

**RESOLUTION NO. 1541
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION APPROVING A REVOCABLE LICENSE FOR THE USE OF REAL
PROPERTY**

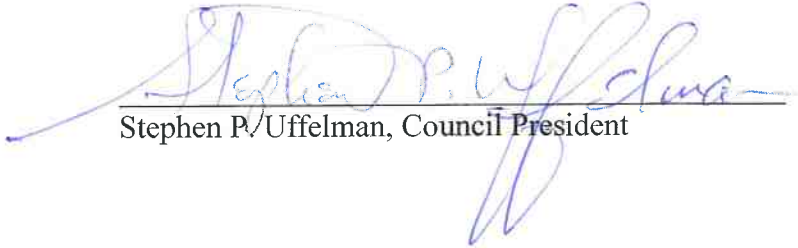
Whereas, the City of Prineville (“City”) requires a license to conduct geotechnical investigative borings and all necessary and related activities on real property owned by Crook County (“County”).

Whereas, County is willing to provide City a revocable license and has prepared a Revocable License for the Use of Real Property, marked as Exhibit A, attached hereto and incorporated herein.

Whereas, City staff believes it is in the best interest of the City to approve and execute this Agreement.

NOW, THEREFORE, the City of Prineville resolves that the License between the City and County attached hereto is approved and the Mayor or designee and City Manager are authorized and directed to sign the Agreement.

Approved by the City Council this 8th day of November, 2022.


Stephen P. Uffelman, Council President

ATTEST:


Lisa Morgan, City Recorder

REVOCABLE LICENSE FOR THE USE OF REAL PROPERTY

Crook County, a political subdivision of the State of Oregon, hereinafter “County,” hereby grants to the City of Prineville, a municipal corporation in the State of Oregon (“City” or “Licensee”), a revocable and non-exclusive license (“License”) affecting that portion of the Property described and designated below for the purpose described and subject to the conditions hereinafter enumerated:

1. **Description of Property Licensed.** The Property is identified in the records of the Crook County Clerk as Parcel 1 of Partition Plat 2019-24. Licensee shall have the right to use, pursuant to the terms and conditions of this License, those portions of the Property located along the western 200 feet and described by the rectangular outline on Exhibit A, attached hereto and incorporated herein, and hereinafter “Licensed Area.” This License covers only those areas in or about the Property necessary to engage in the activities enumerated in Section 5 of this License.

2. **Maximum Period Covered.** This License shall generally be effective for the temporary use of the Licensed Areas until July 25, 2023, or until the purpose of this License has been fulfilled, whichever happens sooner.

3. [Reserved]

4. **Purpose of License.** This License confers to Licensee, its agents, servants, and/or employees a non-exclusive and non-possessory right to enter upon and use the Licensed Areas for the purposes set forth below and subject to the terms, conditions, and restrictions set forth herein. This License does not constitute a grant of ownership, leasehold, easement or other property interest or estate in the Property.

5. **Use of Licensed Areas.** Licensee may enter and use the Licensed Areas for the purpose of performing Geotechnical Investigative borings and all necessary, related activities.

6. **Conditions.**

a. **Compliance.** Any use made of the Licensed Areas and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the County.

b. **Laws.** In the exercise of any privilege granted by this License, the Licensee shall comply with all applicable federal, state, and local laws, and rules, regulations and requirements of all applicable governmental entities departments and bureaus.

c. **Damage.** No property, real or personal, for which the County has ownership or responsibility shall be destroyed, displaced, marred or damaged by the Licensee in the exercise of the privileges granted by this License without the prior written consent of the County and the express agreement of the Licensee to promptly replace, return, repair, and restore any such property to a condition satisfactory to the County. If any property is damaged as a result of the

Licensee's use of the Property, the Licensee shall be solely responsible, at its own expense, for repairing any such damage or replacing such property to the satisfaction of the County. If the property cannot be repaired or replaced to the County's satisfaction, the Licensee shall be liable for all damages caused by Licensee.

d. *Insurance.* City or its agent hereby agrees to provide at all times and maintain at its own expense public liability insurance in the form of a commercial or comprehensive general liability policy, with a minimum combined single limit of \$1,000,000.00 individual and \$2,000,000.00 aggregate for any one occurrence and such other insurance as applicable, with the County listed as an additional insured, with companies authorized to do business in Oregon and having such terms and conditions as are approved by the County.

e. *Indemnification.* Licensee shall indemnify, hold harmless and forever discharge County and its employees, agents, invitees, and contractors, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, including any claims of owner or employee negligence, whether known or unknown, in law or equity, arising from or in any way related to the Licensee, its employees, agents, invitees, and contractors activity under this License.

f. *Operation.* The Licensee shall confine its activities on the Licensed Areas strictly to those necessary for the enjoyment of the privilege hereby licensed and shall refrain from marring or impairing the appearance of the Licensed Areas, obstructing access thereto, or jeopardizing the safety of persons or property.

g. *Licensee's Property.* Any personal property of the Licensee installed or located on the Property must be removed promptly upon expiration, termination, or abandonment of this License. Any property of the Licensee not removed within that time may be removed, stored or disposed of by the County at the sole expense of the Licensee. Licensee agrees to reimburse County for all such costs and expenses.

h. *Revocation.* This License may be revoked by the County at any time in the event that the Licensee's use of the Licensed Areas is inconsistent with the purpose and objectives of this License.

i. *Surrender.* Upon the expiration or termination of this License, the Licensee shall surrender the Licensed Areas in the same condition as received, free from hazards and clear of all debris.

j. *Notices and Requests for Approvals or Consents.* Any notices or requests for approvals or consent required or permitted hereunder must be made in writing and may be (a) personally delivered; (b) mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) sent by reputable overnight delivery service; addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

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If to County:
County Counsel
300 NE Third Street
Prineville, OR 97754

If to Licensee:
City of Prineville
Attn: Mike Kasberger
387 NE 3rd St.
Prineville, Oregon 97754

7. General Provisions.

- a. *No Assignment.* Neither this License nor any rights hereunder will be transferred or assigned by the Licensee to anyone other than agents, servants, and/or employees of Licensee, nor will the Licensee permit the use of any portion of the Property by others without the written consent of the County; such consent not to be unreasonably withheld.
- b. *Governing Law.* This License will be construed under the laws of the State of Oregon.
- c. *License Temporary in Nature.* The Licensee agrees that the rights herein are of a temporary non-exclusive, non-possessory nature, and further agrees that in no event will this License be recorded with the County Clerk. Licensee further agrees that it will neither have nor claim to have, any interest in the Property other than as specifically provided in this License.
- d. *Status of Employees.* In the performance of the obligations under this License, it is mutually understood and agreed that the Licensee is at all times acting and performing independently of the County, and that no partnership, joint venture, agency or other similar joint employment relationship of any kind is created by this License. Neither the Licensee nor any of its employees, agents, or any other person performing services on the Licensee's behalf shall have any right or claim against the County under this License for wages, compensation, social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave or any other employee benefits of any kind.
- e. *Certification of Authority to Execute this License.* The Licensee and the County each certifies that the individual(s) signing below on its behalf has authority to execute this License on behalf of the Party for which he or she signs and may legally bind the Party to the terms and conditions and of this License any attachments hereto.
- f. *Counterparts.* This License may be executed in counterparts, including counterparts received by facsimile or electronic transmission, each counterpart constituting an original.
- g. *Amendments.* This License may be amended or modified only by written agreement of the Parties executes in the same manner as this Agreement.
- h. *Entire Agreement.* This License constitutes the entire agreement among the Parties and all terms cited or referenced in this document are contractually binding, not mere recitals. This License supersedes any prior oral or written agreements or communications on the subject matter addressed herein.

[Signature Page to Follow]

For Crook County

Seth Crawford, County Judge

Date: _____

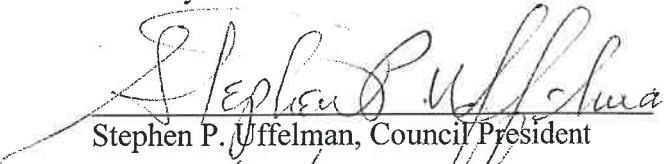
Jerry Brummer, County Commissioner

Date: _____

Brian Barney, County Commissioner

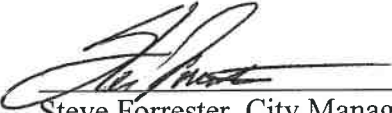
Date: _____

For City of Prineville



Stephen P. Uffelman, Council President

Date: 11/08/2022



Steve Forrester, City Manager

Date: 11/8/22