

IN THE BOARD OF COUNTY COMMISSIONERS
OF LANE COUNTY, OREGON

PASSED

Resolution and Order No.

08-6-18-19

(IN THE MATTER OF AUTHORIZING THE
(EXECUTION OF A WARRANTY DEED AND
(RELATED DOCUMENTS REGARDING THE
(SALE OF A PORTION OF COUNTY-OWNED
(SURPLUS ROAD FUND PROPERTY
(LOCATED AT 11 RIVER AVENUE, EUGENE,
(TO LANE TRANSIT DISTRICT

WHEREAS, by Order 08-4-30-4, the Board authorized the execution of a warranty deed and related documents regarding the sale of a portion of county-owned surplus road fund property located at 11 River Avenue, Eugene to Lane Transit District (LTD), and

WHEREAS, the Board, by Order 07-8-29-12 authorized the County Administrator to sign an Intergovernmental Agreement (IGA) in connection with the proposed sale, and

WHEREAS, there have been minor changes to the terms as previously proposed and County staff wishes to inform the Board and obtain Board approval for the changed terms;

WHEREAS, the IGA as originally proposed called for LTD to assume perpetual maintenance of a mutual access easement serving both the Transit Station and the County-retained parcel, and the current proposal is that LTD will provide maintenance at no cost to Lane County for 10 years subsequent to the execution of the Easement Agreement, but will bill Lane County on a pro rata basis based on proportional usage of the easement thereafter, and

WHEREAS, it was also brought to the attention of Lane County that there were outstanding property taxes owing against the County property related to LTD's use of the property for a Transit Station in the past, and LTD has now agreed to deposit sufficient funds in escrow to satisfy all outstanding property taxes related to its past use of the property, and

WHEREAS, in all other respects the terms of the sale are substantially unchanged.

NOW THEREFORE,

IT IS HEREBY RESOLVED that the revised terms of the sale are approved.

IT IS HEREBY ORDERED that the County Administrator is authorized to sign the revised IGA and all documents necessary for closing this transaction through escrow, and


IT IS FURTHER RESOLVED that the execution of the Declaration of Property Line Adjustment, the Easement Agreement and Warranty Deed is authorized in accordance Order 08-4-30-4, and with the above described revisions and that upon close of escrow and receipt of the proceeds, the sale proceeds be deposited in the Road Fund.

IT IS ALSO FURTHER ORDERED that this Order shall be entered into the records of the Board of Commissioners of the County.

DATED this 18th day of June, 2008.

APPROVED AS TO FORM:

Date: 6-18-08


Lane County Office of Legal Counsel



Faye Stewart, Chair
Board of County Commissioners

After Recording Return to, and
Send Tax Statements to:
Lane Transit District
P.O. Box 7070
Eugene, OR 97401
Attn: Stefano Viggiano

RECORDING INFORMATION

DO NOT WRITE IN THIS SPACE

WARRANTY DEED

LANE COUNTY, a political subdivision of the State of Oregon, pursuant to Order No. 08-4-30-4 of the Board of County Commissioners, hereinafter called GRANTOR, for the true and actual consideration of \$2,231,800.00, conveys and warrants to **LANE TRANSIT DISTRICT**, a municipal corporation in the State of Oregon, the following described real property free of liens and encumbrances, except specifically as set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Easements of record, if any, affecting title, which may appear in the public record, including those shown on any recorded plat of survey.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 18th day of June, 2008.

Faye Stewart
Commissioner

Commissioner

Peter Sorenson
Commissioner

Commissioner

Bill Dwyer
Commissioner

STATE OF OREGON)
County of Lane) ss.

On June 18, 2008, personally appeared

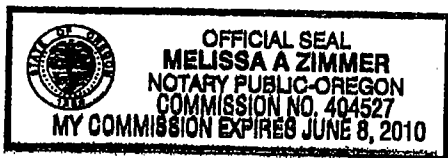
FAYE STEWART
PETER SORENSON
BILL DWYER

who, duly being sworn, did say that they are members of the Board of Commissioners of Lane County, Oregon and that said instrument was signed and sealed in behalf of Lane County by authority of its Board of Commissioners; and they acknowledged said instrument to be its voluntary act and deed. Before me:

Melissa A. Zimmer

Notary Public for Oregon

My Commission Expires: June 8, 2010



**“EXHIBIT A”
LEGAL DESCRIPTION
LANE COUNTY TO LANE TRANSIT DISTRICT
TAX LOT 17-04-13-22-00500 (por.)**

That certain real property situated in Section 13, Township 4 South, Range 4 West Willamette Meridian, and more particularly described as follows:

Beginning at a point on the Southerly right-of-way of County Road No. 1353 (known as Beltline Road) as said road was surveyed in 1964, opposite and 95 feet distant Southerly of Engineer's Centerline Station L128+05.00, said point also being 2371.57 feet South and 1466.10 feet West of the South Southeast corner of the L. Poindexter Donation Land Claim No. 52, in Section 12, Township 17 South, Range 4 West of the Willamette Meridian; thence South 53°53'15" West 102.16 feet; thence South 38°58'37" West 115.43 feet; thence South 19°10'08" West 240.36 feet to the north margin of River Avenue; thence along said north margin South 82°42'13" West 114.44 feet; thence leaving said north margin bearing North 19°58'39" East 160.27 feet; thence South 79°37'51" West 178.13 feet; thence South 10°21'12" East 34.26 feet; thence South 78°49'17" West 21.63 feet to the east bound on-ramp of said County Road No. 1353 (known as Beltline Road); thence North 12°13'47" West 29.70 feet; thence North 04°01'07" West 108.13 feet; thence North 12°26'26" East 52.04 feet; thence North 58°06'50" East 71.16 feet; thence North 81°23'11" East 171.10 feet; thence North 76°07'20" East 154.83 feet; thence North 77°51'02" East 108.29 feet to the Point of Beginning, all in Lane County, Oregon.

After Recording Return to, and
Send tax statements to:
Lane County Public Works
Right of Way Management Section
3040 N. Delta Highway
Eugene, Oregon 97408

RECORDING INFORMATION

DO NOT WRITE IN THIS SPACE

DECLARATION OF PROPERTY LINE ADJUSTMENT

Lane County, a political subdivision of the State of Oregon, hereinafter referred to as "OWNER", is the owner of two contiguous tracts of real property located in Section 13 of Township 17 South, Range 4 of the Willamette Meridian being referred to herein as Tract 1 and Tract 2. Lane County acquired ownership of Said Tract 1 and tract 2 properties via Vacation Order No. 3535 filed September 2, 1976 in Lane County Oregon Deeds and Records. OWNER is setting forth this declaration to set an adjusted boundary line between said Tract 1 and Tract 2 to comply with Lane County Land Use Regulations and the provisions of ORS 92.190(4).

The Tract 1 property is shown on Assessor's Map 17-04-13-22 as a portion of Tax Lot 500. The legal description for said Tract 1 property prior to this adjustment is contained within a Warranty Deed dated August 11, 1906, Book 72, Page 278 and a Warranty Deed dated March 29, 1909, Book 78, Page 513 of the Lane County Oregon Deed Records.

The Tract 2 property is shown on Assessor's Map 17-04-13-22 as a portion of said Tax Lot 500. The legal description for said Tract 2 property prior to this adjustment is contained within that certain Warranty Deed dated October 18, 1945, Book 300, Pages 662-663, Reception No. 160704 of the Lane County Oregon Deed Records.

By and through this instrument, OWNER does hereby set forth and declare its intent to establish an adjusted property line between the foregoing properties as described above. The legal description, which depicts the adjusted property line, is described on attached Exhibit "A".

Following this property line adjustment, the description of the Tract 1 property is described on attached Exhibit "B".

Following this property line adjustment, the description of the Tract 2 and adjacent tracts under common ownership are described on attached Exhibit "C".

That portion of the legal description which depicts the adjusted line is underlined on said Exhibits. A depiction of said property line adjustment is shown on attached Exhibit "D" as approved per City of Eugene Planning Action LA 07-55.

The true and actual consideration for this conveyance is for good and valuable consideration.

DECLARATION OF PROPERTY LINE ADJUSTMENT

DECLARANT: Lane County, a political subdivision of the State of Oregon.

Until a change is requested, mail all tax statements to: SAME AS ABOVE

DECLARATION OF PROPERTY LINE ADJUSTMENT

Page 1 of 4

TL 17-04-13-22-00500

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 18th day of June, 2008.

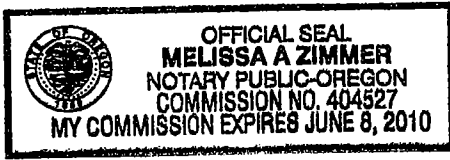
Faye Stuart
Peter Swenson
Bill Dwyer

STATE OF OREGON)
County of Lane) ss.

On June 18, 192008, personally appeared

Faye E Stuart, Peter Swenson, Bill Dwyer

_____, who, duly being sworn, did say that they are members of the Board of Commissioners of Lane County, Oregon and that said instrument was signed and sealed in behalf of Lane County by authority of its Board of Commissioners; and they acknowledged said instrument to be its voluntary act and deed. Before me:



Melissa A. Zimmer
Notary Public for Oregon

My Commission Expires: June 8, 2010

EXHIBIT "A" LEGAL DESCRIPTION FOR REVISED BOUNDARY LINE

Beginning at a point on the Southerly right-of-way of County Road No. 1353 (known as Beltline Road) as said road was surveyed in 1964, opposite and 95 feet distant Southerly of Engineer's Centerline Station L128+05.00, said point also being 2371.57 feet South and 1466.10 feet West of the South Southeast corner of the L. Poindexter Donation Land Claim No. 52, in Section 12, Township 17 South, Range 4 West of the Willamette Meridian; thence South 53°53'15" West 102.16 feet; thence South 38°58'37" West 115.43 feet; thence South 19°10'08" West 240.36 feet to the north margin of River Avenue; thence along said north margin South 82°42'13" West 114.44 feet to the True Point of Beginning; thence leaving said north margin bearing North 19°58'39" East 160.27 feet; thence South 79°37'51" West 178.13 feet; thence South 10°21'12" East 34.26 feet; thence South 78°49'17" West 21.63 feet to the east bound on-ramp of said County Road No. 1353 (known as Beltline Road) and there ending, all in Lane County, Oregon.

EXHIBIT "B" LEGAL DESCRIPTION FOR REVISED TRACT 1 PROPERTY

Beginning at a point on the Southerly right-of-way of County Road No. 1353 (known as Beltline Road) as said road was surveyed in 1964, opposite and 95 feet distant Southerly of Engineer's Centerline Station L128+05.00, said point also being 2371.57 feet South and 1466.10 feet West of the South Southeast corner of the L. Poindexter Donation Land Claim No. 52, in Section 12, Township 17 South, Range 4 West of the Willamette Meridian; thence South 53°53'15" West 102.16 feet; thence South 38°58'37" West 115.43 feet; thence South 19°10'08" West 240.36 feet to the north margin of River Avenue; thence along said north margin South 82°42'13" West 114.44 feet to the True Point of Beginning; thence continuing South 82°42'13" West 123.09 feet to the easterly margin of River Road; thence along said easterly margin (being common to east bound on-ramp of said County Road No. 1353, known as Beltline Road) North 07°10'02" East 21.88 feet; and North 12°13'47" West 76.32 feet; thence leaving said east margin bearing North 78°49'17" East 21.63 feet; thence North 10°21'12" West 34.26 feet; thence North 79°37'51" East 178.13 feet; thence South 19°58'39" West 160.27 feet to the True Point of Beginning, all in Lane County, Oregon.

EXHIBIT "C" LEGAL DESCRIPTION FOR REVISED TRACT 2 PROPERTY (Including other adjacent tracts under common ownership)

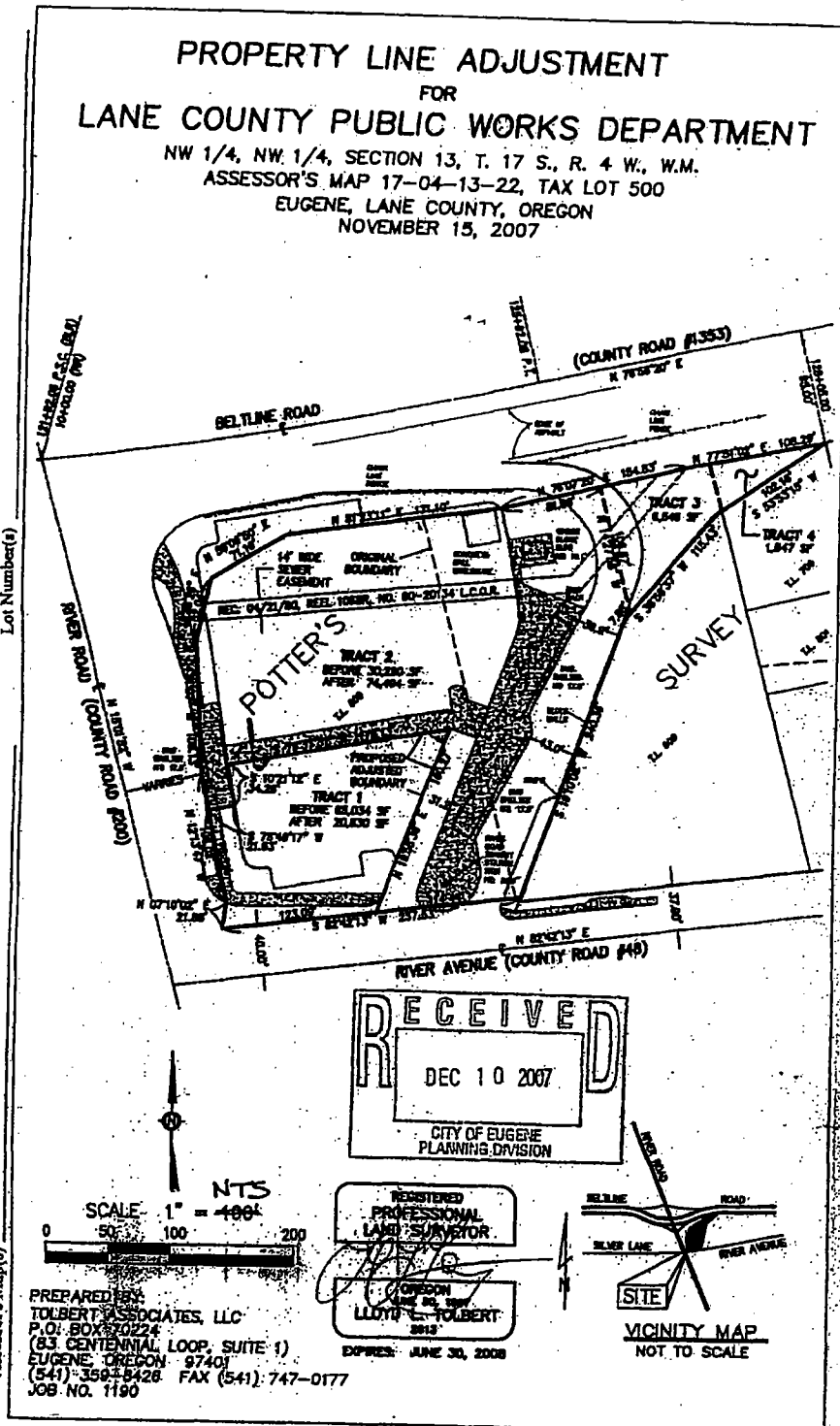
Beginning at a point on the Southerly right-of-way of County Road No. 1353 (known as Beltline Road) as said road was surveyed in 1964, opposite and 95 feet distant Southerly of Engineer's Centerline Station L128+05.00, said point also being 2371.57 feet South and 1466.10 feet West of the South Southeast corner of the L. Poindexter Donation Land Claim No. 52, in Section 12, Township 17 South, Range 4 West of the Willamette Meridian; thence South 53°53'15" West 102.16 feet; thence South 38°58'37" West 115.43 feet; thence South 19°10'08" West 240.36 feet to the north margin of River Avenue; thence along said north margin South 82°42'13" West 114.44 feet; thence leaving said north margin bearing North 19°58'39" East 160.27 feet; thence South 79°37'51" West 178.13 feet; thence South 10°21'12" East 34.26 feet; thence South 78°49'17" West 21.63 feet to the east bound on-ramp of said County Road No. 1353 (known as Beltline Road); thence North 12°13'47" West 29.70 feet; thence North 04°01'07" West 108.13 feet; thence North 12°26'26" East 52.04 feet; thence North 58°06'50" East 71.16 feet; thence North 81°23'11" East 171.10 feet; thence North 76°07'20" East 154.83 feet; thence North 77°51'02" East 108.29 feet to the Point of Beginning, all in Lane County, Oregon.

DECLARATION OF PROPERTY LINE ADJUSTMENT

EXHIBIT "D"

Property Line Change

Planning & Development
Planning Division



File number LA 0755 Approved 12/28/07 -BLW

After recording, return to:
John B. Arnold
Arnold Gallagher Saydack, et al.
800 Willamette Street, Suite 800
Eugene, Oregon 97401

EASEMENT AGREEMENT

BETWEEN: Lane Transit District, (“Grantor”)
a municipal corporation of the State of Oregon

AND: Lane County, (“Grantee”)
a political subdivision of the State of Oregon

**EFFECTIVE
DATE:** [To be dated as of closing], 2008

RECITALS:

- A.** Grantee is the owner of the real property described on the attached **Exhibit A** (“Parcel 1”).
- B.** Grantor is the owner of the real property described on the attached **Exhibit B** (“Parcel 2”), having purchased the same from Grantee. As a condition of Grantor’s purchase of Parcel 2, Grantor is required to grant an easement for the benefit of Parcel 1 across a portion of Parcel 2. The parties enter into this Agreement in satisfaction of that condition.

AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, agree as follows:

1. **Grant.** Grantor hereby grants to Grantee a perpetual, nonexclusive easement for vehicular ingress and egress to and from Parcel 1 across that portion of Parcel 2 described on the attached **Exhibit C** (the “Easement”). A diagram of the Easement is attached as **Exhibit D**. A paved driveway (the “Driveway”) is currently located in the Easement and provides vehicular access to Parcel 2.

2. **Use.** Except as otherwise expressly provided in this Agreement, Grantee shall use the Easement solely for vehicular access to Parcel 1 by Grantee, its employees, agents, tenants, invitees and customers. Grantee shall use the Easement in a manner so as to not unreasonably interfere with the use of the Easement by Grantor, its employees, agents, invitees and customers for ingress and egress from Parcel 2. Grantee shall not modify or install any improvements in

1 -EASEMENT AGREEMENT

the Easement without the prior written consent of Grantor. Notwithstanding the foregoing, Grantor or Grantee may install and maintain private utilities (including electric facilities, telephone, cable television, water, sanitary sewer service and natural gas) under the Easement, provided that (i) such installation or maintenance does not interfere with use of the Easement for ingress and egress; (ii) the party installing or maintaining the utilities promptly restores the Driveway on the Easement to the condition as it existed immediately prior to such installation or maintenance; (iii) any such underground utilities installed by or on behalf of Grantee shall be installed in the westerly ten feet of the Easement; and (iv) any such underground utilities installed by or on behalf of Grantor shall be installed in the easterly ten feet of the Easement.

3. **Modification of Driveway.** Grantee intends to lease Parcel 1 for commercial use. Grantee may wish to modify the existing approach and apron of the Driveway to facilitate the use of Parcel 1 by Grantee's tenant. Grantor agrees to allow Grantee to modify the approach and apron provided that:

3.1 All such work is done at the sole expense of Grantee or Grantee's tenant;

3.2 Such work does not unreasonably interfere with the use of the Driveway by Grantor, its employees, agents, invitees and customers; and

3.3 All such work is done in compliance with applicable law.

4. **Maintenance and Repair.** The maintenance and repair responsibilities of the parties shall be as follows:

4.1 If Grantor or Grantee cause heavy equipment to traverse the Easement, such party shall be responsible to promptly repair any damage to the Driveway caused by such equipment.

4.2 If the negligence of Grantor or Grantee causes damage to the Driveway, such party shall promptly repair any such damage.

4.3 Except as provided in Section 2 and Sections 4.1 and 4.2 above, Grantor shall be responsible for the maintenance and repair of the Driveway for the first ten (10) years following the date of this Agreement.

4.4 Commencing on the first day following the 10-year period described in Section 4.3 above, the cost of periodic maintenance and necessary repairs shall be shared by the parties in proportion to their use. Grantor shall cause such maintenance and repair to be performed as is needed to keep the Driveway in good condition and repair. Grantor shall invoice Grantee for Grantee's pro rata share of such maintenance and repair as Grantor shall reasonably determine the same. Such invoice shall include reasonable detail as to the work performed and the cost thereof. Grantee shall pay any such invoice in full within thirty (30) days of its receipt.

5. **Effect of the Agreement.** The Easement granted herein shall run with the land as to all property burdened and benefited by the Easement. The rights, covenants and obligations

contained in this Agreement shall bind, burden and benefit each party's successors, assigns and lessees.

6. **Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

7. **Amendments.** This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

8. **Entire Agreement.** This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement in duplicate, effective the day and year first written above.

GRANTOR:

GRANTEE:

Lane Transit District

Lane County

By: _____

Faye Stewart
Commissioner

Name: _____

Mark Sorenson
Commissioner

Title: _____

Bill Owyen
Commissioner

Commissioner

Commissioner

STATE OF OREGON)
) ss.
County of Lane)

On June 18, 2008, personally appeared FAYE STEWART

Peter Sorenson, Bill Owyen

who, being duly sworn, did say that they are members of the Board of Commissioners of Lane County, Oregon and that said instrument was signed and sealed in behalf of Lane County by authority of its Board of Commissioners; and they acknowledged said instrument to be its voluntary act and deed. Before me:



Melissa A. Zimmer
Notary Public for Oregon

My Commission Expires: June 8, 2010

STATE OF OREGON)
 : ss.
County of Lane)

This instrument was acknowledged before me on June 18, 2008, by _____, as _____ of Lane Transit District.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A

Parcel 1: (Tract 1)

Beginning at a point on the Southerly right-of-way of County Road No. 1353 (known as Beltline Road), as said road was surveyed in 1964, opposite and 95 feet distant Southerly of Engineer's Centerline Station L128+05.00, said point also being 2371.57 feet South and 1466.10 feet West of the South Southeast corner of the L. Poindexter Donation Land Claim No. 52, in Section 12, Township 17 South, Range 4 West of the Willamette Meridian; thence South 53° 53' 15" West 102.16 feet; thence South 38° 58' 37" West 115.43 feet; thence South 19° 10' 08" West 240.36 feet to the North margin of River Avenue; thence along said North margin South 82° 42' 13" West 114.44 feet to the True Point of Beginning; thence continuing South 82° 42' 13" West 123.09 feet to the Easterly margin of River Road; thence along said Easterly margin (being common to east bound on-ramp of said County Road No. 1353, known as Beltline Road) North 07° 10' 02" East 21.88 feet, and North 12° 13' 47" West 76.32 feet; thence leaving said East margin bearing North 78° 49' 17" East 21.63 feet; thence North 10° 21' 12" West 34.26 feet; thence North 79° 37' 51" East 178.13 feet; thence South 19° 58' 39" West 160.27 feet to the True Point of Beginning, all in Lane County, Oregon.

EXHIBIT B

Parcel 2: (Tracts 2, 3 and 4)

Beginning at a point on the Southerly right-of-way of County Road No. 1353 (known as Beltline Road), as said road was surveyed in 1964, opposite and 95 feet distant Southerly of Engineer's Centerline Station L128+05.00, said point also being 2371.57 feet South and 1466.10 feet West of the South Southeast corner of the L. Poindexter Donation Land Claim No. 52, in Section 12, Township 17 South, Range 4 West of the Willamette Meridian; thence South 53° 53' 15" West 102.16 feet; thence South 38° 58' 37" West 115.43 feet; thence South 19° 10' 08" West 240.36 feet to the North margin of River Avenue; thence along said North margin South 82° 42' 13" West 114.44 feet; thence leaving said North margin bearing North 19° 58' 39" East 160.27 feet; thence South 79° 37' 51" West 178.13 feet; thence South 10° 21' 12" East 34.26 feet; thence South 78° 49' 17" West 21.63 feet to the East bound on-ramp of said County Road No. 1353 (known as Beltline Road); thence North 12° 13' 47" West 29.70 feet; thence North 04° 01' 07" West 108.13 feet; thence North 12° 26' 26" East 52.04 feet; thence North 58° 06' 50" East 71.16 feet; thence North 81° 23' 11" East 171.10 feet; thence North 76° 07' 20" East 154.83 feet; thence North 77° 51' 02" East 108.29 feet to the Point of Beginning, all in Lane County, Oregon.

EXHIBIT C

Easement

Beginning at a point on the Southerly right-of-way of County Road No. 1353 (known as Beltline Road) as said road was surveyed in 1964, opposite and 95 feet distant Southerly of Engineer's Centerline Station L128+05.00, said point also being 2371.57 feet South and 1466.10 feet West of the South Southeast corner of the L. Poindexter Donation Land Claim No. 52, in Section 12, Township 17 South, Range 4 West of the Willamette Meridian; thence South 53°53'15" West 102.16 feet; thence South 38°58'37" West 115.43 feet; thence South 19°10'08" West 240.36 feet to the north margin of River Avenue; thence along said north margin South 82°42'13" West 114.44 feet to the **True Point of Beginning**; thence leaving said north margin bearing North 19°58'39" East 160.27 feet; thence South 70°49'38" East 22.23 feet; thence South 19°10'22" West 148.06 feet returning to said north margin of River Avenue; thence along said north margin South 82°42'13" West 27.35 feet to the **True Point of Beginning**, all in Lane County, Oregon.

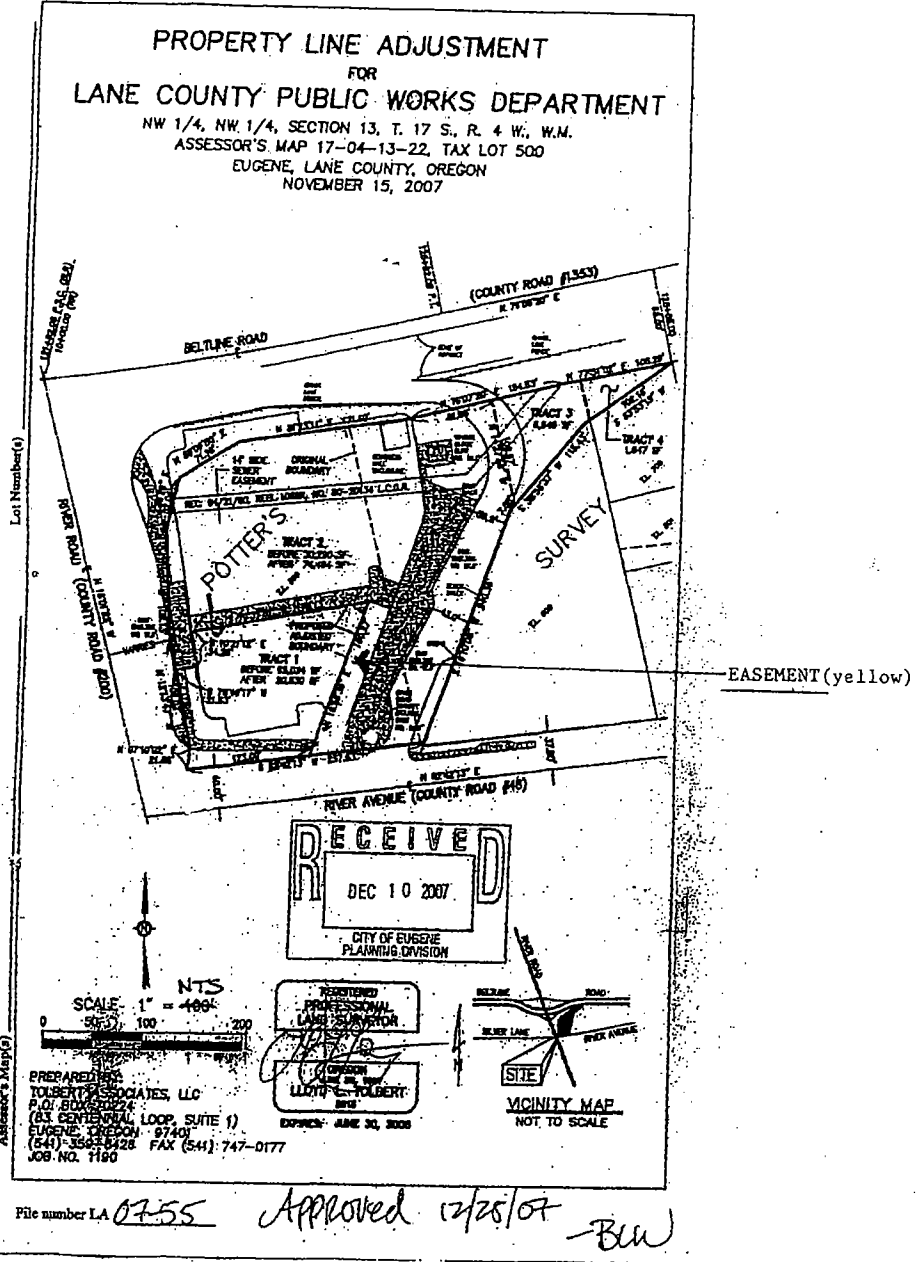
EXHIBIT D

Diagram of Easement

EXHIBIT "D"

Property Line Change

Planning & Development
Planning Division



3 - EXHIBITS to EASEMENT AGREEMENT