

FROM (DEPT/ DIVISION): County Counsel

SUBJECT OWRD Access Permit

<p>Background:</p> <p>The Oregon Water Resources Department is requesting access to the Milton-Freewater Public Works facility site for installation of wells and monitoring devices. The department director is in support of the request and that there is adequate space to accommodate the wells. The matter is before the Board for approval</p>	<p>Requested Action:</p> <p>Approve permit to OWRD for installation of wells and monitoring devices and authorize the Chair to sign the permit</p>
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ATTACHMENTS:

*****For Internal Use Only*****

Checkoffs:

- () Dept. Heard (copy)
- () Human Resources (copy)
- () Fiscal
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:

Needed at Meeting:

Scheduled for meeting on: January 18, 2023

Action taken:

Follow-up:

PROPERTY ACCESS PERMIT

THIS Property Access Permit ("Permit") is made this 3rd day of January, 2023, between Umatilla County ("Permitter") and the Oregon Water Resources Department ("Permittee").

In consideration of the mutual promises and conditions made herein, the parties agree as follows:

1. Permitter hereby grants Permittee non-exclusive permission to enter upon the described Property as: **Umatilla County tax lot 6N35-34C-1800, located in the Southwest Quarter of the Southwest Quarter of Section 34, Township 6 North, Range 35, E.W.M., Umatilla County, Oregon, for installation of up to four observation wells (the Wells) and installation, operation and maintenance (the Activities) of automatic water-level monitoring devices (the Devices)** from the date of this Permit. For purpose of this Permit, the "Devices" shall consist of pressure transducers of similar equipment, to be housed within or immediately adjacent to the observation well(s). The property is more specifically described as Parcel II in deed recorded in Book 310, Page 95, Umatilla County Records
2. Permittee shall install the Wells and the Devices at no cost to the Permitter, at locations acceptable to the Permitter, and Permittee shall undertake repair or cause to be repaired, at its sole cost and expense, any damage to the Wells or Devices that is caused by the Activities or permissions granted under this Permit.
3. Permittee expressly assumes all risks associated with the Activities and waives all claims against Permitter, Umatilla County for injury to any person or persons or damage to the Devices in connection with the Activities. Permittee agrees to adhere to reasonable security requests of Permitter with regard to gates and/or other methods to limit unauthorized access to the Wells and Devices, including but not limited to maintaining the confidentiality of any lock combinations.
4. Each party agrees to defend, save, hold harmless, and indemnify the other party and other party's agent or employees from and against claims or suits resulting from acts or omissions of the indemnifying party, its employees, agents or representatives. Any indemnity by the Permittee shall be subject to the limitations of article XI, Section 7, of the Oregon constitution and Oregon Tort claims act, ORS 30.260 to 30.300.
5. This agreement is non-transferrable and will expire on January 1, 2052. It may be terminated at any time upon written notice by either party.

PERMITTER:
Umatilla County

By _____

Date 1 / 1 /

Name: Daniel N. Dorran
Title: Chair, Board of Commissioners
216 SE 4th Street
Pendleton, OR 97801
Phone: 541-278-6204

PERMITTEE:
Oregon Water Resources Department

By: Tim Seymour

Date: 1/3/2023

Name: Tim Seymour
Title: Groundwater Section Asst. Manager
725 Summer Street NE, Suite A
Salem, OR 97301
(503) 986-0900