

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is dated August 1, 2022 (the "Execution Date"), but made effective for all purposes as of July 13, 2021 (the "Effective Date"), and is entered into between City of John Day ("City"), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, John Day Urban Renewal Agency ("Agency"), whose address is 450 E. Main Street, John Day, Oregon 97845, and Frances M. Holmstrom ("Holmstrom"), whose address is 311 NE 7<sup>th</sup> Street, John Day, Oregon 97845.

### RECITALS:

A. Holmstrom intends to partition and develop that certain real property commonly known as Holmstrom Ranch more particularly described and depicted on the attached Exhibit A (the "Property"). The Property consists of approximately 3,441 acres, a portion of which is located within City's incorporated limits between the northeast terminus of Charolais Drive and Third Street (both existing streets). Holmstrom intends to develop the Property into a four-parcel residential subdivision to be known as "Holmstrom Heights" (the "Development"), which Development is more particularly described and depicted on the attached Exhibit B.

B. Charolais Drive will be improved and extended over and across the Property to Third Street (the "Street Extension"). The Street Extension was approved by and through the 2009 John Day Local Street Area Network Plan and 2019 John Day Innovation Gateway Area Plan. The Street Extension is authorized under City Ordinance No. 19-177-01 as an addition to the John Day Comprehensive Land Use Plan.

C. Subject to the terms and conditions contained in this Agreement, City and Agency desire to provide Holmstrom certain incentives to assist with the Development in exchange for Holmstrom's transfer, conveyance, and dedication of the Prior Improvements, Development Improvements, and Right-of-Way to City.

### AGREEMENT:

NOW, THEREFORE, in consideration of the parties' covenants and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.
2. Land Use Application. Holmstrom submitted the Application to City for review and approval. The Application concerns the Development, Street Extension, and Right-of-Way dedication described in Section 4.3. The Application was approved by the John Day Planning Commission on or about September 1, 2021.
3. City – Development Improvements. City will construct and complete, at City's cost and expense, the Development Improvements subject to and in accordance with the terms and conditions contained in this Agreement, including, without limitation, the following:
  - 3.1 Design. City will obtain all land use, development code, and/or construction approvals necessary for the Development Improvements. City will obtain, at City's cost and expense, all necessary designs, plans and specifications, permits, licenses, reviews, inspections, reports (including, without limitation, environmental reports), and approvals necessary under the Laws to design, develop, construct, and complete the Development Improvements.
  - 3.2 Construction. City will prosecute completion of the Development Improvements diligently, continuously, and in accordance with the Public Improvement Design and Construction Standards, Decision, Laws, and this Agreement. Holmstrom will assist and cooperate with City's completion of the Development Improvements, including, without limitation, promptly providing any information and/or documentation City may request from time to time. Subject to the terms and conditions of this Agreement, City intends to complete the Development

Improvements in two phases substantially in accordance with the following:

3.2.1 Phase 1 – Holmstrom Heights Subdivision. Subject to the terms and conditions contained in this Agreement, City will perform and complete the following improvements concerning the Development (individually and collectively, the “Phase 1 Improvements”): (a) improve the end of the East Charolais Heights road to City standards; (b) in accordance with City’s standards, City will extend sewer, water, power, and fiber services to the property lines of the four additional lots shown in the Final Plat; and (c) after Holmstrom’s dedication of the Right-of-Way, City will improve Holmstrom Road with the installation of base rock to create an all-weather road. The Phase 1 Improvements will result in approximately 750 linear feet of new pavement, water/sewer lines, storm drain, and misc. municipal utilities. Subject to the terms and conditions contained in this Agreement, City intends to complete the Phase 1 Improvements on or about September 1, 2022.

3.2.2 Phase 2 – Holmstrom Road and Bridge. Subject to the terms and conditions contained in this Agreement, City will perform and complete the following improvements concerning Holmstrom Road and Holmstrom Bridge (individually and collectively the “Phase 2 Improvements”): (a) City will improve Holmstrom Road from the end of the pavement at Charolais Heights south to the John Day River; (b) install footings for Holmstrom Bridge, and pave Holmstrom Road up to the Holmstrom Bridge footings. The Phase 2 Improvements consist of 2,300 linear feet of paved and improved roads to City standards with appropriate utilities and/or utility rights-of-way. Subject to the terms and conditions contained in this Agreement, and provided Holmstrom has timely completed the Holmstrom Road and Holmstrom Bridge dedication, City intends to complete the Phase 2 Improvements on or about September 1, 2024.

3.3 Minimum Standards. Subject to the terms and conditions contained in this Agreement, City will perform (or cause to be performed) the following at City’s cost and expense: (a) construct the Development Improvements expeditiously and in a good and workmanlike manner; (b) furnish, provide, and pay for all labor, materials, equipment, tools, supplies, machinery, transportation, and/or services necessary or appropriate to construct the Development Improvements; (c) properly manage and dispose of all waste, garbage, and debris resulting from construction of the Development Improvements subject to and in accordance with the Laws; (d) pay when due all charges for labor and materials used for construction of the Development Improvements; and (e) timely and properly pay any third-party contractors for any construction services concerning the Development Improvements subject to and in accordance with the Laws.

4. Holmstrom – Development Improvements. Subject to the terms and conditions contained in this Agreement, to facilitate City’s completion of the Development Improvements and Public Improvements, Holmstrom will complete, at Holmstrom’s cost and expense, the following:

4.1 Property Access. During the term of this Agreement, Holmstrom grants to City and City’s Representatives free and unfettered access to the Property for purposes of constructing the Development Improvements and Public Improvements. This right of access includes, without limitation, access over the existing gravel drive extending from Charolais Drive to the John Day River. City will exercise reasonable efforts to minimize City’s interference with Holmstrom’s use of the Property not affected by the Development Improvements and/or Public Improvements and will return the immediately surrounding areas (if impacted by City) to their preconstruction condition (to the extent reasonably feasible) upon completion of the Development Improvements and Public Improvements. Holmstrom will have no claims, rights, actions, and/or damages against City for any inconvenience or disturbance resulting from City’s activities performed in conformance with this Section 4.1.

4.2 Improvements – Transfer and Conveyance. Holmstrom will transfer, convey, and dedicate the Development Improvements and Prior Improvements to City immediately upon completion of the Development Improvements and recording of the Final Plat. Holmstrom will take all actions and execute all documents, instruments, orders, and/or agreements City deems necessary or appropriate to effectuate the transfer, conveyance, and dedication of the Development Improvements and Prior Improvements to City. Holmstrom will transfer, convey, and dedicate the Development Improvements and Prior Improvements to City free and clear of all Encumbrances except the Permitted Encumbrances.

4.3 Right-of-Way Dedication. Holmstrom acknowledges and agrees that right-of-way is necessary to accommodate City's completion of the Development Improvements and Public Improvements. To this end, subject to the terms and conditions contained in this Agreement, Holmstrom will transfer, convey, and dedicate the following Property to City for public right-of-way purposes (individually and collectively, the "Right-of-Way"): (a) that certain real property described and depicted on the attached Exhibit C for East Charolais Heights (the "ECH Dedication"); (b) that certain real property described and depicted on the attached Exhibit D for Holmstrom Road (the "HR Dedication"); (c) that certain real property described and depicted on the attached Exhibit E for construction of the roadway connecting Third Street to Charolais Drive (the "TSCD Dedication"); and (d) that certain real property described and depicted on the attached Exhibit F for City's sewer main and other utilities (the "Utility Dedication"). Holmstrom will transfer, convey, and dedicate the Right-of-Way to City immediately upon completion of the Development Improvements and recording of the Final Plat. Holmstrom will take all actions and execute all documents, instruments, orders, and/or agreements City deems necessary or appropriate to effectuate the transfer, conveyance, and dedication of the Right-of-Way to City. Holmstrom will transfer, convey, and dedicate the Right-of-Way to City free from all Encumbrances except the Permitted Encumbrances.

#### 4.4 Payment Obligations.

4.4.1 Prior to Holmstrom's transfer and conveyance of the Prior Improvements, Development Improvements, and Right-of-Way to City, Holmstrom will pay all costs, expenses, utilities, taxes, and all other items and expenses with respect to the Prior Improvements, Development Improvements, and Right-of-Way, including, without limitation, all Grant County real and personal property taxes (collectively, the "Expenses"). Expenses will not be prorated between City and Holmstrom. Notwithstanding anything contained in this Agreement to the contrary, City will not assume any liabilities, obligations, costs, and/or expenses arising out of or related to the Property. Holmstrom is liable for the timely payment and performance of all liabilities, obligations, costs, and/or expenses arising out of or related to the Property.

4.4.2 City is a tax-exempt municipal corporation. Notwithstanding anything contained in this Agreement to the contrary, City will not pay any real and/or personal property taxes concerning or related to the Prior Improvements, Development Improvements, and/or Right-of-Way (consistent with ORS 311.410, real and personal property taxes (if any) will not be pro-rated between City and Holmstrom). In accordance with ORS 311.411, prior to Holmstrom's transfer and conveyance of the Prior Improvements, Development Improvements, and Right-of-Way, Holmstrom will deliver to City a certificate issued by the Grant County Assessor attesting that all "charges against the real property" (as defined under ORS 311.411) have been paid by Holmstrom in full.

5. Holmstrom Incentives. Subject to the terms and conditions contained in this Agreement, City and/or Agency will provide the following financial and other incentives concerning or related to the Development (individually and collectively, the "Incentive(s)"):

5.1 Agency Incentives. Subject to and in accordance with the John Day Urban Renewal Area Housing Incentive Plan (approved and adopted through City Ordinance No. 18-173-03) and Laws, Agency will provide and/or pay the following: (a) Agency will pay seven percent (7%) cash back on all new homes constructed and completed within the Development (each an "Eligible Home(s)") subject to and in accordance with the Urban Renewal Agency area plan (provided, however, each property owner must apply for the owner's URA incentive as part of the owner's land use review); and (b) Agency will pay the SDCs for Eligible Homes.

5.2 City Incentives. City will waive the application fees and will accept the Prior Improvements as City infrastructure, subject to the terms and conditions contained in this Agreement. City will name the north-south street improvements from Third Street to Charolais Drive "Holmstrom Road" and the connecting bridge at Third Street "Holmstrom Bridge." As part of the bridge access, City will engineer and construct a pass-way under Holmstrom Bridge to reasonably accommodate farm equipment and irrigation infrastructure or equipment to access both hay fields on either side of the roadway.

6. Holmstrom Representations; Warranties; Covenants. In addition to all other Holmstrom representations, warranties, and covenants contained in this Agreement, Holmstrom represents, warrants, and

covenants to City and Agency as follows:

6.1 Authority; Binding Obligation; Conflicts. Holmstrom has full power and authority to sign and deliver this Agreement and to perform all her obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Holmstrom, enforceable against Holmstrom in accordance with its terms. Holmstrom's signing and delivery of this Agreement and performance of her obligations under this Agreement will not (a) breach any agreement to which Holmstrom is a party, or give any person the right to accelerate any obligation of Holmstrom, (c) violate any law, judgment, and/or order to which Holmstrom is subject, and/or (d) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. No action, arbitration, audit, hearing, investigation, litigation, suit, and/or other proceeding is pending or threatened against Holmstrom. Holmstrom owns the Property in fee simple, free and clear of all Encumbrances (including, without limitation, the Trust Deed). Prior to the Execution Date, Holmstrom obtained the Bank of Eastern Oregon's written consent to enter into this Agreement with City and Agency and transfer, convey, and dedicate the Prior Improvements, Development Improvements, and Right-of-Way to City free and clear of the Trust Deed and/or any other Bank of Eastern Oregon Encumbrance. No representation or warranty made under this Agreement includes any untrue statement or omits to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading.

6.2 Sophistication; Investigation; Disclosure. Holmstrom has knowledge and experience in real estate development matters necessary to make Holmstrom capable of evaluating the merits and risks of this Agreement. Holmstrom has entered into this Agreement based on her own examination and personal knowledge. Holmstrom has had full opportunity to investigate and examine, and to ask questions and receive answers concerning, this Agreement. Holmstrom has obtained all information desired in connection with this Agreement. Holmstrom has not relied on any representations or warranties made by City and/or Agency other than those expressly contained in this Agreement. Holmstrom has reviewed all plans and specifications concerning the Development Improvements, Public Improvements, and Right-of-Way dedication and is satisfied with the nature, location, and all other aspects of the Development Improvements, Public Improvements, and Right-of-Way. Holmstrom has disclosed this Agreement to all lenders and other persons or entities having a financial, ownership, and/or possessory interest in or to the Property.

6.3 Transfers. Holmstrom will not Transfer in any manner whatsoever, whether voluntarily or involuntarily, any interest in or to this Agreement, the Prior Improvements, Development Improvements, Property, and/or Incentives without City's prior written consent. Subject to the immediately preceding sentence, Holmstrom will not Transfer any interest in or to this Agreement, the Prior Improvements, Development Improvements, Property, and/or any Incentives unless and until the following conditions are met or satisfied: (a) the assignee or transferee agrees in writing (in form and substance reasonably satisfactory to City and Agency) to assume and abide by the terms and conditions contained in this Agreement; (b) Holmstrom demonstrating to City's and Agency's satisfaction that the assignee or transferee is capable of successfully performing all Holmstrom's obligations under this Agreement in accordance with this Agreement; and (c) Holmstrom providing City and Agency no less than ninety (90) days' prior written notice of the proposed Transfer. Subject to the terms and conditions contained in this Section 6.3, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and assigns and will inure to their benefit.

6.4 Waiver of Remonstrance. To facilitate installation of the Development Improvements upon the occurrence of an Event of Default, Holmstrom hereby forever waives and releases all right to remonstrate against the formation of a local improvement district or reimbursement district by City and/or any third party for the purpose of constructing the Development Improvements. The term "right to remonstrate" refers to a property owner's right under applicable law to be counted as part of objecting property owners that can, in certain circumstances, suspend proceedings on the formation of a local improvement district or reimbursement district. This waiver does not limit or otherwise restrict the ability of a property owner bound by this covenant to appear at any of the required public hearings and testify regarding the formation of a local improvement district or reimbursement district, whether the boundaries include all benefited property, the equity of the assessment formula, the scope and nature of the project, or of the final assessment (or any other issue regarding the local improvement district or reimbursement district). **THIS WAIVER OF REMONSTRANCE RUNS WITH THE LAND AND IS**

## **BINDING ON ALL CURRENT AND FUTURE INTEREST HOLDERS IN THE PROPERTY.**

### **7. Term; Termination; Remedies; Indemnification.**

7.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until the earlier of (a) completion of the Transaction; and/or (b) an Event of Default. This Agreement may be extended by the parties' written agreement.

7.2 Event of Default. Subject to the terms and conditions contained in this Agreement, a party will be deemed in default under this Agreement upon the occurrence of one or more of the following events (each an "Event of Default"): (a) the party breaches and/or otherwise fails to perform any of the party's representations, warranties, covenants, and/or obligations contained in this Agreement; and/or (b) in the case of Holmstrom, any proceeding under any bankruptcy and/or insolvency laws is commenced by or against Holmstrom or any attachment, seizure, and/or levy is made concerning the Property.

7.3 Prior Notice of Default. Prior to any party declaring an Event of Default, the non-defaulting party will provide the alleged defaulting party prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting party under this Agreement if the alleged defaulting party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Notwithstanding anything contained in this Agreement to the contrary, a non-defaulting party is not required to provide, and the alleged defaulting party is not entitled to receive, a Default Notice upon the alleged defaulting party's commitment of a default under this Agreement for which the alleged defaulting party has previously received a Default Notice within the immediately preceding twelve (12) months (commencing from the date of the previous default).

7.4 Rights and Remedies. Upon occurrence of an Event of Default, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity, including, without limitation, termination of this Agreement. All available remedies are cumulative and may be exercised singularly or concurrently. Without otherwise limiting the generality of the preceding, if City terminates this Agreement due to Holmstrom's breach and/or failure to perform Holmstrom's representations, warranties, covenants, and/or obligations provided under Section 4 or Section 6 of this Agreement, City may recover the full cost and expense of any work performed by City to complete the Development Improvements, Public Improvements, and/or acquire the Right-of-Way, including, without limitation, construction, engineering, surveying, and legal fees, costs, and expenses (including costs of labor, equipment, machinery, and supplies). Termination of this Agreement will not constitute a waiver of any rights, claims, and/or causes of action City may have against Holmstrom. No action taken by City hereunder will affect any other rights or remedies of City or relieve Holmstrom from any consequences or liabilities arising from such acts or omissions.

7.5 Indemnification. Subject and to the fullest extent permitted by law, each party will defend, indemnify, and hold the other party and the other party's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused by the party and/or the party's Representatives; (b) the party's failure to pay any tax arising out of or resulting from this Agreement; and/or (c) the party's breach and/or failure to perform any of the party's representations, warranties, covenants, and/or obligations contained in this Agreement. A party's indemnification obligations provided in this Section 7.5 will survive the termination of this Agreement.

### **8. Miscellaneous.**

8.1 Assignment; Further Assurances; Memorandum. Subject to Section 6.3, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. Holmstrom will sign such other documents and instruments and take such other actions as City determines reasonably necessary or appropriate to further effect and evidence this Agreement. The parties will execute and record the Memorandum contemporaneously with the parties' mutual execution of this Agreement.

8.2 Costs; Attorney Fees. Holmstrom will bear Holmstrom's own fees, costs, and expenses incurred in connection with this Agreement, including, without limitation, all attorney fees and costs incurred in the preparation, negotiation, signing, and performance of this Agreement. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, 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 attorney fees and other fees, costs, and expenses of every kind, including, without limitation, 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.

8.3 Time of Essence; Notices. Time is of the essence with respect to all dates and time periods in this Agreement. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

8.4 Amendment; Waiver; Severability. This Agreement may be amended only by a written document signed by all parties. 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. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

8.5 Further Assurances; Survival; Governing Law. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive termination or expiration of this Agreement will do so. 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. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

8.6 Entire Agreement; Interpretation; Discretion. 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. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. When a party is exercising any consent, approval, determination, and/or similar discretionary action under this Agreement, the standard will be the party's reasonable

discretion, which consent, approval, determination, and/or similar discretionary action will not be unreasonably withheld, conditioned, and/or delayed.

8.7 No Partnership; No Agency. This Agreement does not create an agency relationship between City, Agency, and/or Holmstrom and does not establish a joint venture or partnership between City, Agency, and/or Holmstrom. Holmstrom does not have the authority to bind City and/or Agency and/or represent to any person that Holmstrom is an agent of City and/or Agency. City and/or Agency will have no obligation with respect to Holmstrom's debts and/or liabilities in any nature whatsoever. Holmstrom is not carrying out a function on behalf of City and/or Agency.

8.8 Force Majeure. Neither party will be deemed in default under this Agreement where the alleged default occurred or was caused by reason of fires, hurricanes, tornadoes, earthquakes, and/or other acts of God, unavoidable casualty, insurrections, war, riot, sabotage, strikes, boycotts, lockouts, labor disputes, inability or difficulty procuring labor, materials, and/or supplies, failure of power, governmental sanctions or requirements, restrictions or laws, national, regional, and/or local emergency, and/or other causes beyond the party's reasonable control (each, a "Force Majeure Event") provided (a) the party uses reasonable efforts to correct the default or delay to the extent possible, and (b) the party proceeds with reasonable diligence to effect the applicable remedy as soon as practicable. As a condition to the right to claim a delay due to a Force Majeure Event, the delayed party must provide the other party promptly after the Force Majeure Event occurs a description of the Force Majeure Event and the expected effect the Force Majeure Event will have on the delayed party's performance of its obligations under this Agreement. Thereafter, the delayed party will, on at least a weekly basis, inform the other party of the nature and status of the Force Majeure Event and its efforts to end the delay caused by the Force Majeure Event. Notwithstanding anything in this Agreement to the contrary, a Force Majeure Event will not excuse Holmstrom from timely transferring and conveying the Development Improvements, Prior Improvements, and Right-of-Way in accordance with this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

City:  
City of John Day,  
an Oregon Municipal Corporation



---

By: Ron Lundborn, Mayor

Holmstrom:




---

Frances M. Holmstrom

Agency:

John Day Urban Renewal Agency



---

By: Corum Ketchum, Interim (Pro Tem) Director

Appendix A  
Definitions

“Agency” has the meaning assigned to such term in the preamble.

“Agreement” has the meaning assigned to such term in the preamble.

“Application” means Holmstrom’s land use application, LP-21-01, which land use application is further described in Section 2.

“City” has the meaning assigned to such term in the preamble.

“Cure Period” has the meaning assigned to such term in Section 7.3.

“Decision” means the applicable final land use decision(s) concerning the Development.

“Default Notice” has the meaning assigned to such term in Section 7.3.

“Development” has the meaning assigned to such term in Recital A and is more particularly described and depicted on the attached Exhibit B.

“Development Improvement(s)” means those to-be constructed improvements related to or concerning the Development identified in Section 3.2.1 (and further described and/or identified in Exhibit B).

“ECH Dedication” has the meaning assigned to such term in Section 4.3.

“Effective Date” has the meaning assigned to such term in the preamble.

“Eligible Homes” has the meaning assigned to such term in Section 5.1.

“Encumbrance(s)” means any liens, mortgages, pledges, claims, rights, security interests, and/or other encumbrances.

“Environmental Law(s)” means any federal, state, and/or local statute, regulation, and/or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment and/or designed to minimize, prevent, punish, or remedy the consequences of actions that damage or threaten the environment or public health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq., ORS 468B.195-197 (including any regulations promulgated thereunder), the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq., and the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.

“Event of Default” has the meaning assigned to such term in Section 7.2.

“Execution Date” has the meaning assigned to such term in the preamble.

“Expenses” has the meaning assigned to such term in Section 4.4.1.

“Final Plat” means the legal document recorded with Grant County delineating, among other things, the Development’s property boundaries (including all lots located within the Development), dedicated rights-of-way, and easements.

“Force Majeure Event” has the meaning assigned to such term in Section 8.8.



“Holmstrom” has the meaning assigned to such term in the preamble.

“HR Dedication” has the meaning assigned to such term in Section 4.3.

“Incentives” has the meaning assigned to such term in Section 5.

“Law(s)” means all applicable federal, state, and local policies, rules, regulations, leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, liens, ordinances, orders, codes, and/or regulations directly or indirectly affecting the Development, Prior Improvements, Public Improvements, and/or Property, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), Environmental Laws, and City’s building and zoning codes, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

“Memorandum” means a memorandum of this Agreement which will be recorded against the Property in the Grant County Official Records, which memorandum will be in form and substance acceptable to City.

“Permitted Encumbrance(s)” means with respect to the Right-of-Way (a) any exception that is disclosed on the Title Report and expressly accepted by City in writing prior to the Execution Date, and (b) subject to the terms and conditions contained in this Agreement, any lien, mortgage, pledge, security interest, or other encumbrance arising by operation of law for taxes, assessments, or government charges not yet due (excepting real and personal property taxes).

“Phase 1 Improvement(s)” has the meaning assigned to such term in Section 3.2.1.

“Phase 2 Improvement(s)” has the meaning assigned to such term in Section 3.2.2.

“Prior Improvements” means, individually and collectively, all sewer, water, stormwater, and street improvements completed by Holmstrom within City’s incorporated limits prior to the Effective Date which are located on or about the Right-of-Way.

“Property” has the meaning assigned to such term in Recital A and is more particularly described and depicted on the attached Exhibit A.

“Public Improvement(s)” means certain public infrastructure and/or improvements concerning or related to the Development identified in the John Day Transportation System Plan, which Public Improvements include all attendant utilities, conduit, streets, and roads.

“Public Improvement Design and Construction Standards” means City’s applicable public improvement design and construction standards applicable at the time the Development Improvements are constructed, including, without limitation, all requirements applicable to curbs and gutters, aggregate road base, hot mix asphalt, signing, striping, storm drainage, improvements, public water and waste water improvements, landscaping, and lighting as defined in the John Day Municipal Code and Land Use Development Code.

“Representative(s)” means each present and future officer, director, manager, member, employee, agent, contractor, and/or representative of the identified party.

“Right-of-Way” has the meaning assigned to such term in Section 4.3.

“SDCs” means City’s then-applicable system development charges.

“Street Extension” has the meaning assigned to such term in Recital B.

“Transfer” means any sale, assignment, mortgage, sublet, lien, lease, conveyance, encumbrance, and/or

other transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law).

“Transaction” means the construction and development transaction contemplated under this Agreement.

“Trust Deed” means that certain trust deed between Holmstrom and Bank of Eastern Oregon dated November 10, 2010 and recorded on November 10, 2010 in the Grant County Official Records as Instrument No. 20102157.

“TSCD Dedication” has the meaning assigned to such term in Section 4.3.

“Utility Dedication” has the meaning assigned to such term in Section 4.3.

Exhibit A  
Property Description and Depiction

[attached]

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Land in the City of John Day, Grant County, Oregon, as follows:

Township 13 South, Range 31 East, Willamette Meridian:

Section 23: **PARCEL 1 OF LAND PARTITION PLAT NO. 2006-2**, as shown by the plat thereof on file and of record in the office of the County Clerk of Grant County, Oregon, on February 23, 2006.

EXCEPT that portion conveyed to James Bellmore by deed recorded February 16, 2007, Document No. 20070459, which was re-recorded September 23, 2010, Document No. 20101869.

EXCEPT that portion conveyed to William Robertson and Janet Robertson, husband and wife by deed recorded April 23, 2007, Document No. 20071116.

EXCEPT that portion conveyed to Tim S. Oliver and Barbara J. Oliver, as tenants by the entirety by deed recorded March 8, 2011, Document No. 20110459.

EXCEPT that portion conveyed to Eugene A. Essex and Veronika J. Essex, as tenants by the entirety by deed recorded March 8, 2011, Document No. 20110460.

EXCEPT that portion conveyed to Henry F. Lissman and Roxie A. Lissman, as tenants by the entirety by deed recorded March 8, 2011, Document No. 20110461.

EXCEPT that portion conveyed to Ralph J. Davis by deed recorded March 11, 2011, Document No. 20110484.

EXCEPT that portion conveyed to Glenn E. Palmer and RoseAnn Palmer, as tenants by the entirety by deed recorded March 14, 2011, Document No. 20110492.

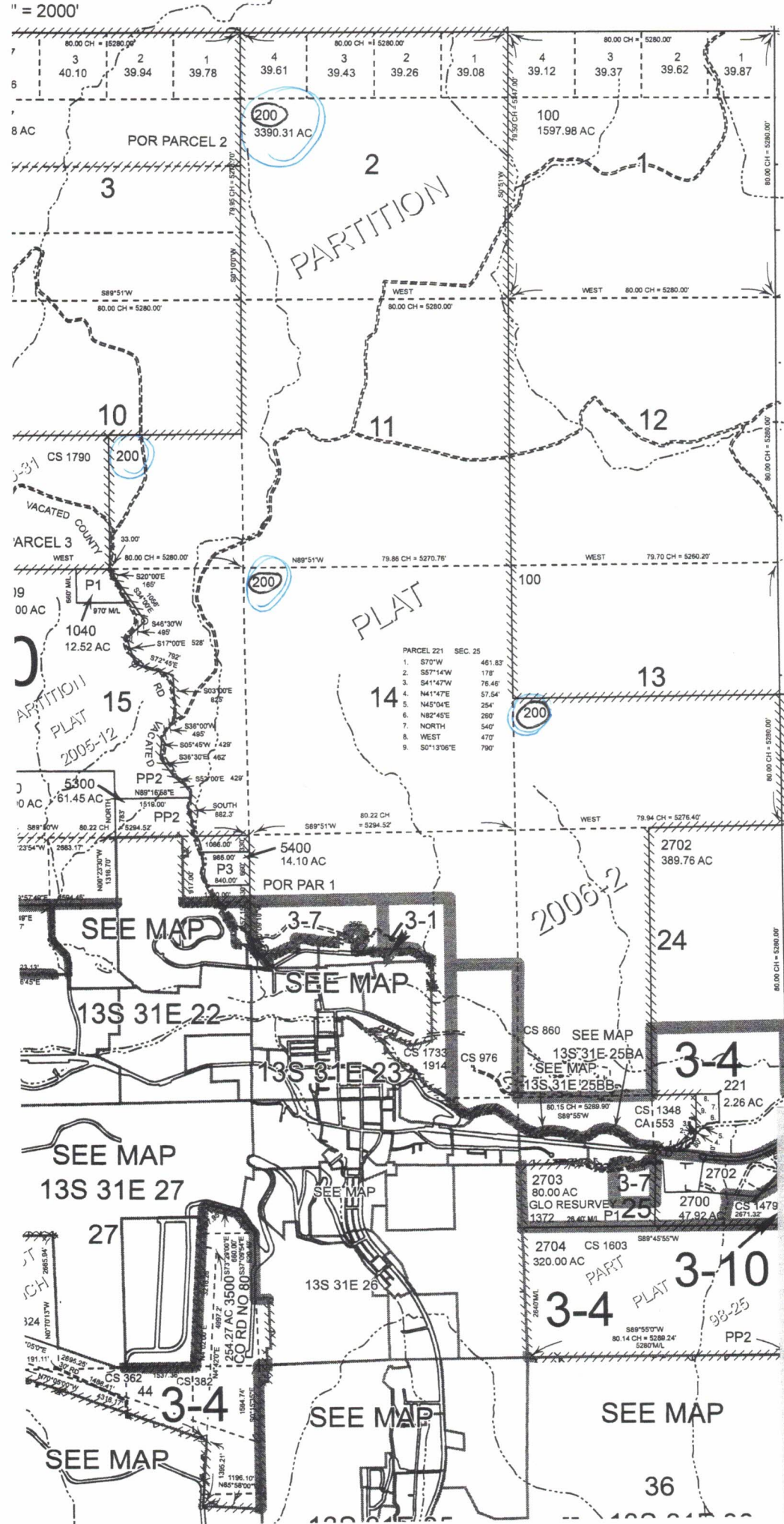
EXCEPT that portion conveyed to John C. Brazil by deed recorded February 12, 2013, Document No. 20130223.

EXCEPT that portion conveyed to Jack Young by deed recorded March 1, 2021, Document No. 20210429.

EXCEPT that portion conveyed to Jeffery Riggs and Barbara Riggs by deed recorded August 10, 2021, Document No. 20211731.

(Tax Acct. 3-10 13-31 TL200; Ref. 200, 3-1 13-31 TL200; Ref. 635, 3-4 13-31 TL200; Ref. 1707 and 3-7 13-31 TL200; Ref. 40111)

# JOHN DAY CANYON CITY



- Cancelled
- 201 THRU
- 216
- 218 THRU
- 220
- 222
- 300
- 500
- 601
- 602
- 608
- 702
- 901 THRU
- 906
- 1001 THRU
- 1008
- 1010 THRU
- 1015
- 1018 THRU
- 1026
- 1028 THRU
- 1032
- 1038
- 1039
- 1100 THRU
- 1201
- 1203
- 1204
- 1300
- 1302
- 1303
- 1400
- 1401
- 1500
- 1501
- 1600 THRU
- 1802
- 1901 THRU
- 1923
- 1990
- 2000 THRU
- 2104
- 2110
- 2200 THRU
- 2301
- 2303 THRU
- 2306
- 2400 THRU
- 2600
- 2701
- 2800 THRU
- 2804
- 2900 THRU
- 3102
- 3200
- 3300A1
- 3300 THRU
- 3305
- 3400
- 3501
- 3600 THRU
- 4200
- 4200U1 THRU
- 4200U4

SEE MAP 13S 32E

13-31

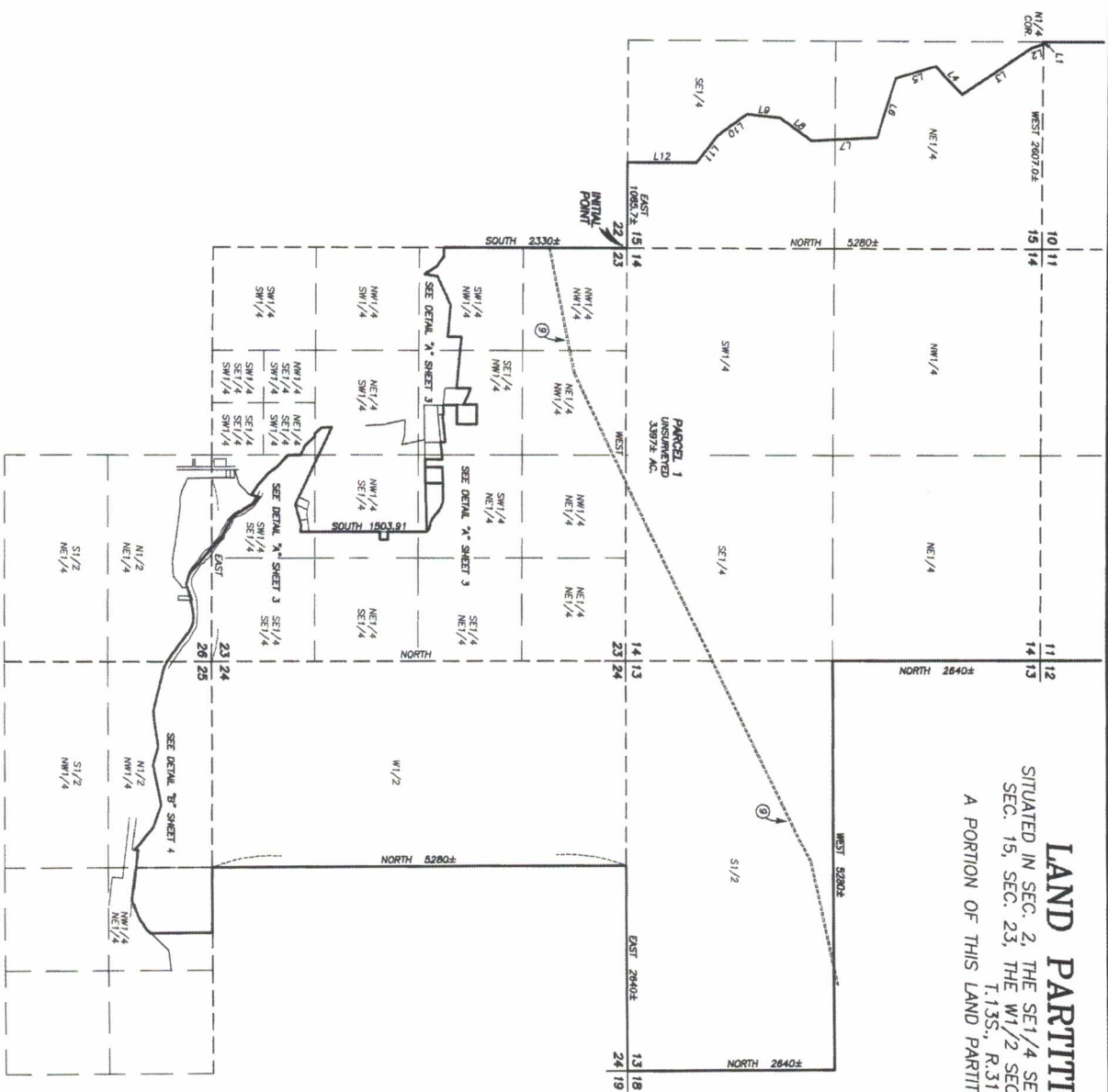
↑  
THIS SKETCH IS FOR LOCATION PURPOSES ONLY, AND NO WARRANTIES ARE IMPLIED AS TO VARIATIONS, IF ANY, IN DIMENSIONS OR LOCATION AS REVEALED BY AN ACCURATE SURVEY.  
W

# LAND PARTITION PLAT NO. 2006-2

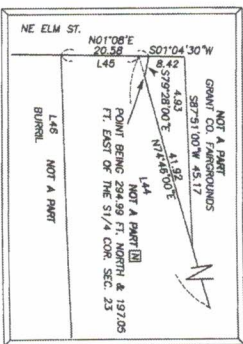
SITUATED IN SEC. 2, THE SE1/4 SEC. 10, SEC. 11, THE S1/2 SEC. 13, SEC. 14, THE E1/2 SEC. 15, SEC. 23, THE W1/2 SEC. 24, THE N1/2 SEC. 25 AND IN THE NE1/4 SEC. 26, T.13S., R.31E., W.M., GRANT COUNTY, OREGON

A PORTION OF THIS LAND PARTITION IS WITHIN THE CITY LIMITS OF JOHN DAY, OREGON

FEBRUARY 6, 2006



SCALE: 1"=1000'



DETAIL "D"

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Michael C. Sprinkner*  
OREGON  
LAND SURVEYORS  
MICHAEL C. SPRINKNER  
#70918  
EXPIRES: 6/30/2008

T.12S, R.31E  
T.13S, R.31E

34 35  
3 2

WEST 5280±

35 36  
2 1

NORTH 5280±

# LAND PARTITION PLAT NO. 2006-2

SITUATED IN SEC. 2, THE SE1/4 SEC. 10, SEC. 11, THE S1/2 SEC. 13, SEC. 14, THE E1/2 SEC. 15, SEC. 23, THE W1/2 SEC. 24, THE N1/2 SEC. 25 AND IN THE NE1/4 SEC. 26, T.13S., R.31E., W.M., GRANT COUNTY, OREGON

A PORTION OF THIS LAND PARTITION IS WITHIN THE CITY LIMITS OF JOHN DAY, OREGON

FEBRUARY 6, 2006

WEST 2840±

SOUTH 2640±

NORTH 5280±

NORTH 2640±

PARCEL 1  
UNSURVEYED  
3.897± AC.

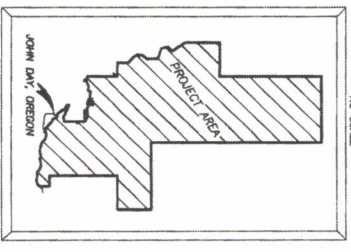
S1/2



SCALE: 1"=1000'

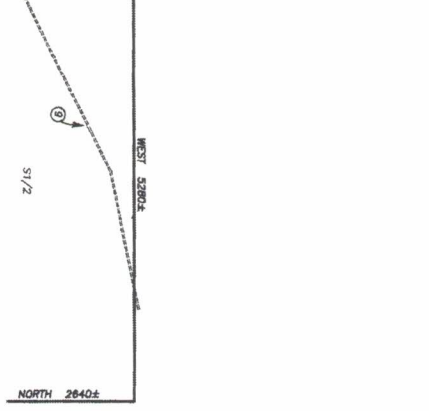
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Michael C. Springer*  
OREGON  
MICHAEL C. SPRINGER  
#70918  
EXPIRES: 6/30/2006

- ### LEGEND
- FOUND 5/8" IRON PIN
  - FOUND 5/8" IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED RED SURVEY MARKER
  - SET 5/8" IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED RED SURVEY MARKER
  - ( ) RECORD BEARING AND DISTANCE FROM RECORD SURVEY NO. 982
  - FOUND MONUMENT FROM RECORD SURVEY NO. □ SURVEY NO. APPEARS IN BOX
  - X—X FENCE LINE
  - EXCEPTION FROM SURVEYOR'S CERTIFICATE
  - ① EXISTING EASEMENT - NUMBER IN CIRCLE CORRESPONDS TO ITEM NUMBER ON SHEET 8

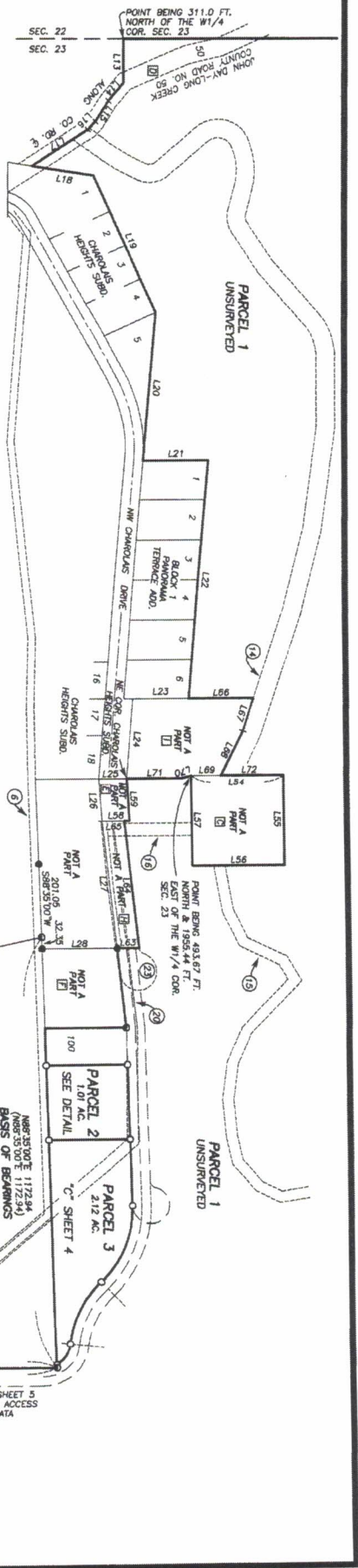


**LINE TABLE**

LINE	BEARING	DIST.
L1	EAST	33.0
L2	S30°00'E	765.0
L3	S20°00'E	1045.0
L4	S40°00'W	468.0
L5	S17°00'E	528.0
L6	S72°43'E	793.0
L7	S0°00'E	623.0
L8	S85°00'W	493.0
L9	S85°43'W	423.0
L10	S32°00'E	423.0
L11	S32°00'E	423.0
L12	SOUTH	883.74±



- ### INDEX
- SHEET 1: INDEX, VICINITY MAP, PORTION OF PARCEL 1 AND LEGEND
  - SHEET 2: PARCELS 2 AND 3, A PORTION OF PARCEL 1 AND DETAIL "D"
  - SHEET 3: DETAIL "A" SHOWING PARCELS 2 AND 3 AND A PORTION OF PARCEL 1
  - SHEET 4: DETAIL "B" SHOWING A PORTION OF PARCEL 1 AND DETAIL "C" SHOWING PARCELS 2 AND 3
  - SHEET 5: DETAIL "E" SHOWING NEW PRIVATE EMERGENCY ACCESS EASEMENT
  - SHEET 6: SURVEYOR'S CERTIFICATE
  - SHEET 7: SURVEYOR'S CERTIFICATE CONTINUED
  - SHEET 8: EASEMENTS
  - SHEET 9: DECLARATION, APPROVALS, REFERENCES, NARRATIVE AND NOTES
- SHEET 1 OF 9



**DETAIL "A"**

**LAND PARTITION PLAT NO. 206-2**

SITATED IN SEC. 2, THE SE1/4 SEC. 10, SEC. 11, THE S1/2 SEC. 13, SEC. 14, THE E1/2 SEC. 15, SEC. 23, THE W1/2 SEC. 24, THE N1/2 SEC. 25 AND IN THE NE1/4 SEC. 26, T.13S., R.31E., W.M., GRANT COUNTY, OREGON

A PORTION OF THIS LAND PARTITION IS WITHIN THE CITY LIMITS OF JOHN DAY, OREGON

FEBRUARY 6, 2006

**LINE TABLE**

LINE	BEARING	DIST.	LINE	BEARING	DIST.
L14	S89°00'E	62.0	L90	SOUTH	100.00
L15	S50°00'E	66.5	L91	EAST	100.00
L16	S45°00'E	23.0	L92	S64°35'E	100.00
L17	S33°10'E	79.2	L93	N25°25'E	166.03
L18	N09°04'E	46.55	L94	NORTH	250.00
L19	S87°01'E	401.814	L95	EAST	250.00
L20	S87°01'E	663.104	L96	NORTH	73.25
L21	SOUTH	151.0	L97	S87°01'E	118.38
L22	S87°01'E	218.98	L98	N07°15'W	100.00
L23	SOUTH	73.24	L99	S87°01'E	118.38
L24	N89°02'45"E	351.90	L100	N07°15'W	118.38
L25	S87°01'E	203.84	L101	N07°15'W	118.38
L26	S87°01'E	203.84	L102	N07°15'W	118.38
L27	S87°01'E	203.84	L103	N07°15'W	118.38
L28	S87°01'E	203.84	L104	N07°15'W	118.38
L29	S87°01'E	203.84	L105	N07°15'W	118.38
L30	S23°25'W	150.0	L106	N07°15'W	118.38
L31	N64°35'W	924.2	L107	N07°15'W	118.38
L32	S01°23'E	109.8	L108	N07°15'W	118.38
L33	EAST	23.8	L109	N07°15'W	118.38
L34	S44°09'E	176.6	L110	N07°15'W	118.38
L35	S64°14'E	128.8	L111	N07°15'W	118.38
L36	S00°15'W	184.4	L112	N07°15'W	118.38
L37	S47°44'E	184.3	L113	N07°15'W	118.38
L38	S33°23'E	143.3	L114	N07°15'W	118.38
L39	S47°44'E	139.1	L115	N07°15'W	118.38
L40	S85°52'E	38.5	L116	N07°15'W	118.38
L41	S44°47'W	185.0	L117	N07°15'W	118.38
L42	S16°14'W	38.5	L118	N07°15'W	118.38
L43	S74°46'W	178.54	L119	N07°15'W	118.38
L44	S7°08'W	188.	L120	N07°15'W	118.38
L45	S72°31'W	100.0	L121	N07°15'W	118.38
L46	EAST	100.0	L122	N07°15'W	118.38
L47	S72°31'W	100.0	L123	N07°15'W	118.38
L48	S1°08'W	172.04	L124	N07°15'W	118.38
L49	S1°08'W	172.04	L125	N07°15'W	118.38

**CURVE TABLE**

CHAIN	PIQUES	BETA	LENGTH	CHORD	ARC	CHORD
C1	320.00	32°40'30"	182.45	N87°55'00"W	72.58	172.58
C2	320.00	161°23'30"	101.70	N73°41'18"W	101.26	80.53
C3	320.00	147°27'35"	80.74	S89°56'42"W	80.53	80.53

**BASIS OF BEARINGS**

RECORD MAP OF SURVEY NO. 582

AS SHOWN

DETAIL

SCALE: 1" = 200'



REGISTERED PROFESSIONAL LAND SURVEYOR

*Michael C. Springer*

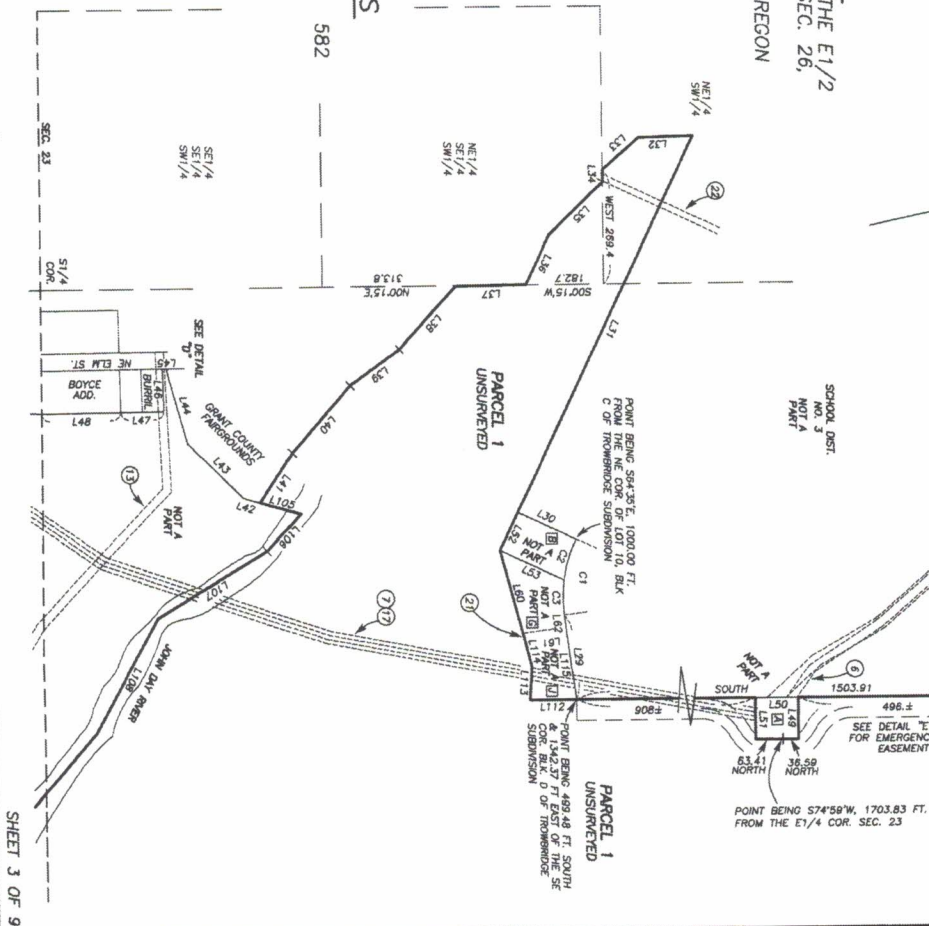
OREGON LAND SURVEYORS BOARD

NO. 3000

MICHAEL C. SPRINGER

#709118

EXPIRES: 6/30/2008





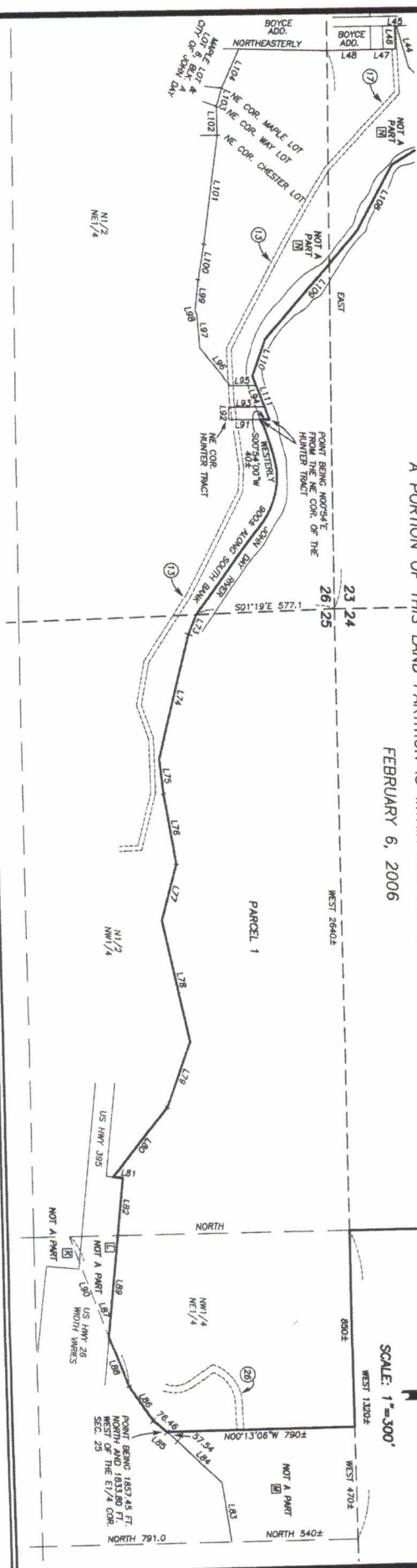
DETAIL "B"

LAND PARTITION PLAN NO. 2006-3

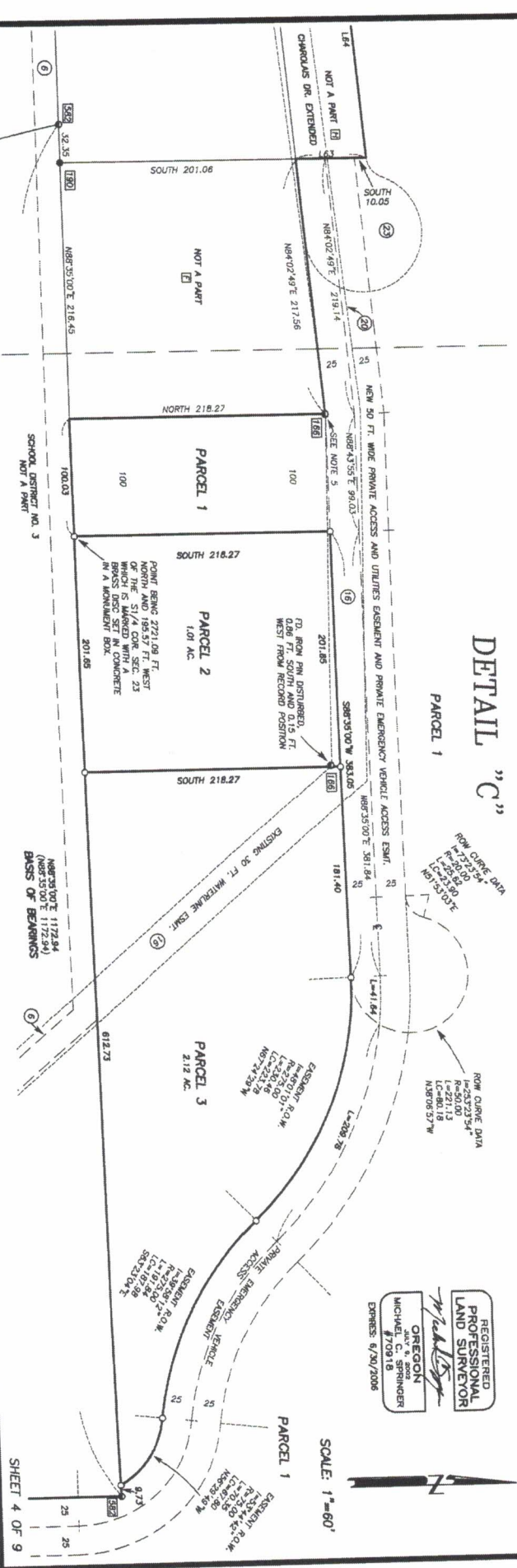
SITUATED IN SEC. 2, THE SE1/4 SEC. 10, SEC. 11, THE S1/2 SEC. 13, SEC. 14, THE E1/2 SEC. 15, SEC. 23, THE W1/2 SEC. 24, THE N1/2 SEC. 25 AND IN THE NE1/4 SEC. 26, T.13S, R.31E, W.M., GRANT COUNTY, OREGON

A PORTION OF THIS LAND PARTITION IS WITHIN THE CITY LIMITS OF JOHN DAY, OREGON

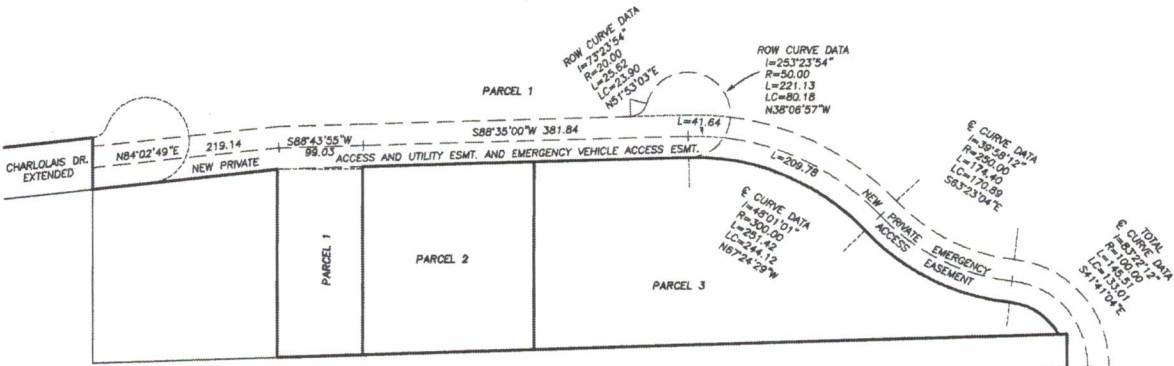
FEBRUARY 6, 2006



DETAIL "C"



REGISTERED PROFESSIONAL LAND SURVEYOR  
MICHAEL J. BOON  
EXPIRES 6/30/2006



### DETAIL "E"

## LAND PARTITION PLAT NO. 2006-2

SITUATED IN SEC. 2, THE SE1/4 SEC. 10, SEC. 11, THE S1/2 SEC. 13, SEC. 14, THE E1/2 SEC. 15, SEC. 23, THE W1/2 SEC. 24, THE N1/2 SEC. 25 AND IN THE NE1/4 SEC. 26, T.13S., R.31E., W.M., GRANT COUNTY, OREGON

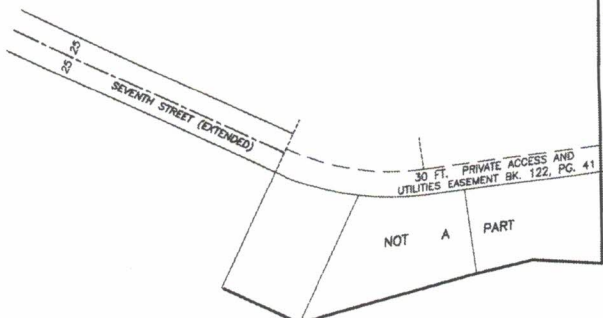
A PORTION OF THIS LAND PARTITION IS WITHIN THE CITY LIMITS OF JOHN DAY, OREGON

FEBRUARY 6, 2006

SCHOOL DISTRICT NO. 3  
NOT A PART



SCALE: 1"=100'



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*[Signature]*  
OREGON  
JULY 9, 2008  
MICHAEL C. SPRINGER  
#70918  
EXPIRES: 6/30/2008

# LAND PARTITION PLAT NO. 2006-2

SITUATED IN SEC. 2, THE SE1/4 SEC. 10, SEC. 11, THE S1/2 SEC. 13, SEC. 14, THE E1/2 SEC. 15, SEC. 23, THE W1/2 SEC. 24, THE N1/2 SEC. 25 AND IN THE NE1/4 SEC. 26, T.13S., R.31E., W.M., GRANT COUNTY, OREGON  
A PORTION OF THIS LAND PARTITION IS WITHIN THE CITY LIMITS OF JOHN DAY, OREGON

FEBRUARY 6, 2006

## SURVEYOR'S CERTIFICATE

I, MICHAEL C. SPRINGER, PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF OREGON, HEREBY CERTIFY THAT THE CORNERS, BOUNDARIES AND ANGLES WITH PROPER MONUMENTS AND MARKS OF THIS LAND PARTITION AND A PORTION OF THIS LAND PARTITION IS WITHIN THE CITY LIMITS OF JOHN DAY, OREGON, SAID LAND PARTITION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TWP 13 S., R. 31 E., W.M., GRANT COUNTY, OREGON:

SEC. 2, LOTS 1, 2, 3, 4, S1/2N1/2, S1/2  
SEC. 10, SE1/4  
SEC. 13, S1/2  
SEC. 14, ALL  
SEC. 15, BEGINNING AT A POINT ON THE NORTH LINE, 33.0 FEET EAST OF THE NORTH QUARTER CORNER OF SAID

THENCE S. 20° 00' E., 163.0 FEET;  
THENCE S. 34° 00' E., 1046.0 FEET;  
THENCE S. 46° 30' W., 493.0 FEET;  
THENCE S. 7° 00' E., 528.0 FEET;  
THENCE S. 7° 00' E., 625.0 FEET;  
THENCE S. 3° 00' E., 625.0 FEET;  
THENCE S. 36° 00' W., 493.0 FEET;  
THENCE S. 5° 45' W., 423.0 FEET;  
THENCE S. 36° 30' E., 462.0 FEET;  
THENCE S. 36° 30' E., 423.0 FEET;  
THENCE EAST 1083.7 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SEC. 15;  
THENCE SOUTH 883.74 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID SEC. 15;  
THENCE WEST 280.0 FEET TO THE PLACE OF BEGINNING.

SEC. 23 BEGINNING AT A POINT ON THE WEST SECTION LINE OF SAID SEC. 23, SAID POINT BEING 311.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 23, SAID POINT BEING 111.0 FEET EAST OF THE CORNER TRACT CONVERTED BY DEED RECORDED AUG. 7, 1910 IN BOOK 104, PAGE 92, DEED RECORDS OF GRANT COUNTY, OREGON;

THENCE SOUTH 20.0 FEET, MORE OR LESS, TO THE CENTER LINE OF THE OLD JOHN DAY-LONG CREEK COUNTY ROAD; THENCE ALONG THE CENTER LINE OF SAID COUNTY ROAD, AS FOLLOWS:  
S. 50° 00' E., 62.0 FEET;  
S. 46° 00' E., 66.5 FEET;  
S. 53° 10' E., 178.2 FEET; TO A POINT ON THE WEST LINE OF CHAROLAS HEIGHTS SUBDIVISION, AS FOLLOWS:  
N. 6° 04' E., 163.89 FEET;  
N. 6° 28' E., 408.53 FEET;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1, 178.0 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH ALONG THE WEST BOUNDARY OF LOTS 1-5 OF SAID CHAROLAS HEIGHTS SUBDIVISION, AS FOLLOWS:  
N. 6° 28' E., 408.53 FEET;  
N. 6° 04' E., 163.89 FEET;  
THENCE SOUTH 75.0 FEET TO THE NORTHEAST CORNER OF SAID CHAROLAS HEIGHTS SUBDIVISION;  
THENCE SOUTH, ALONG THE EAST BOUNDARY OF SAID LOT 5, 151.00 FEET TO A POINT ON THE NORTH BOUNDARY OF

THENCE S. 89° 03' E., 216.98 FEET TO THE NORTHEAST CORNER OF SAID CHAROLAS HEIGHTS SUBDIVISION;  
THENCE SOUTH 75.0 FEET TO THE NORTHEAST CORNER OF LOT 18 IN SAID CHAROLAS HEIGHTS SUBDIVISION;  
THENCE N. 89° 38' E., 118.33 FEET;  
THENCE SOUTH 20.0 FEET TO THE SOUTH LINE OF THE PROPERTY CONVERTED TO GRANT ADMINISTRATIVE SCHOOL, DIST. NO. 3 BY DEED RECORDED NOV. 2, 1979 IN BOOK 122, PAGE 41, DEED RECORDS OF GRANT COUNTY, OREGON;

THENCE N. 89° 35' 00" E., TO THE NORTHEAST CORNER OF SAID SCHOOL PROPERTY;  
THENCE S. 62° 43' 00" W., 203.64 FEET;  
THENCE 182.49 FEET ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE RIGHT, (THE LONG CHORD WHICH BEARS N. 80° 55' 00" W., 179.89 FEET);  
THENCE S. 62° 23' W., 150.0 FEET;  
THENCE S. 1° 23' E., 104.2 FEET;

THENCE S. 41° 13' E., 108.6 FEET TO THE SOUTH LINE OF THE NE1/4SW1/4 OF SAID SEC. 23, SAID POINT BEING 288.4 FEET WEST OF THE SOUTHWEST CORNER OF SAID NE1/4SW1/4;  
THENCE S1/2, ALONG SAID SOUTH LINE, 29.6 FEET;  
THENCE S. 64° 14' E., 128.8 FEET TO THE EAST LINE OF THE SE1/4SW1/4 OF SAID SEC. 23;  
THENCE S. 0° 15' W. OF THE NORTHEAST CORNER OF THE SE1/4SW1/4 OF SAID SEC. 23;

THENCE S. 0° 15' W., ALONG SAID EAST LINE TO A POINT THAT IS N. 0° 15' E., 313.6 FEET FROM THE NORTHEAST CORNER OF THE SE1/4SW1/4 OF SAID SEC. 23;  
THENCE S. 35° 23' E., 143.3 FEET;  
THENCE S. 49° 04' E., 207.9 FEET;  
THENCE S. 56° 57' E., 136.1 FEET;  
THENCE S. 46° 47' W., 181.0 FEET;  
THENCE S. 74° 46' W., 178.5 FEET, MORE OR LESS, TO THE EAST LINE OF NE ELM STREET;

THENCE S. 1° 08' W., ALONG SAID EAST LINE, TO THE NORTHEAST CORNER OF THE BARNER TRACT DESCRIBED IN DEED RECORDED OCTOBER, 4, 1987, IN BOOK 97, PAGE 512, DEED RECORDS OF GRANT COUNTY, OREGON.

## SURVEYOR'S CERTIFICATE CONTINUED

THENCE EAST 100.0 FEET;  
THENCE S. 0° 27' N., 100.0 FEET TO THE NORTHEAST CORNER OF BOVE ADDITION;  
THENCE S. 1° 08' W., ALONG THE EAST LINE OF SAID BOVE ADDITION, 172.0 FEET, MORE OR LESS, TO THE SOUTH SECTION LINE OF SAID SEC. 23, TO THE SOUTHWEST CORNER OF SAID SEC. 23;  
THENCE NORTH, ALONG THE EAST SECTION LINE OF SAID SEC. 23, TO THE NORTHEAST CORNER OF SAID SEC. 23;  
THENCE WEST, ALONG THE NORTH SECTION LINE OF SAID SEC. 23, TO THE NORTHWEST CORNER OF SAID SEC. 23;  
THENCE SOUTH, ALONG THE WEST SECTION LINE OF SAID SEC. 23, TO THE PLACE OF BEGINNING.

[A] EXCEPTING THEREFROM, THAT PORTION OF THE NW1/4SE1/4 DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT THAT IS S. 74° 59' W., 170.83 FEET FROM THE EAST QUARTER CORNER OF SAID SEC. 23;  
THENCE NORTH, 100.00 FEET;  
THENCE SOUTH, 100.00 FEET;  
THENCE EAST, 100.00 FEET;  
THENCE NORTH, 63.41 FEET TO THE PLACE OF BEGINNING, AND KNOWN AS WELL NO. 3 OF THE CITY OF JOHN DAY.

[B] ALSO EXCEPTING THEREFROM, A PARCEL OF LAND IN THE W1/2SE1/4 DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 10, 229.9 FEET WEST OF THE SOUTH QUARTER CORNER OF SAID SEC. 23;  
THENCE SOUTH 60.51 FEET NORTH AND 224.9 FEET WEST OF THE SOUTH QUARTER CORNER OF SAID SEC. 23;  
THENCE S. 64° 35' E., 100.00 FEET TO THE TRUE POINT OF BEGINNING;

[C] ALSO EXCEPTING THEREFROM, A TRACT OF LAND SITUATED IN THE SE1/4NW1/4 DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT WHICH IS 483.67 FEET NORTH AND 195.44 FEET EAST OF THE WEST 1/4 CORNER OF SAID SEC. 23;  
THENCE EAST, 250.00 FEET;  
THENCE SOUTH, 250.00 FEET;  
THENCE WEST, 250.00 FEET TO THE POINT OF BEGINNING.

[D] ALSO EXCEPTING THEREFROM, THAT PORTION WITHIN THE JOHN DAY-LONG CREEK COUNTY ROAD RIGHT OF WAY, BEGINNING AT A POINT WHICH IS 483.67 FEET NORTH AND 195.44 FEET EAST OF THE WEST 1/4 CORNER OF SAID SEC. 23;  
THENCE EAST, 250.00 FEET;  
THENCE SOUTH, 250.00 FEET;  
THENCE WEST, 250.00 FEET TO THE POINT OF BEGINNING.

[E] ALSO EXCEPTING THEREFROM, THAT PORTION CONVERTED TO THE CITY OF JOHN DAY, BY DEED RECORDED MARCH 22, 1984, IN BOOK 136, PAGE 525, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
A TRACT OF LAND IN THE N1/2 OF SAID SECTION 23 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 18 CHAROLAS HEIGHTS ADDITION TO THE CITY OF JOHN DAY, THENCE NORTH, ALONG THE NORTH LINE OF SAID LOT 18, 118.33 FEET TO THE NORTHEAST CORNER OF SAID CHAROLAS HEIGHTS ADDITION, THENCE SOUTH, ALONG THE EAST LINE OF SAID ADDITION AND THE EAST END OF CHAROLAS DRIVE, 75.04 FEET TO THE POINT OF BEGINNING.

[F] ALSO EXCEPTING THEREFROM, THAT PARCEL CONVERTED TO DAVID L. HOLLISTROM, ETUX, BY DEED RECORDED JANUARY 13, 1989, IN BOOK 138, PAGE 188, DESCRIBED AS FOLLOWS:  
A TRACT OF LAND IN THE S1/2N1/2 OF SAID SECTION 23, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE NORTH, ALONG THE WEST BOUNDARY OF SAID SECTION 23, 351.9 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED IN BOOK 104, PAGE 11, DEED RECORDS OF GRANT COUNTY, OREGON, AND THE TRUE POINT OF BEGINNING, THENCE N87°02'49"E, 217.56 FEET TO A 2 1/2" X 3 1/2" IRON PIN ON THE SOUTHERLY SIDE OF THE CITY'S 30 FOOT WATER LINE EASEMENT, AS SHOWN ON THE PLAT OF SAID SECTION 23, DESCRIBED AS FOLLOWS:  
A TRACT OF LAND IN THE S1/2N1/2 OF SAID SECTION 23, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE SOUTH, 218.27 FEET TO THE NORTHERLY LINE OF A CERTAIN CITY ROAD EASEMENT, RECORDED IN BOOK 90, PAGE 608, DEED RECORDS OF GRANT COUNTY, OREGON, THENCE S89°35'W, ALONG THE NORTHERLY LINE OF SAID EASEMENT, 218.48 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AS FOLLOWS:  
A TRACT OF LAND IN THE S1/2N1/2 OF SAID SECTION 23, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE EAST LINE OF SAID TRACT, 201.06 FEET TO THE TRUE POINT OF BEGINNING.

[G] ALSO EXCEPTING THEREFROM, THAT PARCEL CONVERTED TO MARY J. HOLLISTROM, ETUX, BY DEED RECORDED MAY 12, 1985, IN BOOK 138, PAGE 796, AS FOLLOWS: A TRACT OF LAND SITUATED IN THE SW1/4SE1/4 OF SAID SECTION 23, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 10, BLOCK "C", OF THE THORNBROOK SUBDIVISION OF GRANT COUNTY, OREGON, THENCE S43°35' E., 160.00 FEET; THENCE S101°23' E., 101.23 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF THE JOHN E. HOLLISTROM, JR. TRACT; THENCE S23°23' W., ALONG THE EAST LINE OF SAID JOHN E. HOLLISTROM, JR. TRACT, 168.03 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, THENCE N125°12' E., 215.80 FEET; THENCE W19° W., 104.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 23, DESCRIBED AS FOLLOWS:  
A TRACT OF LAND IN THE SW1/4SE1/4 OF SAID SECTION 23, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 23, THENCE NORTH, ALONG THE EAST LINE OF SAID SECTION 23, 125.80 FEET TO THE TRUE POINT OF BEGINNING.

[H] ALSO EXCEPTING THEREFROM, THAT PARCEL CONVERTED TO THE CITY OF JOHN DAY, OREGON, BY DEED RECORDED MARCH 22, 1984, IN BOOK 136, PAGE 525, DESCRIBED AS FOLLOWS:  
SITUATED IN THE SE1/4NW1/4 OF SAID SECTION 23, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 10, OF THE CHAROLAS HEIGHTS ADDITION TO THE CITY OF JOHN DAY, THENCE N87°02'49"E, 118.33 FEET TO THE TRUE POINT OF BEGINNING, THENCE N87°02'49"E, 351.90 FEET; THENCE SOUTH, ALONG THE EAST LINE OF SAID SECTION 23, 100.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 23, THENCE WEST, ALONG THE NORTH SECTION LINE OF SAID SECTION 23, 100.00 FEET TO THE TRUE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE CONTINUED ON SHEET 7

REGISTERED PROFESSIONAL LAND SURVEYOR  
MICHAEL C. SPRINGER  
JAN 9, 2004  
#752918  
EXPRESSES 8/30/2008



# LAND PARTITION PLAT NO. 2006-2

SITUATED IN SEC. 2, THE SE1/4 SEC. 10, SEC. 11, THE S1/2 SEC. 13, SEC. 14, THE E1/2 SEC. 15, SEC. 23, THE W1/2 SEC. 24, THE N1/2 SEC. 25 AND IN THE NE1/4 SEC. 26, T.13S, R.31E, W.M., GRANT COUNTY, OREGON  
A PORTION OF THIS LAND PARTITION IS WITHIN THE CITY LIMITS OF JOHN DAY, OREGON

FEBRUARY 6, 2006

## THIS PARTITION SUBJECT TO THE FOLLOWING EASEMENTS:

1. RIGHTS OF THE PUBLIC IN AND TO ANY PORTION OF THE HEREIN ROADS OR HIGHWAYS.
2. SUBJECT TO ANY AND ALL MATTERS RELATING TO PROBATION DROVES OR ASSESSMENTS, IF ANY.
3. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF FOR THE CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO PEOPLES WEST COAST UTILITY COMPANY, RECORDED APRIL 22, 1983, BOOK 90, PAGE 512, 30 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
4. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF FOR THE CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO PEOPLES WEST COAST UTILITY COMPANY, RECORDED APRIL 22, 1983, BOOK 90, PAGE 512, 30 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
5. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF FOR THE CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO PEOPLES WEST COAST UTILITY COMPANY, RECORDED APRIL 14, 1984, BOOK 90, PAGE 512, 15 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
6. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO CITY OF JOHN DAY, OREGON, RECORDED MAY 13, 1964, BOOK 90, PAGE 608, APPROX. LOCATION SHOWN HEREIN.
7. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR A 3 FOOT WIDE WATERLINE EASEMENT AND, IN ADDITION, A 10 FOOT WIDE WATERLINE EASEMENT AS MORE PARTICULARLY DESCRIBED THEREIN, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO CITY OF JOHN DAY, OREGON, RECORDED MAY 13, 1964, BOOK 90, PAGE 610, APPROX. LOCATION SHOWN HEREIN.
8. PRIVATE EASEMENT FOR UTILITIES OVER AND ACROSS THE PREMISES FORMERLY INCLUDED WITHIN THE BOUNDARIES OF THAT PORTION OF ORIGIN OF THE DEED, NOW ACQUIRED BY ANY SUCH DEED, WACKED BY ORIGIN OF THE DEED, AND REFERRED TO AS SUCH DEED, WACKED BY ORIGIN OF THE COMMISSIONER'S JOURNAL, AT PAGE 51, NO SPECIFIC WIDTH, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
9. RIGHT OF WAY AND PERPETUAL PRIVATE EASEMENT CONVEYED AND APPROVED BY JUDGMENT OF THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF GRANT, CASE NO. L-4143, FILE NO. JR 1788, DATED FEBRUARY 14, 1983, IN FAVOR OF THE STATE OF OREGON THROUGH THE OREGON POWER AND LIGHT COMPANY, PLAINFIELD, OREGON, AND PROVISIONS THEREOF, REFERENCE TO WHICH IS HEREBY MADE, 20 FT. WIDE, APPROX. LOCATION SHOWN HEREIN.
10. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR THE CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO PEOPLES WEST COAST UTILITY COMPANY, RECORDED JANUARY 28, 1970, BOOK 102, PAGE 433, 10 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
11. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR CONSTRUCTION AND MAINTENANCE OF A WATERLINE TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO CITY OF JOHN DAY, OREGON, RECORDED JULY 31, 1972, BOOK 108, PAGE 801, ET SEQ. 15 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
12. AGREEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, REGARDING JOINT USE OF THE EXISTING ROAD, SINCE WACKED TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, BETWEEN BOUCE A. THORNBURG AND W. A. PATTERSON, RECORDED NOVEMBER 16, 1973, BOOK 110, PAGE 673, 60 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
13. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR CONSTRUCTION AND MAINTENANCE OF A SEWER LINE TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO CITY OF JOHN DAY, OREGON, RECORDED JANUARY 6, 1978, BOOK 118, PAGE 137, 20 FT. WIDE, APPROX. LOCATION SHOWN HEREIN.
14. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR EGRESS AND ACCESS TO CITY RESERVOIR NO. 2 TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO CITY OF JOHN DAY, OREGON, RECORDED MARCH 11, 1980, BOOK 122, PAGE 588, 50 FT. WIDE, APPROX. LOCATION SHOWN HEREIN.
15. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR CONSTRUCTION AND MAINTENANCE OF A BRAIN DITCH, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO CITY OF JOHN DAY, OREGON, RECORDED MARCH 11, 1980, BOOK 122, PAGE 590, 30 FT. WIDE, APPROX. LOCATION SHOWN HEREIN.
16. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR CONSTRUCTION AND MAINTENANCE OF A DOMESTIC WATERLINE TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO CITY OF JOHN DAY, OREGON, RECORDED MARCH 11, 1980, BOOK 122, PAGE 591, 35 FT. WIDE AND 30 FT. WIDE, APPROX. LOCATION SHOWN HEREIN.
17. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR A 3 FOOT WIDE WATERLINE EASEMENT AND, IN ADDITION, A 30 FOOT WIDE WATERLINE EASEMENT AS MORE PARTICULARLY DESCRIBED THEREIN, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO CITY OF JOHN DAY, OREGON, RECORDED MARCH 11, 1980, BOOK 122, PAGE 593, APPROX. LOCATION SHOWN HEREIN.
18. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO C. F. NATIONAL CORPORATION, RECORDED SEPTEMBER 17, 1982, BOOK 126, PAGE 910, 30 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
19. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR THE CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO C. F. NATIONAL CORPORATION, RECORDED SEPTEMBER 17, 1982, BOOK 126, PAGE 910, 30 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
20. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR EGRESS AND ACCESS GRANTED TO DAVID L. HOLLANDER, ETUX, RECORDED JANUARY 13, 1989, BOOK 138, PAGE 185, 30 FT. WIDE, APPROX. LOCATION SHOWN HEREIN.
21. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR EGRESS AND ACCESS GRANTED TO MARY J. HOLLANDER, ETUX, RECORDED JANUARY 13, 1989, BOOK 138, PAGE 185, 15 FT. WIDE, APPROX. LOCATION SHOWN HEREIN.
22. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR INSTALLATION AND MAINTENANCE OF STORM DRAIN FACILITY, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO CITY OF JOHN DAY, OREGON, RECORDED OCTOBER 10, 1988, BOOK 140, PAGE 822, 15 FT. WIDE, APPROX. LOCATION SHOWN HEREIN.
23. PUBLIC EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR TOWN TURN AROUND EASEMENT, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO CITY OF JOHN DAY, OREGON, RECORDED OCTOBER 10, 1988, BOOK 140, PAGE 822, 15 FT. WIDE, APPROX. LOCATION SHOWN HEREIN.
24. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR TELEPHONE EASEMENT, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO OREGON TELEPHONE CORPORATION, A CORP., RECORDED JUNE 8, 1994, BOOK 150, PAGE 100, 15 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
25. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO OREGON TRAIL ELECTRIC CONSUMERS COOPERATIVE, A CORP., RECORDED SEPTEMBER 7, 1994, BOOK 150, PAGE 100, 15 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
26. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO OREGON TRAIL ELECTRIC CONSUMERS COOPERATIVE, A CORP., RECORDED FEBRUARY 6, 1995, INSTR. NO. 950275, 30 FT. WIDE, APPROX. LOCATION SHOWN HEREIN.
27. AGREEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, REGARDING ROCK QUARRY AND STOCKPILE SITE, INCLUDING THE TERMS AND PROVISIONS THEREOF, BETWEEN DOWA HOLLANDER AND GRANT COUNTY, RECORDED FEBRUARY 6, 1995, INSTR. NO. 950275, 30 FT. WIDE, APPROX. LOCATION SHOWN HEREIN, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION, NO SPECIFIC WIDTH FOR ACCESS.
28. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR THE CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO OREGON TRAIL ELECTRIC CONSUMERS COOPERATIVE, A CORP., RECORDED FEBRUARY 27, 1995, INSTR. NO. 950397, 13 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
29. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR THE CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO OREGON TRAIL ELECTRIC CONSUMERS COOPERATIVE, A CORP., RECORDED OCTOBER 28, 1997, INSTR. NO. 971178, 13 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
30. PRIVATE EASEMENT INCLUDING THE TERMS AND PROVISIONS THEREOF, FOR CONSTRUCTION AND MAINTENANCE OF TRANSMISSION LINES AND POLES, TOGETHER WITH ALL APPURTENANCES THERETO AS MORE PARTICULARLY DESCRIBED THEREIN, GRANTED TO OREGON TRAIL ELECTRIC CONSUMERS COOPERATIVE, A CORP., RECORDED APRIL 23, 2002, INSTR. NO. 020973, 20 FT. WIDE, NOT PLOTTED DUE TO INSUFFICIENT DATA IN THE DEED DESCRIPTION.
31. EASEMENT, RIGHTS OF WAY AND RESERVATIONS AS THE SAME MAY EXIST ON APPLICABLE RECORDS.

REGISTERED PROFESSIONAL LAND SURVEYOR  
MICHAEL C. SPRINGER  
#70915  
EXPRESS 6/30/2008

**LAND PARTITION PLAT NO. 2006-2**  
 SITUATED IN SEC. 2, THE SE1/4 SEC. 10, SEC. 11, THE S1/2 SEC. 13, SEC. 14, THE E1/2  
 SEC. 15, SEC. 23, THE W1/2 SEC. 24, THE N1/2 SEC. 25 AND IN THE NE1/4 SEC. 26,  
 T.13S., R.31E., W.M., GRANT COUNTY, OREGON  
 A PORTION OF THIS LAND PARTITION IS WITHIN THE CITY LIMITS OF JOHN DAY, OREGON

FEBRUARY 6, 2006

NARRATIVE

THIS SURVEY WAS PERFORMED AT THE REQUEST OF DAVID HOLLANDER, THE  
 PURPOSE OF THIS LAND PARTITION WAS TO SURVEY PARCEL 2 AND PARCEL 3  
 OF THIS LAND PARTITION, AS SHOWN HEREON.  
 A SEARCH WAS MADE OF THE AVAILABLE RECORDS PERTAINING TO THIS  
 SURVEY AND THE RESULTS OF THE SEARCH ARE SET FORTH IN THE  
 FROM RECORD SURVEY NOS 166, 180 AND 362. I ACCEPT THE APPURTENANT  
 MONUMENTS FROM THESE SURVEYS, AS SHOWN HEREON.  
 NEW MONUMENTS WERE SET IN ACCORDANCE WITH THE EVIDENCE FOUND AND AT  
 LOCATIONS APPROVED BY MR. HOLLANDER, AS SHOWN HEREON.

APPROVALS

APPROVED THIS 6<sup>th</sup> DAY OF Feb., 2006  
 DAVID HOLLANDER  
 DAVID HOLLANDER  
 GRANT COUNTY SURVEYOR

APPROVED THIS 9<sup>th</sup> DAY OF FEB., 2006.  
 JOHN DAY  
 CITY OF JOHN DAY

ALL 40 WAREHOUSING AND SPECIAL ASSESSMENTS DUE  
 PURSUANT TO LAW HAVE BEEN ASSESSED AND COLLECTED.  
 GRANT COUNTY ASSESSOR & TAX COLLECTOR  
 DATE: 02-23-2006

I DO HEREBY CERTIFY THAT THIS PLAT WAS RECEIVED  
 ON THE 03<sup>rd</sup> DAY OF February 2006 AT 10:00 O'CLOCK  
 AM, and recorded as LAND PARTITION PLAT  
 NO. 2006-2 GRANT COUNTY RECORDS.  
 KELLY THURMOND  
 GRANT COUNTY CLERK

RECEIVED AND  
 FILED

FEB 23, 2006  
 OFFICE OF COUNTY SURVEYOR

ATTEST: *James E. Taylor*



DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, DAVID L. AND FRANCES M.  
 HOLLANDER, HUSBAND AND WIFE, DO HEREBY DECLARE THAT WE ARE THE OWNERS  
 OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND THAT WE HAVE  
 DIVIDED SAID LAND TO BE PARTITIONED INTO PARCELS IN ACCORDANCE WITH THE  
 PROVISIONS OF ORS CHAPTER 51, AS SHOWN HEREON.

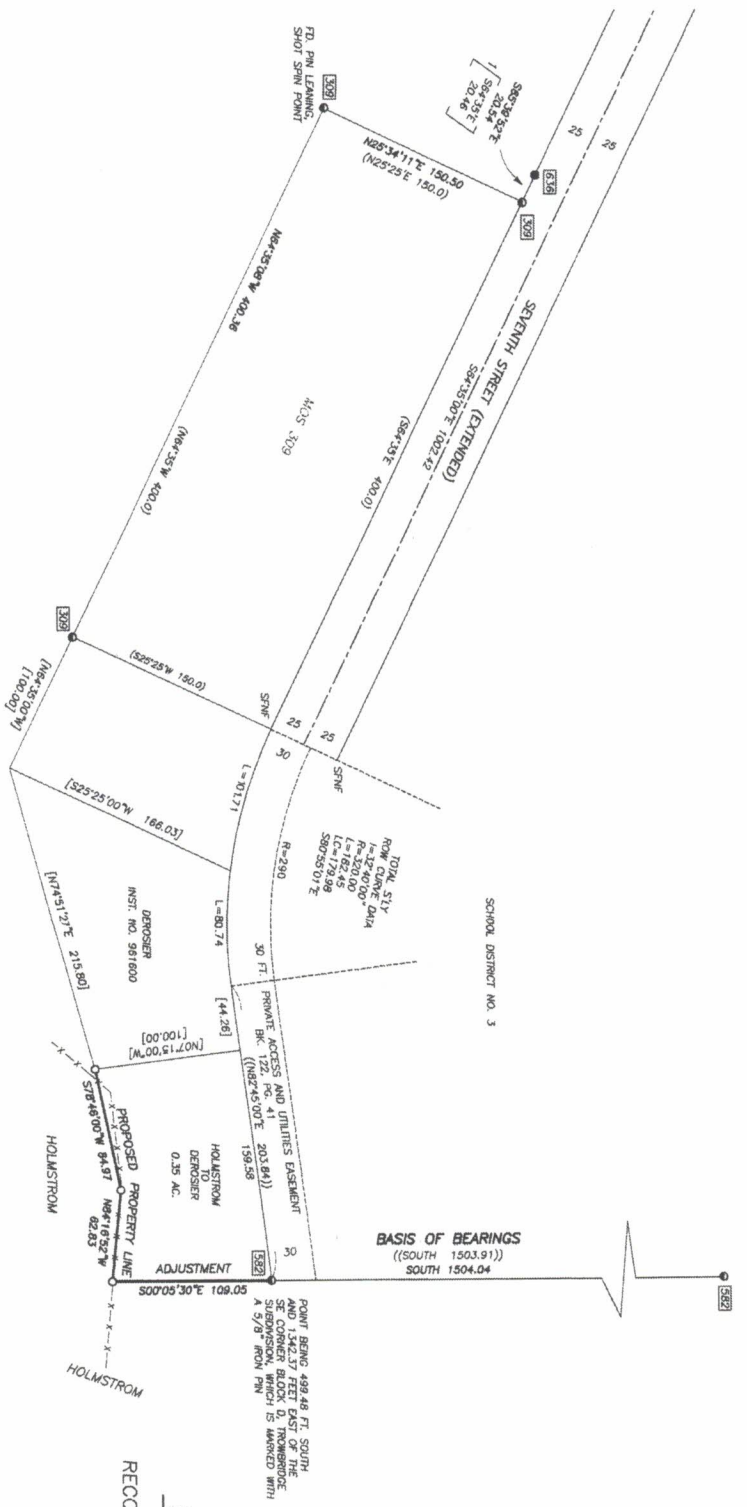
WE DO HEREBY GRANT A PRIVATE ACCESS AND UTILITIES EASEMENT OVER AND  
 FOR THE PURPOSES OF THE CONSTRUCTION AND MAINTENANCE OF SAID EASEMENT  
 THE PROPOSED ACCESS AND EGRESS TO NW CHAROLAS DRIVE (EXTENDED) AND  
 FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITIES, SAID EASEMENT BEING 50  
 FEET IN WIDTH, 25 FEET ON EACH SIDE OF THE CENTERLINE OF SAID EASEMENT  
 AND INCLUDING A ONE-DEGREE TURNING A 50 FOOT RADIUS, AS SHOWN HEREON.

ALSO, WE DO HEREBY GRANT A PRIVATE EMERGENCY VEHICLE ACCESS EASEMENT  
 OVER AND FOR THE PURPOSES OF THE CONSTRUCTION AND MAINTENANCE OF SAID EASEMENT  
 TO THAT CERTAIN PRIVATE ACCESS AND EGRESS FROM CHAROLAS DRIVE (EXTENDED)  
 TO THE PROPOSED ACCESS AND EGRESS TO NW CHAROLAS DRIVE (EXTENDED) BEING  
 BOUNDARIED WITH THE ADJACENTED PRIVATE ACCESS AND UTILITIES EASEMENT  
 AND CONTINUING OVER AND ACROSS A PORTION OF PARCEL 1, AS SHOWN HEREON.  
 SAID EASEMENT BEING VARIABLE IN WIDTH, AS SHOWN HEREON.

ACKNOWLEDGMENT  
 STATE OF OREGON, SS  
 BY DAVID L. HOLLANDER AND FRANCES M. HOLLANDER, HUSBAND AND WIFE.  
 Notary Public for Oregon  
 MY COMMISSION EXPIRES 11/22/07



- NOTES:**
1. THE SECTION AND SECTION SUBDIVISION LINES SHOWN ARE  
 PROTRACTED FOR GENERAL INFORMATION ONLY.
  2. THE LOCATIONS OF ALL HIGHWAYS, ROADS, STREETS, AND  
 UTILITIES ARE SHOWN AS SHOWN HEREON.
  3. ALL UNSURVEYED BOUNDARIES AND DISTANCES ARE APPROXIMATE.
  4. THE UNSURVEYED LINES AND AREAS MARKED HEREON MAY  
 CHANGE UPON EXECUTION OF AN ACTUAL SURVEY.
  5. THE FOUND IRON PIN MONUMENT FROM RECORD SURVEY NO.  
 166 IS DESTROYED. PIN FOUND 0.07 FT. SOUTH AND 0.15 FT.  
 EAST FROM RECORD POSITION.



**BASIS OF BEARINGS**  
 RECORD MAP OF SURVEY NO. 582  
 AS SHOWN

**REFERENCES**  
 RECORD MAP OF SURVEY NO.'S 309, 982, 636 & 1117  
 DEED RECORD INSTRUMENT NO. 981600 & 212719  
 DEED RECORD BOOK 122 PAGE 35

**NARRATIVE**

THIS SURVEY WAS PREPARED AT THE REQUEST OF DAVE HOLMSTROM, THE PURSUEE OF THIS SURVEY WAS TO LOCATE THE PROPOSED PROPERTY ADJUSTMENT LINE, AS SHOWN HEREON.

A SEARCH WAS MADE OF THE AVAILABLE RECORDS PERTAINING TO THIS SURVEY. I MADE FIELD MEASUREMENTS TO LOCATE THE APPURTENANT MONUMENTS SHOWN ON RECORD SURVEY NO.'S 309, 982 AND 636. SEVERAL OF THE SURVEY MONUMENTS WERE LOCATED EXACTLY THIS SURVEY WERE DISTURBED DUE TO FENCING AND PLANT OVERGROWTH.

I HUNG THE FOUND PIN FROM SURVEY NO. 982 AT THE SE CORNER OF THE SCHOOL DISTRICT TRACT AND THE FOUND PIN FROM SURVEY NO. 636 AS BEING ON THE SAME STRAIGHT LINE OF THE PROPOSED PROPERTY ADJUSTMENT LINE. THE DISTANCE I DETERMINED THE DISTANCE TRACT AS DESCRIBED IN INSTRUMENT NO. 981600, GRANT COUNTY RECORDS.

I SET NEW MONUMENTS ON THE PROPOSED PROPERTY ADJUSTMENT LINE ACCORDING TO THE EVIDENCE FOUND AND AT LOCATIONS APPROVED BY MR. HOLMSTROM, AS SHOWN HEREON.

**LEGEND**

- FOUND 5/8" IRON PIN
- FOUND 3/8" IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED 582 SURVEY MARKER
- SET 5/8" X 30" IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED 582 SURVEY MARKER
- ( ) RECORD BEARING AND DISTANCE FROM SURVEY NO. 309
- (( )) RECORD BEARING AND DISTANCE FROM SURVEY NO. 982
- [ ] DEED RECORD BEARING AND DISTANCE
- [ ] DEED RECORD BEARING AND DISTANCE
- [ ] DEED RECORD BEARING AND DISTANCE FROM SURVEY NO. 636
- SNF MONUMENT SEARCHED FOR, NOT FOUND
- FOUND MONUMENT FROM RECORDED SURVEY NO. □
- SURVEY NO. APPEARS IN BOX
- X—X FENCE LINE

RECEIVED AND  
 FILED

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

JUNE 8, 2005  
 OFFICE OF COUNTY CLERK  
 CLATSOP COUNTY, OREGON

MICHAEL J. ROSS  
 #70918

**BAGETT, GRIFFITH & BLACKMAN**  
 217 N. Canyon Blvd., John Day, Oregon

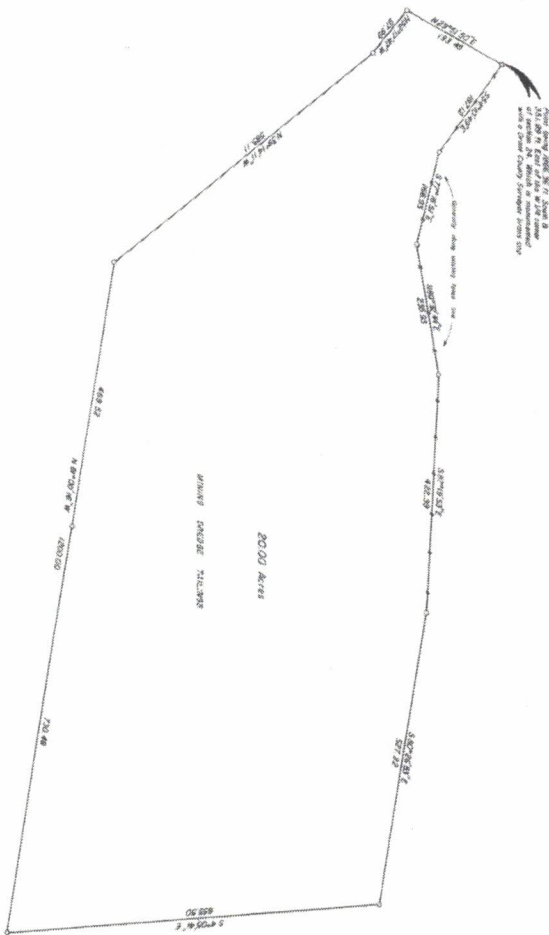
MAP OF SURVEY  
 PROPOSED PROPERTY LINE ADJUSTMENT  
 SITUATED IN THE SW1/4SE1/4 SECTION 23,  
 T13S., R31E., S1E.,  
 GRANT COUNTY, OREGON

SURVEYED FOR  
 DAVE HOLMSTROM

SURVEYED BY  
 MGS & ROB

Scale: 1"=40'  
 Drawn By: MGS  
 6/9/2005

RECORD MAP OF SURVEY NO. 1733



Notes: This survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, Chapter S. 5, and the Survey Act Regulations, S.O. 1990, Chapter 539. This survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, Chapter S. 5, and the Survey Act Regulations, S.O. 1990, Chapter 539.



**BASIS OF BEGINNING**  
SCLAR OBSERVATION

**LEGEND**  
D  
SCLAR OBSERVATION

**REFERENCES**  
Project: [unreadable] 2000 ACRES

**WARRANTY:** The Surveyor warrants that the survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, Chapter S. 5, and the Survey Act Regulations, S.O. 1990, Chapter 539. The Surveyor warrants that the survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, Chapter S. 5, and the Survey Act Regulations, S.O. 1990, Chapter 539.

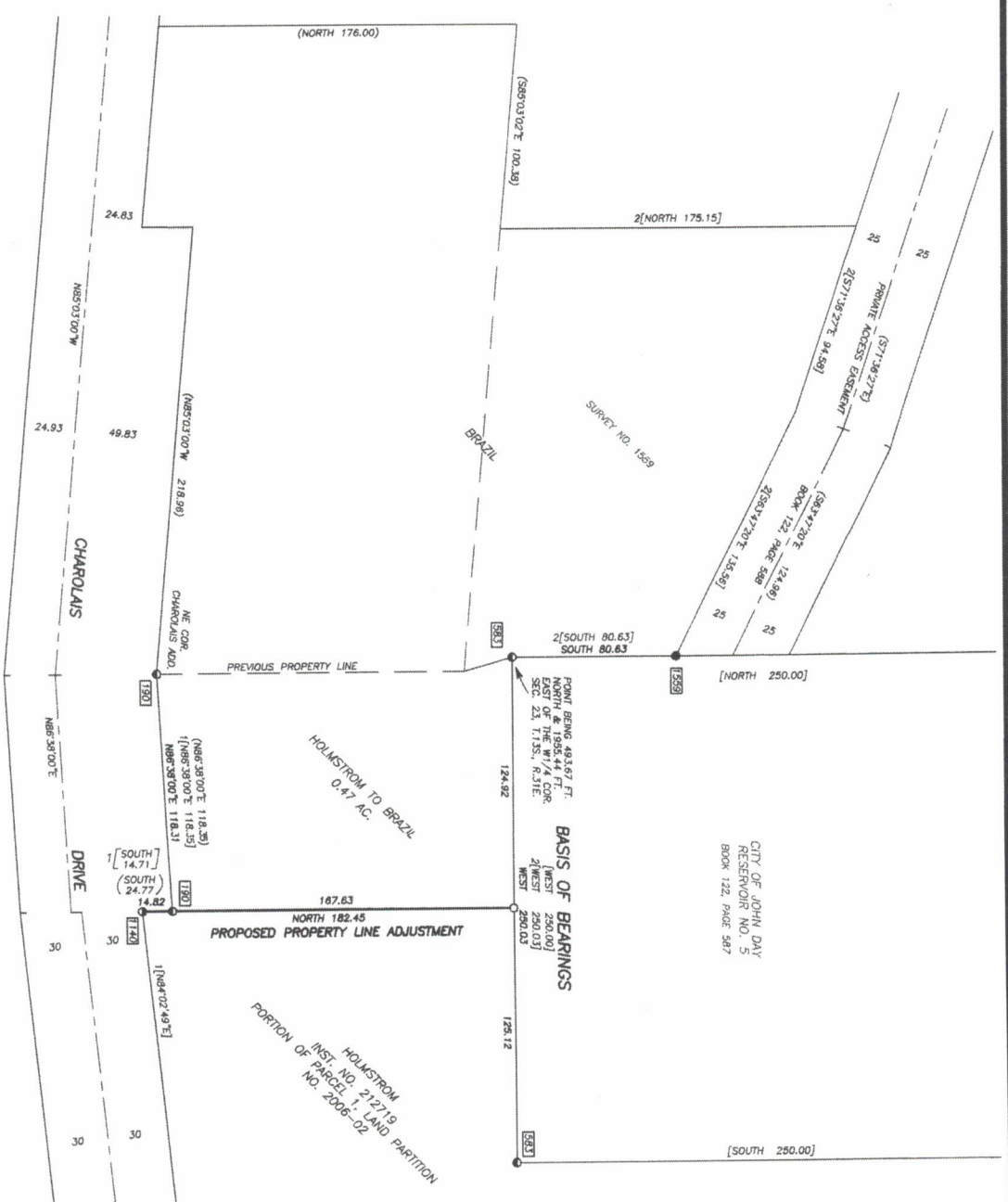
**RECEIVED AND FILED**  
MR. J. [unreadable]  
CHIEF CLERK

REGISTERED  
LAND SURVEYOR  
[Signature]  
SCLAR OBSERVATION

<b>SAEYTT - GRIFFIN &amp; ASSOCIATES</b>	1000 BAYVIEW AVE. SUITE 1000
DATE OF SURVEY	2/18/08
SURVEYED BY	A. J. [unreadable]
SCALE	1:5000

RECORD MAP OF SURVEY NO. 850





CITY OF JOHN DAY  
RESERVOIR NO. 5  
BOOK 122, PAGE 587



**BASIS OF BEARINGS**  
RECORD SURVEY NO. 583  
AS SHOWN

**LEGEND**

- FOUND 5/8" IRON PIN - NO CAP
- FOUND 5/8" IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED BEA SURVEY MARKER
- FOUND 5/8" IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED BOB SURVEY MARKER
- SET 5/8"x30" IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED BENCHMARK LAND SURVEYING
- ( ) RECORD BEARING AND DISTANCE
- [ ] RECORD BEARING AND DISTANCE FROM SURVEY NO. 583
- [ ] RECORD BEARING AND DISTANCE FROM SURVEY NO. 1140
- [ ] RECORD BEARING AND DISTANCE FROM SURVEY NO. 1559
- FOUND MONUMENT FROM RECORDED SURVEY NO.

**REFERENCES**

RECORD MAP OF SURVEY NO. S 190, 583, 1140 & 1559  
DEED RECORD INSTRUMENT NO. S 201546 & 212719  
LAND PARTITION PLAN NO. 2008-02

**NARRATIVE**

THIS SURVEY WAS PERFORMED AT THE REQUEST OF JOHN BRAZIL. THE PURPOSE OF THIS SURVEY WAS TO RECONSTRUCT THE PROPERTY LINE ADJUSTMENT BETWEEN LANDS OWNED BY MR. BRAZIL AND DAVE HOLMSTROM, AS SHOWN HEREON.  
A SEARCH WAS MADE OF THE AVAILABLE RECORDS PERTAINING TO THIS SURVEY. I MADE FIELD MEASUREMENTS TO RECONSTRUCT THE PROPERTY LINE ADJUSTMENT BETWEEN LANDS OWNED BY MR. BRAZIL AND DAVE HOLMSTROM, AS SHOWN HEREON.  
I ACCEPT THE APPROPRIATE FOUND MONUMENTS FROM THESE SURVEYS, AS SHOWN HEREON.  
I SET NEW MONUMENTS AT POSITIONS APPROVED BY BOTH PARTIES AND ACCORDING TO THE EVIDENCE FOUND.  
I ALSO PROVIDED A LEGAL DESCRIPTION FOR THE TRACT OF LAND TO BE CONVEYED TO MR. BRAZIL.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Michael J. Jones*  
MICHAEL J. JONES  
JAN. 9, 2008  
#10919  
EXPIRES: 6/30/2010

RECEIVED AND  
FILED  
March 28, 2009

OFFICE OF COUNTY SURVEYOR

ATTEST: *Michael J. Jones*



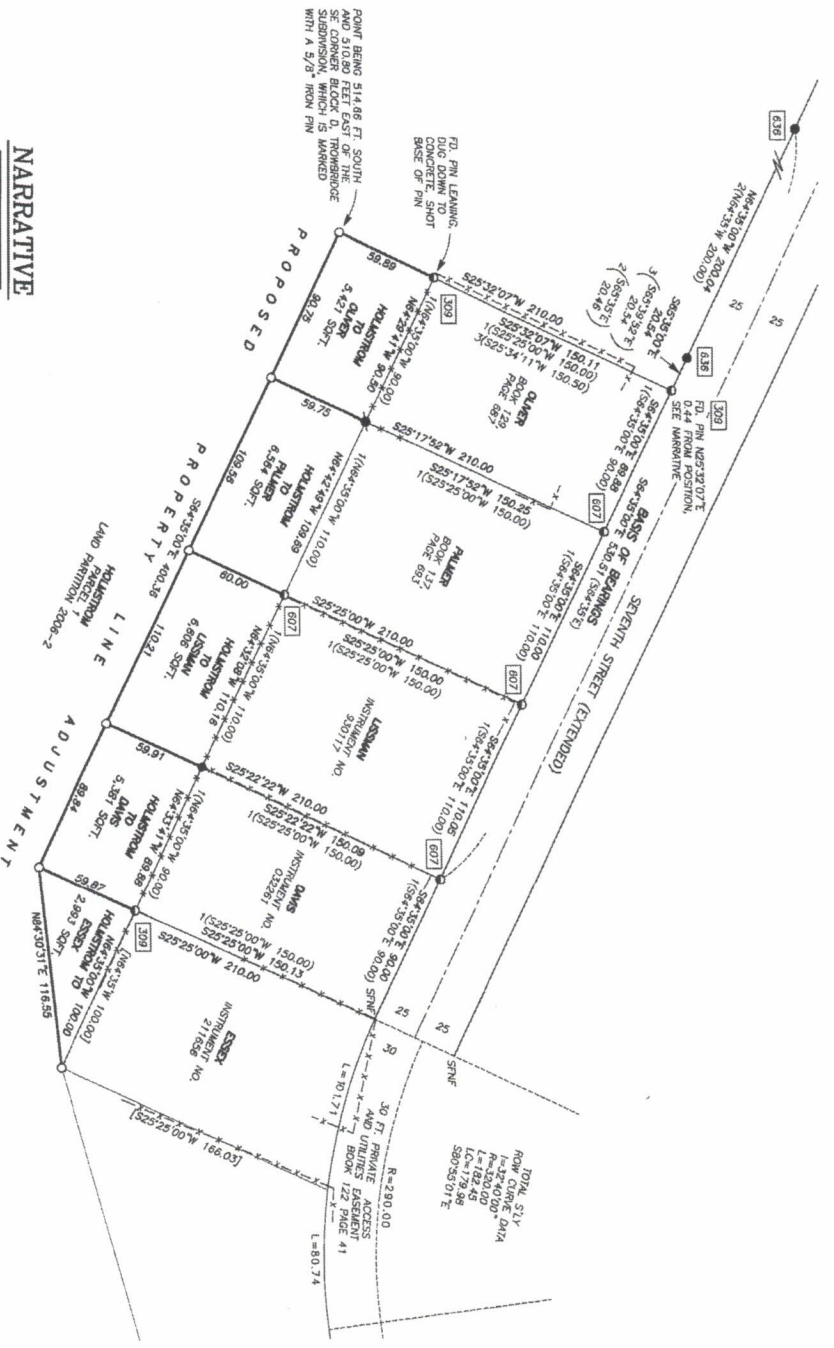
BENCHMARK LAND SURVEYING  
217 N. CANYON BLVD., JOHN DAY, OREGON  
2101 MAIN STREET, STE 223 BAKER CITY, OREGON  
541-575-1251 ~ 800-639-0516

PROPOSED PROPERTY LINE ADJUSTMENT  
STATED IN THE SURVEY MAP OF JOHN DAY, OREGON  
CITY OF JOHN DAY, GOV'T COUNTY, OREGON

MAP OF SURVEY  
SURVEYED FOR JOHN BRAZIL & DAVE HOLMSTROM  
SURVEYED BY MCS & JH  
4/23/2009

Scale: 1"=40'  
Drawn by: MCS

RECORD MAP OF SURVEY NO. 1864



**BASIS OF BEARINGS**  
SOUTHERLY RIGHT OF WAY LINE OF SEVENTH STREET (EXTENDED) BEARS S64°35'00" E

**LEGEND**

- FOUND 5/8" IRON PIN - NO CAP
- FOUND 5/8" IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED BENCHMARK SURVEYING
- ◆ FD 1/2" IRON PIN - SEE MARGIN
- ◇ FD 1/4" IRON PIN SET IN CONCRETE - SEE MARGIN
- SET 5/8"x30" IRON PIN WITH ATTACHED YELLOW PLASTIC CAP MARKED BENCHMARK SURVEYING
- ( ) DEED RECORD BEARING AND DISTANCE
- ( ) RECORD BEARING AND DISTANCE FROM SURVEY NO. 309
- ( ) RECORD BEARING AND DISTANCE FROM SURVEY NO. 607
- 2( ) RECORD BEARING AND DISTANCE FROM SURVEY NO. 696
- 3( ) RECORD BEARING AND DISTANCE FROM SURVEY NO. 1733
- FOUND MONUMENT FROM RECORDED SURVEY NO.
- X—X FENCE LINE
- SNM MONUMENT SEARCHED FOR, NOT FOUND

**NARRATIVE**

THIS SURVEY WAS PERFORMED AT THE REQUEST OF DAWE HOLMSTROM, THE PURPOSE OF THIS SURVEY WAS TO MONUMENT THE PROPOSED PROPERTY LINE ADJUSTMENTS, AS SHOWN HEREON.

A SEARCH WAS MADE OF THE AVAILABLE RECORDS PERTAINING TO THIS SURVEY, FIELD MEASUREMENTS WERE MADE TO LOCATE APPROPRIATE MONUMENTS FROM RECORD MAP OF SURVEY NO. S 309, 607 AND 638.

MOST OF THE PINS FROM SURVEYS 309 AND 607 ALONG THE SOUTHERLY LINE OF THESE PROPERTIES HAVE BEEN DISTURBED BY FENCE BUILDING ACTIVITIES, BUT SINCE THESE MONUMENTS ARE MORE OR LESS WITHIN ACCEPTABLE TOLERANCES AND HAVE BEEN REBUILT UPON BY THE LANDOWNERS AS REPRESENTING THEIR OWN INTERESTS, I ACCEPT THE POSITIONS OF THESE MONUMENTS FOR THIS SURVEY.

I FOUND THE IRON PIN FROM SURVEY NO. 309 AT THE NW CORNER OF THE QUAER TRACT, ALTHOUGH SURVEY NO. 607 DENOTES A 5/8" IRON PIN BEING SET AT THIS POSITION. I ALSO FOUND A 1/2" IRON PIN AT THE SE CORNER OF THE QUAER TRACT, ALTHOUGH SURVEY NO. 607 DENOTES A 5/8" IRON PIN BEING SET AT THIS POSITION. AT THE SOUTHWEST CORNER OF THE LISMAN TRACT, I FOUND A 1/4" IRON PIN PROTRUDING FROM THE CONCRETE BASE OF A FENCE CORNER, WITH NO TRACE OF THE ORIGINAL 5/8" IRON PIN FOUND. AFTER TALKING WITH LANDOWNER AND HIS REPRESENTATIVE FROM THE PROPERTY, HE WANTED THE CONCRETE MONUMENT TO BE REBUILT FROM THE ORIGINAL POSITION. I ACCEPTED HIS REQUEST TO REPERCUITE HIS POSITION WHEN HE BUILT THE FENCE. I ACCEPTED THE 1/4" IRON PIN FOR THE BEST AVAILABLE EVIDENCE OF THE CORNER POSITION, AS SHOWN. I ACCEPT ALL OF THE OTHER FOUND MONUMENTS FROM THE ADJACENT SURVEYS.

I SET NEW MONUMENTS AT LOCATIONS APPROVED BY DAWE HOLMSTROM, AND I PREPARED LEGAL DESCRIPTIONS IN PREPARATION FOR THE EXECUTION OF THIS PROPERTY LINE ADJUSTMENT.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Jason L. Hatfield*  
JASON L. HATFIELD  
REGISTRATION NO. 869434  
EXPIRES: 6/30/2011

RECEIVED AND FILED  
GRANT COUNTY SURVEYOR  
FEB 7 2011

BY: *[Signature]*

**REFERENCES**

- RECORD MAP OF SURVEY NO. S 309, 582, 607, 638, 1117 & 1733
- RECORD LAND PARTITION PLAT NO. 2006-2
- DEED RECORD INSTRUMENT NO. S 830117, 991600, 211695 & 032281
- DEED RECORD BOOK 119 PAGE 243
- BOOK 122 PAGE 880
- BOOK 123 PAGE 942
- BOOK 137 PAGE 693

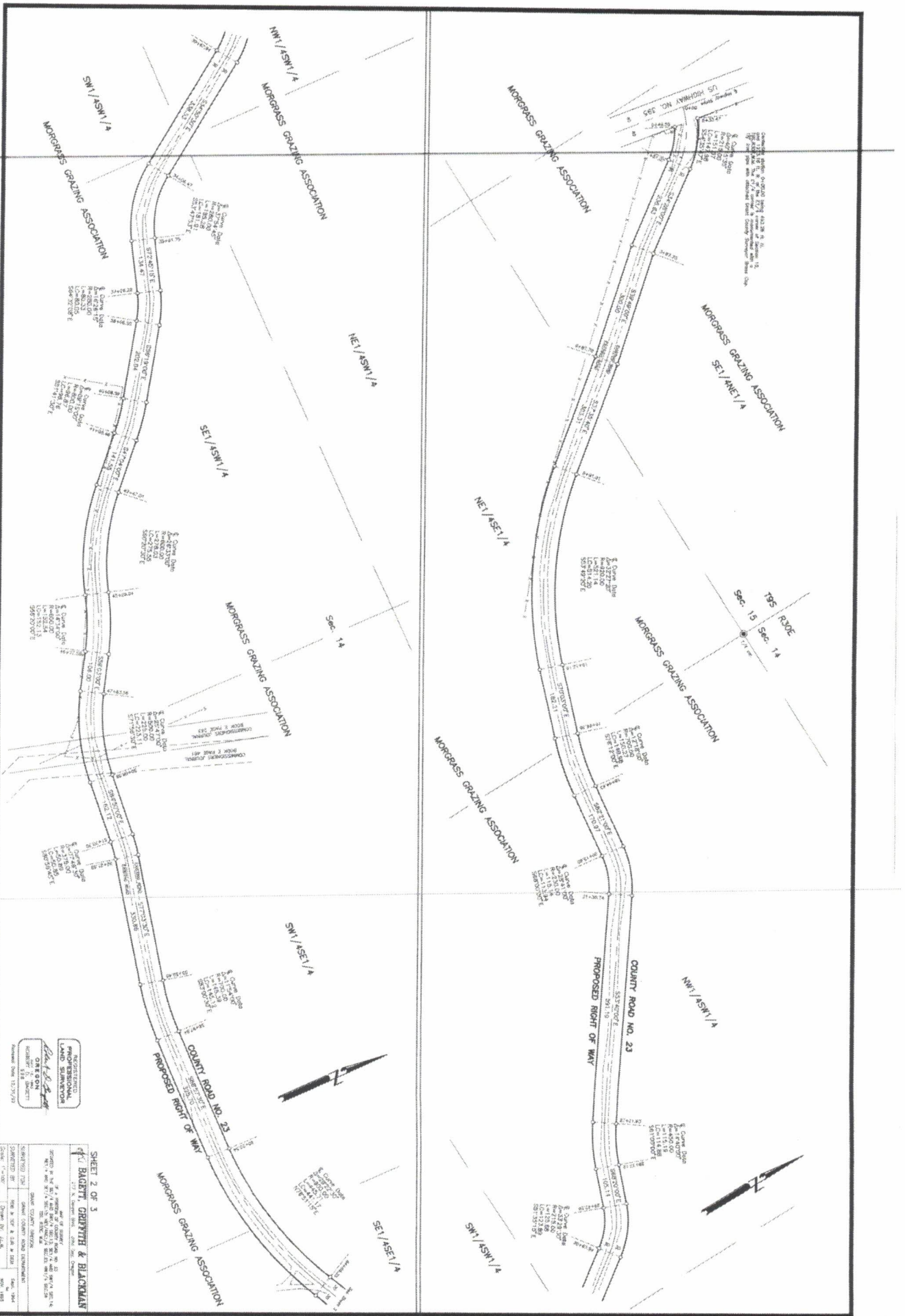


BENCHMARK LAND SURVEYING  
217 N. CANYON BLVD., JOHN DAY, OREGON  
2101 MAIN STREET, STE 223 BAKER CITY, OREGON  
541-575-1251 - 800-699-0516

MAP OF SURVEY  
PROPOSED PROPERTY LINE ADJUSTMENT  
SITUED IN THE SE 1/4 SECTION 23, T13S, R31E, M4M, GRANT COUNTY, OREGON

SURVEYED FOR: DAWE HOLMSTROM  
SURVEYED BY: JH & SHH  
Scale: 1" = 30'

Drawn by: JH  
1/28/2011



NW/ASW/4  
MORRIS GRADING ASSOCIATION

SE1/ASW/4

Sec. 14

SW/ASE1/4  
COUNTY ROAD NO. 23  
PROPOSED RIGHT OF WAY

SE1/ASE1/4

MORRIS GRADING ASSOCIATION  
COUNTY ROAD NO. 23  
SE1/ANET/4

MORRIS GRADING ASSOCIATION

Sec. 15  
185 R.O.E.  
Sec. 14

MORRIS GRADING ASSOCIATION  
COUNTY ROAD NO. 23  
PROPOSED RIGHT OF WAY  
NW/ASW/4

SW/ASW/4



SHEET 2 OF 3

**BAGLEY, ORPITH & BLACKMAN**

REGISTERED PROFESSIONAL LAND SURVEYORS

123792

123793

123794

123795

123796

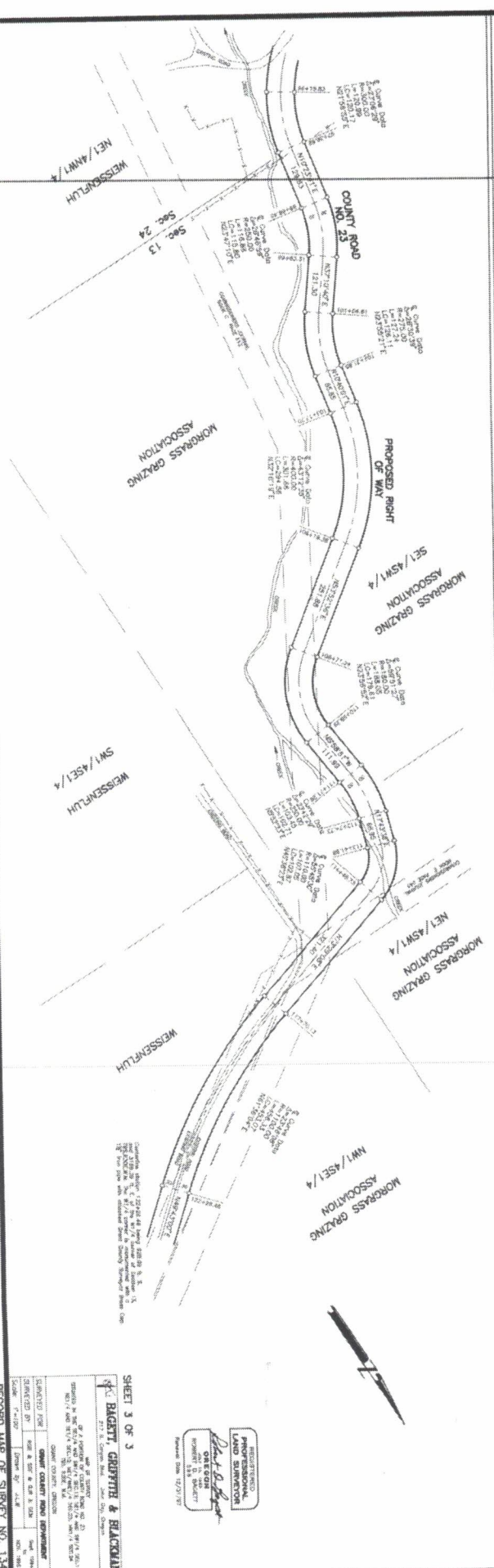
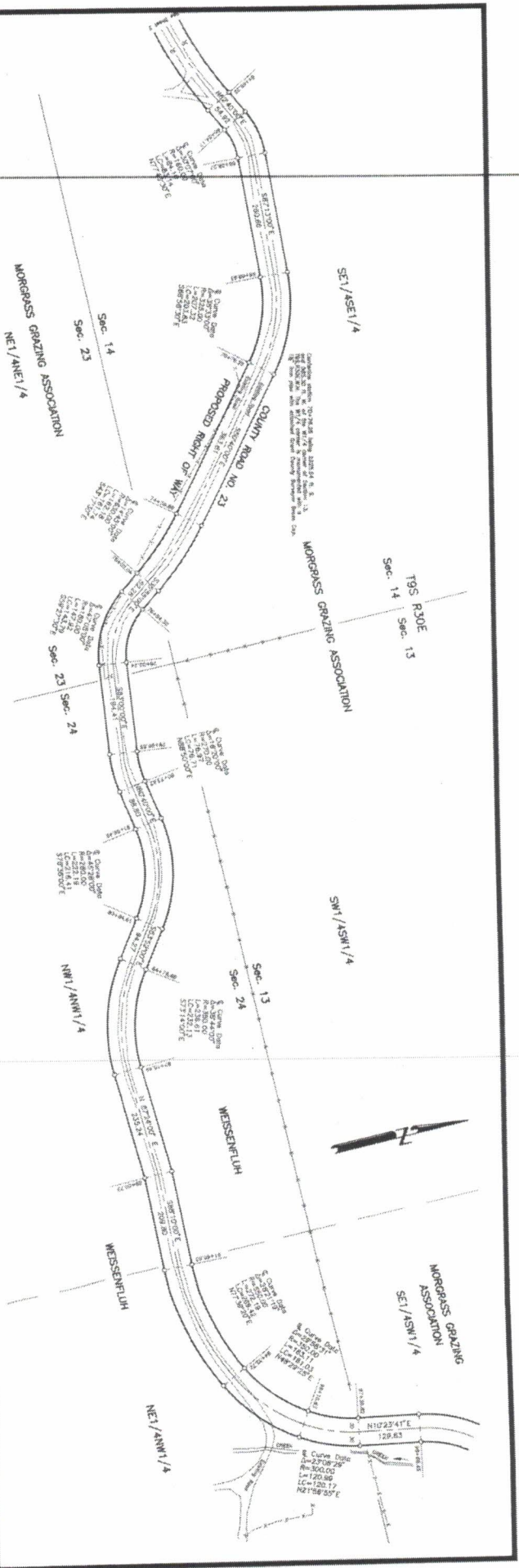
123797

123798

123799

123800

RECORD MAP OF SURVEY NO. 1345

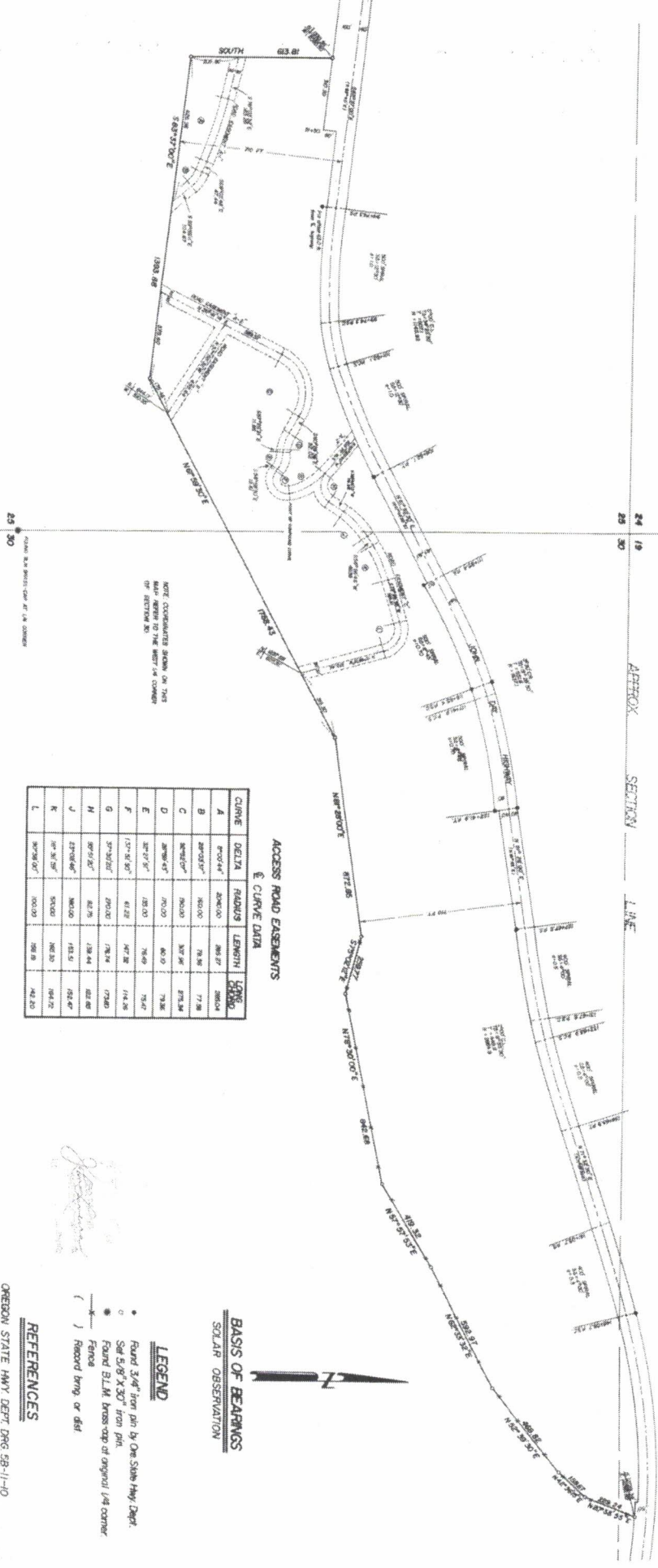


REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
 STATE OF MISSOURI  
 No. 1015  
 JOHN C. BAGGETT  
 1111 S. BROADWAY  
 ST. LOUIS, MO. 63102

SHEET 3 OF 3  
**BAGGETT, CHRYTH & BLACKMAN**  
 277 E. COMMERCE ST. ST. LOUIS, MO. 63101  
 PHONE: 314-436-1100 FAX: 314-436-1101  
 WWW: WWW.BAGGETTCHRYTHBLACKMAN.COM  
 DATE OF SURVEY: 08/27/2013  
 PROJECT: COUNTY ROAD NO. 23  
 COUNTY: ST. LOUIS  
 TOWNSHIP: 13S, RANGE: 11W  
 SECTION: 13, 14, 23, 24  
 DRAWN BY: JCB  
 CHECKED BY: JCB  
 DATE: 08/27/2013

RECORD MAP OF SURVEY NO. 1345

T13S, R31E.  
T13S, R32E.



**ACCESS ROAD EASEMENTS  
& CURVE DATA**

CURVE	DELTA	RADIUS	LENGTH	AREA
A	170°-00'-00"	200.00	86.97	880.04
B	90°-00'-00"	80.00	25.13	77.98
C	162°-00'-00"	200.00	327.68	879.34
D	180°-00'-00"	70.00	40.10	71.86
E	127°-00'-00"	120.00	76.49	79.47
F	127°-00'-00"	41.25	107.35	114.26
G	27°-00'-00"	200.00	178.84	179.80
H	90°-00'-00"	82.75	138.44	482.88
J	127°-00'-00"	200.00	143.10	452.47
K	180°-00'-00"	500.00	106.30	1041.72
L	90°-00'-00"	100.00	158.81	442.20

NOTE: COORDINATES SHOWN ON THIS MAP REFER TO THE WEST-LIN CORNER OF SECTION 30.

25 30  
FROM S.W. CORNER OF SECTION 30



**BASIS OF BEARINGS**  
SOLAR OBSERVATION

- LEGEND**
- Found 3/4" iron pin by One State Hwy Dept.
  - Set 5/8" X 30" iron pin.
  - Found B.L.M. brass cap at original 1/4" corner.
  - ( ) Record bingy or disk

**REFERENCES**

OREGON STATE HWY DEPT. DRG 58-1-10



**SACKETT, GARDIN & ASSOCIATES**  
REGISTERED PROFESSIONAL ENGINEERS  
LANE LINNERTON  
12345  
STATE OF OREGON

DATE OF SURVEY	NOV 20 1987	SCALE	AS SHOWN
PROJECT NO.	208 A 87 A	DATE OF PLOT	NOV 20 1987
BY	LANE LINNERTON	CHECKED BY	LANE LINNERTON

Exhibit B

Development (and Development Improvements) Description and Depiction

[attached]

**Streets:**

1. New street sections are to be cleared of all surface vegetation, stumps, and other miscellaneous structures or materials. Grub improvement areas to remove all buried vegetative matter and debris to a depth of 8" below subgrade. Legally dispose of all waste material.
2. Immediately following fine grading operations proof roll subgrade areas to achieve 95% of maximum density for a 12" depth per AASHTO T-180 test method. Embankments or fills are to be constructed in 6" maximum lifts, with each lift being compacted to 95% maximum density prior to proceeding with the next lift. Areas to receive fill are to be inspected by City and Engineer prior to placement of the fill.
3. Aggregate base rock shall be 1"-0" crushed rock as per Oregon State Highway Division specifications. Aggregate base is to be compacted in 6" maximum lifts to 95% of maximum density per AASHTO T-180 test method. Subgrade is to be inspected by the City and the Engineer prior to placement of the base rock. Base is to be inspected prior to placement of asphalt. Sub-base and base are to be proof rolled during the Engineer's/Inspector's inspection of the subgrade and base as noted above.
4. The first lift of asphalt concrete is to be Class 'B' A.C. as per City of John Day specifications. The second lift, shall be Class 'C' asphalt concrete as per City of John Day specifications. Pave only during dry weather and when the temperature is 40° or warmer. Asphalt concrete shall be compacted to 91% of Rice density.
5. Construct curb and gutter, per detail, using Class 'A' 3300 psi concrete with maximum 1-1/2" aggregate size. Expansion joints shall be installed at 45' maximum on centers, contraction joints at 15' maximum on centers. Three and one-half inch weepholes are to be installed 5 feet from the property line.
6. All materials, installation, tests, and inspections are to be in strict accordance with City of John Day Public Works Standards.
7. Install street barricades at the end of temporary deadends.

**Storm Drains:**

1. Twelve inch and larger storm drain pipe shall be Class 5 reinforced concrete pipe conforming to ASTM C14 & C76 or HDPE pipe conforming to AASHTO M-294s (with watertight gaskets), unless otherwise specifically noted on the plan or profile. Rubber joints for concrete pipe are required only where specifically noted on the plans. Six inch storm drain pipe shall conform to HDPE smooth interior, corrugated exterior pipe.
2. Granular backfill is to be compacted to 95% maximum density per AASHTO T180 test method and native material shall be compacted to 85% of in place density of surrounding soil. All trenches within existing and new public street right-of-ways shall be backfilled with acceptable select imported granular soils and compacted to a minimum of 95% relative density (AASHTO T-180) for the upper 36" of the trench. Below 36" the compaction shall be to a minimum 90% relative density.
3. If during the course of installing the underground utilities drain tiles are intercepted the tiles shall be piped directly into the storm system after approval of the inspector.
4. All materials, installation, tests, and inspections to be made in strict accordance with City of John Day Standard Specifications.

**Sanitary Sewer:**

1. Pipe shall be PVC sewer pipe conforming to ASTM D-3034 SDR 35. Minimum stiffness shall be 46 psi and joint type shall be elastomeric gasket conforming to ASTM D-3212.
2. Manhole base shall be poured in place concrete base with a minimum compressive strength of 3000 psi, or precast base (see detail sheet). Manhole risers and tops shall be precast sections with a minimum compressive strength of 4000 psi. Tops shall be eccentric cones except where insufficient headroom requires flat tops. Inverts shall be constructed to provide smooth manhole by means of an elastomeric gasket, an approved waterstop or flexible sleeve. Cement grout for connecting PVC sewer pipe to manhole will not be permitted.
3. Cleanout pipe, fittings and joints shall be the same specifications as for pipe. Castings are as shown on detail and shall conform to ASTM A48 (Grade 30).
4. Granular backfill shall be compacted to 95% maximum dry density per AASHTO T-180 test method and native material shall be compacted to 90% maximum dry density per AASHTO T-180. Native material allowed in roadways or under sidewalk areas.
5. PVC service laterals shall be 4" and 6" (per construction plans) pipe conforming to the same specifications as the sewer mains. Service laterals shall be installed to a point beyond the line of the sewer or utility easement as shown on the plan. The service lateral shall be plugged with a 4" or 6" rubber ring plug and the location of the lateral end shall be marked with a 2" x 4" board. The sanitary lateral shall have an identify tape laid with the lateral and tied to the 2"x4" board.
6. Sanitary sewer pipe and appurtenances shall be tested for leakage in accordance with APWA Division III requirements. Leakage tests will include required APWA air pressure test for sewer lines and required APWA vacuum test of the manholes. All sewer lines shall be tested for deflection with a mandrel equal to 95% of the pipe size being tested for deflection with a mandrel equal to 95% of the pipe size being tested per APWA Division III, Section 303.3.10. All tests shall be witnessed by the Engineer.
7. All materials, installation, tests, and inspections are to be made in strict accordance with APWA's Standard Specifications for Public Works Construction.

**Erosion and Sediment Control Requirements:**

1. The intent of the requirement is to prevent siltation from reaching storm drain systems and drainage ways. The erosion and sediment control (ESC) facilities shown on this plan are the minimum requirements for anticipated site conditions. During the construction period, these ESC facilities shall be upgraded as needed for unexpected storm events and to ensure that sediment laden water does not leave the site.
2. The following controls and practices are required:
  - a) Each site shall have graveled or paved entrances, exits and parking areas, prior to beginning any other work, to reduce the tracking of sediment onto public or private roads.
  - b) All unpaved roads located on-site shall be graveled. Other effective erosion and sediment control measures either on the road or down gradient may be used in place of graveled.
  - c) When trucking saturated soils from the site, either water-tight trucks shall be used or loads shall be drained on-site until dripping has been reduced to minimize spillage on roads.
  - d) Concrete trucks being washed out onsite shall be parked in a location that will prevent all wash water from entering the storm drain system without proper filtration. Concrete remnants and residue shall be properly disposed of.
3. Additional controls and practices shall be developed that are appropriate for the site. At a minimum the following shall be considered:
  - a) Whenever practicable, clearing and grading shall be done in a phased manner to prevent exposed inactive areas from becoming a source of erosion.
  - b) In developing vegetative erosion control practices, at a minimum the following shall be considered; temporary seeding, permanent seeding, mulching, sod stabilization, vegetative buffer strips, and protection of trees with protective construction fences.
  - c) The following shall be considered for the protection of exposed areas and the prevention of soil from being eroded by storm water; mulching with straw or other vegetation, use of erosion control blankets, and application of soil tackifiers.
  - d) The following shall be considered for the diversion of flows from exposed soil, store flows to allow for sedimentation, filter flows, or otherwise reduce soil laden runoff; use of silt fences, earth dikes, brush barriers, drainage swales, check dams, subsurface drains, pipe slope drains, rock outlet protection, sediment traps, and temporary or permanent sedimentation basins. All temporary sediment control practices shall not be removed until permanent vegetation or other cover of exposed areas is established.
  - e) The following shall be considered to prevent the stockpiles from becoming a source of erosion; diversion of uncontaminated flows around stockpiles, use of cover over stockpiles, and installation of silt fences around stockpiles.
4. The following maintenance activities shall be implemented:
  - a) Significant amounts of sediment that leave the site shall be cleaned up within 24 hours and placed back on the site or properly disposed. Any in-stream clean up of sediment shall be performed according to Oregon Division of State Lands' required timeframe.
  - b) Under no conditions shall sediment intentionally be washed into storm sewer or drainage way unless it is captured by a BMP before entering receiving waters.
  - c) For a filter fence, the trapped sediment shall be removed when it reaches one third of the above ground fence height.
  - d) For catch basin protection, cleaning must occur when design capacity has been reduced by fifty percent.
  - e) For a sediment basin, removal of trapped sediments shall occur when design capacity has been reduced by fifty percent.
  - f) All erosion and sediment controls not in the direct path of work shall be installed before any land disturbance.
  - g) If fertilizers are used to establish vegetation, the application rates shall follow manufacturer's guidelines and the application shall be done in such a way to minimize nutrient-laden runoff to receiving waters.
  - h) If construction activities cease for thirty (30) days or more, the entire site must be stabilized, using vegetation of a heavy mulch layer, temporary seeding, or another method that does not require germination to control erosion.
  - i) Any use of toxic or other hazardous materials shall include proper storage, application, and disposal.
  - j) The permittee shall manage abandoned hazardous wastes, used oils, contaminated soils or other toxic substances discovered during construction activities in a manner approved by the Department of Environmental Quality.

**Erosion and Sediment Control Inspection Requirements:**

1. All sites 5 acres and greater shall have a person with knowledge and experience in construction storm water controls and management practices conduct all inspections. The inspector shall keep a written record of each inspection.
2. Active Sites: Frequency of inspections shall be daily during storm water runoff or snowmelt runoff and at least once every seven (7) calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24-hour period.
3. Inactive Sites: During inactive periods of greater than seven (7) consecutive calendar days, inspections shall only be required once every two (2) weeks. Prior to discontinuing activities at the site, any exposed area shall be stabilized to prevent erosion. Stabilization may occur by applying appropriate cover (mulch, erosion control blanket, soil tackifier, etc.) or establishing adequate vegetative cover.

**Structural Fill Notes:**

1. All miscellaneous materials and the organic layer under the fill area shall be stripped or removed. All stumps in the fill area must be removed in their entirety.
2. The contractor shall follow the procedures identified by the Geotechnical Engineer for constructing structural fills.
3. General site preparations should include the reconstruction of miscellaneous un-documented fills by removing a minimum of 4 feet of material, and replacement to structural fill standards. Where concentrated boulder backfills are present, a portion of the boulders should be removed and the remainder mixed with on-site sandy soils prior to replacement. The approximate extent and locations of un-documented fills evidenced are provided on the Site Plan, Figure 1 of the geotechnical investigation. Additional areas may be present or evidenced during utility trenching.



REVISIONS	BY

**2021 EAST END CHAROLAIS DRIVE EXT.**  
 CITY OF JOHN DAY

**NOTES**

**SISUL ENGINEERING**  
 158 E. MAIN STREET  
 JOHN DAY, OREGON  
 (541) 575-3777

DATE OCT 2020

SCALE NOTED

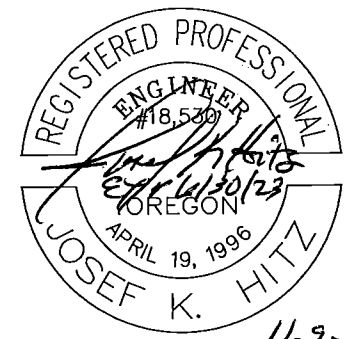
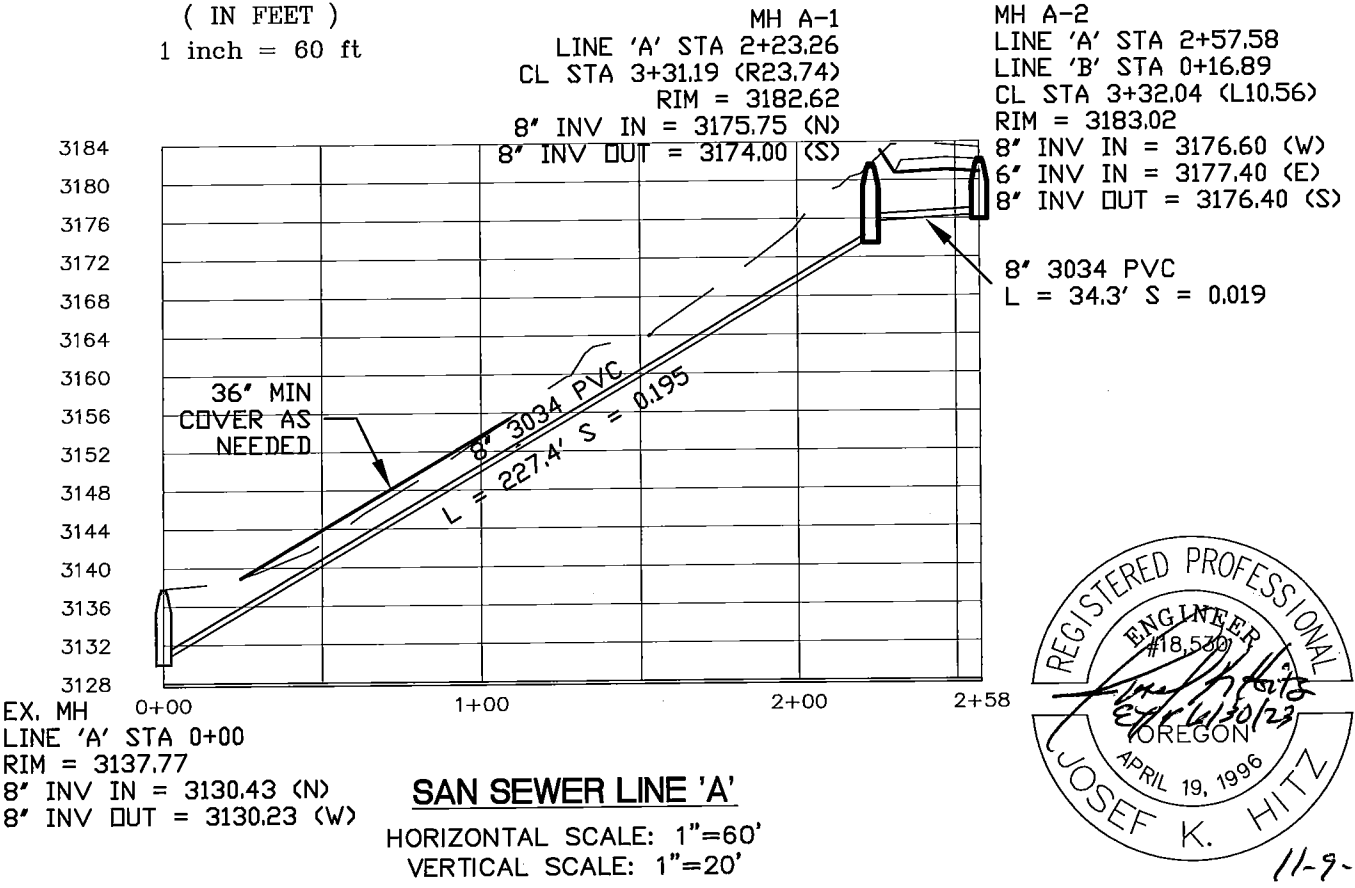
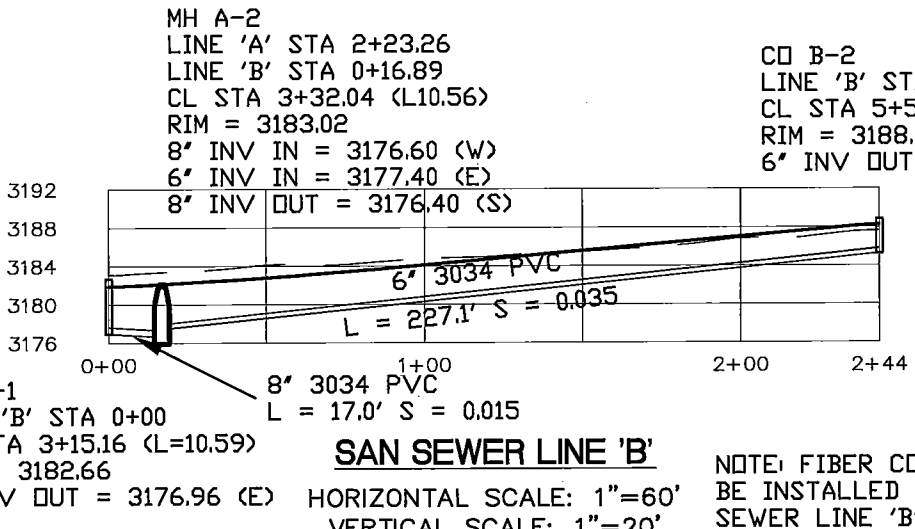
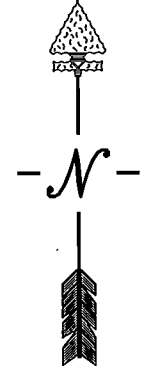
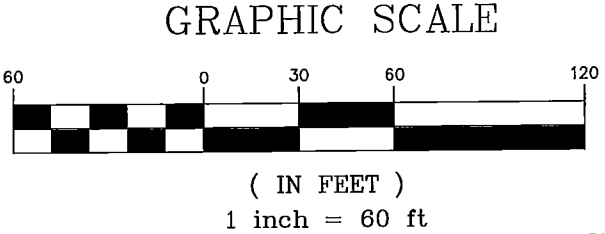
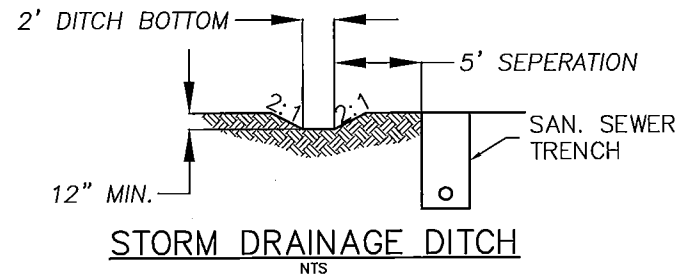
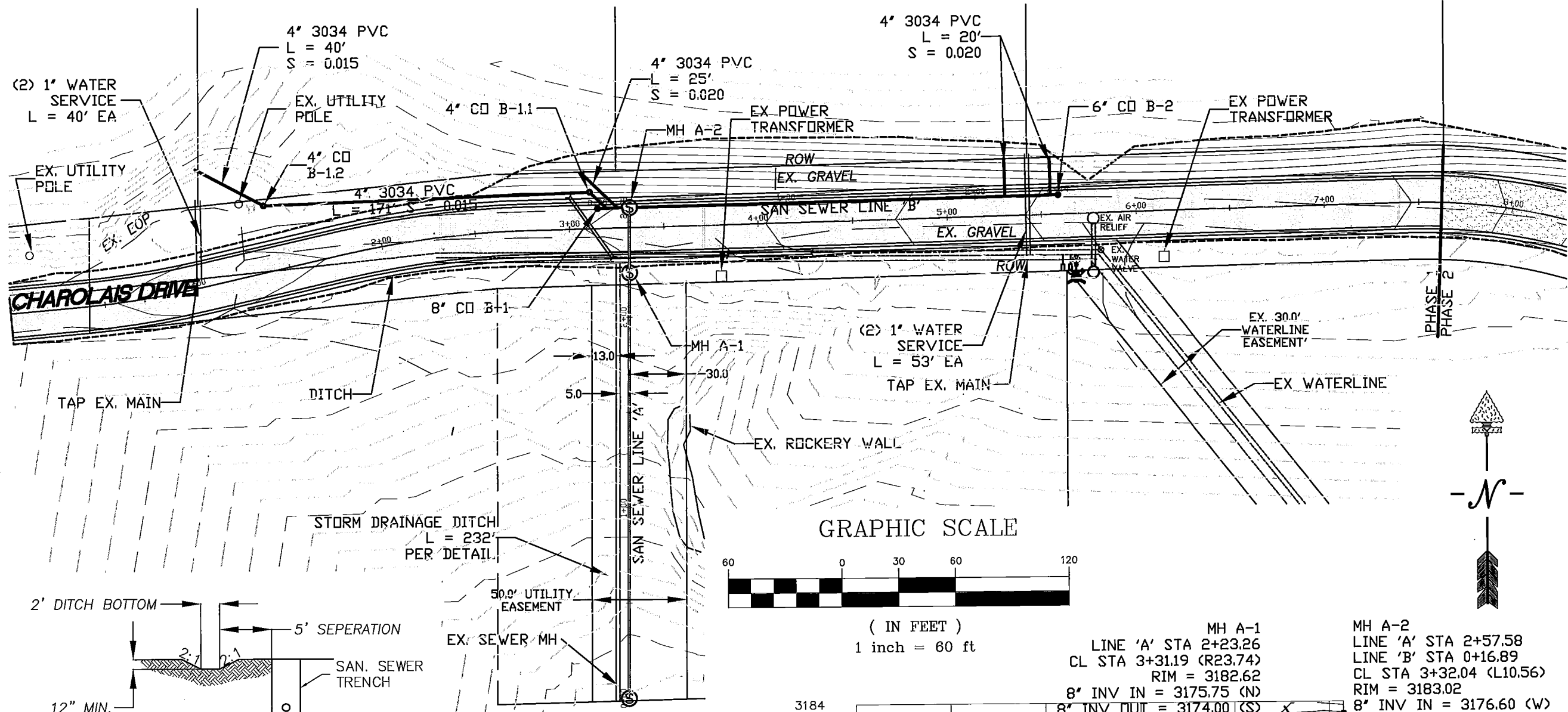
DRAWN GB

JOB XXX

SHEET

**01**

OF 08 SHEETS



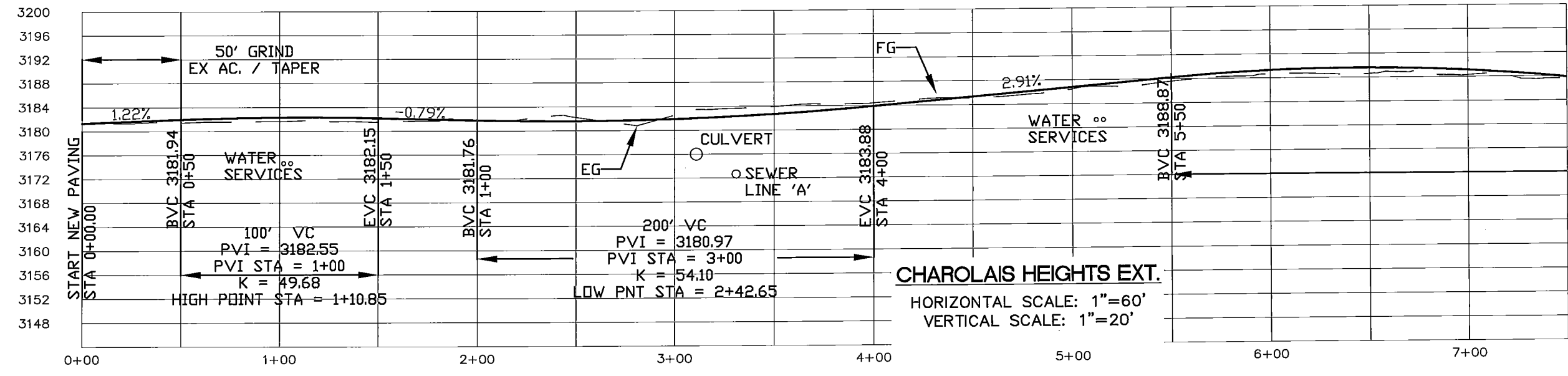
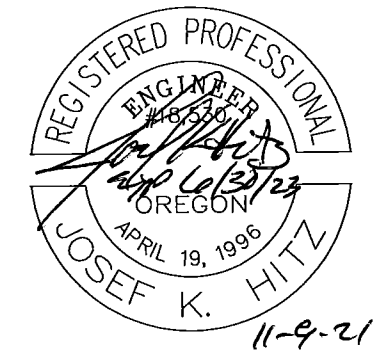
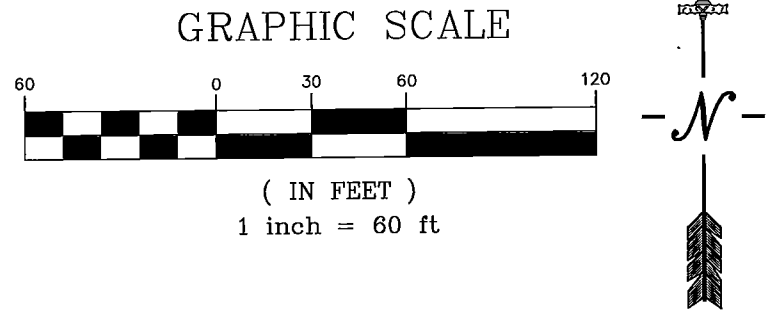
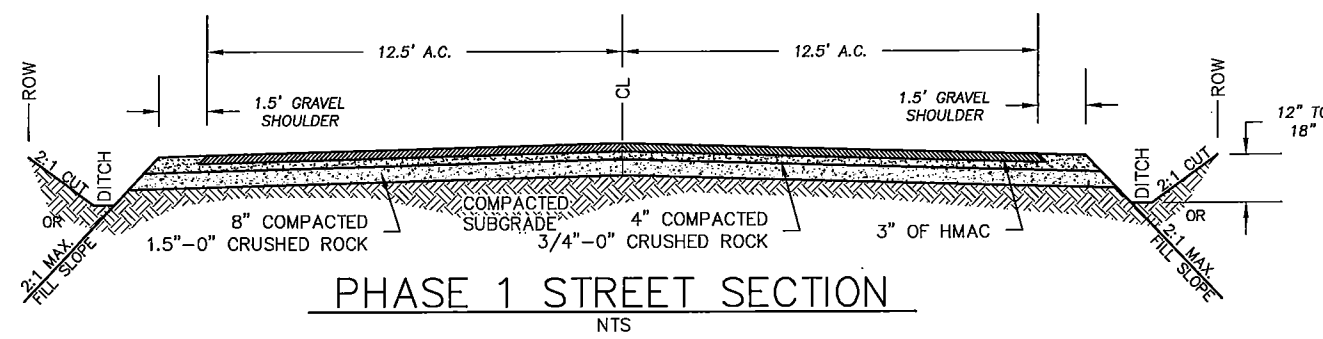
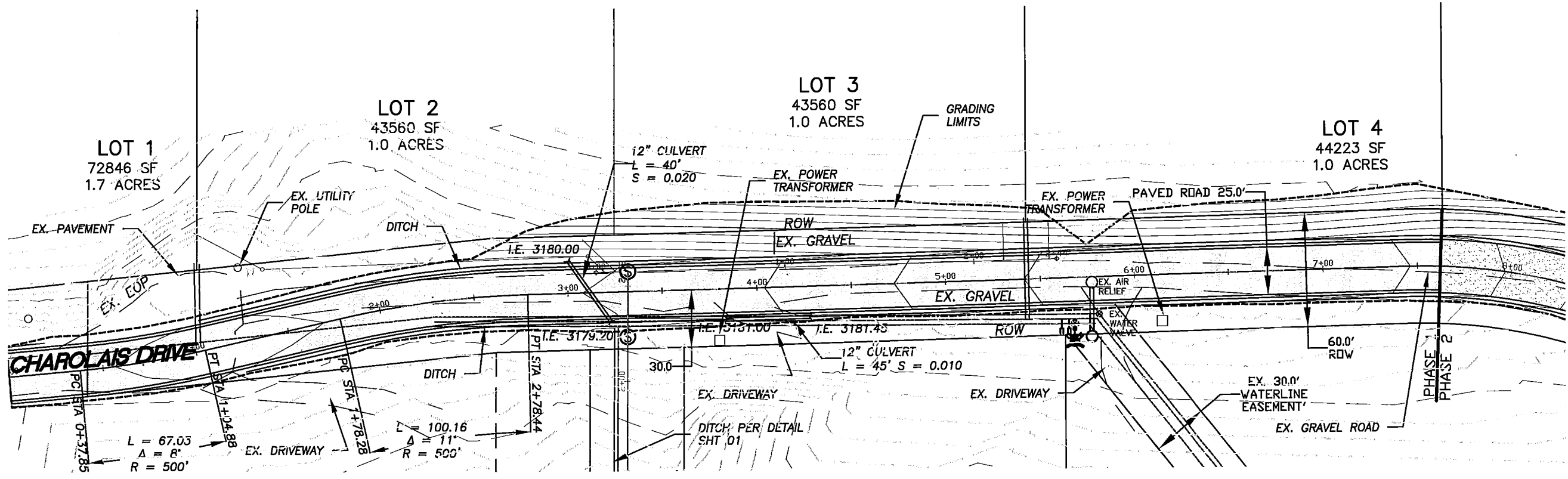
11-9-21

REVISIONS	BY

**SISUL ENGINEERING**  
 WATER AND SANITARY 2021 EAST END  
 SEWER PLAN AND CHAROLAIS DRIVE EXT.  
 PROFILE  
 CITY OF JOHN DAY  
 158 E. MAIN STREET  
 JOHN DAY, OREGON  
 (541) 576-3777

DATE	OCT. 2021
SCALE	NOTED
DRAWN	GB
JOB	20-
SHEET	<b>02</b>
OF 08 SHEETS	



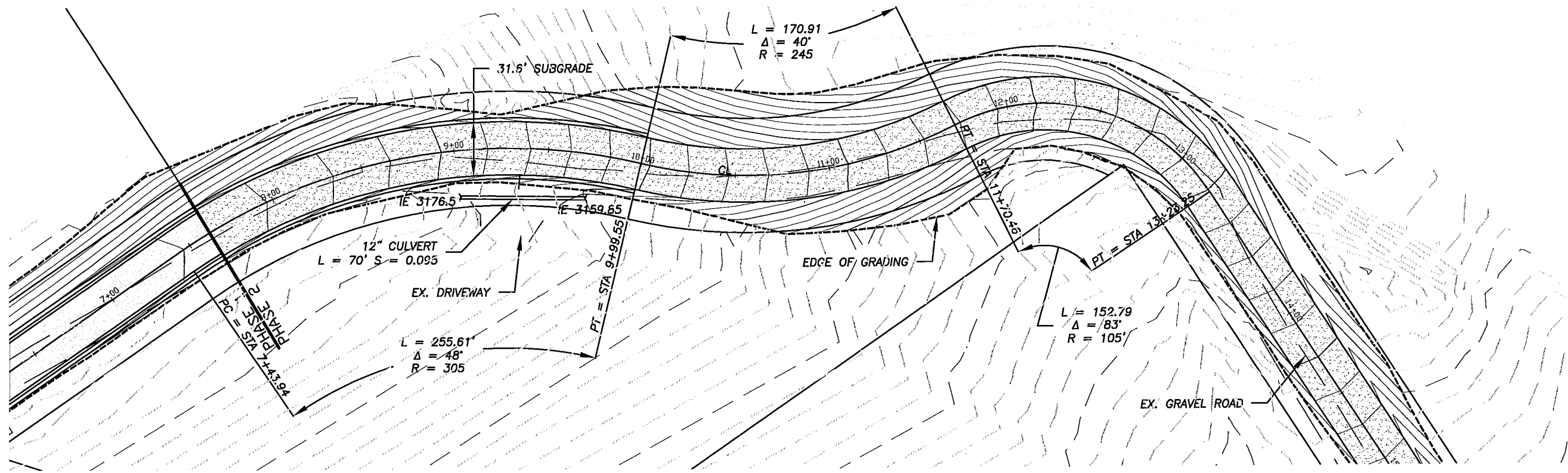


REVISIONS	BY

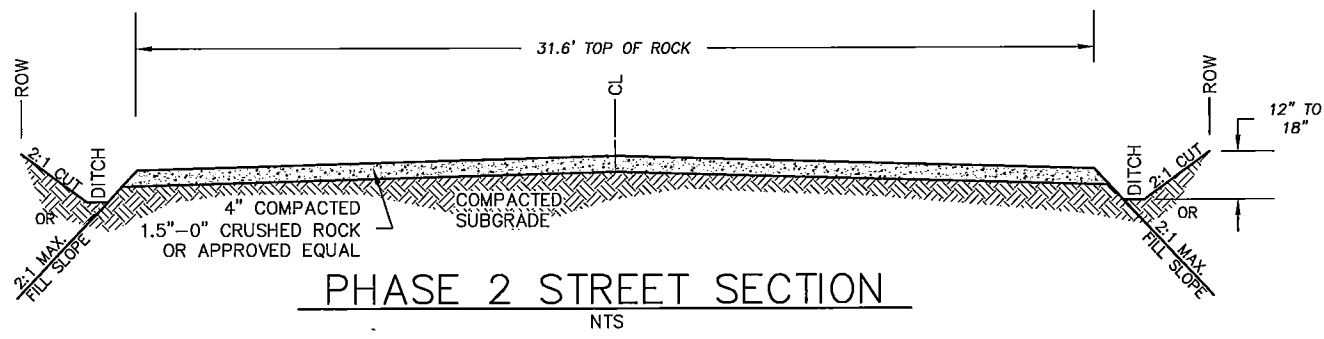
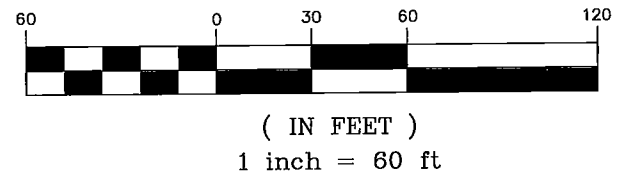
2021 EAST END  
STREET PLAN  
STA 0+00 TO STA 7+00  
CHAROLAIS DRIVE EXT.  
CITY OF JOHN DAY

**SISUL ENGINEERING**  
158 E. MAIN STREET  
JOHN DAY, OREGON  
(541) 575-3777

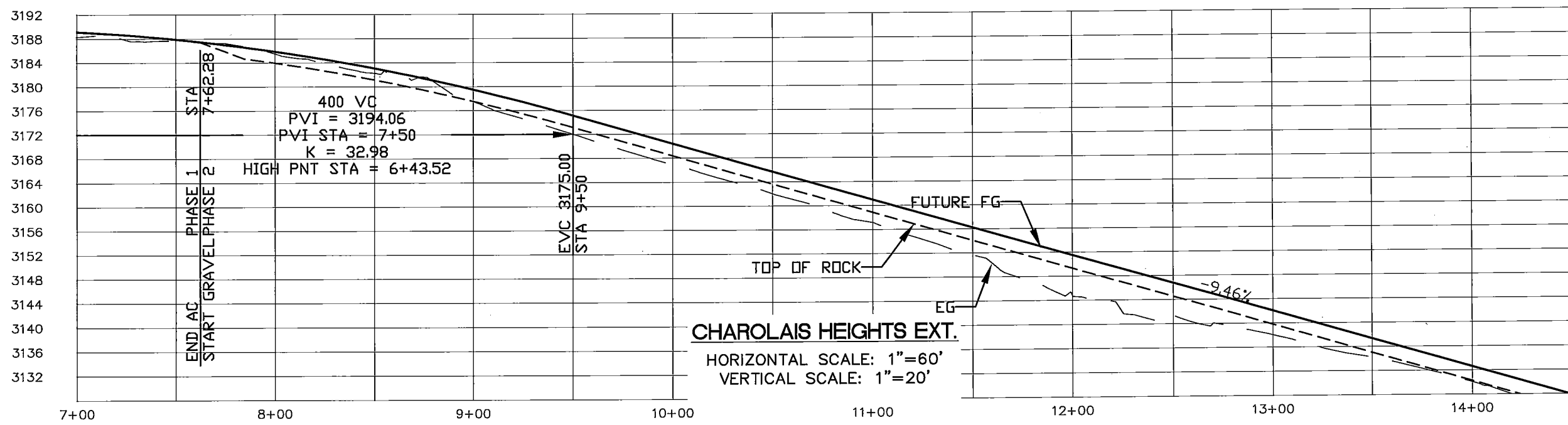
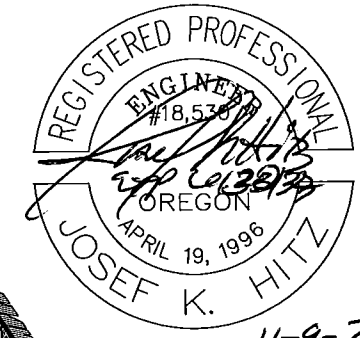
DATE	OCT 2021
SCALE	NOTED
DRAWN	GB
JOB	XXX
SHEET	<b>03</b>
OF 08 SHEETS	



GRAPHIC SCALE



PHASE 2 STREET SECTION  
NTS



CHAROLAIS HEIGHTS EXT.  
HORIZONTAL SCALE: 1"=60'  
VERTICAL SCALE: 1"=20'

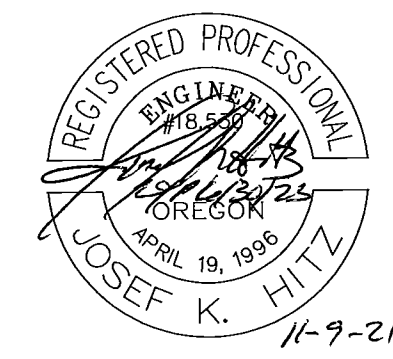
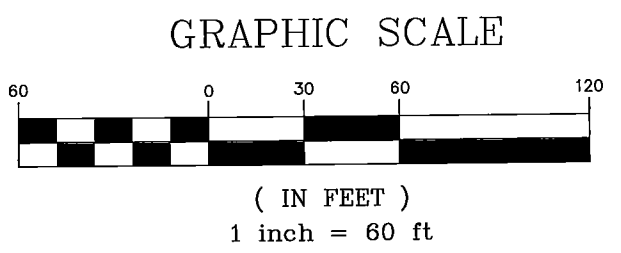
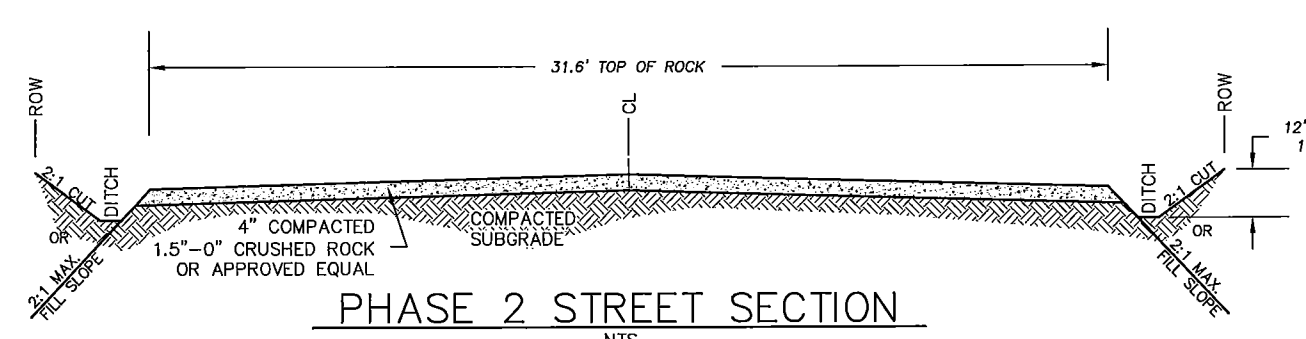
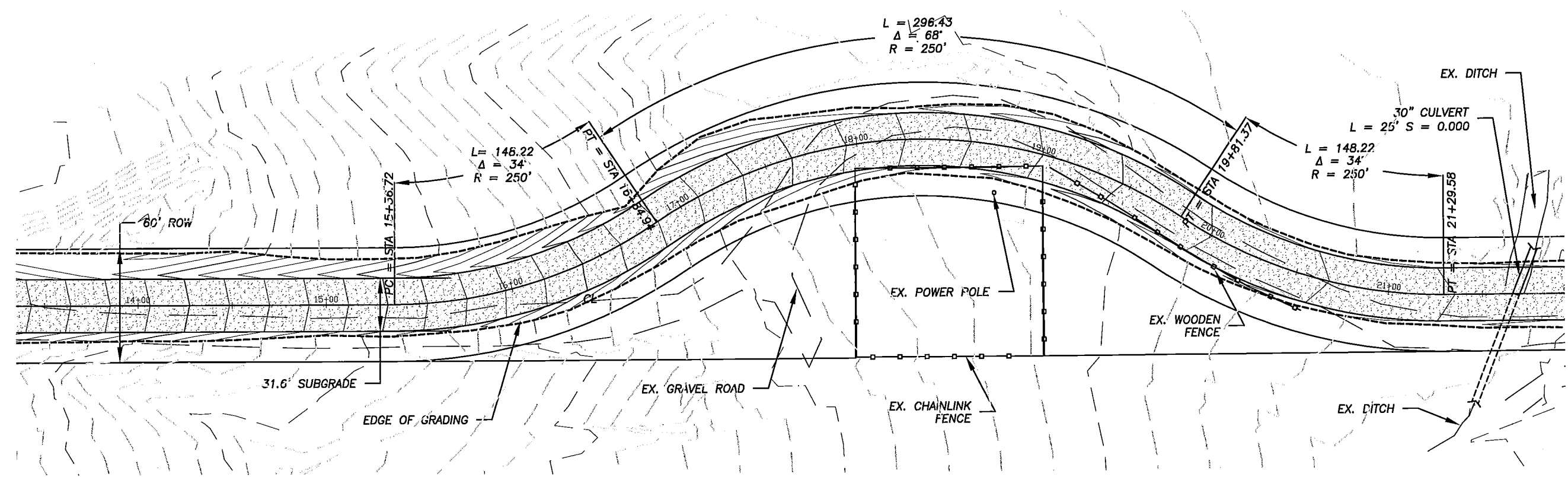
REVISIONS	BY

2021 EAST END  
STREET PLAN  
STA 7+00 TO STA 14+00  
CHAROLAIS DRIVE EXT.  
CITY OF JOHN DAY

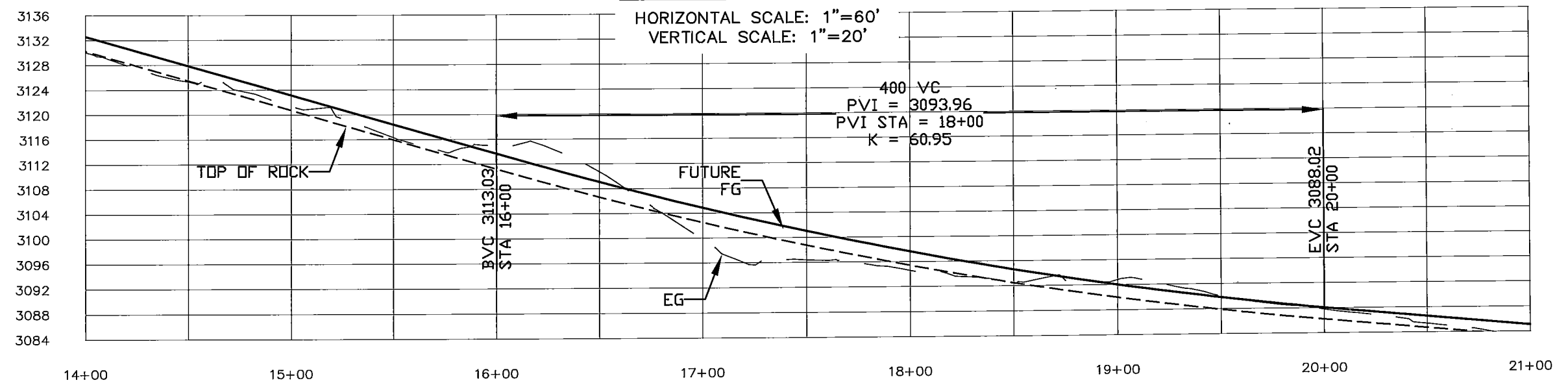
**SISUL ENGINEERING**  
156 E. MAIN STREET  
JOHN DAY, OREGON  
(541) 575-8777

DATE	OCT 2021
SCALE	NOTED
DRAWN	GB
JOB	XXX
SHEET	<b>04</b>
OF 08 SHEETS	

REVISIONS	BY



**CHAROLAIS HEIGHTS EXT.**

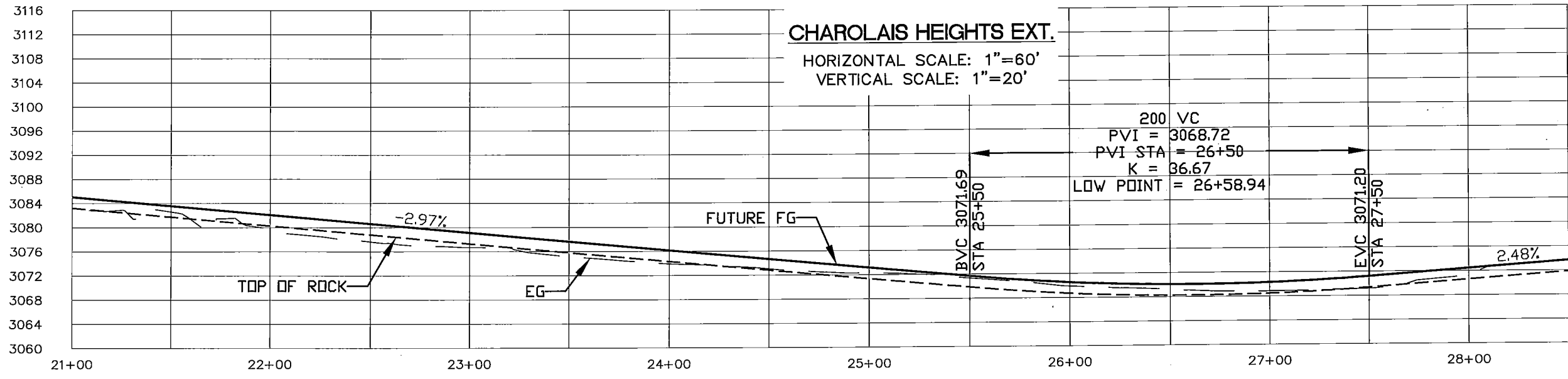
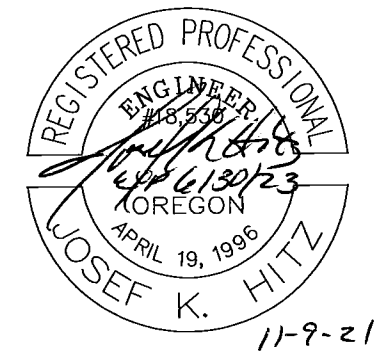
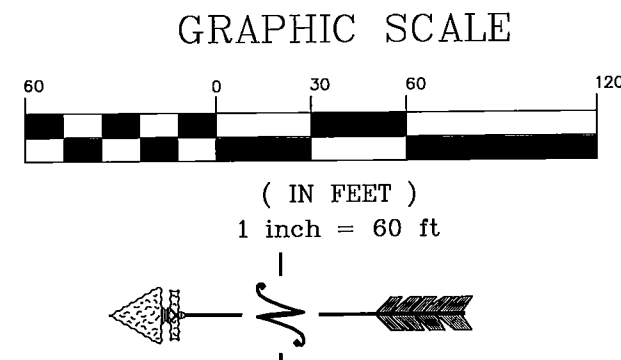
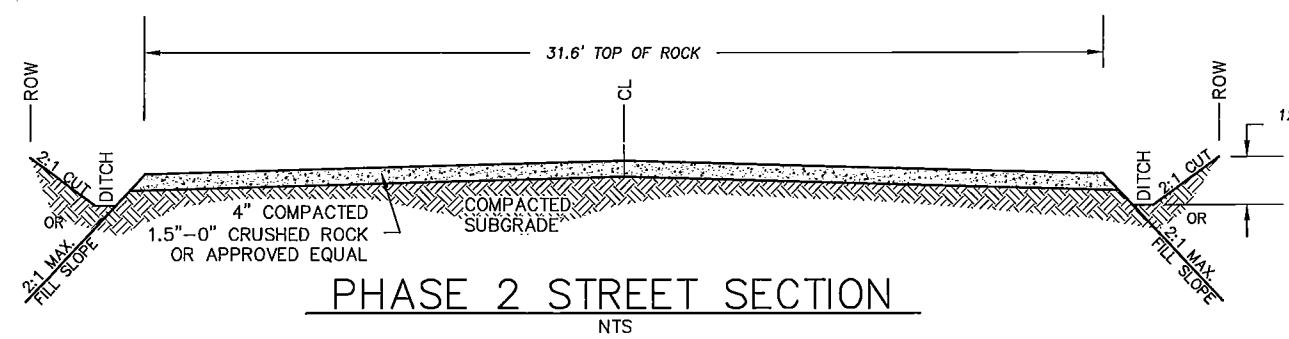
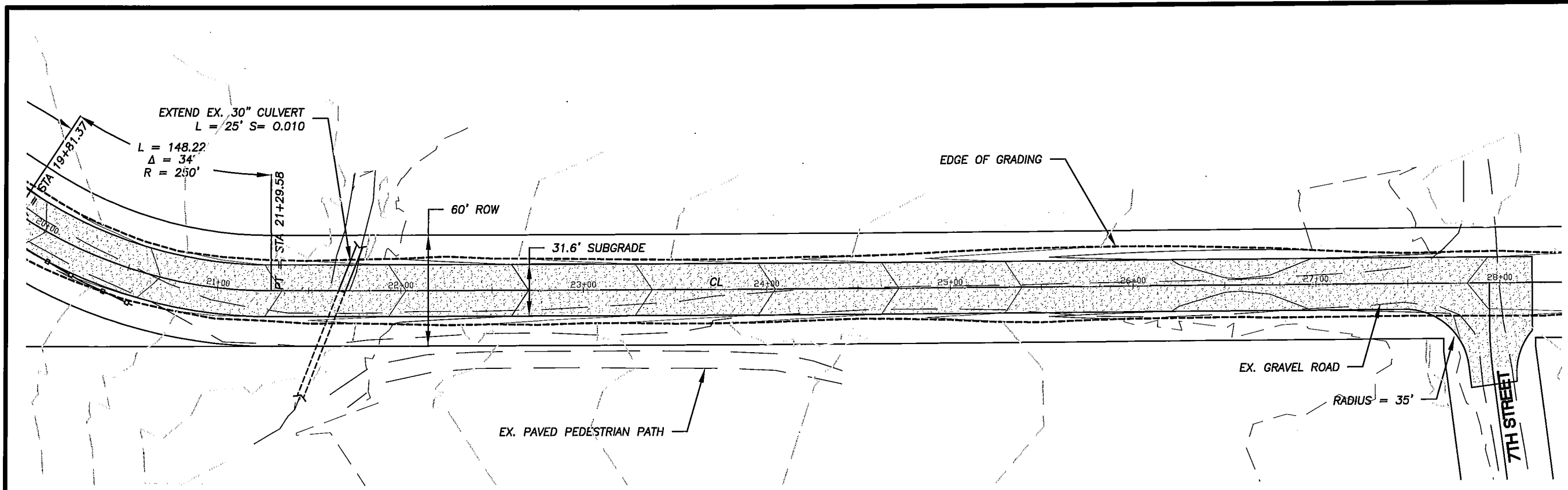


**2021 EAST END**  
**STREET PLAN**  
**STA 14+00 TO STA CHAROLAIS DRIVE EXT.**  
**21+00**  
 CITY OF JOHN DAY

**SISUL ENGINEERING**  
 158 E. MAIN STREET  
 JOHN DAY, OREGON  
 (541) 575-3777

DATE OCT 2021  
 SCALE NOTED  
 DRAWN GB  
 JOB XXX  
 SHEET **05**  
 OF 08 SHEETS

REVISIONS	BY

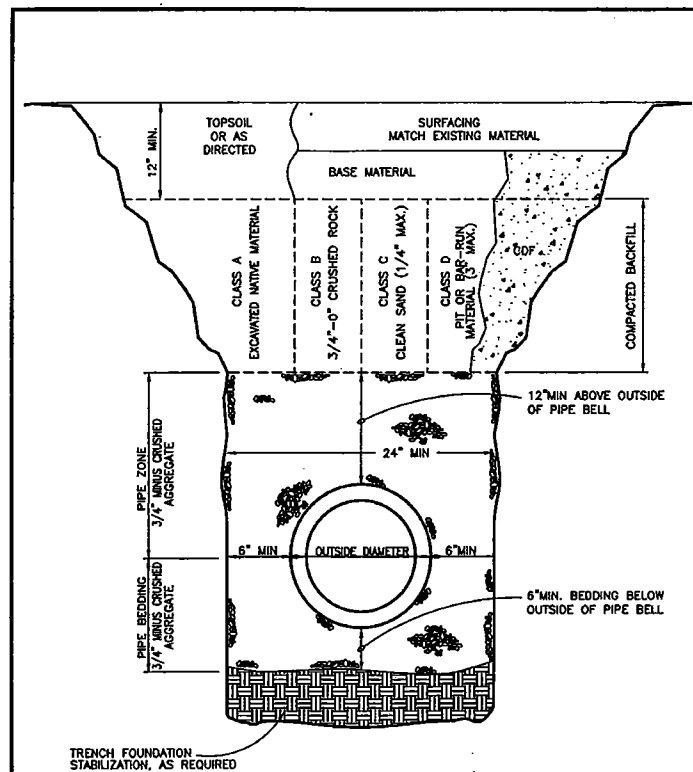


**SISUL ENGINEERING**  
 158 E. MAIN STREET  
 JOHN DAY, OREGON  
 (541) 575-8777

**STREET PLAN 2021 EAST END  
 STA 21+00 TO STA CHAROLAIS DRIVE EXT.  
 28+50**

CITY OF JOHN DAY

DATE	OCT 2021
SCALE	NOTED
DRAWN	GB
JOB	XXX
SHEET	06
OF 08 SHEETS	



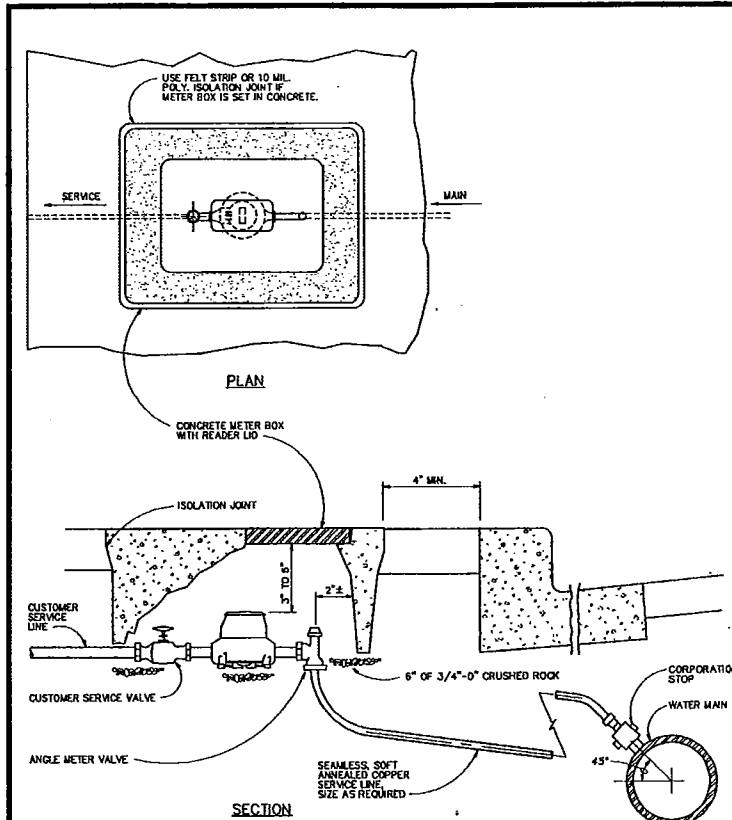
NOTE:  
SURFACING OF PAVED AREAS SHALL COMPLY  
WITH STREET CUT STANDARD DRAWING.

APWA OREGON CHAPTER

TRENCH BACKFILL,  
BEDDING,  
AND PIPE ZONE

DATE: AUG 1996 DRAWING NO. 301

FILENAME: APWA0015.DWG



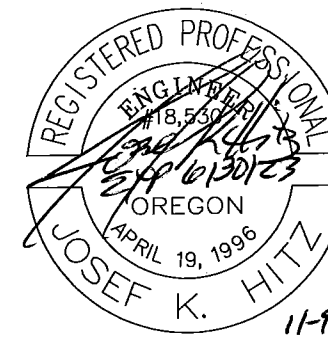
- NOTES:
- METER TO BE CENTERED AND SET PLUMB INSIDE METER BOX.
  - MANUFACTURED METER SETTER MAY BE USED FOR 3/4" TO 2" SERVICES.
  - SET METER BOX 4" MINIMUM BEHIND CURB OR SIDEWALK.
  - METER BOXES SET IN DRIVEWAYS SHALL HAVE TRAFFIC LIDS.

APWA OREGON CHAPTER

3/4" TO 2"  
WATER METER SETTING  
DETAIL

DATE: MAY 1992 DRAWING NO. 408

FILENAME: APWA0043.DWG



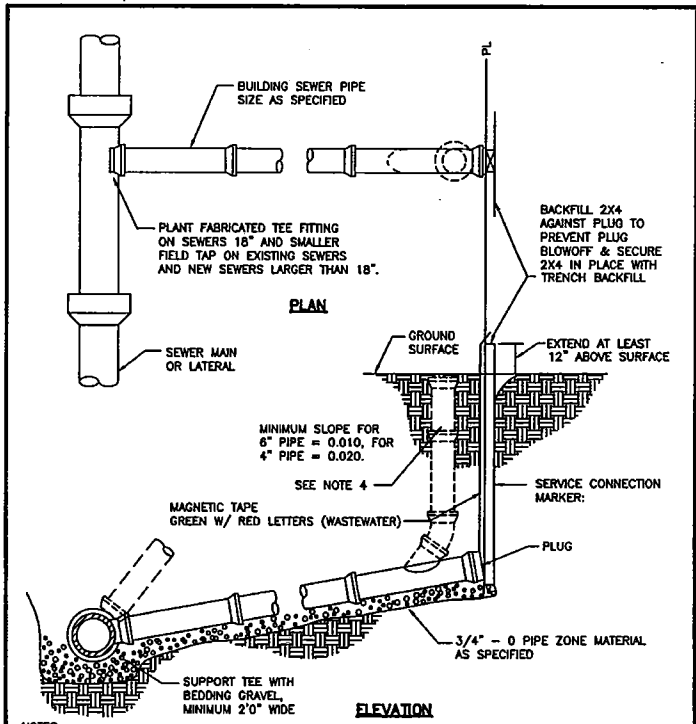
REVISIONS	BY

2021 EAST END  
CHAROLAIS DRIVE EXT.  
CITY OF JOHN DAY

DETAILS

**SISUL ENGINEERING**  
158 E. MAIN STREET  
JOHN DAY, OREGON  
(541) 575-3777

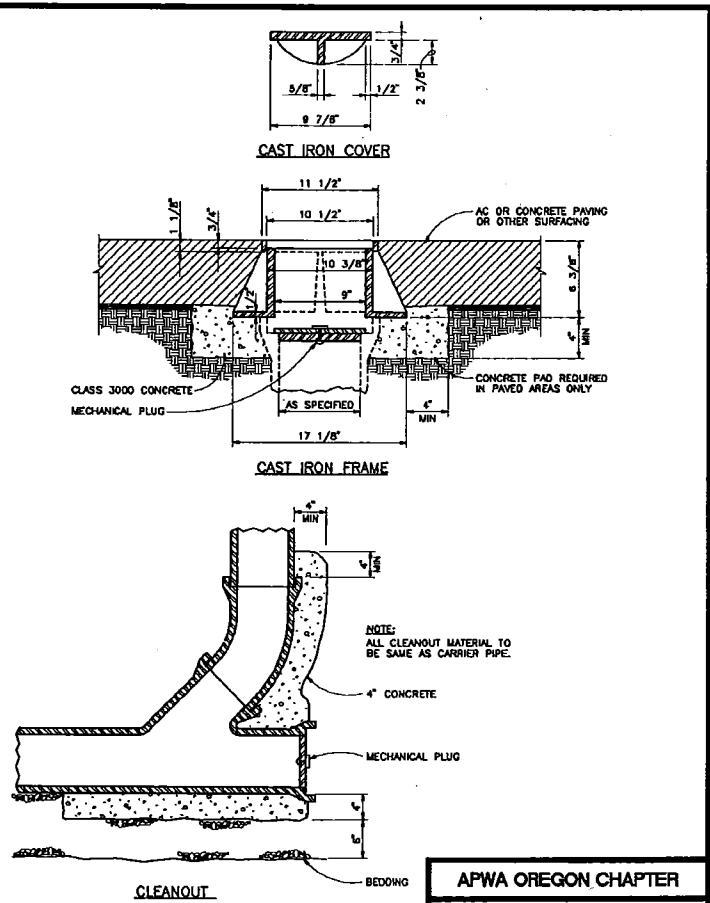
DATE	OCT 2020
SCALE	NOTED
DRAWN	GB
JOB	XXX
SHEET	<b>07</b>
OF	08 SHEETS



- NOTES:**
- PIPE AND FITTINGS SHALL BE COMPATIBLE. ONLY MANUFACTURED FITTINGS SHALL BE USED.
  - MINIMUM DEPTH AT RIGHT OF WAY OR EASEMENT LINE SHALL BE 4 FEET.
  - MARKER POSTS AND BLOCKING SHALL BE TREATED WOOD. POST SHALL BE 2" x 4" FIR. POST TO EXTEND 12" MINIMUM ABOVE FINISH GRADE AND EXPOSED AREA SHALL BE PAINTED WHITE.
  - WHEN REQUIRED, A CLEANOUT SHALL BE INSTALLED.
  - LAY BUILDING SEWER AT MAX. 45' FROM HORIZONTAL TO ACHIEVE REQUIRED DEPTH AT PROPERLY LINE WHEN MINIMUM SLOPE RESULTS IN EXCESSIVE DEPTH.

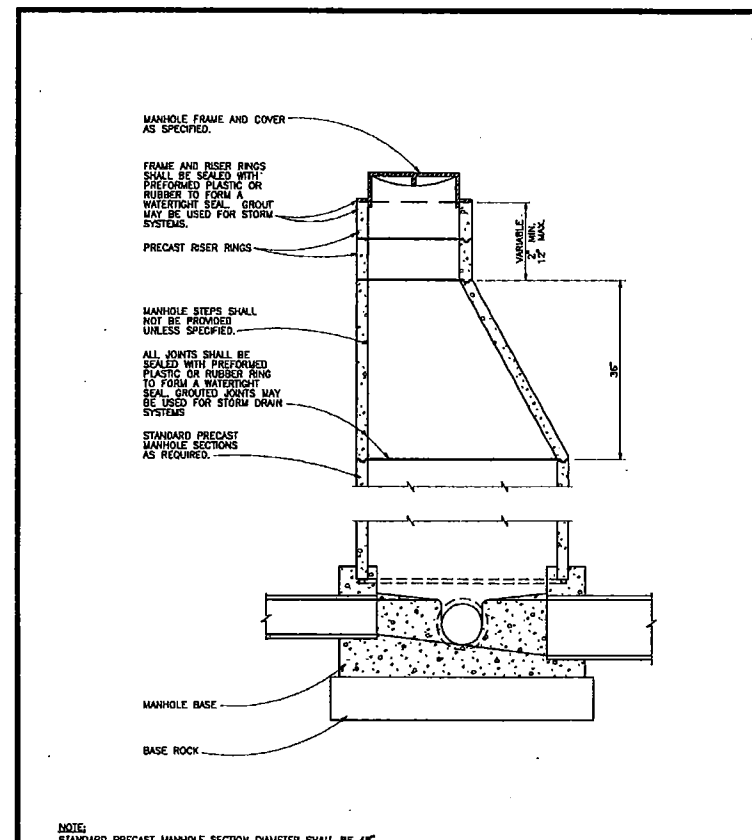
APWA OREGON CHAPTER  
**SHALLOW TRENCH SERVICE CONNECTION, BLOCKING, AND MARKERS**  
 DATE: AUG 1998 DRAWING NO. 308

FILENAME: APWA0023.DWG



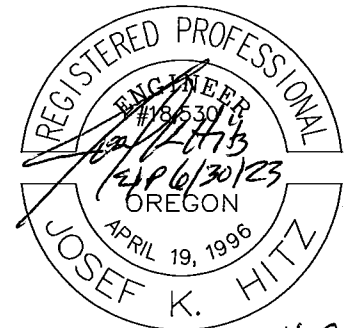
APWA OREGON CHAPTER  
**CLEANOUT**  
 DATE: MAY 1992 DRAWING NO. 310

FILENAME: APWA0032.DWG



APWA OREGON CHAPTER  
**MANHOLE**  
 DATE: MAY 1992 DRAWING NO. 315

FILENAME: APWA0028.DWG



11-9-21

REVISIONS	BY

**2021 EAST END CHAROLAIS DRIVE EXT.**  
 CITY OF JOHN DAY

DETAILS

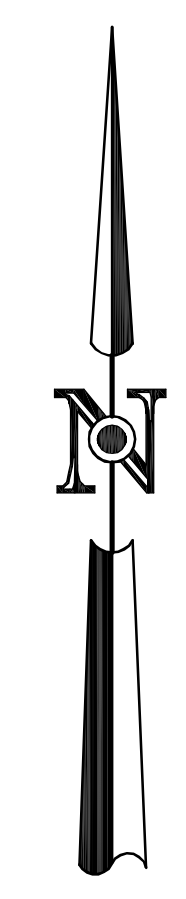
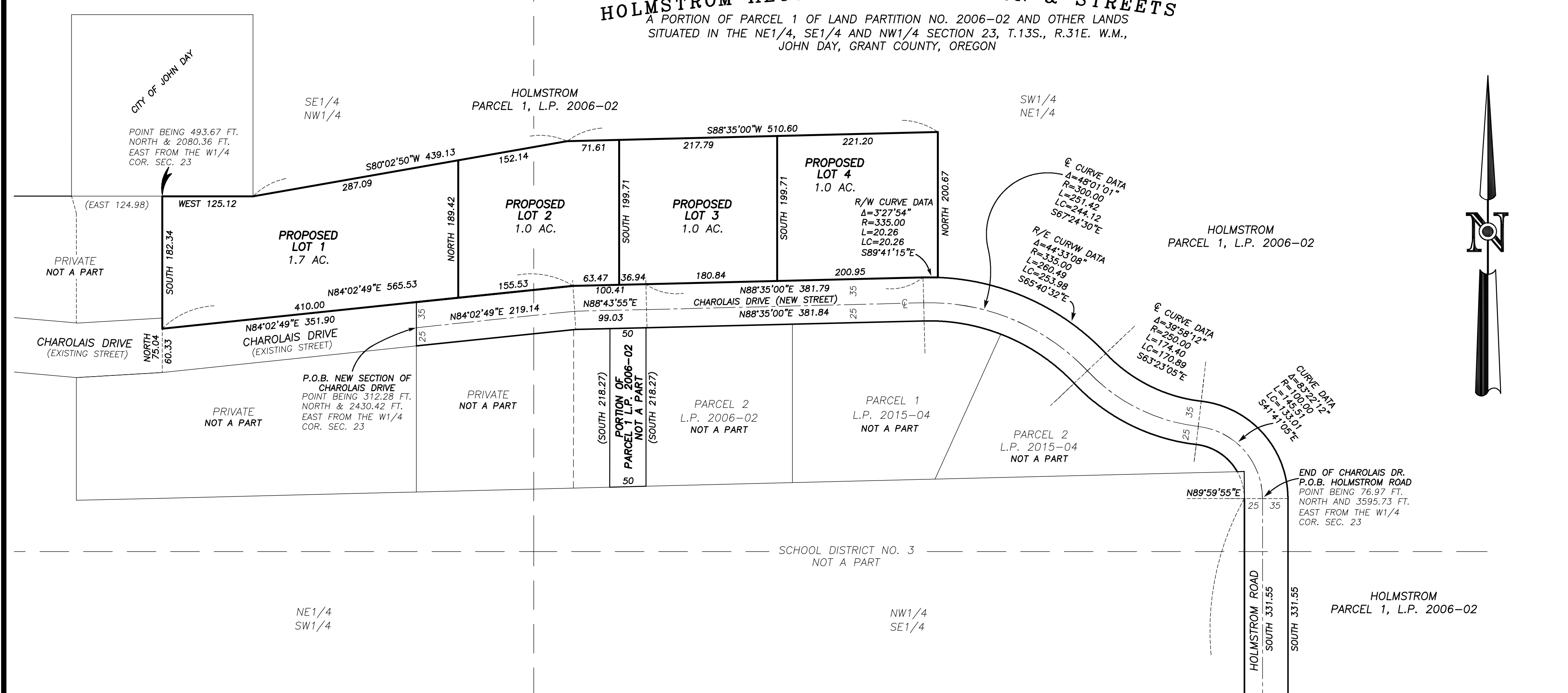
**SISUL ENGINEERING**  
 158 E. MAIN STREET  
 JOHN DAY, OREGON  
 (541) 575-3777

DATE	OCT 2020
SCALE	NOTED
DRAWN	GB
JOB	XXX
SHEET	<b>08</b>
OF 08 SHEETS	

Exhibit C  
ECH Dedication

[attached]

**PRELIMINARY PLAT OF  
HOLMSTROM HEIGHTS SUBDIVISION & STREETS**  
A PORTION OF PARCEL 1 OF LAND PARTITION NO. 2006-02 AND OTHER LANDS  
SITUATED IN THE NE1/4, SE1/4 AND NW1/4 SECTION 23, T.13S., R.31E. W.M.,  
JOHN DAY, GRANT COUNTY, OREGON



**SUBDIVISION BOUNDARY DESCRIPTION**

Land in the SW1/4NE1/4 and the SE1/4NW1/4 Section 23, T.13S., R.31E., W.M., City of John Day, Grant County, Oregon, described as follows:

A portion of Parcel 1 of Land Partition No. 2006-02, according to the Plat thereof, on file and of record in the office of the County Clerk of said County and State, filed February 23, 2006, described and bounded by the following tract:

Beginning at a point that is 493.67 feet North and 2080.36 feet East from the W1/4 Corner of said Section 23, thence South, 182.34 feet to a point on the north right of way line of Charolais Drive;

thence along the northerly right of way line of said Charolais Drive as follows:

N.84°02'49"E., 565.53 feet;

N.88°43'55"E., 100.41 feet;

N.88°35'00"E., 381.79 feet;

20.26 feet along the arc of a 335.00 foot radius curve right (the long chord of which bears S.89°41'15"E., 20.26 feet);

thence leaving said right of way line, North, 200.67 feet;

thence S.88°35'00"W., 510.60 feet;

thence S.80°02'50"W., 439.13 feet;

thence West, 125.12 feet to the point of beginning.

**CHAROLAIS DRIVE CENTERLINE DESCRIPTION**

A strip of land being 60.00 feet in width, said strip being a portion of Parcel 1 of Land Partition No. 2006-02, according to the Plat thereof, on file and of record in the office of the County Clerk of said County and State, filed February 23, 2006, the centerline of which being described as follows:

Beginning at a point that is 312.28 feet North and 2430.42 feet East from the W1/4 Corner of said Section 23, thence N.84°02'49"E., 219.14 feet;

thence N.88°43'55"E., 99.03 feet;

thence N.88°35'00"E., 381.84 feet;

thence 251.42 feet along the arc of a 300.00 foot radius curve right (the long chord of which bears S.67°24'30"E., 244.12 feet);

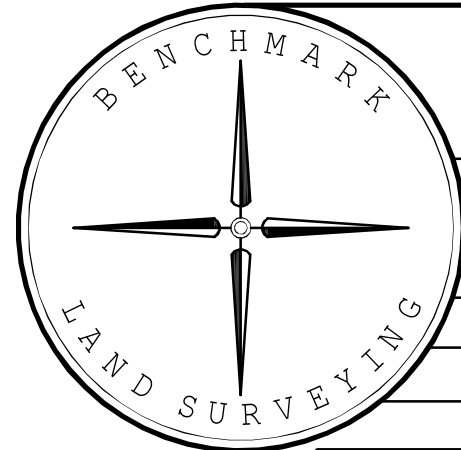
thence 174.40 feet along the arc of a 250.00 foot radius reverse curve left (the long chord of which bears S.63°23'05"E., 170.89 feet);

thence 145.51 feet along the arc of a 100.00 foot radius reverse curve right (the long chord of which bears S.41°41'05"E., 133.01 feet) to the terminus of the herein described centerline.

The right of way widths of Charolais Drive, as described herein is 25.00 feet on the right and 35.00 feet on the left.

NOTE: THE BEARINGS, DISTANCES AND AREAS SHOWN HEREON MAY CHANGE UPON THE EXECUTION OF A SURVEY

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*[Signature]*  
OREGON  
JULY 9, 2002  
MICHAEL C. SPRINGER  
#70918  
EXPIRES: 6/30/2022



**BENCHMARK LAND SURVEYING**  
217 N. CANYON BLVD. JOHN DAY, OREGON  
541-575-1251 ~ benchmarkls.com

PRELIMINARY SUBDIVISION PLAT OF HOLMSTROM HEIGHTS & STREETS  
A PORTION OF PARCEL 1 OF LAND PARTITION NO. 2006-02  
SITUATED IN THE NE1/4 AND NW1/4 SECTION 23,  
T.13S., R.31E. W.M., JOHN DAY, GRANT COUNTY, OREGON

SURVEYED FOR	FRANCIS HOLMSTROM & THE CITY OF JOHN DAY	
SURVEYED BY	MCS	3/4/2022
SCALE: 1"=100'	DRAWN BY: MCS	SHEET 1 OF 2

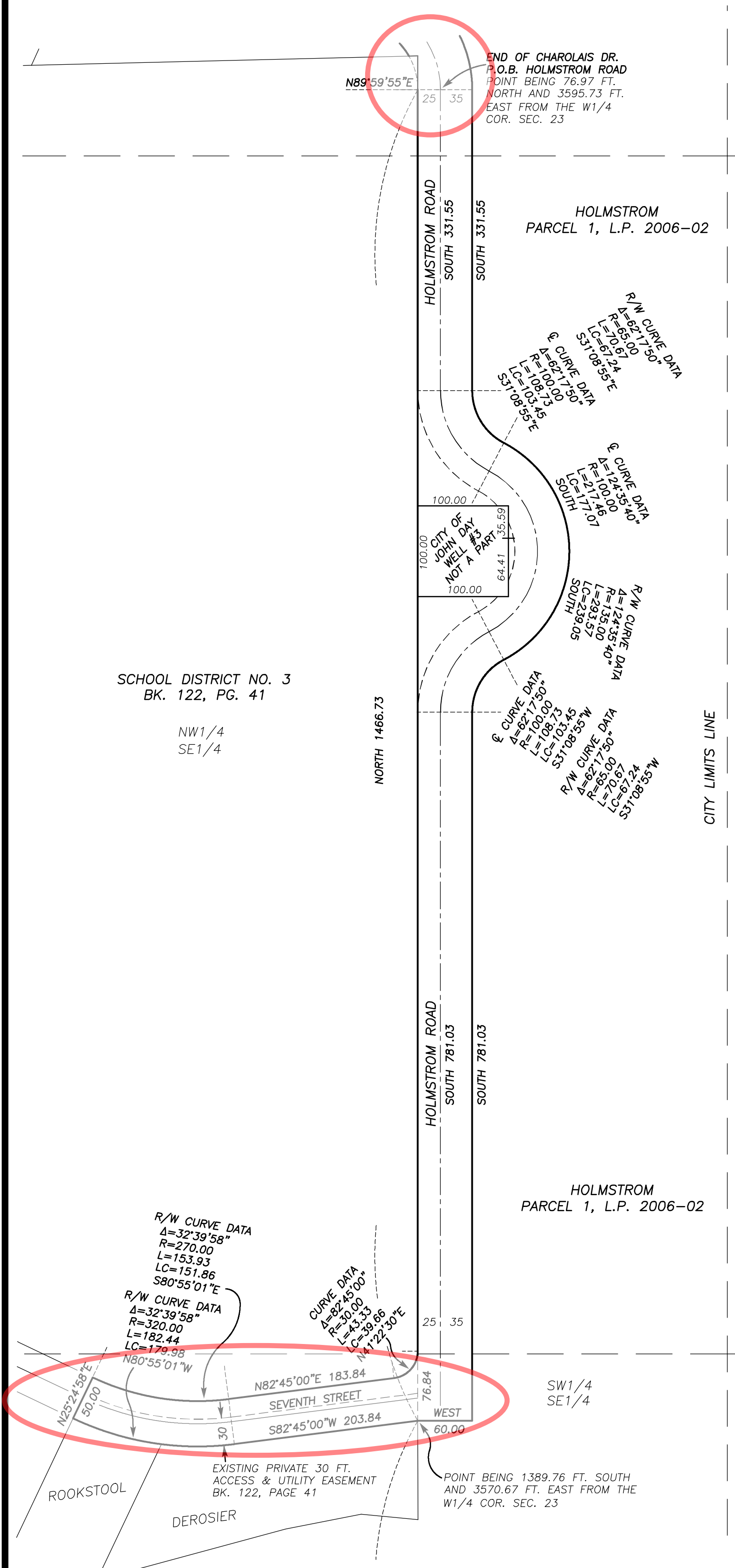


Exhibit D  
HR Dedication

[attached]

# PRELIMINARY PLAT OF HOLMSTROM HEIGHTS SUBDIVISION & STREETS

A PORTION OF PARCEL 1 OF LAND PARTITION NO. 2006-02 AND OTHER LANDS  
SITUATED IN THE NE1/4, SE1/4 AND NW1/4 SECTION 23, T.13S., R.31E. W.M.,  
JOHN DAY, GRANT COUNTY, OREGON



### HOLMSTROM ROAD RIGHT OF WAY DESCRIPTION

A Right of way for street purposes, situated in the W1/2E1/2 Section 23, T.13S., R.31E., W.M., and being a portion of Parcel 1 of Land Partition No. 2006-02, according to the Plat thereof, on file and of record in the office of the County Clerk of said County and State, filed February 23, 2006, said right of way being described as follows:

Beginning at the southeasterly terminus of the centerline of Charolais Drive, said point also being 76.97 feet North and 3595.73 feet East from the W1/4 Corner of said Section 23, thence N.89°59'55"E., 35.00 feet to a point of the easterly line of the herein described right of way;

thence along said easterly right of way line as follows:

- South, 331.55 feet;
- 70.67 feet along the arc of a 65.00 foot radius curve left (the long chord of which bears S.31°08'55"E., 67.24 feet);
- 293.57 feet along the arc of a 135.00 foot radius reverse curve right (the long chord of which bears South, 239.05 feet);
- 70.67 feet along the arc of a 65.00 foot radius reverse curve left (the long chord of which bears S.31°08'55"W., 67.24 feet);
- South, 781.03 feet;
- thence, leaving said east right of way line, West, 60 feet, more or less, to the west line of Parcel 1 of said Land Partition Plat No. 2006-02;
- thence along the west line of said Parcel 1, North, 1466.73 feet to a point S.89°59'55"W. from the point of beginning;
- thence N.89°59'55"E., 25.00 feet to the point of beginning.

EXCEPTING THEREFROM the city of John Day's Well site No. 3, more particularly described as follows:

- Beginning at a point that is S.74°59'W., 1703.83 feet from the E1/4 Corner of Section 23;
- thence North, 35.59 feet;
- thence West, 100.00 feet;
- thence South, 100.00 feet;
- thence East, 100.00 feet;
- thence North, 63.41 feet to the point of beginning.

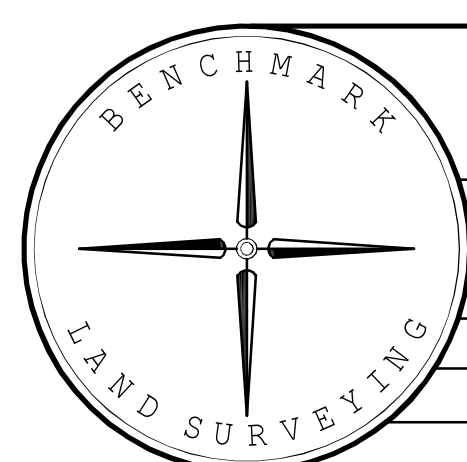
### SEVENTH STREET RIGHT OF WAY DESCRIPTION

A Right of way for street purposes, situated in the SW1/4SE1/4 Section 23, T.13S., R.31E., W.M., and being a portion that certain tract of land described in deed record book 122, page 41, deed records of Grant County, Oregon, said right of way being described as follows:

- Beginning at a point on the west boundary of Parcel 1 of Land Partition No. 2006-02, according to the Plat thereof, on file and of record in the office of the County Clerk of said County and State, filed February 23, 2006, said point being 1389.76 feet South and 3570.67 feet East from the W1/4 Corner of said Section 23, thence S.82°45'00"W., 203.84 feet;
- thence 182.44 feet along the arc of a 320.00 foot radius curve right (the long chord of which bears N.80°55'01"W., 179.98 feet);
- thence N.25°24'58"E., 50.00 feet;
- thence 153.93 feet along the arc of a 270.00 foot non-tangent curve left (the long chord of which bears S.80°55'01"E., 151.86 feet);
- thence N.82°45'00"E., 183.84 feet;
- thence 43.33 feet along the arc of a 30.00 foot radius curve left (the long chord of which bears N.41°22'30"E., 39.66 feet) to a point on the west line of Parcel 1 of said Land Partition Plat No. 2006-02;
- thence South, 76.84 to the point of beginning.

NOTE: THE BEARINGS, DISTANCES AND AREAS SHOWN HEREON MAY CHANGE UPON THE EXECUTION OF A SURVEY

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**  
  
**OREGON**  
JULY 9, 2002  
MICHAEL C. SPRINGER  
#70918  
EXPIRES: 6/30/2022



BENCHMARK LAND SURVEYING  
217 N. CANYON BLVD. JOHN DAY, OREGON  
541-575-1251 ~ benchmark1s.com

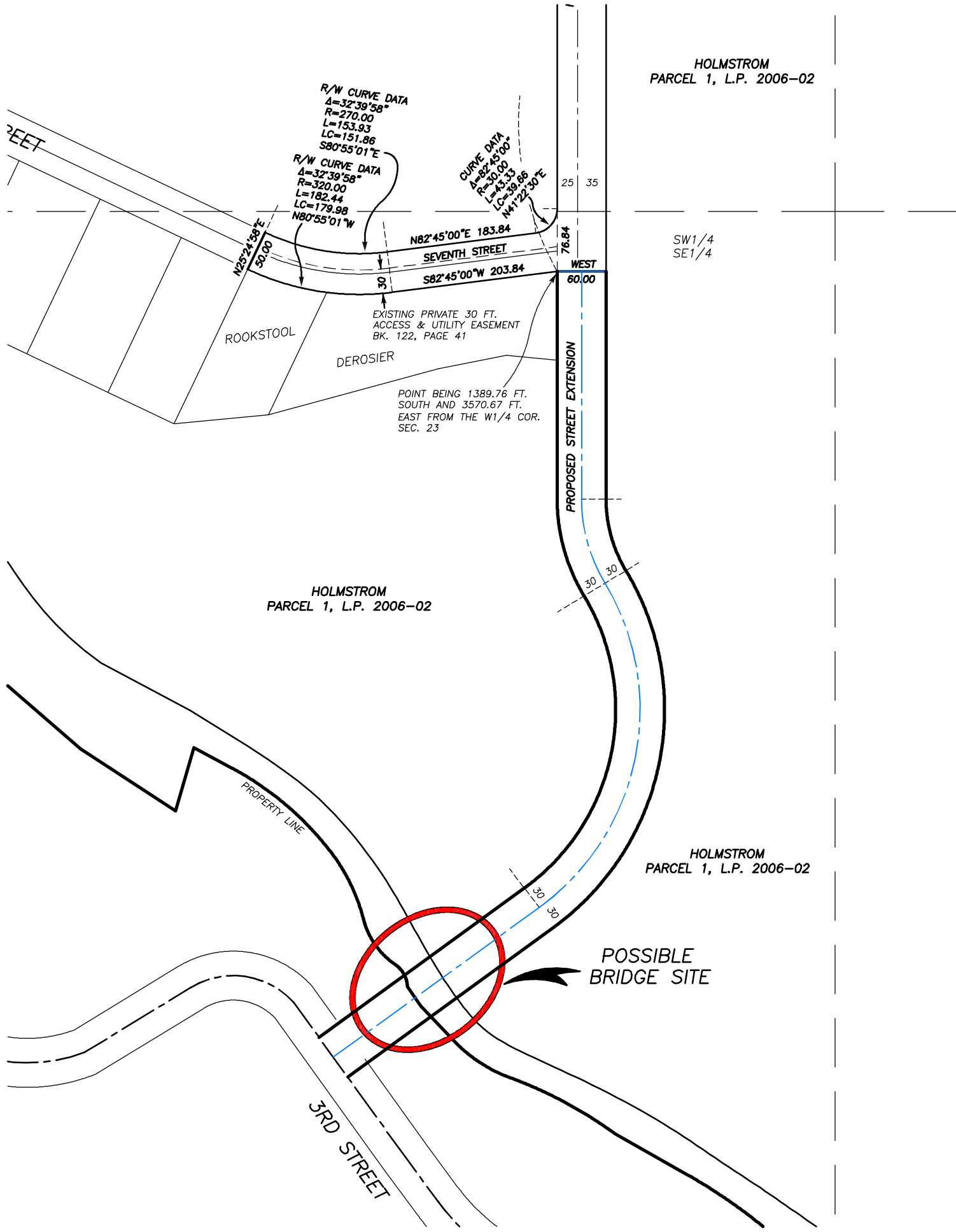
PRELIMINARY SUBDIVISION PLAT OF HOLMSTROM HEIGHTS & STREETS  
A PORTION OF PARCEL 1 OF LAND PARTITION NO. 2006-02  
SITUATED IN THE NE1/4 AND NW1/4 SECTION 23,  
T.13S., R.31E. W.M., JOHN DAY, GRANT COUNTY, OREGON

SURVEYED FOR	FRANCIS HOLMSTROM & THE CITY OF JOHN DAY		
SURVEYED BY	MCS		3/4/2022
SCALE: 1"=100'	DRAWN BY: MCS		SHEET 2 OF 2

Exhibit E  
TSCD Dedication

[attached]

**SKETCH**  
 SHOWING A POSSIBLE ROAD CONFIGURATION  
 FOR THE EXTENSION OF HOLMSTROM ROAD  
 FROM SEVENTH STREET, SOUTHERLY TO 3RD STREET  
 BEING A OVER PARCEL 1 OF LAND PARTITION PLAT NO. 2006-02  
 SITUATED IN SECTION 23, T.13S., R.31E., W.M.,  
 JOHN DAY, GRANT COUNTY, OREGON



PREPARED BY: BENCHMARK LAND SURVEYING  
 217 N. CANYON BLVD.  
 JOHN DAY, OR 97845  
 (541) 575-1251

Exhibit F  
Utility Dedication

[attached]

**EXHIBIT F**  
Legal Description

A strip of land situated in the NE1/4, SE1/4 and the NW1/4 Section 23, T.13S., R.31E., W.M., City of John Day, Grant County, Oregon, being coincident with that certain private access and utility easement described in Deed Book 90, Page 608. Said strip of land being 20 feet in width, 10 feet on each side of the following described centerline:

Beginning at Well #3, said point being 454.9 feet South and 1695.6 feet West from the E1/4 said Section 23;

thence N.54°43'W., 145.3 feet;

thence N.33°43'W., 192.5 feet;

thence N.40°37'W., 371.5 feet;

thence S.88°35'W., 1392.0 feet;

thence N.88°22'W., 188.3 feet;

thence S.84°11'W., 537.9 feet;

thence N.85°25'W., 559.7 feet;

thence S.52°36'W., 70.2 feet to a point on the Northerly right of way line of the John Day – Fox Valley County Road (Now NW Bridge Street) and the terminus of the herein described centerline.

Prepared by:  
Benchmark Land Surveying, Inc.  
217 N. Canyon Blvd.  
John Day, Oregon 97845  
(541) 575-1251

June 17, 2022



EXPIRES: 6/30/2022