

TRACT MAP (WITHOUT GRID)

Project symbol No. MCNARY DAM

Tract No. AA 2025

Name of work UMATILLA COUNTY

Date

Field work by

9

10

16

15

BROWNELL DITCH

COUNTY ROAD NO. 623

COUNTY ROAD NO. 625

COUNTY ROAD NO. 907

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.

CLASSES OF LAND

- Crop land
- Pasture land
- Forest land

Grades of each class of land must be shown on the map proper

\* Names of any other class of land involved

(Scale 1"=100')

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

Name Robert Campbell

Title Surveyor

Date January 1, 1942

Indicate whether map is based on General Land Office records, or other survey, date description of actual survey

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, reconstruc-  
tion, 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 McNary  
Dam after completion, and upon the following terms, provisions and con-  
ditions:

- 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, re-  
pair, 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 in-  
terfere 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 appropriations 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.

ATTEST:

Miss Edith [Signature]  
County Clerk  
My [Signature]

By James H. [Signature]

By John P. [Signature]

By Henry [Signature]

County Court

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 McNary 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 23<sup>rd</sup> day of June, 1947.

James H. Stung  
County Judge

John P. Westwood  
County Commissioner

W. H. [Signature]  
County Commissioner

ATTEST:

W. H. [Signature]  
County Clerk  
W. H. [Signature]  
COUNTY SEAL

