

January 6, 2023

Dear Members of the Hermiston Planning Commission,

As the owner of Hermiston Home Works, Inc., developer of Highland Meadows Phase 1 and 2, I write this letter requesting a modification to Condition 9 of Phase 2, regarding the pedestrian easement between the cul de sacs on Phase 1 and 2.

It was the intention of myself and the Planning Commission to provide an easement for a pedestrian walkway between the two phases, however the surveyor labeled the easement as a utility easement and omitted the pedestrian designation from the final plat. This omission was regrettably overlooked by myself, the surveyor, and several others at the City and County.

During construction of Phase 2, I had a chance to visit with the homeowner at 941 E McKenzie, Matt Day, whose lot contains the easement. I had previously noticed that he had built a nice vinyl fence on his property line, and I there raised my concern to him that he had built it over an easement that would become a walkway for pedestrians. His response to me was, that to his knowledge, it was strictly a utility easement. Being in the telecom industry himself, he is familiar with how easements work and performed diligence on the encumbrances of the property prior to purchasing. He subsequently sent me an email with a copy of the final plat showing that he was in fact correct.

At this point, I reached out to the City to ask what I could do to stay in compliance with the Conditions of Approval. The advice that I received was to make an offer to the property owner to convey a pedestrian easement along the west property line. I reached out to the property owner and asked him at what price I could purchase this easement from him. His response was that there is no price at which he would sell such an easement because it would be undesirable for his property value, and because he didn't want kids/people using it as a place to cause trouble. I gave it some time, perhaps weeks or a couple of months, and asked once more if there was any price at which I could purchase an easement. He reaffirmed his previous stance.

Mr. Day appears within his rights to deny selling an easement which would allow me to comply with Condition 9 of Phase 2, and I am now at an impasse in the development because I am unable to meet the original Conditions of Approval. Mr. Day understands the obstacle that my development faces and has been gracious enough to write his own letter describing this issue for your review.

At this point, it appears that my only course of action to complete the development of phase 2 is to obtain your permission to modify the conditions of approval.

Sincerely,



Tyler Brandt, Developer
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