

**RESOLUTION NO. 1426
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO AGREEMENT FOR
TEMPORARY EASEMENT**

Whereas, the City of Prineville (“City”) and Crook County entered into an Agreement for Temporary Easement on or about January 8, 2020, recorded in the official records of Crook County, Oregon, as document number 2020-297627 (“Easement”).

Whereas, the City wishes to drill three (3) additional test wells on the County’s Property indicated on the Easement to determine if one of the three test wells have the potential to serve as a municipal production well and wishes to gain access to County’s Property in order to facilitate the same.

Whereas, The City wishes to abandon the Test Wells identified as Millican 2 and Millican 3; and the Well identified as Millican 4 was never drilled.

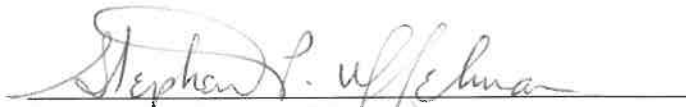
Whereas, County is willing to allow access to City to drill three (3) test wells on County’s Property and, if City desires, grant City a perpetual, exclusive easement to use the portion of the property for municipal production well purposes.

Whereas, City staff and County have negotiated a First Amendment to Agreement for Temporary Easement (“Agreement”); and

Whereas, City staff believes it is in the best interest of the City to approve and execute this Agreement.

NOW, THEREFORE, the City of Prineville resolves that the Agreement between the City and County attached hereto is approved and the Mayor and City Manager are authorized and directed to sign the Agreement.

Approved by the City Council this 10th day of March, 2020.



Stephen P. Uffelman, Mayor

ATTEST:



Lisa Morgan, City Recorder

After Recording Return to:
Jered Reid
545 Seventh Street
Prineville, OR 97754

FIRST AMENDMENT TO AGREEMENT FOR TEMPORARY EASEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR TEMPORARY EASEMENT (“Amendment”) is entered into as of the date last written below, by and between **Crook County**, a political subdivision of the State of Oregon, of 300 NE Third Street, Prineville, Oregon 97754 (hereafter “County”) and the **City of Prineville**, an Oregon municipal corporation, of 387 NE Third Street, Prineville, Oregon 97754, its successors and assigns, (hereafter “City” or “Grantee”). County and City shall collectively be referred to as the “Parties” and individually as a “Party.”

RECITALS:

- A. The Parties entered into an Agreement for Temporary Easement on or about January 8, 2020, recorded in the official records of Crook County, Oregon, as document number 2020-297627 (“Easement”).
- B. The City wishes to drill three (3) additional test wells on the Property indicated on the Easement to determine if one of the three test wells have the potential to serve as a municipal production well and wishes to gain access to Property in order to facilitate the same.
- C. The City wishes to abandon the Test Wells identified as Millican 2 and Millican 3.
- D. The Test Well identified as Millican 4 was never drilled by City.
- E. County is willing to allow access to City to drill three (3) test wells on Property and, if City desires, grant City a perpetual, exclusive easement to use the portion of the property for municipal production well purposes.
- F. The Parties desire to amend the Temporary Easement.

NOW, THEREFORE, City and County, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, consent, and agree to amend the Easement as follows:

1. County grants to City, including its employees, agents, invitees, and contractors, access to the Property for the purposes of drilling a test well, pump testing the well for water quantity, and testing the water produced from the well for quality. City, their employees, agents,

invitees, and contractors have authority to dig a 20-foot by 20-foot by 4-foot-deep area around the test wells to support the drilling and testing operations described above.

2. The Wells shall be identified as Millican 5, Millican 6, and Millican 7, the locations of which are identified on Exhibit 1, attached hereto and incorporated herewith.

3. City shall have 550 days, i.e. more or less 1.5 years, after the date of this Amendment (“Test Period”) to complete the drilling and testing operations of the test wells and to determine if City will develop a test well into a permanent municipal production well.

4. If City determines it will not use any test well as a municipal well, any disturbance to the Property caused by City and/or its employees, agents, invitees, and contractors shall be returned to essentially its original condition at City’s expense. This will include abandoning the test well in accordance with Oregon state rules and regulations.

5. If City desires to use any test well as a permanent municipal well, the following shall apply:

a. City shall give notice to County within the Test Period that City intends to use the well as a permanent municipal well.

b. County shall provide City a permanent easement to the City to allow City to access the property for municipal well purposes, which shall include, but is not 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. The form of the permanent easement will be substantially similar to the template referenced in Easement Exhibit 2.

c. Upon execution of the Easement, City shall pay to County the sum of \$32,000.00 per acre of the Easement.

6. The Easement provided to Millican 4 is hereby revoked.

7. This Amendment shall be binding on the successors and assigns of the parties.

8. Except as specifically amended hereby, all terms and conditions of the Easement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Easement, the terms and conditions of this Amendment shall control.

9. This Amendment may be executed in multiple counterparts, each of which will be considered to be an original.

[Signature Page to Follow]

Crook County

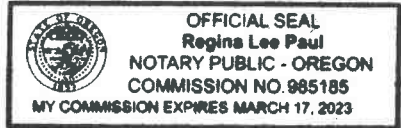
By: Not Available
Seth Crawford, County Judge

By: Brian Barney
Brian Barney, County Commissioner

By: Jerry Brummer
Jerry Brummer, County Commissioner

STATE OF OREGON)
) ss.
County of Crook)

Personally appeared the above-named ~~Seth Crawford, County Judge~~; ~~Brian Barney, County Commissioner~~; and ~~Jerry Brummer, County Commissioner~~; for Crook County, and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of Crook County, Oregon, on this 4th day of March, 2020.



Regina Paul
Notary Public for Oregon

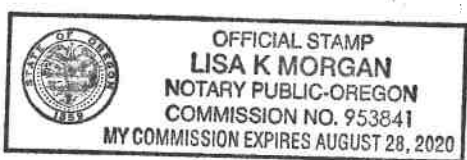
City of Prineville

By: Steve Forrester
Steve Forrester, City Manager

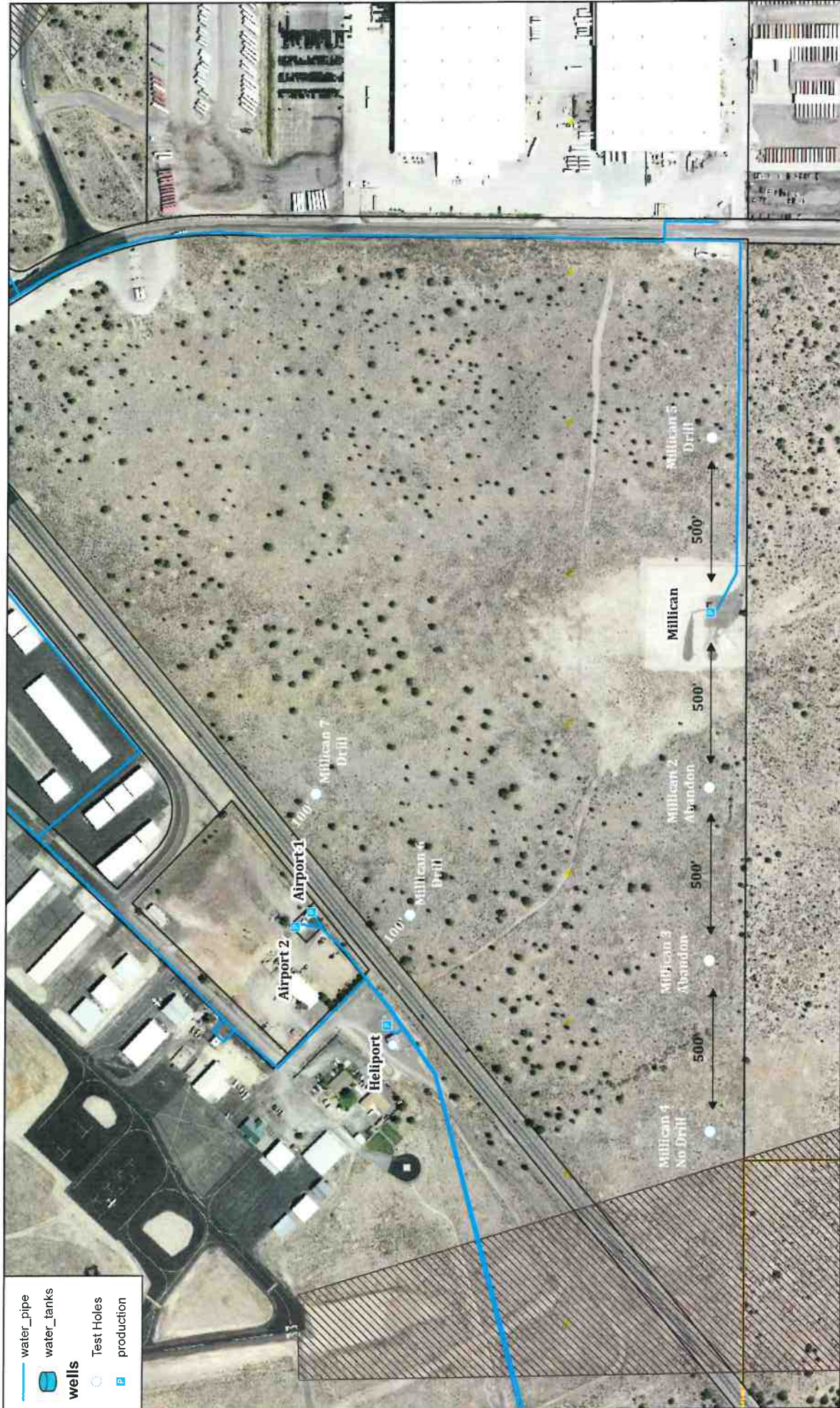
By: Stephen P. Uffelmann
Stephen P. Uffelmann, Mayor

STATE OF OREGON)
) ss.
County of Crook)

Personally appeared the above-named **Steve Forrester, City Manager**, and **Stephen P. Uffelmann, Mayor**, for the City of Prineville and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of the City this 11th day of March, 2020.



Lisa K Morgan
Notary Public for Oregon
My Commission Expires: 8-28-2020



Test Wells Exhibit "1"

- water_pipe
- water_tanks
- wells**
- Test Holes
- production

DATE: 10/20/2015
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]
 SHEET: [Name]
 SCALE: [Name]
 [Additional project details]