

CROOKED RIVER RANCH CLUB & MAINTENANCE ASSOCIATION

Board of Directors Agenda – Work Session

Tuesday, January 3, 2023

- I. Call to order
- II. Roll call
- III. Special topics
 - a. Regular Board Meeting Agenda Review – January 16, 2023
 - b. Trust for Public Land Easement Request – Anna Hadlich
 - c. Annual Budget Process Update – Ranch Manager LaPora
 - d. CRR Website Issues Update – Ranch Manager LaPora
 - e. RV Park Dump Station – Supervisor Mike Knoke
 - f. Heritage House Electrical and Mini Split Update – Supervisor Mike Knoke
 - g. Survey Monkey Discussion – President Vickery
 - h. I-pad Discussion – President Vickery
 - i. A/R Log Review
 - j. Reminder: BAC Meeting January 18, 10:00am in the Juniper Room
- IV. Vote to Adjourn to Executive Session if Needed

**CROOKED RIVER RANCH CLUB & MAINTENANCE ASSOCIATION
BOARD OF DIRECTORS
REGULAR MEETING AGENDA**

Monday, January 16, 2023, 6:00 P.M.

I. CALL TO ORDER: Pledge of Allegiance and Roll Call

Name		Name		Name	
Kari Vickery President		Ara Erdekian Vice President		Mike Dries Secretary	
Randy Peterson Treasurer		Sheryl Jones Director		Julia Randall Director	
Sarah Woolverton Director		Robert Beveridge Director		Daniel Lowe Director	

II. CONSENT ITEMS

- a. Agenda of Regular Meeting – January 16, 2023
- b. Minutes of Regular Session – December 19, 2022
- c. Minutes of Work Session – January 3, 2023

III. COMMITTEE & STAFF REPORTS – Representatives of Committees may request to report on committee's activities since last regular Board meeting. Each person's comments will be limited to three minutes. *(Available Committee minutes and staff reports have been provided in the Board books and on the website.)*

IV. RANCH MANAGER's REPORT –

- a. Collections Report
- b. Website Update

V. OLD BUSINESS

- a. AR Log
- b. Update on Meeting with Fire Abatement Group on Jan. 10, 2023
- c. FY 2024 Budget Update – Ranch Manager LaPora

VI. NEW BUSINESS

- a. Steel Stampede Planning – Ranch Manager LaPora
- b. Winter Water Damage in CRR Rental Update – General Maintenance Supervisor Knoke

VII. SECOND READINGS

VIII. FIRST READINGS

IX. PUBLIC INPUT - Must sign up and identify issues to speak on before meeting starts and individuals will be limited to three minutes unless additional time is allowed by the President.

X. PREVIEW OF WORK SESSION – February 6, 2023

XI. ANNOUNCEMENTS & WRAP-UP:

XII. VOTE TO ADJOURN TO EXECUTIVE SESSION IF NEEDED

After Recording Return To:

Trust for Public Land
101 Montgomery
9th Floor
San Francisco, CA 94104

AMENDED PERPETUAL TRAIL EASEMENT

THIS AMENDED PERPETUAL TRAIL EASEMENT is dated this ____ day of _____, _____, between and among THE TRUST FOR PUBLIC LAND, a California non-profit public benefit corporation (“Grantee”) and THE CROOKED RIVER RANCH CLUB & MAINTENANCE ASSOCIATION, an Oregon non-profit corporation (the “Grantor”).

RECITALS

- A. Grantor is the owner of certain real property in Jefferson County, Oregon legally described as follows:

Willamette Meridian, Oregon
T. 13 S., R. 12 E.,
sec. 24, E1/2NW1/4SE1/4.

(the “Grantor Property”)

- B. Grantor and Grantee are parties to that certain Perpetual Trail Easement dated August 28, 2013 and recorded on September 25, 2013 as Document No. 2013-3376 in the Official Records of Jefferson County, Oregon (the “Prior Easement”), which established an easement over a portion of the Grantor Property.
- C. Thereafter, by mutual agreement, Grantor and Grantee wish to amend the Prior Easement to reflect updated terms, conditions and associated exhibits.
- D. This document wholly supersedes, replaces, and restates all terms, conditions and associated exhibits contained within the Prior Easement.

TERMS & CONDITIONS

Now, therefore, in consideration of the mutual promises contained herein and other valuable consideration other than monetary, the parties agree as follows:

1. Grantor hereby grants and conveys to Grantee, a non-exclusive perpetual easement (the “Easement”) over that portion of the Grantor Property more particularly described within the

attached "Exhibit A" and depicted on "Exhibit B" (the "Easement Area"), which exhibits are incorporated herein by reference.

2. Grantee may use the Easement Area for the construction, reconstruction, maintenance and utilization of a trail which shall be twenty-feet in width, ten-feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills.
3. The centerline of the trail as depicted on "Exhibit B" is hereby deemed accepted by the Grantor and Grantee as the true centerline of the Easement granted hereunder. The location of Easement Area may be altered from time to time by the mutual consent of Grantor and Grantee.
4. Except as otherwise provided in this document, Grantee has the exclusive right to extend rights and privileges for use of the trail to other Federal, State, and local authorities, as well as other users including the public.
5. Access by motorized vehicles, including, without limitation, snowmobiles, dirt bikes, motorcycles and all-terrain vehicles is prohibited except for use of motorized vehicles and equipment by Grantee to construct, repair or patrol the trail and for medical or other emergencies.
6. The trail shall have a permeable surface; no paving, laying of concrete or use of other non-pervious materials shall be allowed.
7. Grantor, and Grantor's officers, directors, members, employees, contractors, and agents, shall have the right to access and cross the Easement Area at any place by any means and manner that does not interfere unreasonably with Grantee's use of the Easement.
8. Grantee shall have the right to remove obstructions within the Easement Area to the extent the Grantee deems necessary for constructing, reconstructing, and maintaining the trail.
9. Grantee shall be solely responsible for all costs for construction, maintenance, and repair of the Easement Area and all trail and related improvements, if any, thereon.
10. Grantee shall not knowingly introduce any non-native or invasive plant species into the Easement Area.
11. Grantee shall install and maintain signage at the trailhead to discourage littering and trespass in a form acceptable to Grantor.
12. Neither party will grant any additional easements, licenses or permits in favor of third parties over or across the Easement Area that materially adversely affect Grantee's use of the Easement. Grantor will not erect fences, barriers, signs or any other improvements that materially impede access or use of the trail.
13. Grantee acknowledges and agrees that Grantor has made no representations or warranties of any nature concerning the Easement or Easement Area including, without limitation, any promise to improve the Easement Area or the suitability of the Easement Area for Grantee's intended uses. Grantee accepts the Easement and Easement Area AS IS and assumes all risks arising from or related to Grantee's use of the Easement and Easement Area.

14. Grantee acknowledges that ORS 105.682 (as amended from time to time) applies to Grantee's use of the Easement, and it is the intent of the parties that ORS 105.682 will apply to the maximum extent permitted by law. Neither party will take any actions that would jeopardize application of ORS 105.682.

15. Grantor shall not be responsible for claims, losses, damages, or expenses, of any nature, incurred by any person's use of the Easement except to the extent caused by Grantor's gross negligence, intentional act, or other wrongful act or omission. Grantee's responsibility for claims, losses, damages, or expenses, of any nature, incurred by any person's use of the Easement shall be governed by applicable State and Federal Law, including but not limited to, the Federal Tort Claims Act, as amended from time to time (28 U.S.C. §§2671-2680).

16. This document, and the associated rights and obligations created hereunder, are intended to create a perpetual trail easement to Grantee, and shall run with the land and be binding upon Grantee and Grantor and their respective successors and assigns, provided Grantee may not assign its rights under this document without the prior written consent of Grantor.

17. The provisions of this document are enforceable in law or equity by both Grantee and Grantor.

18. This document will be construed in accordance with Oregon law.

19. The recitals are incorporated herein by reference.

[signatures on next page]

IN WITNESS WHEREOF, the parties caused this document to be executed by its duly authorized officer(s) and its corporate seal to be hereunto affixed on the day and year first above written.

GRANTOR

THE CROOKED RIVER RANCH CLUB & MAINTENANCE ASSOCIATION, an Oregon non-profit corporation

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
County of _____)

On this ____ day of _____, _____ before me personally appeared _____, to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Name (Printed)
Notary Public for the State of: _____
My Commission Expires: _____

GRANTEE

THE TRUST FOR PUBLIC LAND, a California non-profit public benefit corporation

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)ss.
County of _____)

On this ____ day of _____, _____ before me personally appeared _____, to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Name (Printed) _____
Notary Public for the State of: _____
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF TRAIL EASEMENT

TRAIL 1

A STRIP OF LAND AS DEPICTED ON THE MAP ENTITLED "EXHIBIT B" BY JAMES E. SCOTT, PLS 95938 DATED SEPTEMBER 19, 2022, BEING LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (E1/2NW1/4SE1/4) OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, JEFFERSON COUNTY, OREGON, LYING WITHIN THE TRACT OF LAND OWNED BY THE CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION, A NON-PROFIT OREGON CORPORATION, AS RECORDED IN DEED DOCUMENT #117230 IN THE RECORDS OF JEFFERSON COUNTY, BEING A TOTAL OF 20 FEET WIDE, EXTENDING 10 FEET ON EACH SIDE OF THE CENTER LINE OF THE TRAIL DEPICTED AS "TRAIL 1" IN THE SAID MAP ENTITLED "EXHIBIT B" AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST ONE-SIXTEENTH CORNER OF SAID SECTION 24, THENCE NORTH 00°36'10"EAST ALONG THE WEST LINE OF GOVERNMENT LOT 3 AND THE EAST BOUNDARY LINE OF SAID TRACT DESCRIBED IN DEED DOCUMENT #117230, A DISTANCE OF 221.95 FEET TO A POINT IN THE CENTER OF A DIRT TRAIL, SAID POINT BEING THE **POINT OF BEGINNING** OF THE PARCEL DESCRIBED HEREIN.

THENCE CONTINUING ALONG SAID DIRT TRAIL THE FOLLOWING COURSES AND DISTANCES:

NORTH 19°55'57" WEST, A DISTANCE OF 110.66 FEET;

NORTH 44°11'06" WEST, A DISTANCE OF 9.64 FEET;

NORTH 9°15'08" EAST, A DISTANCE OF 22.07 FEET;

NORTH 11°52'28" WEST, A DISTANCE OF 126.17 FEET;

NORTH 5°54'36" WEST, A DISTANCE OF 105.31 FEET;

NORTH 11°35'36" WEST, A DISTANCE OF 118.04 FEET;

NORTH 0°04'09" EAST, A DISTANCE OF 50.48 FEET;

NORTH 7°47'11" EAST, A DISTANCE OF 45.22 FEET;

NORTH 16°31'18" EAST, A DISTANCE OF 21.38 FEET TO A POINT IN THE CENTER OF THE DIRT TRAIL DESIGNATED AS "TRAIL 1" WHERE THE TRAIL INTERSECTS ANOTHER DIRT TRAIL DESIGNATED AS "TRAIL 2," SAID POINT BEING DESIGNATED AS "**POINT A**" IN THE SAID MAP ENTITLED "EXHIBIT B";

THENCE CONTINUING ALONG SAID DIRT TRAIL DESIGNATED AS "TRAIL 1" THE FOLLOWING COURSES AND DISTANCES:

NORTH 16°02'12" EAST, A DISTANCE OF 84.37 FEET;

NORTH 24°33'10" EAST, A DISTANCE OF 179.67 FEET TO A POINT IN THE CENTER OF SAID TRAIL WHERE SAID TRAIL INTERSECTS THE EAST BOUNDARY LINE OF THE TRACT OWNED BY CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION, A NON-PROFIT OREGON CORPORATION, AND THE WEST LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING DESIGNATED AS **"POINT B"** ON SAID MAP ENTITLED "EXHIBIT B," AND BEING LOCATED SOUTH 00°36'10" WEST 267.05 FEET FROM THE CENTER-EAST ONE-SIXTEENTH CORNER OF SAID SECTION 24.

TOGETHER WITH

TRAIL 2

A STRIP OF LAND AS DEPICTED ON THE MAP ENTITLED "EXHIBIT B" BY JAMES E. SCOTT, PLS 95938 DATED SEPTEMBER 19, 2022, BEING LOCATED IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (E1/2NW1/4SE1/4) OF SECTION 24, TOWNSHIP 13 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN, JEFFERSON COUNTY, OREGON, LYING WITHIN THE TRACT OF LAND OWNED BY THE CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION, A NON-PROFIT OREGON CORPORATION, AS RECORDED IN DEED DOCUMENT #117230 IN THE RECORDS OF JEFFERSON COUNTY, BEING A TOTAL OF 20 FEET WIDE, EXTENDING 10 FEET ON EACH SIDE OF THE CENTER LINE OF THE TRAIL DESIGNATED AS "TRAIL 2" IN THE SAID MAP ENTITLED "EXHIBIT B" AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE CENTERLINES OF "TRAIL 1" AND "TRAIL 2" HEREIN DESCRIBED, DESIGNATED ON SAID MAP ENTITLED "EXHIBIT B" AS **"POINT A"**, THENCE CONTINUING ALONG THE DIRT TRAIL DESIGNATED AS "TRAIL 2" THE FOLLOWING COURSES AND DISTANCES:

SOUTH 29°30'31" EAST, A DISTANCE OF 86.02 FEET;

SOUTH 38°09'48" EAST, A DISTANCE OF 44.08 FEET;

SOUTH 46°11'06" EAST, A DISTANCE OF 33.80 FEET TO A POINT IN THE CENTER OF SAID "TRAIL 2" WHERE SAID TRAIL INTERSECTS THE EAST BOUNDARY LINE OF THE TRACT OWNED BY CROOKED RIVER RANCH CLUB AND MAINTENANCE ASSOCIATION, A NON-PROFIT OREGON CORPORATION, AND THE WEST LINE OF SAID GOVERNMENT LOT 3, SAID POINT BEING DESIGNATED AS **"POINT C"** ON SAID MAP ENTITLED "EXHIBIT B."

THE SIDE LINES OF THE EASEMENT HEREIN DESCRIBED SHALL BE EXTENDED OR SHORTENED AS NECESSARY TO BEGIN AND END ON THE TRUE PROPERTY LINES. CONTAINING APPROXIMATELY 0.47 ACRES, MORE OR LESS. TOTAL EASEMENT LENGTH IS 1036.91 FEET.

AR Log for January 3, 2023

AR Log for January 3, 2023					COMMENTS
ACTION OFFICER (*CONTACT)	TASK	STATUS	TASK DESCRIPTION		
1 M Knoke Sheryl Jones	Fire Abatement Project No. 1 - CRR owned properties	On-going	To reduce fire danger, all CRR-owned property to be surveyed for junipers and other brush to be limbed up or removed working with Well Springs, CRR Fire Department and Ranch personnel.	9/20/21 - RM LaPora noted that we have not heard back from the Fire Department regarding letters drafted for Sundown Canyon residents for proposed work in the area.. 12/19/22 - meeting scheduled with CRR Fire for January 10, 2023	
2 M Knoke Randy Peterson	Fire Abatement Project No. 2 - Lower Pasture	On-going	To reduce fire danger on lower pasture.	11/7/22 Work Party was effective at cutting trees, removing rocks, pipe and other obstructions to facilitate future mowing. Next work date needs to be determined to remove small trees/limbs/brush. Need to discuss disposal with Fire Department. 11/21/22 New date needs to be set for next work party tentatively set for December. 12/19/22 Review again in March, 2023	
3 M Knoke Sheryl Jones	Fire Abatement Project No. 3 - BLM Project	On-going	To reduce fire danger, all public lands adjoining CRR-owned properties. Ranch personnel and volunteers are working with BLM to identify areas of need. The total acreage on this project is about 1031. Areas are on the south side of the ranch and along the Deschutes River. Also 10 acres near Otter Bench Trailhead	12/5/22 - BLM is completing burning disbris piles from the thinning project. 12/19/22 - two areas left to burn before completion.	
4 K Vickery	Commercial Loop Improvements	On-Going	Clean up appearance of Commercial Loop.	11/7/22 Fence Supply issues continue to be a factor in completing the required fencing. Convex will be painted when weather permits. 12/19/22 No change	
5 M Knoke, M Dries, J Randall	Heritage House Improvement Project	New	Engineering firm is reviewing for recommendations	Engineering Firm has taken photos for review and will create plan. 12/19/22 - Mike Knoke reviewed recommendations with electrical contractor and referred back to engineering firm for clarification and changes.	