



3050 "E" STREET  
BAKER CITY, OR 97814  
PHONE (541) 523-6417  
FAX (541) 523-8233  
bcroad@bakercountyor.gov

NOLAN "NOODLE" PERKINS  
ROADMASTER

LUKE MORGAN  
ASSISTANT ROADMASTER

MICHAEL O'ROURKE  
SHOP FOREMAN/FLEET MGR

ERIKA CHURCH  
MANAGEMENT ASSISTANT

**APPLICATION FOR ACTIVITIES IN BAKER COUNTY ROAD RIGHT OF WAY  
(PUBLIC APPLICATION)**

Date: 2/26/26

Name of Applicant: Steve Haberle  
Please Print

**Location of Right of Way:**

- a. County Road Name: N Cedar
- b. County Road Number: Hyw 86 867
- c. Township 09 Range 40 Section 09A
- d. Milepoint from nearest intersection. 1/4 miles from 184  
Road or Highway name

**Type of Activity to be Performed in the Right of Way:**

- Installation of Approach (Some approaches may be required to be paved. See Specific Condition on page 2.)
- Installation of Telephone/Cable Lines
- Installation of Cattle Guard(s)
- Installation of Culvert(s)
- Installation of Water Line(s)
- Location/Installation of Power Line(s)
  - How many volts? \_\_\_\_\_ Aboveground?  Underground?
  - Will line Parallel the right of way?
- Other construction in the right of way:

Construction is to be: Temporary  Permanent

**PLEASE INCLUDE A SET OF DRAWINGS/SKETCHES TO DETAIL THE PROPOSED ACTIVITY.**

**Responsibilities of Applicant:**

- a. The Baker County Road Department may require an original Construction Contractors Board residential or commercial bond for contractors and individuals who will perform construction work along the right-of-way to ensure that a contractor or an individual's work will not cause damage on the roads, endangering the public and resulting to possible accidents or more expensive repair and maintenance fees for the County. (see Specific Instructions below if the Roadmaster or Assistant Roadmaster require a bond.)
- b. Applicant agrees to be responsible and liable for all accidents, damage or injury to persons or property resulting from the use of the right of way for the above stated purpose(s).
- c. Applicant agrees to employ any and all methods of construction and maintenance to assure the safety of the general traveling public.
- d. Applicant confirms that the construction/work in the right of way will conform to federal, state, and local laws and rules.
- e. Applicant understands that if the operation, construction and/or use are to be permanent, the County must agree to the form and substance of the impairment.
- f. Applicant acknowledges that the County is not responsible for any supervisory or regulatory actions other than those specifically agreed to in the authorizing of the specific permit, or already required by law.
- g. Applicant will notify Baker County Road Department twenty-four (24) hours in advance of onsite construction.
- h. Any asphalt surfaced road crossing shall be bored. If for any reason boring is not possible, the Applicant shall contact the Baker County Road Department for additional requirements prior to cutting the road.
- i. Any underground pressurized pipeline shall be in a conduit or liner. Any underground electrical shall be in a conduit.
- j. Applicant is responsible for the location of any/all underground utilities within the construction by contacting the Oregon Utility Notification Center (dial 811 or online at [Oregon811](http://Oregon811)) and registering the new underground facility/utility.
- k. The construction site will be restored to its original condition upon completion of project.

**Declaration and Signature of Applicant:**

**I DECLARE THAT I HAVE READ AND UNDERSTAND MY RESPONSIBILITIES WITH REGARD TO THE APPLICATION, THAT I AGREE TO ANY TERMS AND CONDITIONS THAT MAY ARISE UNDER THE PERMIT, AND THAT I HAVE THE AUTHORITY TO BIND MYSELF AND OTHERS WHO MAY BE COMPLETING WORK UNDER THIS PERMIT TO ITS PROVISIONS.**

*S.F. Haberle*  
Signature of Applicant

S F Haberle  
Printed Name of Applicant

43996 Brown Road Baker City, Oregon 97814  
Applicant's Mailing Address

(541) 519-4575  
Phone

steve@orchardwoodproducts.com  
Email

**Approval of Baker County Road Department:**

*[Signature]*  
Signature

Asst. Roadmaster  
Title

3-4-26  
Date

Expiration Date: 12-4-26

Specific Conditions: Please call us before construction for an onsite preconstruction meeting. 541-523-6417



Post Inspection Required. Please call to schedule an appointment.



SEE MAP 09S 41

(OLD BAKER - HOMESTEAD HWY)

933'WL  
DRG 5B-14-21

500  
15.56 AC

T09 R 40 S 09A

410'

NO 86

818.4'

OFF POLE  
OFF TELE

HWY

818.4' S &  
482' E OF  
N 1/4 COR

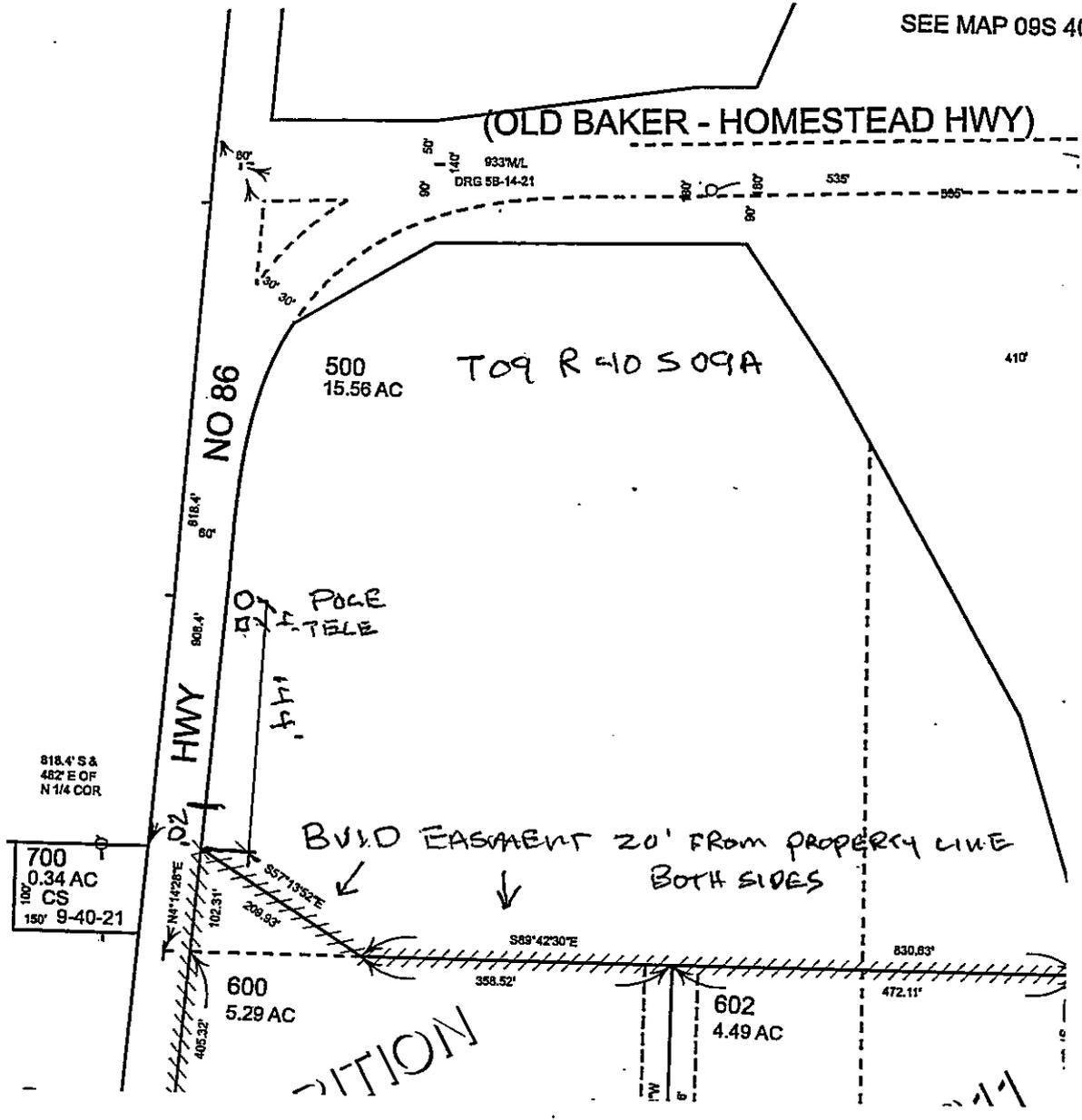
700  
0.34 AC  
CS  
150' 9-40-21

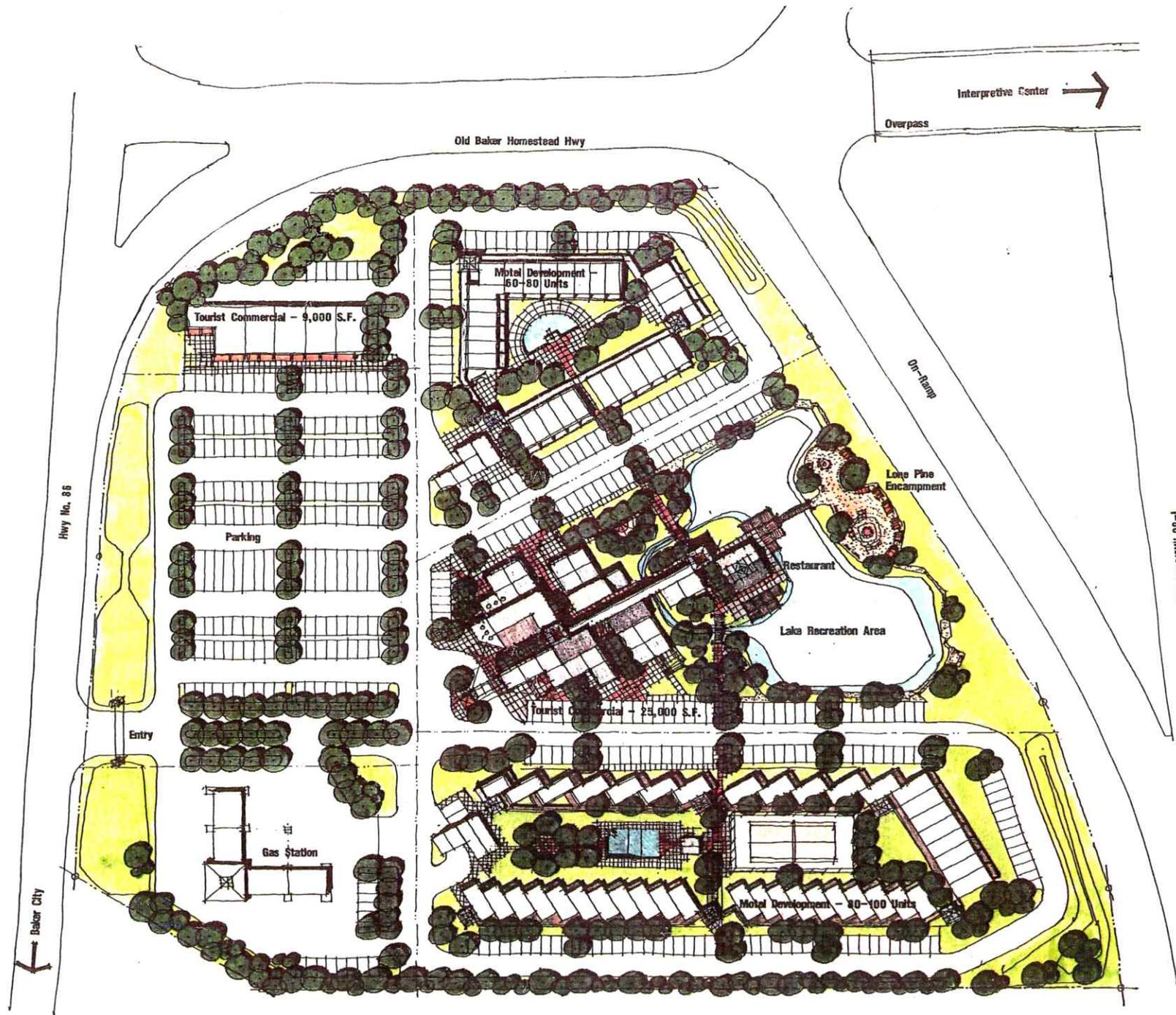
BUILD EASEMENT 20' FROM PROPERTY LINE  
BOTH SIDES

600  
5.29 AC

602  
4.49 AC

NOTATION





Preliminary Site Schematic – Haberle Tourist Development – Baker, Oregon

HOSFORD & LARSON ARCHITECTS, AIA

# PARTITION PLAT NUMBER P2025-011

A partition of a portion of Parcel 1 of Partition Plat P2009-001  
Sited in the Northeast quarter of Section 9, Township 9 South, Range 40 East of the Willamette Meridian,  
Baker County, Oregon

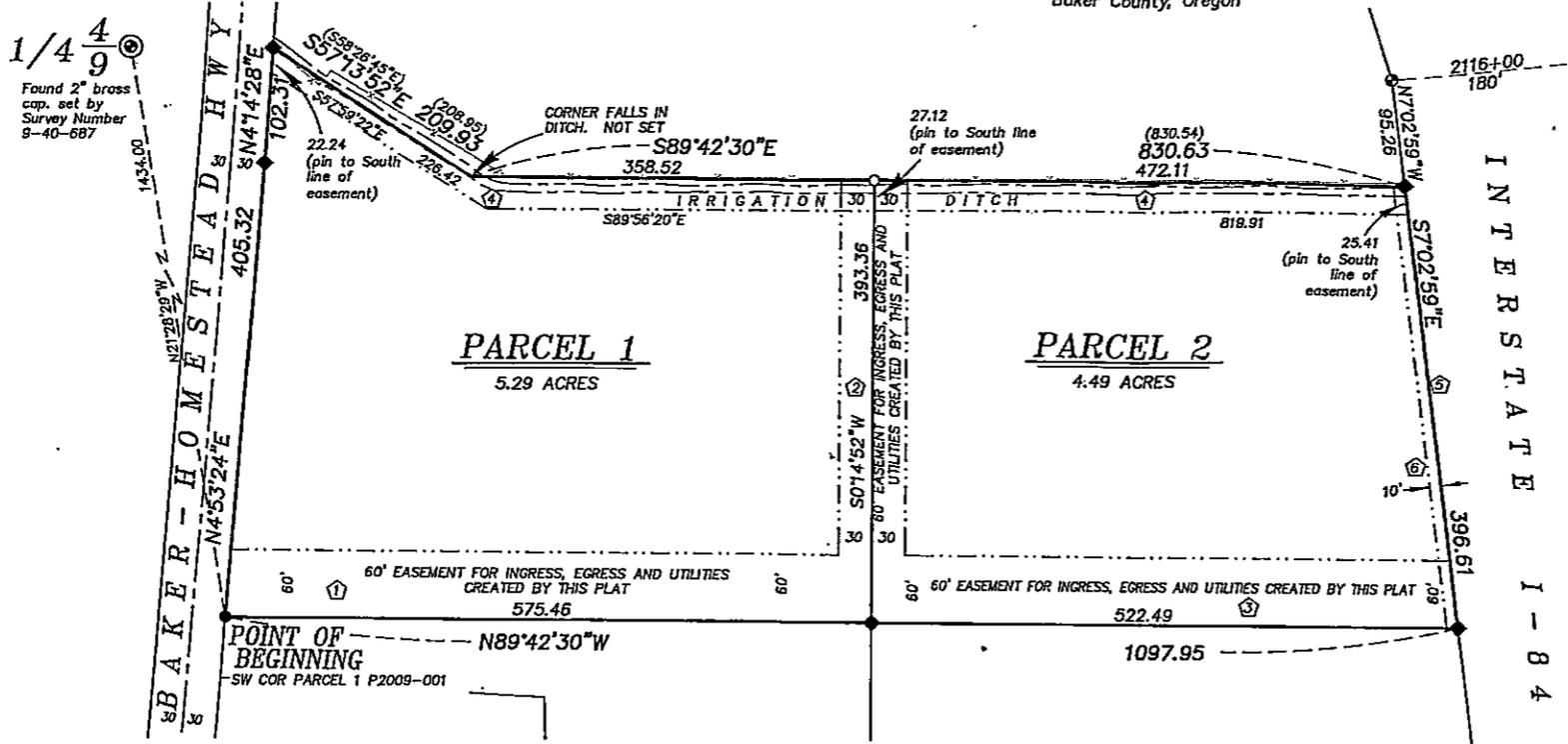
## BASIS OF BEARING

Geodetic North at the Section corner common to Sections 8, 9, 16 and 17, Township 9 South, Range 40 East of the Willamette Meridian, as determined by GPS observation

SCALE: 1" = 100'

## LEGEND

- ⊙ Found 2" brass cap, set by Survey Number 9-40-687
- Found 5/8" iron pin with plastic cap marked HANLEY ENGR. PLS 1817, set by Partition Plat Number P2009-001
- ◆ Found 5/8" iron pin with plastic cap marked BGB SURVEY MARKER, set by Survey Number 9-40-865
- ⊕ Found 5/8" iron pin with 1 1/2" aluminum cap, set by Oregon Department of Transportation
- Set 5/8" x 30" iron pin with plastic cap marked BGB SURVEY MARKER
- Centerline
- - - Easement line
- \* Fence line
- ( ) Record measurement as per Partition Plat Number P2009-001



### REFERENCE MATERIAL

- Survey Number 09-40-32  
Survey Number 09-40-322  
Survey Number 09-40-687  
Survey Number 09-40-727  
Survey Number 09-40-830  
Survey Number 09-40-865  
Partition Plat P2007-018  
Partition Plat P2009-001  
ODOT strip map 5B-14-21  
ODOT strip map 9B-3-22
- DEED REFERENCES**  
71 26 022  
24 27 0045  
24 27 0052
- SORT Report No. 640240AM,  
dated August 19, 2024, prepared  
by AmeriTitle Inc.

### NARRATIVE

This partition was done at the request of Aaron Densley, on behalf Lillian Densley, owner of the land within. Mr. Densley wanted to divide the property as shown. Extentors of the property were monumented earlier this year by Survey Number 9-40-865 where some lines were adjusted along the South line. Adjustment perfected by Deeds 24 27 045 and 24 27 052. I find no unusual conditions with this partition.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Jeffrey S. Hsu*

OREGON  
JUNE 2, 2010  
JEFFREY S. HSU  
83571

Renewal Date: June 30, 2027.

### SURVEYOR'S EXACT COPY STATEMENT

I, Jeffrey S. Hsu, registered Oregon Surveyor No. 83571, do hereby certify that I am the Surveyor who prepared the Partition as shown and that the annexed tracing is an exact copy of said Partition as the same is on file in the Plat Books of BAKER COUNTY, OREGON.

### NOTES AND EASEMENTS

- EASEMENTS CREATED BY THIS PLAT**
- ① 60 feet wide easement, over the South 60 feet of Parcel 1, for ingress, egress and utilities, for benefit of Parcel 2, and adjacent landowners to the North and South of this Partition.
  - ② 60 feet wide easement, over the East 30 feet of Parcel 1 and the West 30 feet of Parcel 2, for benefit of Parcels 1 and 2, and adjacent landowner to the North of this Partition
  - ③ 60 feet wide easement, for ingress, egress, and utilities, over the South 60 feet of Parcel 2, for benefit of adjacent landowner to the South of this Partition.

See Easement Maintenance Agreement for all terms for maintenance of any roads now existing, or hereafter established, within the above-described Easements (herein "roads" or "roadways"), including without limit, all obligations imposed on the landowner's using said Easements created by this Plat with roadways, herein "Owner", for maintenance, repairs, replacement, snow removal, grading, or paving of said roadways. "Owner" means the ownership of a parcel that is subject to the terms of this instrument, however the parcel may be titled, such as, but not limited to, by an individual, multiple individuals, trustee of a trust, limited liability company, corporation, partnership, or any other such legal entity. This instrument shall control as to all matters regarding costs of normal and customary repairs and maintenance, or improvements, and expressly supercedes any other applicable rule or statute, including without limit, Oregon Revised Statute 105.170 to 105.185, as amended. This instrument is not intended and will not be construed to create any third party beneficiary rights in any person or entity who is not an Owner.

### EASEMENTS OF RECORD

- ④ Irrigation Ditch easement, created by Partition Plat P2007-018. Declaration states 20 each side of irrigation ditch. Ditch falls within 20 feet of the North line of the property. I offset the South line 20 feet to place the Southern extents of this easement.

### EASEMENT MAINTENANCE AGREEMENT

1. Each Owner shall be fully responsible, and solely pay, for all costs of regular maintenance and repair that any Owner desires to undertake individually, or through any agent or contractor, provided that all such work shall be conducted and completed in a good and workman-like manner, and shall not impair the usual and customary uses of any other users of the roadways, nor impair or lessen the condition of any roadways now existing or hereafter established in the Easements. Each Owner shall be fully responsible and solely pay for all costs of repairs of any roadway that is damaged or impaired solely by that Owner, or by any third party using the roadway as a guest, invitee, contractor, or which is otherwise attributable to any use being made solely at the request or for the benefit of that Owner. Nothing contained herein shall be construed as authorizing any Owner to create a debt or obligation of any other Owner, or act as an agent for any other Owner, with respect to any repairs or maintenance, whether considered ordinary and regular, or improvements, undertaken by any Owner.
2. Any extraordinary costs to enhance or upgrade any portion of any roadway, beyond regular and customary maintenance, shall also be the sole obligation of that Owner who undertook the improvements. Nothing contained herein shall be construed as authorizing any Owner to create a debt or obligation of any other Owner, or act as an agent for any other Owner, in undertaking any repairs, maintenance or improvements for any roadway. Further, each Owner shall promptly pay any contractor, or other third party, engaged by that Owner, and shall not permit any lien or encumbrance of any kind to be filed upon or against any parcel subject to the terms of this maintenance agreement.
3. This maintenance agreement is appurtenant to each parcel of real property created by this Plat. Further, in the event any such parcel of real property above-described is divided by partition, or other such division process, that results in separate parcels or tax lots that have access to the Easements and the roadways, such additional parcels shall be subject to the terms of this maintenance agreement.
4. This instrument may be modified or amended only upon unanimous approval of all Owners of the real property above-described benefitted by the Easements.
5. In the event of any litigation arising under this instrument, the prevailing Owner(s) therein shall recover from the losing Owner(s), the prevailing Owner's reasonable attorney fees at trial and upon appeal, as adjudged by the trial or appellate court, together with court costs as provided by law.
6. In the event of any breach of any of the provisions of this instrument, the aggrieved or injured Owner(s) shall have all rights and remedies provided by law or in equity, including without limit, immediate issuance of a temporary restraining order or preliminary injunction enforcing this instrument, and to judgment for damages caused by any breach.
7. This instrument shall remain in full force and effect until such time, if at all, that the Easements become dedicated public streets and subject to maintenance by the City of Baker, Oregon.

# PARTITION PLAT NUMBER P2025-011

A partition of a portion of Parcel 1 of Partition Plat P2009-001  
Situated in the Northeast quarter of Section 9, Township 9 South, Range 40 East of the Willamette Meridian,  
Baker County, Oregon

## SURVEYOR'S CERTIFICATE

I, Jeffrey S. Hsu, Registered Professional Land Surveyor, hereby certify that I have surveyed and platted the land within this partition, being a portion of Parcel 1 of Partition Plat P2009-001, situated in the Northeast quarter of Section 9, Township 9 South, Range 40 East of the Willamette Meridian, Baker County, Oregon, being more particularly described as follows,

Beginning at the Southwest corner of Parcel 1 of Partition Plat P2009-001, said point which falls on the East right-of-way line of the Baker-Homestead Highway,

Thence: North 4°53'24" East, along the East right-of-way line of Baker-Homestead Highway, a distance of 405.32 feet, to an angle point in said East right-of-way line,

Thence: North 4°14'28" East, along said East right-of-way line, a distance of 102.31 feet,

Thence: South 57°13'52" East, a distance of 209.93 feet, to a line parallel with and 938.40 ft. South of the North line of the Northeast quarter of said Section 9,

Thence: South 89°42'30" East, along said line, a distance of 830.63 feet, to the West right-of-way line of Interstate I-84,

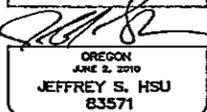
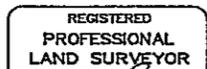
Thence: South 7°02'59" East, along said West right-of-way line, a distance of 396.61 feet,

Thence: North 89°42'30" West, a distance of 1097.95 feet, to the Point of Beginning.

Containing 9.78 acres.

I further certify that I made this plat by order of and under the direction of the owner thereof, and all parcel corners are surveyed and monumented in accordance with O.R.S. 92.050 and 92.060.

  
Jeffrey S. Hsu, OPLS 83571  
Baggett, Griffith and Blackman  
2006 Adams Avenue  
LaGrande, OR 97850



Renewal Date: June 30, 2027

## SURVEYOR'S EXACT COPY STATEMENT

I, Jeffrey S. Hsu, registered Oregon Surveyor No. 83571, do hereby certify that I am the Surveyor who prepared the Partition as shown and that the annexed tracing is an exact copy of said Partition as the same is on file in the Plat Records of BAKER COUNTY, and said exact copy is submitted as per O.R.S. 92.120.

## DECLARATION

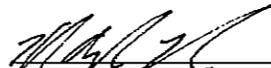
Know all people by these presents that LILLIAN C. DENSLEY, Surviving Trustee of the DOYLE G. AND LILLIAN C. DENSLEY FAMILY TRUST DATED MAY 15, 1996, is the owner of the land within this Partition, said land being more particularly described in the accompanying Surveyor's Certificate, and has caused the same to be surveyed and platted as shown on the annexed plat, and does hereby create the 60 feet wide easement over the South 60 feet of Parcel 1 for benefit of Parcel 2, and adjoining landowners to the North and South of this partition, the 30 feet wide easement over the East 30 feet of Parcel 1 for benefit of Parcel 2 and landowners to the North of this partition, the 30 feet wide easement over the West 30 feet of Parcel 2 for benefit of Parcel 1 and landowners to the North of this partition, and the 60 feet wide easement over the South 60 feet of Parcel 2, for benefit of all landowners to the South of this partition, including terms and conditions of the maintenance agreement as stated, all in accordance with the provisions of O.R.S. Chapter 92.

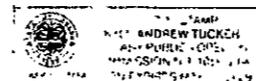
  
LILLIAN C. DENSLEY, TRUSTEE  
DOYLE G. AND LILLIAN C. DENSLEY FAMILY TRUST  
DATED MAY 15, 1996

## ACKNOWLEDGMENT

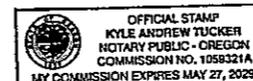
State of Oregon SS  
County of Baker

Know all people by these presents, on this 17<sup>th</sup> day of September, 2025, before me a Notary Public in and for said County and State, personally appeared LILLIAN C. DENSLEY, who is known to me to be the identical person named in the foregoing instrument, and who duly sworn, did say that she executed the same freely and voluntarily.

  
Notary Public for  
the State of Oregon



Notarial seal



## APPROVALS

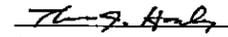
### BAKER COUNTY PLANNING

Approved this 17<sup>th</sup> day of September, 2025.

  
Baker County Planning Director

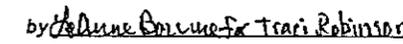
### BAKER COUNTY SURVEYOR

Approved this 17<sup>th</sup> day of Sept., 2025.

  
Thomas J. Hanley  
Baker County Surveyor

### BAKER COUNTY TAX COLLECTOR

I hereby certify that pursuant to O.R.S. 92.095, all ad valorem taxes and all special assessments, fees and other charges required by law to be placed upon the 2025-2026 tax roll which became a lien on the land within this partition, or will become a lien during the tax year but not certified to the tax collector for collection have been paid.

by  Traci Robinson Date: Sept, 17 2025  
Baker County Tax Collector

## FILING STATEMENT

### BAKER COUNTY CLERK

State of Oregon SS  
County of Baker

I do hereby certify that the attached partition plat was received for record on the 17<sup>th</sup> day of Sept, 2025.