

**MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA**  
**Wednesday, May 1, 2019 at 9:00 a.m.**  
**Bartholomew Building Upper Conference Room**  
**110 N. Court St., Heppner, Oregon**

- 1. Call to Order and Pledge of Allegiance:** 9:00 a.m.
- 2. City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
- 3. Open Agenda:** The Board may introduce subjects not on the agenda
- 4. Consent Calendar**
  - a. Accounts Payable, May 2<sup>nd</sup>; Two Payroll Payables, April 17<sup>th</sup> - Payroll Quarterly Tax, \$24,390.88 & Statewide Transit Tax, \$1,802.27
  - b. Accept OHV Park Operations & Maintenance Grant from Oregon Parks and Recreation Department
  - c. Memorandum of Agreement with the Department of Environmental Quality, On-Site Wastewater Treatment Program
- 5. Legislative Updates**
- 6. Department Reports**
  - a. Treasurer's Monthly Report (Gayle Gutierrez, Treasurer)
- 7. Business Items**
  - a. Request to Relocate Union Pacific Railroad Easement along Highway 74, Ione (Carla McLane, Planning Director; Steven Biehler, MCGG Operations Manager)
  - b. Discussion - City/County/Port Meeting Agenda Ideas
  - c. Irrigon Building Update (Darrell Green, Administrator)
- 8. Department Reports, continued**
  - a. Administrator's Monthly Report (Darrell Green)
  - b. Sheriff's Office Monthly Report (Melissa Ross, Administrative Lieutenant)
  - c. Finance Department Quarterly Report (Kate Knop, Finance Director)
  - d. Assessment & Tax Quarterly Report (Mike Gorman, Assessor/Tax Collector)
- 9. Correspondence**
- 10. Commissioner Reports**
- 11. Signing of documents**
- 12. Adjournment**

Agendas are available every Friday on our website ([www.co.morrow.or.us/boc](http://www.co.morrow.or.us/boc) under "Upcoming Events"). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutchter at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the

media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, Administrator at (541) 676-2529.



**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 2 of 2)**

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**1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

Operations & Maintenance grant for Morrow/Grant County Off-Highway Vehicle Park.  
Grant funding options previous approved by BOC 11/07/2019 through resolution #R-2018-25  
(see attachments: budge spread sheet and resolution)

**2. FISCAL IMPACT:**

Substantial: failure to approve/sign and return to state would mean loss of funding for the Operations and Maintenance of park.

Grant Request: Total: 828,973 (100%)

Grant: 661,800 (79.83%)

Match: 167,173 (20.17%)

**3. SUGGESTED ACTION(S)/MOTION(S):**

Approve, sign agreement as submitted, return to public works to obtain signatures from Oregon Parks and Recreation Department.

Once document completed by all parties: completed document will be provided to BOC for records

Attach additional background documentation as needed.

**ATV GRANT DETAILED BUDGET WORKSHEET**

APPLICANT:

Morrow County (MC)

PROJECT TITLE:

MGCOHV 2019-2021 O & M

	Unit (describe what unit is)	Unit Cost	Qty.	Subtotal	Match	Grant
<b>Type of Project</b>						
<b>Type of Item</b>						
Specific Item	Full-time Park Manager - 2 yrs	\$165,500.00	1	\$165,500.00	~~	\$165,500.00
	Park PT Employees (3) PT- MATCH - 2 yrs	\$60,000.00	1	\$60,000.00	\$25,000.00	\$35,000.00
	Park PT Youth Employee (5) - 2	\$20,000.00	1	\$20,000.00	~~	\$20,000.00
	Part-time Maintenance Employee (4) - 2 yrs	\$157,000.00	1	\$157,000.00	~~	\$157,000.00
	Fuel (Diesel, Gas, Propane) - 2 yrs	\$60,000.00	1	\$60,000.00	~~	\$60,000.00
	Equipment Maintenance - 2 yrs	\$45,000.00	1	\$45,000.00	~~	\$45,000.00
	Building Maintenance - 2 yrs	\$10,000.00	1	\$10,000.00	~~	\$10,000.00
	Trail Maintenance - 2 yrs	\$20,000.00	1	\$20,000.00	~~	\$20,000.00
	Fencing Material (per mile) - 2 yrs	\$5,000.00	1	\$5,000.00	~~	\$5,000.00
	Wood Material - 2 yrs	\$2,000.00	1	\$2,000.00	~~	\$2,000.00
	Signage - 2 yrs	\$10,000.00	1	\$10,000.00	~~	\$10,000.00
	Pipe - 2 yrs	\$3,000.00	1	\$3,000.00	~~	\$3,000.00
	Tools - 2 yrs	\$10,000.00	1	\$10,000.00	~~	\$10,000.00
	Paint/Stain - 2yrs	\$3,900.00	1	\$3,900.00	\$2,500.00	\$1,400.00
	Forestry Head (Trail Brushing)	\$25,000.00	1	\$25,000.00	~~	\$25,000.00
Additional Services						
	Oregon Dept. of Forestry - Fire Protection (MC)	\$31,325.00	2	\$62,650.00	~~	\$62,650.00
	Oregon Dept. of Forestry - Fire Protection (GC)	\$11,500.00	2	\$23,000.00	~~	\$23,000.00
	Chemical Toilets - Sanitary Services	\$4,250.00	2	\$8,500.00	\$4,250.00	\$4,250.00
	Publications	\$3,000.00	2	\$6,000.00	\$3,000.00	\$3,000.00
Grazing Leases	Morrow County -- Grazing Leases	\$7,000.00	2	\$14,000.00	\$14,000.00	~~
	Grant County -- Grazing Leases	\$6,000.00	2	\$12,000.00	\$12,000.00	~~
Camping Fees	Camping Fee Revenues					
	Camp Host Contract (camping/grazing revenue)	\$15,000.00	2	\$30,000.00	\$30,000.00	~~
	Electrical utilities (camping/grazing revenue)	\$20,000.00	2	\$40,000.00	\$40,000.00	~~
	Restroom/Shower supplies (camping/grazing revenue)	\$8,000.00	2	\$16,000.00	\$16,000.00	~~
Volunteer Hours	All other volunteers (OR2017 - independentsector.org)	\$24.89	700	\$17,423.00	\$17,423.00	~~
Equipment	Road Dept. Fleet Vehicles/Equipment	\$3,000.00	1	\$3,000.00	\$3,000.00	~~
<b>Sub-Totals ***</b>				\$828,973.00	\$167,173.00	\$661,800.00
<b>Grant Funds Requested *</b>						\$661,800.00
<b>Match Funds *</b>					\$167,173.00	
<b>Total Project Costs *</b>				\$828,973.00		
		Match %	20.17%	19 - 20% Min.		
<b>Grant Request Total</b>						<b>\$661,800.00</b>

**BEFORE THE BOARD OF COMMISSIONERS  
FOR MORROW COUNTY, OREGON**

IN THE MATTER OF AUTHORIZING )  
MORROW COUNTY PUBLIC WORKS )  
DEPARTMENT TO APPLY FOR AN )  
ALL-TERRAIN VEHICLE GRANT )  
FROM THE OREGON PARKS AND )  
RECREATION DEPARTMENT FOR )  
OPERATIONS AND MAINTENANCE )  
AT THE MORROW-GRANT COUNTY )  
OHV PARK )

Resolution No. R-2018-25

In the matter coming before the Morrow County Board of Commissioners, sitting as the governing body for Morrow County, Oregon during its regularly scheduled meeting on November 7, 2018; and

**WHEREAS**, ORS 203.035 authorizes Morrow County to exercise authority with in the County over matters of County concern; and

**WHEREAS**, the Oregon Parks and Recreation Department is accepting applications for the All-Terrain Vehicle Grant Program; and

**WHEREAS**, the Morrow County Parks Master Plan has identified the need to provide operations and maintenance for the trail system, campground, equipment and structures at the Morrow/Grant County Off-Highway Vehicle Park (OHV); and

**WHEREAS**, the Morrow County Public Works Department desires to participate in this grant program to the greatest extent possible as a means for needed park and recreation acquisitions, maintenance, improvements and enhancements;

**WHEREAS**, the applicant hereby certifies that the matching share for this application is readily available at this time; and

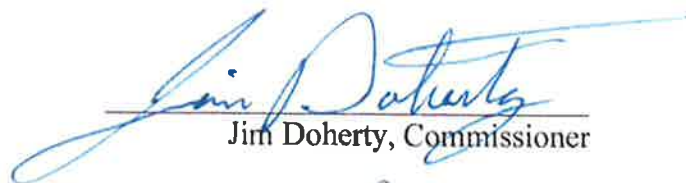
**NOW, THEREFORE, BE IT RESOLVED** that the Morrow County Public Works Department be authorized to apply for the All-Terrain Vehicle Grant from the Oregon Parks and Recreation Department; and

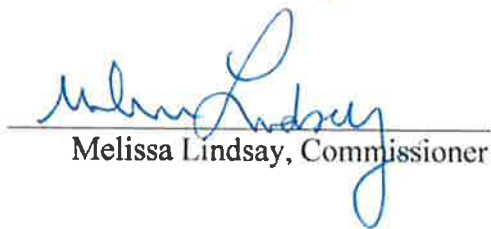
Dated this 7<sup>th</sup> day of November 2018.

**MORROW COUNTY BOARD OF COMMISSIONERS  
MORROW COUNTY, OREGON**

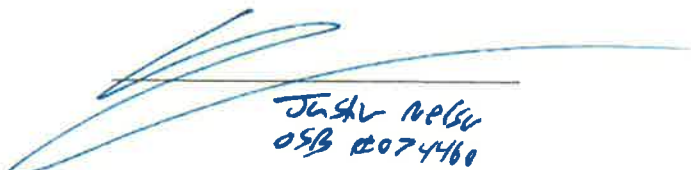


Don Russell, Chair

  
Jim Doherty, Commissioner

  
Melissa Lindsay, Commissioner

Approved as to form:

  
Justin Nelson  
OSB #074460



# Oregon Parks and Recreation Department

## All-Terrain Vehicle (ATV) Grant Program Agreement

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THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its **Oregon Parks and Recreation Department**, hereinafter referred to as "OPRD" or the "State" and **Morrow County Parks Department** hereinafter referred to as the "Grantee".

**OPRD Grant Number:** **ATV 19-14**  
**Project Title:** **MGCOHV 2019-2021 O&M**  
**Project Type (purpose):** **Operations and Maintenance**  
**Project Description:** This project requests funding for trail maintenance, fencing, signage, equipment maintenance, wages, publications, sanitation and fees for the operations and maintenance of staging areas and trail systems at the MGCOHV Park. The Project is further described in the Application included as Attachment A.

**Grant Funds /**  
**Maximum Reimbursement:** **\$661,800** (79.83%)  
**Grantee Match Participation:** **\$167,173** (20.17%)  
**Total Project Cost:** **\$828,973**

**Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment A. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at <http://oprdrgrants.org>. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

**Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to **June 30**, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by **July 31**.

**Reimbursement Terms:** Based on the estimated Project Cost of **\$828,973** and the Grantee's Match participation rate of **20.17%**, **the reimbursement rate will be 79.83%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **79.83%** of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the ATV Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Progress Reports:** Grantee shall submit Progress Reports with each Reimbursement Request or, at a minimum, at **three-month intervals**, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at [oprdrgrants.org](http://oprdrgrants.org).

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **June 30, 2021**. If project is completed before the designated completion date, this Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and the Final Progress Report.



**Final Request for Reimbursement:** Grantee must submit a Final Progress Report and a Final Reimbursement Request to OPRD within 45 days of the Project Completion Date.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

**Agreement Documents:** Included as part of this Agreement are:  
Attachment A: Project Application including Description and Budget  
Attachment B: Standard Terms and Conditions

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment B; Attachment A.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator  
Kirsti Cason  
Morrow County Parks Department  
P.O. Box 428  
Lexington, OR 97839  
(541) 989-9500  
kcason@co.morrow.or.us

Grantee Billing Contact  
Kirsti Cason  
Morrow County Parks Department  
P.O. Box 428  
Lexington, OR 97839  
(541) 989-9500  
kcason@co.morrow.or.us

OPRD Contact  
Mike Law, ATV Program Rep  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
541-991-1989  
[mike.law@oregon.gov](mailto:mike.law@oregon.gov)

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

**STATE OF OREGON  
Acting By and Through Its  
OREGON PARKS AND RECREATION DEPT.**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Daniel Killam, Deputy Director of Administration

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jan Hunt, Grants Section Manager

**Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:**

\_\_\_\_\_  
Date

By: Kristen Ennis  
ODOJ Signature or Authorization

\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Mike Law, ATV Program Representative

\_\_\_\_\_ *by email on April 12, 2019*  
Date

\_\_\_\_\_  
Date

# Attachment B – Standard Terms and Conditions

## Oregon Parks and Recreation Department All-Terrain Vehicle (ATV) Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, ORS 390.550 – 390.590, OAR 736.004.0005 – 736.004.0030, the current ATV Grant Program Manual and all other State adopted policies, guidelines and procedures.
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements.
5. **Equipment:** Equipment purchased with ATV Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the ATV Grant Program.

Equipment purchased with ATV grant funds must display a sticker supplied by the State, showing the ATV Grant funding source. The vehicle ID or a serial number, together with a photograph of equipment purchased with ATV grant funds shall be submitted to OPRD within 90 days of purchase. The Grantee is responsible for maintaining all equipment purchased under this agreement. The State must be notified prior to any sale or disposal of equipment purchased under this agreement. The Grantee agrees to return the equipment to the State for redistribution to other OHV programs should the Grantee end the project or OHV activities related to the Project at any time during the equipment's useful life. The Grantee is responsible for maintaining all equipment purchased under this agreement.

6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the

Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using ATV Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred

and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

9. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of the State or its designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased by Grantee as part of the Project.
10. **Public Access:** The Grantee shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin or place of primary residence.
11. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement. The Grantee may bill for reimbursable expenditures by utilizing OPRD's online Reimbursement System at [OPRDgrants.org](http://OPRDgrants.org)

Electronic Progress Reports: Grantee must submit a Progress Report online prior to submitting a request for reimbursement. Grantees shall submit reimbursement requests at a minimum of three-month intervals, starting from the project effective project start date.

Progress Reports are due on the following:

Period beginning January 1, ending March 31, report is due on April 30.

Period beginning April 1, ending June 30, report is due July 31.

Period beginning July 1, ending September 30, report is due October 31.

Period beginning October 1, ending December 31, report is due January 31.

12. **No Third-Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
13. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or

federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.

14. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
17. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
18. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
19. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

# Inadvertent Discovery Plan for Cultural Resources

Oregon Parks and Recreation Department • ATV Grant Program

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**The Inadvertent Discovery Plan (IDP) should be followed if cultural materials, including human remains, are encountered during construction.**

## **Protocol for coordination in the event of inadvertent discovery:**

- In the event of an inadvertent discovery of possible cultural materials, including human remains, all work will stop immediately in the vicinity of the find. A 30 meter buffer should be placed around the discovery with work being able to proceed outside of this buffered area unless additional cultural materials are encountered.
- The area will be secured and protected.
- The project manager/land manager will be notified. The project/land manager will notify the State Historic Preservation Office (SHPO). If possible human remains are encountered, the Oregon State Police, Commission on Indian Services (CIS), SHPO, and appropriate Tribes will also be notified.
  - **Oregon State Police:** ..... Chris Allori 503-731-4717
  - **CIS:** ..... Karen Quigley 503- 986-1067
  - **Appropriate Tribes:** .... As designated by CIS
  - **SHPO:** ..... Dennis Griffin 503-986-0674 or John Pouley 503-986-0675.
- No work may resume until consultation with the SHPO has occurred and a professional archaeologist is able to assess the discovery.
- If human remains are encountered, do not disturb them in any way. *Do not call 911.* Do not speak with the media. Secure the location. Do not take Photos. The location should be secured and work will not resume in the area of discovery until all parties involved agree upon a course of action.
- A professional archaeologist may be needed to assess the discovery and they will consult with SHPO and appropriate Tribal Governments to determine an appropriate course of action.
- Archaeological excavations may be required. This is handled on a case by case basis by the professional archaeologist and project manager, in consultation with SHPO and appropriate Tribes.

## **When to stop work:**

Construction work may uncover previously unidentified Native American or Euro-American artifacts. This may occur for a variety of reasons, but may be associated with deeply buried cultural material, access restrictions during project development, or if the area contains impervious surfaces throughout most of the project area which would have prevented standard archaeological site discovery methods.

Work must stop when the following types of artifacts and/or features are encountered:

***Native American artifacts may include (but are not limited to):***

- Flaked stone tools (arrowheads, knives scrapers etc.)
- Waste flakes that resulted from the construction of flaked stone tools
- Ground stone tools like mortars and pestles
- Layers (strata) of discolored earth resulting from fire hearths. May be black, red or mottled brown and often contain discolored cracked rocks or dark soil with broken shell
- Human remains
- Structural remains- wooden beams, post holes, fish weirs.

***Euro-American artifacts may include (but are not limited to):***

- Glass (from bottles, vessels, windows, etc.)
- Ceramic (from dinnerware, vessels, etc.)
- Metal (nails, drink/food cans, tobacco tins, industrial parts, etc.)
- Building materials (bricks, shingles, etc.)
- Building remains (foundations, architectural components, etc.)
- Old Wooden Posts, pilings, or planks (these may be encountered above or below water)
- Remains of ships or sea-going vessels, marine hardware, etc.
- Old farm equipment may indicate historic resources in the area
- Even what looks to be old garbage could very well be an important archaeological resource.

***When in doubt, call it in!***

**Proceeding with Construction**

- Construction can proceed only after the proper archaeological inspections have occurred and environmental clearances are obtained. This requires close coordination with SHPO and the Tribes.
- After an inadvertent discovery, some areas may be specified for close monitoring or ‘no work zones.’
- Any such areas will be identified by the professional archaeologist to the Project Manager, and appropriate Contractor personnel.
- In coordination with the SHPO, the Project Manager will verify these identified areas and be sure that the areas are clearly demarcated in the field, as needed.



# Attachment A MGCOHV 2019-2021 O&M (ATV)

Application #5122 - Grant Application Summary

## Project Information

Project Name

MGCOHV 2019-2021 O&M

Brief Project Description

Continue funding for trail maintenance, fencing, signage, equipment maintenance, wages, publications, sanitation and fees for the operations and maintenance of staging areas and trail systems at the MGCOHV Park.

Project Start Date

07/01/2019

Project End Date

06/30/2021

Site Name

Morrow-Grant County OHV Park

Site City/Town/Area

Heppner

Site County

Morrow

Site Description

Morrow-Grant County OHV park is located approximately 32 miles from Heppner and 27 miles from Spray off of Highway 207. The park has 200 plus miles of trails for Class I, II, III, IV to enjoy. There are a variety of amenities associated with the park: Day use, camping, restroom/showers, support/welcome center, playground, and hiking trail for guest to enjoy and use while at the park. The trails and park continue to be utilized not only for ATV's but for biking, equestrian, hiking and youth hunts.

Site Acreage

8500

Latitude

45.02286149005001

Longitude

-119.67547031793794

## Contact Information

Applicant

Morrow County

Applicant Federal Tax Id

Applicant DUNS Number

10741189

Project Contact

Kirsti Cason

Address

Kirsti Cason  
365 West HWY 74  
P.O. Box 428  
Lexington, Oregon 97839  
kcason@co.morrow.or.us  
541-989-9500

Reimbursement Contact

## Financial Information

Requested Amount

\$661,800.00

Match Amount

\$167,173.00

Total Project Cost

\$828,973.00

Grant %

79.83372196681918 %

Match %

20.166278033180816 %

## Project Budget Worksheet

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Full-Time Park Manager - 2 yrs.	1	2 years	\$165,500.00	\$165,500.00	\$0.00	\$165,500.00	
Park PT Summer Youth Employee (5) - 2 yrs. (12 weeks)	1	2 years (12 Weeks)	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	
Part-time Maintenance Employee (4) - 2 yrs	1	2 years	\$157,000.00	\$157,000.00	\$0.00	\$157,000.00	
Fuel (Diesel, Gas, Propane) - 2 yrs.	1	Unit	\$60,000.00	\$60,000.00	\$0.00	\$60,000.00	

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Equipment Maintenance - 2 yrs.	1	Unit	\$45,000.00	\$45,000.00	\$0.00	\$45,000.00	
Building Maintenance - 2 yrs	1	Unit	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	
Trail Maintenance - 2 yrs	1	Unit	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	
Fencing Material (per mile) - 2 yrs	1	Unit	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	
Wood Material - 2 yrs	1	Unit	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	
Signage - 2 yrs	1	Unit	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	
Pipe	1	Unit	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	
Tools - 2 yrs	1	Unit	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	
Oregon Dept. of Forestry - Fire Protection (MC)	2	1 Year	\$31,325.00	\$62,650.00	\$0.00	\$62,650.00	
Oregon Dept. of Forestry - Fire Protection (GC)	2	1 Year	\$11,500.00	\$23,000.00	\$0.00	\$23,000.00	
Park PT Employees (3) PT - MATCH - 2 yrs	1	2 years	\$60,000.00	\$60,000.00	\$25,000.00	\$35,000.00	Camping Fees/Park Revenues
Paint/Stain - 2 yrs	1	Unit	\$3,900.00	\$3,900.00	\$2,500.00	\$1,400.00	Camping Fees/Park Revenues
Forestry Head (Trail Brushing)	1	Unit	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00	See estimate/quote
Sanitary Services - Chemical Toilets	2	1 Year	\$4,250.00	\$8,500.00	\$4,250.00	\$4,250.00	Camping Fees/Park Revenues
Publications	2	1 Year	\$3,000.00	\$6,000.00	\$3,000.00	\$3,000.00	Camping Fees/Park Revenues
Morrow County – Grazing Leases/Property Tax	2	1 Year	\$7,000.00	\$14,000.00	\$14,000.00	\$0.00	Grazing Fees pay Property Taxes
Grant County – Grazing Leases/Property Tax	2	1 Year	\$6,000.00	\$12,000.00	\$12,000.00	\$0.00	Grazing Fees pay Property Taxes
Camp Host Contract	2	1 Year	\$15,000.00	\$30,000.00	\$30,000.00	\$0.00	Camping Fees/Park Revenues
Electrical Utilities	2	1 Year	\$20,000.00	\$40,000.00	\$40,000.00	\$0.00	Camping Fees/Park Revenues
Restroom/Shower Supplies	2	1 Year	\$8,000.00	\$16,000.00	\$16,000.00	\$0.00	Camping Fees/Park Revenues
All other Volunteers (OR2017 - independentsector.org)	700	Hours	\$24.89	\$17,423.00	\$17,423.00	\$0.00	Volunteers

Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Road Dept. Fleet Vehicles/Equipment	1	Unit	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	Force Account/Camping Fees/Park Revenues
Totals				\$828,973.00	\$167,173.00	\$661,800.00	

**Total Project Cost**

\$828,973.00

**Total Match from Sponsor**

\$167,173.00

**Grant Funds Requested**

\$661,800.00

**Supplemental Information**

1a. OPERATIONS (20 points for #1a - 1i) Provide a detailed project description of your grant request.

EMPLOYEES - Currently and in years past there is one full time position who manages and oversees all aspects of the day to day operations of the OHV Park. Multiple Part time employees, that vary work days to aid with having multiple crew members at the park to complete projects on any given day. New this year it is our hopes to employ high school aged students for a youth work crew through the summer, as jobs are difficult at best for youth to obtain in rural areas. Not only will this help develop work skills, and expand on knowledge of maintenance and up keep of a facility (ownership pride), as well as make them more employable in the future from having hands on work experience. All personnel of the park work together to complete maintenance and assessments of the trail system, equipment, park facility and its amenities.

**EQUIPMENT-TOOLS**

One time purchase of a forestry head that would attached to currently owned skid steer to aid with the large amounts of trail trimming. This forestry head would greatly reduce the time of hand pruning the 200+ miles of trail by hand, allowing crews to focus more on the maintenance of the trail itself. As in our area brush is not the only issue so are rocks/boulders, water ruts, and blowouts in the summer months. Small hand tools and supplies are being replaced as items wear out or become broken and damaged beyond repair. All of the equipment has a routine maintenance check to aid in keeping the equipment running efficiently. Which are associated maintenance costs from their operation, the park utilizes mini excavators, skid steer, side x sides, quads, trailers, dump truck, loaders, sweko, fire engines, and utility vehicles. This equipment helps transport employees, tools and items needed to maintain the park system. There are youth training machines that are used for evaluations at the park as needed for both quads and motorcycles.

**FUEL/MATERIALS-**

Gasoline, diesel, propane is utilized to keep the facility up and running. With out any of these items/people could not be transported, and equipment would be idle. Propane is utilized for heating of maintenance facilities, and public amenities. Pipe, wood, and signage is a necessary supply as these are item necessary for upkeep of facility and amenities.

**FIRE PROTECTION/GRAZING –**

Grazing agreements are in place with area ranchers that aid in reducing low to ground fire fuels. The revenues from this aid with payments on property taxes, utility and expenses at the park. Fire protection from Oregon Department of Forestry is by far one of the most important things the park needs, assistance funding the park does not yet generate enough revenue to offset the cost of this protection, and with out it it could be devastating. As there was a fire at park the did many acres of damage in the summer of 2018 and had it not been for the fire crews it could have substantial been far worse. Their rapid response was invaluable not only to the preservation of the park but the safety of the park visitors.

## TRAIL SYSTEM –

Maintenance on the trails is a year around project. Different projects are completed throughout the year due to the great variances throughout the year of the weather. Routine trail and fence line inspections are conducted annually and documented. Inspections help monitor blowouts, downed trees, brush issues, boulders, and water run off issues that may need to be addressed. Wildlife has a constant presence at the park and with large game in the area, sections of fence need repaired regularly, cattle in the area not just on the park for the grazing lease but adjacent land owners also requires attention. The fencing not only helps keep livestock where belong but also aids in the preservation of riparian areas. Signage on the trails that assist users on trail system are monitored and repaired as necessary. Rutting of trails, culvert replacement, and blow outs are only a few of the issues that crews keep monitor and or repair. Day use areas have restrooms which require sanitation services, and checked routinely to insure they are in working order and stocked.

Staging, Training, Rest Areas - the main focus on these areas is sanitation and structural upkeep. Buildings have rodent traps set that are serviced and checked regularly. Sanitation (garbage cans, portable restrooms, vault restroom, etc.) are in place as they are away from the main staging area where the majority of amenities are at the park and this provides amenities that would otherwise not be available. Providing these amenities through out the park aid in keeping the park clean for future generations.

### 1b. OPERATIONS - Describe the OHV riding area for this project.

The riding area is located in a forested region adjacent to USFS property that also permits ATV use. The terrain and soil vary that creates a unique challenges for all types of riders. Trails vary from packed gravel on flat terrain to the more difficult trails that have rocks on steep hill sides providing a challenge for even the more advanced riders. There are dirt trails that during the wet months become rutted that require maintenance to help with removal of rutting that can cause drainage issues. During the dry months the same trails can become dry and extremely powdery, to help prevent this wood chips, straw and other material are mixed in to help with the dust. There are also areas in the park that are solid rock that create their own unique challenges, crews monitor these areas during heaving rain or run offs as it sometimes can run into other areas creating damage.

### 1c. OPERATIONS - What Classes of ATVs will be allowed in the area?

All types are permitted: Class I-Quads, II-Jeeps/others (as seasons permit), III-motorcycles, and IV-sidexsides, as are snowmobiles, mtn. bikes, and horses

### 1d. OPERATIONS - When are the trails open for use? What are the typical wildlife, snow, fire season closures. Also discuss conditions that reduce riding such as summer heat or dust, winter rain/snow/cold.

Every effort is made to keep trails open for public use through out the year. Adverse weather can create situations where trails may need to be closed to prevent damage and or to perform trail maintenance. Winter months have significant lower usage on the trails compared to other times of the year, due to the low visitor numbers, portions of the park are closed seasonally. Park employees remain working at the park to monitor the trails and facilities, or conduct trail work as weather permits. Portions of the trail system are closed to provide access to a youth hunters and the safety of those in the area.

Seasons– Fall is busy time of the year preparing for winter and youth hunts at the park. Winter weather in this region vary from year to year from heavy snow pack to none. Spring is like winter and can vary with snow pack run offs and or rain creating run off that damages trails. Crews monitor this and trails are either temporarily closed to allow maintenance, or some cases rerouted when conditions are deemed necessary. Summer trails become dry and dusty that can cause blow out situations.

Riding Seasons- peak time for riding is varies in the spring but by May it is prime riding and the riding season peaks at this time prior and continue until summer heat dries things out and becomes dusty.

Wildlife– can be seen year around not only on the trails system but within the campground area as well. There is a youth spike elk hunt held in November and a youth doe hunt about the same time where the park closes a portion of the trail system to provide hunters an opportunity to hunt and teach younger generations another outdoor recreation life skill. In April there is opportunities for youth to participate in a turkey hunt on one weekend. Fishing is another thing the park provides for guests of all ages to enjoy. The park and ODFW partner together to stock ponds providing spring and summer fishing opportunities for visitors.

Fire Season– greatly depends on snow packs and moisture receive through out the year. regulated fire season based on past years have went into effect on July 1 if not earlier in dryer years. This restricts class II (jeep) vehicles from the trial system, the other types of ATV's have been permitted to use trail system. This is possible due to having on site fire equipment readily available, permits/partnerships with Oregon Department of Forestry. When conditions become extreme system is monitored closely and if fires are in area the trail system may be partially closed for public safety or fire prevention.

1e. OPERATIONS - Describe how this project will result in a well-designed, managed, and sustainable trail/ facility. How will impacts and damage to trails and facilities be proactively prevented or minimized through innovative and sustainable trail and facility design and management practices? Describe how this project maintains or increases the carrying capacity at the existing riding area.

Morrow County Parks personnel complete routine trail evaluations and make note of conditions of trails. In some cases trails may be temporarily closed due to excessive water run off or other significant damage to trail. These conditions are noted and then discussed among park personnel to schedule what needs to be completed. In some cases it is seasonal (due to run off or excessive moisture) and allowing a portion of trail to dry out. Other cases may be temporary closures to permit crews to work in area with equipment and install water bars and or culverts to aid with drainage. Downed trees or excessive trail brush (brush encroaching on trail from sides or within the trail itself) trees are removed when discovered, or in some cases noted so crews can come back and remove. Water crossings are monitored and in most cases have some type of structure that over stream allowing machines and equipment to cross with out distributing stream banks beds. All of these structures are routinely reviewed and conditions documented. Many of the logs cut from the trees are salvaged and returned to the campground where it is processed into fire wood for guests. In some cases nature overtakes a trail and a trail may have to be rerouted. All of this work plays an instrumental part in keeping the system open and operational by closing an area temporarily it allows workers to complete tasks safely and efficiently thus getting the trails open to the users at a more rapid pace. It is difficult at times as some areas are favored by riders more than others due to scenic views, but with out maintenance many of the trails would not be passable to a wide variety of skilled riders (novice to expert) it is our goal to have areas available that all can enjoy.

1f. OPERATIONS - Describe how the project will serve as a means to restore, improve or enhance, or conserve and maintain high quality or sensitive natural or cultural resources in the protected area, such as plant communities, wildlife, water bodies, terrain, and archeological or historic sites while striking a proper balance between the conservation of these resources and motorized trail use.

Morrow County works with multiple agencies to improve/sustain wildlife habitats and strives to continue these joint efforts. Examples of this can be found through out the park.

Fences are placed around aspen growths to help insure wildlife and cattle do not eat or damage the younger trees. In larger aspen growth areas evergreen trees are thinned out to ensure healthy growth of the aspens.

Spring projects continue to play an important role not only for water for animals but for streams in and around the area. The park has been working with the Oregon Watershed Enhancement Board (OWEB) for several years to make these improvements, and will continue to monitor springs now and in future.

There are historical sites located on the park, trails detour around these sensitive areas while some have signage and displays or kiosks describing the history of the area. There are items that are located at the park that pertain to the parks land history specifically the Kinzua Reloading Site. This area once served as a place to store logs prior to heading to the sawmill. There are machines on display they show that part of history, as well as a playground that has a sawmill theme.

Timber thinning happens when necessary many of the logs are used at the park for various projects, or firewood. Larger thinning projects aid with the prevention of spreading sick or buggy trees to other areas. All of this is done where the public can see and learn from the techniques that are used at the park to ensure that the area will be in as good if not better condition for future generations to enjoy.

1g. OPERATIONS - Describe how you developed your maintenance schedule. How many facilities/ staging areas will be maintained in this proposal and how often?

Trail development and maintenance is scheduled on a rotation basis and is inspected routinely for maintenance issues. Any issues discovered are incorporated into the trail maintenance rotation schedule by priority. Priority ranking incorporates safety, environmental and degradation of trails.

Staging areas (Three) - the main staging area is near the trail head/campground and park operations facility, The second is centrally located with in the park. The third is located at the east side of the park that access the Grant County area. All are visually inspected routinely and conditions are monitored and repaired as necessary.

Other park maintenance operations include the shop/compound area, lagoon system, playground, welcome-support building, two restroom/shower buildings, one vault restroom, dining/meeting hall, multiple small fishing ponds, and trails all of which provide amenities to the public.

EXAMPLE: (NOTE: Scheduling routine maintenance consists of 1. Major Collector Trails, 2. Minor Collector trails, 3. Secondary Trails) Trail system incorporates several classes of trail, major collector trail #1 red. This trail has all classed of traffic on daily basis. It therefore becomes a priority for ongoing maintenance. As venturing further off the main# red trail, trails become more diverse both by class and terrain. These trails have less use therefor fall more under a rotation basis. These trails are used more specifically by class

rather than major collector trails and are more site specific in maintenance needs; steep climbs or dust blowouts for example. All trails require and receive some maintenance through the riding season that is determined by use, weather and geography.

1h. OPERATIONS - Total miles of routes open to OHV use  
approximately 205

1i. OPERATIONS - If you manage multiple riding areas, list each area and total miles of routes.

Morrow and Grant Counties have a Memorandum of Understanding (MOU) for maintenance and management of the trail system in the two counties. Morrow County consists of approximately 7000 acres with approximately 170 miles of trails that are multi-modal traffic allowing more than one specific type of user. Grant County is approximately 1600 acres with about 35 miles of trails that are managed the same as Morrow County's area. The trails accommodate Class I, II, III, IV type vehicles but are also open to hiking, bicycles and equestrian use. Below is a break down with approximate mileage.

- 5 Miles Shared Use Roads - (street legal vehicles and Non-street legal OHV's)
- 10 miles Class I, II, III, IV Trails and Rock Crawl areas (Class II Jeep trails offer a novice to moderate challenging experience, with rock crawls for the more experienced.
- 140 Miles - Class I, II, III, IV Trails (65 inches or less) - difficulty levels varying from novice to expert
- 40 Miles - Class I, III, IV (50 inches or less) Trails
- 0 Miles - Class I, III (quad) Trails
- 10 Miles Class III (dirt bikes) difficulty level varies from moderate to extreme
- 0 Acres of area open to cross country travel
- 205 Total miles of trails, play areas, and rock crawls for visitors to enjoy

2a. RIDER BENEFITS (20 points for #2a-2d). How does this program benefit the OHV trail user?

Without the ATV Grant funding the trail system and all aspects of the land management would not be able to continue. The funds received from this grant program have allowed instrumental impacts to the area both for the trail system and the local communities. Funding allows the Morrow/Grant County OHV Park to maintain and keeps recreation destination open for the public to enjoy not only on ATV's but to others who enjoy outdoor recreation with family and friends.

2b. RIDER BENEFITS - Describe how the project addresses the top three statewide motorized trail issues: 1) Closure of trails, 2) Closure of unimproved backcountry roads and 3) Riding in closed areas.

1) Closure of trails

Morrow-Grant County OHV trail system would not be able to be maintained or in operate with out funding from the ATV Grant; thus would create another area where trails would no longer be maintained and potentially become closed for public use. Areas adjacent to the park have over the years been purchased and privatized and no longer allow Public access. Funding allows not only additional jobs in the area but keeps the area open to public for recreation.

2) Closure of unimproved back-country roads

Closure of unimproved back country roads while there are few roads in the park it is of high priority to keep these open. As many of the areas adjacent to the park that were once open to the public have become inaccessible or one has to pay fees for access. It is our goal to keep an area open for the public to see and enjoy the outdoors, wildlife and camping experience.

3) Riding in closed areas

With the park being open it provides a place that people travel great distances to come and enjoy. It is Morrow County's goal to keep the park open and operational for public to enjoy. Lack of funding would create another area that could become closed to riding. Having a place to ride and working with adjacent landowners the park is able to find a common ground. The park offers a place to ride and this aids in reduction of riders going into areas that are closed or have limited access to outdoor recreation.

2c. RIDER BENEFITS - Describe if and how the project addresses the following top three funding priorities: 1) Maintaining existing trails in good/ sustainable condition. 2) More single-track off-road motorcycle trails (Class III) and 3) Prioritize loop trails over out-and-back trails.

1.) Maintaining existing trails in good/sustainable condition is accomplished by the trail maintenance plan that utilizes a rotation system. This rotation system allows the trails to be monitored for water run off and other issues, while permitting personnel to grade, trim and improve trail conditions. Trails are prioritized by those trails that are most used, destination locations (View point or point of interest). Trails that are heavily used or have a destination location are done at least once per year, all other trails are accessed and rotated through the maintenance schedule as time allows due to weather conditions (dry, wet, snow, etc.) as well as taking care of any trail issues that arise due to normal use or weather damage. When there is a damaged trail this becomes a priority and is put on top of the list for maintenance. In doing this it helps keep the flow of maintenance of the trails system and the trails open as much as



possible.

2.) Increase of single-track off-road motorcycle trails continues to be a focus for the trail system development plan. Personnel works with different motorcycle groups on existing trails for maintenance. The parties discuss locations and ideas for future development of Class III trails. This is an ongoing process and is difficult due to the width of these types of trails. The majority of these trails are put in by hand and not equipment due to width of the trail as well as the terrain.

3.) Prioritizing loop trails over out-and-back trails is something that the park has and continues to develop the trails system around. There are trails in the system that have out-and-back many of these are due to the terrain and are often viewpoints overlooking a scenic area. The current trail system has routes that have multiple ways in and out of three different main staging areas; these options help with congestion. This type of multi-staging area works well for multiple reasons. One is that you do not meet as many users due to the various staging areas as well as multiple trails entering/exiting and providing different locations connecting into other trails. It also provides riders the option to ride different trails rather than out and back on the same trail. Regarding maintenance and safety it aids in reducing congestion of traffic and over use of a single trail thus providing a better riding experience.

2d. RIDER BENEFITS - Please describe how your program is maintaining or enhancing dispersed riding in your management area (forest, district, etc.). This may be outside the scope of this application, but is a use allowed in your area. For example, you may have a 10,000 acre riding area with designated trails, but your forest also has another 50,000 acres which allows dispersed ATV use on forest roads. Tell us about those 50,000 acres.

Dispersed riding area management does not necessarily apply to this trail system as it has trails and roads through out the park. There are no "cross country" riding areas "cross country" meaning ride where you wish even if off a designated trail. The park is adjacent to USFS property where riders do often have a difficult time understanding why it is ok to ride a particular type of machine in one area and not another. This is difficult at best to explain, but riders are provided contact information where they can find out as to why cross county riding is permitted in one other and not another.

3a. PLANNING (20 points for #3a-3c). Is the project part of an overall OHV plan for the area and does the project contribute to the implementation of the plan?

The OHV Park is part of Morrow County Park Master plan. This plan discusses how each of the county parks contribute to the county, and how each are managed. The OHV Park is a major contributing factor in this Parks Master Plan due to the popularity and size of the park. Continued funding of this park insures that there are personnel, equipment, and facilities for the public to continue to utilize in traveling through the area or while partaking in outdoor recreation at the park. The impact from not funding this project would be a loss to the county not only in an area that provide access to riding areas, but employment, vendors and businesses that the park and travelers purchase supplies from. The parks plan looks at this park as a destination park and has set short term and long term goals.

3b. PLANNING - Describe your planning efforts to determine the staffing levels and resources required. How do you make decisions on when and how staff will work on an annual basis, such as for seasonal peak use, seasonal closures (fire, snow), holiday weekends, weekdays/weekends, and number of employees at a given time?

The staffing for the MGCOHV park is made up of full time and part time employees. It is also a new goal to create summer youth employment as well for area youth.

Full time consists of a manager with part time consisting of maintenance and office employees with a goal to have a part time summer youth crew. The manager oversees all aspects of the park and aids with the maintenance and management of the park. There are at a minimum of three part time maintenance personnel that aid with maintenance of the trails and park. Two part time office personnel that aid with management, reservations and billings. The summer youth crew would aid with trail maintenance and upkeep of the facility; providing extra hands for single track (Class III motorcycle) trail maintenance. During the camping season (peak time) there are three park hosts one full time, one part time, and one on-call that assist with providing public information, aid with reservations and upkeep of the campground area.

Scheduling goal is to keep two personnel working during the day and more should project require it. The minimum of two is for safety reasons. The work schedule varies (as the part time employees work on a flex schedule), this is done to help with vacation, holidays, long weekends, and events. By having this type of flex schedule it insures that crews are able to monitor trail conditions in busiest areas, facilities and assist park guests as needed. It also helps for safety reasons, emergencies, or fires at or in immediate area of the park. Having two or more crew members working allows personnel to assess and/or take care of the issues in timely manner.

During the summer season when trails are busy and in full swing crews concentrate on cleaning out and fencing of riparian areas, repairing fences, cleaning and treating ponds, trimming trails and replacing signs as needed. Fence repairs are an annual thing due to wildlife in the area. Fire wood is created from dead, dying and thinned trees from the park. There is a seasonal closure during this time a heavy concentration of trail work is completed; consisting of grading, grooming and dealing with water draining issues as weather permits. In the winter months is when crews focus on managing slash piles and try to get them burned off. Spring crews pick up where they leave off in the fall and continue with trail work. Trail maintenance is varies from year to year due to the types of

situations weather conditions create. The rotation of the trails help insure that trails are all addressed and have maintenance review or work completed in a timely manor.

3c. PLANNING - Describe how your O&M program uses innovative and sustainable practices.

There are numerous ways that crews utilize innovative and sustainable practices. Local businesses are used when possible to acquire materials. Personnel and volunteers aid with removal of invasive weeds to prevent spread into other areas. Personnel continue to work and make plans for projects with other departments like the Oregon Watershed Enhancement Board (OWEB), Oregon Department of Fish and Wildlife (ODFW) and Oregon Department of Forestry (ODF) working with these and other agencies aid in protecting and enhancing valuable natural resources. There are bins placed through out the campground to promote and aid with recycling efforts, guests are encouraged to use these rather than tossing them along trails or in fire pits. Old fencing materials, signs scrap metal and batteries are taken to recycling centers where the items can be processed and reused if/when possible. Crews carpool to and from work locations reducing unnecessary fuel consumption. Removal of brush and debris from trail system by personnel and volunteers aid in keeping riders on trails and not detouring off of designated trails potentially causing unnecessary damage. Energy star efficient equipment and items are purchased when ever possible to lessen energy consumption. Trails are kept away from sensitive areas and habitats. Aspen tree stands and other sensitive areas are fenced off to help promote healthier environments.

4. ECONOMIC DEVELOPMENT OPPORTUNITIES (10 points). Describe how this project will contribute to the local economy.

The park supports and employees full and part time positions with a goal to add a youth crew during the summer that not only help with the daily park operations and maintenance but are also public out reach as well. Having the employees at the park aid with providing finical security that would not otherwise be available in the area, especially for the youth. By providing employment opportunities for the region it helps local businesses. The youth are able to obtain work experience which is becoming harder and harder for them to find employment, due to so many work restrictions. This opportunity helps prepare them for employ-ability in the future, and opportunity to make and save money for their future goals. The Local businesses in the surrounding areas benefit from not only the employees who spend their earnings, but those that are traveling thought the area and going to their destination. Since the parks conception the draw from out of the area visitors has increased over the years. These individuals purchase fuel, groceries, tires parts and have event created a demand for part for their machines, rvs and equipment. A large amount of goods, services, and materials are purchased from businesses within the two counties (Morrow and Grant). The park strives to have all of the contract work done by local contractors including constriction, sewer pumping, mechanical work that can not be performed at the park, fencing and trucking. The park also owns a structure in which a contractor operates a food service from for not park guest, travelers but the community as well. This contractor also purchases locally and offered employment opportunities. Securing funding for this project aids in showing local government, communities, businesses and visitors that park personnel is exploring all avenues possible to aid with funding to help ensure this park remains a travel destination that families and individuals want to return to year after year. Funding is of the highest priority as it insures that individuals retain their job and that the day to t day operations and maintenance of the park facility continue. Lack of funding would create a ripple effect through out the surrounding communities, with the main impacts being loss of jobs, youth employ ability opportunities, reduction of travelers that would all be felt by the local businesses where items are purchased by not only the park but travelers. Lack of maintenance on the facility would cause users to frown on the facility causing them to go to other areas (that are limited for ATV/Camping recreation). This park has been fortunate with businesses, individuals and groups whom support and or volunteer time, material, equipment to the park since its opening. Without the park there would be alack of funds to continue to provide a destination ATV recreational area that many have come to know and return to, enjoy, and often help maintain or improve during their stay.

5. FINANCIAL SUPPORT (5 points). Describe your match specific to this project that is included in your application budget, such as volunteer labor, other grants, agency budgets or donations. You may also describe contributions above and beyond the required 20% that will be contributed to your OHV program, but not included in the budget. Please list other non OPRD ATV Program grants you have received over the last 3 years which are not part of this grant, but relate to OHV use in your program.

Volunteers average 250+ hours per year and continue to aid with all aspects of the park. Camping, materials and services offered at the park aid with payment of utilities, contracts, sanitation, publication. Grants that have funded items/projects at the OHV Park include:

2015 - (RT16-004) - trail equipment (compact track loader) with trade in of old CAT skid steer

6. LETTERS OF SUPPORT (5 Points). Current letters of support, from a variety of sources, help to demonstrate the need and success of your program. Letters from OHV riders and clubs are very important. Letters from local businesses, county commissioners, and other groups are also important. Letters from agencies also show support, but only two letters from agencies are allowed. Please list the name, title, group, business or agency for each letter attached. Up to 10 letters of support will be accepted. No letters will be accepted from previous years.

Letters of support:

1. Morrow County Board of Commissioners - Resolution
2. Advanced Vehicle Solutions
3. OSU-OASYREP Program - David White
4. Northwest Trail Riders Association (NWTRA)
5. Namitz Family
6. MGC OHV Park Guest Book Review/comments

### Applicant Certification

As an authorized representative of **Morrow County**, I certify that as a condition of receiving ATV Grant Program assistance we will comply with all applicable local, state, and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules, Chapter 736, Division 4 for the Distribution of State Funding Assistance to Units of Public and Private Use for All Terrain Vehicles and OPRD's Procedures Manual for the program.

I also, certify that to the best of my knowledge, the information contained in this application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State Agreement, should this project receive funding assistance.

**Kirsti Cason, 11/15/2018**

### ▼ 5 Files

### ▼ 6 Logged Events

This application requires a Letter of Intent

Show Letter of Intent



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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## **1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

Attached is the Memorandum of Agreement (MOA) between the Department of Environmental Quality (DEQ) and both Umatilla and Morrow County implementing the Onsite Wastewater Treatment Systems Program. The MOA implements the program and identifies the relationship between the parties.

It is replacing the current MOA that DEQ has with Umatilla County, adding to the MOA the new Morrow County components being managed by Umatilla County.

Based on the last substantive discussion with the Board changes have been made to the IGA with a focus on indemnification. Other changes were focused in the IGA, approved last Wednesday.

The version attached is final and includes the attachment listing the permits being transferred from DEQ to Umatilla County on behalf of Morrow County.

To achieve timely transfer of the program it is my intent to arrive in Heppner or provide to Roberta prior to Wednesday a version with Umatilla County signatures. Once the Morrow County BOC signs the document will be forwarded to DEQ for final signatures, putting the agreement into force.

## **2. FISCAL IMPACT:**

None.

It should be noted that the real impact of this action will be the customer service to Morrow County residents.

## **3. SUGGESTED ACTION(S)/MOTION(S):**

I move approval of the Memorandum of Agreement between the Department of Environmental Quality, Umatilla County and Morrow County, implementing the Onsite Wastewater Treatment Systems Program, DEQ Agreement Number R010-19.

Attach additional background documentation as needed.

**Memorandum of Agreement  
Relating to  
Permitting and Inspection of Onsite Wastewater Treatment Systems**

**I. Parties:**

The parties to this agreement are the Oregon Department of Environmental Quality (DEQ), Umatilla County (Umatilla), and Morrow County (Morrow).

**II. Purpose:**

In accordance with the authority provided by Oregon Revised Statutes (ORS) 190.010, 190.030, 190.110, 454.640, 454.725 and 454.745, this Memorandum of Agreement (MOA) sets forth the roles and responsibilities of DEQ, Morrow, and Umatilla with respect to the Onsite Wastewater Management Program services in Umatilla and Morrow Counties that will be provided by Umatilla. The Parties intend this MOA to document the agreement between each county and DEQ to perform DEQ duties under ORS 454.635, 454.655, 454.665, and 454.755 as well as Umatilla's agreement with Morrow (Agreement #2019-417) to perform all such functions and activities within Morrow county. **This MOA hereby rescinds and replaces the MOA dated October 31, 2016 between DEQ and Umatilla (R025-16-I (EXP 033-17)).**

**III. Effective Date:** This MOA becomes effective upon signature by all parties listed in Section VIII and terminates on **June 30, 2028** unless terminated sooner pursuant to Section VI.

**IV. Agreements:**

1. Morrow agrees to the following:

- a. Morrow will perform the duties of DEQ under ORS 454.635, 454.655, 454.665, and 454.755 in Morrow County pursuant to ORS 454.725, through its cooperation and this MOA with Umatilla pursuant to ORS 190.010.
- b. Morrow will submit to Umatilla timely requests for services with as much advance notice as reasonably possible.
- c. Morrow will adopt fee schedules in accordance with ORS 454.745. Fees shall be based on actual costs for efficiently conducting services at the minimum level required by this MOA.

2. Umatilla agrees to the following:

- a. Umatilla will maintain adequate personnel and resources to receive and process applications for evaluation reports and permits for all onsite wastewater treatment systems proposed for construction, alteration, repair, or connection in accordance with the provisions of ORS

454.605 through 454.755, and Oregon Administrative Rules (OAR) 340-071-0100 through 340-071-0650 and utilizing procedures approved by DEQ, in both Umatilla and Morrow counties.

- b. Umatilla will administer this MOA and serve as the Agent for DEQ in both Umatilla and Morrow counties, except where DEQ staff involvement is expressly specified in Environmental Quality Commission (EQC) rules or this MOA.
- c. Umatilla will adopt fee schedules in accordance with ORS 454.745. Fees shall be based on actual costs for efficiently conducting services at the minimum level required by this MOA. All fees collected by Umatilla, for onsite services provided by Umatilla in Umatilla County, will be used by the Umatilla to defray Onsite Wastewater Management Program expenses in Umatilla County. All fees collected by Umatilla, for onsite services provided by Umatilla in Morrow County, will be used by Umatilla to defray Onsite Wastewater Management Program expenses in Morrow County.
- d. Umatilla will collect a DEQ surcharge for onsite system activities in Umatilla and Morrow counties in accordance with OAR 340-071-0140. Umatilla must submit both an accounting of monthly surcharge receipts and payment to DEQ on a monthly basis, within ten (10) business days of the first day of each month.
- e. Umatilla and DEQ agree to comply with State Treasurer rules for depository and public official filings (ORS 295.006).
- f. Umatilla will collect required fees from applicants according to the applicable fee schedule. Umatilla will keep a complete and accurate record of activities performed and of the fees collected. Umatilla will send the records to DEQ, upon request, in accordance with the instructions provided by DEQ.
- g. Upon request by DEQ, Umatilla will produce a financial report that itemizes Umatilla's onsite services provided, fees collected and program costs. Umatilla will provide DEQ with a copy of the financial report within sixty (60) calendar days of the request.
- h. Following the receipt of a completed site evaluation application and specified fee, Umatilla will timely conduct a site evaluation and issue a report, as described in ORS 454.655(5), 454.655(6), 454.755(1)(b) and OAR 340-071-0150 for all proposed systems with design flows of 2,500 gallons per day or less.
- i. Following the receipt of a completed application, for a permit for proposed systems with residential strength wastewater and design flows of 2,500 gallons per day or less, Umatilla will determine if the proposed construction will be in accordance with the rules of the EQC. Umatilla will issue a permit only if it finds that the proposed construction will be in accordance with the rules of the EQC. Umatilla will inspect the construction to determine if it complies with EQC rules and conditions of the permit. Based upon the results of the inspection Umatilla will issue a Certificate of Satisfactory Completion or Correction Notice, as appropriate.



- j. Umatilla will accept and process applications for evaluation reports on the adequacy of wastewater treatment methods for proposed and existing subdivisions, and will prepare such evaluation reports as described in ORS 454.755(1)(b) and 92.090(5)(c).
- k. Umatilla will evaluate existing onsite wastewater treatment systems and prepare a report in response to appropriate applications for Authorization Notices under OAR 340-071-0205.
- l. Umatilla will evaluate existing onsite wastewater treatment systems and prepare a report in response to appropriate applications for Existing System Evaluation Reports under OAR 340-071-0155.
- m. Umatilla will assist applicants making requests for a variance. If requested by DEQ, Umatilla will review and make recommendations on applications for variances from the onsite wastewater treatment system rules, and will participate in inspections and hearings as needed. If DEQ grants the variance, Umatilla will issue the permit, conduct the construction completion inspection and issue the Certificate of Satisfactory Completion or Correction Notice, as appropriate.
- n. Umatilla will notify the applicant in writing that the applicant may request a DEQ review for onsite evaluation reports, permits or Authorization Notice denials in accordance with OAR 340-071-0150(5), 340-071-0165, or 340-071-0205(10).
- o. Umatilla will adopt and maintain ordinances, consistent with state enforcement, for enforcement of the onsite program, including the authority to take action against any person who commits an onsite program rule violation, except for license and certification violations. Umatilla may meet this obligation by adopting its own enforcement ordinances or by adopting ordinances that incorporate existing DEQ enforcement provisions implementing ORS 454.605 through 454.755 or both. In addition, Umatilla will cooperate and assist DEQ in any action it takes to obtain compliance with the provisions of ORS 454.605 through ORS 454.755 and to implement EQC rules. Umatilla will provide information on enforcement activity to DEQ upon request by DEQ.
- p. Umatilla will investigate complaints relating to onsite wastewater treatment systems and when appropriate conduct an inspection. Umatilla will notify each alleged violator of the violation and order corrections. If the alleged violator fails to comply, Umatilla shall take appropriate enforcement action. Umatilla will provide information on complaint activity to DEQ upon request by DEQ.
- q. Umatilla will maintain documentation of non-compliance of persons performing sewage disposal services and forward non-compliance information to DEQ. Umatilla will provide information on non-compliance activity to DEQ upon request by DEQ.
- r. Upon request of DEQ or a licensee or applicant, Umatilla will inspect pumping equipment of businesses or persons licensed, or proposed to be licensed, to perform sewage disposal services under ORS 454.695.

- s. Umatilla will ensure that personnel hired to perform services within the Onsite Wastewater Management Program under this MOA meet the minimum qualifications for the State of Oregon. These minimum qualifications are:
  - (i) Registration with the State of Oregon as an Environmental Health Specialist, Environmental Health Specialist Trainee, Waste Water Specialist or Waste Water Specialist Trainee in accordance with ORS Chapter 700; and
  - (ii) Personnel who perform site evaluations or any other activity that requires the evaluation of soil must have at least ten (10) academic quarter hours, or equivalent semester hours, in Introductory Soil Science, Soil Morphology and Physical Geology or Geomorphology.

In the event Umatilla is unable to hire personnel with the qualifications listed above, DEQ may authorize hiring of someone who qualifies for registration as an Environmental Health Specialist, Environmental Health Specialist Trainee, Waste Water Specialist or Waste Water Specialist Trainee in accordance with ORS Chapter 700, if Umatilla provides DEQ with a training program and a plan to qualify that person.

- t. Umatilla will provide technical personnel with equipment necessary to fulfill the duties included in this MOA. The equipment must be in good working condition and include at a minimum:
  - (i) Five foot tape measure
  - (ii) 100 foot tape measure
  - (iii) Laser level
  - (iv) Tile probe
  - (v) Munsell Soil Color Chart
  - (vi) Clinometer
  - (vii) Soil knife or pick hammer or equivalent
  - (viii) Water bottle sufficient to moisten soil
- u. All Umatilla program personnel who perform technical permitting and inspection duties within the Onsite Wastewater Management Program must attend DEQ-provided onsite trainings such as soil workshops and program conferences.
- v. Umatilla will budget for necessary training and continuing education opportunities for Umatilla program staff.
- w. Umatilla onsite program manager, or the manager's designee, must attend the meetings referenced in section IV.3(e)(ii), below.
- x. Subject to Umatilla workload and staffing constraints, Umatilla will provide program personnel, to assist in program reviews of neighboring Counties as provided in section IV.3(e)(i), below.
- y. In the event Umatilla ceases providing onsite services pursuant to this MOA, Umatilla shall remit the following amount of the collected fees to DEQ, less the surcharge remitted separately:

- (i) 45 percent of the application fee where the permit has been issued and a final inspection has not been conducted and no Certificate of Satisfactory Completion issued.
- (ii) 22.5 percent of the application fee where the permit has been issued, a final inspection responded to, and a correction notice was posted.
- (iii) 100 percent of the application fee for any onsite application where no significant work has been done in response to the application.

3. DEQ agrees to the following:

- a. DEQ will maintain adequate personnel and resources to carry out its commitments under this MOA. It will supply Umatilla with electronic copies of revisions of the rules, internal management directives, procedural memoranda, and recommended or required forms.
- b. DEQ will accept enforcement referrals for sewage disposal service license violations. DEQ may defer action on enforcement referrals for situations that also violate local land use, planning, zoning, or building ordinances until the ordinance violations have been resolved by Umatilla.
- c. DEQ will provide training programs that include soil workshops and program conferences for all onsite personnel in the state, and other training programs DEQ determines to be necessary.
- d. DEQ will provide the following program support services to counties upon request:
  - (i) Rule interpretation.
  - (ii) Technical assistance.
- e. DEQ will perform oversight and coordination services to ensure an appropriate level of standardization is established within each county in the State. The following services will be provided by DEQ on an as-needed basis:
  - (i) DEQ will perform a program review and provide a written report. The program review will include evaluating field data and file information to determine Umatilla implementation of the terms of this MOA. The program review will also collect financial information to ensure fees collected are used appropriately and that the applicable fee schedule is appropriate. DEQ staff and technical staff from neighboring counties may conduct the program evaluation.
  - (ii) The DEQ regional onsite program staff will meet with Umatilla representatives to exchange information regarding rules, policies, standards, and technology.
  - (iii) DEQ regional technical staff will accompany Umatilla technical staff on field activities to exchange technical information, practices and procedures, as DEQ staffing and schedules allow.
- f. DEQ will provide Umatilla with surcharge payment and activity reporting instructions.

- g. DEQ will evaluate materials used in onsite systems within the State of Oregon, and provide a list of approved materials to Umatilla. DEQ may also conduct site evaluations and issue permits for onsite systems that include new or innovative technologies, materials or designs being evaluated with an application for approval, as outlined in OAR 340-071-0135.
- h. DEQ will accept and process applications for permits to construct systems designed for treating greater than residential strength wastewater and with design flows greater than 2,500 gallons per day.
- i. DEQ will license sewage disposal service applicants and provide Umatilla with a list of licensees.
- j. DEQ will certify installers and maintenance providers and provide Umatilla with a list of certified individuals.
- k. DEQ will resume administration of the Onsite Wastewater Management Program in the event of termination of this MOA.
- l. In the event the DEQ ceases providing onsite services, DEQ must remit the following amount of the application fees collected to Umatilla, less the surcharge collected separately for applications that have been received and the required activity has not been completed;
  - (i) 45 percent of the application fee where the permit has been issued, is not expired and a final inspection has not been conducted and no Certificate of Satisfactory Completion issued.
  - (ii) 22.5 percent of the application fee where the permit has been issued, a final inspection responded to, and a correction notice was posted, and the permit has not expired.
  - (iii) 100 percent of the fee for applications where no significant work has been done in response to the application.

Within thirty (30) business days after execution of this MOA, DEQ agrees to submit a one time payment to Umatilla for onsite applications not closed at time of transfer for Morrow County. The breakdown of the permit applications and amount per permit is identified in Attachment A.

4. Umatilla and DEQ mutually agree:

- a. DEQ will notify Umatilla in writing if DEQ's oversight and coordination activities described in subsections IV.1 and IV.2 of this MOA, above, indicate that significant improvements or program modifications are needed to comply with ORS 454.635, 454.655, 454.665, and 454.755, OAR Chapter 340, Division 071 and 073 or this MOA. Umatilla will provide a written response within thirty (30) calendar days upon notification from DEQ and provide a time schedule to implement needed improvements or modifications. If Umatilla fails to implement the needed improvements or modifications, DEQ may immediately terminate this

MOA and assume administration of the program in Umatilla and Morrow counties upon written notice to Umatilla. The requirement for ninety (90) calendar days notice in Section VI, below, does not apply under this provision.

- b. No party will assign all or any part of its interest in this MOA without the prior written consent of the other parties. No party will sub-contract all or any part of its duties under this MOA without the prior written consent of the other parties.

V. Indemnity:

1. Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Umatilla shall indemnify and hold, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Morrow and DEQ, its officers, agents, and employees, harmless from any and all claims, actions, costs or damages caused by Umatilla.
2. Subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), DEQ shall indemnify and hold, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, Umatilla and Morrow, its officers, agents, and employees, harmless from any and all claims, actions, costs or damages caused by DEQ.
3. Without limiting the generality of the foregoing, no party shall be liable to any other party for any incidental or consequential damages arising out of or related to this MOA. No party shall be liable for any damages of any sort arising solely from the termination of this MOA or any part hereof in accordance with its terms.

VI. Termination of the MOA:

A party may terminate the MOA by providing the other parties with ninety (90) calendar days prior written notice of the intent to terminate.

VII. General:

1. **No Discrimination.** Each party agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, age or sexual orientation, suffer discrimination in the performance of this agreement when employed by either party. Each party agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Section V of the Rehabilitation Act of 1973 as amended, and all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Additionally, each party shall comply with the Americans with disabilities Act of 1990 as amended, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
2. **No Waiver.** The failure by any party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.
3. **Severability.** Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only

the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.

4. **Headings.** The headings of this Agreement are for convenience only and shall not be used to construe or interpret any provisions of this Agreement.
5. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any; whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.
6. **Written Amendments Required.** This Agreement may not be modified or amended except by a writing signed by all parties.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, including electronically transmitted counterparts, which when taken together shall constitute one in the same instrument. Facsimiles and electronic transmittals of the signed document shall be binding as though they were an original of such signed document.

(continued on the next page)

VIII. Signatures:

All parties, by the signatures below, hereby acknowledge that they have read this MOA, understand it and agree to be bound by its terms and conditions.

**Department of Environmental Quality**

By \_\_\_\_\_  
Leah Feldon, Deputy Director

Date \_\_\_\_\_

By \_\_\_\_\_  
Brian Boling, acting CSD Administrator-DPO

Date \_\_\_\_\_

**Umatilla County Board of Commissioners**

By George Murdock  
George Murdock, Chair

Date April 26, 2019

By John Shafer  
John Shafer, County Commissioner

Date April 29, 2019

By William Elfering  
William Elfering, County Commissioner

Date April 29, 2019

**Morrow County Board of Commissioners**

By \_\_\_\_\_  
Jim Doherty, Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Melissa Lindsay, Commissioner

Date \_\_\_\_\_

By \_\_\_\_\_  
Don Russell, Commissioner

Date \_\_\_\_\_



Approved for legal sufficiency by Anika E. Marriott, Oregon Department of Justice by separate document dated April 25, 2019



<b>Parcel Number</b>	<b>Application Number</b>	<b>Application Type</b>	<b>Fees (Without Surcharge)</b>	<b>Permit Issued?</b>	<b>Pre-Cover?</b>	<b>Amount to Umatilla</b>
02N23E171402	250-19-000068-PRMT	Construction Permit	\$1038	Yes	No	\$467.10
05N26E23A1401	250-19-000067-PRMT	Construction Permit	\$1038	Yes	No	\$467.10
04N25E20B2500	250-19-000065-PRMT	Major Repair	\$551	No	No	\$551.00
04N25E20A6900	250-19-000058-PRMT	Construction Permit	\$1038	Yes	No	\$467.10
04N25E20708	250-19-000055-PRMT	Minor Repair	\$264	Yes	No	\$118.80
01S24E04700 (Parcel 3)	250-19-000041-EVAL	Site Evaluation	\$700	No		\$700
01S24E04700 (Parcel 2)	250-19-000040-EVAL	Site Evaluation	\$700	No		\$700
05N26E3414	250-19-000028-PRMT	Construction Permit	\$1038	Yes	No	\$467.10
04N26E3414	250-19-000027-PRMT	Construction Permit	\$1104	Yes	No	\$496.80
04N25E103206	250-19-000026-PRMT	Construction Permit	\$1104	Yes	No	\$496.80
05N26E25D400	250-19-000021-PRMT	Major Repair	\$551	Yes	No	\$247.95
04N26E213414	250-19-000014-PRMT	Major Repair	\$1038	Yes	No	\$467.10
04N25E16704	250-19-000003-PRMT	Construction Permit	\$1038	Yes	No	\$467.10
03N26E141400	250-19-000002-PRMT	Construction Permit	\$1038	Yes	No	\$467.10
02S26E34DD1200	250-18-000363-PRMT	Major Repair	\$551	No	No	\$551.00
					Total	\$7132.05



## TREASURER

**Gayle L. Gutierrez**

100 Court Street  
P.O. Box 37  
Heppner, Oregon 97836  
**Phone: 541-676-5630 • Fax: 541-676-5631**  
E-mail: ggutierrez@co.morrow.or.us

05/01/2019

To: Morrow County Board of Commissioners  
From: Gayle L. Gutierrez, Morrow County Treasurer  
Re: Treasurer's Monthly Financial Statements as per ORS 208.090

The first two and a half pages of the Pooled Cash Report will tell you the cash amount in each individual fund.

On the third page of the Pooled Cash Report please note the amounts of actual cash on hand and what institutions that they are deposited in.

The interest rate for the Local Government Investment Pool is 2.75%.

The interest rate for the Bank of Eastern Oregon is .05%.

The interest rate for Community Bank is .02%.

The interest rate for US Bank is .01694%.

Investment in US Bank is 2.539%. The State Pool was at 2.25% at the time the investment was made.

Outstanding checks as of March 31, 2019 total is \$427,017.67.

The activity summary for the LGIP is also included.



# Local Government Investment Pool

[Profile Update](#) | [Logout](#) | [Contact](#) | [FAQ](#)

[Reports](#)
▶
[Transactions](#)
▶
[Tools / Forms](#)
▶

- Reports
- [Balance Summary](#)
- [Current Balance Summary](#)
- [Monthly Summary](#)
- [Previous Month Trans](#)
- [Month to Date Trans](#)
- [Query & Download Trans](#)
- [Pending Transactions](#)
- Statements
- [Monthly Statements](#)
- [Daily Confirms](#)
- Documents
- [Statement Guide](#)
- [IP Statement Guide](#)
- [New Daily Confirm Format Information](#)
- [Account Information](#)
- [Wire Payee Instructions](#)
- [ACH Payee Instructions](#)
- [Holiday Schedule](#)
- [News & Alerts](#)
- [EON Enhancements](#)

Reports - Previous Month Transactions

March 2019

MORROW CO

Show inactive accounts :

Account:

Oregon LGIP

Posting Date	Settlement Date	Transaction	Dollar Amount of Transaction	Share Price	Shares This Transaction
3/1/2019	3/1/2019	LGIP Fees - ACH Redemption (4 @ \$0.05 - From 4206) - February 2019	(\$0.20)	1.00000	(0.200)
3/1/2019	3/1/2019	LGIP Fees - Wire Transfer Redemption (1 @ \$10.00 - From 4206) - February 2019	(\$10.00)	1.00000	(10.000)
3/1/2019	3/1/2019	LGIP Fees - Received ACH (2 @ \$0.10 - From 4206) - February 2019	(\$0.20)	1.00000	(0.200)
3/4/2019	3/4/2019	SFMS Fr:Oregon Health Authority OHA public Health Program	\$13,351.51	1.00000	13,351.510
3/5/2019	3/5/2019	Redemption - ACH Redm	(\$55.00)	1.00000	(55.000)
3/5/2019	3/5/2019	SFMS Fr:Liquor Control Commission,Oregon OLCC Tax (Liquor)	\$4,120.62	1.00000	4,120.620
3/7/2019	3/7/2019	Transfer to Boardman, City of - BOARDMAN CITY OF / CENTRAL URA	(\$1,130.95)	1.00000	(1,130.950)
3/7/2019	3/7/2019	Transfer to Boardman, City of - BOARDMAN CITY OF / WEST URA	(\$855.93)	1.00000	(855.930)
3/7/2019	3/7/2019	Transfer to Boardman Park and Recreation - BOARDMAN PARK & REC/RECREATION CENTER	(\$15,297.74)	1.00000	(15,297.740)
3/7/2019	3/7/2019	Transfer to Blue Mountain Community College - BLUE MOUNTAIN COMMUNITY COLLEGE	(\$29,067.51)	1.00000	(29,067.510)
3/7/2019	3/7/2019	Transfer to Boardman Park and Recreation - BOARDMAN PARK AND RECREATION	(\$5,010.11)	1.00000	(5,010.110)
3/7/2019	3/7/2019	Transfer to Morrow County School District #1 -	(\$121,816.98)	1.00000	(121,816.980)

## EON - Previous Month Transactions

		MORROW COUNTY SCHOOL DISTRICT #1			
3/7/2019	3/7/2019	Transfer to Boardman, City of - BOARDMAN CITY OF	(\$38,056.39)	1.00000	(38,056.390)
3/7/2019	3/7/2019	Transfer to InterMountain Education Service Dis - INTERMOUNTAIN ESD	(\$20,250.30)	1.00000	(20,250.300)
3/7/2019	3/7/2019	Transfer to Lone School District #2 - IONE SCHOOL DISTRICT #2	(\$14,635.93)	1.00000	(14,635.930)
3/8/2019	3/8/2019	Redemption - ACH Redm	(\$87.05)	1.00000	(87.050)
3/11/2019	3/11/2019	SFMS Fr:Oregon Health Authority Oregon Contraceptive Care (CCare)	\$1,408.21	1.00000	1,408.210
3/15/2019	3/15/2019	Redemption - ACH Redm	(\$55.00)	1.00000	(55.000)
3/15/2019	3/15/2019	SFMS Fr:Oregon Health Authority CFAA Monthly Allotment	\$147,475.55	1.00000	147,475.550
3/19/2019	3/19/2019	Redemption - ACH Redm	(\$170.00)	1.00000	(170.000)
3/19/2019	3/19/2019	ODOT - ODOT PYMNT	\$88,046.19	1.00000	88,046.190
3/21/2019	3/21/2019	ODOT - ODOT PYMNT	\$27,251.14	1.00000	27,251.140
3/25/2019	3/25/2019	SFMS Fr:Oregon Health Authority OHA public Health Program	\$23,387.51	1.00000	23,387.510
3/26/2019	3/26/2019	Redemption - ACH Redm	(\$55.00)	1.00000	(55.000)
3/27/2019	3/27/2019	Redemption - ACH Redm	(\$400,000.00)	1.00000	(400,000.000)
3/28/2019	3/28/2019	SFMS Fr:Administrative Services, Dept of U.S. Fed. Mineral Leases	\$801.71	1.00000	801.710
3/29/2019	3/29/2019	Accrual Income Div Reinvestment - DIV	\$46,640.60	1.00000	46,640.600
		<b>Totals:</b>	<b>(\$294,071.25)</b>		<b>(294,071.250)</b>

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MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: MARCH 31ST, 2019

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
101-100-1-10-1500		GENERAL FC W/TREASURER	7,090,606.01 (	29,106.72)	7,061,499.29
200-100-1-10-1500		HERITAGE TRAIL FC W/TREAS	17,546.54	40.26	17,586.80
201-100-1-10-1500		ROAD EQUIP FC W/TREASURER	385,328.82	884.13	386,212.95
202-100-1-10-1500		ROAD FC W/TREASURER	1,486,774.22	1,530,788.73	3,017,562.95
203-100-1-10-1500		FINLEY BUTTES FC W/TREASURER	406,565.10	26,724.33	433,289.43
204-100-1-10-1500		YOUTH/CHILD FC/TREASURER	66,157.92	0.00	66,157.92
205-100-1-10-1500		AIRPORT FC W/TREASURER	282,607.15 (	243,113.08)	39,494.07
206-100-1-10-1500		LAW LIBRARY FC W/TREASURER	37,689.06 (	793.78)	36,895.28
207-100-1-10-1500		911 FC W/TREASURER	219,864.69 (	15,183.65)	204,681.04
208-100-1-10-1500		SURVEYOR PRES FC/TREASURER	217,109.57	1,591.90	218,701.47
209-100-1-10-1500		CSEPP FC W/TREASURER	0.00	0.00	0.00
210-100-1-10-1500		FINLEY BUTTES LIC. FC W/TREAS	704,651.05	103,354.43	808,005.48
211-100-1-10-1500		MCSO CO SCHOOL FC W/TREAS	414.96	421.60	836.56
212-100-1-10-1500		ISD COMMON SCH FC W/TREASURER	40.41	41.04	81.45
214-100-1-10-1500		FAIR FC W/TREASURER	223,187.43	597.76	223,785.19
215-100-1-10-1500		COMP EQUIP FC W/TREASURER	37,578.68	86.22	37,664.90
216-100-1-10-1500		STP FC W/TREASURER	34,436.92	4,178.56	38,615.48
217-100-1-10-1500		PROGRAMMING RES FC W/TREASURER	71,044.97	163.01	71,207.98
218-100-1-10-1500		ENFORCEMENT FC W/TREAS	23,060.87	52.91	23,113.78
219-100-1-10-1500		VIDEO LOTTERY FC W/TREAS	51,960.41	119.22	52,079.63
220-100-1-10-1500		VICTIM/WITNESS FC W/TREAS	16,696.01	7,315.74	24,011.75
222-100-1-10-1500		WILLOW CREEK FEES FC W/TREAS	69,503.08 (	29,956.12)	39,546.96
223-100-1-10-1500		CAMI GRANT FC W/TREAS	39,103.09 (	8,798.62)	30,304.47
224-100-1-10-1500		WEED EQUIP RES. FC W/TREAS	5,318.45	12.20	5,330.65
225-100-1-10-1500		STP VEHICLE FC W/TREAS	140,469.30	322.31	140,791.61
226-100-1-10-1500		FAIR ROOF FC W/TREAS	18,093.90	41.52	18,135.42
227-100-1-10-1500		HEPPNER ADMIN BLDG FC W/TREAS	36,504.16	83.76	36,587.92
228-100-1-10-1500		SAFETY COMMITTEE FC W/TREAS	23,911.64 (	4.73)	23,906.91
229-100-1-10-1500		BLEACHER RESERVE FC W/TREAS	10,178.37	23.35	10,201.72
230-100-1-10-1500		RODEO FC W/TREAS	19,755.83	45.33	19,801.16
231-100-1-10-1500		JUSTICE COURT FC W/TREAS	67,217.27	9,185.77	76,403.04
233-100-1-10-1500		CLERKS RECORD FC W/TREAS	19,062.09	171.38	19,233.47
234-100-1-10-1500		DUII IMPACT FC W/TREAS	27,838.24	63.87	27,902.11
236-100-1-10-1500		FAIR IMPROV. FUND FC W/TREAS	5,719.66	13.12	5,732.78
237-100-1-10-1500		BUILDING PERMIT FC W/TREAS	714,970.70	1,640.49	716,611.19
238-100-1-10-1500		PARK FC W/TREAS	340,211.43 (	24,427.75)	315,783.68
240-100-1-10-1500		EQUITY FC W/TREAS	170,183.00	390.48	170,573.48
241-100-1-10-1500		BUILDING RESERVE FC W/TREAS	247,578.11	568.07	248,146.18
243-100-1-10-1500		LIQUOR CONTROL FC W/TREAS	840.84	1.93	842.77
245-100-1-10-1500		WFP FC W/TREASURER	6,257.73	0.00	6,257.73
321-100-1-10-1500		FOREST SERVICE FC W/TREAS	61,564.89	141.26	61,706.15
322-100-1-10-1500		COURT SECURITY FC W/TREAS	159,149.06	1,912.45	161,061.51
500-100-1-10-1500		ECHO WINDS FC W/TREAS	6,840.87	15.70	6,856.57
501-100-1-10-1500		SHEPHERDS FLAT FC W/TREAS	146,442.38 (	130,555.76)	15,886.62
502-100-1-10-1500		MO CO ENTERPRIZE ZO FC W/TREAS	0.00	0.00	0.00
504-100-1-10-1500		STO FC W/TREAS	29,767.43 (	4,019.71)	25,747.72
505-100-1-10-1500		IONE/LEX CEM-IRRIG FC W/TREAS	10,994.19	25.23	11,019.42
510-100-1-10-1500		P & P FC W/TREAS	407,584.05 (	21,870.78)	385,713.27
514-100-1-10-1500		IONE SD B & I FC W/TREAS	3,095.39	3,345.82	6,441.21

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
515-100-1-10-1500	BOARDMN URB REN FC W/TREAS		1,130.95	978.42	2,109.37
516-100-1-10-1500	RADIO DIST FC W/TREAS		5,614.07	5,708.97	11,323.04
519-100-1-10-1500	WEST BOARDMN URA FC W/TREAS		855.93	816.31	1,672.24
521-100-1-10-1500	PGE CARTY FC W/TREAS		1,609,875.10	( 1,594,727.89)	15,147.21
617-100-1-10-1500	MO CO HEALTH DIST FC W/TREAS		29,954.68	30,364.15	60,318.83
618-100-1-10-1500	IRRIGON SEWER FC W/TREAS		0.00	0.00	0.00
619-100-1-10-1500	WEST EXTENSION FC W/TREAS		0.00	0.00	0.00
620-100-1-10-1500	BLACK MNT FC W/TREAS		0.07	0.00	0.07
621-100-1-10-1500	CITY OF BOARDMAN B & I FC W/TR		6,649.69	7,236.92	13,886.61
622-100-1-10-1500	CITY OF HEPPNER B & I FC W/TRE		0.00	0.13	0.13
623-100-1-10-1500	CITY OF IRRIGON B & I FC W/TRE		3,465.89	3,787.19	7,253.08
624-100-1-10-1500	CITY OF LEXINGTON B & I FC W/T		14,750.62	462.42	15,213.04
625-100-1-10-1500	BOARDMAN PARK & REC B & I		0.00	0.00	0.00
626-100-1-10-1500	MAN. STRUCTURE OMBUDSMAN		87.05	95.82	182.87
628-100-1-10-1500	WILLOW CREEK PARK B & I FC W/T		3,424.04	9.57	3,433.61
629-100-1-10-1500	PORT OF MORROW B & I FC W/TREA		0.00	0.00	0.00
630-100-1-10-1500	PORT OF MORROW FC W/TREAS		2,777.23	2,825.08	5,602.31
631-100-1-10-1500	CITY OF BOARDMAN FC W/TREAS		31,406.70	32,198.67	63,605.37
632-100-1-10-1500	CITY OF HEPPNER FC W/TREAS		6,097.11	6,718.06	12,815.17
633-100-1-10-1500	CITY OF IONE FC W/TREAS		993.18	1,070.64	2,063.82
634-100-1-10-1500	CITY OF IRRIGON FC W/TREAS		3,173.54	3,326.24	6,499.78
635-100-1-10-1500	CITY OF LEXINGTON FC W/TREAS		653.37	653.45	1,306.82
636-100-1-10-1500	BOARDMAN RFPD FC W/TREAS		18,462.79	18,507.27	36,970.06
638-100-1-10-1500	HEPPNER RFPD FC W/TREAS		993.47	1,036.56	2,030.03
639-100-1-10-1500	IRRIGON RFPD FC W/TREAS		1,819.57	1,928.88	3,748.45
640-100-1-10-1500	IONE RFPD FC W/TREAS		694,304.73	( 1,820.88)	692,483.85
641-100-1-10-1500	S GILLIAM RFPD FC W/TREAS		113.43	4.00	117.43
642-100-1-10-1500	BOARDMAN CEMETERY FC W/TREAS		474.79	441.94	916.73
643-100-1-10-1500	HEPPNER CEMETERY FC W/TREAS		817.54	868.04	1,685.58
644-100-1-10-1500	IONE-LEX CEMETERY FC W/TREAS		114,562.71	( 1,880.57)	112,682.14
645-100-1-10-1500	IRRIGON CEMETERY FC W/TREAS		323.20	361.40	684.60
646-100-1-10-1500	WILLOW CREEK PARK FC W/TREAS		2,424.10	2,558.50	4,982.60
647-100-1-10-1500	BOARDMAN PARK FC W/TREAS		5,010.11	4,664.69	9,674.80
648-100-1-10-1500	IRRIGON PARK FC W/TREAS		1,284.27	1,436.01	2,720.28
649-100-1-10-1500	BOARDMAN PK B&I FC W/TREASURER		15,297.74	12,465.89	27,763.63
650-100-1-10-1500	MO CO UNIFIED REC FC W/TREAS		1,049,190.48	( 293,688.06)	755,502.42
651-100-1-10-1500	HEPPNER WATER CONTROL FC W/TRE		152.93	163.52	316.45
652-100-1-10-1500	MO CO SCHOOL DIST FC W/TREAS		121,402.02	122,717.17	244,119.19
653-100-1-10-1500	MO CO SCHOOL B & I FC W/TREAS		1,822,758.95	64,823.54	1,887,582.49
654-100-1-10-1500	UMATILLA-MORROW ESD FC W/TREAS		20,250.30	20,587.73	40,838.03
655-100-1-10-1500	CHAPLAINCY PROG FC W/TREAS		13.91	0.03	13.94
656-100-1-10-1500	IONE-LEX CEM PERP FC W/TREAS		26,031.75	0.00	26,031.75
657-100-1-10-1500	IONE-LEX CEM EQUIP FC W/TREAS		7,165.62	16.44	7,182.06
658-100-1-10-1500	BMCC FC W/TREASURER		21,747.50	22,109.45	43,856.95
659-100-1-10-1500	BMCC B & I FC W/TREASURER		7,320.01	7,428.40	14,748.41
660-100-1-10-1500	NORTH MO VECTOR CONT FC W/TREA		7,049.28	7,074.60	14,123.88
662-100-1-10-1500	IONE LIBRARY DIST FC W/TREAS		731.59	771.44	1,503.03
663-100-1-10-1500	OREGON TRAIL LIB FC W/TREAS		7,176.84	7,254.93	14,431.77
665-100-1-10-1500	STATE & FED WILDLIFE FC W/TREA		0.00	0.00	0.00
666-100-1-10-1500	STATE FIRE PATROL FC W/TREAS		2,929.36	3,203.01	6,132.37
667-100-1-10-1500	EOTT FC W/TREASURER		0.00	0.00	0.00

MORROW COUNTY, OREGON  
 POOLED CASH REPORT (FUND 999)  
 AS OF: MARCH 31ST, 2019

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
668-100-1-10-1500	TAX APPEALS FC W/TREAS	0.00	0.00	0.00
669-100-1-10-1500	SCHOLARSHIP TRUST FC W/TREAS	10,589.56	24.30	10,613.86
670-100-1-10-1500	ADV COLL 04-05 FC W/TREAS	10,691.20	515.68	11,206.88
671-100-1-10-1500	ADV COLL 03-04 FC W/TREAS	0.00	0.00	0.00
672-100-1-10-1500	ADV COLL 05-06 FC W/TREAS	0.00	0.00	0.00
673-100-1-10-1500	PREPAID TAX FC W/TREAS	0.00	0.00	0.00
674-100-1-10-1500	SALE OF CO LAND FC W/TREAS	0.00	0.00	0.00
675-100-1-10-1500	TREASURER TRUST FC W/TREAS	1,116.67	2.56	1,119.23
676-100-1-10-1500	IONE RFPD RESERVE FC W/TREAS	178,687.87	410.00	179,097.87
678-100-1-10-1500	STATE ADMIN CONT FC W/TREAS	0.00	0.00	0.00
680-100-1-10-1500	PERSONAL PROPERTY SALES FC W/T	0.00	0.00	0.00
681-100-1-10-1500	COUNTY A & T FC W/TREAS	8,132.09	30,403.39	38,535.48
682-100-1-10-1500	STATE FIRE FC W/TREAS	0.00	0.00	0.00
683-100-1-10-1500	PILOT ROCK RFPD FC W/TREAS	1,859.24	65.63	1,924.87
684-100-1-10-1500	FINLEY BUTTES CLOSURE FC W/TRE	1,210,519.00	481.89	1,211,000.89
685-100-1-10-1500	STATE HOUSING FC W/TREAS	12,223.01	7,716.69	19,939.70
686-100-1-10-1500	IONE LIBRARY BLDG FC W/TREAS	72,098.40	165.43	72,263.83
687-100-1-10-1500	FINLEY BUTTES TRUST FC W/TREAS	0.00	0.00	0.00
688-100-1-10-1500	IONE SCHOOL DIST FC W/TREAS	11,500.13	12,126.48	23,626.61
690-100-1-10-1500	HEPPNER RURAL FIRE DIST BOND	534.93	610.56	1,145.49
691-100-1-10-1500	CITY OF HEPPNER BND FC W/TREAS	743.93	860.22	1,604.15
693-100-1-10-1500	IRRIGON TIPPAGE FC W/TREAS	0.00	0.00	0.00
695-100-1-10-1500	M.C. RET. PLAN TR. FC W/TREAS	0.00	0.00	0.00
697-100-1-10-1500	UNSEG TAX INT FC W/TREAS	0.00	0.00	0.00
698-100-1-10-1500	INTEREST EARNED FC W/TREAS	0.01	0.01	0.02
699-100-1-10-1500	UNSEGREGATED TAX FC W/TREAS	0.00	0.00	0.00
TOTAL CLAIM ON CASH		21,350,890.19	( 255,525.90)	21,095,364.29

CASH IN BANK - POOLED CASH

999-100-1-10-1501	AP POOLED BEO	254,638.67	38,544.14	293,182.81
999-100-1-10-1502	PAYROLL BEO	11,693.35	1.19	11,694.54
999-100-1-10-1503	STATE TREASURY POOL	20,083,067.99	( 294,071.25)	19,788,996.74
999-100-1-10-1504	CERTIFICATES OF DEPOSIT	0.00	0.00	0.00
999-100-1-10-1505	WELLS FARGO INVESTMENTS	0.00	0.00	0.00
999-100-1-10-1506	UNION BANK OF CALIFORNIA	0.00	0.00	0.00
999-100-1-10-1507	COMMUNITY BANK	100.15	0.01	100.16
999-100-1-10-1508	US BANK	1,000,502.79	0.01	1,000,502.80
SUBTOTAL CASH IN BANK - POOLED CASH		21,350,002.95	( 255,525.90)	21,094,477.05

WAGES PAYABLE

999-100-2-60-6001	WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE		0.00	0.00	0.00

TOTAL CASH IN BANK - POOLED CASH		21,350,002.95	( 255,525.90)	21,094,477.05
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AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
7a

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Staff Contact: Carla McLane

Phone Number (Ext): 5055

Department: Planning

Requested Agenda Date: 05-01-2019

Short Title of Agenda Item: Morrow County Grain Growers
(No acronyms please)

Requested Change to Railroad Right-of-Way Easement

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 30 minutes or less
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates - From:

Through:

Total Contract Amount:

Budget Line:

Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Carla McLane

04292019

Department Head

Required for all BOC meetings

DATE

[Handwritten signature]

Admin. Officer/BOC Office

Required for all BOC meetings

DATE

County Counsel

\*Required for all legal documents

DATE

Finance Office

\*Required for all contracts; other items as appropriate.

DATE

Human Resources

\*If appropriate

DATE

\*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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## **1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

In 1996 Morrow County entered into an agreement (attached) with the Union Pacific Railroad (UPRR) accepting from them the property that contained the abandoned railroad serving the Willow Creek Valley. Based on the agreement, and my understanding, the County paid \$10,000 for this property with the intent to reserve it for utility development along Highway 74. For several years after the county accepted the property they worked to convey the property via property line adjustment to the adjoining land owners. This process was wrapping up when I first started working for the County in 2001.

To date I am aware of two proposed installations within the easement - Centurytel and the Willow Creek Irrigation project. The agreement does include guidance as to how the easement is to be established and completed.

The request coming to the Board is from the Morrow County Grain Growers (MCGG) to relocate the easement on property they own and would like to develop adjacent to the City of Lone (see attached letter of request from Steven Biehler). The current easement (as depicted on the attached partition plat 2013-5) limits a significant portion of their property. They are asking for the County to accept a relocated and smaller easement, moving the easement to the southern side of the property and reducing it to 25 feet.

## **2. FISCAL IMPACT:**

None known.

## **3. SUGGESTED ACTION(S)/MOTION(S):**

None at this time.

Attach additional background documentation as needed.

Darrell J. Green  
County Administrator  
Morrow County Bartholomew Building  
Board of Commissioners Office  
110 N. Court St. P.O. Box 788  
Heppner, OR. 97836

Mr. Green,

I am writing you to discuss The Abandoned 100 foot wide Oregon-Washington Railroad and Navigation Company Rite-of-Way as it is listed on the Survey Map Oregon Partition Plat Number 1994-11 that is located at 62762 Highway 74, Lone OR. 97843. This Easement is also known as the Abandoned UP Railroad Right-of-way Easement. A map of this referenced Abandoned Railroad Easement can be found at Morrow County Oregon Survey Maps Folder 01674.

This Easement is on Property owned by Morrow County Grain Growers of Lexington Oregon and the Abandoned Railroad Easement is held by Morrow County Oregon for Improvements to the property.

Morrow County Grain Growers wishes to also improve on the property by Designing and Building a Seed Plant to be able to give needed service to our Farmer Members of the Cooperative. The issue is that the Easement runs diagonally through our property in a way that it hinders our expansion.

Our proposal is that we would like Morrow County to forfeit their 100 foot Easement as it lays and take instead a 25 foot Easement that runs along the Southern Border of the property to be used for future improvements to the property and to the Town of Lone. We feel that a 25 foot wide Easement running the length of the property would be

more than adequate for any Improvements that the City of Ione would wish to make in the future.

We would appreciate the chance to discuss this proposal with the Board of County Commissioners at your next meeting on May 1, 2019 if it's not too late to be added to the Agenda. Thank You for your consideration in this matter.

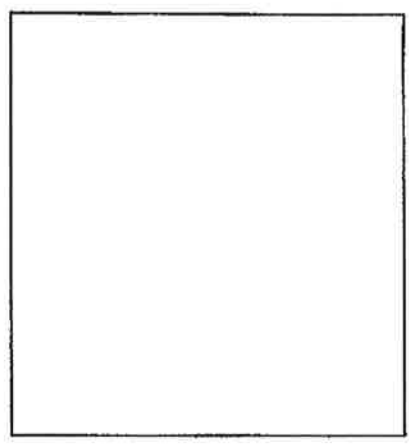
Steven Biehler  
Operations Manager/EHS  
Morrow County Grain Growers  
350 Main Street P.O. Box 367  
Lexington, OR. 97839  
541-256-0477 [steveb@mcgg.net](mailto:steveb@mcgg.net)

M-49401

MCTC - A (1463)

After Recording, Mail To:

Morrow County Court  
Attn: Louis A. Carlson  
Post Office Box 788  
Heppner, Oregon 97836



**EASEMENT DEED & AGREEMENT**

File #: 454-58

THIS EASEMENT DEED & AGREEMENT, made as of the 15<sup>th</sup> day of October, 1996, between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Grantor"), and MORROW COUNTY, an Oregon governmental subdivision by and through its County Court ("Grantee").

The Grantor, for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00), the true and actual consideration for this conveyance, the receipt whereof is hereby confessed and acknowledged, does hereby grant, bargain and sell and convey unto the Grantee and unto its successors and assigns, a non-exclusive, perpetual easement, twenty-five (25.0) feet in width, to be situated between lines parallel to the center line of the Grantor's former Heppner Branch Line (hereinafter referred to as the "Property") in Morrow County, Oregon, as more particularly described in Exhibit "A", hereto attached and hereby made a part hereof, for the construction, installation, operation, maintenance, repair, reconstruction, renewal and use of (i) underground pipe lines of any size for the conveyance of irrigation water, natural and artificial gas and other gaseous or liquid hydrocarbons or any products or by-products thereof, with necessary valves and other such appliances and fittings, and devices for controlling electrolysis in connection with said pipe lines with adequate protection

therefor; and (ii) underground fiber optic, cable TV, and other underground telecommunication wire lines and cables, conduits, splicing boxes, repeaters, repeater housings, surface testing terminals and other electrical conductors, appliances, fixtures and appurtenances of any size (hereinafter, collectively, "Grantee's Facilities"), said easement area to hereinafter be collectively referred to as the "Non-Exclusive Easement Area".

Included in this grant of easement shall be the right of ingress and egress to, from and over the Property by Grantee, its employees, contractors, servants and agents, by such practicable route and routes as shall occasion the least damage and inconvenience to Grantor, for the purpose of exercising the rights granted hereby. The Grantee shall not use or permit use of the surface of the Non-Exclusive Easement Area, however, for any purpose other than those described herein, and no third party shall be admitted by the Grantee to use, occupy or traverse any part of the Property or Non-Exclusive Easement Area without Grantor's written consent.

Further included in this grant of easement shall be the right of Grantee, Grantee's employees, contractors, servants and agents, from time to time: (a) to trim and to cut down and clear away any trees or brush on the Property which now or hereafter, in the sole opinion of Grantee, may be a hazard to the Grantee's Facilities by reason of the danger of falling within the boundaries of the Non-Exclusive Easement Area, PROVIDED, however, that all trees which Grantee removes shall be removed from Grantor's premises by Grantee and all branches, brush, and refuse wood shall be removed or chipped and scattered by Grantee, at Grantee's sole expense; (b) to mark the Non-Exclusive Easement Area by suitable markers, but said markers, when set in the ground, shall be placed in or near fences or other locations which will not interfere with Grantor's use of the surface of the Non-Exclusive Easement Area; and (c) to use such portions of the Property adjacent to and along the Non-Exclusive Easement Area as may be reasonably necessary in connection with the installation, repair and replacement of Grantee's Facilities.

The Non-Exclusive Easement Area shall be twenty-five (25.0) feet in width, with a center line that is to be fixed and established as the actual location of the first installation of Facilities (said center

line to be hereinafter referred to as the "Facilities Center Line") on the Property by the Grantor or the Grantee, and any subsequent Facilities installation by Grantor or Grantee or otherwise shall be between lines parallel to and situate twelve and one-half (12.50) feet of either side of the Facilities Center Line, when measured at right angles therefrom (or tangent thereof if a curve). Upon completion of the first installation of Facilities by Grantor or Grantee, Grantor or Grantee, as the case may be, shall record a "Notice of Location" in Morrow County records setting forth a legal description of the location of the aforesaid initially installed Facilities, and the corresponding outer boundaries of the twenty-five (25.0) foot wide Non-Exclusive Easement Area.

Any and all of the Facilities to be installed within the Non-Exclusive Easement Area by the Grantor or the Grantee are to be located at a minimum depth of thirty-six (36.0) inches below the surface of the ground directly above such Facilities, as such surface elevations exist at the time of construction or installation of Facilities. In addition, all such construction or installation of Facilities shall (i) be in strict conformity with specifications prescribed by the U.S. Department of Commerce, Bureau of Standards (or any successor regulatory agency charged with such standards), subject to the requirements of any overriding or conflicting federal, state or municipal law or regulations; (ii) be at the entire cost and expense of the Grantor or Grantee, as the case may be; (iii) require the burial of a six (6.0) inch wide warning tape at a depth of twelve (12.0) inches above the applicable Facilities; and (iv) include all reasonable steps to restore the Property, as nearly as possible, to its pre-construction condition within sixty (60) days following completion of such construction.

In connection with the installation of Grantee's Facilities, Grantee agrees to pay the Grantor, its successors, assigns or lessees, for damage to personal property, fences, livestock, growing crops and Grantor's Facilities caused by the survey and original construction and any post-construction activity as permitted hereunder, and in connection with the installation of Grantor's Facilities, Grantor agrees to pay Grantee, its successor and assigns, for damage to Grantee's Facilities caused by the survey and original construction and any post-construction activity as permitted hereunder, PROVIDED, that all claims for damages are submitted within sixty (60) days of such occurrence, otherwise, it is agreed that any claims for damages shall have been waived. Furthermore, Grantee shall not permit:

(a) any mechanics or materialman's lien of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at the insistence or request or on behalf of Grantee, excepting only those liens that may result from work required to cure negligent acts of Grantor; (b) any taxes, charges and assessments to be levied upon Grantor or the Property with respect to, or on account of, the Non-Exclusive Easement Area; or (c) encumbrances of the Non-Exclusive Easement Area or the Facilities, save and except blanket encumbrances of Grantee's easement interest hereunder given to secure the indebtedness evidenced by bonds or other debt instruments issued by Grantee.

Grantee agrees to indemnify and hold harmless the Grantor from any "Loss" which is due to, or arises from: (i) the prosecution of any work contemplated hereunder, including the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of Grantee's Facilities or any portion thereof; or (ii) the presence, operation or use of Grantee's Facilities or products conducted through or escaping therefrom; EXCEPT to the extent that a "Loss" is caused by the negligence of the Grantor. For the purposes of this paragraph, "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever; and (b) damage to, or loss, or destruction of property whatsoever.

Nothing herein prohibits Grantor, its heirs, successors, assigns or lessees, from using and enjoying the surface of the Property and the Non-Exclusive Easement Area for any purpose not inconsistent or interfering with the rights granted hereby, including the cultivation of crops, grazing of livestock and the installation of fencing, PROVIDED, such fencing contains gates for access to the Non-Exclusive Easement Area by Grantee. Where Grantor grants Grantee, Grantee's employees, contractors, servants and agents access to the Property and Non-Exclusive Easement Area over Grantor's private driveways and roadways, however, such fencing shall not be required to contain gates. Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on the Non-Exclusive Easement Area, or diminish or substantially add to the ground cover within the Non-Exclusive Easement Area, without having first

obtained Grantee's written permission.

This grant of easement is for anticipated Facilities. It is expressly made a condition hereof, therefore, that mere non-use of this easement or the Non-Exclusive Easement Area for any or all of the purposes described herein-above, for any period of time, shall not be deemed an abandonment of the Non-Exclusive Easement Area or any portions thereof unused, and abandonment of this easement shall occur only upon execution and recordation by Grantee of an effective notice of such abandonment in Morrow County, Oregon records. Abandonment of this easement or the Non-Exclusive Easement Area, however, shall not affect any rights, obligations or liabilities of Grantee, accrued or otherwise, which may have arisen prior to such abandonment.

This deed is made **SUBJECT** to licenses for the continued maintenance, operation, repair, renewal and reconstruction of the wires, pipes, cables and roadways which are the subject of certain license agreements between the Grantor, or its predecessor in interest, and the licensees outlined in Exhibit "B" (hereto attached and hereby made a part hereof), or their successor(s) in interest; and (ii) all other outstanding right and conditions, limitations, restrictions, encumbrances, reservations or interests of any person which may affect the Property or Non-Exclusive Easement Area, whether recorded or unrecorded, including, but not by way of limitation, public roadways. Grantee acknowledges that Grantor shall have the right to grant perpetual easements to any of the said licensees for the same purposes as the license agreements.

The waiver by Grantor or Grantee of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Grantee or Grantor shall in no way impair the right of the Grantor or Grantee to avail itself of any subsequent breach thereof.

The easement herein granted is limited to such rights as the Grantor may have in the Property and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of the Grantee or because of failure of, or defect in, Grantor's title.



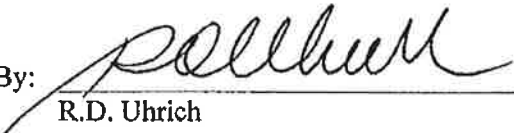
This easement shall be binding upon and inure to the benefit of both Grantor and Grantee, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the date first herein written.

Attest:

UNION PACIFIC RAILROAD COMPANY

  
Assistant Secretary

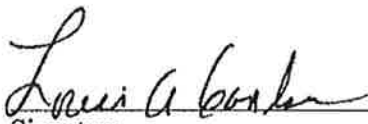
By:   
R.D. Uhrich  
Assistant Vice President -  
Contracts & Real Estate


(Seal)


IN WITNESS WHEREOF, the Grantee has caused this deed to be duly executed as of the date first herein written.

MORROW COUNTY

\_\_\_\_\_  
Attest

By:   
Signature

  
Name & Title (please print) *Judge*

By:   
Signature

Ray French - Morrow Co  
Name & Title (please print) Commissioner

Approved as to Form:

By:   
Signature

VALERIE B. Doherty  
Morrow County Counsel  
Name & Title (please print)

(Seal)

**ACKNOWLEDGMENT**

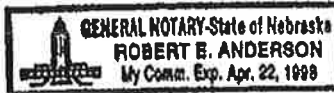
STATE OF NEBRASKA }  
                                  }  
COUNTY OF DOUGLAS }

The foregoing instrument was acknowledged on this 15<sup>th</sup> day of October, 19 96, before me, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, by R. D. Uhrich and R. C. INGRAM, to me personally known, who stated that they were the Assistant Vice President - Contracts & Real Estate and Assistant Secretary, respectively, of Union Pacific Railroad Company, a Utah corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

  
\_\_\_\_\_  
Notary Public

My commission expires:

4/22/98





**EXHIBIT "A" TO THE  
EASEMENT DEED & AGREEMENT**

All right, title and interest in and to those certain agreements entitled "Easement Deed and Agreement" between the Union Pacific Railroad Company (named therein as Grantee) and the parties set out herein below (named therein as Grantor) affecting certain real estate in Morrow County, Oregon described therein, said "Easement Deed & Agreement" documents having been filed for record in the said Morrow County as indicated herein below:

UPRR Folder #	Grantor(s)	Document Date	Date Filed For Record	Microfilm Record #	Recorder's Index #
454-04	Morrow County	09/06/95	10/04/95	46182	154122
454-08	Morrow County Grain Growers	09/11/95	10/05/95	46193	154134
454-01	Kathryn Hoskins	09/11/95	09/27/95	46127	154067
454-03	Willow Creek Country Club	09/11/95	09/27/95	46125	154065
454-02	John W. & Louise E. Wood	09/11/95	09/26/95	46110	154050
454-27	Kinzua Resources, LLC	09/05/95	10/12/95	46251	154192
454-34	Anna J. Graham Trust	09/21/95	10/03/95	46177	154117
454-32	Terry E. & Karen J. Thompson	09/11/95	09/22/95	46073	154013
454-35	Barnard & Jean Marie Damon	09/11/95	10/03/95	46175	154115
454-28	Donna M. Osmin	09/11/95	09/22/95	46069	154009
454-25	Oliver J. & Monique Devin	09/11/95	09/26/95	46113	154053
454-29	James E. Starr	10/13/95	10/25/95	46335	154276
454-07	Morrow County Grain Growers	10/09/95	10/19/95	46288	154229
454-50	Vilas D. & Deborah G. Ropp	12/18/95	01/16/96	47105	155650
454-40	Robert W. & Sharon L. Harrison	09/25/95	03/14/96	47519	154634
454-51	Jerald E. Rea, et al	11/20/95	03/11/96	47498	NONE
454-46	Charles C. & Delpha K. Jones	10/09/95	10/23/95	46311	154252
454-11	Marion L. & Mary Ann Palmer	09/05/95	09/22/95	46065	154005
454-05	Jordan Elevator Company	09/05/95	09/22/95	46075	154015
454-09	Emert Ranches, Inc.	09/11/95	10/11/95	46231	154172
454-22	James R. & B.J. Colvin-King	09/05/95	09/22/95	46071	154011
454-06	City of Ione	09/21/95	09/29/95	46158	154098
454-38	Morrow County Grain Growers	09/07/95	10/05/95	46197	154138
454-10	Ronald T. & Terri J. Palmateer	09/21/95	10/23/95	46313	154254
454-45	Lorraine M. Ladd	10/09/95	10/30/95	46372	154313
454-38	Morrow County Grain Growers	09/11/95	10/05/95	46195	154136
454-24	Richard D. & Margo E. Sherer	09/05/95	09/22/95	46067	154007
454-37	Gerald A. & Judith A. Ripka	09/25/95	03/11/96	47500	NONE

**EXHIBIT "A" TO THE  
EASEMENT DEED & AGREEMENT  
(Page 2 of 2)**

<b>UPRR Folder #</b>	<b>Grantor(s)</b>	<b>Document Date</b>	<b>Date Filed For Record</b>	<b>Microfilm Record #</b>	<b>Recorder's Index #</b>
454-41	Jackson L. & Wendy L. Archer	09/21/95	09/29/95	46156	154096
454-54	James P. Sullivan	12/01/95	01/30/96	47209	155155
454-36	MacWheat, Inc.	10/28/95	11/17/95	46579	154522
454-47	Triple H Farms	10/09/95	10/24/95	46326	154267
454-21	Crowell & Crowell	09/11/95	09/27/95	46123	154063
454-44	Krebs Ranches	10/09/95	02/13/96	47302	155248
454-43	Willow Creek Ranch, LLC	09/21/95	09/29/95	46160	154100
454-00	James A. Ginella Trust	09/07/95	10/17/95	46276	154217
454-23	Michael A. & Sherry P. Eaton	09/11/95	09/26/95	46108	154048

Heppner Branch Abandonment  
Morrow County, Oregon  
Schedule of License Agreements

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
77716	9.60	6	2N	23E	Hynd Brothers Company	u.g. comm. cable
102304 (2)	9.60	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
75161	10.10	6	2N	23E	The Jamison Ranch	u.g. comm. cable
102304 (3)	10.11	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68082	10.25	6	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
102794	10.26	6	2N	23E	Edward V. Patton	water line
76573	10.30	6	2N	23E	Ed McIntyre	u.g. comm. cable
102304 (4)	10.33	6	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
87256 (1)	10.35	6	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
102304 (5)	10.90	8	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
87256 (2)	10.91	8	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
100747 (1)	11.50	8	2N	23E	David Cheney	irrig. ditch, water line
100747 (2)	12.00	8	2N	23E	David Cheney	irrig. ditch, water line
87256 (3)	12.07	17	2N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
106126	12.54	17	2N	23E	David Cheney	water line
68081	12.83	20	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
89678	13.30-.95	20	2N	23E	Krebs Brothers	irrigation ditch/ culvert
128788	13.39	20	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
87256 (4)	14.50	29	2N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
103197	15.20	33	2N	23E	Columbia Basin Electric Coop.	o.h. wire line
104675	17.10	9	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68083	17.25	9	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
128691 (1)	18.52	17	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
120572	19.78	22	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68086	21.79	27	1N	23E	Columbia Basin Electric Coop.	o.h. wire line
102102	21.85	27	1N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
87256 (5)	22.16	27	1N	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
118361 (1)	23.50	35	1N	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
87652	24.15	2	1S	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable
118361 (2)	24.20	2	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
94435	24.66-.85	1	1S	23E	Pacific NW Bell Telephone Co.	o.h. comm. cable + encr.

Heppner Branch Abandonment  
Morrow County, Oregon  
Schedule of License Agreements

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
101859	25.07	1	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
101767	25.25	1	1S	23E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68822	25.30-40	1	1S	23E	Phill G. Emert	irrigation ditch + encr.
90862	25.92	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
102304 (6)	25.98	7	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
94436	26.23-55	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable + encr.
103569 (1)	26.24	7	1S	24E	Elmer & Lorraine Ladd	private road
103568	26.26	7	1S	24E	Elmer & Lorraine Ladd	u.g. comm. cable
102304 (7)	26.29	7	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
79626	26.35	7	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
88050	26.48	7	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
103569 (2)	27.08	8	1S	24E	Elmer & Lorraine Ladd	private road
70760	27.16	8	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
163378	27.50	8	1S	24E	Pacific Gas Transmission Co.	gas pipe line
103567 (1)	27.72	9	1S	24E	Elmer & Lorraine Ladd	water line
84903	27.80	9	1S	24E	Pacific Gas Transmission Co.	gas pipe line
15261 (1)	27.82	9	1S	24E	M. R. Morgan	water line
15261 (2)	27.83	9	1S	24E	M. R. Morgan	water line
15261 (3)	27.83	9	1S	24E	M. R. Morgan	water line
102304 (8)	27.84	9	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
136299	27.86	9	1S	24E	Morrow County Grain Growers	water line
103567 (2)	27.90	9	1S	24E	Elmer & Lorraine Ladd	water line
102304 (9)	27.96	4	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
80499	28.20	4	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
74923	28.40	4	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
114988	28.52	4	1S	24E	City of Ione	water line
118519 (1)	28.75	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
71933	28.80	3	1S	24E	City of Ione	water line
49303	28.90	3	1S	24E	Emma Holub	water line
92600	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
68742	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable



Heppner Branch Abandonment  
Morrow County, Oregon  
Schedule of License Agreements

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
120695	29.37	3	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
49649	29.45	3/10	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
5596	29.65	10	1S	24E	B.F. Akers	private road
118519 (2)	29.66	10	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
1844	29.85	11	1S	24E	W. R. Cochran	private road
135789 (1)	29.90-31.15	11/12	1S	24E	State of Oregon	public road
26577	30.36	11	1S	24E	Pacific Power & Light Co.	o.h. wire line
3321	30.40	11	1S	24E	Alex Lindsey	private road
96089	30.79	11	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
99462	30.80	12	1S	24E	Jordan Elevator Co.	private road
104066	30.85	12	1S	24E	US West Communications	u.g. comm. cable + encr.
128691 (2)	30.97	12	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
78589	31.15	12	1S	24E	Jordan Elevator Co.	dike
68087	31.20	12	1S	24E	Columbia Basin Electric Coop.	o.h. wire line
118518	31.20	12	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
74069	31.20	12	1S	24E	Pacific NW Bell Telephone Co.	o.h. comm. cable
59697	31.20	12	1S	24E	Lawrence & Maryan Mc Elligott	irrigation ditch
57576	31.36	12	1S	24E	C.B. Rea	irrigation ditch
118454	31.45	12	1S	24E	Pacific NW Bell Telephone Co.	u.g. comm. cable
3908	32.20	18	1S	25E	A.G. Davis	private road
70457	32.4-33.4	18/19	1S	25E	Columbia Basin Electric Coop.	o.h. wire line + encr.
14415	32.63	18	1S	25E	R.B. Wilcox	private road
118709 (1)	32.81	18	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
118709 (2)	33.28	18	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
105162	33.33	19	1S	25E	Charles & Delpha Jones	water line
14441	33.46	19	1S	25E	Elbert McMillan	private road
135789 (2)	33.90-35.30	20/21/28	1S	25E	State of Oregon	public road
15631	34.00	20	1S	25E	Mary Phillips	water line
118709 (3)	34.03	20	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
4125	34.15	20	1S	25E	L.A. Palmer	private road
58504	34.70	21	1S	25E	Columbia Basin Electric Coop.	o.h. wire line

Heppner Branch Abandonment  
Morrow County, Oregon  
Schedule of License Agreements

Willamette Meridian					Licensee	Subject of Agreement
UPRR#	Milepost	Section	Township	Range		
69774	34.76	21	1S	25E	Pacific NW Bell Telephone Co.	o.h. comm. cable
68357	35.32	28	1S	25E	Columbia Basin Electric Coop.	o.h. wire line
118453	36.22	27	1S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
12570	36.30	27	1S	25E	Gerald White	gate
14405	36.35	27	1S	25E	Jos. Burgoyne & Fred Kuns	private road
70123	36.40	27	1S	25E	Columbia Basin Electric Coop.	o.h. comm. cable
124329	36.50	27/34	1S	25E	City of Lexington	water line
120693	37.9-39.3	35/36, 1	1S, 2S	25E	State of Oregon	public road
12891 (1)	38.40	35/36	1S	25E	Heppner Light & Water Co.	u.g. wire line
12891 (2)	38.70	1	2S	25E	Heppner Light & Water Co.	u.g. wire line
99811	38.70	1	2S	25E	Columbia Basin Electric Coop.	o.h. wire line
99998 (1)	38.75	1	2S	25E	Pacific NW Bell Telephone Co.	u.g. comm. cable
14783	39.00	1	2S	25E	W.V. Pedro	private road
69483	39.73	1	2S	25E	Pacific NW Bell Telephone Co.	o.h. comm. cable
98186	40.27	7	2S	26E	Donald K. Evans	water line
56318	40.45	7	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
99998 (2)	40.48	7	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
93631	40.53	7	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
69481	40.57	7	2S	26E	Pacific NW Bell Telephone Co.	o.h. comm. cable
71276	41.30	8	2S	26E	Ralph Beamer	culvert & ditch x-ing
102992	41.37	8	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
99998 (3)	41.66	17	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
98488	41.88	17	2S	26E	J. Mollahan	water line
94491	42.64	17	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
163746 (1)	42.68	21	2S	26E	State of Oregon	public road
163746 (2)	42.70	21	2S	26E	State of Oregon	public road
77083	42.85	21	2S	26E	Pacific Power & Light	o.h. wire line
83062	43.11	21	2S	26E	Pacific Power & Light	o.h. wire line
106291	43.37	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
134327 (1)	43.40	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
78995 (1)	43.40	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line

Heppner Branch Abandonment  
Morrow County, Oregon  
Schedule of License Agreements

Willamette Meridian						
UPRR#	Milepost	Section	Township	Range	Licensee	Subject of Agreement
62579	43.45	21	2S	26E	Pacific NW Bell Telephone Co.	o.h. comm. cable
78995 (2)	43.45	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
134327 (2)	43.45	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
87789	43.45	21	2S	26E	Kinzua Corp.	private road
85987 (1)	43.45	21	2S	26E	Kinzua Corp.	u.g. fire line
134327 (3)	43.50	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
88679	43.50	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
85987 (2)	43.55	21	2S	26E	Kinzua Corp.	u.g. fire line
50927	43.55	21	2S	26E	Kinzua Corp.	private road
78995 (3)	43.60	21	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
134327 (4)	43.62	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
117249	43.70	21	2S	26E	Kinzua Corp.	water line + encr.
134327 (5)	43.71	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
134327 (6)	43.90	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
134327 (7)	43.95	21	2S	26E	J. Hancock Mutual Life Ins. Co.	private road
92264	44.00	21	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
78995 (4)	44.04-.30	21/28/27	2S	26E	Columbia Basin Electric Coop.	o.h. wire line + encr.
91233	44.20	28	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
78995 (5)	44.20	28	2S	26E	Columbia Basin Electric Coop.	o.h. wire line
99998 (4)	44.23	28	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
145975	44.37	27	2S	26E	U.S. West Communications	u.g. comm. cable
183746 (3)	44.60-.80	27	2S	26E	State of Oregon	public road
68744	44.70	27	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
99998 (5)	44.80	27	2S	26E	Pacific NW Bell Telephone Co.	u.g. comm. cable
168284	45.20	27	2S	26E	Morrow County School District	right of entry

[-----END OF MORROW COUNTY, OREGON-----]

STATE OF OREGON

County of Morrow

} SS

I certify that this instrument was received and recorded in the book of records of said county.

BARBARA BLOODSWORTH,  
Morrow County Clerk

by: *Shirley McCarl* Deputy.

DOC#: 49401

RCPT: 2340

11/06/96 1:22 PM

.00

NOTE: THE RECORDED PLAT GRAPHICALLY SHOWS THE CENTERLINE OF OREGON STATE HIGHWAY NUMBER 74 AS THE NORTHERLY LINE OF PARCEL NUMBER 2, MORROW COUNTY, OREGON PARTITION PLAT NUMBER 1994-11. THE WRITTEN DESCRIPTIONS ON THAT PLAT FOR THE NORTHERLY BOUNDARY'S FOR PARCELS 1 AND 2 CALL FOR THE NORTH ROW LINE OF HWY 74 AS THE SOUTHERLY BOUNDARY OF PARCEL 1 AND THE SOUTHERLY ROW LINE AS THE NORTHERLY BOUNDARY OF PARCEL 2. THE DESCRIPTION ON SHEET 2 OF 2, MORROW COUNTY PARTITION PLAT NUMBER 1994-11, DESCRIBING PARCEL 2 SHOWS: " THAT PORTION WITHIN OREGON STATE HIGHWAY NO. 74", AS AN EXCEPTION.

LD NUMBER LP-S-429 AND REPLAT R-S-030-12 LOCATED PARTLY WITHIN AND PARTLY OUTSIDE BUT ADJACENT TO "PARCEL 2 OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11" AS PLATTED, THE PORTION OF PARCEL 2 BEING PLATTED CONSISTS OF THREE UNLIKE UNITS OF LAND SHARING THE SAME TAX LOT NUMBER, ONE BEING AN UNLAWFULLY CREATED UNIT OF LAND WITHIN PARCEL 2 AS NOW PLATTED AND THE OTHER TWO TRACTS LEGALLY CREATED, ONE OF WHICH LIES OUTSIDE BUT ADJACENT TO SAID PARCEL 2 AND THE OTHER A 7 FOOT BY 8 FOOT TRACT CREATED SO A WELL AND ITS HOUSE COULD BE SOLD BY DEED LYING WITHIN THE EXTERIOR BOUNDARY OF SAID PARCEL 2 AND NOTED AS AN EXCEPTION IN THE DESCRIPTION OF PARCEL 2 AS WRITTEN ON SHEET 2 OF PARTITION PLAT # 1994-11. THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY'S RIGHT OF WAY IS ALSO NOTED AS AN EXCEPTION TO PARCEL 2 AND HAS NEVER BEEN A PART OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11.

7.01 ACRES OUTSIDE OF HWY 74 ROW  
0.77 +/- ACRES BETWEEN THE SOUTH  
ROW LINE AND CENTERLINE OF OREGON  
STATE HIGHWAY NUMBER 74.

BRASS CAP SET TO REPLACE STONE AT  
SEC CORNER BY EDWARDS FOR SCHOOL  
DIST # 1, 1990 SURVEY.

BRASS CAP SET AT  
1/4 CORNER BY EDWARDS  
FOR SCHOOL DIST. #  
NOT TITLED FOR THIS SURVEY

SURVEYOR'S CERTIFICATE AND NARRATIVE:

I, JUDSON L. COPPOCK A REGISTERED LAND SURVEYOR FOR THE STATE OF OREGON, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND PLATTED WITH PROPER MONUMENTS THE LANDS RE-PLATTED BY THIS PLAT. I ALSO CERTIFY THAT THIS RE-PLAT COMPLIES WITH ALL OF THE PROVISIONS OF ORS CHAPTER 92 FOR PARTITION RE-PLATS AND WAS PREPARED AFTER THE ORDER OF THE BOARD OF COMMISSIONERS OF MORROW COUNTY, STATE OF OREGON, "VALIDATION ORDER NUMBER OR-3-2013", ORDER NUMBER OR-3-2013 ONLY VALIDATED THE LANDS WITHIN THE BOUNDS OF THOSE LANDS I SURVEYED FOR THOMAS W. AND RUBY ANN SHEAR DATED 3 DECEMBER 1998 AND FILLED AS MORROW COUNTY SURVEY NUMBER C-1198-E WITH COPIES IN FILE NUMBER 970. FOR THAT 1998 SURVEY I USED THE DESCRIPTIONS FROM THE DEED DOCUMENTS RECORDED AS DOCUMENTS H-16288 AND H-54899 MORROW COUNTY DEED RECORDS AND I ALSO USED THOSE DEED DOCUMENTS FOR THIS PARTITION PLAT. THE DESCRIPTIONS FROM THE DOCUMENTS RECORDED AS DOCUMENT NUMBERS H-16288 AND H-54899 ARE COPIED FROM THOSE DOCUMENTS ONTO SHEET 2 OF THIS PLAT AND INTENDED TO BE A PART OF THIS CERTIFICATE. ALTHOUGH IT APPEARS THAT THOSE DEED DOCUMENTS WERE USED TO PREPARE THE QUITCLAIM DEED RECORDED AS DOCUMENT NUMBER 2005-13707 SHEAR TO SHEAR DATED 05/05/2005, MORROW COUNTY DEED RECORDS. I DID NOT USE THAT QUIT CLAIM DEED 2005-13707 BECAUSE I FELT THAT THE EARLIER DESCRIPTIONS WERE MORE COMPLETE. THIS REPLAT DOES NOT EFFECT OR CHANGE THE LEGAL STATUS OF ANY OTHER DIVISIONS OF LANDS WITHIN PARCEL NUMBER 2, MORROW COUNTY PARTITION PLAT NUMBER 1994-11. I DID NOT HAVE AVAILABLE TO ME FOR REVIEW A TITLE REPORT FOR THE LANDS WITHIN THE EXTERNAL BOUNDARY'S OF THIS PARTITION PLAT AND THEREFORE MAKE NO CLAIMS OF THE STATUS OF THE TITLE OF THE RAILROAD LANDS INSIDE THE EXTERIOR OF THIS PLAT.

OWNERS DECLARATION:

I, THOMAS W. SHEAR THE OWNER OF THE LAND SHOWN ON THIS PARTITION PLAT, DO HEREBY DECLARE THAT I HAVE CAUSED THIS PLAT TO BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF ALL OF THE PROVISIONS OF ORS CHAPTER 92 AS IT APPLIES TO PARTITION PLATS WITH THE AUTHORITY OF THE FINDINGS OF THE BOARD OF COMMISSIONERS OF MORROW COUNTY OREGON AS NOTED IN THEIR ORDER NUMBER OR-3-2013 AS IT RELATED WITH ORS 92.176, "VALIDATION OF A UNIT OF LAND NOT LAWFULLY CREATED", AND ORS 92.177, "CREATION OF A PARCEL BY LESS THAN ALL OWNERS OF LAWFULLY ESTABLISHED UNIT OF LAND", AS IT RELATED TO ORS 90.176, "CAUSING THIS PARTITION PLAT TO BE CREATED BY FREE AND VOLUNTARY ACT. I HEREBY RE-DEDICATE THE EXISTING 40 FOOT WIDE INGRESS AND EGRESS EASEMENT SHOWN RUNNING NORTH AND SOUTH ACROSS PARCEL 1 AND ALONG PART OF THE NORTHERLY LINE OF PARCEL 2 ORIGINALLY RESERVED IN THAT BARRIETY DEED, CANNARILLO TO WOODS RECORDED AS DOCUMENT # H-54899 MORROW COUNTY DEED RECORDS, THIS RE-DEDICATION IS INTENDED TO PRESERVE THE ORIGINAL INTENT OF THIS EASEMENT AND ALSO TO PROVIDE FOR A DEDICATED INGRESS AND EGRESS EASEMENT TO PARCEL 2 OF THIS PLAT. I ALSO RECOGNIZE THE EXISTING 20 FOOT WIDE EASEMENT PROVIDING FOR INGRESS, EGRESS, REPAIR, MAINTENANCE AND UTILITIES FOR A PUMP AND RELATED FACILITIES AS RESERVED ON SAID DOCUMENT # H-54899 MORROW COUNTY DEED RECORDS ALONG THE WESTERLY END OF THE SOUTH LINE OF PARCEL 2 OF THIS PARTITION PLAT. I ALSO RECOGNIZE THE EXISTING PACIFIC GAS TRANSMISSION LINE AND ALL EASEMENTS RELATED TO THIS TRANSMISSION LINE WHERE IT CROSSES PARCEL 1 AND PART OF PARCEL 2 AS SHOWN ON THIS PLAT.

THOMAS W. SHEAR *Thomas W. Shear*

STATE OF OREGON } SS  
COUNTY OF MORROW

ON THIS 15<sup>TH</sup> DAY OF MAY, 2013  
THOMAS W. SHEAR, APPEARED BEFORE ME AND  
ACKNOWLEDGED THAT HE HAS CAUSED THIS  
INSTRUMENT TO BE PREPARED AND THAT IT  
WAS HIS FREE AND VOLUNTARY ACT.

*Shannon K. Benoit*  
**SHANNON K. BENOIT**  
PRINTED NAME

NOTARY PUBLIC FOR OREGON  
NOTARY PUBLIC NUMBER 460068  
MY COMMISSION EXPIRES JULY 14, 2015

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 20 1998  
JUDSON L. COPPOCK  
2850

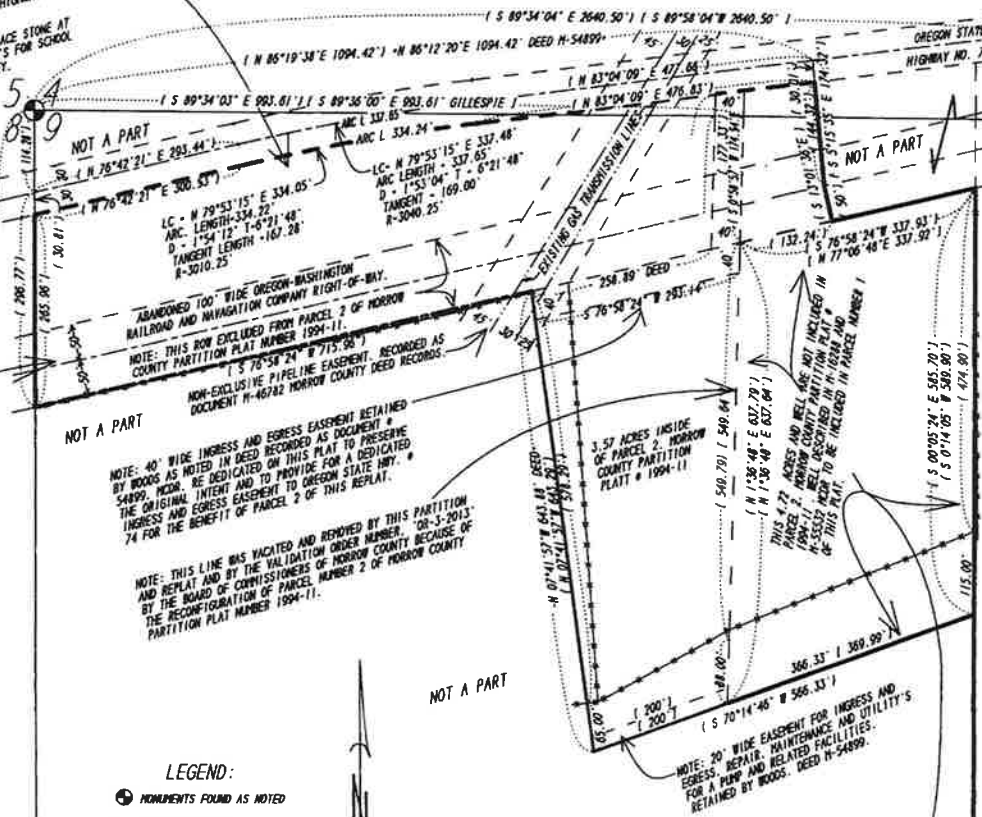
RENEWAL DATE: DEC. 31, 2013

THIS IS A TRUE COPY OF THE ORIGINAL.

*Judson L. Coppock*  
JUDSON L. COPPOCK PLS

COPPOCK SURVEYING  
P.O. BOX 495  
NEPPER, OR 97836  
26 APRIL 2013  
341-676-8750  
FAX 676-8753  
JOB NO. 1012561

THIS RAILROAD RIGHT OF WAY, LOCATED AT ABANDONED, THE PART OF WHICH LIES WITHIN THE BOUNDS OF THIS PARTITION PLAT HAS  
BEEN DEDICATED TO THE PUBLIC USE OF THE UNITED STATES OF AMERICA BY THE OREGON-WASHINGTON RAILROAD AND NAVIGATION  
COMPANY GRANT AGREEMENT, ALSO THERE IS AN EASEMENT PURCHASED BY MORROW COUNTY FROM THE UNION PACIFIC RAILROAD COMPANY,  
RECORDED AS DOCUMENT H-49401 DATED 15 OCTOBER 1986 AND RECORDED IN THE MORROW COUNTY DEED RECORDS ON 06 NOVEMBER  
1998. THIS EASEMENT WAS SOLD TO MORROW COUNTY AFTER THE LANDS DESCRIBED IN DOCUMENTS NUMBERS H-46319 AND 46317 WERE  
SOLD TO LAND AND TO THE DEED WHICH WOULD SEEM TO NOT BE ENCUMBERED BY THAT EASEMENT SALE BECAUSE OF THE DATES  
INCLUDED.



LEGEND:

- ⊕ MONUMENTS FOUND AS NOTED
- EXISTING FENCE
- - - EASEMENT LINES
- ( 000 ) FROM HY 1998 SURVEY FOR SHEAR.
- ( 000 ) FROM GILLESPIE'S, OF EDWARDS ENGINEERING SERVICES, OCTOBER 1979 SURVEY FOR LANDS.



LAWFULLY AND SEPARATELY CREATED TRACT. SEE DEEDS H-16288 AND H-55532 MORROW COUNTY DEED RECORDS, INCLUDED WITHIN PARCEL NUMBER 2 OF THIS NEW 2013 PARTITION PLAT BY SHEAR. OF THE LANDS VALIDATED BY THE "VALIDATION ORDER NUMBER OR-3-2013" BY THE BOARD OF COMMISSIONERS OF MORROW COUNTY, OREGON. THE LAND DESCRIBED IN THE ABOVE DEED DOCUMENTS LIE OUTSIDE OF THE BOUNDS OF PARCEL NUMBER 2, MORROW COUNTY PARTITION PLAT NUMBER 1994-11 EXCEPT FOR THE WELL TRACT DESCRIBED IN THOSE NOTED DEED DOCUMENTS, THE WELL UNIT OF LAND WHICH IS NOT CONTIGUOUS DOES LIE WITHIN PARCEL 2 OF PARTITION PLAT NUMBER 1994-11 AS AN EXCEPTION. THIS 7' BY 8' WELL TRACT IS TO BE INCLUDED WITHIN PARCEL NUMBER 1 OF THIS 2013 PARTITION PLAT AND IS NOT SHOWN FOR THAT REASON.

INDEX:

- SHEET 1. GENERAL OVERVIEW, SURVEYORS CERTIFICATE AND THE OWNERS DECLARATION.
- SHEET 2. PARCEL 2 OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11 AND DESCRIPTIONS.
- SHEET 3. APPROVALS AND THE INTERNAL PARTITIONING OF THE LANDS SHOWN ON SHEET 1.

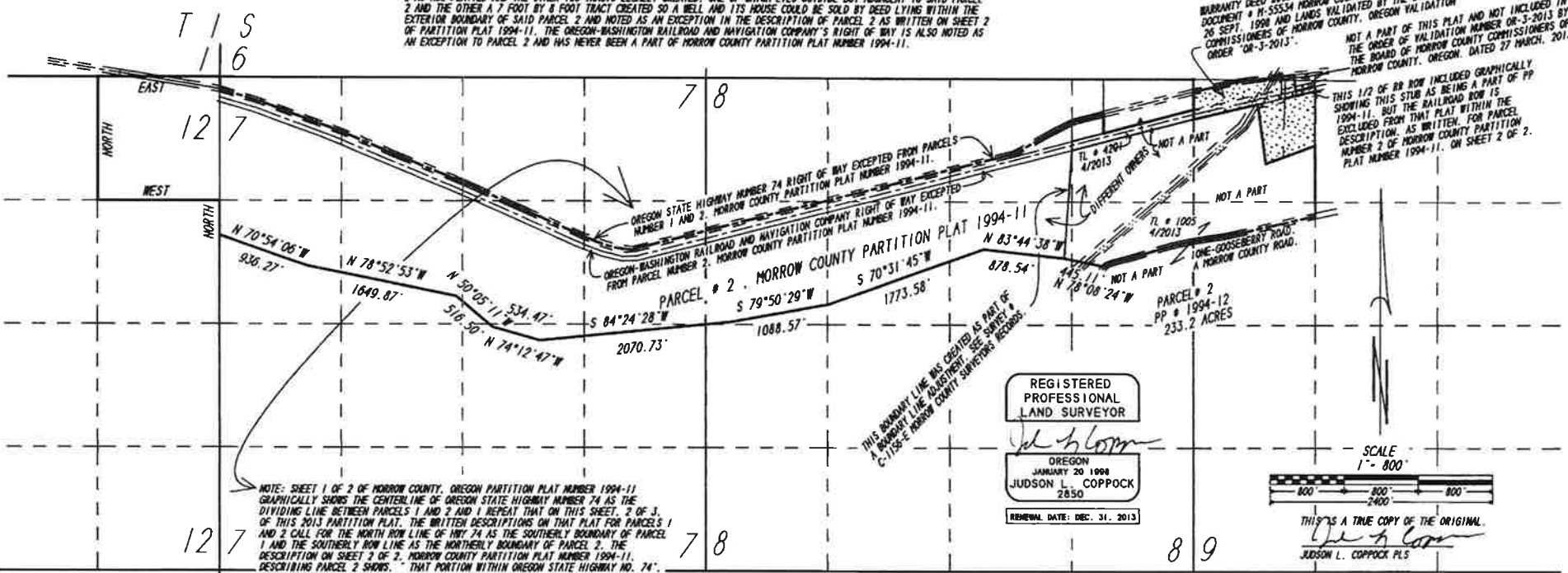
RECEIVED BY  
Morrow County Surveyor  
Date: 5-22-2013  
Rec'd By: S.K.H.  
No.: 2013-27C  
Folder No.: 1674

MORROW COUNTY REPLAT NUMBER 2013-5

LD NUMBER LP-5-429 AND REPLAT R-5-030-12 LOCATED PARTLY WITHIN AND PARTLY OUTSIDE BUT ADJACENT TO PARCEL 2 OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11 AS PLATTED. THE PORTION OF PARCEL 2 BEING PLATTED CONSISTS OF THREE UNIQUE UNITS OF LAND SHARING THE SAME TAX LOT NUMBER. ONE BEING AN UNLAWFULLY CREATED UNIT OF LAND WITHIN PARCEL 2 AS NOW PLATTED AND THE OTHER TWO TRACTS LEGALLY CREATED. ONE OF WHICH LIES OUTSIDE BUT ADJACENT TO SAID PARCEL 2 AND THE OTHER A 7 FOOT BY 8 FOOT TRACT CREATED SO A WELL AND ITS HOUSE COULD BE SOLD BY DEED LYING WITHIN THE EXTERIOR BOUNDARY OF SAID PARCEL 2 AND NOTED AS AN EXCEPTION IN THE DESCRIPTION OF PARCEL 2 AS WRITTEN ON SHEET 2 OF PARTITION PLAT 1994-11. THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY'S RIGHT OF WAY IS ALSO NOTED AS AN EXCEPTION TO PARCEL 2 AND HAS NEVER BEEN A PART OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11.

WARRANTY DEED BOOK, Jr TO SHEAR DOCUMENT # 54899 AND DOCUMENT # M-55554 MORROW COUNTY, OREGON DEED RECORDS 26 SEPT. 1996 AND LANDS VALIDATED BY THE BOARD OF COMMISSIONERS OF MORROW COUNTY, OREGON VALIDATION ORDER "08-3-2013". NOT A PART OF THIS PLAT AND NOT INCLUDED IN THE ORDER OF VALIDATION NUMBER 08-3-2013 BY THE BOARD OF MORROW COUNTY COMMISSIONERS OF MORROW COUNTY, OREGON, DATED 27 MARCH, 2013.

THIS 1/2 OF RR ROW INCLUDED GRAPHICALLY SHOWING THIS STUB AS BEING A PART OF PP 1994-11. BUT THE RAILROAD ROW IS EXCLUDED FROM THAT PLAT WITHIN THE DESCRIPTION, AS WRITTEN FOR PARCEL NUMBER 2 OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11, ON SHEET 2 OF 2.



NOTE: SHEET 1 OF 2 OF MORROW COUNTY, OREGON PARTITION PLAT NUMBER 1994-11 GRAPHICALLY SHOWS THE CENTERLINE OF OREGON STATE HIGHWAY NUMBER 74 AS THE DIVIDING LINE BETWEEN PARCELS 1 AND 2 AND 1 REPEAT THAT ON THIS SHEET, 2 OF 3, OF THIS 2013 PARTITION PLAT. THE WRITTEN DESCRIPTIONS ON THAT PLAT FOR PARCELS 1 AND 2 CALL FOR THE NORTH ROW LINE OF HWY. 74 AS THE SOUTHERLY BOUNDARY OF PARCEL 1 AND THE SOUTHERLY ROW LINE AS THE NORTHERLY BOUNDARY OF PARCEL 2. THE DESCRIPTION ON SHEET 2 OF 2, MORROW COUNTY PARTITION PLAT NUMBER 1994-11, DESCRIBING PARCEL 2 SHOWS, " THAT PORTION WITHIN OREGON STATE HIGHWAY NO. 74, AS AN EXCEPTION, ON SHEET 1 AND 3 I SHOW THE SOUTHERLY RIGHT OF WAY LINE OF OREGON STATE HIGHWAY NUMBER 74 AS THE NORTHERLY LINE OF PARCEL 2 OF MORROW COUNTY, OREGON PARTITION PLAT NUMBER 1994-11 BECAUSE OF THAT ABOVE NOTED EXCEPTION. IT SHOULD ALSO BE NOTED THAT THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY RIGHT OF WAY IS LISTED AS AN EXCEPTION WITHIN THE DESCRIPTION OF PARCEL NUMBER 2 ON SHEET 2 OF 2 OF THE MORROW COUNTY, OREGON PARTITION PLAT NUMBER 1994-11.

THIS BOUNDARY LINE WAS CREATED AS PART OF A BOUNDARY LINE ADJUSTMENT SEE SHEET # C-1158 MORROW COUNTY SURVEYING RECORDS.

REGISTERED PROFESSIONAL LAND SURVEYOR  
 JUDSON L. COPPOCK  
 OREGON JANUARY 20 1998  
 2850  
 RENEWAL DATE: DEC. 31, 2013

SCALE 1" = 800'  
 THIS IS A TRUE COPY OF THE ORIGINAL.  
 JUDSON L. COPPOCK PLS

RECEIVED BY  
 Morrow County Surveyor  
 Date: 5-23-2013  
 Recd By: S.K.H.  
 No: 2013-27C  
 Folder No: 1674

DESCRIPTION FROM EXHIBIT "A", MORROW COUNTY DEED RECORD # M-54899  
 TOWNSHIP 1 SOUTH, RANGE 24 EAST OF THE WILLAMETTE MERIDIAN, MORROW COUNTY, OREGON.  
 BEGINNING AT THE SW CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 4;  
 THENCE N 85°12'20"E A DISTANCE OF 1094.42 FEET, SAID POINT BEING ON THE CENTERLINE OF OREGON STATE HIGHWAY NO. 74 AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
 THENCE S 05°15'35"E A DISTANCE OF 174.19 FEET TO THE CENTERLINE OF THE ABANDONED OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY;  
 THENCE S 13°11'E A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ABANDONED RIGHT OF WAY; AND ON THE NORTH LINE OF THAT PROPERTY AS SURVEYED BY W.E. GILLESPIE OF EDWARDS ENGINEERING SERVICE FOR ELMER LADD ON SEPTEMBER 4, 1979 AND DEEDED TO DONALD B. PAPINEAU AND GAIL A. PAPINEAU FROM ELMER S. LADD, JR. AND LORRAINE H. LADD IN THAT DEED RECORDED AT M-16288 IN MORROW COUNTY DEED RECORDS;  
 THENCE SOUTHWESTERLY ALONG THE NORTH LINE TO THE NORTHWEST CORNER OF THAT PROPERTY DEEDED BY M-16228;  
 THENCE S ALONG THE WEST LINE OF THAT PROPERTY DEEDED BY M-16288 TO THE SOUTHWEST CORNER THERE OF;  
 THENCE S 70°14'44" W A DISTANCE OF 200.00 FEET TO A POINT;  
 THENCE N 02°41'57" W A DISTANCE OF 643.88 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY MARGIN LINE OF SAID ABANDONED RAILROAD RIGHT OF WAY;  
 THENCE SOUTHWESTERLY ALONG THE SAID ABANDONED SOUTH RIGHT OF WAY MARGIN LINE TO IT'S POINT OF INTERSECTION WITH THE WEST LINE OF SECTION 9;  
 THENCE NORTH ALONG THE WEST LINE OF SECTION 9 TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF OREGON STATE HIGHWAY NO. 74;  
 THENCE NORTHEASTERLY ALONG THE CENTERLINE OF OREGON STATE HIGHWAY NO. 74 TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL ROADS AND ROAD RIGHTS OF WAY.  
 RESERVING THEREFROM AN EASEMENT FOR INGRESS AND EGRESS TO PROPERTY RETAINED BY GRANTEE LYING TO THE SOUTH AND WEST OF THE ABOVE CONVEYED PROPERTY. SAID EASEMENT IS LOCATED IN PORTIONS OF SECTIONS 4 AND 9, T 1 S, R 24 E, W 1/4, MORROW COUNTY OREGON DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NW CORNER OF THAT LAND AS SURVEYED BY W.E. GILLESPIE OF EDWARDS ENGINEERING SERVICE FOR ELMER LADD ON SEPTEMBER 4, 1979 AND DEEDED TO DONALD B. PAPINEAU AND GAIL A. PAPINEAU FROM ELMER S. LADD, JR. AND LORRAINE H. LADD IN THAT DEED RECORDED AT M-16288 IN MORROW COUNTY DEED RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
 THENCE SOUTH ALONG SAID TRACT AS RECORDED IN M-16288 A DISTANCE OF 40.00 FEET;  
 THENCE S 77°06'48" W A DISTANCE OF 293.14 FEET TO A POINT ON THE WEST LINE OF THAT PROPERTY CONVEYED BY THIS DEED;  
 THENCE N 02°41'15" W A DISTANCE OF 40.14 FEET ALONG THE WESTERLY LINE OF SAID PROPERTY CONVEYED HEREIN TO A POINT;  
 THENCE N 77°06'48" E A DISTANCE OF 258.89 FEET TO A POINT LYING S 77°06'48" W A DISTANCE OF 40.00 FEET FROM THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
 THENCE NORTH TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OREGON STATE HIGHWAY NO. 74;  
 THENCE NORTHEASTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF OREGON STATE HIGHWAY NO. 74 TO A POINT LYING NORTH OF THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
 THENCE SOUTH TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

ALSO RESERVING AN EASEMENT FOR INGRESS, EGRESS, REPAIR, MAINTENANCE AND UTILITIES FOR A PUMP AND RELATED FACILITIES 20.00 FEET IN WIDTH BEING DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE MOST SOUTHERLY POINT OF THE PROPERTY BEING TRANSFERRED HEREON;  
 THENCE NORTH ALONG THE WESTERLY LINE OF THE ABOVE DESCRIBED TRACT BEING TRANSFERRED A DISTANCE OF 20.00 FEET TO A POINT;  
 THENCE NORTHEASTERLY PARALLEL TO THE SOUTHERLY LINE OF THE ABOVE TRACT BEING TRANSFERRED TO A POINT ON THE EAST LINE OF SAID TRACT;  
 THENCE SOUTH A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT;  
 THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

DESCRIPTION FROM EXHIBIT "A", MORROW COUNTY DEED RECORD # M-16288  
 A PARCEL OF LAND LOCATED IN THE NW 1/4 NW 1/4 OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 24 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 24 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 89°36' EAST 993.61 FEET; THENCE SOUTH 01°04'03" WEST 177.33 FEET; THENCE SOUTH 01°04'03" WEST 177.31 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 77°06'48" EAST 337.92 FEET; THENCE SOUTH 0°05'24" EAST 585.70 FEET; THENCE SOUTH 70°14'46" WEST 369.99 FEET; THENCE NORTH 1°36'48" EAST 637.64 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH A 40 FOOT EASEMENT FOR INGRESS AND EGRESS, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:  
 BEGINNING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 24 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 89°36' EAST 993.61 FEET; THENCE SOUTH 01°04'03" WEST 177.33 FEET; THENCE SOUTH 01°36'48" WEST 202.73 FEET; THENCE WEST 20 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 01°36'48" EAST TO THE SOUTHERLY RIGHT OF WAY OF OREGON STATE HIGHWAY # 74.

EXCEPTING THEREFROM THE UNION PACIFIC RAILROAD RIGHT OF WAY, SUBJECT TO PERMANENT USE OF EXISTING PRIVATE CROSSINGS OF UNION PACIFIC RAILROAD RIGHT OF WAY PROVIDED TO ELMER AND LORRAINE LADD, RAILROAD DEPARTMENT # 32264 AND # 32265, DATED JUNE 1, 1970 AND # 32263, DATED JUNE 1, 1973. ALSO A 20FOOT EASEMENT FOR MAINTENANCE OF PUMP AND WATERLINE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 24 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 89°36' EAST 993.61 FEET; THENCE SOUTH 01°04'03" WEST 177.33 FEET; THENCE NORTH 77°06'48" EAST 85.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 03°20'35" WEST 109.50 FEET, EXCEPTING THEREFROM THE UNION PACIFIC RAILROAD RIGHT OF WAY, SUBJECT TO A PERMANENT USE OF EXISTING WATERLINE CROSSING EASEMENT OF UNION PACIFIC RAILROAD RIGHT OF WAY TO ELMER LADD AND LORRAINE LADD RAILROAD DEPARTMENT # 32264 AND # 32265 DATED JUNE 1, 1970 AND # 32263 DATED JUNE 1, 1973.

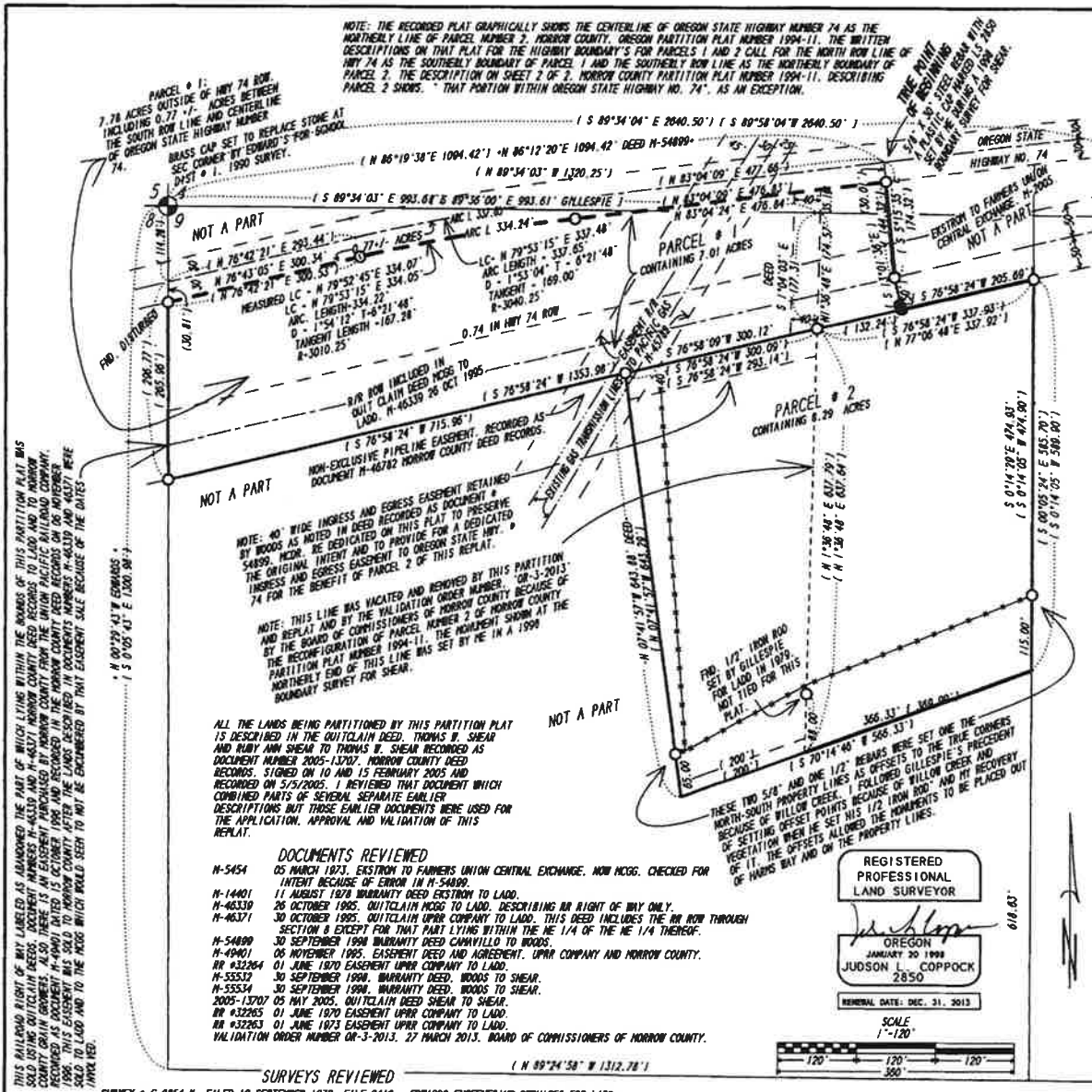
ALSO INCLUDING THE FOLLOWING: A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 24 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S 89°36' E 933.61 FEET AND COINCIDENT WITH THE NORTH LINE OF SAID SECTION; THENCE S 01°04'03" W 177.33 FEET; THENCE N 77°06'48" E 81.97 FEET; THENCE N 03°20'35" W 109.16 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 86°30'25" E 7.0 FEET; THENCE N 03°20'35" W 8.0 FEET; THENCE S 86°30'25" W 7.0 FEET; THENCE S 03°20'35" E 8.0 FEET TO THE TRUE POINT OF BEGINNING. THIS PARCEL INCLUDES THE PUMPHOUSE BUILDING, THE WELL, THE PUMP AND ALL APPURTENANCES.

INDEX:

SHEET 1. GENERAL OVERVIEW, SURVEYORS CERTIFICATE AND THE OWNERS DECLARATION.  
 SHEET 2. PARCEL 2 OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11 AND DESCRIPTIONS.  
 SHEET 3. APPROVALS AND THE INTERNAL PARTITIONING OF THE LANDS SHOWN ON SHEET 1.

1674



NOTE: THE RECORDED PLAT GRAPHICALLY SHOWS THE CENTERLINE OF OREGON STATE HIGHWAY NUMBER 74 AS THE NORTHERLY LINE OF PARCEL NUMBER 2, MORROW COUNTY, OREGON PARTITION PLAT NUMBER 1994-11. THE WRITTEN DESCRIPTIONS ON THAT PLAT FOR THE HIGHWAY BOUNDARY'S FOR PARCELS 1 AND 2 CALL FOR THE NORTH ROW LINE OF HWY 74 AS THE SOUTHERLY BOUNDARY OF PARCEL 1 AND THE SOUTHERLY ROW LINE AS THE NORTHERLY BOUNDARY OF PARCEL 2. THE DESCRIPTION ON SHEET 2 OF 2, MORROW COUNTY PARTITION PLAT NUMBER 1994-11, DESCRIBING PARCEL 2 SHOWS " THAT PORTION WITHIN OREGON STATE HIGHWAY NO. 74", AS AN EXCEPTION.

THIS RAILROAD RIGHT OF WAY LABELED AS A PART OF WHICH LIVING WITHIN THE BOUNDS OF THIS PARTITION PLAT WAS RECORDED AS DOCUMENT M-4940 DATED 15 OCTOBER 1995 AND RECORDED IN THE MORROW COUNTY DEED RECORDS ON 06 NOVEMBER 1996. THIS EASEMENT WAS SOLD TO MORROW COUNTY AFTER THE LANDS DESCRIBED IN DOCUMENTS M-46329 AND M-46371 WERE SOLD TO LADD AND TO THE FACTOR WHICH WOULD BE SEEN TO BE ENCUMBERED BY THAT EASEMENT SALE BECAUSE OF THE DATES THEREON.

ALL THE LANDS BEING PARTITIONED BY THIS PARTITION PLAT IS DESCRIBED IN THE QUITCLAIM DEED, THOMAS B. SHEAR AND RUBY ANN SHEAR TO THOMAS B. SHEAR RECORDED AS DOCUMENT NUMBER 2005-13707, MORROW COUNTY DEED RECORDS, SIGNED ON 10 AND 15 FEBRUARY 2005 AND RECORDED ON 5/25/2005. REVIEWED THAT DOCUMENT WHICH COMBINED PARTS OF SEVERAL SEPARATE EARLIER DESCRIPTIONS BUT THOSE EARLIER DOCUMENTS WERE USED FOR THE APPLICATION, APPROVAL AND VALIDATION OF THIS REPLAT.

- DOCUMENTS REVIEWED**
- M-5454 05 MARCH 1973, ERSTROM TO FARMERS UNION CENTRAL EXCHANGE, NOW MOCC, CHECKED FOR INTENT BECAUSE OF ERROR IN M-54899.
  - M-14401 11 AUGUST 1978 WARRANTY DEED ERSTROM TO LADD.
  - M-46339 26 OCTOBER 1995, QUITCLAIM MOCC TO LADD, DESCRIBING RR RIGHT OF WAY ONLY.
  - M-46371 30 OCTOBER 1995, QUITCLAIM UPFR COMPANY TO LADD, THIS DEED INCLUDES THE RR ROW THROUGH SECTION 8 EXCEPT FOR THAT PART LYING WITHIN THE NE 1/4 OF THE NE 1/4 THEREOF.
  - M-54899 30 SEPTEMBER 1998 WARRANTY DEED CAVAYLITO TO WOODS.
  - M-49401 06 NOVEMBER 1995, EASEMENT DEED AND AGREEMENT, UPFR COMPANY AND MORROW COUNTY.
  - M-432864 01 JUNE 1970 EASEMENT UPFR COMPANY TO LADD.
  - M-55532 30 SEPTEMBER 1998 WARRANTY DEED, WOODS TO SHEAR.
  - M-55534 30 SEPTEMBER 1998, WARRANTY DEED, WOODS TO SHEAR.
  - 2005-13707 05 MAY 2005, QUITCLAIM DEED SHEAR TO SHEAR.
  - M-432865 01 JUNE 1970 EASEMENT UPFR COMPANY TO LADD.
  - M-432863 01 JUNE 1973 EASEMENT UPFR COMPANY TO LADD.
- VALIDATION ORDER NUMBER OR-3-2013, 27 MARCH 2013, BOARD OF COMMISSIONERS OF MORROW COUNTY.

- SURVEYS REVIEWED**
- SURVEY # C-0254-K, FILED 10 SEPTEMBER 1979, FILE 0410, EDWARDS ENGINEERING SERVICES FOR LADD.
  - SURVEY # C-1042-C, FILED 17 APRIL 1995 AS MORROW COUNTY PARTITION PLAT # 1994-11.
  - SURVEY # C-1043-C, FILED 17 APRIL 1995 AS MORROW COUNTY PARTITION PLAT # 1994-12.
  - SURVEY # C-1156-C, FILED 22 DECEMBER 1997, FILE 0630, ROGERS SURVEYING FOR BURNS.
  - SURVEY # 1186-C, FILED 12 DECEMBER 1998, FILE 0970, COPPOCK FOR SHEAR.
  - SURVEY # 1499-C, FILED 20 APRIL 2007, FILE 1499, WITNESS TREE SURVEYING FOR STEFANI.

**INDEX:**

SHEET 1. GENERAL OVERVIEW, SURVEYORS CERTIFICATE AND THE OWNERS DECLARATION.  
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SOME OF THE UNITS OF LAND WITHIN THE EXTERIOR BOUNDS OF PARCEL 2 OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11 WERE UNLAWFULLY CREATED, EXCEPT FOR THE 7' X 8' FOOT BELL UNIT. THE RAILROAD RIGHT OF WAY WAS NOT A PART OR INTENDED TO BE A PART OF PARCEL 2 AS PLATTED. THE BOARD OF COMMISSIONERS OF MORROW COUNTY, "THE GOVERNING BODY", STATE OF OREGON BY THE VALIDATION ORDER NUMBER OR-3-2013 HAS DECLARED THE LANDS WITHIN THE BOUNDS OF THIS RE-PLAT AS BEING IN COMPLIANCE WITH THE MORROW COUNTY SUBDIVISION ORDINANCES AND ORS 92, THEREBY THAT ACTION ALLOWING THIS PARTITION AND RE-PLAT TO PROCEED TO APPROVAL AND RECORDING, ORDER NUMBER OR-3-2013 DOES NOT APPLY TO ANY OTHER LANDS WITHIN THE BOUNDS OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11.

LD NUMBER LP-5-429 AND REPLAT R-5-030-12 LOCATED PARTLY WITHIN AND PARTLY OUTSIDE BUT ADJACENT TO "PARCEL 2 OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11" AS PLATTED, THE PORTION OF PARCEL 2 BEING PLATTED CONSISTS OF THREE UNLAWFUL UNITS OF LAND SHARING THE SAME TRACT LOT NUMBER, ONE BEING AN UNLAWFULLY CREATED UNIT OF LAND WITHIN PARCEL 2 AS NOW PLATTED AND THE OTHER TWO TRACTS LEGALLY CREATED, ONE OF WHICH LIES OUTSIDE BUT ADJACENT TO SAID PARCEL 2 AND THE OTHER A 7 FOOT BY 8 FOOT TRACT CREATED SO A BELL AND ITS HOUSE COULD BE SOLD BY DEED LYING WITHIN THE EXTERIOR BOUNDARY OF SAID PARCEL 2 AND NOTED AS AN EXCEPTION IN THE DESCRIPTION OF PARCEL 2 AS WRITTEN ON SHEET 2 OF PARTITION PLAT 1994-11. THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY'S RIGHT OF WAY IS ALSO NOTED AS AN EXCEPTION TO PARCEL 2 AND HAS NEVER BEEN A PART OF MORROW COUNTY PARTITION PLAT NUMBER 1994-11.

**APPROVALS:**

MORROW COUNTY SURVEYOR  
 APPROVED THIS 16<sup>th</sup> DAY OF May 2013.  
*Steph K. Hubbard*  
 MORROW COUNTY SURVEYOR

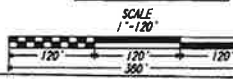
MORROW COUNTY PLANNING DEPT.

THIS PLAT REPRESENTS THE INTENT OF "VALIDATION ORDER NUMBER OR-3-2013" BY THE BOARD OF COMMISSIONERS OF MORROW COUNTY, OREGON. IT IS ALSO IN COMPLIANCE WITH PLANNING REQUIREMENTS.  
 APPROVED THIS 16<sup>th</sup> DAY OF MAY 2013  
*Walter J. Shaw*  
 PLANNING DIRECTOR

MORROW COUNTY ASSESSOR AND TAX COLLECTOR  
 TAXES ARE PAID IN FULL AND THIS PLAT IS APPROVED THIS 12<sup>th</sup> DAY OF May 2013.  
*Steph K. Hubbard*  
 ASSESSOR AND TAX COLLECTOR

- LEGEND:**
- RECOVERED MONUMENTS SET BY ME DURING MY 1998 SURVEY FOR SHEAR, MORROW COUNTY SURVEY RECORD # 1196-C, FOLDER # 970, UNLESS OTHERWISE NOTED.
  - SET A 5/8" X 30" STEEL REBAR WITH A PLASTIC CAP MARKER LS 2050 TO REPLACE THE MISSING MONUMENT SET BY ME IN 1998.
  - ⊙ MONUMENTS FOUND AS NOTED.
  - EASEMENT LINES.
  - 000 MEASURED FOR THIS PLAT.
  - (000) FROM MY 1998 BOUNDARY SURVEY FOR SHEAR, THIS RECORD HELD, RECOVERED MONUMENTS WERE UNDISTURBED EXCEPT WHERE NOTED, FIELD TIES WERE USED AS A CHECK.
  - (000) FROM GILLESPIE'S, OF EDWARDS ENGINEERING SERVICES, OCTOBER 1979 SURVEY FOR LADD.

REGISTERED PROFESSIONAL LAND SURVEYOR  
 OREGON  
 JANUARY 30 1998  
 JUDSON L. COPPOCK  
 2850  
 EXPIRES DATE: DEC. 31, 2013



STATE OF Oregon } ss  
 COUNTY OF Morrow

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED AND FILED FOR RECORD ON THE 17<sup>th</sup> DAY OF May 2013 A.D. AT 9:18 O'CLOCK A.M.

AND RECORDED AS FILE NUMBER 2013-52197

MORROW COUNTY CLERK

DEPUTY

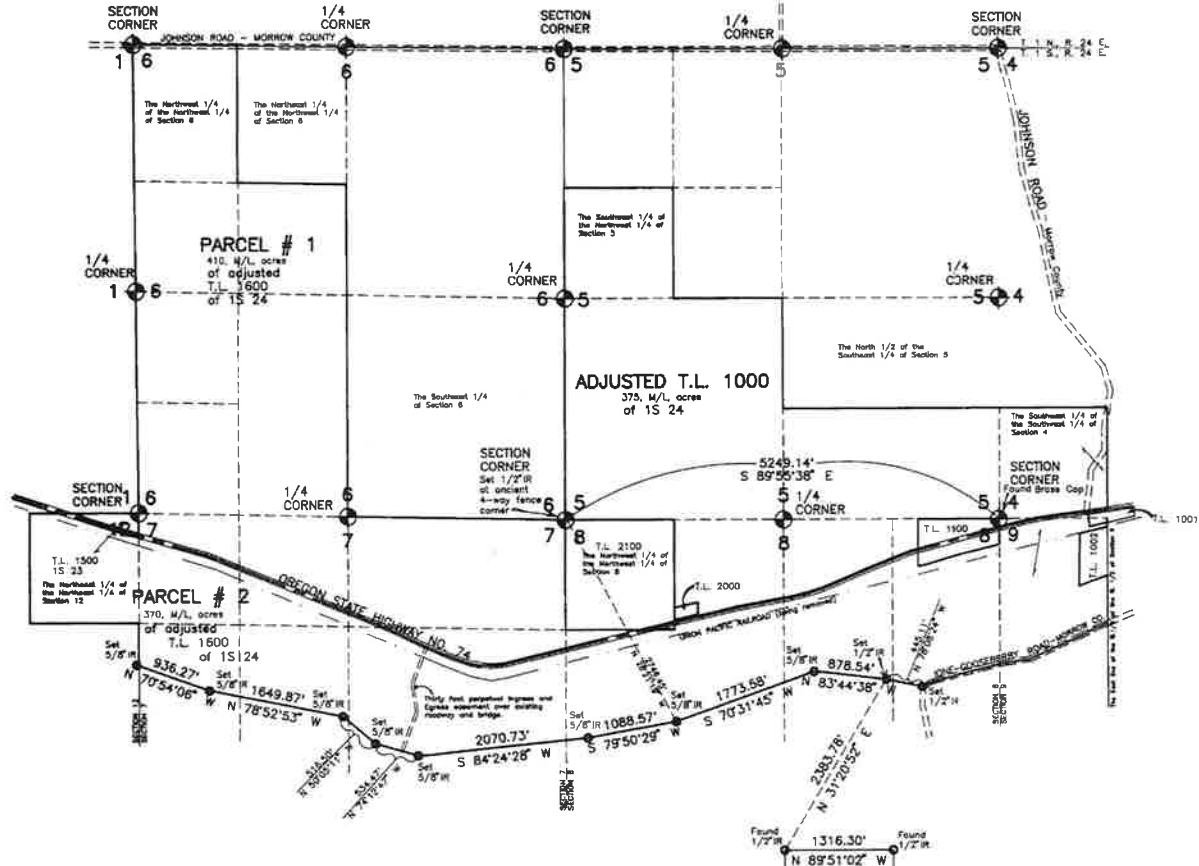
RECEIVED BY  
 Morrow County Surveyor  
 Date: 5-23-2013  
 Rec'd by: S.K.H.  
 No.: 2013-27C  
 Folder No.: 1674

THIS IS A TRUE COPY OF THE ORIGINAL.  
*Steph K. Hubbard*  
 JUDSON L. COPPOCK, PLS

COPPOCK SURVEYING 26 APRIL 2013  
 P.O. BOX 495 541-676-8750  
 HEPPER, OR 97836 FAX 541-676-8253  
 Job No. 1012601

1674

PARTITION PLAT  
SHEET 1 OF 2



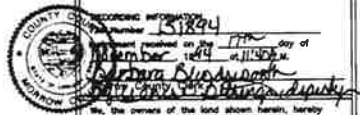
Basis of bearing as per Tuttle 12/3/86 survey of T.L. 1701 of 1S 24.

NOTE: Iron rod (IR) monuments set have yellow, plastic cap stamped "LS 1028" affixed.

NARRATIVE: The purpose of this survey is to show Adjusted T.L. 1000 of 1S 24 and to divide Adjusted T.L. 1600 of 1S 24 into two parcels as shown. Acreage and distance determination was partially made from G.L.O. distances and assessor map calls. Acreages and distances shown are more or less, (M/L).

SEE SHEET 2 OF 2 for Descriptions, Easements and Water Rights.

"SURVEY"  
FOR - Lorraine Ladd  
LOCATION - Original parcels located in Sections 4, 5, 6, 7, 8, and 9 of Township 1 South, Range 24 East, and in Section 12 of Township 1 South, Range 23 East, Willamette Meridian - MORROW COUNTY, OREGON



I, the owners of the land above herein, hereby declare that this division of land has been made with our free consent and in accordance with our desires, that we hereby acknowledge this as a legal partition.

*Lorraine Ladd*  
DATE

OWNER: LORRAINE LADD DATE  
STATE OF OREGON  
COUNTY OF MORROW IN  
Subscribed and sworn before me on this 11 day of November, 1994  
by Lorraine Ladd

Notary Public for the state of Oregon  
My Commission expires 11/05/97

**BRANDON E. TIMMS**  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 000056  
MY COMMISSION EXPIRES NOV. 05, 1997

I hereby certify that this partition was approved and approved as of this 11 day of Nov 1994  
*Lorraine Ladd*  
Morrow County Assessor  
I hereby certify that this partition was approved and approved as of this 11 day of Nov 1994  
Morrow County Surveyor  
I hereby certify that this partition was approved and approved as of this 11 day of Nov 1994  
*Dawn Seage*  
Planning Director  
I hereby certify that this partition was approved and approved as of this 11 day of Nov 1994  
*Theresa C. Collins*  
Morrow County Treasurer Tax Collector



*Lorraine Ladd*  
Oct. 29, 1994



EASEMENTS:

NOTE: The following listed easements DO NOT NECESSARILY APPLY to any or all of the parcels shown.

- 1) Conditions and restrictions imposed by instrument including the terms thereof, recorded Jan. 8, 1917 in Book 30 page 64.
2) Northern Pacific Railway Company reserves mineral rights.
3) Covenants, easements, and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof, recorded March 5, 1921, Bk 34 pg 204.
4) An easement created by instrument, including the terms and provisions thereof, recorded Sept. 21, 1927 in Bk 39 pg 129 in favor of Sherman Electric Company.
5) An easement created by instrument, including the terms and provisions thereof recorded Sept. 21, 1927 in Bk 39 pg 130 in favor of Sherman Electric Company.
6) An easement created by instrument, including the terms and provisions thereof recorded Oct. 22, 1927 in Bk 39 pg 170 in favor of Sherman Electric Company.
7) An easement created by instrument, including the terms and provisions thereof recorded Oct. 22, 1927 in Bk 39 pg 171 in favor of Sherman Electric Company.
8) An easement created by instrument, including the terms and provisions thereof recorded Aug. 28, 1928 in Bk 39 pg 481 in favor of Island Power and Light Company.
9) An easement created by instrument, including the terms and provisions thereof recorded Jan. 5, 1940 in Bk 45 pg 397 in favor of Pacific Power and Light Company.
10) Agreement providing for private road crossing over right of way of Railroad Company recorded Jan. 9, 1947 in Bk 48 pg 635. Between Union Pacific Railroad and O.W.R. and N. Co. and West Coast.
11) An easement created by instrument, including the terms and provisions thereof, recorded July 16, 1948 in Bk 51 pg 389 in favor of Pacific Company.
12) An easement created by instrument, including the terms and provisions thereof recorded June 16, 1948 in Bk 51 pg 391 in favor of Pacific Power and Light Co.
13) An easement created by instrument, including the terms and provisions thereof recorded Dec. 11, 1950 in Bk 53 pg 444 in favor of Pacific Telephone Company.
14) An easement created by instrument, including the terms and provisions thereof recorded Jan. 13, 1955 in Bk 58 pg 800 in favor of Pacific Power and Light Company.
15) An easement created by instrument, including the terms and provisions thereof recorded Feb. 19, 1960 in Bk 64 pg 530 in favor of Pacific Gas Transmission Company.
16) An easement created by instrument, including the terms and provisions thereof recorded Feb. 19, 1960 in Bk 64 pg 532 in favor of Pacific Gas Transmission Company.
17) An easement created by instrument, including the terms and provisions thereof recorded April 25, 1960 in Bk 65 pg 59 in favor of Pacific Power and Light Co.
18) An easement created by instrument, including the terms and provisions thereof recorded Nov. 17, 1961 in Bk 67 pg 31 in favor of Pacific Gas Transmission Company.
19) Notice of Location recorded by Pacific Gas Transmission Company recorded Jan. 15, 1962 in Bk 67 pg 186.
20) Notice of Location by Pacific Gas Transmission Company recorded Jan. 15, 1962 in Bk 67 pg 194.
21) Notice of Location, including the terms and provisions thereof recorded Jan. 31, 1962 in Bk 67 pg 276. Executed by Pacific Gas Transmission Company.
22) An easement created by instrument, including the terms and provisions thereof recorded June 26, 1962 in Bk 68 pg 78 in favor of Lone Gooseberry Telephone Company.
23) An easement created by instrument, including the terms and provisions thereof recorded June 26, 1962 in Bk 68 pg 79 in favor of Lone Gooseberry Telephone Company.
24) An easement created by instrument, including the terms and provisions thereof recorded Nov. 6, 1963 in Bk 69 pg 577 in favor of Pacific Northwest Bell Telephone Company.
25) Assignment of easement created by instrument, including the terms and provisions thereof recorded April 23, 1964 in Bk 70 pg 533 in favor of Columbia Basin Electric Cooperative Association.
26) An easement created by instrument, including the terms and provisions thereof recorded May 6, 1967 in Bk 74 pg 436 in favor of Pacific Gas Transmission Company.
27) Notice of Completion, including the terms and provisions thereof recorded Feb. 6, 1968 in Bk M pg 386. Executed by Pacific Gas Transmission Company.
28) An easement created by instrument, including the terms and provisions thereof recorded March 20, 1968 in Bk M pg 477 in favor of H.R. Eakman.
29) An easement created by instrument, including the terms and provisions thereof recorded Nov. 7, 1972 in Bk M pg 5188 in favor of Columbia Basin Electric Cooperative.
30) An easement created by instrument, including the terms and provisions thereof recorded Aug. 24, 1973 in Bk M pg 5980 in favor of Columbia Basin Electric Cooperative.
31) An easement created by instrument, including the terms and provisions thereof recorded Sept. 17, 1974 in Bk M pg 7256 in favor of Columbia Basin Electric Cooperative.
32) An easement created by instrument, including the terms and provisions thereof recorded June 4, 1975 in Bk M pg 6124 in favor of Columbia Basin Electric Cooperative.
33) An easement, including the terms and provisions thereof recorded Oct. 30, 1979 in Bk M pg 16286 in favor of Donald W. Popinow and Gail A. Popinow, husband and wife. Reservations contained in patents from United States of America and deeds from the Northern Pacific Railroad Company, principally affecting mineral rights.
34) Plant Restoration and Maintenance Agreement, including the terms and provisions thereof recorded May 27, 1993 in Bk M pg 40522. Between Lorraine Lode and Pacific Gas Transmission Company.
35) An easement created by instrument, including the terms and provisions thereof recorded March 8, 1993 in Bk M pg 40074 in favor of US West Communications, Inc, a Colorado Corporation.
36) An easement created by instrument, including the terms and provisions thereof recorded March 8, 1993 in Bk M pg 40075 in favor of US West Communications, Inc, a Colorado Corporation.
37) Existing Morrow County Roads.
38) Thirty foot perpetual, non-exclusive, ingress and Egress Easement over existing roadway and bridge from Oregon State Highway No. 74 thru Parcel # 2 of adjusted T.L. 1600 of 15 24 to the North line of Parcel # 2 of adjusted T.L. 1700 of 15 24 as shown.

DESCRIPTIONS:

PARCEL # 1

A parcel of land located in Sections 6, 7, and 8 of T. 1 S., R. 24 E. W.M., Morrow County, Oregon, said parcel being more particularly described as follows: Beginning at the S.W. corner of said Section 6; thence North to the N.W. corner of said Section 6, thence East to the N.E. corner of the N.W. 1/4 of the N.W. 1/4 of said Section 6, thence South to the N.W. corner of the S.E. 1/4 of the N.W. 1/4 of said Section 6; thence East to the N.E. corner of the S.E. 1/4 of the N.W. 1/4 of said Section 6; thence South to the S.E. corner of the S.W. 1/4 of said Section 6; thence East to the N.E. corner of said Section 7; thence South to the N.W. corner of the S.W. 1/4 of the N.W. 1/4 of said Section 8; thence East along the North line of said Section 8, thence East to the N.W. 1/4 of said Section 8 to the North right of way line of Oregon State Highway No. 74; thence West along said North right of way line to the West line of said Section 7; thence North to the point of beginning.

PARCEL # 2:

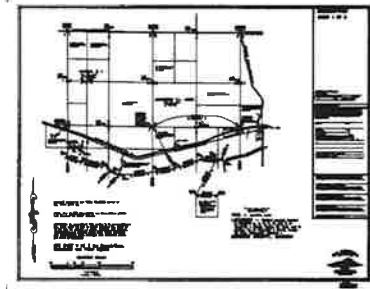
A parcel of land located in Section 12 of T. 1 S., R. 23 E., and in Sections 4, 7, 8, and 9 of T. 1 S., R. 24 E., W.M., Morrow County, Oregon, said parcel being more particularly described as follows: Beginning at the N.E. corner of the S.W. 1/4 of the S.E. 1/4 of said Section 8; thence N.89°51'02"W a distance of 1316.30 feet to the N.W. corner of the S.W. 1/4 of the S.E. 1/4 of said Section 8; thence N.31°20'52"E a distance of 2383.78 feet to the True Point of Beginning of the herein described parcel of land; thence N.83°44'38"W a distance of 878.54 feet; thence S.70°31'45"W a distance of 1773.58 feet; thence S.79°50'29"W a distance of 1068.57 feet; thence S.84°24'28"W a distance of 2070.73 feet; thence N.74°12'47"W a distance of 534.47 feet; thence N.50°05'11"W a distance of 516.50 feet; thence N.78°52'55"W a distance of 1649.87 feet to the West line of said Section 7; thence North along said West line, to the S.E. corner of the N.E. 1/4 of the N.E. 1/4 of said Section 12; thence West to the S.W. corner of the N.E. 1/4 of the N.E. 1/4 of said Section 12; thence North to the N.E. corner of the N.E. 1/4 of the N.E. 1/4 of said Section 12; thence South, along the East line of said Section 12, to the South right of way line of Oregon State Highway No. 74; thence Easterly, along said South right of way line, to the East line of the S.W. 1/4 of the S.W. 1/4 of said Section 4; thence South to the N.E. corner of the W. 1/2 of the W. 1/2 of said Section 9; thence South along the East line of the W. 1/2 of the W. 1/2 of said Section 9 to the centerline of one-Gooseberry Market Road a Morrow County road; thence West along said centerline to a point that bears S.78°08'24"E of the True Point of Beginning; thence N.78°08'24"W to the True Point of Beginning; EXCEPTING THEREFROM:

EXCEPTION: That portion within Oregon State Highway No. 74. EXCEPTION: That portion within lands acquired by the O.W.R. & N. Company for the purposes of railroad rights of way. EXCEPTION: Beginning at the N.E. corner of said Section 8; thence South 4.67 chains; thence S.77°50"W a distance of 15.42 chains; thence North 8.60 chains; thence East 15.18 chains to the point of beginning. EXCEPTION: Commencing at the N.W. corner of said Section 9 and running thence N.86°12'20"E a distance of 1094.43 feet to a point of the centerline of the Heppner Highway, said point also being the True Point of Beginning for this description; thence S.81°12'35"E a distance of 174.19 feet to a point of the centerline of Heppner Junction to Heppner Branch of the Union Pacific Railroad Company; thence N.76°49"E along said centerline a distance of 562.64 feet to a point; thence N.04°48'20"W a distance of 117.70 feet to a point of the centerline of the Heppner Highway; thence S.82°34'45"W along said centerline a distance of 358.60 feet to the True Point of Beginning. EXCEPTION: A parcel of land located in the N.W. 1/4 of the N.W. 1/4 of said Section 9, described as follows: Beginning at the N.W. corner of Section 9; thence S.89°36"E a distance of 993.61 feet to a point; thence S.01°04'03"W a distance of 177.31 feet to the True Point of Beginning; thence N.77°06'48"E a distance of 337.92 feet to a point; thence S.00°05'24"E a distance of 585.70 feet to a point; thence S.70°14'46"W a distance of 369.99 feet to a point; thence N.01°36'48"E a distance of 637.64 feet to the True Point of Beginning. EXCEPTION: A parcel of land located in the N.W. 1/4 of Section 9 of T. 1 S., R. 24 E., W.M., more particularly described as follows: Beginning at the N.W. corner of said Section; thence S.89°36"E a distance of 993.61 feet and coincident with the North line of said Section; thence S.01°04'03"W a distance of 177.33 feet; thence N.77°06'48"E a distance of 109.16 feet to the True Point of Beginning; thence N.86°39'22"E a distance of 7.00 feet; thence N.03°20'35"W a distance of 8.00 feet; thence S.86°39'25"W a distance of 7.00 feet; thence S.03°20'35"E a distance of 8.00 feet to the True Point of Beginning. EXCEPTION: That portion within the N.W. 1/4 of the N.W. 1/4 of said Section 9. ADJUSTED T.L. 1000 OF 15 24.

A parcel of land located in Sections 4, 5, 8, and 9 of T. 1 S., R. 24 E., W.M., Morrow County, Oregon, said parcel being more particularly described as follows: Beginning at the S.W. corner of said Section 5; thence North to the N.W. corner of the S.W. 1/4 of the S.W. 1/4 of said Section 5; thence East to the N.E. corner of the S.W. 1/4 of the S.W. 1/4 of said Section 5; thence South to the S.E. corner of the S.W. 1/4 of the S.W. 1/4 of said Section 5; thence East to the N.E. corner of the S. 1/2 of the S.E. 1/4 of said Section 5; thence East to the N.E. corner of the S. 1/2 of the S.E. 1/4 of said Section 5; thence East to the N.E. corner of the S.W. 1/4 of the S.W. 1/4 of said Section 4; thence South, along the East line of the S.W. 1/4 of the S.W. 1/4 of said Section 4; thence North right of way line of Oregon State Highway No. 74; thence West, along said North right of way line, to the East line of the N.W. 1/4 of the N.W. 1/4 of said Section 8; thence North to the N.E. corner of the N.W. 1/4 of the N.W. 1/4 of said Section 8; thence West to the point of beginning. EXCEPTING THEREFROM: EXCEPTION: Beginning at a point lying a distance of 1204.30 feet South and a distance of 1308.20 feet East of the N.W. corner of Section 8, T. 1 S., R. 24 E., W.M.; thence N.80°11'W along the West line of said property a distance of 60.00 feet to a point; thence N.78°49"E a distance of 290.40 feet to a point; thence S.00°11'E a distance of 150.00 feet to the Northern right of way line of State Highway No. 74; thence S.76°45'W along said right of way line of State Highway No. 74 a distance of 290.40 feet to the point of beginning. EXCEPTION: Beginning at the N.E. corner of said Section 8; thence South 4.67 chains; thence S.77°50"W a distance of 15.42 chains; thence North 8.60 chains; thence East 15.18 chains to the point of beginning.

WATER RIGHTS:

- Water Rights are based on Robert M. Burns, ASA, report. NOTE: The following water rights are listed from an appraisal report done by Robert M. Burns, ASA. The following water rights DO NOT NECESSARILY APPLY to any or all of the parcels shown. 1.) Volume 1, pages 148, for 20 acres with 1909 priority, page 199, for 78.5 acres with 1905 priority, page 160, for 5.0 acres with 1908 priority, page 166, for 4.5 acres with 1905 priority, and page 172 for 55.5 acres with 1909 priority. These water rights are adjudicated rights out of Willow Creek totaling 143.5 acres. A transfer order #4344 dated February 14, 1908 changed the point of diversion which makes it easier to lift the water out of the creek via a 30 h.p. centrifugal pump rather than by a by a headgate. 2.) Certificate #38717 for the irrigation of 4.6 acres primary and 47.8 acres supplemental from well # 1, priority date September 9, 1968. 3.) Certificate #35347 for the irrigation of 90.3 acres primary and 67.5 acres supplemental from well # 2, priority date April 1, 1968. 4.) Permit #011413 under Application #C-12467 for the irrigation of 49.9 acres of primary and 120.3 acres of supplemental from well # 3, priority date April 3, 1991. The permit has 57 acres of water rights that currently do not have a primary right because on February 16, 1993, a final order concerning the primary water rights on 57 acres of 1898 Willow Creek right was issued by the Water Resources Department of Oregon. Because a supplemental water right has to have a primary right to be legally used, owners of this property should change the water right under Permit #011413 to change 26.0 acres supplemental water in Section 12 and 21 and 10 acres in Section 7 to a primary right.



See SHEET 1 OF 2

"SURVEY" FOR - Lorraine Lodd LOCATION - Original parcels located in Sections 4, 5, 6, 7, 8, and 9 of Township 1 South, Range 24 East, and in Section 12 of Township 1 South, Range 23 East, Willamette Meridian - MORROW COUNTY, OREGON

Signature of surveyor and date Oct. 29, 1994.

PARTITION PLAT SHEET 2 OF 2

Notary Public section for Sharon S. Timms, Notary Public-Oregon, Commission No. 028266, My Commission Expires Nov. 26, 1997. Includes a signature and date.



**From:** Justin Nelson

**Sent:** Monday, April 29, 2019 3:06 PM

**To:** Steve Haddock - Personal Email <[witnesstree@eoni.com](mailto:witnesstree@eoni.com)>; Carla McLane <[cmclane@co.morrow.or.us](mailto:cmclane@co.morrow.or.us)>

**Cc:** Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>; Mike Gorman <[mgorman@co.morrow.or.us](mailto:mgorman@co.morrow.or.us)>; Steve Haddock <[shaddock@co.morrow.or.us](mailto:shaddock@co.morrow.or.us)>; Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>

**Subject:** RE: BOC 05012019 Agenda: MCGG Easement Relocation Request

Attached are a few documents from the Fire Hall Easement and pipeline easement when Mr. Sorte was here. The issue of the easement came-up at that time and Mr. Sorte worked on it with Ms. Cutsforth.

-Justin

---

*Justin W. Nelson*

*Morrow County District Attorney*

*Morrow County Counsel*

*100 S. Court St.*

*P.O. Box 664*

*Heppner, OR 97836*

*Office: (541) 676-5626*

*Fax: (541) 676-5660*

*Email: [jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)*

**From:** The Haddocks [<mailto:witnesstree@eoni.com>]

**Sent:** Monday, April 29, 2019 2:47 PM

**To:** Carla McLane <[cmclane@co.morrow.or.us](mailto:cmclane@co.morrow.or.us)>; Roberta Lutcher <[rlutcher@co.morrow.or.us](mailto:rlutcher@co.morrow.or.us)>

**Cc:** Darrell Green <[dgreen@co.morrow.or.us](mailto:dgreen@co.morrow.or.us)>; Mike Gorman <[mgorman@co.morrow.or.us](mailto:mgorman@co.morrow.or.us)>; Steve Haddock <[shaddock@co.morrow.or.us](mailto:shaddock@co.morrow.or.us)>; Richard Tovey <[rtovey@co.morrow.or.us](mailto:rtovey@co.morrow.or.us)>; Justin Nelson <[jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)>

**Subject:** Re: BOC 05012019 Agenda: MCGG Easement Relocation Request

Good afternoon Carla,

Just some input on the easement location / dimensions that may be helpful in the discussion.

First of all, the strip of land shown on partition plat 2013-5 is the entire abandoned railroad right of way which is shown to be 100 feet wide. However, as stated in the first paragraph of the 1996 deed M-49401, the Morrow County easement is only 25 feet wide lying at some random location within that 100 feet.

The situation is that the true location of the 25 foot wide easement within the abandoned right of way was not to be definitely identified until the installation of the first utility in the easement. These parameters are spelled out in the last paragraph on page 2 / first paragraph on page 3 of the deed.

So, the question at hand "Can the easement be reduced to 25 feet in width?" is "yes" it is already only 25 feet wide.

Can that 25 feet be moved to the south line of the abandoned railroad right of way. "Maybe". If a utility has already been allowed by Morrow County in that easement then the centerline of the Morrow County easement is fixed along that utility and the total eaement lies 12.5 feet on each side of the utility. In that case, a change would involve moving the utility and possibly filing of deeds. If no utility has been installed yet, then the location of the easement is still portable and moving it to any desired location would be a planning question that should envision future utility installation as it may relate to properties on either side of the one in question here.

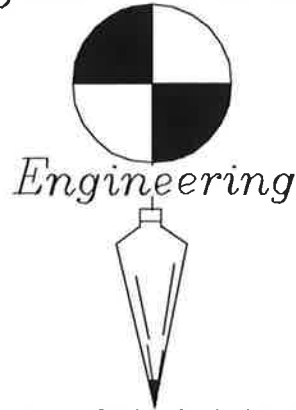
Of course, this begs the question as to whether this 25 foot easement even exists because, as noted on Partition Plat 2013-5, the order of filing of the deed creating this easement in comparison to the dates of when the old right of way was conveyed to the Grain Growers makes it appear that the land had already been conveyed by the UPRR so their quit claim to Morrow County may have created nothing. It would be wise to have a look at the actual title of these lands before a decision is made.

If you recall we had the same question about easement location with the development of the Heppner Fire Station and the County allowed the move but required installation of those culvert pipes for future conduits along the north side of the building.

Have a great week,

Stephen K. Haddock, PLS, CFedS  
Morrow County Surveyor

Ferguson Surveying



P.O. Box 519, 210 E. Main  
MT. VERNON, OR 97865  
PHONE (541)932-4520  
FAX (541)932-4430  
EMAIL dfse@ortelco.net

February 2, 2016

Burke O'Brien, Morrow County Public Works Director.  
P.O. Box 428  
Lexington, OR 97839

Re: Modification of Easement – City of Heppner

Burke,

I have reviewed the easements documents, being Instrument #46193 and #49401 of the Morrow County Deed Records and the “Modification of Easement and Substitute Notice of Installation”.

It is evident that the Union Pacific Railroad Company acquired an easement from the Morrow County Grain Growers as described in said instrument #46193 in 1995. In 1996, Morrow County then acquired that easement from the Union Pacific Railroad as described in Instrument #49401. I would thereby caution all that the easement is now between Morrow County (grantee) and the Morrow County Grain Growers (grantor), and I believe that it is subject to the terms and conditions of the easement first granted in Instrument #46193. I bring this up as the two said easement documents appear to be very similar, however Union Pacific Railroad can only transfer the rights it obtained from the Grain Growers, thereby Morrow County is subject to the same.

Now with regard to the “Modification of Easement and Substitute Notice of Installation”, I would point out that the statement in paragraph 3 of the recitals, which states “*The language describing the location of the easement is both vague and contradictory.*”, is not necessary and is quite confusing. It appears that this statement is being made out of confusion and not out of facts on the face of the document. The original easement, in paragraph one states “*a non-exclusive, perpetual easement, twenty five (25.0) feet in width, to be situated between lines parallel to the centerline of the Grantee’s former Heppner Branch*”. Then later in the document, in the fourth paragraph, the location is further defined “*with a centerline that is to be fixed and established as the actual location of the first installation of the facilities*”, clearly stating that the first installation will fix location. I do not know if any facilities have been installed that fix the location of the easement. I would recommend removing the language from the easement regarding the previous easement location altogether, as it appears the revised easement will describe and fix the location of the easement. With that being said, it appears the county purchased the easement that is contiguous to other properties

adjacent to this property, and those easement descriptions should be reviewed to determine if there is a fixed location on either side of the property prior to relocating this easement.

Next, since the easement purchased by Morrow County is 25' in width, is there any implication of this being a public easement of which the County is vacating 15' of said easement? This is a question that I cannot answer.

Under the "THE PARTIES AGREE AS FOLLOWS:" I point out the following:

1. **Easement Location:** needs to be more clearly defined, such as "A strip of land, being 10' in width, the northeasterly boundary of said easement being the northeasterly boundary of the tract of land as described in Deed Inst. ??, and the southwesterly boundary being 10' southwesterly and parallel with the said northeasterly boundary" or some wording that clearly states the location.
2. **Connection Easement:** Without a sketch or layout of the property showing the boundaries and the proposed location of the new building, then I would question what area is available for additional easements on the City property. Also, without reviewing the adjacent pipeline easements, there is no way of knowing if they are similar in description to the Grain Growers easement. Care should be taken to ensure that a pipeline connection can be made within the existing easement conditions on the adjacent properties.
3. **Construction of Culvert:** Is this culvert going to run the entire length of the property? If yes, how will access be provided to the culvert to facilitate installation? Also, it appears that the culvert will restrict the use of the easement to the confines of the culvert. What will be the purpose of the remaining 7' of easement if the facilities are confined to the 36" culvert.
4. **Substitute Notice of Installation:** Perhaps this should just be called the "Notice of Installation", as the word substitution would tend to make one think that there is another notice of installation in place or in existence.

My biggest concern is the connection to the existing easements on the adjacent properties to the proposed new location of this easement and being sure the County is protected and has the ability to access the new location of this easement at each end. If the access is not available or usable, then the easement is basically useless.

Sincerely,

Kenny Delano Jr., PLS  
Staff Surveyor

<p><i>After Recording Return To:</i>          KUHIN LAW OFFICES          P. O. BOX 428          HEPPNER, OR 97836</p> <p><i>Address of Grantor(s):</i>          MORROW COUNTY, A Municipal Subdivision of          the State of Oregon          PO BOX 788          HEPPNER OR 97836</p> <p><i>Address of Grantee(s)</i>          CITY OF HEPPNER          111 N MAIN          PO BOX 756          HEPPNER OR 97836</p> <p><i>Until a change is requested, all tax statements shall be sent to the following address:</i>          CITY OF HEPPNER          111 N MAIN          PO BOX 756          HEPPNER OR 97836</p>	<p>(Space Reserved for Recorder's Use)  <i>Name of Document:</i> Modification of Easement &amp;          Substitute Notice of Installation</p> <p><i>Consideration:</i> A gift to the City of Heppner for public good</p>
--	---

**MODIFICATION OF EASEMENT AND SUBSTITUTE NOTICE OF INSTALLATION**

Dated: \_\_\_\_\_, 2016

Between:

Morrow County "County"  
 A Municipal Subdivision of the State of Oregon  
 P.O. Box 788  
 Heppner, Oregon 97836

And

City of Heppner "City"  
 A Municipal Corporation  
 P.O. Box 756  
 Heppner, Oregon 97836

**Recitals**

By virtue of an Easement Deed and Agreement between Morrow County Grain Growers, Inc., Grantor, and Union Pacific Railroad Company, Grantee, dated September 11, 1995 and recorded October 5, 1995 in Morrow County, Oregon Deed Records at M-46193, Union Pacific Railroad was granted a non-exclusive, perpetual 25 foot wide easement on property owned by Morrow County Grain Growers, Inc. and along the former Union Pacific Railroad, Heppner Branch Line. The purpose of the easement was to allow Union Pacific Railroad to construct, install, operate, and maintain underground pipelines for transmission of irrigation water and natural gas. These easement rights granted were transferred to Morrow County pursuant to an Easement Deed and Agreement dated October 15, 1996 and recorded at M-49401 Morrow County Deed Records on November 6, 1996.

Grantee City is being gifted real property from Morrow County Grain Growers, Inc. for construction of a new fire hall. This real property is encumbered by the County's easement. The real property being gifted to the City is described in Exhibit A attached.

~~The language describing the location of the easement is both vague and contradictory. A copy of the Morrow County Easement is attached as Exhibit B. On page 1 of the easement, the location of the easement is described as being twenty-five feet in width, to be situated between lines parallel to the centerline of Grantor's former Heppner Branch Line.~~

The easement location is further described at the bottom of page 2 and at the top of page 3 of Grantor's easement as:

"The Non-Exclusive Easement Area shall be twenty-five (25) feet in width, with a center line that is to be fixed and established as the actual location of the first installation of Facilities (said center line to be hereinafter referred to as the "Facilities Center Line") on the Property by the Grantor or the Grantee, and any subsequent Facilities installation by the Grantor or Grantee or otherwise shall be between the lines parallel to and situate twelve and one-half (12.50) feet on either side of the Facilities Center Line, when measured at right angles therefrom (or tangent thereof if a curve). Upon completion of the first installation of Facilities by the Grantor or Grantee, Grantor or Grantee, as the case may be, shall record a "Notice of Location" in Morrow County records, setting forth a legal description of the location of the aforesaid initially installed Facilities, and the corresponding outer boundaries of the twenty-five (25) foot wide Non-Exclusive Easement Areas."

The location of the easement under either description will interfere with the planned construction of the fire hall and needs to be defined and narrowed. Both parties have agreed to cooperate in better defining the easement location and reducing the width of the easement.

A copy of the Morrow County Easement is attached as Exhibit B. The location of the easement as described in the Exhibit B will interfere with the construction of the fire hall. Both parties desire to preserve the easement but agree to relocate the easement to facilitate the construction of the fire hall. This will allow for the placement of the utilities within the relocated easement in a manner that preserves the purpose of the easement.

For the public good and to facilitate the construction of the City's new fire hall and to preserve the right of the County to use the easement for its intended purposes, the parties have agreed to modify the easement as described in this Agreement.

THEREFORE, FOR THE COMMON PUBLIC GOOD OF THE CITIZENS OF THE CITY AND COUNTY, THE PARTIES AGREE AS FOLLOWS:

**1. Permanent Easement Location.** The easement location across the City's property is rerouted to avoid going underneath the fire hall building. The easement's north centerline will begin at the point where the centerline of the easement on the property adjoining the fire hall property to the north (now owned by the Hoskins family) intersects the north boundary of the property described in Exhibit A. That centerline will then continue in a easterly direction until it intersects the centerline of the easement along the narrowed to a width of ten (10) feet. The northeast bay front of the fire house building boundary of the property (the boundary side of the building running closest to facing State Highway 207). The easement width for the northerly portion of the easement (area portion between commencement of the easement on the north boundary center line to its connection to the bay front easement) shall be 25 feet measured 12.5 feet from either side of the center line. The center line for the easement along the bay front of the fire hall building shall be parallel to and 8.5 feet from the east property boundary of the Exhibit A property. This easement shall run the entire distance of the fire bay front of the building (approximately feet). The width of this easement shall be 11 feet. The southerly center line of the easement shall begin at the point where the centerline of the easement of the property adjoining the fire hall property on the south (now owned by Morrow County Grain Growers) intersects the south boundary of the property described in Exhibit A. That centerline will then continue in an easterly direction until it intersects the centerline of the easement along the bay front of the firehouse building. The easement width this southerly portion of the easement shall be 25 feet measured 12.5 feet from either side of the centerline, the northeast boundary of the easement with the ten-foot width being measured in a southwest direction from that northeast boundary. The easement shall run the full length of the City property along the northeast property boundary.

**2. Construction Easement Location.** During any period of construction of a trench, installation, backfill, and remediation activities for any of the utilities authorized by

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~~the Exhibit B easement, County shall be allowed a construction easement across the entire area between the bay front of the Fire Hall building between the building wall and the eastern boundary of the property. This construction easement shall also exist on any access easement for the fire hall of the bay front side. This construction easement shall be for the purpose of constructing, maintaining, repairing, or removing any utilities.~~

~~3.~~

~~4.~~

~~2. **Connecting Easement.** To the extent that the County cannot connect this easement with the pipeline easements the County has on adjoining property, the City agrees to grant any needed additional easement to the County, needed to make a connection. The County agrees to construct any future pipelines in the easement on adjoining property in a manner to align as nearly as possible with the new easement description contained in this document.~~

~~3.4. **Construction of Culvert.** To facilitate the installation of a future utility lines authorized by Exhibit B irrigation or natural gas pipeline, and to help insure such future installation does not damage the new City fire hall, the City agrees to install a 36 inch diameter culvert in the easement area the distance of the length of the fire hall building (approximately feet). The culverts will be buried to a minimum depth of 36 inches. The centerline of the installed culvert shall be parallel to and 8.5 feet from the east boundary of the Exhibit A property. These culverts will allow for placement of any future pipelines without interfering with or damaging the new fire hall.~~

~~5. **Installation of Utilities.** The County may install utilities in any part of the utility easement, including easement areas on the bay front side of the building that are not in the culvert, but still located in the utility easement area.~~

~~4. **Substitute Notice of Installation.** This agreement will act as a "Notice of Installation" for the purpose of establishing the permanent boundaries of the County's easement across City's property.~~

~~5. **All Other Conditions Unchanged.** Except as modified by the Agreement, the terms and conditions of the County's Easement Deed and Agreement dated October 15, 1996 and~~

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recorded at M-49401 Morrow County Deed Records on November 6, 1996 remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

MORROW COUNTY, A MUNICIPAL  
SUBDIVISION OF THE STATE OF OREGON

By: \_\_\_\_\_  
Terry Tallman, Morrow County Judge

By: \_\_\_\_\_  
Don Russell, Morrow County Commissioner

By: \_\_\_\_\_  
Leann Rea, Morrow County Commissioner

State of OREGON  
County of Morrow

This record was acknowledged before me on \_\_\_\_\_, 2016 by TERRY TALLMAN, Morrow County Judge; DON RUSSELL, Morrow County Commissioner and LEANN REA, Morrow County Commissioner of MORROW COUNTY, A MUNICIPAL SUBDIVISION OF THE STATE OF OREGON.

\_\_\_\_\_  
Notary Public – State of Oregon

\*\*\*\*\*

CITY OF HEPPNER

By: \_\_\_\_\_  
R.H. "Skip" Matthews, Mayor

State of OREGON  
County of Morrow

This record was acknowledged before me on \_\_\_\_\_, 2016 by R. H. "SKIP" MATTHEWS as Mayor of CITY OF HEPPNER.

\_\_\_\_\_  
Notary Public – State of Oregon

APPROVED:

\_\_\_\_\_  
A. Kim Cutsforth, City Recorder

## Justin Nelson

---

**From:** Gerald Sorte  
**Sent:** Monday, February 8, 2016 2:06 PM  
**To:** wjk@kuhnlawoffices.com; Justin Nelson; Burke O'Brien  
**Cc:** Kim Cutsforth, Heppner City Manager  
**Subject:** RE: Heppner Morrow County Easement for Fire Hall

Hello Everyone,

One more quick note. We have the Easement modification listed as an agenda item for the Wednesday County Court meeting in Irrigon. Assuming we can find some agreeable language by tomorrow, we will be able to get that document in front of the County Court for consideration on Wednesday.

Thank you,

**Jerry Sorte**  
Administrative Officer  
Morrow County  
541-676-2529 or x5309

---

**From:** William J. Kuhn [mailto:wjk@kuhnlawoffices.com]  
**Sent:** Monday, February 08, 2016 8:43 AM  
**To:** Gerald Sorte; Justin Nelson; Burke O'Brien  
**Cc:** Kim Cutsforth, Heppner City Manager  
**Subject:** Heppner Morrow County Easement for Fire Hall

To All Involved,

Attached is my weekend work necessitated by my conversation late Friday afternoon with Pat Woodcock, the City's engineer. He would not budge from his position that the culvert must be buried where it currently shows on the engineer's facility layout maps. The engineer told me that placing the culvert any closer to the building than shown on the maps would result in costly redesign of the foundation and maybe some structural components of the building. I asked what the redesign would cost and he said between \$5,000 and \$10,000. When I asked about any extra construction costs associated with the design, he told me there was no way he could tell me that off the cuff. He was also clear, because of compaction concerns, that no trenching could be done any closer to the building than the culvert, but that trenching could occur between the culvert and the east boundary of the property.

The engineer did tell me that the ten – eleven foot easement area in front of the fire bay side of the building was plenty of room to install all three utility lines, the gas line, the irrigation line, and the fiber optic line. He was sure the fiber optic line could be placed in the conduit with the gas line and the easement width would allow plenty of distance for an irrigation water line to be placed in a trench within the ten to eleven foot easement. The City is seeking a letter of opinion from the engineer in that regard. We hope to have that to you by Monday.

Kim Cutsforth related to me that the City has the Port's construction engineering school crew only until Wednesday. She would like to get the culvert installed before they leave. I realize we won't have the County Commissioner's approval by then, but if we can get everyone else's approval, we may take a chance on installing the culvert prior to that. Money on the project is limited and time is of the essence.

I spent time this weekend trying to insure everyone's concerns were adequately addressed in the easement document in a manner that allows the City to proceed with construction in a timely and cost effective manner. In this regard, I made the following changes in the easement language:

1. I did away with any language regarding treating the Modification of Easement as a substitute "Notice of Installation." I drafted Notice of Installation language at the suggestion of Steve Haddock. He suggested its inclusion because of the language about the Notice of Installation in the original railroad easement. At this point, the Modification will establish the location of the easement and I can't think of a legal reason to refer to the document as a substitute Notice of Installation. The Notice of Installation language appears to be confusing everyone.
2. I tied the centerline of the easement to the centerline of the easement on the adjoining properties. That means the centerline of the easement across the fire hall property will not be established until the installation of the first utility on the adjoining properties, except for the easement centerline along the bay side front of the fire hall. I hope that alleviates all concerns about how connection will be made to the utility lines on adjoining properties.
3. I allowed for an expanded construction easement on the bay side of the building. The construction easement will include all of the area between the building bay front and the property edge and the access easement given by the Morrow Water and Soil Conservation District.

I sincerely hope the City has addressed and met all concerns regarding the preservation of the full purpose of the easement while allowing the construction of the fire hall on the property within the current budget and time constraints. I personally believe the easement will never be used. It hasn't been used in the last twenty years. Heppner already has fiber optics served by providers who did not use the easement. The current easement ends at the Museum annex, less than one-quarter mile further south of the fire hall property. For the easement utilities to extend further, the use of city rights of way would be necessary. If the easement stopped at Fuller Canyon Lane, the same connectability to city streets could be achieved by routing down Fuller Canyon Lane to Riverside Avenue. As the City Manager related, the local ranchers have been discussing the possible use of the easement for a future irrigation pipeline from the first place the easement is immediately adjacent to Willow Creek. Use of the easement for irrigation purposes at any other place would require a connecting easement either to Willow Creek or the dam reservoir. The Hoskins' property is the first place Willow Creek intersects the easement, so this is a logical place to start to connect Willow Creek water to an irrigation pipeline. As you know, an easement across the fire hall property is not necessary to accomplish this connection. Furthermore, the huge capital

expenditure involved in extending a gas pipeline to Heppner for the small amount of service connections to be gained make it highly unlikely the easement will ever be used for a natural gas pipeline from Ione.

I state all of the above to reiterate that the likelihood of the easement use is remote. That being said, the attached easement will fully preserve the easement for utility usage. I hope we can move forward with the easement's execution with all possible haste. This project is urgently needed for the health and safety needs of Heppner and south Morrow County citizens. To the extent that I missed anything of serious concern, I would ask that Jerry or Justin please give me a call.

Thank you.

Bill Kuhn

## Justin Nelson

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**From:** Kim Cutsforth <heppner@centurytel.net>  
**Sent:** Monday, February 8, 2016 2:20 PM  
**To:** Gerald Sorte; Justin Nelson  
**Subject:** FW: Easement for Future Utilites

Just for the record.

If Bill agrees with the change in language – I agree. Thanks for your efforts.

Kim Cutsforth  
Heppner City Manager  
541-676-9618  
541-980-3465 cell

**From:** Pat Woodcock [mailto:pat@ck3llc.net]  
**Sent:** Monday, February 08, 2016 12:35 PM  
**To:** heppner@centurytel.net  
**Subject:** Easement for Future Utilites

Hi Kim. In regards to the location of the 36" diameter conduit to accommodate a future utility, the centerline of this conduit should not be placed any closer than 9'-10" from the proposed face of building. The justification for this is because this conduit will be placed deep (i.e. below the bottom of the proposed building footings). If placed closer to the building, and for some reason, the conduit were to substantially deflect or possibly collapse, it would have a severe effect on the surrounding soils which are supporting the footings. In speaking with the City Attorney, this conduit could be used for a future irrigation line, fiber optic, or natural gas line. My suggestion would be to reserve this conduit for the future irrigation line, or if the fiber optic and gas lines could be installed in this same conduit. If this conduit is reserved for the future irrigation line, then the future fiber optic line or natural gas line could be installed closer to the building provided that they are not installed below the depth of the footing. If a future fiber optic and gas line can both be installed into this 36" conduit, then I recommend that the future irrigation line be installed between this conduit and the highway (i.e. get it further away from the building). I believe that this allows for the maximum amount of room for future equipment to work between the buildings and the respective future utilities if they have to dig up the utilities to replace and/or repair, while not interfering with the structural integrity of the soils immediately adjacent to the building.

*Pat J. Woodcock, P.E.*

## CK3, LLC

Visit us at: [www.CK3LLC.net](http://www.CK3LLC.net)

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## Administration

P.O. Box 788 • Heppner OR 97836  
(541) 676-2529 Fax (541) 676-5619

Darrell Green  
County Administrator  
dgreen@co.morrow.or.us

**TO:** Board of Commissioners  
**FROM:** Darrell Green, County Administrator  
**DATE:** April 29<sup>th</sup>, 2019  
**RE:** Administrator Monthly Report for April 2019

Below are the highlights for the month of April:

1. North County Government Building update:
  - a) On April 12<sup>th</sup>, we had a site tour at the Irrigon Annex, where three proposers attended the tour. We toured the proposed site, the Annex and CSEPP building. We answered questions they brought up about the site and process.
  - b) We received three Owner's Representative proposals. Commissioner Lindsay, Mark Patton and I evaluated the proposals and have selected, Day CPM, Hill International and Flagline/Mortenson Construction to make a presentation to us on May 1<sup>st</sup>. We will be conducting the presentation at the Port of Morrow starting at 1:30. The Award will be announced at the Board of Commissioner meeting on May 15<sup>th</sup>, 2019.
2. Bartholomew Lower Level remodel- Matt and I completed a voluntary walk through of the remodel of the proposed changes with a contractor and an electrician. We will be opening bids for the lower level remodel on May 2<sup>nd</sup>.
3. Meetings
  - a) Karen Pettigrew invited me to be on the interview panel for the new Building Inspector held on April 3<sup>rd</sup>.
  - b) Budget meetings were held on April 22<sup>nd</sup> and April 23<sup>rd</sup>. Overall, I think the budget meetings went well. Kate and I will continue to identify opportunities to improve the process.
  - c) Retirement meetings- Kate and I had two meetings, April 4<sup>th</sup> and 11<sup>th</sup>, with Brent Langland, actuary for Milliman, to discuss various options and the process to consider a Defined Contribution Retirement Plan. Our next meeting will be on May 2<sup>nd</sup>. I plan to contact OHSU's VP of Human Resources to discuss the processes they went through to convert from PERS to a Defined Contribution Plan in an effort to learn from their successes and opportunities to improve.

4. Other projects or activities

- a) Three of the four tablets for myself and the Board of Commissioners have arrived. We plan to transition to electronic BOC meeting books soon.
- b) Leadership TEAM- We had our first meeting after a hiatus of several months. We had an engaging conversation about how to improve and implement the values we are working on.
- c) I have engaged Velda Arnaud, Business and Leadership Instructor and Department Chair for BMCC, to work on curriculum to establish management trainings for Morrow County leadership.
- d) I contacted three facilitators to discuss the opportunity of setting goals for Morrow County.

Sincerely,



Darrell J Green



P.O. Box 867 • Heppner OR 97836  
(541) 676-5615

## Finance

Kate Knop  
Finance Director  
kknop@co.morrow.or.us

TO: Board of Commissioners  
Interested Parties

FROM: Kate Knop, Finance Director *KK*

DATE: May 1, 2019

RE: Finance Department – Quarterly Report

Please accept my Finance Director Quarterly Report for January - March, 2019. During the past quarter, my efforts have been focused on long range planning, budget preparation, and retirement plan re-design. Additional work included the following.

- Budget FY 2018-2019
  - Budget Resolution R-2019-5 increased General Fund, Echo Winds Fund, and Community Corrections Fund. The General Fund is for unforeseen increase in appropriations that include AOC dues, transfer station personnel, computer needs, and capital projects. The Echo Winds increase reflects an accounting correction to process the community service fees. The Community Corrections Fund increase Materials & Services for the increase in Justice Reinvestment Grant dollars.
  - Budget Transfer Request R-2019-6 transfer appropriations in General Fund for Public Works capital projects and Health Department capital outlay.
  - Budget Transfer Resolution R-2019-7 – transfer appropriations from Materials & Services to Capital Outlay for bridge construction.
- Budget FY 2019-2020
  - March 20, 2019 – Personnel COLA presentation to the BOC
  - April 22 – 23rd, 2019 – Budget Committee Hearings
- Long Range Planning
  - Monthly work sessions included:
    - Presentations to BoC of major departments long range capital request (up to 20 years)
    - Discussion around discretionary dollars, future allocations, and reserves
- Morrow County Retirement Trust
  - Re-design meetings and analysis with Brent from Milliman.
  - Annual Actuary Statements distributed to active and non-active members.



- Finance Team
  - Staff Accountant - Deanne Irving continues to learn her new role with Morrow County. Duties include:
    - Bank Reconciliations
    - Quarterly Reports:
      - CAMI Quarterly Report – submitted on time.
      - Morrow County and Trust quarterly payroll reports for the Department of the Treasury and four states including: Oregon, Montana, Idaho, and Indiana.
      - Victim/Witness Assistance
      - State of Oregon Lodging Tax
      - Support Enforcement Room Allocation
      - STF (the Loop) Room Allocation
    - Lease agreement review:
      - Finley Buttes & Solid Waste Plan
      - Pitney Bowes
      - Copier contracts
    - Fixed Assets
      - Year-end reconciliation – June 30, 2018
      - Current year set-up of acquisitions & dispositions
- Accounts Payable – Bailey Haguwood continues training in new role.
  - Processing weekly AP Claims
  - Processing monthly retirement withholding federal & state reports
  - Finance web page – post budget documents
  - Fleet Team – assisting County Administrator with vehicle repair & maintenance research and analysis.
- Payroll
  - Quarterly & Annual payroll tax reporting review.
  - Saif Report – projected annual payroll report for FY 2018-19
  - Personnel budget preparation
- Moving Forward
  - FY 2018-2019
    - Monitoring year-end expenditures and appropriations
    - Fixed Asset Reconciliation
    - Auditor RFP - May
  - FY 2019-2020
    - May 22<sup>nd</sup> – Public Hearing on Budget
    - June 19<sup>th</sup> – Adopt Budget Resolution
  - Morrow County Retirement Plan Re-design
    - Analysis presentation to BOC – TBD



**AGENDA ITEM COVER SHEET**  
**Morrow County Board of Commissioners**  
**(Page 2 of 2)**

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**1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):**

Assessment & Tax Quarterly Report

**2. FISCAL IMPACT:**

None

**3. SUGGESTED ACTION(S)/MOTION(S):**

Please Read

Attach additional background documentation as needed.

ASSESSMENT & TAXATION



P.O. Box 247 • Heppner, Oregon 97836  
(541) 676-5607 FAX: (541) 676-5610

MIKE GORMAN  
Assessor/Tax Collector

County Commissioners  
Administrative Staff,

**Assessment & Tax Department Report 5/1/19**

**1. Tax Office**

- About \$949,000 of current year taxes left to collect.
- Second Trimester notices were sent April 18, and are due May 15.

**2. Appraisal staff**

- With the weather finally breaking, the appraisal staff has started doing field work, appraising new construction and the reappraisal of the outer Boardman area as well as processing Personal Property Returns, Real Property Returns and DOR Value Transmittal Sheets and processing Partition Plats, Subdivisions and other segregations.

**3. Assessor/Tax Collector**

- I have completed budget estimates for districts, submitted the CAFFA Grant and have been processing annual Enterprise Zone Claims. We are busy reviewing several Partition Plats and Property Line Adjustments. I am currently working on GASB 77 information for districts, the annual farm use study and annual sales ratio study. I have been involved with several county committees, Leadership, Travel and Fleet.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Mike Gorman".

Mike Gorman,  
Morrow County Assessor/Tax Collector



April 25, 2019

Governor Kate Brown  
900 Court St NE,  
Salem, OR 97301  
Delivered Via E-Mail

RE: One CCO per Region

Dear Governor Brown,

As local leaders in health care, providers of safety net systems, and as founding members of many of Oregon's Coordinated Care Organizations (CCO), Benton, Coos, Clatsop, Clackamas, Harney, Jackson, Lincoln, Morrow, Multnomah, Polk, Tillamook, Washington and Yamhill Counties are deeply invested in the future of coordinated care in Oregon.

As the Local Mental Health Authority in our counties, we operate 24-hour crisis hotlines and mobile crisis outreach. As the Local Public Health Authority in our counties, we work to prevent disease, enforce public health laws, ensure clean air and water, and address critical issues such as opioids and tobacco use. And as Local Housing Authorities, counties work with private and non-profit housing developers, health systems, and other supportive housing partners to increase affordable and healthy housing in our communities.

In the Tri-County area alone, Counties leverage and contribute significant funds that benefit the coordinated care model, resulting in an investment of \$273 million dollars in braided funding to improve the health of our communities in fiscal year 2019.

We feel strongly that having a single CCO in our regions will greatly support our collective goals related to coordinated care. A single CCO for the region will:

- Ensure access to a robust continuum of care for all Medicaid members in the region.
- Reduce administrative burden and allow counties to continue to leverage resources.
- Support community-level continuity of care, in which counties work across sectors to create and manage a system of care that promotes health for all community members.
- Promote continuity of care for Oregon Health Plan members who stay connected to current providers in mental, physical, and dental health.
- Help us meet social determinants of health goals, for instance, by generating the necessary economies of scale in supportive housing efforts.
- Support integration efforts across the continuum of care.

We believe that Counties are integral to Oregon's coordinated care goals. We help people become health and stay healthy. We lower costs with our focus on continuity of care, social determinants of health, and health equity. We urge you to do what you can to limit multiple CCOs in our regions so that we can continue to bring our best to the CCO model.

Thank you for your attention to our request.

Regards,



Commissioner Annabelle Jaramillo, Benton County



Commissioner Melissa Cribbins, Coos County



Commissioner Sarah Nebeker, Clatsop County



Commissioner Jim Bernard, Clackamas County



Judge Pete Runnels, Harney County



Commissioner Bob Strosser, Jackson County



Commissioner Claire Hall, Lincoln County



Commissioner Jim Doherty, Morrow County



Chair Deborah Kafoury, Multnomah County



Commissioner Craig Pope, Polk County



Commissioner David Yamamoto, Tillamook County



Commissioner Kathryn Harrington, Washington County



Commissioner Mary Starrett, Yamhill County

CC: Tina Edlund  
Patrick Allan  
Lori Coyner



**From:** TARDAEWETHER Kellen \* ODOE <[Kellen.Tardaewether@oregon.gov](mailto:Kellen.Tardaewether@oregon.gov)>

Good morning all,

I'm following up and providing the expected dates, times and locations for the public hearings on the draft proposed order (DPO) for the Boardman to Hemingway Transmission Line. Please see the below schedule. More finite details will be provided in the notice of the DPO that will be sent and printed in newspapers upon issuance of the DPO. Let me know if you have any questions. Thanks,

**June EFSC Schedule - Boardman to Hemingway Transmission Line DPO Hearings**

	June 2019				
	Tue 18	Wed 19	Thu 20	Wed 26	Thu 27
	4:30 PM – 8:00 PM*	4:30 PM – 8:00 PM*	4:30 PM – 8:00 PM*	4:30 PM – 8:00 PM*	3:00 PM – 8:00 PM*
Quorum/Noticed EFSC Meeting	Yes	Yes	Yes	Maybe	Yes
Location	Malheur County	Baker County	Union County	Umatilla County	Morrow County
	Ontario	Baker City	City of La Grande	Pendleton	Boardman
Other Info					Other EFSC matters addressed from 3:00-4:30 pm

**\* Subject to change. Final times, dates and locations for the DPO hearings will be issued in the Notice of the DPO.**

Kellen

**Kellen Tardaewether**  
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Energy Facility Siting Division  
Oregon Department of Energy  
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