

**RESOLUTION NO. 1516
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH CROOK
COUNTY PARKS & RECREATION DISTRICT**

Whereas, the City of Prineville (“City”) and Crook County Parks & Recreation District (“District”) entered into an Agreement (“Agreement”) effective September 6, 2017 and amended December 29, 2020, allowing the City to drill one or more test wells on portions of District’s Property to determine if the test wells had the potential to serve as municipal wells; and

Whereas, City had the option to provide notice to the District of test wells that it intended to use as permanent municipal wells, which City so provided on December 21, 2021; and

Whereas, per the Agreement, District has agreed to execute an easement prepared by City granting the City a permanent easement for wells, water lines, pump house, electric lines, and other accessories; and


Whereas, an Easement Agreement has been prepared by the City, which is attached to this Resolution; and

Whereas, City staff recommends that the attached Easement Agreement be approved by City Council.

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

1. The attached Easement Agreement is approved.
2. The Mayor and City Manager are authorized and instructed to execute on behalf of the City the Easement Agreement.

Approved by the City Council this 12th day of ~~March~~ ^{April}, 2022.



Rodney J. Beebe, Mayor

ATTEST:



Lisa Morgan, City Recorder

After Recording Return to:
Jered Reid
35 SE C Street, Suite D
Madras, Oregon 97741

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made on the date last written below by and between **Crook County Parks and Recreation District**, an Oregon public recreational district (“Grantor”) and the **City of Prineville**, an Oregon municipal corporation (“Grantee.”). Both Grantor and Grantee shall be known as “Party” and collectively “Parties.”

RECITALS

A. Grantor is the owner of that certain real property located within Crook County, Oregon as more particularly described as that tract of land conveyed to Crook County Parks and Recreation district in Deeds MF 107044, Records of Crook County, Oregon, located in the Norwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East of the Willamette Meridian, City of Prineville, Crook County, Oregon. (“Grantor Property”).

B. On or about September 6, 2017, the Parties entered into an Agreement that allowed Grantee to drill one or more test wells on portions of the Property to determine if the test wells have the potential to serve as municipal wells.

C. Grantee has requested to use certain test wells as permanent municipal wells and Grantor has agreed to grant to Grantee certain easements over portions of the Grantor’s Property for the purpose sand subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The RECITALS set forth above are expressly incorporated into, and made a part of, this Agreement as if fully rewritten herein.

2. Grantor hereby gives, grants, and conveys unto Grantee and its agents, employees, contractors, successors, or assigns, (i) a perpetual non-exclusive easement over, upon, across, under and through the portion of the Grantor Property as described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto (the “Easement Area”), for operating, maintaining, repairing, replacing, constructing, reconstructing, modifying, upgrading and/or inspecting a well and related facilities (the “Well”) to service the City of Prineville (the “Well Easement”); (ii) a perpetual non-exclusive easement over, upon, across, under and through the portion of the Grantor Property as described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto, for operating, maintaining, repairing, replacing, constructing, reconstructing, modifying, upgrading and/or inspecting water lines and related facilities (the “Water Lines”) to service the

City of Prineville (the “Water Lines Easement”); (iii) a perpetual non-exclusive ingress and egress easement over, upon, across, under and through the portion of the Grantor Property as described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto (the “Ingress/Egress Easement”); (iv) a perpetual non-exclusive easement over, upon, across, under and through the portion of the Grantor Property as described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto, for electrical supply to the Well and the Water Lines (the “Electrical Easement”); and (v) a temporary non-exclusive easement over, upon, across, under and through the portion of the Grantor Property as described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto, to construct the Well and the Water Lines within the easement areas described on Exhibit A attached hereto and illustrated on Exhibit B attached hereto (the “Construction Easement”, and collectively with the Well Easement, the Water Lines Easement, the Ingress/Egress Easement and the Electrical Easement, the “Easements”, and each, an “Easement”).

3. Grantee shall install separate meters measuring the electricity to the Well and the Water Lines and pay the charges for electricity bill to the meters servicing the Well and the Water Lines.

4. Grantee shall repair or remediate, at Grantee’s sole cost and expense, any damage to the Grantor Property arising out of or in connection with Grantee’s use of the Well and the Water Lines or the easement rights granted herein.

5. Grantee hereby specifically indemnifies and holds Grantor and its successors, assigns, employees and agents (the “Indemnitees”), free and harmless from any and all claims, suits, obligations, liabilities or expenses (collectively, the “Claims”) arising out of any damage to property and/or personal injury caused by the acts of Grantee, and its agents, employees, or contractors, in connection with Grantee’s exercise of its rights hereunder or use of the Well and the Water Lines. The foregoing indemnity shall not apply to the extent that such Claims are caused by the negligence or willful misconduct of any Indemnitee.

6. Grantor agrees not to build, construct or install, or to convey to others the permission to build, construct or install, as applicable any permanent structures, sidewalks, driveways, landscaping, and/or similar improvements on, over, across, in, through, or under the Easements, unless mutually agreed by each Party, which agreement shall not be unreasonably withheld.

7. In the event of any litigation, action or proceeding concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs, expenses and fees incurred (including without limitation reasonable attorneys’ and paralegals’ fees), in connection therewith, and in connection with any appellate or post-judgment proceedings. The provisions of this Section shall survive the closing or termination of this Agreement.

8. This Agreement and the easements and rights granted hereunder are, and shall be, binding upon, and inure to the benefit of, the parties hereto and their respective grantees, lessees,

transferees, successors and assigns, and the same shall run with the land and be binding upon the Properties.

9. Any notice from Grantor to Grantee or from Grantee to Grantor shall be deemed duly served (a) when personally served, (b) three (3) days after deposited in the U.S. certified mail, return receipt requested, or (c) one (1) day after sent via "overnight" courier service, addressed to such party as follows:

If to Grantor: Crook County Parks and Recreation District
ATTN: Executive Director
296 South Main Street
Prineville, Oregon 97754

If to Grantee: City of Prineville
ATTN: City Manager
387 NE Third Street
Prineville, OR 97754

With a copy to: Jered Reid
35 SE C Street, Suite D
Madras, OR 97741

Either party hereto may change the name and address of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as hereinbefore provided.

10. This Agreement shall be governed by and construed under the laws of the State of Oregon.

11. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that the only relationship between the parties is that of easement grantor and easement grantee.

12. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such finding will not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

13. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Copies (whether facsimile, photostatic or otherwise) of signatures to this Agreement shall be deemed originals and may be relied on to the same extent as the originals.

14. This Agreement contains the entire agreement between the parties concerning the subject matter of the Agreement and incorporates and supersedes all prior understandings and

agreements, both written and oral. This Agreement may be amended only by written agreement signed by all of the parties hereto.

15. Grantor and Grantee shall promptly, from time to time after the date hereof, execute, deliver and/or record such further instructions as reasonably requested by the other (and reasonably acceptable to the party from whom requested), in order to fully effect the easements and rights contemplated hereby.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year last written below.

Crook County Parks and Recreation District

By: _____
Darlene Henderson, Board Chair

By: _____
Carol Benkosky, Vice Chair


By: _____
Ruthie McKenzie, Secretary


STATE OF OREGON)
) ss.
County of Crook)

Personally appeared the above-named Darlene Henderson, Carol Benkosky, and Ruthie McKenzie for Crook County Parks and Recreation District and acknowledged the foregoing instrument to be their voluntary act and deed on behalf of Crook County Parks and Recreation District this ____ day of _____, 2022.

Notary Public for Oregon
My Commission Expires: _____

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 13th day of April, 2022.




Notary Public for Oregon
My Commission Expires: Aug 3, 2022

LEGAL DESCRIPTION FOR WELL, WATER LINE AND ACCESS EASEMENTS
LOCATED IN THE NW1/4 OF SECTION 8, T.15S., R.16E., W.M., CITY OF
PRINEVILLE, CROOK COUNTY, OREGON
W.O. 21-5704

LEGAL DESCRIPTION – WELL EASEMENT

Legal description for a well easement **located** on a tract of land conveyed to Crook County Parks and Recreation District in Deeds MF 107044, Records of Crook County, Oregon, located in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, more particularly described as follows: All that portion of said Crook County Parks and Recreation District property lying East of the Top of Bank of the Crooked River and South and West of the following described line: **Beginning** at the North one-quarter corner of said Section 8, thence South 83°46'49" West a distance of 2203.12 feet to the True Point of Beginning of this line description; thence South 09°24'08" East a distance of 161.26 feet; **thence** South 17°10'23" East a distance of 59.44 feet; thence South 54°53'33" East a distance of 66.48 feet; thence South 48°54'48" East a distance of 112.44 feet; **thence** South 47°59'47" East a distance of 109.38 feet; thence South 34°20'59" East a distance of 146.14 feet; thence South 22°47'14" East a distance of 126.06 feet; **thence** South 10°15'09" East a distance of 118.39 feet; thence South 03°26'48" East a distance of 115.58 feet; thence South 08°17'30" East a **distance** of 83.96 feet; thence South 32°22'03" East a distance of 93.27 feet; thence South 12°39'32" East a distance of 106.91 feet; **thence** South 24°46'49" East a distance of 41.37 feet; thence East a distance of 158.55 feet to the West right-of-way line of Oregon Highway No. 27 and the termination point of this line description.

LEGAL DESCRIPTION – WELL EASEMENT NO.1

Legal description for a well easement **located** on a tract of land conveyed to Crook County Parks and Recreation District in Deeds MF 107044, Records of Crook County, Oregon, **located** in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, more particularly described as follows: A one hundred (100) feet radius circle from which the radius bears South 72°47'38" West a distance of 1964.05 feet from the North one-quarter corner of said Section 8.

LEGAL DESCRIPTION – WATER LINE EASEMENT NO. 1

A centerline legal description for a twenty (20) feet wide water line easement, ten (10) feet on each side of centerline, located on a tract of land conveyed to Crook County Parks and Recreation District in Deeds MF 107044, Records of Crook County, Oregon, located in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, said centerline is more particularly described as follows: Beginning at the North one-quarter corner of said

Section 8, thence South $80^{\circ}38'56''$ West a distance of 2161.11 feet to the True Point of Beginning of this centerline description, thence West a distance of 39.13 feet to the termination point of this centerline description.

LEGAL DESCRIPTION – ACCESS EASEMENT

A centerline legal description for a twenty (20) feet wide access easement, ten (10) feet on each side of centerline, located on a tract of land conveyed to Crook County Parks and Recreation District in Deeds MF 107044, Records of Crook County, Oregon, located in the Northwest one-quarter (NW1/4) of Section 8, Township 15 South, Range 16 East, W.M., City of Prineville, Crook County, Oregon, said centerline is more particularly described as follows: Beginning at the North one-quarter corner of said Section 8, thence South $83^{\circ}39'14''$ West a distance of 2294.11 feet to the True Point of Beginning, thence North $5^{\circ}32'48''$ West a distance of 67.43 feet; thence around a 50.00 feet radius curve to the right a distance of 9.84 feet, long chord bears North $0^{\circ}05'25''$ East, 9.82 feet; thence North $5^{\circ}43'37''$ East a distance of 53.86 feet; thence around a 40.00 feet radius curve to the right a distance of 59.08 feet, long chord bears North $48^{\circ}02'13''$ East, 53.85 feet; thence South $89^{\circ}39'12''$ East a distance of 433.85 feet; thence around a 120.00 feet radius curve to the right a distance of 82.23 feet, long chord bears South $70^{\circ}01'21''$ East, 80.63 feet to the West right-of-way line of Oregon Highway No. 27 and the termination point of this centerline description. Sidelines are to be extended to or terminated at said West right-of-way line of Oregon Highway No. 27.

