

SECOND JUDICIAL DAY

DECEMBER 4, 1969

Due proclamation of the openings of court having been made, thereupon the journal of the last day's proceedings was read, approved, and is here now signed.

Court met pursuant to adjournment
 Present: Same officers as on last judicial day.
 /s/ County Judge, Earle C. Misener
 /s/ Bernal D. Hug, County Commissioner
 /s/ R.W. Schaad, County Commissioner

IN THE MATTER OF THE MONTHLY REPORT OF THE COUNTY TREASURER AND CREDITS TO BE GIVEN HER:

COMES, now Elizabeth Hungerford, County Treasurer of the County of Union, Oregon, and presents to the court certain vouchers, warrants, and receipts showing that she has paid out of the various funds of the county certain sums of money, and it appearing to the court, from an examination of said vouchers and warrants that the sum have been duly paid out of the fund applicable thereto; that the warrants were regularly issued on the order of the Court, and that the Treasurer should have credit upon her account for the same.

It is therefore ORDERED that said vouchers, receipts, etc. be filed and the Treasurer be given credit therefor as follows:

1969 Warrants Dusbursed During Month of November

| | | | | | | |
|-----|---------|-----------------------------------|-----------|-------------------|-------------|---------|
| 168 | " | General Fund | | 41,386.77 | | |
| 112 | " | Road Fund | | 51,157.56 | | |
| 2 | " | County Law Library Fund | | 105.50 | | |
| 1 | Receipt | Special School Fund | | 366,757.92 | | |
| 1 | " | I.E.D. Fund (Baker) | | 269,365.94 | I.E.D. FUND | Receipt |
| 1 | " | Special Cities Fund | | 1,042.85 | | |
| 3 | " | Cemetery District Fund | | 151,575.16 | | |
| 1 | " | Fire Patrol Fund | 12,308.79 | 23,221.87 | | |
| 1 | " | Est Side Emergency Fire Cost Fund | | 46.54 | | |
| 1 | " | Union R.F.P.D. Fund | | 1,505.09 | | |
| | | | | <u>918,473.99</u> | | |

IN THE MATTER OF THE MEMORANDUM AGREEMENT UNION COUNTY W/ LARSON extension of Starr Lane:

MEMORANDUM AGREEMENT

In consideration of the execution and delivery by Henrietta E. Hoxie, Ruth Lester, Lonnie H. Lester, Glenn R. Lester and Marie Lester to Union County, Oregon, of that certain Bargain and Sale Deed, covering a 60 foot wide right-of-way for an extension of Starr Lane, such property being located in Sections 8,9, and 16, Township 2 South, Range 38, E.W.M. in Union County, Oregon, the County Court hereby represent and agree as follows:

- (1) Starr Lane shall be designated and maintained as a County road by Union County, and the real property described in such Deed shall be a regular extension thereof.
- (2) Union County will furnish labor to re-locate fences where necessary, but needed replacements of wire, posts and staples shall be furnished by the Grantors at their own expense.

Dated this 4th day of December, 1969.

UNION COUNTY, OREGON

/s/ Earle C. Misener, County Judge
 /s/ Bernal D. Hug, County Commissioner
 /s/ R.W. Schaad, County Commissioner

The foregoing is accepted and agreed to this 19th day of December, 1969.

/s/ Ruth Lester

/s/ Glenn Lester

/s/ Henrietta E. Hoxie

/s/ Marie Lester

/s/ Lonnie Lester

FOR FURTHER RECORDS OF DECEMBER 1969 see page 391

THIS JUDICIAL DAY IS CARRIED OVER TO PAGE 391

THEREUPON, it was ORDERED that the Court be now adjourned for the term, the journal of today's proceedings having been read, approved, and which is here now signed.

/s/ County Judge
 /s/ County Commissioner
 /s/ County Commissioner

UNION COUNTY W/ Larson

MEMORANDUM AGREEMENT

In consideration of the execution and delivery by Jesse Lee Larson and Carol Beth Larson to Union County, Oregon., of that certain Bargain and Sale Deed covering a 60 ft. wide right-of-way for an extension of Starr Lane, such property being located in Sections 8,9, and 16, Township 2 South, Range 38, E.W.M., in Union County, Oregon, the County Court hereby represent and agree as follows:

- (1) Starr Lane shall be designated and maintained as a County road by Union County, and the real property described in such Deed shall be a regular extension thereof.
- (2) Union County will furnish labor to re-locate fences where necessary, but needed replacements of wire, posts and staples shall be furnished by the Grantors at their own expense.

Dated this 4th day of December 1969.

UNION COUNTY, OREGON

/s/ Earle C. Misener, County Judge
 /s/ Bernal D. Hug, County Commissioner
 /s/ R.W. Schaad, County Commissioner

The foregoing is accepted and agreed to this _____ day of _____

UNION COUNTY W/ Pioneer Federal Savings and Loan

MEMORANDUM AGREEMENT

In consideration of the execution and delivery by Pioneer Federal Savings and Loan Association to Union County, Oregon., of that certain Bargain and Sale Deed, covering a 60 foot right-of-way for an extension of Starr Lane, such property being located in Sections 8,9, and 16, Township 2 South, Range 38, E.W.M., in Union County, Oregon, the County Court hereby represent and agrees as follows:

- (1) Starr Lane shall be designated and maintained as a County Road by Union County, and the real property described in such Deed shall be a regular extension thereof.
- (2) Union County will furnish labor to re-locate fences where necessary, but needed replacements of wire, posts and staples shall be furnished by the Grantors at their own expense.

Dated this 4th day of December, 1969.

UNION COUNTY, OREGON

/s/ Earle C. Misener, County Judge
 /s/ Bernal D. Hug, County Commissioner
 /s/ R.W. Schaad, County Commissioner

The foregoing is accepted and agreed to this _____ day of _____

THEREUPON it was ORDERED that Court be adjourned until Thursday, 18th day of December, a.d., 1969.

THIRD JUDICIAL DAY

RESOLUTION

IN THE MATTER OF AGREEMENT
 BETWEEN RAILROADS, UNION
 COUNTY, & STATE OF OREGON:

An agreement by and among the Oregon-Washington Railroad and Navigation Company, and Oregon corporation, and its lessee, Union Pacific Railroad Company, a Utah corporation and the State of Oregon, acting by and through its State Highway Commission and Union County, a political sub-division of the State of Oregon;

Project: Railroad agreement, Union Pacific Railroad Company, La Grande Section, Old Oregon Trail Highway, Union County.

Section 4: Maintenance

- (b) Upon construction of the grade crossing at the Railroad's Milepost 293.91, Second Party shall remove the grade crossing at the Railroad's Milepost 293.6 and adequately barricade the same. Thereafter, the County, at its own expense and without expense to the Railroad, shall keep and maintain the grade crossing at the Railroad's Mileposts 293.28 and 293.91 and all appurtenances thereof in good condition and repair so as not to jeopardize, damage or interfere with the Railroad's property, facilities or operations. If, at any time, the Railroad shall elect, or be required by competent public authority, to raise or lower the grade of all or any part of the Railroad's property upon which said crossings are constructed, the County shall at once alter and change the grade of said crossings so as to conform to the change the grade required by the Railroad, and the provisions hereof shall thereafter apply to such crossings as so changed.

It is HEREBY RESOLVED to accept the agreement as presented and on file, and the provisions thereof as so stated.

/s/ Earle C. Misener, County Judge
 /s/ Bernal D. Hug, County Commissioner
 /s/ R.W. SCHAAD, County Commissioner

THEREUPON IT WAS ORDERED that the Court be now adjourned for the term, the journal of today's proceedings having been read, approved, and which is here now signed. /s/ County Judge /s/ County Commissioner /s/ Commissioner

FIFTH JUDICIAL DAY

FEBRUARY 25, 1971.

Court met pursuant to adjournment
 Present: Same officers as on last judicial day
 Due proclamation of the opening of court having been made,
 therupon the journal of the last day's proceedings was read, approved, and is here now signed.
 /s/ County Judge
 /s/ Commissioner
 /s/ Commissioner

Whereupon the following proceedings were had, to-wit:

IN THE MATTER OF THE MEMORANDUM AGREEMENT
 UNION COUNTY / LARSON:

MEMORANDUM AGREEMENT

In consideration of the execution and delivery by Jesse Lee Larson and Carol Beth Larson to Union County, Oregon, of that certain Bargain and Sale Deed, covering a 60 foot right-of-way for an extension of Starr Lane, such property being located in Sections 8, 9, and 16, Township 2 South, Range 38, E.W.M., in Union County, Oregon, the County Court hereby pppresent and agrees as follows:

- (1) Starr Lane shall be designated and maintained as a County Road by Union County, and the real property described in such Deed shall be a regular extension thereof.
- (2) Union County will furnish labor to re-locate fences where necessary, but needed replacements of wire, posts and staples shall be furnished by the Grantors at their own expense.

Dated this 4th day of December 1969.

UNION COUNTY, OREGON

/s/ Earle C. Misener, County Judge
 /s/ Bernal D. Hug, Commissioner
 /s/ R. W. Schaad, Commissioner

The foregoing is accepted and agreed to this 25th day of February, 1971.

/s/Jesse???Lee Larson

/s/ Carol Beth Larson

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That Jesse Lee Larson and Carol Beth Larson, husband and wife, hereinafter called the Grantor, for the consideration hereinafter stated, to Grantor paid by Union County, Oregon, hereinafter called the Grantee, does hereby grant, bargain, sell, and convey unto the said Grantee and Grantee's successors and assigns, all of Grantor's right, title and interest in and to that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging to or appertaining, situated in the County of Union and State of Oregon, described as follows, to-wit:

A strip of land 30 feet on each side of the following described center line. The point of beginning (0100) being on the South boundard of Section 9, Township 2 South, Range 38, E.W.M., a distance of 170 feet east of the Southwest corner of said Section 9, Township 2 South, Range 38, E.W.M., and running thence on a curve right with radius of 200 feet a distance of 314.5 feet, which is a point 30 feet West and 200 feet North of the Southeast corner of Section 8, Township 2 South, Range 38, E.W.M., thence North 30 feet West of and parallel to the East boundard of said Section 8, Township 2 South, Range 38, E.W.M., a distance 691.7 feet; thence North 41 degrees 26' West a distance of 358.3 feet; thence ending in a cul-de-sac of 50 foot radius. Situated in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 8, Township 2 South, Range 38, E.W.M., and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 9, and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 16, both in said Township and Range; all in Union County, Oregon, and containing 0.039 acres, more or less.

TO HAVE AND HOLD the same unto Grantee and Grantee's successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$ None. In construing this Deed and where the context so requires, the singular includes the plural.

WITNESS, Grantor's hand this 25th day of February, 1971.

/s/ Jesse Lee Larson SEAL
 Jesse Lee Larson

/s/ Carol Beth Larson
 Carol Beth Larson

STATE OF OREGON, County of Union, SS.

February 25, 1971.

Personally appeared the within named Jesse Lee Larson and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: By /s/ Shirley Bolin, Deputy
 February 25, 1971

STATE OF OREGON, County of Union, SS.

Personally appeared the within named Carol Beth Larson and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me: /s/ Shirley Bolin, Deputy

THEREUPON, it was Ordered that the Court be now adjourned for the term, the journal of today's proceedings having been read, approved, and which is here now signed.

/s/ County Judge
 /s/ Commissioner
 /s/ Commissioner