

ERG 399

TRACT MAP (WITHOUT GRID)

Project Symbol No. McNARY DAM Tract No. AA 2025
Name of Owner UMATILLA COUNTY Date _____
Field Work Done _____
Description of tract See Below

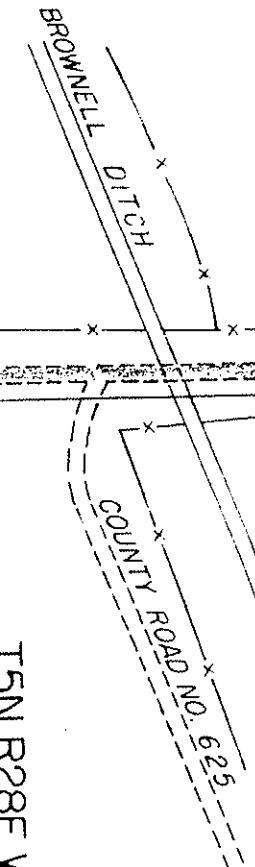
Section 16, See Below

9

16

15

10



T.5N, R.28E., W.M. UMATILLA COUNTY, ORE

Description of Tract

County Road No. 623 extending northerly
from its junction with County Road No. 907 to
the north line of Section 16, Township 5 North,
Range 28 East of the Willamette Meridian in
Umatilla County, Oregon.

N

(Scale 1" = 100')

I certify that this is an accurate map of Tract AA 2025,
based on DISTRICT ENGINEER'S MAP, which
shows this tract to contain _____ acres, more or less.

Name John Brownell

Date January 1, 1922

I certify that this map is based on General Land Office records,
partial survey, sketch description or actual survey.

* Norm, or any other class of land involved

Grades of each class of land must be
shown in the right proper

* Norm, or any other class of land involved

EXHIBIT "A"

FRANCHISE FOR CONCURRENT USE,
RECONSTRUCTION AND OPERATION OF A COUNTY ROAD

THIS AGREEMENT, made this 23 day of June,

1947, by and between UMATILLA COUNTY, a political subdivision of the State of Oregon, hereinafter called the "Grantor", and THE UNITED STATES OF AMERICA, hereinafter called the "Government", WITNESSETH:

THAT, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, promises and agreements herein made, the Grantor hereby grants to the Government a franchise authorizing the concurrent use, reconstruction, widening, improvement, operation, repair, replacement, renewal and patrol of County Road No. 623 extending northerly from its junction with County Road No. 907 to the north line of Section 16, Township 5 North, Range 28 East of the Willamette Meridian in Umatilla County, Oregon, as shown on the attached sketch marked Exhibit "A", for use in connection with a War Department project known as Umatilla Dam, to be named Holloway Dam after completion, and upon the following terms, provisions and conditions:

- I. All installations placed upon said county road right of way by the Government shall be and remain the property of the Government, excepting such installations that become a part of the permanent structures appurtenant to said road, and may be removed therefrom by the Government at any time.
- II. Any reconstruction, widening, improvement, operation, repair, replacement, renewal and patrol of said county road as the Government may decide to accomplish under this grant of authority shall be at its sole cost and expense.
- III. The rights herein granted to the Government shall not interfere with any existing rights of the Grantor or of the public to the use of said county road for purposes of travel, and during periods of construction, proper and sufficient provision shall be made for detours to enable the public to use said road.
- IV. The Grantor shall not be liable for damages to property or injuries to persons arising from Government exercise of the rights herein granted.
- V. This agreement, with the rights and privileges herein granted, shall be subject to cancellation or termination only by mutual agreement of the parties, or in the event the terms and conditions hereof are not fulfilled, or in the event the Government abandons the use of the premises

for the purposes herein granted, or in the event the completion of the above mentioned project and/or the completion of a new and relocated road necessitates the abandonment of the within described county road by the Grantor.

In any of the above named events, cancellation may be effected by either party hereto upon thirty (30) days written notice to the other; and upon the expiration of said thirty (30) days after service of said notice, this agreement and the rights and privileges hereby granted, as well as the obligations hereby imposed upon the parties, shall absolutely cease and determine.

- VI. All expenditures to be made by the Government under the provisions of this agreement shall be subject to approvals being available for the purpose.
- VII. The Grantor warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by the Grantor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Grantor for the purpose of securing business.
- VIII. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company if the agreement be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed by their duly authorized representatives as of the day and year first above written.

By Dane H. Morgan
By John P. Meares

By Henry Chapman
County Court

Mrs. George M. Bell Jr.
By George M. Bell Jr.
County Clerk

UNITED STATES OF AMERICA

Witness:

By Contracting Officer

COUNTY COURT
UMATILLA COUNTY, STATE OF OREGON

Resolution

WHEREAS, the United States is building an improvement project known as Umatilla Dam, to be named Mary Dam after completion, and

WHEREAS, such construction requires joint use of a certain county road by the United States, and

WHEREAS, such joint use by the United States requires reconstruction, widening, improvement, operation, repair, replacement, renewal and patrol of said county road and expenditure of federal funds thereon, and

WHEREAS, the granting of a Franchise for Concurrent Use, Reconstruction and Operation of a County Road is in the best interest of Umatilla County,

NOW, THEREFORE, be it resolved that Umatilla County, Oregon, by its duly elected County Court, enter into and grant a Franchise for Concurrent Use, Reconstruction and Operation of a County Road to the United States.

Duly passed at Pendleton, Oregon, this 23rd day of June, 1947.

Dane H. Drury
County Judge

John P. Messer
County Commissioner

H. L. C. B. -
County Commissioner

APPROVED

Mrs. E. G. Collier
County Clerk
(County Seal)

