

CITY OF MADRAS PUBLIC NOTICE

ORDINANCE NO. 985

The City Council of the City of Madras, Oregon, will be considering approval of the following proposed ordinance during their regularly scheduled Council meeting on Tuesday, April 23, 2024 at approximately 5:30 p.m. in the Madras City Hall Council Chambers.

ORDINANCE NO. 983

AN ORDINANCE OF THE CITY OF MADRAS ANNEXING APPROXIMATELY 42 ACRES OF CITY-OWNED LAND INTO THE MADRAS CITY LIMITS.

A copy of the proposed ordinance is available for review at Madras City Hall, located at 125 SW "E" Street, between 8:00 am and 5:00 pm, Monday through Friday. The proposed ordinance can also be found on the City's website at www.ci.madras.or.us on the Public Notices page.

Published: Madras Pioneer April 17, 2024

ORDINANCE NO. 985

AN ORDINANCE OF THE CITY OF MADRAS ANNEXING APPROXIMATELY 42 ACRES OF CITY-OWNED LAND INTO THE MADRAS CITY LIMITS

WHEREAS, pursuant to Resolution No. 24-2023 (the “Authorizing Resolution”), the City of Madras (“City”), through the Madras City Council (“City Council”), resolved to initiate the annexation of approximately 42 acres of land owned by City into the city limits, which lands comprise a portion of Jefferson County Assessor’s Map and Tax Lot 1114070000100 (“Tax Lot 100”) and are further described and depicted in the attached Exhibit A and Exhibit B respectively (the “Annexed Territory”);

WHEREAS, annexation of the Annexed Territory would effectuate, in part, an exchange of lands from the city limits as City has also proposed, by separate action, to withdraw approximately 42 acres from the city limits, which withdrawn lands comprise a different portion of Tax Lot 100 from the Annexed Territory;

WHEREAS, after holding a duly noticed public hearing on January 3, 2024, reviewing all relevant materials, considering public testimony and written comments, and evaluating compliance with applicable approval criteria, the Madras Planning Commission deliberated the matter fully and recommended that City Council approve annexation of the Annexed Territory; and

WHEREAS, after holding a duly noticed public hearing on February 13, 2024, reviewing all relevant materials, considering public testimony and written comments, and evaluating compliance with applicable approval criteria, City Council deliberated the matter fully and voted to approve annexation of the Annexed Territory.

NOW, THEREFORE, the City of Madras ordains as follows:

SECTION 1: FINDINGS

- 1.1 The findings contained in the recitals and those found in the staff report delivered at the February 13, 2024 public hearing before City Council are hereby adopted and incorporated herein by reference. City Council finds the annexation consistent with the Madras Comprehensive Plan and all other applicable approval criteria.

SECTION 2: ANNEXATION OF ANNEXED AREA

- 2.1 The lands described in the attached Exhibit A and depicted in the attached Exhibit B are hereby annexed into the jurisdictional boundaries of the City of Madras.
- 2.2 In accordance with Madras Municipal Code 18.70.020(9), the Annexed Lands are hereby zoned Planned Residential Development (R-3).

SECTION 3: NOTIFICATION TO APPROPRIATE AGENCIES AND UTILITIES

- 3.1 The City Recorder will cause notice of the annexation adopted by this Ordinance No. 985 (this "Ordinance") to be recorded with the Jefferson County Clerk.
- 3.2 The City Recorder will file with the Jefferson County Assessor and the Oregon Department of Revenue legal descriptions and accurate maps showing the Annexed Territory.
- 3.3 Notification will also be forwarded to the appropriate state agencies, Jefferson County Clerk, Jefferson County GIS Department, Jefferson County Community Development Department, and to all utilities subject to notice pursuant to ORS 222.005.

SECTION 4: MISCELLANEOUS

- 4.1 If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance.
- 4.2 This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.

APPROVED AND ADOPTED by the City Council of the City of Madras and signed by the Mayor this _____ day of _____, 20 _____.

Ayes: _____
Nays: _____
Abstentions: _____
Absent: _____
Vacancies: _____

Mike Lepin, Mayor

ATTEST:

Keli Pollock, City Recorder

EXHIBIT A
LEGAL DESCRIPTION OF ANNEXED TERRITORY

[attached]

EXHIBIT "A"
Legal Description

Parcel 2 of Partition Plat No. 2010-09 according to the official plat thereof, recorded October 20, 2010 as Microfilm No. 2010-3786 in the office of the County Clerk for Jefferson County, Oregon.

EXCEPTING THEREFROM that portion in Deed of Dedication, recorded February 11, 2022 as Microfilm No. 2022-0628 in the office of the County Clerk for Jefferson County, Oregon.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

Western Title & Escrow Company
Order No. WT0246832

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.







END OF THE LIMITATIONS OF LIABILITY

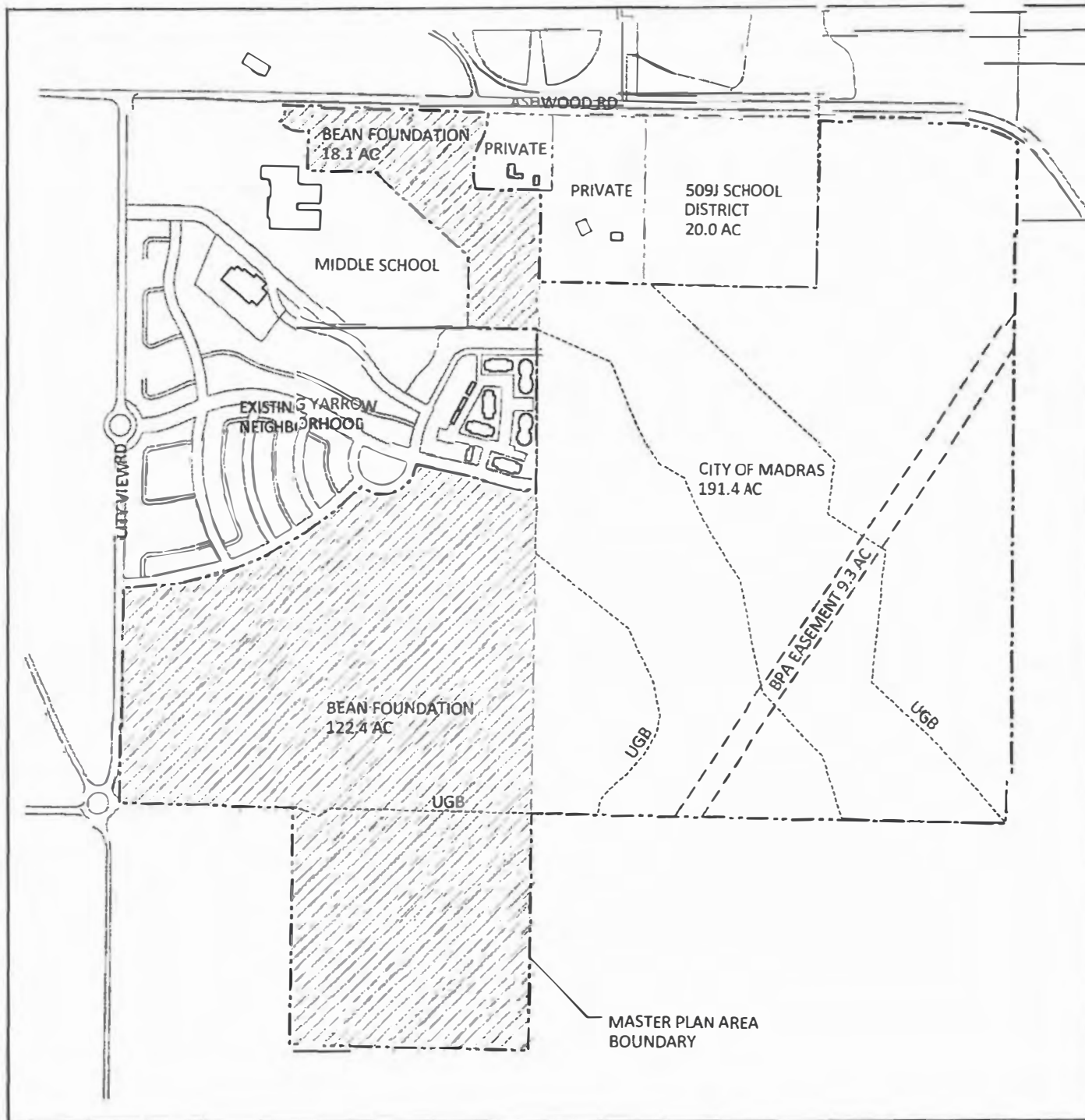
EXHIBIT B
DEPICTION OF ANNEXED TERRITORY
[attached]

EXHIBIT B1: EXISTING LAND OWNERSHIP

NOTE: THE BPA EASEMENT IS NOT INCLUDED IN ANY AREA CALCULATIONS

LEGEND:

-  MASTER PLAN (MP) AREA BOUNDARY
-  EXISTING BPA EASEMENT BOUNDARY
-  EXISTING PROPERTY LINE
-  URBAN GROWTH BOUNDARY (UGB)
-  LAND CURRENTLY OWNED BY BEAN FOUNDATION
-  LAND CURRENTLY OWNED BY CITY OF MADRAS (MP AREA ONLY)



MASTER PLAN AREA BOUNDARY








EXHIBIT B2: PROPOSED LAND ACQUISITION

Total land acquired from City of Madras by Bean Foundation: 120.0 AC +/-

Total land within master plan area to remain owned by City of Madras: 71.4 AC +/-

NOTE: THE BPA EASEMENT IS NOT INCLUDED IN ANY AREA CALCULATIONS. FUTURE RIGHT-OF-WAY (R.O.W.) ALIGNMENTS SHOWN ARE PRELIMINARY & SUBJECT TO CHANGE DURING LATER STAGES OF DESIGN PROCESS.

LEGEND:

-  MASTER PLAN AREA BOUNDARY
-  EXISTING BPA EASEMENT BOUNDARY
-  EXISTING PROPERTY LINE
-  PROPOSED AREA OF LAND ACQUISITION BOUNDARY
-  LAND CURRENTLY OWNED BY BEAN FOUNDATION
-  LAND TO BE ACQUIRED FROM CITY OF MADRAS BY BEAN FOUNDATION
-  LAND TO REMAIN CITY-OWNED (MP AREA ONLY)

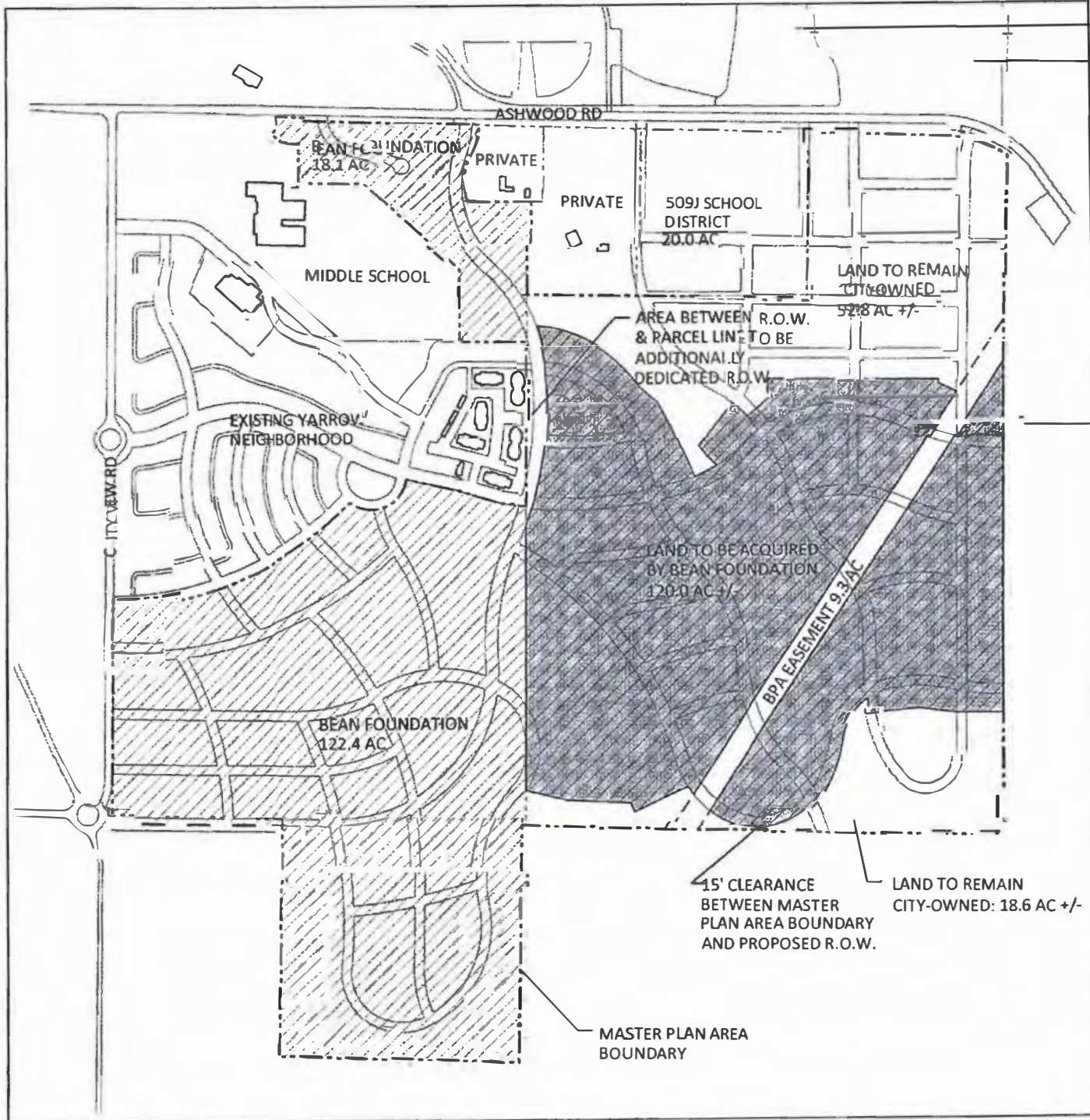










EXHIBIT B3: OPTIONAL LAND PURCHASE

Total land acquired from City of Madras by Bean Foundation: 138.5 AC +/-

Total land within master plan area to remain owned by City of Madras: 52.8 AC +/-

NOTE: THE BPA EASEMENT IS NOT INCLUDED IN ANY AREA CALCULATIONS. FUTURE RIGHT-OF-WAY (R.O.W.) ALIGNMENTS SHOWN ARE PRELIMINARY & SUBJECT TO CHANGE DURING LATER STAGES OF DESIGN PROCESS.

LEGEND:

-  MASTER PLAN AREA BOUNDARY
-  EXISTING BPA EASEMENT BOUNDARY
-  EXISTING PROPERTY LINE
-  PROPOSED AREA OF LAND ACQUISITION BOUNDARY
-  LAND CURRENTLY OWNED BY BEAN FOUNDATION
-  LAND TO BE ACQUIRED FROM CITY OF MADRAS BY BEAN FOUNDATION
-  OPTIONAL BEAN FOUNDATION PURCHASE
-  LAND TO REMAIN CITY-OWNED (MP AREA ONLY)

