BEFORE THE BOARD OF COMMISSIONERS FOR MORROW COUNTY, OREGON

IN THE MATTER OF APPROVING)	
AN AGREEMENT BETWEEN THE)	
SPONSORS OF THE COLUMBIA)	RESOLUTION NO. R-2020-7
RIVER ENTERPRISE ZONE AND)	
AMAZON DATA SERVICES, INC.)	

WHEREAS, Morrow County, the Port of Morrow and the City of Boardman are Sponsors of the Columbia River Enterprise Zone (II); and

WHEREAS, the Columbia River Enterprise Zone (I) was originally established in 1998 and the Columbia River Enterprise Zone (II) was reauthorized in 2009; and

WHEREAS, the Columbia River Enterprise Zone (II) is governed by an Intergovernmental Agreement which sets forth governance and authorizes the Columbia River Enterprise Zone II Board to negotiate and enter into Agreements on behalf of the Sponsoring Entities; and

WHEREAS, the Columbia River Enterprise Zone (II) Board has negotiated with Amazon Data Services, Inc., for extended abatement under the Standard Enterprise Zone requirements outlined in Oregon Administrative Rule Chapter 123 Division 674; and

WHEREAS, the Columbia River Enterprise Zone (II) Board and Manager have executed the Agreement (Attachment A); and

WHEREAS, Amazon Data Services, Inc., has submitted the necessary application to the Columbia River Enterprise Zone Manager;

THE MORROW COUNTY BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

To support the Agreement as negotiated by the Columbia River Enterprise Zone (II) Board with Amazon Data Services, Inc., and only at property described in the Oregon Enterprise Zone Certification Application Map submitted to the Columbia River Enterprise Zone Manager (Attachment B), by signing this statutorily required Resolution.

Resolution No. R-2020-7 Page 1 of 2

This Resolution shall be effective immediately.

Dated this 6th day of May 2020.

MORROW COUNTY BOARD OF COMMISSIONERS MORROW COUNTY, OREGON

	Melissa Lindsay, Chair	Melissa Lindsay, Chair	
	Don Russell, Commissioner		
	Jim Doherty, Commissioner		
Approved as to Form:			
Morrow County Counsel			

Resolution No. R-2020-7 Page 2 of 2

AGREEMENT FOR LONG-TERM RURAL ENTERPRISE ZONE TAX ABATEMENT

This agreement for Long-Term Rural Enterprise Zone Tax Abatement ("Agreement") is executed by COLUMBIA RIVER ENTERPRISE ZONE II BOARD, representing the sponsor entities MORROW COUNTY, OREGON ("Morrow County"), the CITY OF BOARDMAN. OREGON ("City of Boardman"), the PORT OF MORROW, OREGON ("Port of Morrow"), and Amazon Data Services, Inc. (the "Company"). Morrow County, the City of Boardman, and the Port of Morrow are referenced collectively in this Agreement as "Sponsors." Sponsors and Company are sometimes collectively referenced in this Agreement as "Parties."

RECITALS

The Sponsors have established the Columbia River Enterprise Zone II pursuant to Oregon Revised Statute (ORS) 285C.045, et seq.

With the aid of tax incentives from the Sponsors, the Company, either directly or through an affiliate, intends to make investments exceeding \$200,000,000 in the Columbia River Enterprise Zone II (the "Zone") by building and operating one or more new data centers located in the Zone.

The Company has previously made significant investments in the Zone that have contributed to long-term investment and employment in the Zone.

The Company and the Sponsors desire to enter into this Agreement to encourage the Company to continue to make investments in the Zone and to streamline and simplify the reporting and administration of tax abatements made available to the Company.

The Company has timely and properly filed the Oregon Department of Revenue's Certification Application for Long-Term Rural Oregon Tax Incentive ("Application") with respect to the Facility (as defined herein).

The Company must execute a first-source hiring agreement, pursuant to ORS 285C.215, regarding the new permanent jobs to be created in Morrow County upon completion and operation of the Facility.

NOW, THEREFORE, in recognition of the foregoing recitals, in consideration of the covenants contained herein, and in accordance with ORS 285C.400 through 285C.420, the Parties hereby agree as follows:

AGREEMENT

The Facility: The "Facility" will consist of investments in data centers to be developed I. by the Company or its affiliates and located in the Zone, which will include the land, real property improvements, machinery and equipment, related personal property, and related support facilities and buildings, which may be installed, constructed, added, or placed in service in the Zone during the term of this Agreement. The Facility is currently expected to be located in the Zone on Parcel 2 of Partition Plat 2019-16, County of Morrow, State of Oregon. No addresses are currently attached to this location. Additional addresses may be attached to Parcel 2 of Partition Plat 2019-16 for future data centers developed in the Zone during the term of this Agreement.

- Exemption for the Facility: The Sponsors jointly acknowledge and agree that, upon II. approval of the Company's Application, and upon certification by the Sponsors and the Morrow County Assessor, and conditioned upon the satisfaction of other requirements under ORS 285C.400 to 285C.420 and this Agreement, the Facility will be exempt from ad valorem property tax on the Facility as provided in ORS 285C.409(1). The property tax exemption granted by this Agreement will to the maximum extent permitted by this law exempt from all ad valorem property taxation the real property improvements, personal improvements, and tangible and intangible personal property (excluding land, as set forth in ORS 285C.409(5)(a)) comprising or installed, constructed, added or otherwise placed at the Facility, all as set forth in ORS 285C.409 and Oregon Administrative Rules (OAR) 123-690-0100 and 123-690-6200.
- Term of Exemption: Pursuant to ORS 285C.409(1), and conditioned upon the III. satisfaction of other requirements under ORS 285C.400 to 285C.420 and this Agreement, the Facility will be exempt from ad valorem property tax as follows:
 - For the first tax year following the calendar year in which the Company is certified A. or after which construction of the Facility commences, whichever event occurs later:
 - For each subsequent tax year in which the Facility is not yet in service as of the B. assessment date; and
 - For a period of 15 consecutive property tax years commencing as of the first tax C. year in which the Facility is in service as of the assessment date (the "Exemption Period"). As used in this Agreement, the Facility is "in service" or "in operation" on the date the Facility is issued its first certificate of occupancy.
 - The Company shall provide notification to the Morrow County Assessor upon the Facility's receipt of its certificate of occupancy within ninety (90) days of such receipt.
- Scope of Exemption: Pursuant to ORS 285C.409(1)(a) and (b) and subject to Section IV. II, the Company and its affiliates are entitled to exemption from ad valorem property tax with respect to all qualified property, whether leased or owned and whether tangible or intangible, of the Company and its affiliates used in connection with the development and construction on the Facility.
- Obligations of the Company: The Company will comply with the following conditions ٧. as authorized under ORS 285C.403(3)(c):
 - Statutory and Administrative Requirements: The Company agrees to comply A. with the requirements of ORS 285C.409 and 285C.412(5) as well as those provided in OAR Chapter 123, Division 690, including:
 - Minimum Facility Investment: As provided in ORS 285C.412(5), by the 1. end of the year in which the Facility is placed in service, the total cost of the Facility will exceed \$200,000,000.
 - Minimum Distance: At the time the Company will be certified, the 2. location of the Facility will be 10 or more miles from Interstate Highway 5, as measured between the two closest points between the Facility and anywhere along that interstate highway.

- Minimum Employment: The Company and its affiliates will hire and 3 thereafter continue to employ during the term of this exemption at least 10 full-time employees at the Facility by the end of the third calendar year following the year in which the Facility is first placed in service. In accordance with OAR 123-690-4200, the Minimum Employment requirement will be satisfied for any given year if:
 - The number of employees performing their jobs at the Facility a. during the year, less the number of employees performing their jobs at the Facility 12 months before the Facility was placed in service, is greater than or equal to 10.
- 4. Minimum Employee Compensation: The annual average compensation for the Company's employees and employees of its affiliates at the Facility will be at least equal to or greater than 130 percent of the County average annual wage, in accordance with the definitions and guidelines in OAR Chapter 123, Division 690. This requirement may be initially met in any year during the first five years after the year in which operation of the Facility begins, and thereafter is met if the annual average compensation for employees at the Facility for the year exceeds the average wage in the County for the year in which the requirement was initially met.
- Additional Obligations: As established solely under this Agreement, the B. Parties agree to the additional obligations set forth below:
 - Annual Improvement Payment ("AIP"): For each year of the 1. Exemption Period, the Company shall pay to the Sponsors an AIP in the amount of \$1,000,000 for each data center located within the Facility that is issued, and maintains, a certificate of occupancy, provided, however, the minimum total AIP for each year of the Exemption Period will be \$2,000,000.
 - Additional Annual Fee ("AAF"): For each year of the Exemption 2. Period, the Company shall pay to the Sponsors an AAF in an amount determined by applying the tax code area ad valorem property tax rate to \$25,000,000, increased annually at the rate of 3%.
 - Public Safety Impact Fee ("PSIF"): For each year of the Exemption 3. Period, the Company shall pay to the Sponsors a PSIF in the amount of \$50,000, increased annually at the rate of 3%.
 - Student Success Fee ("SSF"): For each year of the Exemption 4. Period, the Company shall pay to the Sponsors a SSF in the amount of \$50,000, increased annually at the rate of 3%.
 - The Company shall make the AIP, AAF, PSIF, and the SSF payable to 5. the "Columbia River Enterprise Zone II Board" and deposit the payments to the Morrow County Assessor on or before November 15 of each year of the Exemption Period.
 - The mailing address for payment is: Morrow County Assessor, a. P.O. Box 247, Heppner, OR 97836.

- Payment Reduction for Charitable Payment: The Company may make 6. payments to or for the benefit of charities or non-profit entities that benefit Morrow County, or residents of Morrow County, and that are reasonably approved by the Sponsors (a "Charitable Payment"). Additionally, the Company may make housing allowance payments to its employees, or employees of affiliates of the Company, who reside in Morrow County (a "Morrow County Housing Allowance Payment"). If the Company makes a Charitable Payment or a Morrow County Housing Allowance Payment (a "Qualifying Payment"), the Company may reduce its payments due under this Paragraph B on a dollar-for-dollar basis in an amount equal to the Qualifying Payment made during each year, up to a total reduction each year in the amount of \$150,000.
- Permit Fees: The Company will pay all standard building permit and 7. other permit fees related to the Facility. The Company further agrees that if it has a choice between obtaining an equivalent permit, license, or similar approval for the Facility from either a local governmental entity or a state entity, the Company will obtain the permit, license, or similar approval from the local governmental entity.
- Payments Generally: With respect to the Facility, and to the fullest 8. extent of applicable law, the Company will not be required to pay sums to any local taxing authority in which the Facility are located other than the AIP, AAF, PSIF, and SSF due under this Section V.
- Obligations of Sponsors: Sponsors will comply with the following conditions: VI.
 - Resolutions: Within 30 days of the Effective Date (as that capitalized term is A. defined below), the governing body of each of Morrow County, the City of Boardman, and the Port of Morrow will adopt resolutions approving and authorizing the execution of this Agreement. Such resolutions will serve to approve the Facility for a property tax exemption under ORS 285C.409 and constitute the resolutions described in ORS 285C.403(3)(a).
 - Certification: Within 30 days of satisfaction of the criteria set forth under B. ORS 285C.403(3), Sponsors and the Morrow County Assessor will approve and countersign the application submitted by the Company, thereby certifying the Company as eligible for the property tax exemption contemplated by this Agreement.
 - Tax Exemption: Sponsors hereby sets the period of the property tax exemption C. for the Facility for purposes of ORS 285C.409(1)(c) to be 15 consecutive years, beginning with the first tax year following the calendar year in which the Facility is first placed in service.
 - Allocation of Payments: Sponsors are solely responsible for the allocation, D. budgeting, division, and disposition of any payment due under this Agreement, including any portions that may be due or payable to any other jurisdiction. In no event shall the Company have any liability in connection with any disagreement, error, or conflict related to the division, allocation, or distribution of such amounts. In no event will the Company have any liability or obligation to any other person with respect to any payment due under this Agreement after the Company has discharged its duty to pay as set forth in Section V above, and Sponsors shall hold the Company harmless with respect to any claims to the contrary.

- Sponsors' Support: Sponsors will support the Company in the Company's E. efforts to qualify for and obtain other tax incentives in connection with the Facility. including by promptly executing such letters or other documentation of support as may be reasonably requested by the Company, but Sponsors make no warranty with respect to its ability to affect any outcome in such regards.
- VII. Termination Rights: Each party may terminate this Agreement as follows:
 - The Company's Termination Right: The Company may elect to terminate this A. Agreement for any reason or no reason by delivery of written notice thereof to Sponsors. Upon delivery of any such notice, this Agreement will be of no further force or effect and no party will have any further rights or obligations hereunder, except for obligations owing and unpaid on the date of termination.
 - Sponsors' Termination Right: If the Company fails to make any payment В. required under this Agreement within 30 days of the due date of such payment, or fails to fulfill any other obligation of this Agreement within 30 days of written notice specifying the obligation which is in default, Sponsors may terminate the Agreement upon written notice to the Company. Such notice must provide an additional 60 days in which the Company may cure any such payment deficiency or default. Notwithstanding the foregoing, Sponsors may not terminate the Agreement if the Company's failure to pay is due to Sponsors' error.
 - Mutual Termination Right: The Parties may terminate this Agreement at any C. time upon mutual written agreement of termination.

Confidentiality: VIII.

- The Parties acknowledge that this Agreement is a public record subject to A. Oregon's public records laws. If any person or entity requests any data, documents, or notes about the Company or its business practices (other than this Agreement) that are related to this Agreement or its tax exemption ("Confidential Information"), whether by court order, subpoena, Oregon Public Records Request, or other reason, the Sponsors shall not release any such information until all of the following steps are completed:
 - the Sponsors shall notify Company within three (3) business days of the 1. receipt of such request;
 - if the Company elects to challenge or appeal the release of such 2. information, the Company shall notify the Sponsors within nine (9) business days of receipt of the request, and the Company shall assume all responsibilities, costs, and expenses for such defense;
 - if the Company does not notify the Sponsors within nine (9) business 3. days of receipt of such request, the Sponsors shall be authorized to release the requested information to the requestor and the Sponsors shall have no liability to the Company for such release of such Confidential Information.

Notwithstanding the above, the Sponsors agree to cooperate with the Company in any challenge or appeal to a court order, subpoena, public records request, or other applicable law requiring the release of Confidential Information. The Company shall indemnify and hold the Sponsors harmless for all costs and

expenses incurred in the challenge or appeal to the release of such information, including court and appeal costs and the Sponsors' attorney's fees and expenses. Nothing in this section requires the Parties to refuse to disclose such information after a final order, including any appeal, by a competent judicial authority. If Oregon law is amended to require responses to public records requests be made less than twelve (12) business days from the request, the number of business days specified in Paragraphs (1) and (2) above shall be reduced to two (2) business days, and the number of business days to respond to a public records request as mandated by Oregon law less two (2) business days, respectively.

IX. Miscellaneous Provisions:

- A. Effective Date: This Agreement becomes effective on the date at which this Agreement has been signed by all of the Parties.
- B. Assignment: Neither party may assign this Agreement without the prior written consent of the other party, except that the Company may assign this Agreement to any of its affiliates or to any wholly owned subsidiary of its ultimate holding company, or to a new entity without the prior written consent of the other party. Subject to this limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.
- C. Amendment: This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.
- D. Waiver: No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. This Agreement constitutes the entire agreement between the Parties on the subject matter hereof.
- E. Notices: All notices and communications relating to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, or delivered by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand delivered, three (3) days after mailing if sent by mail, and one (1) business day after dispatch if sent by express courier, to the following addresses:

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11	LU	LIIC	COIL	Dally	

Amazon.com, Inc. 410 Terry Ave. N Seattle, WA 98109

Attn: Infrastructure Global Expansion,

Economic Development

If to Sponsors:

Morrow County Assessor P.O. Box 247 Heppner, OR 97836

With copies to:

Amazon.com, Inc.

Attn: General Counsel

Morrow County Assessor
Attn: CREZ II Manager

P.O. Box 81226 P.O. Box 247

Seattle, WA 98108-1226	Heppner, OR 97836
Amazon.com, Inc. Attn: Property Tax P.O. Box 80416 Seattle, WA 98108-0416	

A copy of all notices and communications relating to this Agreement shall also be sent, on or before the date in which they become effective, by email to:

If to the Company:	If to Sponsors:	
Aws-econ-dev@amazon.com		

- Limitation of Liability: Notwithstanding anything to the contrary in this F. Agreement, neither the Company, nor any of its affiliates, shall be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, (b) any lost or foregone tax revenues, or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the lesser of (i) the financial benefit realized by the Company under this Agreement and (ii) \$3,000,000.
- Force Majeure: A party will not be deemed to be in breach, material breach, G. default or otherwise in violation of any term of this Agreement to the extent such party's action, inaction or omission is the result of a Force Majeure Event. The Company and Sponsors agree to use commercially reasonable efforts to promptly resolve any Force Majeure Event that adversely and materially impacts their performance under this Agreement. A Force Majeure Event pauses a party's performance obligation for the duration of the event, but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party or its affiliates and prevents a party from performing its obligations under this Agreement, including without limitation, any act of God; act of a public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strike, lockout or other labor or industrial disturbance (whether or not on the part of agents or employees of either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the Facility or over a party's operations.
- Severability: The Parties agree that if any term or provision of this Agreement is H. declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. It is

the intent of the Parties that, in the event a clause or provision is stricken, that there be added as part of this Agreement a clause or provision as similar in terms as may be possible, legal, and enforceable so as to provide a comparable property tax exemption and comparable payments as provided for in this Agreement.

- Governing Law: This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- J. Venue: Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Morrow County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Morrow County, Oregon.
- K. Attorney's Fees: If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. Notwithstanding the foregoing, each party's maximum liability under this Section IX(K) is \$75,000 and in no event will any party be obligated by this Section IX(K) to pay an amount in excess of \$75,000.
- L. Entire Agreement: This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.
- M. Signatures: This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.
- N. Waiver of Jury Trial: With respect to any proceeding or action arising out of or in any way relating to this Agreement (whether in contract, tort, equity or otherwise), the Parties knowingly, intentionally and irrevocably waive their right to trial by jury.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement on the date shown below.

Columbia River Enterprise Zone II Board

Dated this 19⁷ day of 14px

, 2020.

Don Russell, CREZ II Chair

Attest:

Greg Sweek, CREZ II Manager

Amazon Data Services, Inc.

Dated this _____ day of ______, 2020.

April 17, 2020

-DocuSigned by:

Roger Weliner

Agreement for Long-Term Rural Enterprise Zone Tax Abatement AMAZON CONFIDENTIAL

PARTITION PLAT No. 2019 -

A Partition of Parcel 1 of Partition Plat 2011-19 Township 4 North, Range 26 East, W.M., Section 06 Morrow County, Oregon

Port of Morrow P.O. Box 200, #2 Marine Drive Boardman, Óregon 97818

PROPERTY DESCRIPTION:

31

6

The property being partitioned is a portion of the land described in the Morrow County Deed Records Book 67, Page 419, more particularly decribed as follows: Township 4 North, Range 26 East of the Willamette Meridian, Sections 6;

N 89° 00' 41" E 2658.30'

N 89° 27' 40" E 2721.18

30.00' Access/Egress Easement (PP 2008-08)

Parcel 3 P. 2008-08 P.F. 2000 Acres 3.00 Acres Not a Part N

Parcel 1 of Partition Plat 2011-19 as Filed in the Record of Partition Plats Document No. 2011-29351, Recorded December 20, 2011

All Located in the County of Morrow, State of Oregon.

3" Brass Cap

GLO, 1939

SURVEYOR'S CERTIFICATE & NARRATIVE

I. Ronald V. McKinnis, being a Registered Professional Land Surveyor of the State of Oregon, certify that I have correctly surveyed and monumented the lands more particularly described in the Legal Descriptions shown hereon according to ORS Chapter 92 of the State of Oregon The Initial Point of this survey is the Southeast Corner of Parcel 2 of Partition Plat 1998-11 as shown.

This survey is based on my Partition Plat 2011-19 for the Port f Morrow. The purpose of this survey was to create a new parcel from a portion of Parcel 1 Bearings and distances shown from my previous plat, 2011-19, are both record and measured. I have partitioned these Port properties a number of times to accompdate industrial development for various Port related projects. This Partition is no different and I have held the Southeast Section Line as shown as my Bearing Base and the East Quarter Corner as the Initial Point.

This survey was completed with a Trimble RTK Total Station.

OWNER'S DECLARATION & DEDICATION:

Parcel 2

99.92 Acres

We, the undersigned owners of the lands as shown on this plat, do hereby dedicate the easements as shown on this plat for the uses as described. We acknowledge that we have caused this plat to be created, we authorized that this Plat be prepared in accordance with the provisions of ORS Chapter 92, and we recognize this Plat as the Official Plat and Map of the Partition as filed in the County of Morrow, State of Oregon.

Road C.L. Tangent Table

N 89° 27' 40" E

N 86° 41' 47" F

N 86° 41' 47" F

S 82° 50' 06" F

2229.27

443.90

290.91

664.98

694.65

546.28

2369.27

2692.81

356.98'

1264.71'

50.00

Rev. 7-24-19

Tangent Section

1 &C-4

1 &C-5

1 &C-6

1 &C-7

On this ____ day of ____ , 2019, the above individual, Jerry Healy, appeared personally before me and is known to me to be the identical individual who executed the Jerry Healy, Chairman Board of Commissioners, Port of Morrov plat dedication and acknowledged that he did so freely and Notary Public for Oregon My Printed Name is 2 1/2" Brass Cap My Commission No. is PLS 933, 1986 31 32 PLS 933, 1986 N 88° 59' 42" E 2658.27' My Commission Expires 5 N 88° 59' 42" E 1700.00'

60.00'

ш

Morrow County Surveyor I certify that I have examined and approved this Partition Plat on this day of ___ Morrow County Planning Director I certify that I have examined and approved this Partition Plat on this day of

Morrow County Tax Assessor & Morrow County Tax Collector

APPROVALS:

this Partition Plat in accordance with OBS Chanter 92 and the Morrow County Subdivision Ordinance

I certify that I have examined and approved

_ day of _

Morrow County Clerk Recording Information

LEGEND Section Corner Found or Set Found 5/8" X 30" Rebar

W/ Plastic Cap, PLS #2431 or as noted

Found or Set 1 1/4" Alum. Cap in Pavement, Port of Morrow Control PLS #2431

Set 5/8" X 30" Rebar 0 W/ Plastic Cap, PLS #2431

Calculated Point, Not Set 0 SECTION LINES

SURVEY BOUNDARIES

Record & Measured from P.P. 2011-19 Or From Reference Cited

(000

SCALE 1" = 500 Ft. May. 2019



Hermiston, Oregon 97838 (541) -567-2017



552BEB57-868F-4EC8-A8EA-5D67D479EAFA
Attachment B

≘

Envelope

DocuSign

12 j

0° 37' 20" E 2631.81 51, Parcel 1 N 84° 22' 23" E 1 &C-8 N 89° 27' 34" E 391.32 Acres 35, 1 &C-9 S 01° 18' 16" E . 60 S 01° GS-3 N 88° 51' 24" E GS-4 N 88° 51' 24" E GS-6 N 01° 32' 48" W S 88° 27' 12" W 50.00' 150.00' 2 1/2" Brass Cap PLS 933, 1986 Set 2 1/2" Brass Cap S 88° 51' 24" W 2689.61' C.L. R=500 S 88° 51' 24" W 1700.00 Initial Point S 88° 51' 24" W 2669.34 I Bonald V McKinnis do hereby certify that GS-5 · Gar Swanson Drive this is a true and exact copy of the Original Plat as filed for the Port of Morrow 100' R/W GS-4 N 88°51'24" E 2643.40' parcel 3 P.P. 2011-19 P.P. 2010 Acres 38,90 Acres 100' R/W L=788.92' in Morrow County R- 500 003 Not a Part 9 N 89°27'40" E SURVEY RECORDS: 1325.54 1325.54 McKinnis for Port of Morrow, P.P. 2012-06, C.S. #C-1648-C McKinnis for Port of Morrow, P.P. 2011-19, C.S. #C-1634-C McKinnis for Port of Morrow, P.P. 2010-03, C.S. #C-1573-C ш 20, McKinnis for Port of Morrow, P.P. 2008-08, C.S. #C-1534-C 37, Krumbien for Port of Morrow, 1986, #C.S. C-0815-K SCALE 1" = 500' 125 250 REGISTERED PL Arc Left L=45.84' CL Arc Right PROFFSSIONAI* L=88.77' R= 1000.00' LAND SURVEYOR R= 950.00' Δ= 02°45'53' L=223.26 Δ= 05°05'11' CD= N88°04'44"E 45.84' R= 1000.00' Δ= 12°47'31" CD= S86°54'59"E 88.74 CL Arc Right L=182.71' R= 1000.00' CL Arc Left L=48.25' R= 1000.00' CD= S89°13'51"E 222.80' BPA Easement MALD V. McKINNIS Pt. 1813.4' From / Δ= 10°28'07 JAN 23 1990 Λ= 02°45'53" CD= S88°04'09"E 182.46' 2 1/2" Brass Cap CD= N88'04'44"E 48.24' 2 1/2" Brass Cap PLS 933, 1956 N 86'41'47 3" Brass Cap 5 GLO, 1939 ----- Lewis & Clark Drive --

100' R/W - N 89° 27' 34" E 2681.13'

BEARING BASE

2 1/2" Brass Cap

9' 57" E 361.50

00° 00' 00" E 361.50

R=100'