

TEMPORARY EASEMENT

CITY OF HERMISTON, an Oregon municipal corporation, Grantor, for the true and actual consideration of \$750, does grant to the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a temporary easement for a work area for construction purposes, over and across the property depicted on **Exhibit "A" Drawing dated July, 2024**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate two (2) years from the date hereof or upon completion of the State of Oregon Department of Transportation's construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described property, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

Dated this _____ day of _____, 20____.

ACCEPTED as authorized by action of the Hermiston City Council _____, 20____.

David Drotzmann, Mayor

ATTEST: _____
Lilly Alarcon-Strong, City Recorder

STATE OF OREGON }
 ss
County of Umatilla }

This instrument was acknowledged before me on _____, 20____, by David Drotzmann as Mayor and Lilly Alarcon-Strong as City Recorder of the City of Hermiston, Oregon.

Notary Public for Oregon
My Commission expires _____

SEC. 16, T. 4N, R. 28E, W.M.

Charles Daniel Faust
& Robyn L. Faust
Doc. No. 2013-6120557
7,570 ft² Rem. ±

W. JOSEPH AVE.



SCALE: 1" = 30'



Temp. Ease. -
Work Area
242 ft² ±

"HH"+56

78'

"HH"+43

"HH"+22

33'

44'

034V

"HH" 53

"HH" S00°53'46"E

HERMISTON HWY



033V

38' 74'

38'

Temp. Ease. -
Work Area
393 ft² ±

"HH"+56

74'

"HH"+62

"HH"+75

City of Hermiston
Doc. No. 2010-5730472
6,992 ft² Rem. ±

W. JOSEPH AVE.

ACTIVE DRAWING

THIS DRAWING SHOWS THE PROPOSED
R/W NEEDED TO BE ACQUIRED TO
SUPPORT THE PROJECT DESIGN

SUBJECT TO CHANGE

OREGON DEPARTMENT OF TRANSPORTATION



**RIGHT OF WAY
ENGINEERING
EXHIBIT A**

SECTION	UMATILLA/MORROW CO. CURB RAMPS PHASE 2B		
HIGHWAY	HERMISTON HIGHWAY	SCALE	1" = 30'
COUNTY	UMATILLA	FILE	10010033V, 034V
DATE	JULY, 2024	SEE DRAWING RW10010M	