

BE IT REMEMBERED, That at a regular term of the County Court of the State of Oregon, begun and held on Wednesday, the 6th day of April, 1955, the same being the first Wednesday of said month and the time fixed by law for holding a regular term of said Court, present:

D. R. Cook, County Judge  
 J. E. Olinger, Commissioner  
 Roscoe Kelley, Commissioner  
 Jessie M. Bell, Clerk  
 Roy Johnson, Sheriff  
 John E. Walker, District Attorney

and after due proclamation of the opening of the court by the proper officer the Journal of the last day's proceedings was read and is hereby approved and signed and among other proceedings the following were had, to-wit:

*D. R. Cook*  
 County Judge  
*J. E. Olinger*  
 Commissioner  
*Roscoe Kelley*  
 Commissioner

MUTUAL ROAD AGREEMENT

This Agreement made this 6th day of April, 1955, by and between the Walla Walla County Court, Walla Walla County, State of Washington, and the Umatilla County Court, Umatilla County, State of Oregon, hereinafter called the First Party and Second Party respectively;

Witnesseth:

Whereas, the First Party and the Second Party desire to cooperate for the mutual benefit of both Counties in an agreement concerning certain road sections along the County (State) line between the respective Counties and concerning other problems common to both Counties;

Now, Therefore, in consideration of the several promises to be faithfully performed by each, as hereafter set forth, the Parties do mutually agree as follows; that

Article 1:

The First Party shall be responsible for the reconstructing, draining, paving, and maintaining of all parts of the "State-Line" road running West from the old State Highway from Freewater, Oregon to College Place, Washington, and more particularly described as follows, to wit:

Beginning on the North-South Centerline of Sec. 14, T6N, R35E., W.M., at the Oregon-Washington State line, and running thence in a Westerly direction along said state line six and one half (6 1/2) miles, more or less, to the West line of Sec. 14, T6N, R34E., W.M., and also,

Beginning on the North-South Centerline of Sec. 16, T6N, R34E., W.M., at the Oregon Washington State line and running thence in a Westerly direction along said state line five (5) miles, more or less, to the West line of Sec. 15, T6N, R33E., W.M.

Article 2:

The Second Party shall be responsible for the reconstructing, draining, paving, and maintaining of all parts of the "State-Line" road running East from the old State Highway from Freewater, Oregon to College Place, Washington, and more particularly described as follows, to wit:

Beginning on the North-South Centerline of Sec. 14, T6N, R35E., W.M., on the Oregon-Washington State line and running thence in an Easterly direction along said State line one and one-quarter (1 1/4) miles, more or less, to the North-South centerline drawn through the West half of Sec. 13, T6N, R35E., W.M., and also,

Beginning at the West line of Sec. 18, T6N, R36E., W.M. on the Oregon-Washington State line, and running thence in an Easterly direction along said State line two and three-quarters (2 3/4) miles, more or less, to the North-South Centerline drawn through the East half of Sec. 16, T6N, R36E., W.M. and also,

Beginning at the West line of Sec. 14, T6N, R36E., W.M. on the Oregon Washington State line and running thence in an Easterly direction along said State line one-half (1/2) mile, more or less, to the North-South centerline of said Sec. 14,

Article 3:

The First Party shall maintain the Mill Creek road which runs South and East from the Oregon-Washington State line through Sections 18, 19, 20, 21 and 22, T6N, R38E., W.M. when ordered by the Umatilla County Engineer at the costs as hereinafter provided. It shall be the responsibility of the Umatilla County Engineer to determine when work shall be done and the time when said work shall be done but he shall be cognizant of the equipment and labor operating schedule of the Walla Walla County Road Department.

Article 4:

The First Party shall be responsible for the maintenance and all other necessary work on the Mormon Grade Road in Sec. 14, T6N, R37E., W.M. and the Pike's Peak Loop Road in Sections 14, 23, 25, 26, 22, and 15, T6N, R37E., W.M. No compensation shall be granted from the Second Party to the First Party for the work outlined here in Article 4.

Article 5:

Both Parties shall exchange equipment or services when necessary at an agreed upon cost plus ten (10%) percent for overhead and operating expenses. As soon as this agreement shall become legal, the Walla Walla County Engineer shall furnish to the Umatilla County Engineer a list of hourly rental rates for equipment and services as currently used by the Walla Walla County Road Department. This list shall be used by both Parties as the cost basis for any future exchange of equipment or services. This list shall be subject to revision on January 1 of each year during the life of this agreement because of any rising or lowering of construction or maintenance costs during the preceding year.

Article 6:

Each Party shall furnish crushed rock material to the other Party when rock crushing operations are in progress along the State line, provided that advance notice as to quantity and time of need is given to the Party running said rock crushing operation, and further

ing expenses.

Article 7:

This agreement shall remain in full force and effect until terminated by written notice of either Party. However, said termination notice shall be given not less than ninety (90) days before the effective termination date thereof.

Article 8:

As herein before stated each Party shall pay the full costs of the reconstructing, paving, draining, and maintaining on the road sections herein assigned to them and nothing contained herein shall grant either Party the right to regulate the work progress or work schedule of the other Party.

In Witness Whereof, the Parties hereto have affixed their signatures on the day and year first above written.

FIRST PARTY  
WALLA WALLA COUNTY COURT  
WALLA WALLA COUNTY  
STATE OF WASHINGTON

ARTHUR E. COX  
County Chairman  
FESTON HANSON  
County Commissioner  
OWEN M. WALKER  
County Commissioner

Attest:  
MADYS GILMAN  
Walla Walla County Auditor

( S E A L )

SECOND PARTY  
UMATILLA COUNTY COURT  
UMATILLA COUNTY  
STATE OF OREGON

D. R. COOK  
County Judge  
J. E. OLINGER  
County Commissioner  
ROSCOE KELLEY  
County Commissioner

Attest:  
JESSIE M BELL  
Umatilla County Clerk  
By ROSEMARY BELTS,  
Deputy

( S E A L )

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