

WEST ORCHARD AVENUE
JURISDICTION TRANSFER
COUNTY ROAD #1238

ROAD OFFICIAL'S REPORT

UMATILLA COUNTY
DEPARTMENT OF PUBLIC
WORKS

DATE: DECEMBER 20, 1999

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REPORT

In 1997 the City of Hermiston, Umatilla County, and Clint Hergert entered into a Supplemental Development Agreement for the development of Viewcrest Addition west of Highway 207, north of West Highland Avenue, and south of West Orchard Avenue. The agreement was that the right-of-way on West Orchard was to be widened to accommodate an improved roadway section that the City of Hermiston would accept, curbs and sidewalks were to be constructed on the south side of the road from the west side of the development to Highway 207, curbs were to be constructed on the north side of the road from the east side of the development to the highway, a left turn refuge from West Orchard into the development was to be constructed, and all paving necessary to tie the new curbs and gutters into the existing roadway was to be performed, all at the expense of the Developer. Umatilla County was to be the public agency responsible for condemnation if the Developer was unsuccessful in acquiring the needed right-of-way. The City of Hermiston would accept jurisdiction over that portion of West Orchard Avenue from the east line of Viewcrest to Highway 207 after completion of the improvements (Improvement Areas "B" and "C" on the attached agreement).

The improvements have been completed to the satisfaction of the County and City (see attached correspondence). All necessary right-of-way was acquired without the need for condemnation. The City has verbally agreed to accept transfer of the road in Improvement Areas "A" and "D" on the Supplemental Agreement also, as it has been improved substantially over its pre-development condition. The legal description on the transfer order includes the entire $\frac{1}{4}$ mile of road from the west side of the development to the highway. The Public Works Department **strongly** recommends that jurisdiction over the road be offered to the City of Hermiston.



Hal Phillips, Public Works Director

RECEIVED

NOV 19 1997

PLANNING DEPARTMENT

**Supplemental Development Agreement
for Vuecrest Addition
between the City of Hermiston,
Umatilla County and Clint Hergert**

THIS AGREEMENT, made and entered into this _____ day of November, 1997, by and between the **CITY OF HERMISTON**, hereinafter referred to as CITY, the **COUNTY OF UMATILLA**, hereinafter known as the COUNTY, and **CLINT HERGERT**, hereinafter known as the "Developer," for the development of VUECREST ADDITION:

1. W. Orchard Avenue: W. Orchard Avenue shall be a 50 foot public right-of-way from the westernmost boundary of the Developer's development to its intersection with S.W. 11th Street, also known as Highway 207 or Buttercreek Highway.

The Developer shall install a turn lane off of W. Orchard Avenue where the interior north/south street intersects with W. Orchard Avenue.

Upon completion of the improvements to W. Orchard Avenue, as specified in this Supplemental Development Agreement, County will transfer and City will accept ownership, jurisdiction and full responsibility for W. Orchard Avenue in Improvement Areas B and C.

2. Improvement Locations: Specific improvements are required for the following four areas (listed as Improvement Areas A, B, C, and D), the approximate location of which are shown on the map attached as Exhibit A.

- A. Improvement Area A: The Developer shall dedicate 5 feet of right-of-way along the north side of their development, shall be responsible for infill paving and shall be responsible for construction of curb, gutter and sidewalk in Improvement Area A.
- B. Improvement Area B: The Developer shall be responsible for acquiring 5 feet of right-of-way along the north side of the adjoining parcels of property to the east of their development (legally described as 4N 28 09DD Tax Lots 300 and 100). The Developer shall also be responsible for infill paving and for construction of curb, gutter and sidewalk in Improvement Area B.

If the Developer is unsuccessful in obtaining the required right-of-way, the County will pursue the issue to the extent of moving for condemnation, if necessary. The Developer shall be responsible for one-half of the costs relating to condemnation and full costs of land acquisition.

- C. Improvement Area C: The Developer shall be responsible for acquiring 5 feet of right-of-way along the south side of the following properties legally described as 4N 28 09DA Tax Lots 4900, 4801, 4800 and 4701. The Developer shall also be responsible for infill paving and construction of curb and gutter in Improvement Area C.


If the Developer is unsuccessful in obtaining the required right-of-way, the County will pursue the issue, to the extent of moving for condemnation, if necessary. The Developer shall be responsible for one-half of the costs relating to condemnation and full costs of land acquisition.

D. Improvement Area D: The Developer shall not be required to improve Improvement Area D. However, this area shall be identified as one of the benefitting properties to the off-site improvements required of the Developer on Improvement Areas B and C.

- 3. Reimbursement of Benefitting Properties: The City shall assure the Developer a 10 year "benefitting properties" provision for all off-site improvements to Improvement Areas B and C. This agreement shall identify the benefitting properties, the actual costs to be charged and method of repayment to the Developer. This agreement shall be drafted by the Developer and shall be submitted to the City prior to installing said improvements.
- 4. W. Highland Avenue: The Developer shall install a turn lane off of W. Highland Avenue where the interior north/south street intersects with W. Highland Avenue.
- 5. Improvements: All improvements shall be installed in accordance with City standards and specifications
- 6. Improvement Costs: The Developer shall bear all the costs associated with the installation of all on-site and off-site improvements.

This agreement is not personal to Developer but is to the benefit of and binding upon the real property and the agreement runs with the land.

The undersigned Developer further agrees, if the City retains an attorney to enforce this agreement, to pay the City's costs, expenses and attorney fees as may be allowed by the court including fees on appeal.



 Clint Hergert, Village Park Prosser, an Oregon L.L.C.

11/10/97

 Date



 Dennis Doherty, Umatilla County Commissioner

11-11-97

 Date



 Bill Hansell, Umatilla County Commissioner

11/10/97

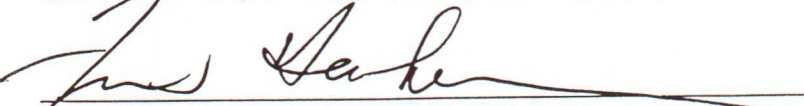
 Date



 Emile H. Holman, Umatilla County Commissioner

11-10-97

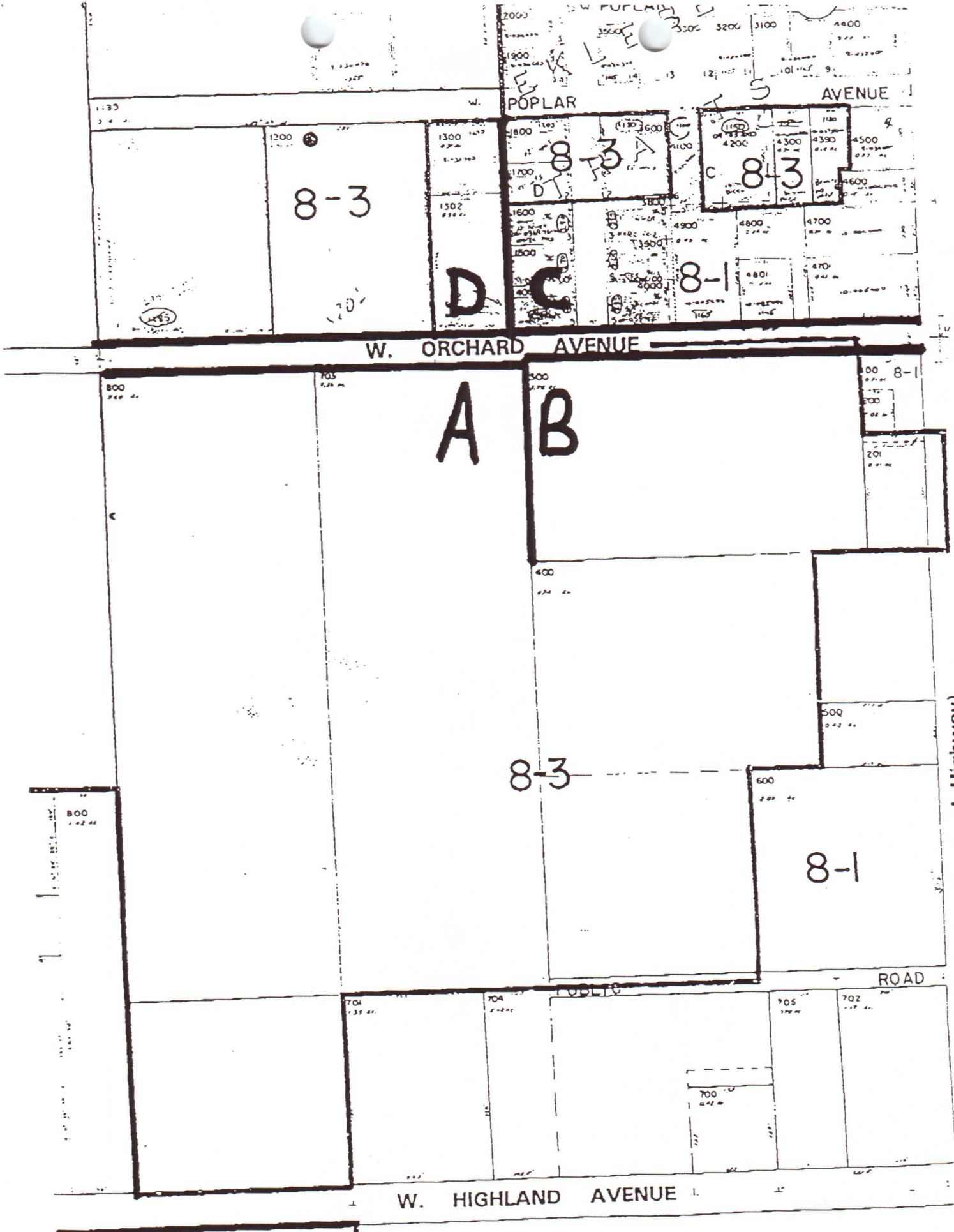
 Date



 Frank Harkenrider, Mayor of the City of Hermiston

11-12-97

 Date



Administrative Offices
180 N.E. 2nd Street
Hermiston, OR 97838
Phone (541) 567-5521
Fax (541) 567-5530
E-mail: hermcity@eoni.com

RECEIVED

June 21, 1999

JUN 23 1999

Umatilla County
Road Dept.

Hal Phillips, Roadmaster
Umatilla County Road Dept.
305 S.E. 4th Street
Pendleton, Oregon 97801

Re: West Orchard extension

Dear Hal:

Per our conversation on Monday June 21, 1999, this letter is to confirm that the City of Hermiston is willing to accept jurisdiction of the portion of West Orchard per section 1, paragraph three of the Supplemental Development Agreement for Viewcrest Addition between the City, County and Mr. Hergert. The city is willing to accept the exchange contingent upon all improvements of the developers agreement being met as it pertains to West Orchard Avenue, with the exception of Right of Way acquisition to the property located at the South West corner of 11th Street and West Orchard Avenue presently owned by Ronald Capper.

The new improvements to West Orchard shall connect to the existing sidewalk, curb and gutter existing at the west end of the Capper property.

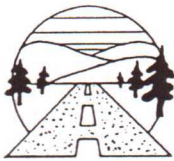
It is the City's desire to move forward as quickly as possible to complete the improvements for the benefit of city and county residents who must travel this route on a daily basis.

Sincerely,



C. Ray Jones
Administrative Assistant to the City Manager

.cc Ed Brookshier, City Manager
Dennis Doherty, County Commission
Patrick Napolitano, City Engineer
Brad Humbert, Birch Creek Construction
Clint Hergert, Viewcrest Addition
Steve Sokolowski, City Planner



FILE COPY

Umatilla County Road Department

3920 Westgate • Pendleton, Oregon 97801 • 541-278-5424

Fax: 541-278-5427

Commissioners

Bill Hansell
Emile Holeman
Dennis Doherty

Roadmaster

Hal Phillips

Assistant Roadmaster

Tom Fellows

September 9, 1999

Clint Hergert
United Village Parks
#7 355 O.I.E.
Prosser, Washington 99350

RE: WEST ORCHARD AVENUE ROAD IMPROVEMENTS

Dear Mr. Hergert:

On Tuesday, September 8, 1999, I inspected the road improvements to West Orchard Avenue. After inspecting the road and speaking with Pat Napolitano from the City of Hermiston, we concur that the road has been improved to acceptable City standards.

If you have any questions regarding this, please feel free to contact me at my office, (541)278-5424.

Sincerely,

Hal Phillips
Umatilla County Road Master

cc: Steve Sokolowski, City of Hermiston
Brad Humbert
Umatilla County Planning Department