

AFTER RECORDING RETURN TO:

Attn: Clint Spencer

City of Hermiston

180 NE 2nd St.

Hermiston OR 97838

Grantor: City of Hermiston, an Oregon municipal corp.

Grantee: Louis D. and Larry D. Hanson

Send all Tax Statements to:

City of Hermiston

180 NE 2nd St.

Hermiston OR 97838

EASEMENT FOR ENCROACHMENT

THE CITY OF HERMISTON, an Oregon Municipal Corporation, Grantor, conveys to Louis D. Hanson and Larry D. Hanson, Grantee, an easement for encroachment, the purpose of which is to allow Grantee's Water Well to encroach within a certain portion of Grantor's right-of-way for SE 10th Street as described below.

RECITALS

A. Pursuant to City of Hermiston Ordinance No. 2015, enacted May 21, 2001, Grantor vacated a certain portion of SE 10th Street, Hermiston, OR., in exchange for Grantee dedicating the necessary right-of-way for the realignment of SE 10th Street, Hermiston, OR., as set out in the Dedication Deed dated June 22, 2001, and recorded in the deed records of Umatilla County, R398-0014, Document #2001-3980014, on 09-27-01.

B. Grantor intends to develop SE 10th Street and discovered that a small portion of Grantee's water well extends approximately eleven feet wide in and along the SE 10th Street right-of-way.

C. Grantor has determined that this easement may be granted without detriment to the public use purposes for which the right-of-way was dedicated to Grantor.

AGREEMENTS

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grant of Easement: Grantor conveys and grants to Grantee an easement for encroachment of the water well over and along that portion of Grantor's right-of-way described in the attached Exhibits A and B.

2. Duration: This easement shall remain in force and effect only so long as the existing water well remains in use, and, upon its replacement, all rights of Grantee hereunder shall cease and any new structure shall be built outside of the SE 10th St. Right-of-way described in Exhibits A and B.

3. Grantor Not Liable: Grantee shall defend, indemnify and hold harmless Grantor from any loss, claim or liability arising out of or attributable to use of this easement by Grantee or any other party, including any such loss, claim or liability that may be caused or contributed to in whole or in part by Grantor's repair or maintenance of the SE 10th Street right-of-way appurtenant to Grantee's water well.

4. Binding Effect: This easement shall be binding upon and inure to the benefit of the

respective parties.

Dated this 5 day of April, 2021.

GRANTOR:
CITY OF HERMISTON,
an Oregon Municipal Corporation

GRANTEE:
Louis D. Hanson
Larry D. Hanson

By: _____
David Drotzmann, Mayor

Louis D. Hanson
Louis D. Hanson

ATTEST:

Larry D. Hanson
Larry D. Hanson

Lilly Alarcon-Strong, CMC, City Recorder

STATE OF OREGON, County of Umatilla) ss.

Personally appeared this ____ day of _____, 2021, the above David Drotzmann, as Mayor, acknowledged the foregoing instrument to be his voluntary act and deed on behalf of the City of Hermiston.

Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Umatilla)

Personally appeared before me on _____, 2021, the above-named Lilly Alarcon-Strong, as City Recorder, and acknowledged the foregoing instrument to be her voluntary act and deed on behalf of the City of Hermiston.

Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Umatilla)

Personally appeared before me on April 5, 2021, the above-named Louis D. Hanson and acknowledged the foregoing instrument to be his voluntary act and deed.



Heather KP Labeau

Notary Public for Oregon

STATE OF OREGON)

) ss.

County of Umatilla)

Personally appeared before me on April 5, 2021, the above-named Larry D. Hanson and acknowledged the foregoing instrument to be his voluntary act and deed.



Heather KP Labeau

Notary Public for Oregon

Attachments: Exhibits A & B.

FILE No. 736-110-WELL-EASE-ExA.docx
10TH ST ROW
CITY OF HERMISTON – AP (JAM) 03-08-21

Parcel 1

A parcel of land located in the Southwest One-quarter of Section 13, Township 4 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon and being a portion of that property described in that Dedication Deed to the City of Hermiston, recorded September 27th, 2001, as Document No. 2001-3980014 of Umatilla County Records; said Parcel 1 being a strip of land 11.00 feet in width, said 11.00 foot wide strip lying Northwesterly of and coincident with the following described line:

Beginning at a point on the Southeasterly right-of-way line of Southeast 10th Street (AKA Hanson Street) and the **True Point of Beginning** of this description, from which a brass cap marking the Southwest corner of said Section 13 as shown on Partition Plat 2002-43, bears S18°41'01"W, 382.81 feet; thence along said right-of-way N40°00'42"E, 20.00 feet to the terminus of this description, from which a 5/8" rebar a with yellow plastic cap marked "Edwards 751" marking the Northerly most corner of Parcel 2 of Partition Plat 2002-43 recorded as Document No. 2002-4270130, said Umatilla County Records, bears N40°00'42"E, 45.97 feet.

Parcel 1 contains 220 square feet, or 0.005 acres, more or less.

Said Parcel 1 being **subject to** Easements, Reservations, Covenants and Restrictions of Record or In View.

Bearings and distances are based on the Oregon State Plane Coordinate System, North zone, NAD83(2011).

For purposes of this description, said Southwest corner of Section 13 bears S21°46'31"W, 444.91 feet from said 5/8" rebar with yellow plastic cap. All as shown on Exhibit B, the easement sketch attached to this description.



EXPIRES: 12/31/22

Signed: 3/9/21

