

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of March, 1966, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter called "State," and UMATILLA COUNTY, a political subdivision of the State of Oregon, by and through its County Court, hereinafter called "County";

W I T N E S S E T H:

RECITALS:

1. For the purpose of furthering the development of a highway system adapted to the needs of the people of the State of Oregon and for the promotion of the safe and expeditious flow of traffic, State and County plan and propose to construct the Pendleton Section of the Old Oregon Trail, State Primary Highway No. 6 (I-80N), as a throughway as that term is defined in ORS 374.010. Hereinafter, all acts necessary to effectively accomplish this end shall be referred to as "project."

2. Pursuant to ORS 366.775, ORS 374.075, and ORS 374.080, State and County may enter into agreements for the construction, reconstruction, improvement, or repair of any throughway, road, highway, or street.

3. Pursuant to ORS 374.060 and ORS 374.065, State is empowered, with the official approval of County, to close any street, highway, or road of the county at or near its point of intersection with said throughway, or to make provision for the carrying of the street or road over or under the throughway, or may provide a connection with the throughway by means of a utility or service road to a suitable point of connection, and do any and all work on said streets, highway, or roads as is necessary therefor. ORS 374.065 further provides that after the establishment of the throughway no county road shall be constructed running into or intersecting the throughway unless the plans and specifications have first been submitted to and approved in writing by State.

4. Pursuant to ORS 366.320(3), all rights of way owned or held by county over or along any roads adopted as state highways are vested in State.

5. Attached hereto, marked "Exhibit A" and by this reference made a part hereof, is a sketch map showing the general plans and location of said project.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

THINGS TO BE DONE BY STATE:

1. State, by execution of this agreement, approves the RECITALS herein, aforesaid Exhibit A, the provisions of THINGS TO BE DONE BY COUNTY, and all other provisions of this agreement.

2. State shall prepare all plans, obtain the necessary right of way by purchase or otherwise, let and award all contracts, and supervise construction of the project.

3. State shall construct and thereafter maintain on the Pendleton Section of the Old Oregon Trail, hereinafter called "throughway," the following interchanges, connections, and separation structures, approximately as shown colored in green on the attached Exhibit A:

- a. West Pendleton Interchange.
- b. Union Pacific-Reith Highway (County Road) separation structure.
- c. Umatilla River Structures.
- d. John Day Highway Interchange (Pendleton-John Day Highway).
- e. South Pendleton Interchange (Oregon-Washington Highway).
- f. Unnamed Umatilla County Road (Section 12, Township 2 North, Range 32 East, W.M.) separation structure.
- g. East Pendleton Interchange.

4. State shall relocate and construct or reconstruct various road connection and/or frontage roads approximately as shown colored in orange on the attached Exhibit A. Upon completion by State, said road connections and frontage roads, shown colored in orange, shall revert to County for jurisdiction, control, and maintenance, and are further described as follows:

- a. S.W. Dorian Place (Umatilla County Road No. 414) from S.W. 20th Street westerly to S.W. 23rd Street, thence westerly and northerly therefrom a distance of approximately 400 feet. 1310
- b. Frontage Road between S.E. 3rd Street Extension (County Road No. 421) and Dump Road (County Road No. 433), lying southerly of the throughway, with access to the South Pendleton Interchange. 991
- c. Frontage road between the existing Old Oregon Trail and Theater Road, lying northerly of the throughway and adjacent to the East Pendleton Interchange. 939
- d. Frontage road between Goad Road and Theater Road, lying southerly of the throughway and adjacent to the East Pendleton Interchange. 10414
1043

5. State shall close the following roads in the following manner and at the following locations: (Said closures are shown by means of redlines on the attached Exhibit A and shall apply to those portions within the access control area of the throughway.)

a. Reith Road at the southerly right of way boundary line of the throughway. 1302

b. Old Oregon Trail (existing) at the northerly right of way boundary line of the throughway adjacent to the relocated west bound on-ramp of the West Pendleton Interchange. 1302

c. S.W. Dorian Place (County Road No. 414) at the northerly access control line of the throughway adjacent to the west bound on-ramp of the John Day Highway Interchange. 1310

d. S.E. 3rd Street Extension at the northerly and southerly access control lines of the throughway adjacent to the west bound on-ramp and east bound off-ramp of the South Pendleton Interchange. 991

e. Dump Road at the northerly and southerly right of way boundary lines of the throughway. 991

f. Theater Road at the northerly right of way boundary line and southerly access control line of the throughway. 939

6. State shall also close any other roads within the right of way boundaries of the throughway that may interfere with the free and convenient flow of traffic on the new facility which are not presently determined and, therefore, not shown on the attached Exhibit.

7. State shall, upon completion of project, relinquish to County all State's right, title, and interest in those portions of roads referred to in paragraph 4 above, and shown colored in orange on the attached Exhibit A; and all jurisdiction, control, and maintenance thereon shall pass to County to be performed at County's sole expense. Said portions of roads lie outside the access controlled area of the throughway.

THINGS TO BE DONE BY COUNTY:

1. County, by execution of this agreement, approves the RECITALS herein, aforesaid Exhibit A, provisions of THINGS TO BE DONE BY STATE, and all other provisions set forth in this agreement.

2. County agrees, upon completion of the project, to assume maintenance of and jurisdiction and control over the reconstructed portions of county roads or frontage roads as described and set forth in paragraphs 4 and 7 under THINGS TO BE DONE BY STATE and as shown colored in orange on the attached Exhibit A.

3. County consents to the closure of those certain roads as described in paragraphs 5 and 6 under THINGS TO BE DONE BY STATE.

4. County agrees that no county roads shall be constructed running into or intersecting said throughway without written approval of State.

5. County acknowledges the effect and scope of ORS 366.320(3) and, pursuant thereto, consents to the vesting in State of those portions of right of way of the County within the right of way boundary lines of the throughway.

6. County shall, upon request by State and without expense to State, relocate or reconstruct or cause to be relocated or reconstructed, all privately or publicly owned utility conduits, lines, poles, mains, pipes, and all other facilities of every kind and nature, where such utilities or facilities are located within the right of way of any presently existing county road, and where such relocation or reconstruction is necessary in order to conform the utilities or facilities to the plans of the project.

7. Upon completion of the project and upon relinquishment by State to County, as provided in paragraph 7 of THINGS TO BE DONE BY STATE, County shall accept State's right, title, and interest in those roads or portions of roads to be relocated and/or constructed, as referred to in paragraphs 4 and 7 under THINGS TO BE DONE BY STATE and shown colored in orange on the attached Exhibit A, and shall, at County's sole expense, maintain and exercise jurisdiction and control over said portions of roads.

8. County agrees to execute this agreement during a duly authorized session of its County Court.

GENERAL PROVISIONS:

1. State and County mutually agree and understand that a provision for a future connection to be constructed by others shall be made approximately opposite Engineer's Station 24+50 of the South Pendleton Interchange-City Center connection.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year first above written.

This agreement was approved by the Oregon State Highway Commission on March 8, 19 66, at which time the secretary for the Commission was authorized and directed to sign said agreement for and on behalf of the Commission. Said authority is set forth in Volume 50, Page _____, Minute Book of the Oregon State Highway Commission.

APPROVED:

/s/ Floyd Query
Floyd Query, Secretary

/s/ F. B. Klaboe
Assistant State Highway Engineer

UMATILLA COUNTY, by and through
its County Court

/s/ By D. R. Cook
Judge

ATTEST:

/s/ Jessie M. Bell
County Clerk
/s/by Fern Masters, Deputy

/s/ By Cecil B. Stanton
County Commissioner
/s/ By Walter A. Holt
County Commissioner