

**UMATILLA CITY COUNCIL MEETING
AGENDA
COUNCIL CHAMBERS 700 6TH STREET, UMATILLA, OR 97882
JUNE 7, 2022
7:00 PM**

1. **MEETING CALLED TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **CITY MANAGER'S REPORT & ANNOUNCEMENTS**
6. **PUBLIC COMMENT** Public Comment is an opportunity for citizens to express opinions, raise issues, and provide information to the City Council. Comments presented during this segment should be on city-related issues and not on items that are scheduled for a Public Hearing on the same evening's agenda. If you wish to speak, please provide the requested information on the Sign-Up Sheet, being sure to note the topic on which you will speak. When called to the podium, begin by stating your name and address. You will have five minutes to speak, unless otherwise instructed.
7. **CONSENT AGENDA**
8. **PUBLIC HEARING**
 - 8.1 Public Hearing on State Revenue Sharing *Suggested Action: The Budget Committee held a public hearing on the use of state shared revenues on April 19, 2022. This is the second mandatory public hearing required before the City can certify its' election to receive state shared revenue.*
9. **NEW BUSINESS**
 - 9.1 [Resolution No. 35-2022 - A resolution adopting the 2022-2023 budget](#) *Suggested Action: Motion for approval of Resolution No. 35-2022*

This resolution approves the 2022-2023 budget total of \$66,819,028 as recommended by the Budget Committee, with two adjustments:

 1. *To remove one FTE and associated expenses out of the General Fund Personnel Services (IT Analyst) into Materials and Services to account for IT services IGA with the City of Hermiston*
 2. *To increase the transfer from the General Fund to the Transient Room Tax Fund to accurately reflect the cost of the annual Landing Days event.*
 - 9.2 [Resolution No. 36-2022 - A resolution appropriating budget amounts for fiscal year 2022-](#)

2023 Suggested Action: Motion to approve Resolution No. 36-2022.

This resolution appropriates the 2022-2023 budget of \$66,819,028 among the various funds as recommended by the Budget Committee.

- 9.3 [Resolution No. 37-2022 - A resolution levying ad valorem taxes and categorizing taxes for the 2022-2023 fiscal year](#) Suggested Action: Motion to approve Resolution No. 37-2022.

This resolution levies the City's permanent tax rate of \$2.9191 per \$1,000 of taxable value for the next fiscal year. There is no additional levy for debt service.

- 9.4 [Resolution No. 38-2022 - A resolution declaring the City's election to receive state revenues](#) Suggested Action: Motion for approval of Resolution No. 38-2022.

A public hearing to discuss the use of state revenue sharing was held before the Budget Committee on April 19, 2022 and before the City Council on June 7, 2022. This resolution confirms that the necessary public hearings were held and that the City wishes to receive state revenues.

- 9.5 [Resolution No. 39-2022 - A resolution authorizing the City Manager to sign three utility easements for construction on City owned land.](#) Suggested Action: Staff recommends approval of Resolution No. 39-2022

- 9.6 [Resolution No. 40-2022 - A resolution authorizing Community Development Director Brandon Seitz authority to sign a purchase agreement for the purchase of a Manufactured Home to be used as the primary general building for Project PATH.](#) Suggested Action: Motion to approve Resolution No. 40-2022.

The Umatilla City Council, Hermiston City Council and Umatilla County Commissioners hosted a special joint meeting on May 23, 2022 to discuss Project PATH (Practical Assistance through Transitional Housing). One of the needs of the PATH facility is a general office and common area building. This manufactured home meets that need. Additionally, the purchase of this manufactured home will be reimbursed by a private party in recognition of their support of Project PATH. This reimbursement, which includes the purchase price and all associated relocation and connection fees will occur no later than November 30, 2022.

- 9.7 [Resolution No. 41-2022 - A Resolution authorizing the City Manager to execute a Municipal Water Pipeline Easement Agreement from Cleaver Land LLC to establish a Municipal Water Pipeline Easement.](#) Suggested Action: Staff recommends approval of Resolution No. 41-2022.

10. **PUBLIC COMMENT**

11. **MAYOR'S MESSAGE**

12. **COUNCIL INFORMATION & DISCUSSION**

13. **ADJOURN** This institution is an equal opportunity provider. Discrimination is prohibited by Federal law. Special accommodations to attend or participate in a city meeting or other function can be provided by contacting City Hall at (541) 922-3226 or use the TTY Relay Service at 1-800-735-2900 for appropriate assistance.

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CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 35-2022 - A resolution adopting the 2022-2023 budget	Meeting Date: 2022-06-07
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa ince	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): N/A
Amount Budgeted: N/A	

Reviewed by Finance Department: Yes	Previously Presented: 04/19/2022
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Attachments to Agenda Packet Item:

[RES 35-2022.doc](#)

Summary Statement: Motion for approval of Resolution No. 35-2022 This resolution approves the 2022-2023 budget total of \$66,819,028 as recommended by the Budget Committee, with two adjustments: 1. To remove one FTE and associated expenses out of the General Fund Personnel Services (IT Analyst) into Materials and Services to account for IT services IGA with the City of Hermiston 2. To increase the transfer from the General Fund to the Transient Room Tax Fund to accurately reflect the cost of the annual Landing Days event.
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Consistent with Council Goals: Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.

RESOLUTION NO. 35-2022

A RESOLUTION ADOPTING THE 2022-2023 BUDGET

BE IT RESOLVED, that the City Council of the City of Umatilla hereby adopts the budget approved by the budget committee for the fiscal year 2022-2023, in the total sum of \$66,819,028 now on file at Umatilla City Hall, 700 Sixth Street, Umatilla, Oregon 97882.

PASSED by the City Council and **SIGNED** by the Mayor this 7th day of June, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 36-2022 - A resolution appropriating budget amounts for fiscal year 2022-2023	Meeting Date: 2022-06-07
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): N/A
Amount Budgeted: N/A	

Reviewed by Finance Department: Yes	Previously Presented: 4/19/2022
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Attachments to Agenda Packet Item:

[RES 36-2022.pdf](#)

Summary Statement: Motion to approve Resolution No. 36-2022. This resolution appropriates the 2022-2023 budget of \$66,819,028 among the various funds as recommended by the Budget Committee.

Consistent with Council Goals: Goal 4: Increase Public Involvement, Create a Culture of Transparency with the Public, and Enhance Cultural Diversity.

RESOLUTION NO. 36-2022

**A RESOLUTION APPROPRIATING BUDGET AMOUNTS
FOR FISCAL YEAR 2022-2023**

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2022 and for the purposes shown below are hereby appropriated as follows:

GENERAL FUND

Administration	\$ 1,399,034
Community Development Department	1,615,634
Municipal Court Department	478,595
Parks and Recreation Department	1,150,538
Marina and RV Park	955,400
Police Department	2,948,994
Code Enforcement	176,755
Transportation	5,250
Golf Course	945,526
Non-Departmental:	
Operating Contingency	1,000,000
Transfers	3,094,964
Reserves	<u>1,937,010</u>
GENERAL FUND TOTAL	\$ 15,707,700

WATER FUND

Personnel Services	\$ 672,843
Material & Services	590,800
Operating Contingency	100,000
Debt Service	35,499
Transfers	487,470
Reserves	<u>104,191</u>
WATER FUND TOTAL	\$ 1,990,803

SEWER FUND

Personnel Services	\$ 757,357
Material & Services	511,575
Operating Contingency	150,000
Debt Service	461,303
Transfers	803,270
Reserves	<u>671,918</u>
SEWER FUND TOTAL	\$ 3,355,423

STREET FUND

Personnel Services	\$ 271,404
Material & Services	210,325
Capital Outlay	5,730,112
Operating Contingency	462,200
Transfers	166,250
Reserves	<u>264,279</u>
STREET FUND TOTAL	\$ 7,104,570

CAPITAL RESERVE FUND

Capital Outlay	\$ 17,237,843
Debt Service	146,154
Reserves	<u>1,611,859</u>
CAPITAL RESERVE TOTAL	\$ 18,995,856

LIBRARY FUND

Personnel Services	\$ 219,814
Material & Services	65,740
Capital Outlay	5,000
Transfers	10,000
Contingency	15,000
Reserves	<u>163,483</u>
LIBRARY FUND TOTAL	\$ 479,037

REFUSE FUND

Material & Services	\$ 835,320
Operating Contingency	50,000
Transfers	158,880
Reserves	<u>72,003</u>
REFUSE FUND TOTAL	\$ 1,116,203

BUILDING DEPARTMENT FUND

Personnel Services	\$ 544,657
Materials and Services	572,500
Transfers	32,840
Contingency	800,000
Reserves	<u>4,049,978</u>
BUILDING DEPARTMENT FUND TOTAL	\$ 5,999,975

DEBT SERVICE FUND

Reserves	\$ <u>4,280</u>
DEBT SERVICE FUND TOTAL	\$ 4,280

TRANSIENT ROOM TAX FUND

Personnel Services	\$ 7,071
Material & Services	708,174
Capital Outlay	106,275
Reserves	<u>27,217</u>
TRANSIENT TAX FUND TOTAL	\$ 848,737

BUILDING RESERVE FUND

Debt Service	\$ <u>312,079</u>
BUILDING RESERVE FUND TOTAL	\$ 312,079

WATER RESERVE FUND

Materials and Services	\$ 367,850
Capital Outlay	5,135,711
Contingency	300,000
Reserves	<u>692,956</u>
WATER RESERVE FUND TOTAL	\$ 6,496,517

SEWER RESERVE FUND

Materials and Services	\$ 225,000
Capital Outlay	930,860
Contingency	400,000
Reserves	<u>2,851,988</u>
SEWER RESERVE FUND TOTAL	\$ 4,407,848

PASSED by the City Council and **SIGNED** by the Mayor this 7th day of June, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 37-2022 - A resolution levying ad valorem taxes and categorizing taxes for the 2022-2023 fiscal year	Meeting Date: 2022-06-07
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: N/A	

Reviewed by Finance Department: Yes	Previously Presented: 4/19/22
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Attachments to Agenda Packet Item:

[RES 37-2022.doc](#)

Summary Statement: Motion to approve Resolution No. 37-2022. This resolution levies the City's permanent tax rate of \$2.9191 per \$1,000 of taxable value for the next fiscal year. There is no additional levy for debt service.

Consistent with Council Goals: Goal 5 : Perform at the Highest Levels of Operational Excellence

RESOLUTION NO. 37-2022

**A RESOLUTION LEVYING AD VALOREM TAXES AND CATEGORIZING TAXES
FOR THE 2022-2023 FISCAL YEAR**

BE IT RESOLVED, that the City Council of the City of Umatilla hereby levies the taxes provided for in the adopted budget at the permanent tax rate of 2.9191 per \$1,000 by rate for the General Fund and that these taxes are levied upon all taxable property within the City of Umatilla as of 1:00 a.m. July 1, 2022. The following allocation and categorization, subject to the limits of Section 11b Article XI of the Oregon Constitution, make up the above levy:

	GENERAL GOVERNMENT LIMITATION	EXCLUDED FROM LIMITATION
GENERAL FUND	\$2.9191/\$1,000	
DEBT SERVICE FUND	_____	<u>\$0</u>
CATEGORY TOTAL	\$2.9191/\$1,000	\$0

TOTAL LEVY: \$2.9191 per \$1,000 of taxable value to the General Fund

PASSED by the City Council and **SIGNED** by the Mayor this 7th day of June, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 38-2022 - A resolution declaring the City's election to receive state revenues	Meeting Date: 2022-06-07
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Department: Finance & Administrative Services	Director: Melissa Ince	Contact Person: Melissa Ince	Phone Number:
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Cost of Proposal: N/A	Fund(s) Name and Number(s): N/A
Amount Budgeted: N/A	

Reviewed by Finance Department: Yes	Previously Presented: 4/19/2022
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Attachments to Agenda Packet Item:

[RES 38-2022.pdf](#)

Summary Statement: Motion for approval of Resolution No. 38-2022. A public hearing to discuss the use of state revenue sharing was held before the Budget Committee on April 19, 2022 and before the City Council on June 7, 2022. This resolution confirms that the necessary public hearings were held and that the City wishes to receive state revenues.

Consistent with Council Goals: Goal 5 : Perform at the Highest Levels of Operational Excellence



RESOLUTION NO. 38-2022

**A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE
STATE REVENUES**

The City of Umatilla ordains as follows:

Section 1. Pursuant to ORS 221.770, the city hereby elects to receive state revenues for fiscal year 2022-2023.

Passed by the Common Council the 7th day of June, 2022.

Approved by the Mayor this 7th day June, 2022.

Mayor _____

Attest _____

I *certify that a public hearing before the Budget Committee was held on April 19, 2022 and a public hearing before the City Council was held on June 7, 2022, giving citizens an opportunity to comment on use of State Revenue Sharing.

City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 39-2022 - A resolution authorizing the City Manager to sign three utility easements for construction on City owned land.	Meeting Date: 2022-06-07
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Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
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Cost of Proposal: NA	Fund(s) Name and Number(s): N/A
Amount Budgeted: NA	

Reviewed by Finance Department: No	Previously Presented: 4/5/2022
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Attachments to Agenda Packet Item:

[Resolution 39-2022.docx](#)

[Umatilla OR-UM-0040.0000 \(1\).pdf](#)

[Umatilla OR-UM-0039.0000 \(2\).pdf](#)

[Umatilla OR-UM-0041.0000 \(3\).pdf](#)

Summary Statement: Staff recommends approval of Resolution No. 39-2022
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Consistent with Council Goals: Goal 2: Promote Economic Development and Job Growth.

RESOLUTION NO. 39-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THREE UTILITY EASEMENTS FOR CONSTRUCTION ON CITY OWNED LAND

WHEREAS, the City “City” owns real property commonly known as Hash Park located on Tax Lots 500 on Assessor’s Map 5N28 (TLID #5N28000000500, Account #134598), Tax Lot 1000 on Assessor’s Map 5N2814 (TLID # 5N28140001000, Account #133075) and Tax Lot 6403 on Assessor’s Map 5N2814BD (TLID # 5N2814BD06403, Account #155016); and

WHEREAS, MetroDuct Systems VA LLC, a Virginia limited liability company, has requested an easement for the installation, construction, maintenance, operation, repair and replacement of cables, lines and other facilities at any time and from time to time for the communication, transportation or other transfer of data, information, signals, or other material by means of fiber optics, electronic signaling or any other means; and

WHEREAS, MetroDuct Systems VA LLC has a Franchise Agreement with City and is in good standing with terms of said franchise.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF UMATILLA:

1. The City Manager is authorized to sign three Easement Agreements by and between MetroDuct Systems VA LLC and the City of Umatilla.

PASSED by the City Council and **SIGNED** by the Mayor this ___ day of June, 2022.

Mary Detrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

After Recording Return To:
Metroduct Systems VA LLC.
c/o Team Fishel
8093 Elm Drive
Mechanicsville, VA 23111

MetroDuct Systems
Tract # OR-UM-0040.0000
Umatilla City, Oregon

**MetroDuct Systems VA LLC
NON-EXCLUSIVE EASEMENT**

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made this ___ day of _____, 20___, for one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned **CITY OF UMATILLA**, a body corporate and politic having a mailing address of PO Box 130, Umatilla, OR 97882 (“**Grantor**”), as owner of the real property situated in Umatilla County, Oregon, hereby grants and conveys to **METRODUCT SYSTEMS VA LLC**, a Virginia limited liability company having an address of 1366 Dublin Road, Columbus, Ohio 43215 (“**Grantee**”), its affiliates, licensees, successors and assigns (collectively “**Grantees**”) a non-exclusive and perpetual right of way and easement in, under, and across the “**Easement Area**” (described as being the same as shown on Exhibit “A” attached hereto and made a part hereof), for the installation, construction, maintenance, operation, repair and replacement of cables, lines and other facilities at any time and from time to time for the communication, transportation or other transfer of data, information, signals, or other material by means of fiber optics, electronic signaling or any other means including all technological developments evolving therefrom (“**Facilities**”). Permitted uses shall include the installation of below-ground vaults and the like and any utilities required for the operation thereof, together with the right to have underground commercial electrical service extended across the Easement Area to provide service to such Facilities and the reasonable right of ingress and egress across the Burdened Property to the Easement Area for the purpose of access to and use of the easement granted herein including over such drives, lanes, ways or private roads as may now or hereafter exist on the Burdened Property. If there are no drives, lanes, ways or private roads reasonably convenient to the Easement Area, Grantor further grants the right of ingress or egress across any of the Burdened Property for the purposes consistent with this Agreement, including but not limited to, intrusive construction and installation of the Facilities.

The property is legally described as Tax Map Number 5N28140001000 and is recorded in the land records of the Clerk’s Office of the County of Umatilla, Oregon on Reel 443, at Page 226.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Burdened Property and has full right and power to grant and convey the rights conveyed herein and will defend the same unto the Grantee against the adverse claims of all persons.

Grantee hereby reserves the right to use said Easement Area for non-exclusive utility line and easement purposes.

Grantee hereby agrees to restore at its expense all property disturbed by its activities in use of the Easement Area to as near as reasonably possible the condition existing prior to the disturbance.

If the Grantor at some later time proposes property improvements on the Burdened Property that would necessarily require the relocation of the Facilities of the Grantee, which have been or may be installed under this Agreement, Grantee will relocate those Facilities at Grantor’s sole cost and expense upon receipt of payment from Grantor.

Grantee shall have the right, when relocating those Facilities, to place and maintain (and remove) them in a suitable location elsewhere on said land as mutually agreed to by Grantor and Grantee (which agreement shall not be unreasonably withheld by either party) and shall have the same rights hereunder in such new location as it originally possessed hereunder in the old location. If there is not mutual agreement between Grantee and Grantor as to where to relocate the Facilities, Grantee shall not be required to relocate the Facilities. Grantor acknowledges that prior to making such improvements, including the improvements set forth in the paragraph below, that Grantor shall provide Grantee with reasonable prior written notice before commencement of construction of such improvements so that Grantee may make adjustments to its Facilities.

The Grantor shall have the right to use the surface of the land over said Easement Area for any purpose provided the Grantor does not in any way interfere with the Grantees use of the easement granted herein, and provided further that no building or other structure shall be erected upon or tree or other vegetation be planted, across or over the Easement Area granted herein, and Grantor shall not excavate or fill within said Easement Area. Grantee shall have the right to remove any structure, plant or tree that it deems in its sole discretion to interfere with or impairs its use of the Easement Area.

Any work performed on the Facilities or any relocation required hereunder shall be conducted in a good and workmanlike fashion and in accordance with all applicable laws, rules, regulations and ordinances.

Grantee shall maintain insurance coverage insuring Grantee against claims, demands or actions for personal injuries or death resulting from the use or operation of the Facilities with limits of not less than One Million Dollars (\$1,000,000) any one occurrence, in an aggregate amount of Two Million Dollars (\$2,000,000) and for damage to property in an amount of not less than Five Hundred Thousand Dollars (\$500,000).

Each party shall protect, indemnify, defend and hold the other party, their agents, customers, employees and invitees (collectively, the “**Indemnified Parties**”) harmless from and against any and all third party claims for loss, damage, liability, injury to person or property, including reasonable cost and expense incurred by the Indemnified Parties on account of any claim or assertion of liability arising or alleged to have arisen out of the negligence or willful misconduct of the indemnifying party. An Indemnitor’s indemnification obligations hereunder shall not be applicable to any claims to the extent caused by the negligence, intentional acts or omissions or willful misconduct of the Indemnified Persons.

Any notice to be given in connection with this Agreement shall be in writing and shall be sent either by hand delivery (which shall include, without limitation, overnight delivery by a nationally recognized overnight courier service such as Federal Express or United Parcel Service) or by depositing it with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the party to whom the notice is being sent (and marked to a particular individual's attention if so indicated) as hereafter provided. Rejection or other refusal by the addressee to accept or the inability of any party attempting hand delivery or, in the case of attempted delivery by mail, the United States Postal Service to deliver because of changed address of which no prior written notice was given shall be deemed to be the receipt of the notice sent on the day hand delivery was attempted or, in the case of attempted delivery by mail, on the date which is three (3) days after the notice was deposited with the United States Postal Service or any official successor thereto. In the event that registered or certified mail service is not being provided by the United States Postal Service or any official successor thereto at the time in question, each notice may then be served by regular mail. Any party hereto shall have the right from time to time to change the address or individual's attention to which notices to it shall be sent by giving the other party written notice thereof. For notice purposes the addresses of the parties shall be as follows:

If to Grantor:

The City of Umatilla
PO Box 130
Umatilla OR 97882

If to Grantee:

MetroDuct Systems VA LLC
c/o Team Fishel
8093 Elm Drive
Mechanicsville, VA 23111
Attn: Legal Department

The foregoing addresses (or subsequent addresses of which notice is recorded as provided in this sentence) shall continue to be effective for notice purposes under this Agreement notwithstanding a sale of all or portions of the Burdened Property, unless the party acquiring the rights of this Agreement by sale of the Burdened Property files a notice in the City of Umatilla, State of Oregon land records cross referenced to this Agreement which specifies the address (and up to two additional addresses) to which such notices under this Agreement to such party are to be sent.

It is understood and agreed that this is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor. This agreement and all of the terms, provisions and obligations hereof shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Grantee's acceptance of this agreement and the recordation hereof in the Records of Umatilla County, Oregon shall be deemed to constitute and evidence Grantee's agreement to all of the terms and provisions hereof.

This Easement and all rights, duties, and obligations hereunder, are binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

None of the terms or provisions of this Easement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary.

This Easement may only be amended by written instrument executed by the then current owners of the Burdened Property and Grantee.

Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.

(Signature page to follow)

EXECUTED as of the day and year first above written.

GRANTOR:

GRANTEE:

MetroDuct Systems VA LLC,
a Virginia limited liability company

By: _____
(Grantor Signature)

By: _____
(Grantee Signature)

(Grantor Printed)

(Grantee Printed)

Title: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____

SS:

CITY/COUNTY OF _____

This record was acknowledged before me on (date) _____, 20____ by

_____.

Notary Public - State of _____

(Official Stamp)

My commission expires: _____

Notary Registration Number: _____

STATE OF _____

SS:

CITY/COUNTY OF _____

The forgoing instrument was acknowledged before me this ____ day of _____, 20____,

by _____, who is the _____ of

(Name of Signatory)

(Title)

The City of Umatilla, on behalf of the body corporate and politic.

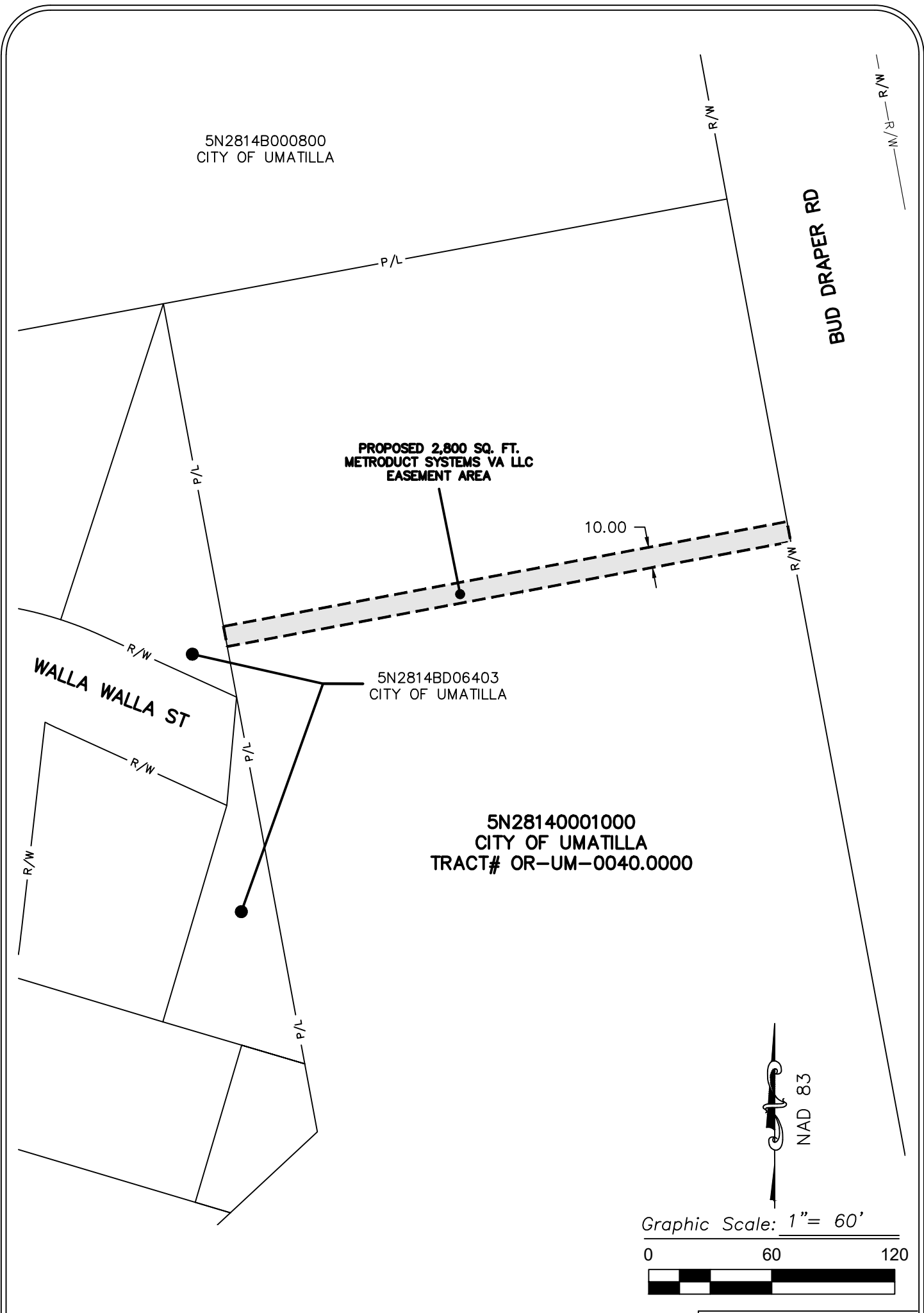
Notary Public (Name)

Notary Public (Signature)

My commission expires: _____

Notary Registration Number: _____

EXHIBIT "A"



This Exhibit is Drawn For The Limited Use of MetroDuct Systems VA LLC To Identify The Easement Location And Is Not Intended To Represent Accurate Survey Of The Property. This Exhibit Prepared By THE FISHEL COMPANY

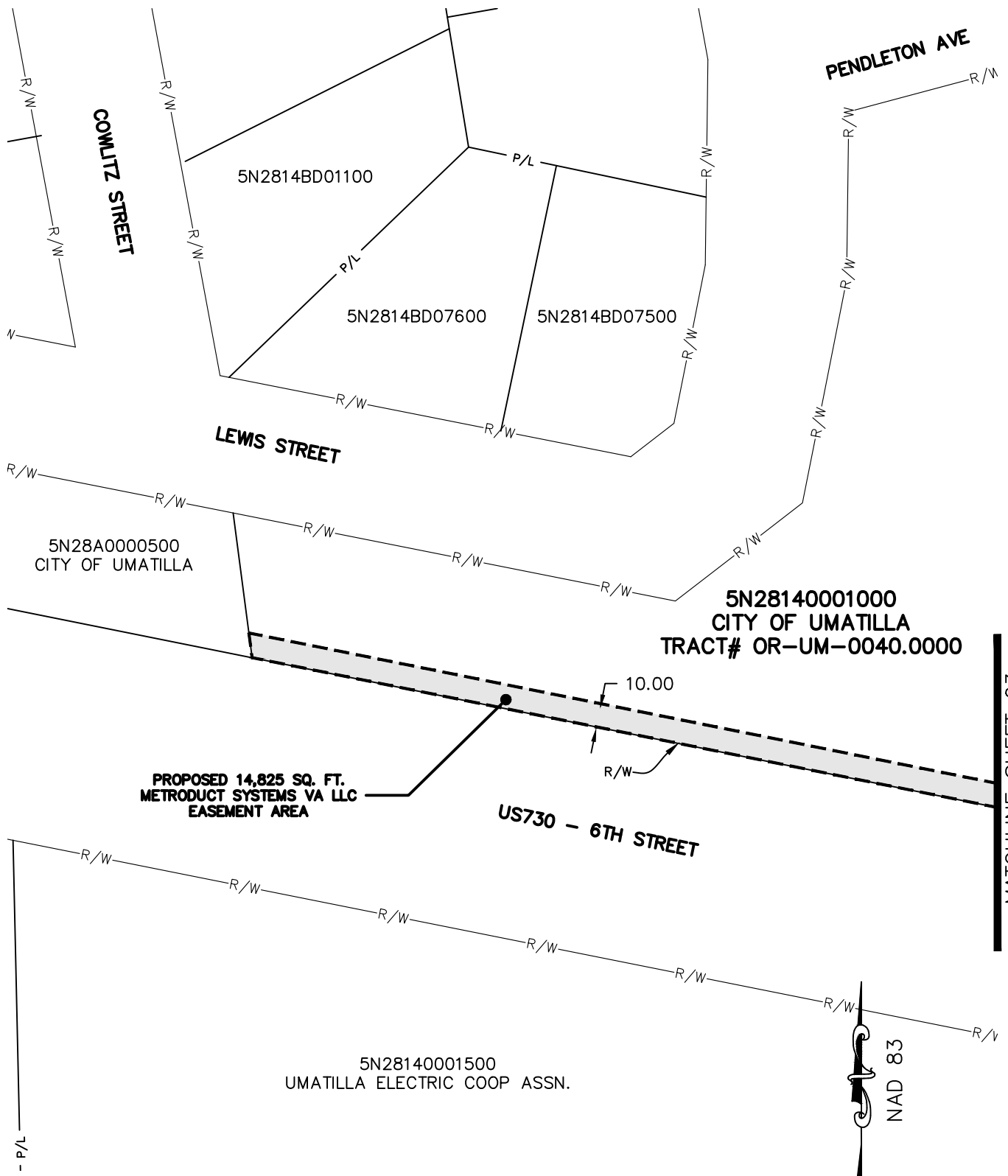
MetroDuct Systems VA LLC

Exhibit Plat for METRODUCT SYSTEMS VA LLC. Showing a
10' Easement Across The Property Of
CITY OF UMATILLA
 Located in Umatilla County, Oregon

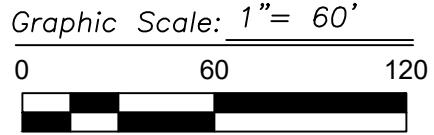
TOTAL EASEMENT AREA:	17,625 Sq. Feet
PLAT No.	MDS-22-40
WORK ORDER	2022-CIVIL-BUILD
LOCATION	UMATILLA
COUNTY	UMATILLA
STATE	OREGON

DATE 5/31/2022	ENGINEER BS	PAGE 5 OF 9		CK'D BY BYS	TRACT No. OR-UM-0040.0000
SCALE 1"=60'	TECHNICIAN MB				SHT 01 Of 05

EXHIBIT "A"



MATCHLINE SHEET 03



This Exhibit is Drawn For The Limited Use of MetroDuct Systems VA LLC To Identify The Easement Location And Is Not Intended To Represent Accurate Survey Of The Property. This Exhibit Prepared By THE FISHEL COMPANY

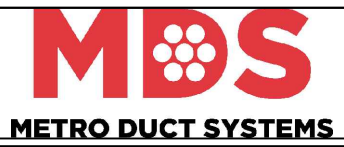
MetroDuct Systems VA LLC

Exhibit Plat for METRODUCT SYSTEMS VA LLC. Showing a
10' Easement Across The Property Of
CITY OF UMATILLA
 Located in Umatilla County, Oregon

TOTAL EASEMENT AREA:	17,625 Sq. Feet
PLAT No.	MDS-22-40
WORK ORDER	2022-CIVIL-BUILD
LOCATION	UMATILLA
COUNTY	UMATILLA
STATE	OREGON

DATE 4/21/2022	ENGINEER BS
SCALE 1"=60'	TECHNICIAN MB

PAGE 6 OF 9



CK'D BY BYS	TRACT No. OR-UM-0040.0000 SHT 02 Of 05
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EXHIBIT "A"

PENDLETON AVE

R/W

5N28140001000
CITY OF UMATILLA
TRACT# OR-UM-0040.0000

MATCHLINE SHEET 02

PROPOSED 14,825 SQ. FT.
METRODUCT SYSTEMS VA LLC
EASEMENT AREA

10.00

R/W

US730 - 6TH STREET

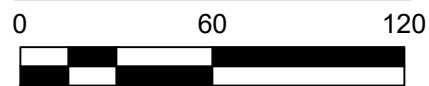
MATCHLINE SHEET 04

R/W

5N28140001500
UMATILLA ELECTRIC COOP ASSN.



Graphic Scale: 1" = 60'



This Exhibit is Drawn For The Limited Use of MetroDuct Systems VA LLC To Identify The Easement Location And Is Not Intended To Represent Accurate Survey Of The Property. This Exhibit Prepared By THE FISHEL COMPANY

MetroDuct Systems VA LLC

Exhibit Plat for METRODUCT SYSTEMS VA LLC. Showing a
**10' Easement Across The Property Of
CITY OF UMATILLA**
Located in Umatilla County, Oregon

TOTAL EASEMENT AREA:	17,625 Sq. Feet
PLAT No.	MDS-22-40
WORK ORDER	2022-CIVIL-BUILD
LOCATION	UMATILLA
COUNTY	UMATILLA
STATE	OREGON

DATE
4/21/2022
SCALE
1"=60'

ENGINEER
BS
TECHNICIAN
MB

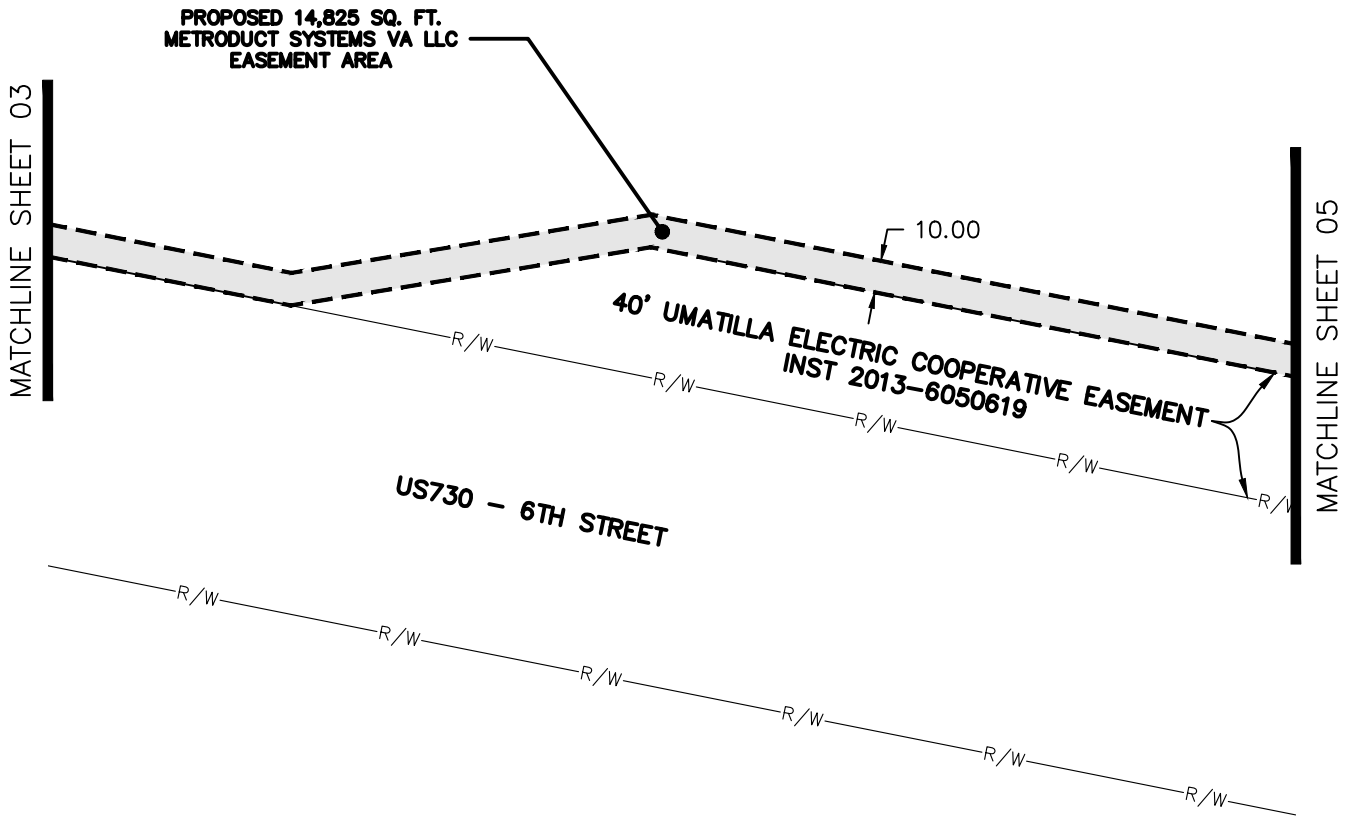
PAGE 7 OF 9



CK'D BY
BYS

TRACT No.
OR-UM-0040.0000
SHT 03 Of 05

5N28140001000
 CITY OF UMATILLA
 TRACT# OR-UM-0040.0000



5N28140001500
 UMATILLA ELECTRIC COOP ASSN.



Graphic Scale: 1" = 60'



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MetroDuct Systems VA LLC

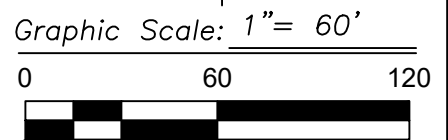
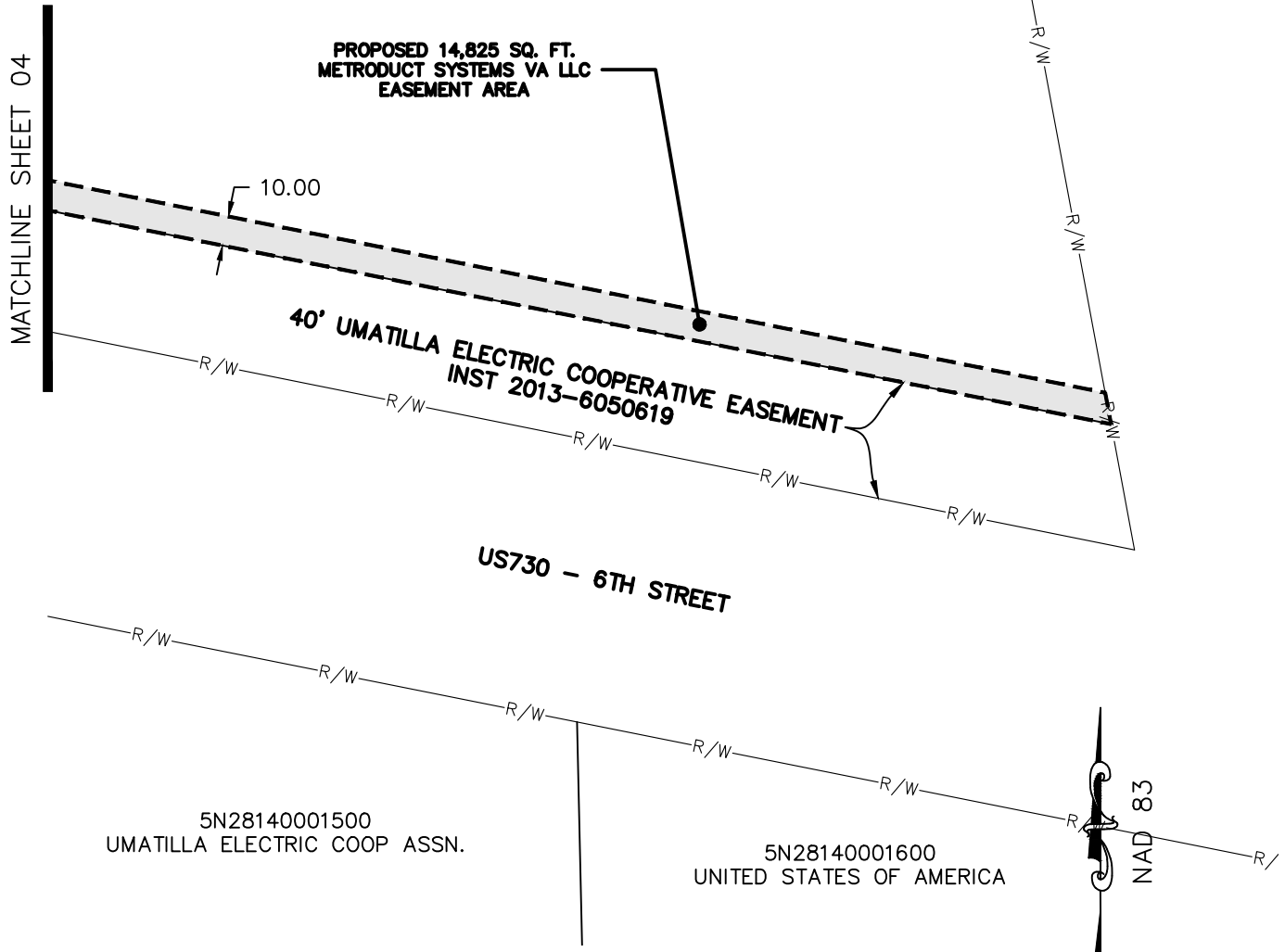
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TOTAL EASEMENT AREA:	17,625 Sq. Feet
PLAT No.	MDS-22-40
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LOCATION	UMATILLA
COUNTY	UMATILLA
STATE	OREGON

DATE 4/21/2022	ENGINEER BS	PAGE 8 OF 9		CK'D BY BYS	TRACT No. OR-UM-0040.0000
SCALE 1"=60'	TECHNICIAN MB				SHT 04 Of 05

EXHIBIT "A"

5N28140001000
CITY OF UMATILLA
TRACT# OR-UM-0040.0000



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MetroDuct Systems VA LLC

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Located in Umatilla County, Oregon

TOTAL EASEMENT AREA:	17,625 Sq. Feet
PLAT No.	MDS-22-40
WORK ORDER	2022-CIVIL-BUILD
LOCATION	UMATILLA
COUNTY	UMATILLA
STATE	OREGON

DATE 4/21/2022	ENGINEER BS	PAGE 9 OF 9		CK'D BY BWS	TRACT No. OR-UM-0040.0000
SCALE 1"=60'	TECHNICIAN MB				SHT 05 Of 05

After Recording Return To:
Metroduct Systems VA LLC.
c/o Team Fishel
8093 Elm Drive
Mechanicsville, VA 23111

MetroDuct Systems
Tract # OR-UM-0039.0000
Umatilla City, Oregon

**MetroDuct Systems VA LLC
NON-EXCLUSIVE EASEMENT**

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made this ___ day of _____, 20___, for one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned **CITY OF UMATILLA**, a body corporate and politic having a mailing address of PO Box 130, Umatilla, OR 97882 (“**Grantor**”), as owner of the real property situated in Umatilla County, Oregon, hereby grants and conveys to **METRODUCT SYSTEMS VA LLC**, a Virginia limited liability company having an address of 1366 Dublin Road, Columbus, Ohio 43215 (“**Grantee**”), its affiliates, licensees, successors and assigns (collectively “**Grantees**”) a non-exclusive and perpetual right of way and easement in, under, and across the “**Easement Area**” (described as being the same as shown on Exhibit “A” attached hereto and made a part hereof), for the installation, construction, maintenance, operation, repair and replacement of cables, lines and other facilities at any time and from time to time for the communication, transportation or other transfer of data, information, signals, or other material by means of fiber optics, electronic signaling or any other means including all technological developments evolving therefrom (“**Facilities**”). Permitted uses shall include the installation of below-ground vaults and the like and any utilities required for the operation thereof, together with the right to have underground commercial electrical service extended across the Easement Area to provide service to such Facilities and the reasonable right of ingress and egress across the Burdened Property to the Easement Area for the purpose of access to and use of the easement granted herein including over such drives, lanes, ways or private roads as may now or hereafter exist on the Burdened Property. If there are no drives, lanes, ways or private roads reasonably convenient to the Easement Area, Grantor further grants the right of ingress or egress across any of the Burdened Property for the purposes consistent with this Agreement, including but not limited to, intrusive construction and installation of the Facilities.

The property is legally described as Tax Map Number 5N2814BD06403 and is recorded in the land records of the Clerk’s Office of the County of Umatilla, Oregon on Reel 454, at Page 111.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Burdened Property and has full right and power to grant and convey the rights conveyed herein and will defend the same unto the Grantee against the adverse claims of all persons.

Grantee hereby reserves the right to use said Easement Area for non-exclusive utility line and easement purposes.

Grantee hereby agrees to restore at its expense all property disturbed by its activities in use of the Easement Area to as near as reasonably possible the condition existing prior to the disturbance.

If the Grantor at some later time proposes property improvements on the Burdened Property that would necessarily require the relocation of the Facilities of the Grantee, which have been or may be installed under this Agreement, Grantee will relocate those Facilities at Grantor’s sole cost and expense upon receipt of payment from Grantor.

Grantee shall have the right, when relocating those Facilities, to place and maintain (and remove) them in a suitable location elsewhere on said land as mutually agreed to by Grantor and Grantee (which agreement shall not be unreasonably withheld by either party) and shall have the same rights hereunder in such new location as it originally possessed hereunder in the old location. If there is not mutual agreement between Grantee and Grantor as to where to relocate the Facilities, Grantee shall not be required to relocate the Facilities. Grantor acknowledges that prior to making such improvements, including the improvements set forth in the paragraph below, that Grantor shall provide Grantee with reasonable prior written notice before commencement of construction of such improvements so that Grantee may make adjustments to its Facilities.

The Grantor shall have the right to use the surface of the land over said Easement Area for any purpose provided the Grantor does not in any way interfere with the Grantees use of the easement granted herein, and provided further that no building or other structure shall be erected upon or tree or other vegetation be planted, across or over the Easement Area granted herein, and Grantor shall not excavate or fill within said Easement Area. Grantee shall have the right to remove any structure, plant or tree that it deems in its sole discretion to interfere with or impairs its use of the Easement Area.

Any work performed on the Facilities or any relocation required hereunder shall be conducted in a good and workmanlike fashion and in accordance with all applicable laws, rules, regulations and ordinances.

Grantee shall maintain insurance coverage insuring Grantee against claims, demands or actions for personal injuries or death resulting from the use or operation of the Facilities with limits of not less than One Million Dollars (\$1,000,000) any one occurrence, in an aggregate amount of Two Million Dollars (\$2,000,000) and for damage to property in an amount of not less than Five Hundred Thousand Dollars (\$500,000).

Each party shall protect, indemnify, defend and hold the other party, their agents, customers, employees and invitees (collectively, the “**Indemnified Parties**”) harmless from and against any and all third party claims for loss, damage, liability, injury to person or property, including reasonable cost and expense incurred by the Indemnified Parties on account of any claim or assertion of liability arising or alleged to have arisen out of the negligence or willful misconduct of the indemnifying party. An Indemnitor’s indemnification obligations hereunder shall not be applicable to any claims to the extent caused by the negligence, intentional acts or omissions or willful misconduct of the Indemnified Persons.

Any notice to be given in connection with this Agreement shall be in writing and shall be sent either by hand delivery (which shall include, without limitation, overnight delivery by a nationally recognized overnight courier service such as Federal Express or United Parcel Service) or by depositing it with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, addressed to the party to whom the notice is being sent (and marked to a particular individual's attention if so indicated) as hereafter provided. Rejection or other refusal by the addressee to accept or the inability of any party attempting hand delivery or, in the case of attempted delivery by mail, the United States Postal Service to deliver because of changed address of which no prior written notice was given shall be deemed to be the receipt of the notice sent on the day hand delivery was attempted or, in the case of attempted delivery by mail, on the date which is three (3) days after the notice was deposited with the United States Postal Service or any official successor thereto. In the event that registered or certified mail service is not being provided by the United States Postal Service or any official successor thereto at the time in question, each notice may then be served by regular mail. Any party hereto shall have the right from time to time to change the address or individual's attention to which notices to it shall be sent by giving the other party written notice thereof. For notice purposes the addresses of the parties shall be as follows:

If to Grantor:

The City of Umatilla
PO Box 130
Umatilla OR 97882

If to Grantee:

MetroDuct Systems VA LLC
c/o Team Fishel
8093 Elm Drive
Mechanicsville, VA 23111
Attn: Legal Department

The foregoing addresses (or subsequent addresses of which notice is recorded as provided in this sentence) shall continue to be effective for notice purposes under this Agreement notwithstanding a sale of all or portions of the Burdened Property, unless the party acquiring the rights of this Agreement by sale of the Burdened Property files a notice in the City of Umatilla, State of Oregon land records cross referenced to this Agreement which specifies the address (and up to two additional addresses) to which such notices under this Agreement to such party are to be sent.

It is understood and agreed that this is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor. This agreement and all of the terms, provisions and obligations hereof shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Grantee's acceptance of this agreement and the recordation hereof in the Records of Umatilla County, Oregon shall be deemed to constitute and evidence Grantee's agreement to all of the terms and provisions hereof.

This Easement and all rights, duties, and obligations hereunder, are binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

None of the terms or provisions of this Easement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary.

This Easement may only be amended by written instrument executed by the then current owners of the Burdened Property and Grantee.

Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.

(Signature page to follow)

EXECUTED as of the day and year first above written.

GRANTOR:

GRANTEE:

MetroDuct Systems VA LLC,
a Virginia limited liability company

By: _____
(Grantor Signature)

By: _____
(Grantee Signature)

(Grantor Printed)

(Grantee Printed)

Title: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____

SS:

CITY/COUNTY OF _____

This record was acknowledged before me on (date) _____, 20____ by

_____.

Notary Public - State of _____

(Official Stamp)

My commission expires: _____

Notary Registration Number: _____

STATE OF _____

SS:

CITY/COUNTY OF _____

The forgoing instrument was acknowledged before me this ____ day of _____, 20____,

by _____, who is the _____ of

(Name of Signatory)

(Title)

The City of Umatilla, on behalf of the body corporate and politic.

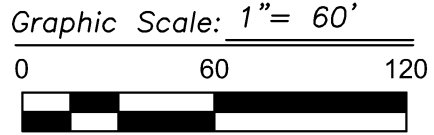
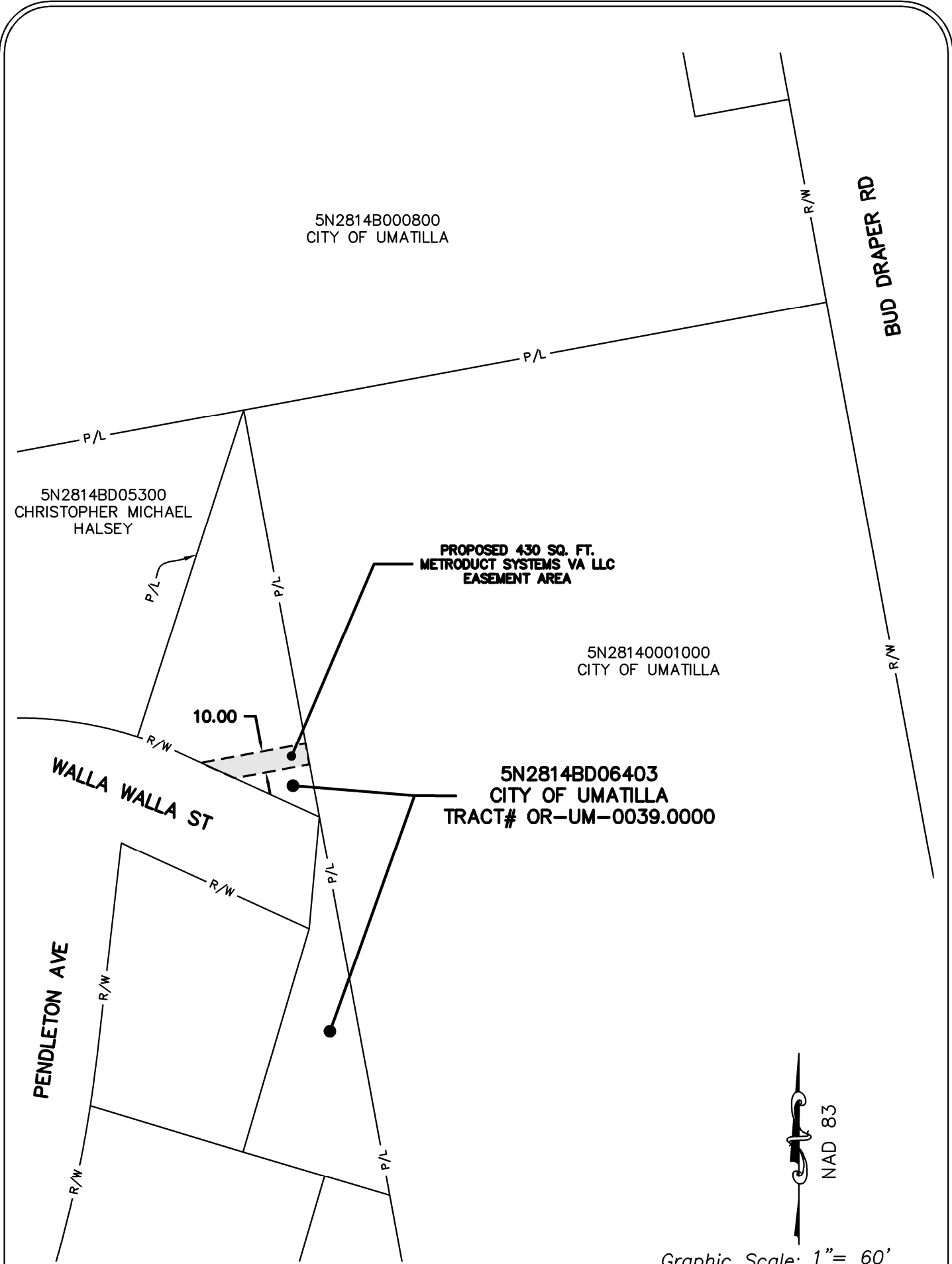
Notary Public (Name)

Notary Public (Signature)

My commission expires: _____

Notary Registration Number: _____

EXHIBIT "A"



This Exhibit is Drawn For The Limited Use of MetroDuct Systems VA LLC To Identify The Easement Location And Is Not Intended To Represent Accurate Survey Of The Property. This Exhibit Prepared By THE FISHEL COMPANY

MetroDuct Systems VA LLC

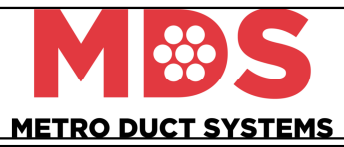
Exhibit Plat for METRODUCT SYSTEMS VA LLC. Showing a
10' Easement Across The Property Of
CITY OF UMATILLA
 Located in Umatilla County, Oregon

TOTAL EASEMENT AREA:	430 Sq. Feet
PLAT No.	MDS-22-39
WORK ORDER	2022-CIVIL-BUILD
LOCATION	UMATILLA
COUNTY	UMATILLA
STATE	OREGON

DATE
5/31/2022
SCALE
1"=60'

ENGINEER
BS
TECHNICIAN
MB

PAGE 5 OF 5



CK'D BY
BYS

TRACT No.
OR-UM-0039.0000
SHT 01 Of 01

After Recording Return To:
Metroduct Systems VA LLC.
c/o Team Fishel
8093 Elm Drive
Mechanicsville, VA 23111

MetroDuct Systems
Tract # OR-UM-0041.0000
Umatilla City, Oregon

**MetroDuct Systems VA LLC
NON-EXCLUSIVE EASEMENT**

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made this ___ day of _____, 20___, for one dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned **CITY OF UMATILLA**, a body corporate and politic having a mailing address of PO Box 130, Umatilla, OR 97882 (“**Grantor**”), as owner of the real property situated in Umatilla County, Oregon, hereby grants and conveys to **METRODUCT SYSTEMS VA LLC**, a Virginia limited liability company having an address of 1366 Dublin Road, Columbus, Ohio 43215 (“**Grantee**”), its affiliates, licensees, successors and assigns (collectively “**Grantees**”) a non-exclusive and perpetual right of way and easement in, under, and across the “**Easement Area**” (described as being the same as shown on Exhibit “A” attached hereto and made a part hereof), for the installation, construction, maintenance, operation, repair and replacement of cables, lines and other facilities at any time and from time to time for the communication, transportation or other transfer of data, information, signals, or other material by means of fiber optics, electronic signaling or any other means including all technological developments evolving therefrom (“**Facilities**”). Permitted uses shall include the installation of below-ground vaults and the like and any utilities required for the operation thereof, together with the right to have underground commercial electrical service extended across the Easement Area to provide service to such Facilities and the reasonable right of ingress and egress across the Burdened Property to the Easement Area for the purpose of access to and use of the easement granted herein including over such drives, lanes, ways or private roads as may now or hereafter exist on the Burdened Property. If there are no drives, lanes, ways or private roads reasonably convenient to the Easement Area, Grantor further grants the right of ingress or egress across any of the Burdened Property for the purposes consistent with this Agreement, including but not limited to, intrusive construction and installation of the Facilities.

The property is legally described as Tax Map Number 5N28A00000500 and is recorded in the land records of the Clerk’s Office of the County of Umatilla, Oregon on Reel 380, at Page 574.

The Grantor represents and warrants to the Grantee that Grantor is the true and lawful owner of the Burdened Property and has full right and power to grant and convey the rights conveyed herein and will defend the same unto the Grantee against the adverse claims of all persons.

Grantee hereby reserves the right to use said Easement Area for non-exclusive utility line and easement purposes.

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Each party shall protect, indemnify, defend and hold the other party, their agents, customers, employees and invitees (collectively, the "**Indemnified Parties**") harmless from and against any and all third party claims for loss, damage, liability, injury to person or property, including reasonable cost and expense incurred by the Indemnified Parties on account of any claim or assertion of liability arising or alleged to have arisen out of the negligence or willful misconduct of the indemnifying party. An Indemnitor's indemnification obligations hereunder shall not be applicable to any claims to the extent caused by the negligence, intentional acts or omissions or willful misconduct of the Indemnified Persons.

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The City of Umatilla
PO Box 130
Umatilla OR 97882

If to Grantee:

MetroDuct Systems VA LLC
c/o Team Fishel
8093 Elm Drive
Mechanicsville, VA 23111
Attn: Legal Department

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This Easement may only be amended by written instrument executed by the then current owners of the Burdened Property and Grantee.

Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.

(Signature page to follow)

EXECUTED as of the day and year first above written.

GRANTOR:

GRANTEE:

MetroDuct Systems VA LLC,
a Virginia limited liability company

By: _____
(Grantor Signature)

By: _____
(Grantee Signature)

(Grantor Printed)

(Grantee Printed)

Title: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF _____

SS:

CITY/COUNTY OF _____

This record was acknowledged before me on (date) _____, 20____ by

_____.

Notary Public - State of _____

(Official Stamp)

My commission expires: _____

Notary Registration Number: _____

STATE OF _____

SS:

CITY/COUNTY OF _____

The forgoing instrument was acknowledged before me this ____ day of _____, 20____,

by _____, who is the _____ of

(Name of Signatory)

(Title)

The City of Umatilla, on behalf of the body corporate and politic.

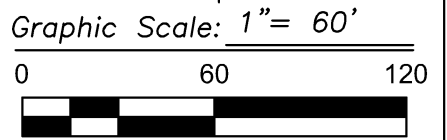
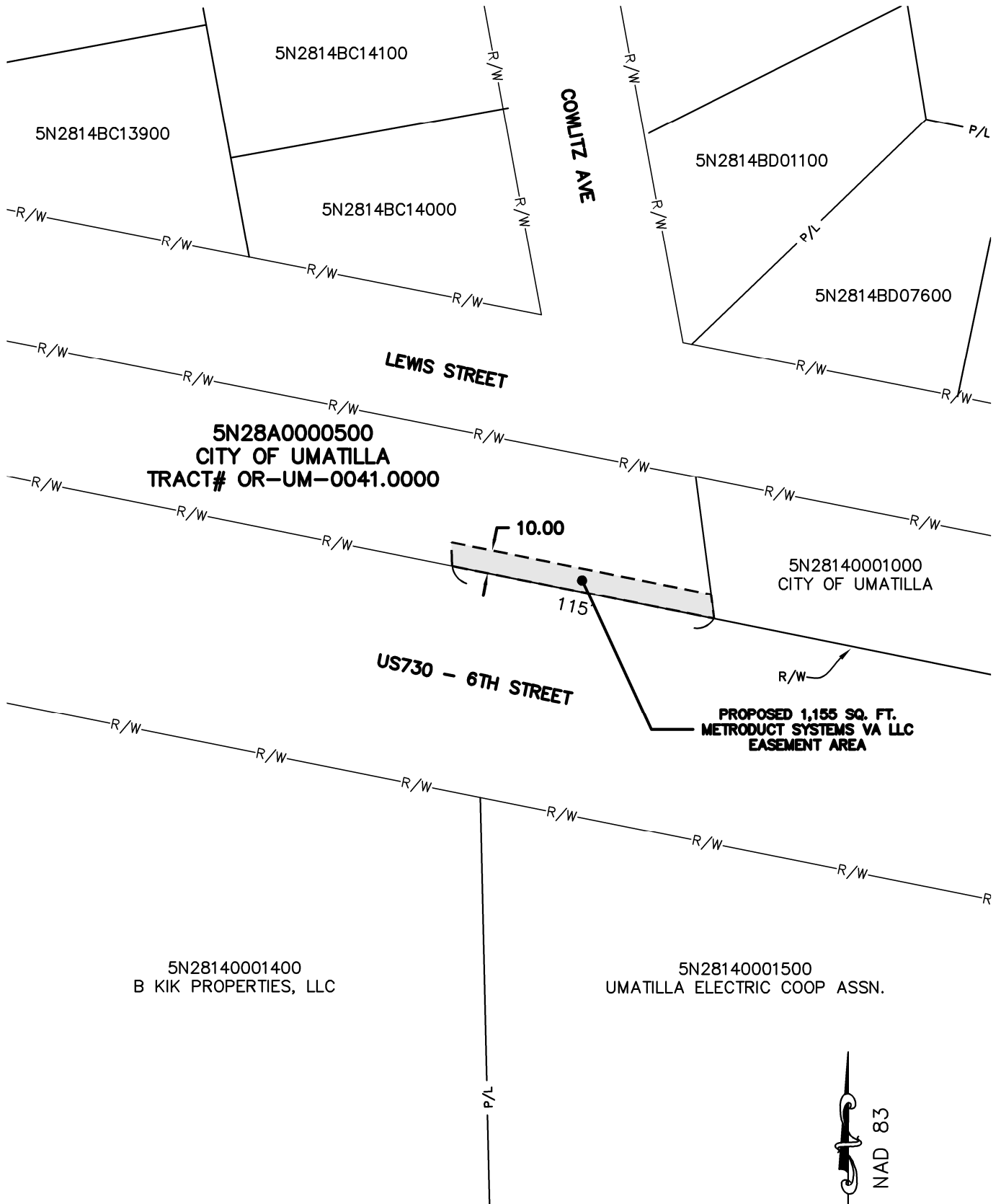
Notary Public (Name)

Notary Public (Signature)

My commission expires: _____

Notary Registration Number: _____

EXHIBIT "A"



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MetroDuct Systems VA LLC

Exhibit Plat for METRODUCT SYSTEMS VA LLC. Showing a
10' Easement Across The Property Of
CITY OF UMATILLA
 Located in Umatilla County, Oregon

TOTAL EASEMENT AREA:	1,155 Sq. Feet
PLAT No.	MDS-22-41
WORK ORDER	2022-CIVIL-BUILD
LOCATION	UMATILLA UMATILLA
COUNTY	UMATILLA
STATE	OREGON

DATE 5/31/2022	ENGINEER BS	PAGE 5 OF 5		CK'D BY BYS	TRACT No. OR-UM-0041.0000
SCALE 1"=60'	TECHNICIAN MB				SHT 01 Of 01

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 40-2022 - A resolution authorizing Community Development Director Brandon Seitz authority to sign a purchase agreement for the purchase of a Manufactured Home to be used as the primary general building for Project PATH.	Meeting Date: 2022-06-07
--	------------------------------------

Department: Community Development	Director: Brandon Seitz	Contact Person: Esmeralda Perches	Phone Number:
---	-----------------------------------	---	----------------------

Cost of Proposal: 85,000.00 Amount Budgeted: 85,000.00	Fund(s) Name and Number(s): General Fund - 01
---	---

Reviewed by Finance Department: Yes	Previously Presented: 05/23/2022
---	--

Attachments to Agenda Packet Item:

[Resolution_40-2022.docx](#)

Summary Statement: Motion to approve Resolution No. 40-2022. The Umatilla City Council, Hermiston City Council and Umatilla County Commissioners hosted a special joint meeting on May 23, 2022 to discuss Project PATH (Practical Assistance through Transitional Housing). One of the needs of the PATH facility is a general office and common area building. This manufactured home meets that need. Additionally, the purchase of this manufactured home will be reimbursed by a private party in recognition of their support of Project PATH. This reimbursement, which includes the purchase price and all associated relocation and connection fees will occur no later than November 30, 2022.

Consistent with Council Goals: Goal 3: Enhance and Cultivate Relationships and Partnerships.
--

RESOLUTION NO. 40-2022

A RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO SIGN A MANUFACTURED HOME PURCHASE AGREEMENT.

WHEREAS, the purchase of the Manufactured Home and its subsequent installation at the Project PATH (Practical Assistance through Transitional Housing) location will significantly assist the PATH partners in reaching their facility required goals; and

WHEREAS, the City presented to the Umatilla City Council, Hermiston City Council and Umatilla County Commissioners at the special joint meeting held in Hermiston, OR on May 23, 2022 the general goals, concepts, and operations of Project PATH and specifically mentioned the purchase and installation of a manufactured home to be relocated to the PATH location and refurbished to meet the facility's needs; and

WHEREAS, the City, agreed to the purchase price of \$85,000 for the purchase of the 1997 Guerdon Manufactured Home, serial number GDSTOR419618563; and

WHEREAS, City Council authorizes Umatilla Community Development Director Brandon Seitz to sign a Mobile Home Purchase Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UMATILLA:

1. Community Development Director Brandon Seitz is authorized to sign a Mobile Home Purchase Agreement and all necessary amendments and corresponding documents for a purchase price of \$85,000 to finalize the purchase of the 1997 Guerdon Manufactured Home, currently located on Tax Lot 400, Assessors Map 5N2832 (TLID # 5N28320000400).

PASSED by the Council and **SIGNED** by the Mayor this 7th day of June, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

AGENDA BILL

Agenda Title: Resolution No. 41-2022 - A Resolution authorizing the City Manager to execute a Municipal Water Pipeline Easement Agreement from Cleaver Land LLC to establish a Municipal Water Pipeline Easement.	Meeting Date: 2022-06-07
---	------------------------------------

Department: Community Development	Director: Brandon Seitz	Contact Person: Brandon Seitz	Phone Number:
---	-----------------------------------	---	----------------------

Cost of Proposal: \$195,000.00	Fund(s) Name and Number(s): General Fund - 01
Amount Budgeted: \$195,000.00	

Reviewed by Finance Department: Yes	Previously Presented: 2/1/2022
---	--

Attachments to Agenda Packet Item:

[Resolution_41-2022.docx](#)

[Resolution 41-2022 \(Exhibit 1\).pdf](#)

Summary Statement: Staff recommends approval of Resolution No. 41-2022.

Consistent with Council Goals: Goal 2: Promote Economic Development and Job Growth.

RESOLUTION NO. 41-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXERCISE A MUNICIPAL WATER PIPELINE EASEMENT AGREEMENT FROM CLEAVER LAND LLC TO ESTABLISH A MUNICIPAL WATER PIPELINE EASEMENT

WHEREAS, the Umatilla City Council adopted Ordinance No 828 amending the City's Comprehensive Land Use Plan by adopting an exception to statewide planning Goal 11 to allow the extension of City services to serve property located outside of the City's Urban Growth Boundary (UGB); and

WHEREAS, the Umatilla City Council adopted Ordinance No 850 which was co-adopted by the Umatilla County Board of Commission Ordinance No 2021-08 to expand the City's UGB to add 146.69 acres to the City's UGB; and

WHEREAS, the Umatilla City Council adopted Ordinance No 849 to change the plan and zoning designation of 294 acres of property from Single-Family Residential to Light Industrial, to create approximately 440 acres of vacant developable industrial land, commonly known to as the South Hill Industrial Park; and

WHEREAS, the Umatilla City Council Approved Resolution No 16-2022 authorized Umatilla City Manager David Stockdale to exercise an option agreement to purchase 233.99 acres of industrial land within the newly created South Hill Industrial Park; and

WHEREAS, the Umatilla City Council directed City Manager Stockdale to negotiate a purchase and sale agreement to sell City owned property at their February 1, 2022 council meeting; and

WHEREAS, the proposed Municipal Water Pipeline Easement is necessary to facilitate the extension of City utility services to properties located outside the City's UGB as allowed by Ordinance No 828; and

WHEREAS, the proposed Municipal Water Pipeline Easement is necessary to create a utility corridor to establish sewer, potable water, and raw river water pipelines and other underground future utilities to facilitate development at the Columbia Development Authority and for industrial, commercial, and residential utility development within the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UMATILLA:

1. City Manager Stockdale is authorized to execute a Municipal Water Pipeline Easement Agreement, attached as Exhibit 1, and other documents necessary for the purchase of a Municipal Water Pipeline Easement for the purchase price of One Hundred and Ninety-Five Thousand and 00/100 Dollars (\$195,000.00).

PASSED by the Council and **SIGNED** by the Mayor this 7th day of June, 2022.

Mary Dedrick, Mayor

ATTEST:

Nanci Sandoval, City Recorder

Resolution No 41-2022 Exhibit 1

<p><i>After Recording Return To:</i> CITY OF UMATILLA 700 6TH ST. P.O. BOX 130 UMATILLA, OR 97882</p> <p><i>Address of Cleaver Land(s):</i> CLEAVER LAND, LLC 78757 WESTLAND RD HERMISTON, OR 97838</p> <p><i>Address of City(s):</i> CITY OF UMATILLA 700 6TH ST. P.O. BOX 130 UMATILLA, OR 97882</p> <p><i>Until a change is requested, all tax statements shall be sent to the following address:</i> NO CHANGE</p>	<p>(Space Reserved for Recorder's Use)</p>
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MUNICIPAL WATER PIPELINE EASEMENT AGREEMENT (IN GROSS)

This Municipal Water Pipeline Easement Agreement (“Agreement”) is made and entered into this 3rd day of June, 2022 (“Effective Date”) by and between Cleaver Land LLC, an Oregon limited liability company (“Cleaver Land”), and the City of Umatilla, an Oregon municipal corporation, and (“City”), which are referred to collectively as the “Parties.”

RECITALS

A. Cleaver Land is the record owner of three adjacent parcels of real property identified as Tax Parcels 500 (Map 5N 28 32), 2900 (Map 5N 28), and 600 (Map 5N 27) in the records of the Umatilla County Assessor, Umatilla County, State of Oregon, the legal descriptions of which parcels are attached hereto as Exhibit A (the “Cleaver Land Property”); and

B. City needs a permanent easement in gross to be located on and within portions of the Cleaver Land Property for City’s periodic inspection, operation, maintenance, repair, and replacement of a sewer pipeline, a potable water pipeline, and a raw river water pipeline.

C. Cleaver Land agrees to grant to City on, within, under, and across the Cleaver Land Property a non-exclusive permanent easement for a sewer pipeline, a potable water pipeline, and a raw river water pipeline and other necessary related easements described herein subject to the terms, conditions and covenants set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the performance by Cleaver Land and City of the covenants, agreements, conditions and stipulations contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement by this reference.

2. Grant of Permanent and Temporary Easements.

2.1 Permanent Easement. Cleaver Land hereby grants and conveys to City a perpetual, non-exclusive easement (the "Permanent Easement") for City and, additionally, City's agents, employees, officers, consultants, and contractors (collectively, "City Parties") development, placement, construction, installation, operation, use, maintenance, repair, and replacement of an (a) underground sewer pipeline, (b) an underground potable water pipeline, and (c) an underground raw river water pipeline (collectively, the "City Pipelines"), and all related or ancillary underground facilities or appurtenances thereto and all related or ancillary above-ground air and vacuum relief valves, blow-off valves and related facilities (collectively, the "City Pipeline Facilities"), for the conveyance of sewer water, potable water, and raw river water *via* the City Pipeline Facilities under and through those portions of the Cleaver Land Property, and which easement shall consist of an area 60 feet in width, which area is legally described and depicted in attached Exhibits B and B-1, Exhibits C and C-1, and Exhibits D and D-1, (collectively, the "Permanent Easement Area").

2.2 Temporary Construction Easement. Following the execution and recording of this Agreement, the Parties agree that Cleaver Land shall convey to City a temporary easement (the "Temporary Construction Easement") for the City Parties for staging and storage of construction equipment and materials in connection with the development, placement, construction, installation, operation, maintenance, repair, and replacement of the above-referenced underground and above-ground City Pipeline Facilities upon the Cleaver Land Property, which easement shall consist of areas as agreed to between the Parties that are both of sufficient size and are adjacent to sufficient portions of the Permanent Easement Area for the City Parties' use (collectively, the "Temporary Construction Easement Areas"). The Temporary Construction Easement may only be exercised by the City during the period until the City's completion of the initial City Pipeline Facilities; and thereafter, only during the City's maintenance, repair, or replacement of the City Pipeline Facilities. City and City Parties may remove trees, shrubs, brush, other plants and vegetation, or other obstructions and other materials within the Temporary Construction Easement Areas to the extent they unreasonably interfere with City's rights conveyed herein.

3. Permanent Easement for Use of Private Roadway for Access, Ingress, and Egress. The City Parties shall have the right to use the existing farm road located along the northern boundary of the Cleaver Land Property and, to the extent necessary as additionally authorized by Cleaver Land, other private roadways existing from time to time

on the Cleaver Land Property, for vehicle and equipment access, ingress, and egress to and from the Permanent Easement Area and, as applicable, the Temporary Construction Easement Area.

4. Maintenance. While this Agreement is in effect, City shall maintain its improvements on and within the Permanent Easement Area.

5. Restoration. To the extent City alters portions of the Permanent Easement Area where City has not installed any permanent improvements, City will restore such portions of the Permanent Easement Area to like kind or better condition.

6. Compensation for Damages to Crops or Existing Site Improvements. It is the City's intention that all future construction, installation, operation, maintenance, repair, and replacement of the City Pipeline Facilities or use of the private roadways occurs *within* the annual fallow period occurring from October 1 through March 1 of the following year (the "Operation and Maintenance Period"), with the City's initiation of the construction of the City Pipeline Facilities to begin October 1, 2022 (the "Initial Construction Period") provided, however, if the City causes damage to Cleaver Land's crops or Cleaver Land's existing site improvements located on the Cleaver Land Property *within* or outside of the the Permanent Easement Area, or within or outside the Operation and Maintenance Period then the City agrees to compensate Cleaver Land or its lawful successor(s) for such damages to affected existing site improvements and to affected crops with such compensation to be paid by the City following the completion of the then-existing crop year and, with respect to crop loss, in an amount that reflects the local commodity price as of the date of harvest. However, in any future year following the initial completion of the City Pipeline Facilities when Cleaver Land has shown in good faith that it planned to plant crops in the Permanent Easement Area during the "Operation and Maintenance Period," but later cannot do so due to the City's need for the use of such area for the maintenance, repair, or replacement of any component of the City Pipeline Facilities, the City shall pay Cleaver Land the profit Cleaver Land would have made on the crop it would have otherwise planted with such amount again to be calculated based on the local commodity price of the crop at the time such crop would have been subject to harvest.

7. Intent to Confirm in City a Continuous Uninterrupted Pipeline Easement. It is the intent of the Parties in this Agreement that City's Permanent Easement consists of and shall be maintained as a continuous, uninterrupted easement on, over, under and within those affected portions of the Cleaver Land Property. If for some reason the Permanent Easement Area described herein does not describe and confirm in the City Parties a continuous uninterrupted easement of a nature and location for the purposes described in this Agreement, then the parties shall modify this Agreement so such easement is described and shall become a part of this Agreement.

8. Other Agreements and Covenants Concerning Easements. The Parties agree and covenant as follows concerning the easements granted herein, the use of such easements and the Cleaver Land Property, and agree that these terms and covenants shall take precedence

over any contrary or inconsistent easements currently encumbering the Cleaver Land Property:

8.1 The City Pipeline Facilities may run on, across, through and under the fields on the Cleaver Land Property in the locations described in the centerline easements set forth herein, but the top and, therefore, the most upper surface of the City Pipelines themselves must be no less than four (4) feet below grade of the surrounding ground as existing prior to any disturbance by City. If at any time while this Agreement is in effect, wind erosion or animal paths cause the City Pipelines to be less than 3.5 feet below the grade of the surrounding ground, the City shall promptly remedy that condition by adding soil made available by Cleaver Land from its property so that the pipelines are at least 3.5 feet below the grade of the surrounding ground with no abrupt edges or contours. Cleaver Land shall immediately notify the City if it appears wind is eroding soil over the City Pipelines and causing their depth to be less than 3.5 feet.

8.2 Blow-off valves and related concrete vaults, and the air and vacuum relief valves and related concrete pads and vents, and all other City Pipelines appurtenances which are above the top of the buried City Pipelines, shall be located outside all pivot circles and at least 75 feet from the outer ends of the presently existing pivot circle irrigation machines and at least 25 feet from the center line of any existing improved or unimproved roadway or access road.

8.3 If (a) Cleaver Land determines that any City Pipelines appurtenance needs to be moved to accommodate changes in use of the Cleaver Land Property including, but not limited to, modifications of Cleaver Land's irrigation systems, and if (b) such appurtenance can be moved consistent with applicable law and permits *and* with minimal disruption of the City Pipeline Facilities' operation as determined by the City, and (c) the City Pipeline appurtenance(s), as moved, will necessarily operate as well or better than the original configuration of such facilities, the City shall move the affected appurtenance and complete any required modification to the appurtenance as necessary, provided, however, that Cleaver Land shall reimburse the City for all of its costs and expenses incurred as a result of the City's need to so move and complete such modifications to the appurtenance to the City Pipelines.

8.4 All above-ground appurtenances to the City Pipelines must be protected and marked in a good and sufficient way using good pipeline marking practices and plastic materials, which are flexible and can withstand wind and abuse from animals, and shall be maintained in good condition and repair and clearly visible at all times.

8.5 All appurtenances to the City Pipelines of every kind including, but not limited to, the concrete blow-off vaults and valves, and the air and vacuum relief vents and their concrete pads, shall be protected by good and sufficient and strong reinforced cement protective bollards at least 18 inches in diameter, which are at least four feet in the ground and at least five feet above ground. Such bollards shall be spaced so they are within five feet of each other and completely surround the City Pipeline appurtenances.

8.6 The City shall mark the location of the City Pipelines in a good and sufficient way using good pipeline marking practices and plastic materials, which are flexible and can withstand

wind and abuse from animals, so the location of the City Pipelines can be readily determined, and shall keep and maintain such markers in good condition and repair and clearly visible at all times. The City shall only mark the location of the City Pipelines on the Cleaver Land Property beyond any applicable pivot circle.

8.7 In digging the pipeline trenches that will go through existing cropland, the City shall use reasonable efforts to set aside the topsoil from the overburden soil and rocks and fill the trench with the rocks and overburden soil first and place the topsoil on last.

8.8 After the City is completed with any work which disturbed the soil on the Cleaver Land Property, the City shall use due and diligent efforts to stop any erosion of such disturbed soil due to wind, rain, snow, ice or other elements, and if appropriate shall place a good and sufficient straw or old hay mat over the affected areas, and seed the area with appropriate seeds and fertilization. If the City's erosion prevention methods are not effective, the City shall continue its efforts until they are successful or until two years after the completion of installation of the City Pipeline Facilities, whichever occurs first.

8.9 Any fences taken down or disturbed by the City's work on the Cleaver Land Property shall be restored to their pre-existing or better condition.

8.10 Access Requirements.

8.10.1 The City may only access the Permanent Easement Area for inspection purposes during daylight hours, except during initial construction, repairs, and replacement when it may access the property between the hours of 7 AM and 7 PM. In the event of an emergency the City may access the Permanent Easement Area at any time.

8.10.2 While using Cleaver Land's private roadways, the City shall shut all gates immediately after going through them unless attended and never leave unattended gates open at any time.

8.10.3 During any work, the City may not block any roads utilized on the Cleaver Land Property without providing good and sufficient and passable bypass roads for all vehicles around the blocked road.

9. City Operation, Maintenance, Repair and Compliance with Applicable Law. The City will operate and maintain the City Pipeline Facilities in a manner consistent with prudent industry practice and shall comply with all local, state, and federal rules, laws, ordinances, and requirements regarding its maintenance and use of the Permanent Easement Area and must obtain any and all required permits and licenses at its sole cost and expense.

10. Cleaver Land Operation, Maintenance and Repair. Cleaver Land will be solely responsible for operation and maintenance of facilities on the Cleaver Land Property to the extent such facilities are operated for the benefit of Cleaver Land.

11. Indemnification; Limitation of Liability. Subject to the limits of the Oregon Tort Claims Act, City will indemnify, defend and hold Cleaver Land and Cleaver Land's agents,

contractors, consultants, licensees or invitees (collectively “Cleaver Land Parties”) harmless from and against any and all claims arising from or in connection with the use of or damage to the City Pipeline Facilities or related appurtenances. This indemnification will not apply to the extent the claim or loss is attributed to the negligent or intentionally harmful acts of Cleaver Land or Cleaver Land Parties.

12. Imposition of Regulatory Fines, Penalties, or Other Sanctions. If the Oregon Department of Environmental Quality or any governmental body seeks to impose or imposes any fines, penalties or other sanctions against Cleaver Land arising out of Cleaver Land’s or the Cleaver Land Parties’, or the Cleaver Land’s tenants breaking the City Pipelines or its appurtenances, the City shall defend, indemnify and hold Cleaver Land, the Cleaver Land Parties, and Cleaver Land’s tenants harmless therefrom unless the break is intentionally caused or caused through gross negligence of Cleaver Land, the Cleaver Land Parties, or Cleaver Land’s tenants.

13. Damage to Private Roadways. If the City damages any roads or routes on the Cleaver Land Property during any use of the Temporary Construction Easement or Permanent Easement, the City shall promptly repair the damage and restore the road and property to substantially the same or a better condition than when it was damaged.

14. Maintenance of Easement Areas. After the completion of work in the Permanent Easement Area or Temporary Construction Easement Areas, the City shall remove any waste debris, materials or other personal property or foreign material brought on the easement areas by the City or City Parties during the work.

15. Additional Easements and Approvals for Air and Vacuum Relief Valves and Related Pipelines.

15.1 If any additional land use approval is needed for additional pipeline easements to valves and for valves, then Cleaver Land shall cooperate with the City in applying for that approval and shall sign reasonable applications related thereto with no cost to Cleaver Land and Cleaver Land shall not object to the granting of any such land use approval as may be required.

15.2 Cleaver Land hereby grants City an easement for the air, sound and water emitting from the air and vacuum relief valves during their operation, with small amounts of water allowed to run onto the Cleaver Land Property from the valves. If any water discharged from the valves onto the ground causes any damage to Cleaver Land or its property, the City shall promptly repair the damage or compensate Cleaver Land for the damage.

16. Insurance. During the term of this Agreement, City shall carry, and require its agents and contractors to carry, worker’s compensation insurance as required by applicable law and commercially reasonable comprehensive liability coverage in connection with any and all of City’s acts and/or omissions including, without limitation, for injury to or death of any person or

persons and for damage to property occasioned by or arising out of any act, omission, and/or use of the Permanent Easement Area by City or a City Party.

17. Breach of Obligation. Neither party shall be considered in default under this Agreement for a failure to perform its obligations under this Agreement unless such failure continues more than ten (10) days after written notice to the other party of its failure to perform its obligations under this Agreement. To the extent the failure is of the type that cannot be cured within the ten (10) days, the party shall not be considered in default if the failure is not cured within the ten (10) days after such notice provided that the party commences to cure such failure within such period and diligently and continuously completes the cure of such failure within a reasonable period of time. If any party shall be in default of such party's obligations under this Agreement, the other party shall be entitled to require performance of the obligations by suit for specific performance or, where appropriate through injunctive relief, or an action for damages or amounts due but not paid. Such remedies shall be in addition to any other remedies afforded under Oregon law.

18. Notices. All notices, approvals, consents or requests given or made pursuant to this Agreement shall be deemed delivered (a) upon receipt by personal delivery when written acknowledgment of receipt thereof is given, (b) if given by United States mail, certified mail, return receipt requested, with postage prepaid, two days after it is deposited in the mail, or (c) if given by a nationally recognized overnight carrier prepaid for next business day delivery on designated by notice in the manner provided in this paragraph to all other parties:

If to City: City of Umatilla
Attn: City Manager
700 6th Street
P.O. Box 130
Umatilla, OR 97882

If to Cleaver Land: Physical Address:
Cleaver Land, LLC
78757 Westland Rd
Hermiston, OR 97838

Mailing Address:
Cleaver Land, LLC
P.O. Box 1191
Hermiston, OR 97838

19. Authority. Each person executing this Agreement on behalf of one of the Parties represents and warrants that he or she has authority to execute this Agreement.

20. Warranties and Representations.

20.1 Cleaver Land warrants and represents to City that Cleaver Land is the fee owner of the real property all easements herein are granted upon, and that Cleaver Land is fully

empowered to make the grant of these easements and make the covenants and agreements herein.

20.2 This Agreement expresses the full and complete terms and conditions of the easements, covenants and agreements made and agreed to between the Parties. There are no other agreements or understandings concerning these easements, covenants and agreements of any nature whether written, oral or otherwise.

21. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

22. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby. The remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included. It shall not be deemed that any such invalid provision affects the consideration for this Agreement.

23. Recording. This Agreement shall be recorded in the real property records of Umatilla County, Oregon. The City will pay the recording fees.

24. Amendment. This Agreement may be amended only by an instrument in writing signed by both Cleaver Land and City and recorded against the Cleaver Land Property.

25. Attorneys' Fees. In the event of any action by the Parties concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs and expenses of enforcing its rights hereunder, including actual experts', consultants', and attorneys' fees, and all professional fees incurred by the prevailing party with respect to such action.

26. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of laws and, in the event of any litigation arising out of this Agreement, the Parties stipulate and agree that the venue of any such action shall lie in the Circuit Court of Umatilla County, State of Oregon.

27. Runs With the Land; Time of the Essence. This Agreement shall run with the land and be binding upon, inure to the benefit of, and be enforceable by the Parties and the respective successors and assigns of the parties to this Agreement. Time is of the essence with respect to the performance of the obligations of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

CLEAVER LAND:

Cleaver Land, LLC,
an Oregon limited liability company

CITY:

CITY OF UMATILLA,
an Oregon municipal corporation

By: _____
Alan Cleaver, Managing Member

By: _____
David Stockdale, City Manager

STATE OF OREGON
County of Umatilla

This record was acknowledged before me on this ____ day of June, 2022 by Alan Cleaver,
managing member, Cleaver Land, LLC, an Oregon limited liability company.

Notary Public – State of Oregon

STATE OF OREGON
County of Umatilla

This record was acknowledged before me on this ____ day of June, 2022 by David Stockdale,
City Manager of the City of Umatilla, an Oregon municipal corporation.

Notary Public – State of Oregon

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTANCE

Pursuant to resolution adopted by the Council of the City of Umatilla, this Municipal Water Pipeline Easement Agreement is hereby accepted and approved this ____ day of June, 2022.

CITY OF UMATILLA

By: _____
David L. Stockdale, City Manager

DRAFT

Exhibit A

Tax Parcel 500 (Map 5N 28 32)

TOWNSHIP 5 NORTH, RANGE 28, E.W.M.

Section 32: West Half of the Southwest Quarter

Tax Parcel 2900 (Map 5N 28)

TOWNSHIP 5 NORTH, RANGE 28, E.W.M.

Section 31: South Half

Tax Parcel 600 (Map 5N 27)

TOWNSHIP 5 NORTH, RANGE 27, E.W.M.

Section 36: Southeast Quarter

Excepting from the above described lands any portion lying within the US I-82 and County Road Right-of Ways.

All being East of the Willamette Meridian, Umatilla County, Oregon.

EXHIBIT B

PROPOSED 60.00-FOOT-WIDE UTILITY EASEMENT LEGAL DESCRIPTION FOR THE CITY OF UMATILLA, A PORTION OF TAX PARCEL 500

A utility easement located in a portion of the Cleaver Land, LLC parcel as described in Instrument No. 2011-5770267, Records of Umatilla County, Oregon, lying in a portion of the West-half of the Southwest quarter of Section 32, Township 5 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and described as follows;

A 60.00-foot-wide utility easement for the installation, operation, maintenance, renewal and replacement of utility lines and structures, under and across the following described parcel of land;

The North 60.00 feet of the West-half of the Southwest quarter of said Section 32 lying West of the Westerly right-of-way line of Powerline Road.

Containing: 1.82 acres, more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

Exhibit B-1

PROPOSED 60-FT UTILITY EASEMENT LOCATED IN SECTION 32, TOWNSHIP 5 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN CITY OF UMATILLA, UMATILLA COUNTY, OREGON A PORTION OF TAX PARCEL 500

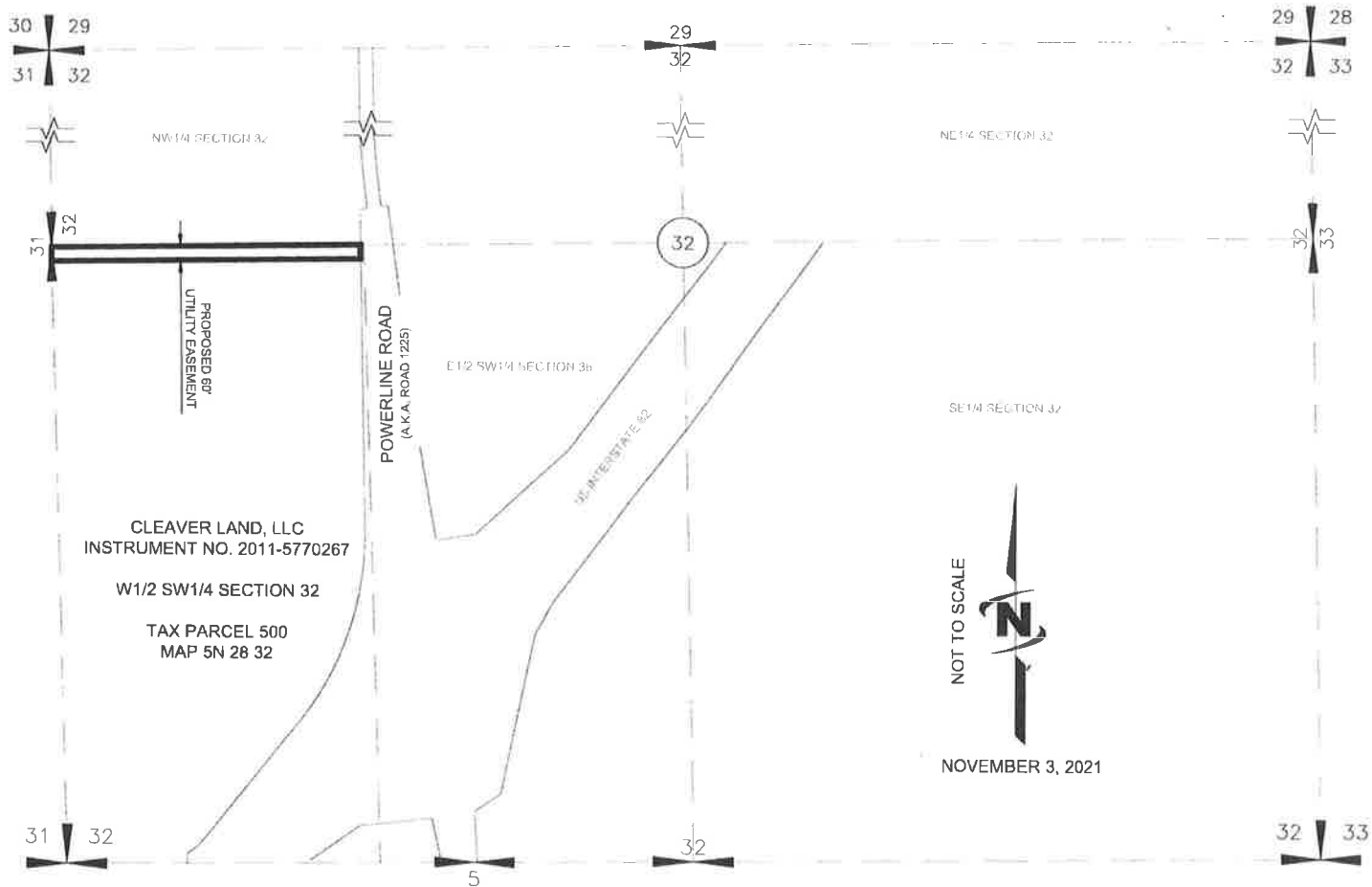


EXHIBIT C

PROPOSED 60.00-FOOT-WIDE UTILITY EASEMENT LEGAL DESCRIPTION FOR THE CITY OF UMATILLA, A PORTION OF TAX PARCEL 2900

A utility easement located in a portion of the Cleaver Land, LLC parcel as described in Instrument No. 2011-5770267, Records of Umatilla County, Oregon, lying in a portion of the South-half of Section 31, Township 5 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and described as follows;

A 60.00-foot-wide utility easement for the installation, operation, maintenance, renewal and replacement of utility lines and structures, under and across the following described parcel of land;

The North 60.00 feet of the South-half of said Section 31.

Containing: 7.32 acres, more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

Exhibit C-1
PROPOSED 60-FT UTILITY EASEMENT
 LOCATED IN SECTION 31, TOWNSHIP 5 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN
 CITY OF UMATILLA, UMATILLA COUNTY, OREGON
 A PORTION OF TAX PARCEL 2900

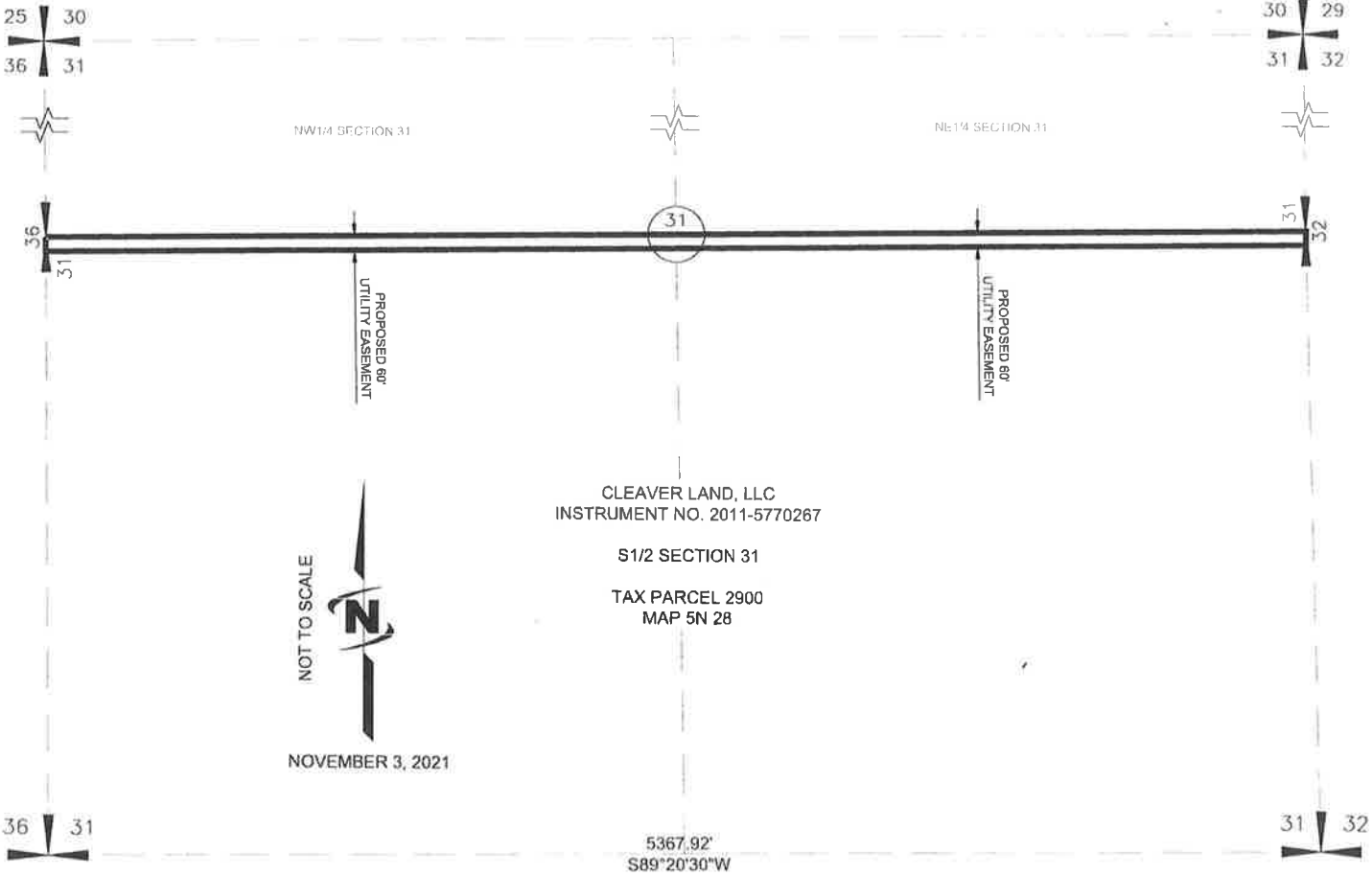


EXHIBIT D

PROPOSED 60.00-FOOT-WIDE UTILITY EASEMENT LEGAL DESCRIPTION FOR THE CITY OF UMATILLA, A PORTION OF TAX PARCEL 600

A utility easement located in a portion of the Cleaver Land, LLC parcel as described in Instrument No. 2011-5770267, Records of Umatilla County, Oregon, lying in a portion of the Southeast quarter of Section 36, Township 5 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and described as follows;

A 60.00-foot-wide utility easement for the installation, operation, maintenance, renewal and replacement of utility lines and structures, under and across the following described parcel of land;

The North 60.00 feet of the Southeast quarter of said Section 36.

Containing: 3.65 acres, more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

Exhibit D-1
PROPOSED 60-FT UTILITY EASEMENT
 LOCATED IN SECTION 36, TOWNSHIP 5 NORTH, RANGE 27 EAST, WILLAMETTE MERIDIAN
 CITY OF UMATILLA, UMATILLA COUNTY, OREGON
 A PORTION OF TAX PARCEL 600

