

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: ODOT

<p>Background:</p> <p>As part of its ADA curb ramp project, ODOT will be replacing the sidewalk at the southwest corner of the Courthouse. This will require ODOT acquiring a permanent easement, and a temporary easement for a work area. The area being acquired is 17 square feet, along with 122 square feet for the temporary construction easement. There is a sprinkler head and lawn in the area being acquired. The offer from ODOT for the easements and damages is \$1,800. The department does not have any issues with the proposal.</p>	<p>Requested Action:</p> <p>Review and accept offer, sign Easement and authorize Chair to sign offer</p>
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ATTACHMENTS : Letter; Offer; Easement

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

Checkoffs:

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

To be notified of Meeting:
Martie McQuain, Dan Lonai
Needed at Meeting:

Scheduled for meeting on: August 20, 2025

Action taken:

Follow-up:



Oregon

Tina Kotek, Governor

Department of Transportation

Region 5 Right of Way
3012 Island Avenue
La Grande, OR 97850-9497
Phone: (541) 963-3177

July 24, 2025

Umatilla County, a political subdivision
of the State of Oregon
216 SE 4th St
Pendleton, Oregon 97801

File No.:	10076-050
Grantor:	Umatilla County, a political subdivision of the State of Oregon
Section:	Eastern Oregon 2024-2027 ADA curb ramps, phase 2
Highway:	
County:	Umatilla
FAP No.:	SA00(555)e.d.12/31/26

The Oregon Department of Transportation (ODOT) plans to proceed with the Eastern Oregon 2024-2027 ADA curb ramps, phase 2 project. As part of this project, we need to acquire a permanent easement for sidewalk and a temporary easement for a work area from your property. A determination of just compensation for the needed portion of your property has been made by an agency official according to federal and state guidelines and based on market information. This compensation amount is outlined in the attached "**Acquisition Summary Statement**." This offer is accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a **minimum** 40 days from the date of receipt of this initial written offer for you, the owner, to consider accepting or rejecting it. You may choose to accept or reject the offer at any time prior to the expiration of the 40-day period. If no attempt has been made to resolve issues and the offer is neither accepted nor rejected at the end of the 40-day period, the offer will be considered rejected. The 40-day provision does not apply when an emergency has been declared by the road authority.

The enclosed Acquisition document(s) and "Terms of State's Offer" cover the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The Acquisition documents must be notarized. Return these signed documents to this office. After the Right of Way Manager accepts the Acquisition document(s) and related agreements, you will receive notification of that acceptance and payment will follow.

The State will pay recording costs, title insurance premiums, and all other normal costs of sale. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the compensation in order to provide sufficient title to the state. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

If you have any questions or concerns, please call me at (541) 571-2307 or toll free at () -. I am also prepared to meet with you at your convenience and will be available to assist you and work with you throughout the process.

Thank you for your time and timely attention to this matter. We look forward to working closely with you through successful completion of the acquisition process.

Sincerely,

A handwritten signature in black ink, appearing to read "Eyler Aldrich". The signature is fluid and cursive, with the first name "Eyler" written in a larger, more prominent script than the last name "Aldrich".

Eyler Aldrich

Procurement & Contract Specialist 2 - SR27 - Non E

ACQUISITION SUMMARY STATEMENT

July 24, 2025

File No.:	10076-050
Grantor:	Umatilla County, a political subdivision of the State of Oregon
Section:	Eastern Oregon 2024-2027 ADA curb ramps, phase 2
Highway:	
County:	Umatilla
FAP No.:	SA00(555)e.d.12/31/26

Valuation	Comment	Value
Land:		\$300
Improvements:		\$0
Other:		\$0
Damages:		\$1,500
TOTAL JUST COMPENSATION:		\$1,800

Uneconomic Remainder:	None	\$0
Fencing Allowance:	None	\$0

LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Taking
Parcel 1	Permanent Easement: Sidewalk	17 Sq Ft
Parcel 2	Temporary Easement: Work Area	122 Sq Ft

NOTICE TO VACATE:

The State will not require you to vacate the property being acquired earlier than 90 days following this letter or within 30 days after payment (less deposits) whichever is later. You will be given the specific date to vacate the area acquired, when payment is made to you.

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

APPRAISAL INFORMATION:	
Appraisal/Valuation By:	Gailen Cooper
Date of Valuation:	June 16, 2025
Value:	\$1,800
Date Written:	July 10, 2025

ADA ONLY

ADMINISTRATIVE DETERMINATION OF JUST COMPENSATION

FILE:10076-050

Name:	County of Umatilla
Project Name:	Eastern Oregon 2024-2027 ADA curb ramps, phase 2
Date of Desc.	04/29/2025
Date of inspection:	06/16/25
Date of valuation:	06/16/25

Project Description:

The *Eastern Oregon 2024-2027 ADA* curb ramps, phase 2 project will construct curb ramps to meet compliance with the Americans with Disabilities Act (ADA) standards. Currently, throughout the limits of the project, many of the curb ramps in *Pendleton* are noncompliant. The project will improve mobility for pedestrians by bringing up to standard non-compliant ramps. These projects often consist of removal of substandard curb ramps, reconstruction of curb ramps, installation of truncated dome warning strips, and minor alteration of current street conditions to improve public safety and accessibility.

Description of the Subject / Larger Parcel:

The subject parcel is located on the 200 block of SE 4th in Pendleton, OR. The situs address is listed as: 216 SE 4th Ave in Pendleton, OR. The Subject property consists of one parcel described by the Umatilla County Assessor's Office as: Map 02N3211BB Tax Lot 6500 with a total lot of size 50,215 sq. ft. The subject property is zoned C-1 for Central Commercial. The property is improved with a commercial use office/parking.

The concept of the "larger parcel" is unique to eminent domain appraising and theorizes that the value of a partial acquisition area is proportional to that of the "larger parcel". The larger parcel may be a portion of a property or several properties with the final determination recognizing unity of ownership, contiguity, and unity of use.

Although there is an adjacent parcel owned and operated by the same entity, for the purposes of this report, the subject parcel can function independently and does not require combination with the adjoining parcel to support its highest and best use. Given the preceding description, the larger parcel is concluded to be Umatilla County Map 02N3211BB, Tax Lot 6500, with a total lot size of 50,215 square feet.

Access / Parking:

The subject property appears to have two access points: one at the northeast corner of the property on SE Court Avenue and another at the southeast corner on SE Dorion Avenue. Parking is located along the east side of the parcel. Both access and parking areas are located outside

the areas of acquisition and are not expected to be impacted by the project and reasonable access will be maintained.

Highest and Best Use:

The highest and best use of the subject property is that which is physically possible, legally permissible, financially feasible and maximally productive. Highest and best use is established as if the land was vacant without improvements for the purpose of this valuation. Based on the characteristics of the subject property, the highest and best use of the subject as vacant is for *commercial* development in compliance with the underlying zoning. The existing use of the subject property is an adequate representation of the highest and best use as improved.

Description of the Take (See ODOT Sketch Map for location):

Parcel 1, Permanent Easement for Sidewalk: The permanent easement area is 17 sq. ft. The permanent easement area is needed for the construction and placement of an a ADA curb ramp. Improvements located within the easement area include: sidewalk.

Parcel 2, Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner): The temporary easement for work area contains 122 SF and is for 3 years or the duration of the project, whichever is sooner. This will allow for construction flexibility and schedule changes. The temporary easement for work area will be used to allow construction access to aid in setting forms and for work area to complete ADA curb ramp construction. Improvements located within this area include: Irrigated sod.

Valuation of the Land:

The Sales Comparison Approach was used to estimate the land value by comparing the subject property with similar properties that have sold within the same competitive market area. An approved sales book for the project, dated May 8, 2025, was utilized to determine market value for the larger parcel, with commercial land values indicated at \$8.00 per square foot based on the sales. Emphasis was placed on Sales #1 and #2, with additional influence from Sale #8. The subject property and the comparable sales are similar in size, utilities, location, zoning, and amenities. The project is not expected to provide any positive immediate or specific benefits to the property that would influence its value. Based on this analysis, it is the agent's conclusion that the market value of the land is **\$8.00** per square foot.

Valuation of the Taking:

*Rounded up to the nearest dollar

Parcel 1-Permanent Easement for Sidewalk: This is a permanent easement for sidewalk that encompasses 17 sq. ft. In this case the easement will be part of an ADA ramp in an area that is currently used as sidewalk and will continue as such in the after. ODOT's standard for valuation of a permanent easement for sidewalk on ADA projects is 95% of the fee value and is calculated below:

Acquisition	Size (SF)		Value (SF)		% of fee value		Total Value
Parcel 1	17	X	\$8.00	X	95%	X =	\$130

Parcel 2-Temporary Easement for work area: This is a Temporary Easement for Work Area that encompasses 122 sq. ft. This is a temporary easement where an interest in real property will convey use, but not ownership. After analyzing the proposed use of the area, it appears that the land will be used for a work area to complete the ADA compliant pedestrian ramps and curbs and related work. The maximum duration of the easement will be three years or the duration of the project, whichever occurs first. Based upon the minimal use, impact to the property, market research, and approved sales book, the fair market rental rate is valued at **4%** of fee value annually for the term of the easement and is calculated below:

Acquisition	Size (SF)		Value (SF)		% Return Rate		Duration (Years)		Total Value
Parcel 2	122	X	\$8.00	X	4%	X	3	=	\$118

Valuation of the Improvements (Marshall Swift Valuation Service):

N/A

Protections / Obligations:

The concrete sidewalk within Parcel 1 will be replaced as part of the new ADA compliant ramp. Sod within Parcel 2 will be replaced at the conclusion of the project.

Personal Property:

No personal property was noted within the acquisition area.

Damages or Cost to Cure:

Within parcel 2 is a sprinkler. The sprinklers will need to be cut and capped prior to the start of construction behind the temporary easement area. The standard compensation ODOT offers for sprinkler work on an ADA project is \$1,500. Upon completion of the project, the sprinklers can be reinstalled outside of the Permanent Easement for Sidewalk area.

Improvement	Total		Value		Total Value
Cut/Cap/Reestablishment Sprinklers	1	X	\$1,500	=	\$1,500

TOTAL VALUE OF THE TAKING IS ALLOCATED AS FOLLOWS:

Land:

Parcels	Area	\$/Unit		
Parcel 1: Permanent Easement for Sidewalk	17 sq. ft.	\$8.00 per sq. ft. X 95%	\$	130
Parcel 2: Temporary Easement for Work Area	122 sq. ft.	\$8.00 per sq. ft. X 4% X 3 year	\$	118
		Total Land	\$	248

Improvements:

N/A		\$	
	Total Improvements	\$	-

Damages or Cost to Cure: None

Damages	N/A	\$	
Cost to Cure	N/A	\$	1,500
	Total Damages & Cost to Cure	\$	-

Total Value (land, improvements and damages and/or cost to cure):	\$	1,748
Estimate of Fair Market Value (rounded):	\$	1,800

Description of Replacement Fencing: None

<i>Maile Cooper</i>		07/10/2025
ODOT Agent/ADJC Preparer		Date

Photo of Subject Property

Taken By: *Gailen Cooper*

Date Taken: 06/16/2025



Photo of Easement Area

Taken By: *Gailen Cooper*

Date Taken: 06/16/2025

Photo #1 taken looking Easterly from Dorion. **Photo #2** taken looking Westerly from the NE corner of the parcel **Photo #3** taken looking North from SE Fourth St. **Photo #4** taken looking South from the NE corner of the parcel.



1.)



2.)



3.)



4.)

Assessment Map, Aerial Map, Exhibit A & Sketch Map

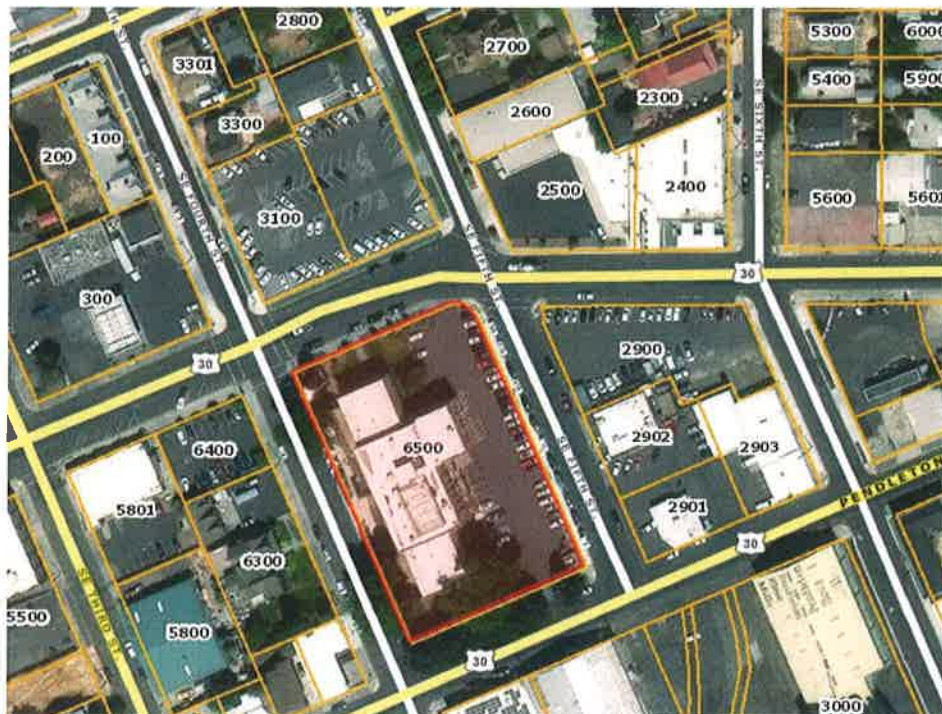
*Assessment map is NOT to scale

This map was prepared by Assessment & Taxation Services
and may not be used to represent or be modified for legal
purposes or planning purposes.

NW1/4 NW1/4 T2N R32E WM
UMATILLA COUNTY

2N3211BB

SCALE 1"=100'



Parcel 1 – Permanent Easement for Sidewalk

A parcel of land lying in Block 12, Original Town of Pendleton, Umatilla County, Oregon and being a portion of that property described in that Warranty Deed to Umatilla County, recorded February 17, 1888 in Book S, Page 300 of Umatilla County Deed Records; said parcel being that portion of said property lying between lines at right angles to the "D" center line of the Pendleton Highway (US 30) at Engineer's Station "D" 54+41.00 and "D" 54+47.00 and included in a strip of land 62.00 feet in width, lying on the Northerly side of the "D" center line of the Pendleton Highway (Dorion Avenue), which center line is described as follows:

Beginning at Engineer's center line Station "D" 12+35.50, said station being 2,257.71 feet South and 2,422.16 feet East of the Northwest corner of Section 10, Township 2 North, Range 32 East, W.M.; thence North 66°07'39" East 2,080.00 feet; thence North 66°08'31" East 260.08 feet; thence North 66°06'50" East 789.88 feet; thence North 66°07'41" East 2,063.14 feet to Engineer's center line Station "D" 64+28.60.

Bearings are based on the Oregon Coordinate Reference System (OCRS), Pendleton Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 17 square feet, more or less.

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Block 12, Original Town of Pendleton, Umatilla County, Oregon and being a portion of that property described in that Warranty Deed to Umatilla County, recorded February 17, 1888 in Book S, Page 300 of Umatilla County Deed Records; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the "D" center line of the Pendleton Highway (Dorion Avenue), which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Center Line
"D" 54+41.00		"D" 54+51.00	66.00
"D" 54+51.00		"D" 54+64.00	54.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 122 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed 2025.04.30
13:13:09 -07'00'

OREGON
SEPT. 08, 2020
CODY ALMON WHEELER
87585

EXPIRES: 06/30/2026

ACTIVE DRAWING

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

SUBJECT TO CHANGE



SEC. 11, T. 2 N., R. 32 E., W.M.



Umatilla County
Bk. S, Pg. 300
1.41 Acres Rem. ±

Perm. Ease
- Sidewalk
① 17 ft²

Temp. Ease
- Work Area
② 122 ft²

D°N 66°07'41" E, 260.04'

DORION AVE

D°N 66°07'41" E, 260.04'

048

38'

38' 74'

Temp. Ease
- Work Area
664 ft²

Rodney L. Johlke
& Patricia L. Johlke
Doc. No. 2012-5870022
4,356 ft² Rem. ±

74'

D°+78

D°+90

SE FOURTH ST.

049V

42'

42'

Temp. Ease
- Work Area
148 ft²

WMA Holding, LLC
Doc. No. 2014-6220310
10,019 ft² Rem. ±

OREGON DEPARTMENT OF TRANSPORTATION



**RIGHT OF WAY
ENGINEERING
SKETCH MAP**

SECTION EASTERN OREGON 2024-2027 ADA CURB RAMP, PHASE 2

HIGHWAY PENDLETON HWY (DORION AVE)

SCALE 1" = 30'

DATE APRIL, 2025

COUNTY UMATILLA

FILE 048, 050

PURPOSE PE - SIDEWALK & TE - WORK AREA

SEE DRAWING RW10076M

TERMS OF STATE'S OFFER**THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:**

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.
2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just compensation in order to provide sufficient title to the State.
3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property acquired and prorated as of the date of the acquisition.
4. As part of this acquisition for this Project, the State will require the following actions:

A. **Bonds.** The State and all subcontractors shall maintain a public works bond in full force and effect, as required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the construction contract. The contractor shall verify subcontractors have filed a public works bond and required insurance certificates before the subcontractor begins work. All construction shall be completed in conformance with standard engineering and construction practices.

B. **Utilities.** (Check appropriate box)

☒ There will be no changes to public utilities to the property.

☐ Public utilities will be reconnected to improvements on the remainder property, except for the following: _____.

☐ Public utilities will be made available within the right-of-way adjacent to the remainder property, except for the following: _____.

☐ Public utilities will not be available to the remainder property in the after.

If a public utility on the property is not reconnected, just compensation (payment) is provided.

C. **Access.** (Check appropriate box)

☒ Access to the remainder property will remain the same.

☐ There will be no access to the remainder property.

☐ Access to the remainder property will remain the same, except for the following access:

Access #1 located at: _____, is modified, relocated or closed as a result of:

☐ the access modification letter dated: _____ (attached)

☐ this Project as follows: _____.

Access #2 located at: _____, is modified, relocated or closed as a result of:

☐ the access modification letter dated: _____ (attached)

☐ this Project as follows: _____.

Access #3 located at: _____, is modified, relocated or closed as a result of:

☐ the access modification letter dated: _____ (attached)

☐ this Project as follows: _____.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government's police powers.

The following access, **N/A**, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **a sprinkler within parcel 2 will need to be cut and capped prior to construction beginning. Compensation for this impact is outlined in the Administrative Determination of Just Compensation.**

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: **N/A**.

E. Fencing on the Property.

☒ Will not be affected.

☐ Will be replaced as follows: _____.

☐ Will not be replaced.

F. Other terms of offer:

N/A

5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder's office.
6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the

property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.

7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[See attached Signature page]

SIGNATURE PAGE FOR TERMS OF STATE'S OFFER

**STATE OF OREGON,by and through its
DEPARTMENT OF TRANSPORTATION**



07/22/2025

Timothy Rynearson

Date

Umatilla County, a political subdivision of the
State of Oregon

Date

ACTIVE DRAWING

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

SUBJECT TO CHANGE



SEC. 11, T. 2 N., R. 32 E., W.M.

Umatilla County
Bk. S, Pg. 300
1.41 Acres Rem. ±

Perm. Ease
- Sidewalk
① 17 ft²

Temp. Ease
- Work Area
② 122 ft²

"D" 55
050

"D" N 66°07'41" E, 260.04'

DORION AVE

"D" 54

"D" N 66°07'41" E, 260.04'

048

38'

38' 74'

Temp. Ease
- Work Area
664 ft²

Rodney L. Johlke
& Patricia L. Johlke
Doc. No. 2012-5870022
4,356 ft² Rem. ±

"D" +90

"D" +78

049V

42'

42'


Temp. Ease
- Work Area
148 ft²

"D" +58

"D" +41

WMA Holding, LLC
Doc. No. 2014-6220310
10,019 ft² Rem. ±

SE FOURTH ST.

 <p>OREGON DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ENGINEERING SKETCH MAP</p>	SECTION	EASTERN OREGON 2024-2027 ADA CURB RAMP, PHASE 2		
	HIGHWAY	PENDLETON HWY (DORION AVE)	SCALE 1" = 30'	DATE APRIL, 2025
	COUNTY	UMATILLA	FILE 048, 050	
	PURPOSE	PE - SIDEWALK & TE - WORK AREA	SEE DRAWING RW10076M	

PERMANENT EASEMENT

UMATILLA COUNTY, a political subdivision of the State of Oregon, Grantor, for the true and actual consideration of \$1,800, does grant unto the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct a public sidewalk upon the property described as **Parcel 1 on Exhibit "A" dated April 29, 2025**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the easement herein granted does not convey any right or interest in the above-described property, except for the purposes 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 also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as **Parcel 2 on Exhibit "A" dated April 29, 2025**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate three (3) 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 Parcel 2, 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.

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
555 13TH ST NE
SALEM OR 97301-6867

Map and Tax Lot #: 2N3211BB-6500

Property Address: 216 SE 4TH ST
PENDLETON OR 97801

Non-Discrimination.

1. The Grantee, for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that:
 - a. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Property,
 - b. That in the construction of any improvements on, over, or under the Property, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. That the Grantee will use, maintain, and operate the Property in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, 42 USC 2000d *et seq.*, 49 CFR Part 21, and 28 CFR 50.3, as amended.
2. In the event of breach of any of the above non-discrimination covenants, Grantor will have the right to terminate the easement upon written notice.

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.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this 13th day of August, 2025.

**UMATILLA COUNTY, a political subdivision of the
State of Oregon**

ATTEST:

By: _____
~~County Clerk~~ Records Officer

By: _____
Chairperson

By: _____
County Commissioner

By: _____
County Commissioner

STATE OF OREGON, County of Umatilla

Dated August 13, 2025. Personally appeared Celinda A. Timmons,
Daniel N. Dorran, John M. Shafer, and _____,

who, being sworn, stated that they are the Chairperson, County Commissioners and ~~County Clerk~~ of Umatilla County, a political subdivision of the State of Oregon, and that this instrument was voluntarily signed on behalf of the County by authority of an order of the Board of Commissioners. Before me:

Notary Public for State of Oregon
My Commission expires _____

SEE ATTACHED SEPARATE SIGNATURE AND ACKNOWLEDGMENT ON PAGE 4

SIGNATURE AND ACKNOWLEDGMENT PAGE 4 OF 4 AS ATTACHED TO ABOVE PERMANENT EASEMENT DOCUMENT

**ACCEPTED ON BEHALF OF:
STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION**

By: _____
Tim Rynearson
Region 5 Right of Way / Survey Manager

STATE OF OREGON, County of _____

Dated _____, 20____. Personally appeared Tim Rynearson, who being sworn, stated that he is the Region 5 Right of Way and Survey Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Notary Public for State of Oregon
My Commission expires _____

Parcel 1 – Permanent Easement for Sidewalk

A parcel of land lying in Block 12, Original Town of Pendleton, Umatilla County, Oregon and being a portion of that property described in that Warranty Deed to Umatilla County, recorded February 17, 1888 in Book S, Page 300 of Umatilla County Deed Records; said parcel being that portion of said property lying between lines at right angles to the "D" center line of the Pendleton Highway (US 30) at Engineer's Station "D" 54+41.00 and "D" 54+47.00 and included in a strip of land 62.00 feet in width, lying on the Northerly side of the "D" center line of the Pendleton Highway (Dorion Avenue), which center line is described as follows:

Beginning at Engineer's center line Station "D" 12+35.50, said station being 2,257.71 feet South and 2,422.16 feet East of the Northwest corner of Section 10, Township 2 North, Range 32 East, W.M.; thence North 66°07'39" East 2,080.00 feet; thence North 66°08'31" East 260.08 feet; thence North 66°06'50" East 789.88 feet; thence North 66°07'41" East 2,063.14 feet to Engineer's center line Station "D" 64+28.60.

Bearings are based on the Oregon Coordinate Reference System (OCRS), Pendleton Zone, NAD 83 (2011) epoch 2010.00.

This parcel of land contains 17 square feet, more or less.

Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in Block 12, Original Town of Pendleton, Umatilla County, Oregon and being a portion of that property described in that Warranty Deed to Umatilla County, recorded February 17, 1888 in Book S, Page 300 of Umatilla County Deed Records; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northerly side of the "D" center line of the Pendleton Highway (Dorion Avenue), which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northerly Side of Center Line
"D" 54+41.00		"D" 54+51.00	66.00
"D" 54+51.00		"D" 54+64.00	54.00

EXCEPT therefrom Parcel 1.

This parcel of land contains 122 square feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed 2025.04.30
13:13:09 -07'00'

OREGON
SEPT. 08, 2020
CODY ALMON WHEELER
87585

EXPIRES: 06/30/2026

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