

**RESOLUTION NO. 1437  
CITY OF PRINEVILLE, OREGON**

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

**Whereas**, the City of Prineville (“City”) and Crook County (“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 and County entered into a First Amendment to Agreement for Temporary Easement on or about March 11, 2020, recorded in the official records of Crook County, Oregon, as document number 2020-298894 (“Amendment”).

**Whereas**, The City wishes to drill one (1) additional test well on the Property indicated on the Easement to determine if the test well has the potential to serve as a municipal production well and wishes to gain access to Property in order to facilitate the same.

**Whereas**, The City wishes to abandon the Test Well identified as Millican 6.

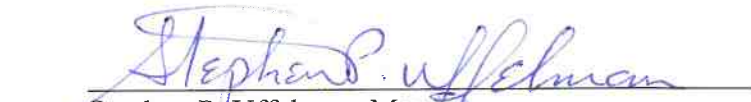
**Whereas**, County is willing to allow access to City to drill one (1) additional test well on County’s Property and, if City desires, grant City a perpetual, exclusive easement to use the portion of the property for municipal production well purposes.

**Whereas**, City staff and County have negotiated a Second 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 28<sup>th</sup> day of April, 2020.

  
\_\_\_\_\_  
Stephen P. Uffelman, Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa Morgan, City Recorder

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

## **SECOND AMENDMENT TO AGREEMENT FOR TEMPORARY EASEMENT**

THIS SECOND AMENDMENT TO AGREEMENT FOR TEMPORARY EASEMENT (“Second 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, Room 10, 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 Parties entered into a First Amendment to Agreement for Temporary Easement on or about March 11, 2020, recorded in the official records of Crook County, Oregon, as document number 2020-298894 (“Amendment”).
- B. The City wishes to drill one (1) additional test well on the Property indicated on the Easement to determine if the test well has 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 Well identified as Millican 6.
- D. County is willing to allow access to City to drill one (1) additional test well on Property and, if City desires, grant City a perpetual, exclusive easement to use the portion of the property for municipal production well purposes.
- E. 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 well to support the drilling and testing operations described above.

2. The additional Well shall be identified as Millican 8, the location of which is 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 Second Amendment (“Test Period”) to complete the drilling and testing operations of the test well 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 the 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 Easements provided to Millican, Millican 3, and Millican 6 are hereby revoked.

7. This Second 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 and Amendment shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Easement and Amendment, the terms and conditions of this Second Amendment shall control.

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

**Crook County**

By: \_\_\_\_\_  
Seth Crawford, County Judge

By: \_\_\_\_\_  
Brian Barney, Commissioner

By: \_\_\_\_\_  
Jerry Brummer, Commissioner

STATE OF OREGON        )  
  ) ss.  
County of Crook         )

Personally appeared the above-named **Seth Crawford, County Judge, Brian Barney, Commissioner, and Jerry Brummer, Commissioner**, for Crook County and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of Crook County this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**City of Prineville**

By: \_\_\_\_\_  
Steve Forrester, City Manager

By: \_\_\_\_\_  
Stephen P. Uffelman, Mayor

STATE OF OREGON        )  
  ) ss.  
County of Crook         )

Personally appeared the above-named **Steve Forrester, City Manager, and Stephen P. Uffelman, Mayor**, for the City of Prineville and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of the City this 28<sup>th</sup> day of April, 2020.



\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 8-28-2020



Millican 8  
Test Hole

600ft

Millican 7  
Keep

Airport 1

Airport 2

Heliport

Millican 6  
Abandon

Millican 5  
Keep

Millican 2  
Abandon

Millican 3  
Abandon

Millican 4  
No Drill

500'

500'

500'

500'

Millican

P