

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 15-03-03-07

IN THE MATTER OF AUTHORIZING THE SALE OF COUNTY OWNED REAL PROPERTY FOR \$18,750 PURSUANT TO A LAND SALES CONTRACT TO ETHAN N. NOAH, FORMER OWNER OF RECORD, WITH THE SALE SUBJECT TO PAYMENT OF TAXES OWED ON THE MANUFACTURED STRUCTURE ON THE PROPERTY. MAP NO. 22-03-17-00, TAX LOTS 300 AND 301, 31822 RAISOR RD., COTTAGE GROVE

WHEREAS this matter now coming before the Lane County Board of Commissioners and said Board deeming it in the best interest of Lane County to sell the following real property which was acquired through tax foreclosure, to wit:

See Attached Exhibit "A"

WHEREAS the real property is owned by Lane County and not in use for County purposes, and sale of the property would benefit Lane County by its return to the tax roll, and

WHEREAS Ethan N. Noah was the owner of record of the property at the time it was foreclosed upon and

WHEREAS the real property was the residence of Mr. Noah at the time it was foreclosed upon

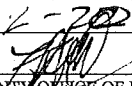
NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Pursuant to ORS 275.180, 275.190 and Lane Manual 21.425(4) that the above described real property be sold to Ethan N. Noah for \$18,750 under the terms of a land sale contract substantially similar to Attached Exhibit "B"
2. That sale of the property is contingent upon Mr. Noah paying all taxes that are delinquent on the personal property Manufactured Structure on the property identified as tax account No. 4265367 within 30 days of this Order
3. That the County Administrator is authorized to execute the contract
4. That the Board Chair is authorized to execute a Quitclaim deed upon fulfillment of the contract terms.
5. That the proceeds be disbursed through the foreclosure fund.

ADOPTED THIS 3rd day of March, 2015



Jay Bozlevich, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM
Date 3-20-15


LANE COUNTY OFFICE OF LEGAL COUNSEL

Exhibit "A"

LEGAL DESCRIPTION LANE COUNTY/ETHAN NOAH

PARCEL 1:

Beginning at a 5/8 inch iron rod on the South line of County Road No. 1936 (Raisor Road), said point being North 88° 05' 25" West, 384.11 feet along the South line of Section 8, Township 22 South, Range 3 West of the Willamette Meridian, and North 17° 04' 29" West, 113.83 feet from the Lane County brass cap marking the ¼ corner between Sections 8 and 17, Township 22 South, Range 3 West of the Willamette Meridian, said beginning point also being on the Easterly line of Weyerhaeuser Road as described on Reel 93-57-D, Instrument No. 4013, Lane County Oregon Deed Records; thence leaving the South line of Raisor Road Southerly 681.52 feet along the Easterly line of said Weyerhaeuser Road along the arc of a 746.20 foot radius curve right (the chord of which bears South 4° 42' 57" West, 658.08 feet); thence continuing along said Easterly line South 30° 52' 50" West, 601.20 feet; thence continuing along said Easterly line Southerly 331.11 feet along the arc of a 1175.92 foot radius curve right (the chord of which bears South 38° 56' 50" West, 330.02 feet); thence continuing along said Easterly line South 47° 00' 49" West, 675.00 feet to a 5/8 inch iron rod; thence leaving said Easterly line South 42° 59' 11" East, 300.00 feet to a 5/8 inch iron rod; thence continuing South 42° 59' 11" East, 45.84 feet, more or less, to a point in the centerline of the Coast Fork of the Willamette River; thence along the center of said Coast Fork of the Willamette River the following courses: North 42° 37' 51" East, 185.33 feet; thence North 33° 07' 51" East, 225.72 feet; thence North 18° 27' 51" East, 290.40 feet; thence North 42° 32' 51" East, 587.40 feet; thence North 13° 02' 51" East, 356.40 feet; thence North 21° 37' 51" East, 239.85 feet; thence North 6° 58' 17" East, 429.07 feet; thence North 0° 49' 03" West, 118.67 feet to the point of intersection with the South line of County Road No. 1936 (Raisor Road); thence leaving the centerline of the Coast Fork of the Willamette River and along the South line of Raisor Road, South 87° 04' 48" West, 129.40 feet to the Point of Beginning, all in Lane County, Oregon.

PARCEL 2:

Prior to this PROPERTY LINE ADJUSTMENT, the legal description for this tract of land was described as the portions of those properties described in Book L, Pages 535 and 539, Lane County Oregon Deed Records, lying West of the centerline of the Coast Fork of the Willamette River and East of the East line of Weyerhaeuser Road as described on Reel 93-57-D, Instrument No. 4013, Lane County Oregon Deed Records.

After this PROPERTY LINE ADJUSTMENT, the description for this property is described as follows with the adjusted property line being underlined:

Commencing at the Lane County brass cap marking the ¼ corner between Sections 8 and 17, Township 22 South, Range 3 West of the Willamette Meridian; thence North 88° 05' 25" West, 384.11 feet along the South line of said Section 8 to a point on the East line of that property as

described on Reel 93-57-D, Instrument No. 4013 (Weyerhaeuser Road), Lane County Oregon Deed Records; thence Southerly 567.58 feet along the Easterly line of said Weyerhaeuser Road along the arc of a 746.20-foot radius curve right (the chord of which bears South 9° 05' 25" West, 554.00 feet); thence continuing along said Easterly line South 30° 52' 50" West, 601.20 feet; thence continuing along said Easterly line Southerly 331.11 feet along the arc of a 1175.92 foot radius curve right (the chord of which bears South 38° 56' 50" West, 330.02 feet); thence continuing along said Easterly line South 47° 00' 49" West, 675.00 feet to a 5/8 inch iron rod marking the True Point of Beginning; thence continuing along said Easterly line South 47° 00' 49" West, 677.07 feet; thence continuing along said Easterly line Southwesterly 309.97 feet along the arc of a 1175.92 foot radius curve right (the chord of which bears South 54° 33' 55" West, 309.08 feet); thence continuing along said Easterly line South 62° 07' 01" West, 702.63 feet; thence continuing along said Easterly line Southwesterly 104.79 feet along the arc of a 542.96 foot radius curve left (the chord of which bears South 56° 35' 17" West, 104.62 feet) to a point which bears South 0° 07' 09" East, 223.24 feet along the West line of the James Parish Donation Land Claim No. 43 and North 89° 52' 51" East, 292.96 feet from the Northeast corner of Government Lot 2 in Section 18, Township 22 South, Range 3 West of the Willamette Meridian; thence leaving said Easterly line of the Weyerhaeuser Road North 89° 52' 51" East, 60.00 feet to a point in the center of the channel of the Coast Fork of the Willamette River; thence along the center of said channel the following courses: South 86° 41' 44" East, 535.97 feet; thence North 47° 32' 06" East, 133.18 feet; thence South 65° 38' 09" East, 259.23 feet; thence North 63° 46' 21" East, 125.89 feet; thence North 54° 27' 51" East, 66.00 feet; thence North 30° 07' 51" East, 219.78 feet; thence North 41° 07' 51" East, 285.78 feet; thence North 42° 37' 51" East, 438.37 feet; thence leaving the centerline of the Coast Fork of the Willamette River North 42° 59' 11" West, 45.84 feet, more or less, to a 5/8 inch iron rod; thence continuing North 42° 37' 51" West, 300.00 feet to the Point of Beginning, all in Lane County, Oregon.

Exhibit "B"

CONTRACT OF SALE

DATED: January 15, 2015

BETWEEN: Lane County, a political subdivision of the State of Oregon ("County")
125 E. 8th Avenue
Eugene, Oregon 97401

AND: Ethan N. Noah
31822 Raisor Rd., Cottage Grove, OR 97424

IN CONSIDERATION OF the terms and conditions in this Contract, the parties agree as follows:

County is the legal Owner of the real property identified on Assessor's Map No. 22-03-17-00, Tax Lots 300 and 301 and more particularly described as follows (the "Property"):

See Attached Exhibit "A"

County agrees to sell to Purchaser, and Purchaser agrees to buy from County the Property for the price and on the terms and conditions set forth below:

SECTION 1. PURCHASE PRICE AND PAYMENT

- 1.1 **Total Purchase Price.** Purchaser promises to pay County as the total purchase price for the Property the sum of Eighteen thousand Seven Hundred and Fifty Dollars (\$18,750.00)
- 1.2 **Payment of Total Purchase Price.** The total purchase price will be paid as follows:
 - 1.2.1 **Down Payment.** On or before the Closing Date, as defined in Section 3.1, Purchaser will pay the sum of Four Thousand Dollars (\$4,000) in immediately available funds as a down payment on the purchase price, paid in full upon execution of this document, receipt of which is hereby acknowledged.
 - 1.2.2 **Interest Rate and Scheduled Payment Dates.** Interest on the remaining balance of Fourteen Thousand Seven Hundred and Fifty Dollars (\$14,750) will accrue at the rate of Six and one-quarter percent (6.25%) per annum from the Closing Date.
The unpaid balance of the purchase price will be paid in eight (8) quarter year installments of One Thousand Nine Hundred Seventy Six Dollars (\$1,976.00) each, including interest, with the first installment due on May 15, 2015, and with subsequent installments due on the Fifteenth (15th) day of each quarter year (August 15th, November 15th, February 15th, May 15th). Each payment will be applied first to interest to due date, then to amounts past due to County under this contract other than principal or interest, and the balance to principal.
- 1.3 **Place of Payments.** All payments to County must be made to Lane County, Property Management, 3050 N. Delta Hwy., Eugene, OR 97408
- 1.4 **Late Payments.** A late payment fee of five percent (5%) of the delinquent amount of any late payment will be charged on payments received more than fifteen (15) days after the date due.
- 1.5 **Prepayments.** Purchaser may prepay all or any portion of the unpaid principal without penalty. All prepayments will be applied first to accrued but unpaid interest to date, then to amounts due County under this Contract other than principal or interest, then to the last installment of principal scheduled under this Contract, and will not excuse Purchaser from making the regular payments when due under this Contract until the remaining balance has been paid in full.
- 1.6 **Payments to Third Parties.** If Purchaser fails to pay when due any amounts required under this Contract to be paid to third parties by Purchaser, County may, but will not be obligated to, pay any or all such amounts directly to such third parties or otherwise to cure any such failure. If County makes any such payments, the amounts so paid will be immediately due and payable by Purchaser to County. Until paid, such amounts will be secured by this Contract and will be added to the principal balance due under this Contract and will bear interest at the Contract rate. County's election to make any payments pursuant to

this Section 1.4 will not constitute a waiver of County's right to declare Purchaser to be in default of this Contract and to exercise any remedies described in Section 15.2.

SECTION 2. TAXES AND LIENS

All real and personal property taxes and all governmental or other assessments levied against the Property for the current tax year will accrue to Purchaser from the date of this Contract as stated above. Purchaser must pay when due all taxes and assessments that are levied against the Property, but Purchaser may elect to pay taxes and assessments in accordance with any available installment method. Unless a change is requested, all tax statements will be sent to Purchaser at the address stated above.

SECTION 3. POSSESSION

Purchaser is entitled to possession of the Property as of the date of this Contract as stated above; however, County's agents may enter on the Property at reasonable times on prior notice to Purchaser for the purpose of inspecting the Property. In no event will County or County's agent interfere with the rights of any tenant of all or part of the Property.

SECTION 4. MAINTENANCE, USE, AND PROTECTION OF THE PROPERTY

- 4.1 **Maintenance.** Purchaser may not commit or suffer any waste of the Property and will maintain the Property in good and safe condition and repair.
- 4.2 **Compliance with Laws.** Purchaser will promptly comply and will cause all other persons to comply with all laws, ordinances, regulations, directions, rules, and other requirements of all governmental authorities applicable to the use or occupancy of the Property, and in this connection, Purchaser will promptly make all required repairs, alterations, and additions.
- 4.3 **Prohibited Activities.** Purchaser will not use or suffer the use of all or any of the Property for any "nuisance" as defined in ORS 105.555, or so as to constitute an *illegal drug manufacturing site* as that term is defined in ORS 453.858(2), as those statutes may now or hereafter be amended, supplemented, or superseded, or otherwise do or allow any act or omission on or about the Property that could subject the Property or County's or Purchaser's interest in the Property to forfeiture or the risk of forfeiture.
- 4.4 **Timber and Minerals.** Purchaser will not cut or remove any timber or forest products, nor extract, process, mine, or otherwise exploit any oil, gas, mineral, or other valuable deposit on or under the Property.
- 4.5 **Development.** Purchaser may further develop the Property, subject to compliance with laws described in Section 4.2, and with the consent of County, which shall not be unreasonably withheld. County makes no warranties, expressed or implied, as to the ability to develop the property under current land use law, however County will cooperate with Purchaser in Purchaser's attempts to obtain necessary permits for development of the property. Any and all actions and costs necessary to develop the Property shall be borne by Purchaser. For actions that require the consent of the County as the Property's owner, such as permit applications or further subdivision or replatting of the Property, Purchaser must obtain such consent in writing, signed by the County Administrator or the Administrator's designee.

SECTION 5. INSURANCE

- 5.1 **Property Insurance.** Purchaser will procure and maintain policies of fire or all-risk insurance covering all improvements on the Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to County under a standard mortgagee's clause and Purchaser as their respective interests may appear. The policies must be primary with respect to all covered risks, and must be written in such form with such terms and by such insurance companies reasonably acceptable to County.
- 5.2 **Liability Insurance.** The insurance provided by Purchaser must include general liability insurance coverage with a combined single limit of not less than \$500,000 per occurrence.
- 5.3 **Certificates of Coverage.** Purchaser must deliver to County certificates of coverage from each insurer, containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days' written notice to County.
 - 5.3.1 **Insurance Coverage.** Unless Purchaser provides County with evidence of the insurance coverage as required by this contract, County may purchase insurance at Purchaser's expense to protect County's interest. This insurance may, but need not, also protect Purchaser's interest. If the

property is damaged, the coverage County purchases may not pay any claim made by or against Purchaser. Purchaser may later cancel any coverage purchased by County by providing certificates of coverage showing coverage in the limits described in this Section. Purchaser is responsible for the cost of any insurance purchased by us under this subsection 5.3.1, and the cost of this insurance if may be added to the loan balance. If the cost is added to the loan balance, the interest rate on the underlying contract or loan will apply to this added amount.

- 5.4 **Notice of Loss.** In the event of loss, Purchaser will give immediate notice to County. County may make proof of loss if Purchaser fails to do so within 15 days of the casualty.

SECTION 6. PURCHASER'S INDEMNIFICATION OF COUNTY

Purchaser will indemnify and hold County, its Commissioners, officers, employees, and agents harmless from and against any and all claims, costs, expenses (including attorney fees), losses, damages, fines, charges, actions, or other liabilities of any description arising out of or in any way connected with (a) Purchaser's possession, use, or conduct with respect to the Property, (b) any condition of the Property to the extent that the same arises from or after the date of this Contract and is not caused or contributed to by County, or (c) Purchaser's breach of any warranty or representation made by Purchaser in this Contract.

SECTION 7. DEED AND TITLE INSURANCE

- 7.1 **Deed.** On payment of the total purchase price for the Property as provided in this Contract and Purchaser's performance of all other terms, conditions, and provisions of this Contract, County will forthwith convey its interest solely by a Quitclaim Deed in the form attached as Exhibit A.
- 7.2 **Title Insurance.** County makes no warranties or guarantees, expressed or implied, as to the condition of title of the property subject to this agreement. Title insurance, if any, shall be purchased at Purchaser's election and at Purchaser's expense.

SECTION 8. DEFAULT

- 8.1 **Events of Default.** Time is of the essence of this Contract. A default will occur under any of the following circumstances:
- (a) Purchaser's failure to make any payment when due.
 - (b) Purchaser's failure to perform any other obligations contained in this Contract within 14 days after notice from County specifying the nature of the default or, if the default cannot be cured within 14 days, failure within such time to commence and pursue curative action with reasonable diligence.
 - (c) Purchaser's making fraudulent transfer or conveyance under applicable federal or state law, concealment of any of its property from creditors, making a preference within the meaning of the federal bankruptcy law, or the imposition of a lien through legal proceedings or distraint on the Property.
- 8.2 **Remedies of Default.** In the event of a default, County may take any one or more of the following steps:
- (a) County may declare the entire balance of the purchase price and interest immediately due and payable.
 - (b) County may foreclose this Contract by suit in equity.
 - (c) County may specifically enforce the terms of this Contract by suit in equity.
 - (d) With respect to any part of the Property that constitutes personal property in which County has a security interest, County may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.
 - (e) After complying with the notice requirements and affording Purchaser the right to cure the default contained in ORS 93.905–93.945, as the same may be amended or superseded from time to time, as long as the same is applicable, County may declare this Contract forfeited and retain the amount of the payments previously made under this Contract. On recordation of the affidavit required by Oregon law, this Contract will be extinguished and canceled, and Purchaser will have no further right, title, or interest in and to the real property or to any return or compensation for payments previously made under this Contract, as though this Contract and such payments had never been made. In that event, Purchaser agrees to surrender the Property to County. If Purchaser fails to do so, County may elect to treat Purchaser as a tenant holding over unlawfully after the expiration of

a lease, and Purchaser may be ousted and removed as such, without affecting County's right to pursue other rights and remedies contained in this Contract or permitted by law.

- 8.3 **Remedies Not Exclusive.** The remedies provided above are nonexclusive and in addition to any other remedies provided by law.

SECTION 9. MISCELLANEOUS PROVISIONS

- 9.1 **Waiver.** The failure of either party at any time to require performance of any provision of this Contract will not limit the party's right to enforce the provision, nor will any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.
- 9.2 **Successor Interests.** This Contract is binding on and inures to the benefit of the parties, their successors, and assigns; but no interest of Purchaser may be assigned, subcontracted, or otherwise transferred, voluntarily or involuntarily, without the prior written consent of County
- 9.3 **Merger.** This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the Property.
- 9.4 **Notice.** Any notice under this Contract must be in writing and will be effective when actually delivered in person or deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Contract or such other address as either party may designate by written notice to the other.
- 9.5 **Choice of Law and Venue.** This Contract shall be governed by, and construed in accordance with, the laws of the State of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.
- 9.6 **Survival of Covenants.** Any covenants the full performance of which is not required before the closing or final payment of the purchase price and delivery of the deed will survive the closing and the final payment of the purchase price and the delivery of the deed and be fully enforceable thereafter in accordance with their terms.

SECTION 10. STATUTORY DISCLAIMER

The following disclaimer is made pursuant to ORS 93.040(2):

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The following disclaimer is made pursuant to ORS 93.040(1):

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the day and year first above written.

COUNTY:

PURCHASER:

Steve Mokrohisky, County Administrator

/s/ _____
Ethan N. Noah

**ACKNOWLEDGMENTS
(INDIVIDUAL)**

STATE OF OREGON)
) ss:
County of _____)

This instrument was acknowledged before me on _____, 20____, by
_____.

[SEAL]

/s/ _____
Notary Public for Oregon
My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION
LANE COUNTY/ETHAN NOAH

PARCEL 1:

Beginning at a 5/8 inch iron rod on the South line of County Road No. 1936 (Raisor Road), said point being North 88° 05' 25" West, 384.11 feet along the South line of Section 8, Township 22 South, Range 3 West of the Willamette Meridian, and North 17° 04' 29" West, 113.83 feet from the Lane County brass cap marking the ¼ corner between Sections 8 and 17, Township 22 South, Range 3 West of the Willamette Meridian, said beginning point also being on the Easterly line of Weyerhaeuser Road as described on Reel 93-57-D, Instrument No. 4013, Lane County Oregon Deed Records; thence leaving the South line of Raisor Road Southerly 681.52 feet along the Easterly line of said Weyerhaeuser Road along the arc of a 746.20 foot radius curve right (the chord of which bears South 4° 42' 57" West, 658.08 feet); thence continuing along said Easterly line South 30° 52' 50" West, 601.20 feet; thence continuing along said Easterly line Southerly 331.11 feet along the arc of a 1175.92 foot radius curve right (the chord of which bears South 38° 56' 50" West, 330.02 feet); thence continuing along said Easterly line South 47° 00' 49" West, 675.00 feet to a 5/8 inch iron rod; thence leaving said Easterly line South 42° 59' 11" East, 300.00 feet to a 5/8 inch iron rod; thence continuing South 42° 59' 11" East, 45.84 feet, more or less, to a point in the centerline of the Coast Fork of the Willamette River; thence along the center of said Coast Fork of the Willamette River the following courses: North 42° 37' 51" East, 185.33 feet; thence North 33° 07' 51" East, 225.72 feet; thence North 18° 27' 51" East, 290.40 feet; thence North 42° 32' 51" East, 587.40 feet; thence North 13° 02' 51" East, 356.40 feet; thence North 21° 37' 51" East, 239.85 feet; thence North 6° 58' 17" East, 429.07 feet; thence North 0° 49' 03" West, 118.67 feet to the point of intersection with the South line of County Road No. 1936 (Raisor Road); thence leaving the centerline of the Coast Fork of the Willamette River and along the South line of Raisor Road, South 87° 04' 48" West, 129.40 feet to the Point of Beginning, all in Lane County, Oregon.

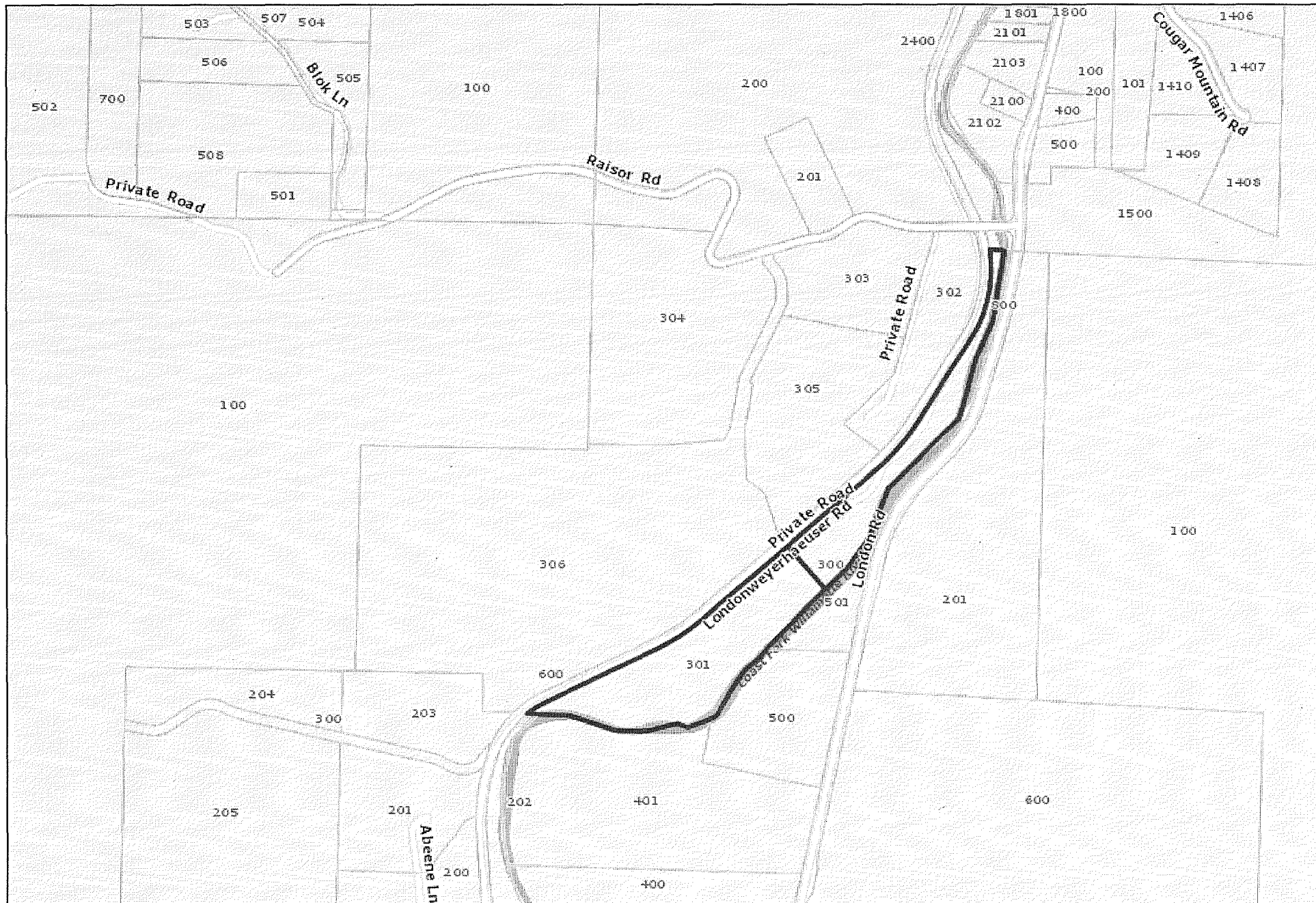
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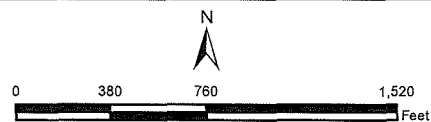
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Commencing at the Lane County brass cap marking the ¼ corner between Sections 8 and 17, Township 22 South, Range 3 West of the Willamette Meridian; thence North 88° 05' 25" West, 384.11 feet along the South line of said Section 8 to a point on the East line of that property as

described on Reel 93-57-D, Instrument No. 4013 (Weyerhaeuser Road), Lane County Oregon Deed Records; thence Southerly 567.58 feet along the Easterly line of said Weyerhaeuser Road along the arc of a 746.20 foot radius curve right (the chord of which bears South 9° 05' 25" West, 554.00 feet); thence continuing along said Easterly line South 30° 52' 50" West, 601.20 feet; thence continuing along said Easterly line Southerly 331.11 feet along the arc of a 1175.92 foot radius curve right (the chord of which bears South 38° 56' 50" West, 330.02 feet); thence continuing along said Easterly line South 47° 00' 49" West, 675.00 feet to a 5/8 inch iron rod marking the True Point of Beginning; thence continuing along said Easterly line South 47° 00' 49" West, 677.07 feet; thence continuing along said Easterly line Southwesterly 309.97 feet along the arc of a 1175.92 foot radius curve right (the chord of which bears South 54° 33' 55" West, 309.08 feet); thence continuing along said Easterly line South 62° 07' 01" West, 702.63 feet; thence continuing along said Easterly line Southwesterly 104.79 feet along the arc of a 542.96 foot radius curve left (the chord of which bears South 56° 35' 17" West, 104.62 feet) to a point which bears South 0° 07' 09" East, 223.24 feet along the West line of the James Parish Donation Land Claim No. 43 and North 89° 52' 51" East, 292.96 feet from the Northeast corner of Government Lot 2 in Section 18, Township 22 South, Range 3 West of the Willamette Meridian; thence leaving said Easterly line of the Weyerhaeuser Road North 89° 52' 51" East, 60.00 feet to a point in the center of the channel of the Coast Fork of the Willamette River; thence along the center of said channel the following courses: South 86° 41' 44" East, 535.97 feet; thence North 47° 32' 06" East, 133.18 feet; thence South 65° 38' 09" East, 259.23 feet; thence North 63° 46' 21" East, 125.89 feet; thence North 54° 27' 51" East, 66.00 feet; thence North 30° 07' 51" East, 219.78 feet; thence North 41° 07' 51" East, 285.78 feet; thence North 42° 37' 51" East, 438.37 feet; thence leaving the centerline of the Coast Fork of the Willamette River North 42° 59' 11" West, 45.84 feet, more or less, to a 5/8 inch iron rod; thence continuing North 42° 37' 51" West, 300.00 feet to the Point of Beginning, all in Lane County, Oregon.



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Lane County, Oregon

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