

**RESOLUTION NO. 1508
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A THIRD 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 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 (“First Amendment”).

Whereas, the City and County entered into a Second Amendment to Agreement for Temporary Easement on or about May 6, 2020, recorded in the official records of Crook County, Oregon, as document number 2020-299832 (“Second Amendment”).

Whereas, pursuant to the Second Amendment, the City was to have until November 7, 2021 to complete the drilling and testing operations of the test well and to determine if City would develop a test well into a permanent municipal production well, hereinafter “Test Period.”

Whereas, City desires to extend the Test Period by one year, i.e., November 7, 2022, for the Wells identified as Millican 7 and Millican 8.

Whereas, City wishes to abandon the Test Well identified as Millican 5.

Whereas, City wishes to drill three (3) additional test wells on the County’s Property identified in the Easement beginning at the NW Corner of the Property and extending East 300 feet; thence South 2,000 feet; thence West 300 feet; thence 2,000 feet North. These three (3) additional wells shall be identified as Millican 9, Millican 10, and Millican 11.

Whereas, County is willing to allow access to City to drill three (3) additional 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.

Whereas, City staff and County have negotiated a Third Amendment to Agreement for Temporary Easement (“Agreement”) attached to this Resolution hereto and incorporated herein; 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 12th day of October, 2021.



Rodney J. Beebe, Mayor

ATTEST:



Lisa Morgan, City Recorder

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

**THIRD AMENDMENT TO
AGREEMENT FOR TEMPORARY EASEMENT**

THIS THIRD AMENDMENT TO AGREEMENT FOR TEMPORARY EASEMENT (“Third 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”).
- C. The Parties entered into a Second Amendment to Agreement for Temporary Easement on or about May 6, 2020, recorded in the official records of Crook County, Oregon, as document number 2020-299832 (“Second Amendment”).
- D. Pursuant to the Second Amendment, the City was to have until November 7, 2021 to complete the drilling and testing operations of the test well and to determine if City would develop a test well into a permanent municipal production well, hereinafter “Test Period.”
- E. City desires to extend the Test Period by one year, i.e., November 7, 2022, for the Wells identified as Millican 7 and Millican 8.
- F. The City wishes to abandon the Test Well identified as Millican 5.
- G. The City wishes to drill three (3) additional test wells on the County’s Property identified in the Easement beginning at the NW Corner of the Property and extending East 300 feet; thence South 2,000 feet; thence West 300 feet; thence 2,000 feet North. These three (3) additional wells shall be identified as Millican 9, Millican 10, and Millican 11.

H. County is willing to allow access to City to drill three (3) additional 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.

I. 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 three (3) test wells, 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, with the Property located at the NW Corner of the Property and extending East 300 feet; thence South 2,000 feet; thence West 300 feet; thence 2,000 feet North.

2. City shall have until November 7, 2022 (“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.

3. 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.

4. 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.

5. The Easements provided to Millican 5 is hereby revoked.

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

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

8. This Third 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: _____

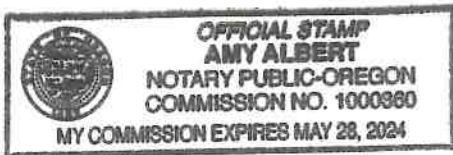
Brian Barney, Commissioner

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 16th day of October, 2021.




Notary Public for Oregon

My Commission Expires: 5-28-24

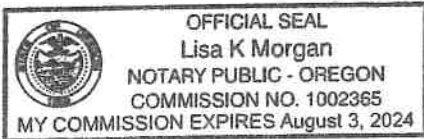
City of Prineville

By: 
Steve Forrester, City Manager

By: 
Rodney J. Beebe, Mayor

STATE OF OREGON)
) ss.
County of Crook)

Personally appeared the above-named **Steve Forrester, City Manager**, and **Rodney J. Beebe, Mayor**, for the City of Prineville and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of the City this 19th day of October, 2021.




Notary Public for Oregon
My Commission Expires: 8-3-2024