

**RESOLUTION NO. 1348  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AMENDMENT 2 TO INTERGOVERNMENTAL  
AGREEMENT for MANAGEMENT OF THE CROOK COUNTY/ PRINEVILLE  
AIRPORT**

**Whereas**, the City of Prineville (“City”) and Crook County (“County”) are parties to that certain Intergovernmental Agreement (“Agreement”) effective September 23, 2011, for City to provide services with respect to management of the Crook County/Prineville Airport (hereinafter “the Airport”), originally set to expire on June 30, 2016; and

**Whereas**, the duration of the Agreement was extended by Extension Agreement (hereinafter “Amendment 1”), and is now set to expire on June 30, 2021; and

**Whereas**, the parties are currently engaged in an application process with the United States Forest Service (USFS), proposing that the Airport be used as a helibase for USFS fire suppression, emergency management, and public safety services (hereinafter “Helibase Project”) and

**Whereas**, a component of the Helibase project is a multi-million dollar loan, the terms of which have not been finalized, to acquire the funds for certain planned capital improvements at the Airport; and

**Whereas**, in the event that the borrowed funds are insufficient to cover the costs of the capital improvements, the parties wish to memorialize the responsibility for any budget shortfalls; and

**Now, Therefore**, the City of Prineville resolves as follows:

1. The Amendment 2 to Intergovernmental Agreement for Management of the Crook County/Prineville Airport attached to this Resolution is approved and that the Mayor is authorized to sign such Agreement on behalf of the City.

Approved by the City Council this 10th day of July, 2018.

  
Betty J. Roppe, Mayor

ATTEST:

  
Lisa Morgan, City Recorder

**AMENDMENT 2 to  
INTERGOVERNMENTAL AGREEMENT for  
MANAGEMENT OF THE CROOK COUNTY/PRINEVILLE AIRPORT**

This Amendment 2, effective as of February 9, 2018, is by and between the City of Prineville, a municipal corporation of the State of Oregon, hereinafter referred to as "City," and Crook County, a political subdivision of the State of Oregon, hereinafter referred to as "County."

WITNESSETH

**WHEREAS**, the parties hereto executed an Intergovernmental Agreement effective September 23, 2011, for City to provide services with respect to management of the Crook County/Prineville Airport (hereinafter "the Airport"), originally set to expire on June 30, 2016; and

**WHEREAS**, the duration of the Intergovernmental Agreement was extended by Extension Agreement (hereinafter "Amendment 1"), and is now set to expire on June 30, 2021; and

**WHEREAS**, the parties are currently engaged in an application process with the United States Forest Service proposing that the Airport be used as a helibase for USFS fire suppression, emergency management, and public safety services (hereinafter "the Helibase project"); and

**WHEREAS**, a component of the Helibase project is a multi-million dollar loan, the terms of which have not been finalized, to acquire the funds for certain planned capital improvements at the Airport; and

**WHEREAS**, in the event that the borrowed funds are insufficient to cover the costs of the capital improvements, the parties to the Intergovernmental Agreement wish to memorialize the responsibility for any budget shortfalls.

AMENDMENT TERMS

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Incorporation of Recitals: The above recitals are incorporated into and made a part of this Amendment 2, as contractual terms and not mere recitals.
2. Reaffirmation of Intergovernmental Agreement: Except as modified by this Amendment 2, all terms and conditions of the Intergovernmental Agreement and Amendment 1 are reaffirmed and in full force and effect.
3. Counterparts: This Amendment 2 may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together, shall constitute one in the same original. Facsimiles and electronic



transmittals of signed documents shall be binding as though they were an original as such signed document.

4. SDC Fees. City agrees to waive all water and sewer Systems Development Charges (SDC fees) associated with the USFS Helibase project, and City shall provide (extend) city water services to the Helibase at no cost to the project. In consideration for City's agreements set forth herein, County agrees to relinquish its SDC credit of \$250,040.00 as set forth in that Intergovernmental Agreement between City and County dated February 25, 2015, a copy of which is attached hereto as **Exhibit A.**

**IN WITNESS WHEREOF,** The parties have executed this Amendment 2 as of the dates below and agree that this Amendment shall be attached to the Intergovernmental Agreement.

CROOK COUNTY COURT

\_\_\_\_\_  
Seth Crawford, County Judge

\_\_\_\_\_  
Date

CITY OF PRINEVILLE

  
Betty J. Roppe, Mayor

July 10, 2018  
Date

\_\_\_\_\_  
Jerry Brummer, County Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian Barney, County Commissioner

\_\_\_\_\_  
Date

**INTERGOVERNMENTAL AGREEMENT  
REGARDING WATER SYSTEM DEVELOPMENT  
CHARGE (SDC) CREDIT**

Effective this 25<sup>th</sup> day of February 2015, this Intergovernmental Agreement ("IGA") is entered into by and between Crook County, a political subdivision of the State of Oregon (the "County") and the City of Prineville, a municipal corporation of the State of Oregon (the "City"), collectively the "Parties" and individually a "Party."

**RECITALS**

- A. On four separate occasions, County conveyed certain easements on County owned real property to City or at City's request to third parties for purposes related to the City's municipal water system.
- B. Those easements were recorded in the official real property records of Crook County, Oregon, on the following dates and with the following microfilm numbers:
- i. Microfilm No. 2012-255245, recorded on November 13, 2012, **attached as Exhibit B. i;**
  - ii. Microfilm No. 2012-250762, recorded on February 14, 2012, **attached as Exhibit B. ii;**
  - iii. Microfilm No. 2011-103, recorded on November 4, 2011, and modified by B. ii above, **attached as Exhibit B. iii;**
  - iv. Microfilm No. 2014-264635, recorded August 29, 2014, **attached as Exhibit B. iv;** and
  - v. Microfilm No. 2014-264636, recorded August 29, 2014, **attached as Exhibit B. v.**

The Parties have agreed that in consideration for County granting the above-referenced easements, City shall grant County System Development Charge (SDC) credit to be applied to one or more **County owned** parcels at the County's sole discretion and as more fully described below.

C. The Parties also desire to establish a methodology for valuing and compensating County for future easements granted by County to City or to third parties at City's request for the City's benefit.

D. Notwithstanding anything in this IGA, any decision to grant future easements from the County to the City shall be at County's sole and absolute discretion.



## AGREEMENT

Based upon the following covenants, the Parties agree as follows:

1. The above recitals are made a part of this IGA.
2. City grants to the County a water System Development Charge (SDC) credit in the amount of \$250,040.00 to be applied to one or more County owned parcels or real property as determined by County at its sole discretion.

The SDC credit amount has been determined by the easement area found in Recital B above, a total of 7.144 acres, multiplied by \$35,000.00 an acre, for a grand total of \$250,040.00.

3. The SDC credit shall be used to satisfy payments that would otherwise be due to the City for water SDC charges otherwise payable for water supply, treatment, storage, and distribution, but not for any other SDC charges, including but not limited to waste water, transportation, or surface water SDCs.

4. Claims for SDC credit pursuant to this IGA are fully assignable by the County without the written consent of the City. Copies of any assignment of said credit shall be approved by the County and the assignee and delivered to the City.

5. SDC credits shall be offset against the SDC fees in effect when such fees are paid.

6. No interest shall accrue on the SDC credit established by this Agreement.

7. The SDC credit described in Section 2 shall remain in effect until fully utilized and shall have no expiration date. Crook County agrees to work diligently to utilize the credit as soon as reasonably possible and subject to future development.

8. In the future, if the County conveys any easements to City or to third parties at City's request and for City's benefit for infrastructure items (water, sewer, or transportation), City shall grant to County SDC credits for the specific infrastructure item based upon the following formula:

Determine the mean real market value ("RMV") per acre (using the current land RMV on the Crook County Assessor's records) for not less than three (3) properties of similar size in the area of the easement location;

Determine the size to the tenth of an acre of the easement granted ("Easement Area");

For exclusive easements, multiply the Easement Area times ninety percent (90%) of the mean RMV with the product being the amount of the SDC credit;  
For non-exclusive easements, multiply the Easement Area times fifty percent (50%) of the mean RMV with the product being the amount of the SDC credit.



After determining the SDC credit amount, City shall issue to County a letter stating the amount of the credit with the computations and documentation as to how the amount of the credit was determined.

9. The terms of this IGA shall be binding upon and inure to the benefit of each of the Parties.

10. Neither Party is, by virtue of this IGA, a partner or joint venturer with the other Party, and neither party shall have any obligation with respect to the other Party's debts or liabilities of whatever kind or nature.

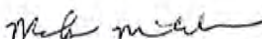
11. The failure of either Party to enforce any provision of this IGA shall not constitute a waiver by that Party of that provision or of any other provision of this IGA.

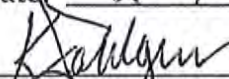
12. Should any provision or provisions of this IGA be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this IGA which shall remain in full force and effect.

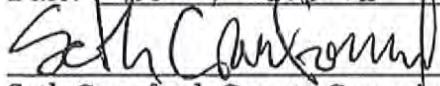
13. This IGA constitutes the entire Agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this IGA which are not fully expressed herein.

14. This IGA shall supersede and replace that Promissory Note between City and County dated October 12, 2011.

CROOK COUNTY

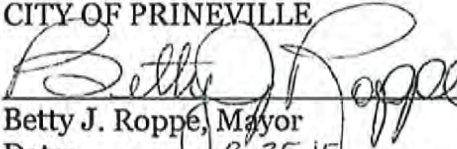
  
Mike McCabe, Crook County Judge  
Date: 2-4-2015

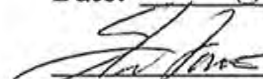
  
Ken Fahlgren, County Commissioner  
Date: 2-4-2015

  
Seth Crawford, County Commissioner

Date: 2-4-2015

CITY OF PRINEVILLE

  
Betty J. Roppe, Mayor  
Date: 2-25-15

  
Steve Forrester, City Manager  
Date: 2-25-15

After Recording Return To:  
Dutli & Borneman, LLP  
545 NE Seventh Street  
Prineville, OR 97754

Crook County Official Records **2012-255245**  
DEED-ESMT  
Total Fees: **\$89.00** 11/13/12 04:07 PM  
\$45.00 \$11.00 \$16.00 \$2.00 \$5.00 \$10.00



I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

*Deanna Berman*



ENTERED NOV 19 2012

## EASEMENT

THIS EASEMENT ("Easement") is entered into this 3 day of Oct., 2012, by and between **Crook County**, a political subdivision of the State of Oregon, (hereafter "County") and the **City of Prineville**, an Oregon municipal corporation, its successors and assigns, (hereafter "City").

### RECITALS:

- A. County owns real property in Crook County, Oregon, described as Tax Lot 300 in Section 11 in Township 15 South, Range 15 East of the Willamette Meridian (hereafter the "Property").
- B. City has drilled test wells at two different locations on the Property and has determined that the test wells have sufficient water quantity and quality to be used for municipal water wells. City has identified the location of the two wells on the Property upon which to locate easements to place a water well or water wells and other structures and appurtenants to be used for production of municipal water wells.
- C. City desires to drill a monitoring well on the Property to enable City to monitor the water level in the aquifer below the Property.
- D. The parties have agreed on the terms of the Easement and desire to memorialize their agreement.

FOR GOOD AND valuable consideration, receipt of which is hereby acknowledged, including the following covenants, the parties agree as follows:

- 1. County hereby grants to City:
  - a. A perpetual, exclusive easement to use the portion of the property described as the well easement on Exhibit 1 attached hereto and by this reference made a part hereof for municipal well purposes. The well described on Exhibit 1 is hereafter referred to as "Well No. 1."
  - b. A perpetual, exclusive easement to use the portion of the property described on Exhibit 2 attached hereto and by this reference made a part hereof for municipal well purposes. The well described on Exhibit 2 is hereafter referred to as "Well No. 2."



c. A perpetual 30-foot wide non-exclusive easement to use the portion of the Property described on Exhibit 1, as well access easement for access from George Millican Road to Well No. 1 and for the placement, replacement, maintenance, repair, and operation of electrical lines and water lines to be used in the operation of Well No. 1 and to provide water from Well No. 1 to the City's municipal water system (the "Access Easement"). Upon any excavation of the Access Easement by City or its employees, agents, or contractors, City shall restore the Access Easement to the same condition that existed prior to such excavation. No permanent improvements or vegetation, other than grass, shall be placed on the Access Easement.

d. A perpetual, non-exclusive easement to use the portion of the Property described on Exhibit 3 attached hereto and by this reference made a part hereof for a monitoring well. In conjunction with such well, the City shall have the right to drill, redrill, maintain, repair, and operate a monitoring well, and to locate equipment to be used to monitor water in the aquifer below the Property. The City and their employees, agents, and contractors shall also have the right of access across the Property to and from the easement area described on Exhibit 3 at a location acceptable to City.

2. As used in paragraph 1 above, municipal well purposes shall include, but not be limited to drilling and developing a municipal water production well or wells, construction of a well house or well houses, construction of security fence on the perimeter of the easements, or any of them, and maintaining and repairing the wells, fences, and associated plumbing and electrical connections, and the well house or houses.

3. City shall procure, at City's expense, an access permit for access off George Millican Road to the Access Easement at a location approved by County, which approval shall not be unreasonably withheld.

4. The easements granted by this document are subject to all prior easements or encumbrances of record.

5. City and County acknowledge that these wells, and their respective easements, are located near US Highway 126. Highway 126, and especially near the intersection with George Millican Road, is the subject of proposed traffic safety changes the details of which are not finalized. City and County acknowledge that the implementation of these changes, consistent with the adopted Highway 126 Corridor Plan, is of critical importance to both City and County and may require the relocation of the water wells. If such relocation is required, City and County agree in good faith to



work together to assist each other in the relocation of the wells, upon terms which they may later agree.

**Crook County**

By: Mike McCabe  
Mike McCabe, County Judge

By: Ken Fahlgren  
Ken Fahlgren, Commissioner

By: Seth Crawford  
Seth Crawford, Commissioner

STATE OF OREGON     )  
                                  )ss.  
County of Crook        )

Personally appeared the above-named **Mike McCabe, County Judge, Ken Fahlgren, Commissioner, and Seth Crawford, Commissioner**, for Crook County and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of Crook County this 30<sup>th</sup> day of ~~July~~, 2012.

*October*



Colleen H. Ferguson  
Notary Public for Oregon  
My Commission Expires: 12-17-2012

**City of Prineville**

By: Steve Forrester  
Steve Forrester, City Manager

By: Betty J. Roppe  
Betty J. Roppe, Mayor

STATE OF OREGON     )  
                                  )ss.  
County of Crook        )

Personally appeared the above-named **Steve Forrester, City Manager, and Betty J. Roppe, Mayor**, for the City of Prineville and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of the City this 31<sup>st</sup> day of ~~July~~, 2012.



*October*  
Lisa K. Morgan  
Notary Public for Oregon  
My Commission Expires: 9-11-16

# Armstrong Surveying & Engineering, Inc.

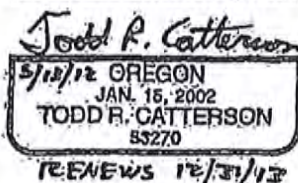
267 NE Second Street, STE-100 - Prineville, Oregon 97754-(541) 447-7791 - Fax: (541) 416-1602

LEGAL DESCRIPTION FOR A WELL EASEMENT AND WELL ACCESS  
EASEMENT LOCATED IN THE SE1/4 OF SECTION 11, T.15S., R.15E., W.M.,  
CROOK COUNTY, OREGON  
W.O. 12-4232

## LEGAL DESCRIPTION

Legal description for a well easement located in Parcel 2 of Partition Plat No. 2011-08, Records of Crook County, Oregon in the Southeast one-quarter (SE1/4) of Section 11, Township 15 South, Range 15 East, Willamette Meridian, Crook County, Oregon, more particularly described as follows: Beginning at the South one-quarter corner of said Section 11, thence North 89°50'13" East along the South line of said Section 11 a distance of 112.61 feet to the TRUE POINT OF BEGINNING of this legal description; thence North 00°09'47" West a distance of 300.00 feet; thence North 89°50'13" East a distance of 300.00 feet; thence South 00°09'47" East a distance of 300.00 feet to the South line of said Section 11; thence South 89°50'13" West along said South line of Section 11 a distance of 300.00 feet to the TRUE POINT OF BEGINNING.

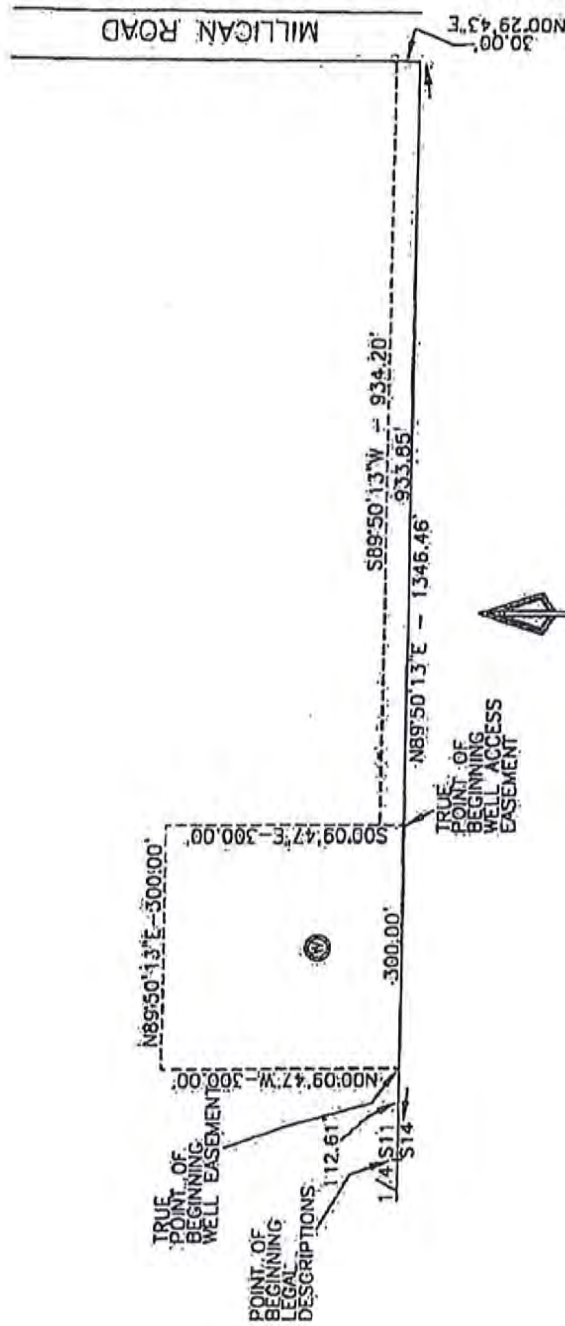
TOGETHER WITH a well access easement described as follows: Beginning at the South one-quarter corner of said Section 11, thence North 89°50'13" East along the South line of said Section 11 a distance of 412.61 feet to the TRUE POINT OF BEGINNING of this legal description; thence North 89°50'13" East along said South line of Section 11 a distance of 933.85 feet to the West right-of-way line of Millican Road; thence North 00°29'43" East along said right-of-way line a distance of 30.00 feet; thence South 89°50'13" West a distance of 934.20 feet; thence South 00°09'47" East a distance of 30.00 feet to the TRUE POINT OF BEGINNING.



*Exhibit 1  
page 1 of 2*



EXHIBIT MAP FOR A WELL  
 EASEMENT LOCATED IN THE SE1/4  
 OF SECTION 11, T.15S., R.15E.,  
 W.M., CROOK COUNTY, OREGON  
 W.O. 12-4232

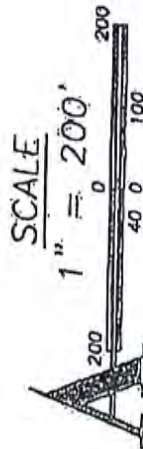


REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Todd R. Gatterson*

PLR/OREGON  
 JAN. 15, 2002  
 TODD R. GATTERSON  
 90270

RENEWED 12/31/13



MAY 13, 2012

Exhibit 1  
 Page 2 of 2

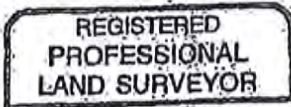
# Armstrong Surveying & Engineering, Inc.

267 NE Second Street, STE. 100 - Prineville, Oregon 97754 - (541) 447-7791 - Fax: (541) 416-1602

LEGAL DESCRIPTION FOR A WELL EASEMENT LOCATED IN THE NE1/4 OF SECTION 11, T.15S., R.15E., W.M., CROOK COUNTY, OREGON, W.O. 12-4232

## LEGAL DESCRIPTION

Legal description for a well easement located in Parcel 2 of Partition Plat No. 2011-08, Records of Crook County, Oregon in the Northeast one-quarter (NE1/4) of Section 11, Township 15 South, Range 15 East, Willamette Meridian, Crook County, Oregon, more particularly described as follows: Beginning at the East one-quarter corner of said Section 11, thence North 64°35'44" West a distance of 886.09 feet to the TRUE POINT OF BEGINNING of this description, said point being located on the Northerly right-of-way line of Ochoco Highway - U.S. 126; thence North 29°43'14" West a distance of 200.00 feet; thence North 60°16'46" East a distance of 200.00 feet; thence South 29°43'14" East a distance of 200.00 feet to said Northerly right-of-way line of Ochoco Highway - U.S. 126; thence South 60°16'46" West along said right-of-way line a distance of 200.00 feet to the TRUE POINT OF BEGINNING.



*Todd R. Catterman*

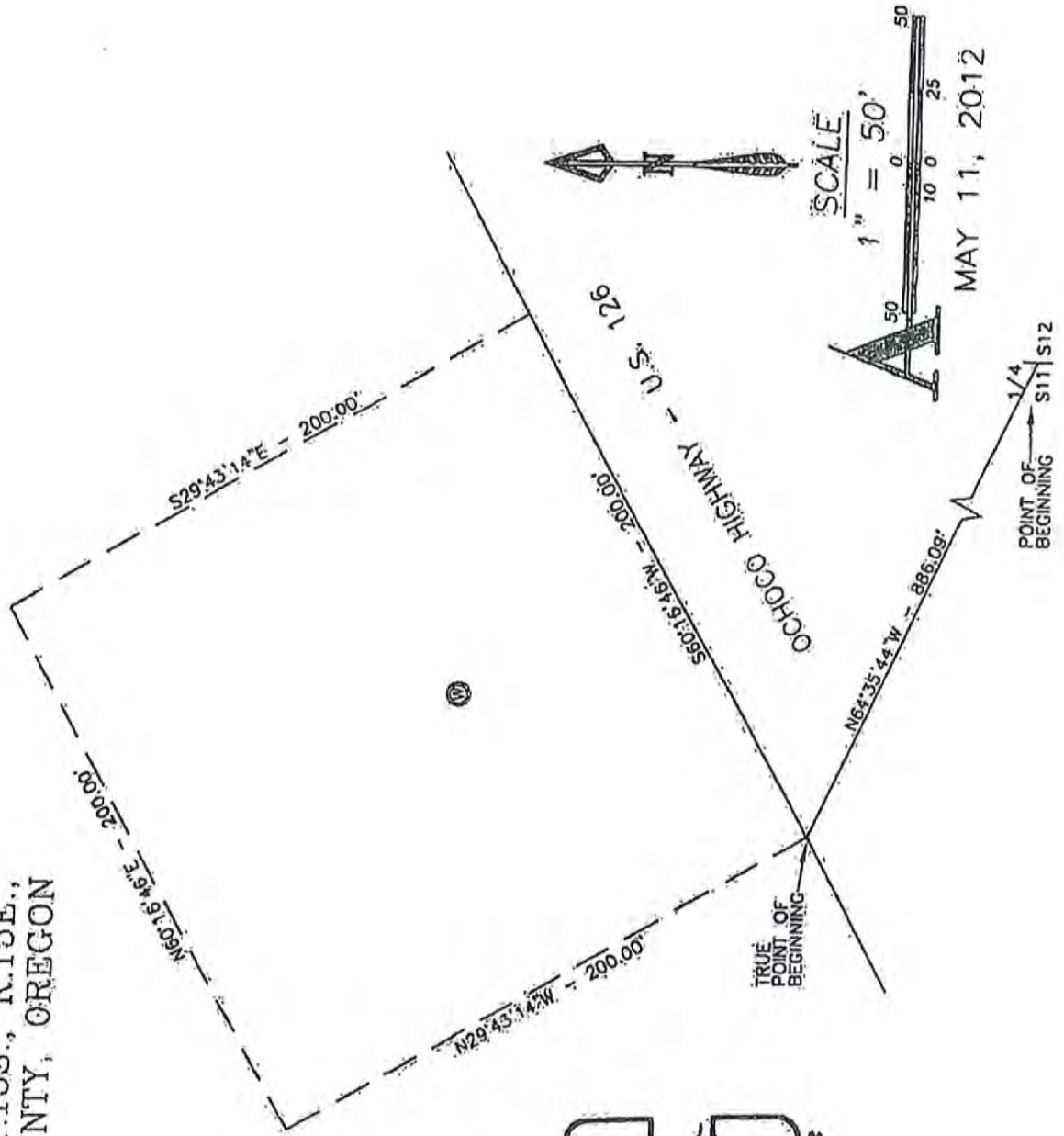


RENEWS 12/21/13

*Exhibit 2  
page 1 of 2*



EXHIBIT MAP FOR A WELL  
 EASEMENT LOCATED IN THE NE1/4  
 OF SECTION 11, T.15S., R.15E.,  
 W.M., CROOK COUNTY, OREGON  
 W.O. 12-4232



REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
*Todd R. Catterton*  
 5/13/12, OREGON  
 JAN. 15, 2005  
 TODD R. CATTERTON  
 53270  
 RENEWS 12/31/13

Exhibit 2  
 page 2 of 2

# Armstrong Surveying & Engineering, Inc.

267 NE Second Street, STE 100 - Prineville, Oregon 97754-4541 447-7791 - fax: (541) 416-1602

LEGAL DESCRIPTION FOR A WELL EASEMENT LOCATED IN THE SW1/4 OF SECTION 11, T.15S., R.15E., W.M., CROOK COUNTY, OREGON W.O. 12-4232.

## LEGAL DESCRIPTION

Legal description for a well easement located in Parcel 2 of Partition Plat No. 2011-08, Records of Crook County, Oregon in the Southwest one-quarter (SW1/4) of Section 11, Township 15 South, Range 15 East, Willamette Meridian, Crook County, Oregon, more particularly described as follows: Beginning at the Southwest corner of said Section 11, thence North  $56^{\circ}33'51''$  East a distance of 1802.20 feet to the TRUE POINT OF BEGINNING of this legal description; thence North  $44^{\circ}56'41''$  East a distance of 277.82 feet; thence South  $45^{\circ}05'49''$  East a distance of 180.92 feet, more or less, to the Northerly right-of-way line of Ochoco Highway - U.S. 126; thence South  $50^{\circ}28'02''$  West along said right-of-way line a distance of 279.36 feet; thence North  $45^{\circ}00'52''$  West a distance of 154.04 feet to the TRUE POINT OF BEGINNING.



Exhibit 3  
page 1 of 2



EXHIBIT MAP FOR A WELL  
 EASEMENT LOCATED IN THE SW1/4  
 OF SECTION 11, T.15S., R.15E.,  
 W.M., CROOK COUNTY, OREGON  
 W.O. 12-4232

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Todd R. Catterson*

STATE OF OREGON  
 JAN. 15, 2002  
 TODD R. CATTERSON  
 53270

RENEWS 12/31/13

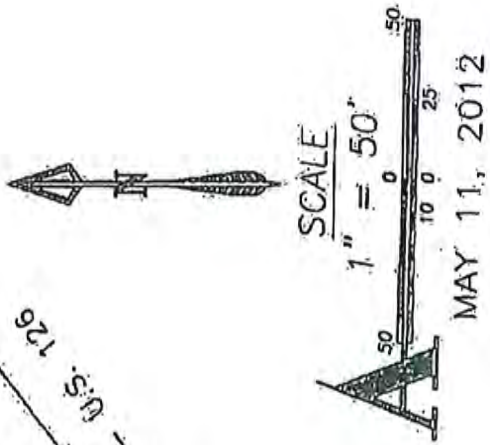
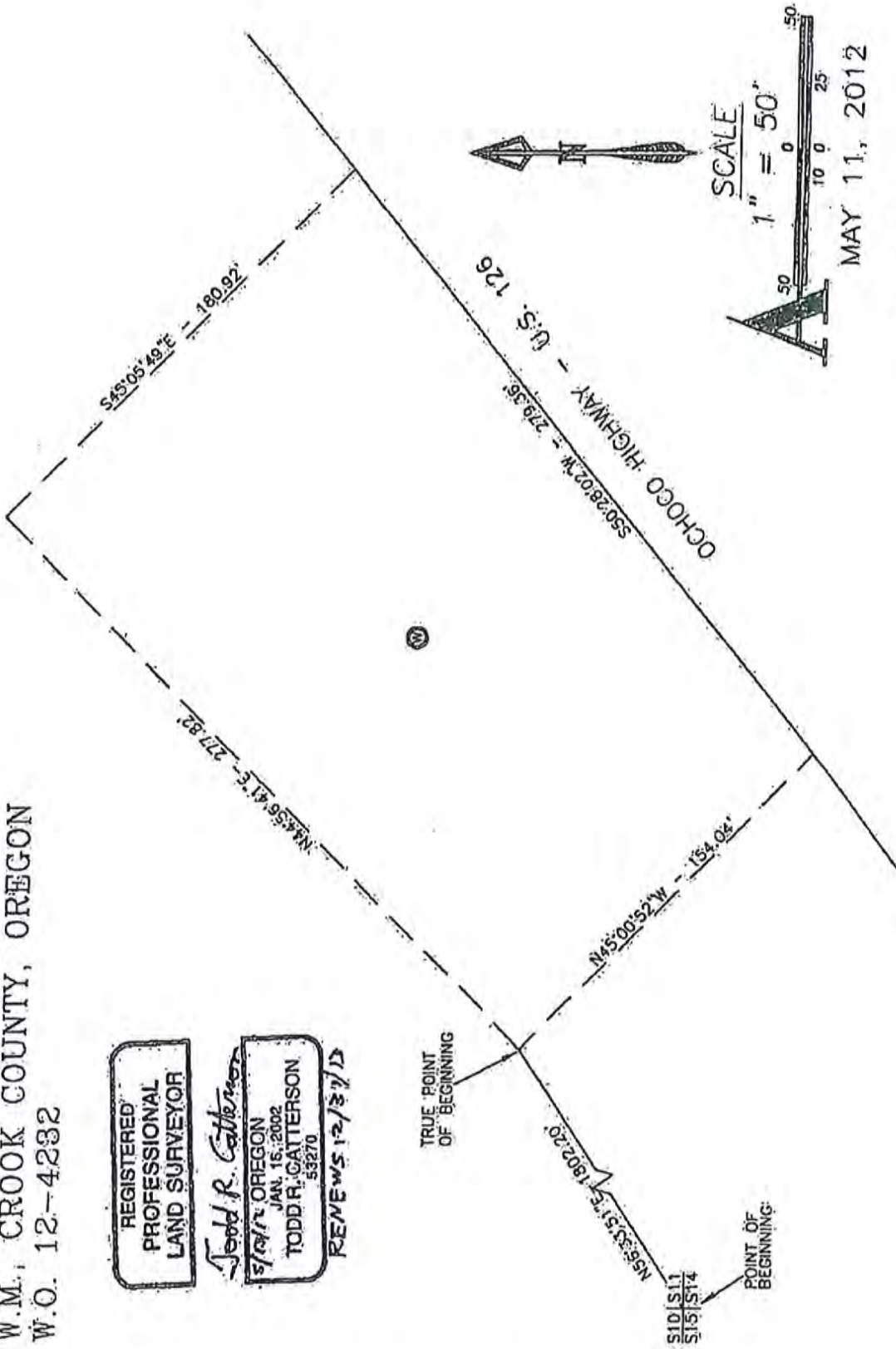


Exhibit B  
 Page 2 of 2

After Recording Return To:  
Dutli & Borneman, LLP  
545 NE Seventh Street  
Prineville, OR 97754

Grantor's Address:  
300 NE Third Street  
Prineville, OR 97754

Grantee's Address:  
387 NE Third Street  
Prineville, OR 97754

Crook County Official Records **2012-250762**  
DEED-MODIFY **02/14/12 01:56 PM**  
Total Fees: **\$59.00**  
\$15.00 \$11.00 \$16.00 \$2.00 \$5.00 \$10.00



I, Daanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

*Daanna Berman*



## MODIFICATION OF EASEMENT ENTERED FEB 15 2012

THIS MODIFICATION of Easement is entered into this 1<sup>ST</sup> day of February, 2012, by and between **Crook County**, a political subdivision of the State of Oregon (hereafter "Grantor") and the **City of Prineville**, an Oregon municipal corporation (hereafter "Grantee").

### RECITALS:

- A. Grantor and Grantee entered into an Easement recorded November 4, 2011, as MF No. 2011-103 Commissioner's Journal Records of the Crook County, Oregon (hereafter the "Easement").
- B. Under the terms of the Easement, Grantor granted Grantee a public utility and road access easement (hereafter "Access Easement") and easement for water storage tanks and appurtenant uses (hereafter "Storage Tank Easement") on Grantor's property described in the Easement.
- C. The parties desire to amend the Easement to expand the size of the Storage Tank Easement, widen the Access Easement, and allow other public utilities use of the Storage Tank Easement area.

FOR GOOD AND valuable consideration, the receipt of which is hereby acknowledged by Grantor, the parties agree as follows:

- 1. The Easement is amended in the following respects:
  - a. In addition to the uses granted in the Easement, Grantor grants to Grantee the right to authorize other providers of public utilities to use the Storage Tank Easement for the placement, replacement, maintenance, repair, and operation of public utilities.
  - b. The Storage Tank Easement is increased in size from approximately 1.15 acres to approximately 1.25 acres. The width of the Access Easement is increased in size from 60 feet to 80 feet.
  - c. The legal descriptions of the Storage Tank Easement and the Access Easement are described on Exhibit A attached hereto and by this reference made a part hereof.
- 2. In all other respects, the Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed effective the date first written above.

59.00  
372



# Armstrong Surveying & Engineering, Inc.

267 NE Second Street, STE 100 - Prineville, Oregon 97754-(541) 447-7791 - fax (541) 416-1602

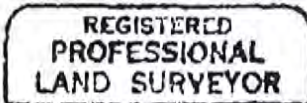
WATER STORAGE TANK, PUBLIC UTILITY AND ROAD ACCESS EASEMENT LOCATED IN THE SE1/4 OF SECTION 1 AND IN THE NE1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 15 EAST, W.M., CROOK COUNTY, OREGON  
W.O. 11-4132 REVISED

## LEGAL DESCRIPTION

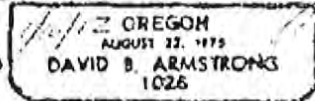
An easement for water storage tank and appurtenant uses located in the Southeast one-quarter (SE1/4) of Section 1, Township 15 South, Range 15 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the South one-quarter corner of said Section 1, thence North 00°01'36" East along the west line of said SE1/4 a distance of 248.13 feet to the TRUE POINT OF BEGINNING of this legal description. Thence continuing along said west line North 00°01'36" East a distance of 220.93 feet, more or less, to the southerly line of that public utility easement conveyed to the City of Prineville in Deeds MF 138446, Records of Crook County, Oregon; thence North 64°54'29" East along said southerly line a distance of 155.82 feet; thence North 64°55'59" East along said southerly line a distance of 116.26 feet; thence South 00°01'36" West a distance of 221.00 feet; thence South 64°55'59" West a distance of 272.05 feet to the TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH a non-exclusive easement for public utility and road access purposes variable in width located in the Southeast one-quarter (SE1/4) of Section 1 and in the Northeast one-quarter (NE1/4) of Section 12, Township 15 South, Range 15 East, W.M., Crook County, Oregon, and being appurtenant to the previously described water storage tank easement, more particularly described as follows: Beginning at the South one-quarter corner of said Section 1, thence South 89°21'05" East along the south line of said Section 1 a distance of 30.00 feet to a point on the east right of way line of Baldwin Road, being the TRUE POINT OF BEGINNING of this legal description. Thence North 00°29'58" East along said east right of way line a distance of 3.37 feet; thence North 12°00'28" West along said east right of way line a distance of 144.01 feet to the west line of said SE1/4; thence North 00°01'36" East along said line a distance of 104.24 feet to the southwest corner of said water storage tank easement; thence North 64°55'59" East along the southerly line of said storage tank easement a distance of 88.34 feet; thence South 00°01'36" West a distance of 286.46 feet to the south line of said SE1/4; thence North 89°21'05" along said south line a distance of 20.01 feet; thence South 00°29'58" West a distance of 859.84 feet; thence North 89°30'02" West a distance of 30.00 feet to the east right of way line of said Baldwin road; thence North 00°29'58" East along said line a distance of 859.92 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO all other existing easements and rights of way.



*David B. Armstrong*



4132cop

*Revised 12/11/12*

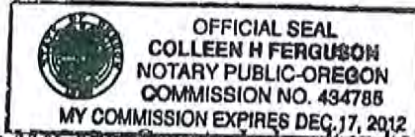
**Crook County**

By: Mike McCabe  
Mike McCabe, County Judge 2-1-2012

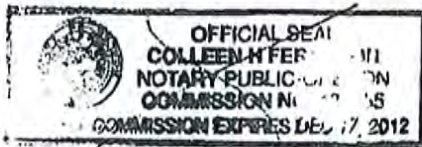
By: Ken Fahlgren 2-1-2012  
Ken Fahlgren, Commissioner

By: Seth Crawford 2-1-2012  
Seth Crawford, Commissioner

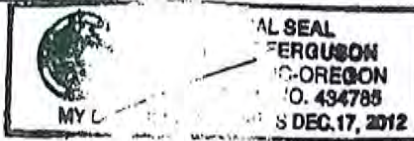
STATE OF OREGON )  
 )ss.  
County of Crook )



Personally appeared the above-named Mike McCabe, County Judge, Ken Fahlgren, Commissioner, and Seth Crawford, Commissioner, for Crook County and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of Crook County this 1<sup>st</sup> day of February, 2012.



Colleen H. Ferguson  
Notary Public for Oregon  
My Commission Expires: 12-17-2012  
Comm. # 434785



**City of Prineville**

By: Steve Forrester  
Steve Forrester, City Manager

By: Betty J. Roppe  
Betty J. Roppe, Mayor

STATE OF OREGON )  
 )ss.  
County of Crook )

Personally appeared the above-named Steve Forrester, City Manager, and Betty J. Roppe, Mayor, for the City of Prineville and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of the City this 8<sup>th</sup> day of February, 2012.



Lisa K. Morgan  
Notary Public for Oregon  
My Commission Expires: 9-11-2012



After Recording Return To:  
Dutli & Borneman, LLP  
545 NE Seventh Street  
Prineville, OR 97754



STATE OF OREGON } ss 2011-103  
COUNTY OF CROOK

I CERTIFY THAT THE WITHIN INSTRUMENT WAS  
RECEIVED FOR RECORD ON THE 4th DAY OF  
November 20 11 AT 11:50 AM  
AND RECORDED IN CIRNT

RECORDS OF SAID COUNTY MF NO. 2011-103  
DEANNA E. BERMAN, CROOK COUNTY CLERK  
BY Debbie Thomsett DEPUTY W/C

ENTERED NOV 07 2011

## EASEMENT

FOR GOOD AND valuable consideration, receipt of which is hereby acknowledged, **Crook County**, a political subdivision of the State of Oregon, as Grantor, conveys to the **City of Prineville**, an Oregon municipal corporation, as Grantee, the following easements:

- A. A perpetual, exclusive easement for water storage tanks and appurtenant uses on Grantor's real property described in the first paragraph of Exhibit A attached hereto and by this reference made a part hereof (hereafter the "Storage Tank Easement"); and
- B. A perpetual nonexclusive easement for public utility and road access purposes on Grantor's real property described in the second paragraph of Exhibit A for access to the Storage Tank Easement (hereafter the "Access Easement").

The terms of this Easement are as follows:

1. Grantee, its agents, independent contractors, representatives, and employees shall use the Storage Tank Easement for the placement, replacement, maintenance, repair, and operation of water storage tanks and appurtenances including, but not limited to pumps, electrical lines and connections, plumbing lines and connections, well houses, and other appurtenances necessary or convenient for Grantee's use in the storage and distribution of water as part of Grantee's municipal water system.
2. Grantee, its agents, independent contractors, representatives, and employees shall use the Access Easement for the placement of public utilities, for access to the Storage Tank Easement and for access to the easement strip described on the Declaration of Easement executed by Crook County, a political subdivision of the State of Oregon on January 14, 1998, in Crook County Deed Records as MF No. 138446.
3. Grantee agrees to indemnify and defend Grantor from any loss, claim, or liability to Grantor arising in any manner out of Grantee's use of the easement areas, or either of them. Grantee assumes all risk arising out of its use of the easement areas, and each of them, and Grantor shall have no liability to Grantee or others for any condition existing thereon.
4. Grantee shall have the right to place fences or barriers around or on the Storage Tank Easement area and otherwise take appropriate steps to protect Grantee's water tanks or other items located thereon.

5. This Easement shall be perpetual. However, upon Grantee's determination that it no longer needs the easement areas, or either of them, Grantee shall execute such documents requested by Grantor to release the easement area or areas not needed by Grantee.

6. The Access Easement is appurtenant to the Storage Tank Easement area.

7. Grantor makes no representations as to the condition of the easement areas or their utility for Grantee's intended purposes. Grantee takes the easement areas in as-is condition.

IN WITNESS WHEREOF, the parties have executed this Easement effective the 2<sup>ND</sup> day of November, 2011.

**Crook County**

By: Mike McCabe  
Mike McCabe, County Judge

By: Ken Fahlgren  
Ken Fahlgren, Commissioner  
By: Seth Crawford  
Seth Crawford, Commissioner

STATE OF OREGON, County of Crook )ss.

Personally appeared the above-named **Mike McCabe, County Judge, Ken Fahlgren, Commissioner, and Seth Crawford, Commissioner**, for Crook County and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of Crook County this 2<sup>ND</sup> day of November, 2011.



Colleen H. Ferguson  
Notary Public for Oregon  
My Commission Expires: 12-17-2012  
Comm # 434785

**City of Prineville**

By: Steve Forrester  
Steve Forrester, City Manager

By: Betty J. Roppe, Mayor  
Betty J. Roppe, Mayor

STATE OF OREGON, County of Crook )ss.

Personally appeared the above-named **Steve Forrester, City Manager, and Betty J. Roppe, Mayor**, for the City of Prineville and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of the City this 1<sup>ST</sup> day of November, 2011.



Lisa Morgan  
Notary Public for Oregon  
My Commission Expires: 9-11-2012

G:\WP6\CHRIS COPEASEMENT\County\Easement-Oct2011.doc



## Armstrong Surveying & Engineering, Inc.

267 NE Second Street, STE 100 - Prineville, Oregon 97754-(541) 447-7791 - fax: (541) 416-1602

WATER STORAGE TANK, PUBLIC UTILITY AND ROAD ACCESS EASEMENT LOCATED IN THE SE1/4 OF SECTION 1 AND IN THE NE1/4 OF SECTION 12, TOWNSHIP 15 SOUTH, RANGE 15 EAST, W.M., CROOK COUNTY, OREGON  
W.O. 11-4132

### LEGAL DESCRIPTION

An easement for water storage tank and appurtenant uses located in the Southeast one-quarter (SE1/4) of Section 1, Township 15 South, Range 15 East, W.M., Crook County, Oregon, more particularly described as follows: Beginning at the South one-quarter corner of said Section 1, thence North 00°01'36" East along the west line of said SE1/4 a distance of 248.13 feet to the TRUE POINT OF BEGINNING of this legal description. Thence continuing along said west line North 00°01'36" East a distance of 220.93 feet, more or less, to the southerly line of that public utility easement conveyed to the City of Prineville in Decds MF 138446, Records of Crook County, Oregon; thence North 64°54'29" East along said southerly line a distance of 155.82 feet; thence North 64°55'59" East along said southerly line a distance of 94.18 feet; thence South 00°01'36" West a distance of 221.00 feet; thence South 64°55'59" West a distance of 249.97 feet to the TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH a non-exclusive easement for public utility and road access purposes variable in width located in the Southeast one-quarter (SE1/4) of Section 1 and in the Northeast one-quarter (NE1/4) of Section 12, Township 15 South, Range 15 East, W.M., Crook County, Oregon, and being appurtenant to the previously described water storage tank easement, more particularly described as follows: Beginning at the South one-quarter corner of said Section 1, thence South 89°21'05" East along the south line of said Section 1 a distance of 30.00 feet to a point on the east right of way line of Baldwin Road, being the TRUE POINT OF BEGINNING of this legal description. Thence North 12°00'28" West along said east right of way line a distance of 143.88 feet to the west line of said SE1/4; thence North 00°01'36" East along said line a distance of 107.74 feet to the southwest corner of said water storage tank easement; thence North 64°55'59" East along the southerly line of said storage tank easement a distance of 66.25 feet; thence South 00°01'36" West a distance of 276.88 feet to the south line of said SE1/4; thence South 00°29'58" West a distance of 859.84 feet; thence North 89°30'02" West a distance of 30.00 feet to the east right of way line of said Baldwin road; thence North 00°29'58" East along said line a distance of 859.92 feet to the TRUE POINT OF BEGINNING.

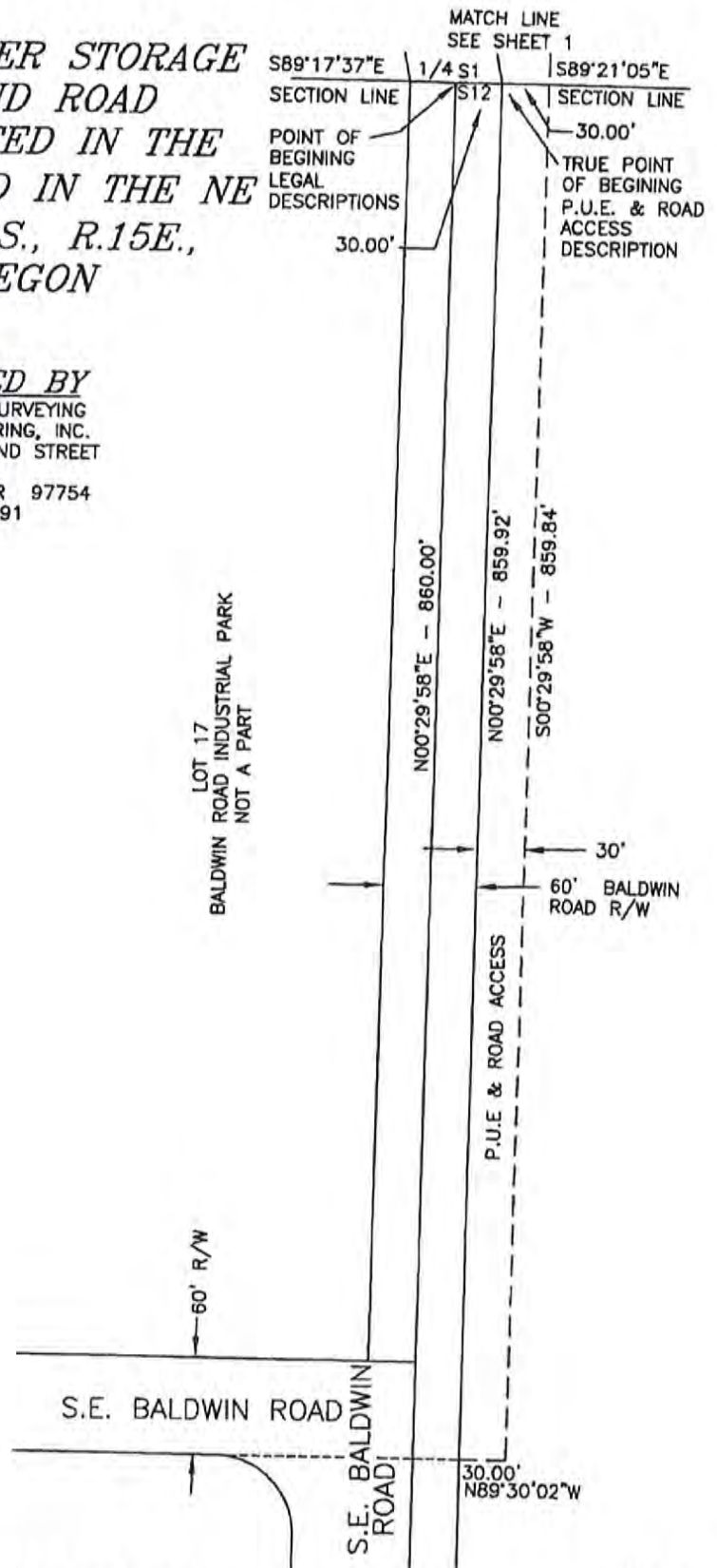
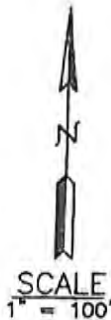
SUBJECT TO all other existing easements and rights of way.

4132cop

**EXHIBIT MAP FOR A WATER STORAGE TANK, PUBLIC UTILITY AND ROAD ACCESS EASEMENT LOCATED IN THE SE1/4 OF SECTION 1 AND IN THE NE 1/4 OF SECTION 12, T.15S., R.15E., W.M., CROOK COUNTY, OREGON W.O. 11-4132**

PREPARED FOR  
 CITY OF PRINEVILLE  
 387 NE THIRD STREET  
 PRINEVILLE, OR 97754  
 (541) 447-5627  
 CROOK COUNTY  
 300 NE THIRD STREET  
 PRINEVILLE, OR 97754  
 (541) 447-6555

PREPARED BY  
 ARMSTRONG SURVEYING  
 & ENGINEERING, INC.  
 267 NE SECOND STREET  
 SUITE 100  
 PRINEVILLE, OR 97754  
 (541) 447-7791



SHEET 2 OF 2  
 DRG. NO. 08-3843  
 W.O. 11-4132



**EXHIBIT MAP FOR A WATER STORAGE TANK, PUBLIC UTILITY AND ROAD ACCESS EASEMENT LOCATED IN THE SE1/4 OF SECTION 1 AND IN THE NE 1/4 OF SECTION 12, T.15S., R.15E., W.M., CROOK COUNTY, OREGON W.O. 11-4132**

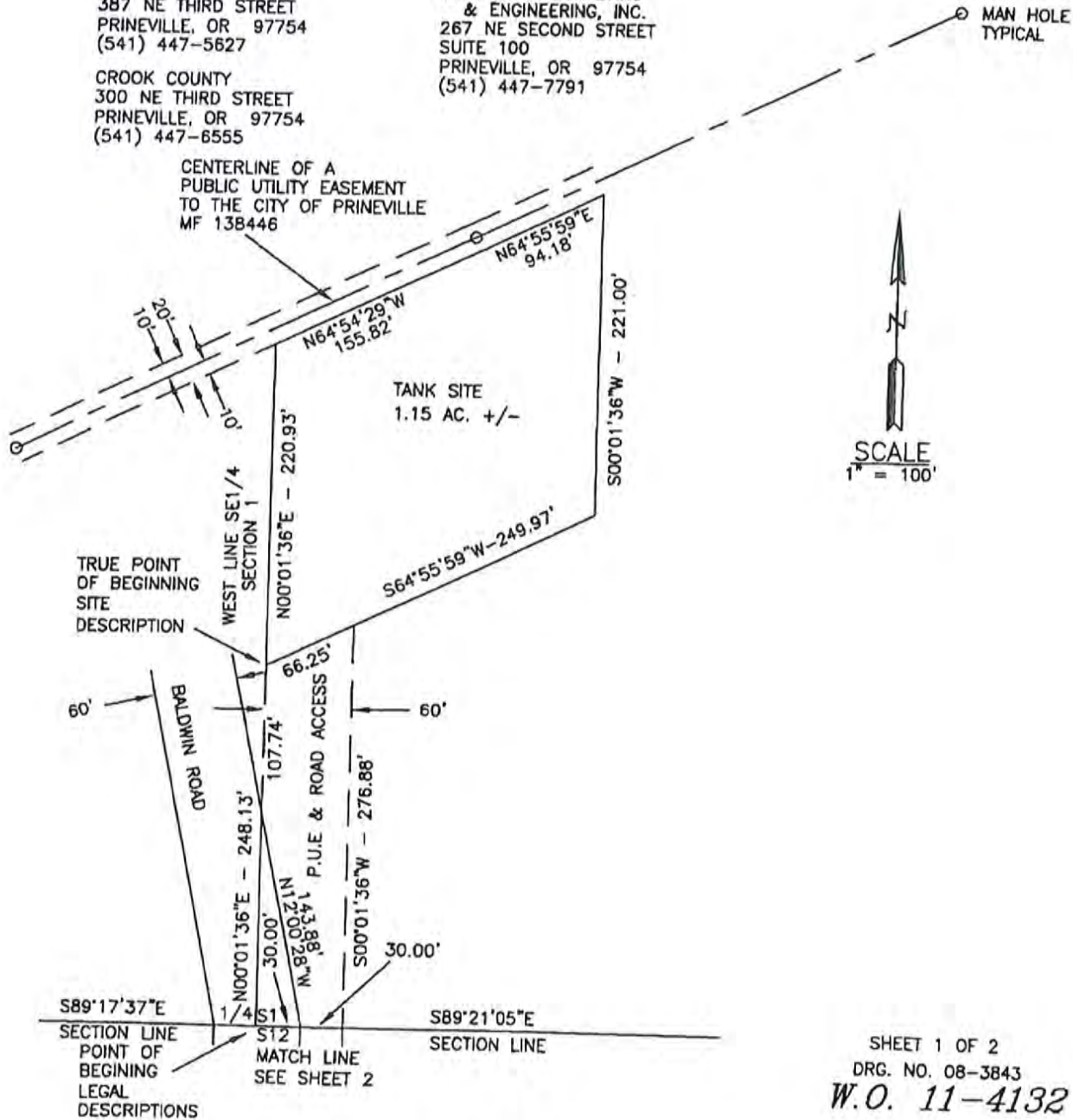
**PREPARED FOR**

CITY OF PRINEVILLE  
387 NE THIRD STREET  
PRINEVILLE, OR 97754  
(541) 447-5627

CROOK COUNTY  
300 NE THIRD STREET  
PRINEVILLE, OR 97754  
(541) 447-6555

**PREPARED BY**

ARMSTRONG SURVEYING  
& ENGINEERING, INC.  
267 NE SECOND STREET  
SUITE 100  
PRINEVILLE, OR 97754  
(541) 447-7791



SHEET 1 OF 2  
DRG. NO. 08-3843  
W.O. 11-4132

Return to: Pacific Power  
1655 NW Mill St  
Madras, OR 97741

Crook County Official Records 2014-264635  
DEED-ESMT 08/29/14 10:44 AM  
Total Fees: \$64.00  
\$15.00 \$11.00 \$21.00 \$2.00 \$5.00 \$10.00



I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

*Deanna Berman*



CC#: 11231 WO#: 5796098

ENTERED SEP 0 2 2014

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, *Crook County* ("Grantor"), hereby grants to PacificCorp, an Oregon corporation, its successors and assigns ("Grantee"), a perpetual easement for a right of way *10(ten)* feet in width and *130(one hundred thirty)* feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, vaults on, across, or under the surface of the real property of Grantor in *Crook County*, State of *Oregon*, as more particularly described as follows and/or shown on Exhibit(s) *A* attached hereto and by this reference made a part hereof:

A portion of:

***PARTITION PLAT NO. 2011-08 PARTITION PLAT OF A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2002-06 LOCATED IN PORTIONS OF SECTIONS 1, 2, 3, 10, 11, 12 AND 13, TOWNSHIP 15 SOUTH, RANGE 15 EAST, W.M., CROOK COUNTY, OREGON LP-11-4132***

Assessor's Map No.: *15S 15E 11*

Parcel No.: *300*

Together with the right of ingress and egress for Grantee, its contractors, or agents, to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for other purposes not inconsistent, as determined by the Grantee, with the purposes for which this easement has been granted.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Each party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.



The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

Dated this 22 day of July, 2014.

X McCr...

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of Oregon )  
County of Crook ) SS.

This instrument was acknowledged before me on this 22 day of July, 2014,

by Mike McCabe, as County Judge,  
Name of representative Title of representative

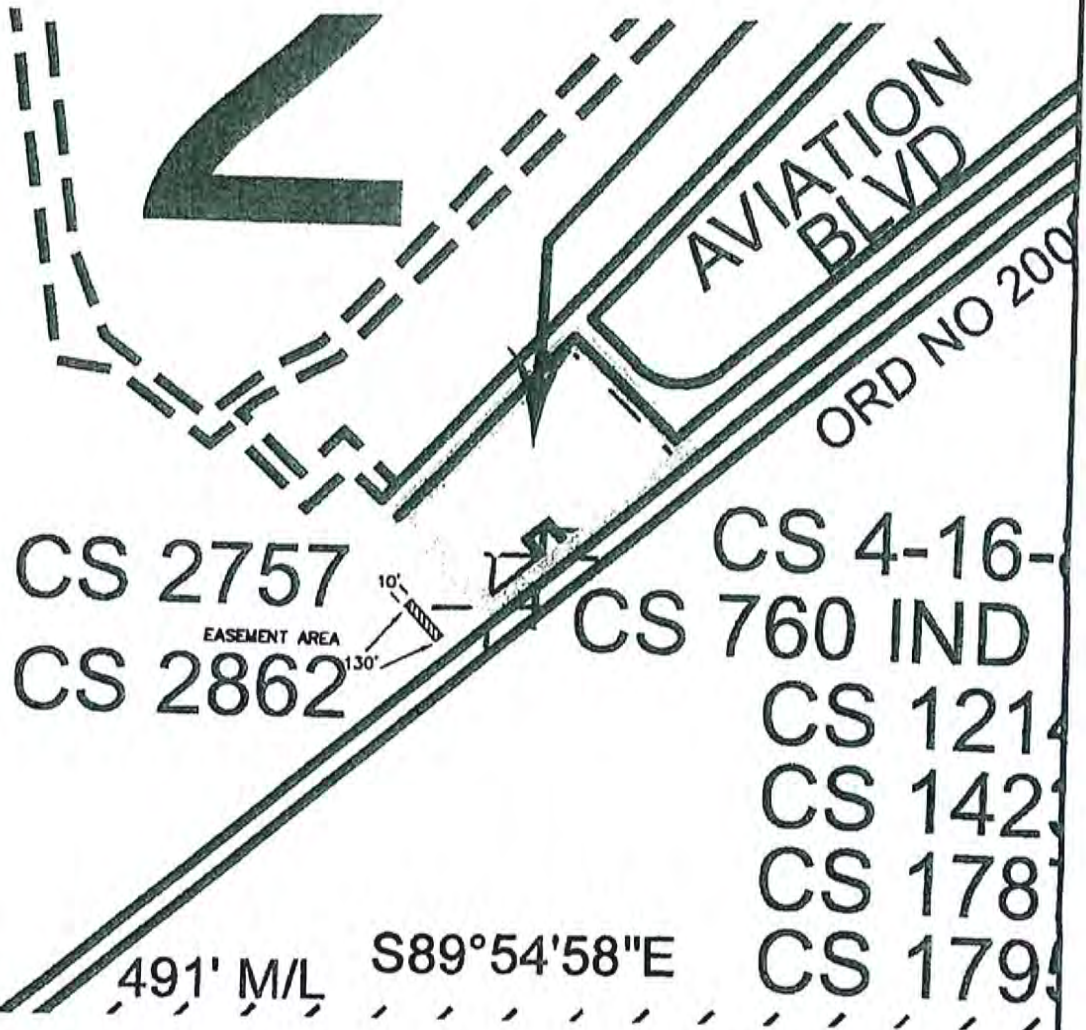
of Crook County Oregon.  
Name of entity being represented



Colleen H. Ferguson  
Notary Public  
My commission expires: 11-6-2016  
Comm # 473209

# PROPERTY DESCRIPTION

SECTION: 11 TOWNSHIP: 15.S., RANGE: 15.E. WILLAMETTE MERIDIAN  
 CROOK COUNTY, OREGON PARCEL NUMBER: 0300



CS 2757  
 EASEMENT AREA  
 CS 2862

CS 4-16-  
 CS 760 IND  
 CS 1214  
 CS 1423  
 CS 1787  
 CS 1795

2

491' M/L S89°54'58"E

COST CENTER 11231 WO# 5796098

LANDOWNER NAME: CROOK COUNTY

DRAWN BY: D. SHELTON

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE.

**EXHIBIT A**

**PACIFICORP**  
 EXHIBIT B. iv

SCALE = NONE

EXHIBIT A  
 PAGE 23



Return to: Pacific Power  
1655 NW Mill St  
Madras, OR 97741

Crook County Official Records 2014-264636  
DEED-ESMT 08/29/14 10:44 AM  
Total Fees: \$64.00  
\$15.00 \$11.00 \$21.00 \$2.00 \$5.00 \$10.00



01091283201402846360030036

I, Deanna Berman, County Clerk for Crook County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

*Deanna Berman*



CC#: 11231 WO#: 5796098

ENTERED SEP 02 2014

**RIGHT OF WAY EASEMENT**

For value received, *Crook County* ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, ("Grantee"), a perpetual easement for a right of way *10(ten)* feet in width and *365(three hundred sixty five)* feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, across or under the surface of the real property of Grantor in *Crook County, State of Oregon*, more particularly described as follows and/or shown on Exhibit(s) *A* attached hereto and by this reference made a part hereof:

A portion of:

***PARTITION PLAT NO. 2011-08 PARTITION PLAT OF A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2002-06 LOCATED IN PORTIONS OF SECTIONS 1, 2, 3, 10, 11, 12 AND 13, TOWNSHIP 15 SOUTH, RANGE 15 EAST, W.M., CROOK COUNTY, OREGON LP-11-4132***

Assessor's Map No. 15S 15E 11 Parcel No. 300

Together with the right of ingress and egress, for Grantee, its contractors, or agents, to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place, use or permit any equipment, material or vegetation of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for other purposes not inconsistent, as defined by the Grantee, with the purposes for which this easement has been granted.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Each party further waives any right to consolidate, or to request the consolidation of, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

Dated this 22 day of July, 2014.

X Mike McCabe

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of Oregon }  
County of Crook } SS.

This instrument was acknowledged before me on this 22 day of July, 2014,

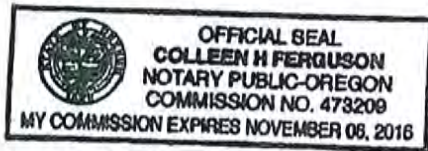
by Mike McCabe, as County Judge,  
Name of Representative Title of Representative

of Crook County Oregon  
Name of Entity on behalf of whom this instrument was executed

Colleen H. Ferguson  
Notary Public

My commission expires: 11-6-2016

Comm # 473209





# PROPERTY DESCRIPTION

SECTION: II TOWNSHIP: 15.S., RANGE: 15.E. WILLAMETTE MERIDIAN  
 CROOK COUNTY, OREGON PARCEL NUMBER: 0300



2

COST CENTER 11231 WO# 5796098	THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE.
LANDOWNER NAME: CROOK COUNTY	
DRAWN BY: D. SHELTON	
<b>EXHIBIT A</b>	<b>PACIFICORP</b> EXHIBIT B. v SCALE = NONE EXHIBIT A PAGE 26