\_\_\_\_  
County Administrator

Date \_\_\_\_\_

**APPROVED AS TO FORM**

By \_\_\_\_\_  
County Legal Counsel

Date \_\_\_\_\_

**County Contact:**

Peggy Keppler, County Engineer  
Lane County Public Works Engineering and  
Construction Services  
3050 North Delta Highway  
Eugene, OR 97408  
Phone: (541) 682-6900  
Email: [hcpwadministration@co.lane.or.us](mailto:hcpwadministration@co.lane.or.us)

**State Contact:**

James Gamble, District Manager  
ODOT, Region 2, District 5  
2080 Laura Street  
Springfield, OR 97477  
Phone: (541) 726-2541  
Email: [james.gamble@odot.state.or.us](mailto:james.gamble@odot.state.or.us)

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
State Traffic/Roadway Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Right of Way Program Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
District 5 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By \_\_\_\_\_  
Assistant Attorney General

Date \_\_\_\_\_

**EXHIBIT A**  
**Units A and B – Legal Description**

EXHIBIT A - Page 1 of 1

**Jurisdictional Transfer No. 829**  
Drawings 7B-25-18, 1R-5-44, 1R-5-491, 8B-5-24 and 10B-21-02  
7/3/2018

**Transfer To Lane County**

All that portion of the active Right of Way of the existing Springfield – Creswell Highway No. 222 and the relocated Springfield – Creswell Highway No. 222 consisting of all properties contiguously attached to and in support of said active Right of Way and lying within Sections 14, 15, 22, 27, and 34, Township 18 South, Range 2 West; Sections 7, 8 and 18, Township 19 South, Range 2 West, and Sections 13, and 14, Township 19 South, Range 3 West, W.M. all of Lane County, Oregon, consisting of the following two parts:

Unit A being all the right of way boundaries of the existing Springfield – Creswell Highway No. 222 and the relocated Springfield – Creswell Highway No. 222 beginning at the Westerly right of way of the Jasper – Lowell County Road at approximately mile point 5.11; thence Southerly to the end of Part 1 at the Northerly right of way of the relocated Willamette Highway No. 18 at approximate Mile Point 8.00.

AND ALSO those frontage roads know as Jasper Park Frontage Road and Pleasant Hill Frontage Road.

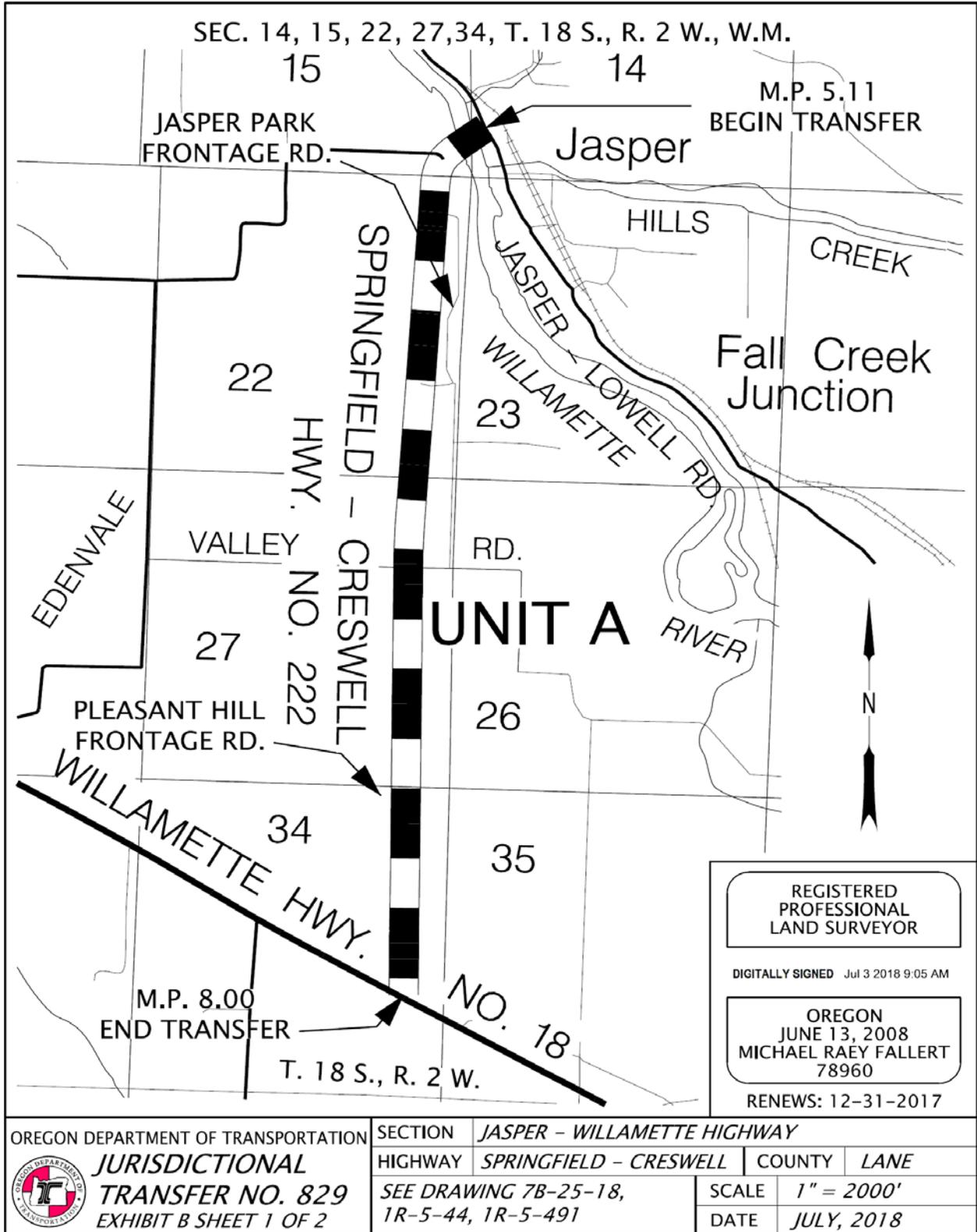
Unit B being all the right of way boundaries of the existing Springfield – Creswell Highway No. 222 and the relocated Springfield – Creswell Highway No. 222 beginning at the Northerly limits of the right of way properties owned by the Oregon Department of Transportation in Section 8, Township 19 South, Range 2 West, W.M. at approximate Mile Point 11.91 of the Hendricks Road Connector thence; Southerly and Westerly to the end of the Hendricks Road Connector at joint Mile Point 11.63; thence Southerly and Westerly to the end of Part 2 at the intersection of said highway and the East right of way of The City of Creswell street named Emerald Parkway in Section 14, Township 19 South, Range 3 West, W.M. at approximate Mile Point 14.36.

AND ALSO that frontage road known as Bear Creek Frontage Road and that connector road known as Bear Creek Connector.

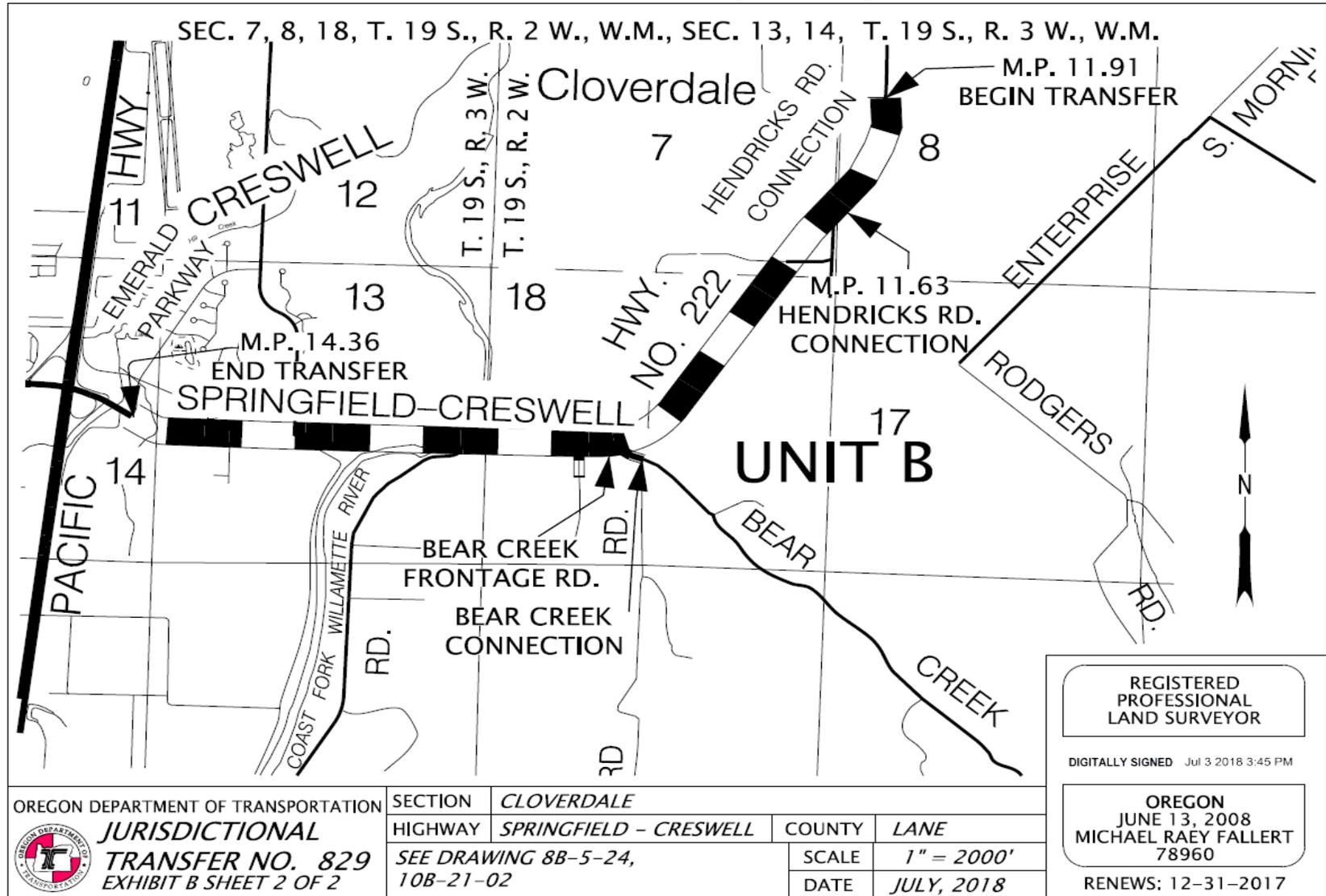


RENEWS: 12-31-2019

**EXHIBIT B – Location**



**EXHIBIT B – Location (continued)**



OREGON DEPARTMENT OF TRANSPORTATION  
 **JURISDICTIONAL**  
**TRANSFER NO. 829**  
 EXHIBIT B SHEET 2 OF 2

SECTION	CLOVERDALE		
HIGHWAY	SPRINGFIELD - CRESWELL	COUNTY	LANE
SEE DRAWING 8B-5-24, 10B-21-02		SCALE	1" = 2000'
		DATE	JULY, 2018

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

DIGITALLY SIGNED Jul 3 2018 3:45 PM

OREGON  
 JUNE 13, 2008  
 MICHAEL RAEY FALLERT  
 78960

RENEWS: 12-31-2017

# EXHIBIT C – Missing Curb Ramps

## 4. HWY 222 MP 14.14, MELTON RD. – RAMPS



*Individual curb-ramp assets classified by ADA functional condition*

**Exhibit D**

Bridge 04117A

Mile point 5.20, Springfield-Creswell Highway (OR 222)

Lane County

Jurisdiction and control of Bridge 04117A located at MP 5.20 is now fully transferred to Lane County.

The Oregon Transportation Commission Approved Resolution \_\_\_\_\_ to transfer jurisdiction of Bridge 04117A to Lane County conditioned upon the replacement or repair of the bridge condition that meets the National Bridge Inventory rating of “good or better” (a score of 7 or higher on a scale of 0-9) on each of the three major structural bridge components: the deck, superstructure, and substructure.

Bridge 04117A has a National Bridge Inventory Rating of:

\_\_\_\_\_ for the Deck

\_\_\_\_\_ for the Superstructure

\_\_\_\_\_ for the Substructure

Documentation of the evaluation is on file at \_\_\_\_\_

\_\_\_\_\_  
Signed by the ODOT Bridge Engineer

\_\_\_\_\_  
Date

**Exhibit D**

Bridge 07880

Mile point 5.41, Springfield-Creswell Highway (OR 222)

Lane County

Jurisdiction and control of Bridge 07880 located at MP 5.41 is now fully transferred to Lane County.

The Oregon Transportation Commission Approved Resolution \_\_\_\_\_ to transfer jurisdiction of Bridge 07880 to Lane County conditioned upon the replacement or repair of the bridge condition that meets the National Bridge Inventory rating of “good or better” (a score of 7 or higher on a scale of 0-9) on each of the three major structural bridge components: the deck, superstructure, and substructure.

Bridge 07880 has a National Bridge Inventory Rating of:

\_\_\_\_\_ for the Deck

\_\_\_\_\_ for the Superstructure

\_\_\_\_\_ for the Substructure

Documentation of the evaluation is on file at \_\_\_\_\_

\_\_\_\_\_  
Signed by the ODOT Bridge Engineer

\_\_\_\_\_  
Date

**Exhibit D**

Bridge 07890

Mile point 5.64 on Unit A, Springfield-Creswell Highway (OR 222)

Lane County

Jurisdiction and control of Bridge 07890 located at MP 5.64 on Unit A is now fully transferred to Lane County.

The Oregon Transportation Commission Approved Resolution \_\_\_\_\_ to transfer jurisdiction of Bridge 07890 to Lane County conditioned upon the replacement or repair of the bridge condition that meets the National Bridge Inventory rating of "good or better" (a score of 7 or higher on a scale of 0-9) on each of the three major structural bridge components: the deck, superstructure, and substructure.

Bridge 07890 has a National Bridge Inventory Rating of:

\_\_\_\_\_ for the Deck

\_\_\_\_\_ for the Superstructure

\_\_\_\_\_ for the Substructure

Documentation of the evaluation is on file at \_\_\_\_\_

\_\_\_\_\_  
Signed by the ODOT Bridge Engineer

\_\_\_\_\_  
Date

**Exhibit D**

Bridge 08386

Mile point 12.19, Springfield-Creswell Highway (OR 222)

Lane County

Jurisdiction and control of Bridge 08386 located at MP 12.19 is now fully transferred to Lane County.

The Oregon Transportation Commission Approved Resolution \_\_\_\_\_ to transfer jurisdiction of Bridge 08386 to Lane County conditioned upon the replacement or repair of the bridge condition that meets the National Bridge Inventory rating of “good or better” (a score of 7 or higher on a scale of 0-9) on each of the three major structural bridge components: the deck, superstructure, and substructure.

Bridge 08386 has a National Bridge Inventory Rating of:

\_\_\_\_\_ for the Deck

\_\_\_\_\_ for the Superstructure

\_\_\_\_\_ for the Substructure

Documentation of the evaluation is on file at \_\_\_\_\_

\_\_\_\_\_  
Signed by the ODOT Bridge Engineer

\_\_\_\_\_  
Date

**Exhibit D**

Bridge 08388

Mile point 13.36, Springfield-Creswell Highway (OR 222)

Lane County

Jurisdiction and control of Bridge 08388 located at MP 13.36 is now fully transferred to Lane County.

The Oregon Transportation Commission Approved Resolution \_\_\_\_\_ to transfer jurisdiction of Bridge 08388 to Lane County conditioned upon the replacement or repair of the bridge condition that meets the National Bridge Inventory rating of "good or better" (a score of 7 or higher on a scale of 0-9) on each of the three major structural bridge components: the deck, superstructure, and substructure.

Bridge 08388 has a National Bridge Inventory Rating of:

\_\_\_\_\_ for the Deck

\_\_\_\_\_ for the Superstructure

\_\_\_\_\_ for the Substructure

Documentation of the evaluation is on file at \_\_\_\_\_

\_\_\_\_\_  
Signed by the ODOT Bridge Engineer

\_\_\_\_\_  
Date

**Exhibit D**

Bridge 20103

Mile point 14.44 on Unit B, Springfield-Creswell Highway (OR 222)

Lane County

Jurisdiction and control of Bridge 20103 located at MP 14.44 on Unit B is now fully transferred to Lane County.

The Oregon Transportation Commission Approved Resolution \_\_\_\_\_ to transfer jurisdiction of Bridge 20103 to Lane County conditioned upon the replacement or repair of the bridge condition that meets the National Bridge Inventory rating of "good or better" (a score of 7 or higher on a scale of 0-9) on each of the three major structural bridge components: the deck, superstructure, and substructure.

Bridge 20103 has a National Bridge Inventory Rating of:

\_\_\_\_\_ for the Deck

\_\_\_\_\_ for the Superstructure

\_\_\_\_\_ for the Substructure

Documentation of the evaluation is on file at \_\_\_\_\_

\_\_\_\_\_  
Signed by the ODOT Bridge Engineer

\_\_\_\_\_  
Date

**EXHIBIT E**  
**Acceptance of Jurisdictional Transfer**  
**& Quitclaim of Active Right of Way**

Existing Springfield-Creswell Highway (Mile Point 5.11 to Mile Point 8.0) and  
Existing Springfield-Creswell Highway (Mile Point 11.9 to Mile Point 14.44) Section  
Oregon Route 222 (OR 222)  
County of Lane

The parties agree that signing this Agreement and Acceptance page serves as an indication of approval, pursuant to ORS 93.808, of the following conveyances from the State to Lane County:

All right, title, and interest, including jurisdiction, maintenance and control, of Unit A the existing Springfield-Creswell Highway (MP 5.11 – MP 8.0) and of Unit B the existing Springfield-Creswell Highway (MP 11.9 – 14.44), State Highway No. 222 in Lane County, Oregon, described in Exhibit A and shown on Exhibit B, attached hereto and by this reference made a part hereof, shall be conveyed to Lane County as (a) portion(s) of its County road system as long as needed for the service of persons living thereon or for a community served thereby.

Accepted By:

\_\_\_\_\_ County, by and through its elected officials

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_