EMERGENCY

BEFORE THE BOARD OF COUNTY COMMISSIONERS LANE COUNTY, OREGON

ORDER NO.

IN THE MATTER OF AUTHORIZING THE SALE OF SURPLUS COUNTY OWNED REAL PROPERTY TO GERALD LADD (MAP # 20-03-26-401 and 20-03-26-402, COMMONLY KNOWN AS 78783/78779 SEARS ROAD, 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, Assessor's map # 20-03-26-401 and 20-03-26-402, commonly know as 78783/78779 Sears Road, Cottage Grove, more particularly described as follows:

See Attachment 1

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

WHEREAS said real property was offered at Sheriff's sale on March 16, 2009, with a minimum bid of \$205,000 and no bids were then received, and Gerald Ladd has now offered to pay \$90,0000.00 for said property, under terms set forth in Attachment 2, and

WHEREAS the Board of Commissioners finds that the offer is in excess of the amount required by ORS 275.200 and is reasonable, NOW, THEREFORE

IT IS HEREBY ORDERED that the real property described above be sold to Gerald Ladd for \$90,000.00, that the Quitclaim Deed at Attachment 3 be executed by the Board, that the County Administrator be authorized to sign the Land Sale Contract in substantially the form of Attachment 2 and any subsequent necessary documents to effect the sale, and that the proceeds of the sale be disbursed to the Land Management Division, Fund 570-3628070, and

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

DATED this	day of	2009.	
	Peter Sore	enson, Chair, Lane County Boar	d of Commissioners

APPROVED AS TO FORM
Date $\frac{1}{6}$ Lane County

OFFICE OF LEGAL COUNSEL

Legal Description 20-03-26-00 Tax Lots 401 & 402

A parcel of land situated in Section 26, Township 20 South, Range 3 West, Willamette Meridian, Lane County, Oregon, and being more particularly described as follows:

Beginning at a point marked with a 3/4 inch by 36 inch iron rod and from which point the Northeast corner of the Absalem Alexander Donation Land Claim Number 71, Township 20 South, Range 3 West, Willamette Meridian, bears South 89° 59' 20" East 89.60 feet; thence running South 449.06 feet to a 5/8 inch by 30 inch iron rod; thence West 477.07 feet to a 5/8 inch by 30 inch iron rod; thence West 359.77 feet to a 3/4 inch by 36 inch iron rod on the Easterty right-of-way line of County Road Number 959; thence along said right-of-way line along the arc of a 603.03 foot radius curve to the left (the long chord of which bears North 1° 14' 00" West 35.43 feet) 35.43 feet to a 3/4 inch by 36 inch iron rod, North 2° 55' 00" West 105.22 feet to a 3/4 inch by 36 inch iron rod, along the arc of a 507.42 foot radius curve to the left (the long chord of which bears North 40° 15' 10" West 244.14 feet) 246.56 feet to a 3/4 inch by 36 inch iron rod; thence leaving said right-of-way line South 89° 59' 20" East 1120.23 feet to the Point of Beginning, in Lane County, Oregon.

LAND SALE CONTRACT

THIS AGREEMENT, is made by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called COUNTY, and Gerald Ladd, hereinafter called PURCHASER.

WITNESSETH:

In consideration of the terms and conditions hereinafter stated, the parties agree as follows:

1. The COUNTY agrees to sell to PURCHASER and PURCHASER agrees to purchase from COUNTY that certain tract of land, identified as Assessor's map #20-03-26, Tax Lots 401 and 402, and more particularly described as follows:

See Attached Exhibit "A"

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352

- 2. **PURCHASE PRICE AND TERMS:** The purchase price of the property which **PURCHASER** agrees to pay shall be the sum of <u>NINETY THOUSAND DOLLARS</u> (\$90,000.00) payable as follows:
 - a. The sum of <u>SIXTY THOUSAND DOLLARS</u> (\$60,000.00) paid upon execution of this document, receipt of which is hereby acknowledged.
 - b. The remaining contract balance of <u>THIRTY THOUSAND DOLLARS</u> (\$30,000.00) plus all accrued but unpaid interest thereon shall be paid on or before 6 months following full execution of this agreement. Said balance shall accrue interest at the rate of 2.5% per annum from the date of full execution of this agreement.
 - c. PURCHASER may at any time pay off without penalty the entire balance of the purchase price remaining due, together with interest due thereon at the above specified rate to the date of payment.
 - d. At such time as PURCHASER has complied with all the terms of this contract, the COUNTY shall convey its interest only by a Quitclaim Deed.
 - e. Unless otherwise directed by COUNTY, payments shall be sent to: Lane County, Attention Jane Burgess, Land Management Division. 125 East Eighth Avenue, Eugene, OR 97401

After Recording, Return to/Taxes to:

Approved for Recording	
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- 3. TAXES AND LIENS: COUNTY agrees to pay all real property taxes and liens currently delinquent with respect to the property. That amount is estimated to total \$3,336.77. PURCHASER agrees to pay real property taxes and assessments that will be levied for the current and future years, and all public or private liens which may hereafter be imposed upon the property as the same become due and before they become delinquent. In the event PURCHASER defaults in the payment of any taxes or liens, the COUNTY may, but shall not be obligated to, pay said taxes or liens on behalf of PURCHASER, all of which sums so added to the principal balance shall bear interest at the rate of 9% compounded annually from the date of payment by the COUNTY.
- 4. INSURANCE: PURCHASER shall keep in force at all times a policy of fire insurance, with standard extended coverage endorsements, on a replacement cost basis 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. Said insurance policy shall also include liability coverage of not less than \$500,000 per occurrence.
- 5. **INDEMNIFICATION:** PURCASER shall defend and hold COUNTY, its Commissioners, officers, employees and agents harmless from all claims, losses, damages or liability of any kind arising out of or in any way connected with **PURCHASER'S** use or possession of the property.
- 6. POSSESSION: PURCHASER shall have the possession of, and the income from the premises so long as he/she is not in default in the performance of his/her agreement with COUNTY, but shall forfeit his/her rights under such agreement and to all payments made pursuant thereto if he/she fails to pay such purchase price or any part thereof, principal or interest, or to pay, before delinquency, the taxes thereafter levied against the premises, or commits or suffers any strip or waste of or on such premises, or violates any other reasonable provision of such agreement which the County Commissioners may see fit to require. The PURCHASER shall have the privilege of prepayment without penalty.
- 7. **ASSIGNMENT:** PURCHASER agrees that he/she may not assign this contract or his/her rights hereunder without the written consent of the COUNTY.
- 8. **DEFAULT:** In the event **PURCHASER** fails to make the payments provided for herein, or any of them, punctually and under strict terms and at the times above specified, or commits or suffers any strip or waste of or on such premises, or the other terms or conditions of this contract, time of payment and strict performance being declared to be the essence of this contract, then the **COUNTY** at its option, shall have the right:
 - a. To cancel this contract in accordance with ORS 275.220 or other applicable laws.
 - b. To foreclose this contract by suit, in equity, or any other right existing by law.

In either of such cases all of the right and interest herein created or then existing in favor of PURCHASER derived under this contract PURCHASER shall utterly cease and determine, and the right to possession of the real property above described and all rights acquired by the PURCHASER shall revert to and revest in COUNTY without an act of reentry or any other act of COUNTY to be performed, and without any right of PURCHASER of return, reclamation or compensation for moneys paid on account of the purchase of said property, as absolutely, fully and perfectly as if this contract and such payments had never been made; and, in the event of such default, all payments heretofore made on this contract are to be retained by and belong to COUNTY as the agreed and reasonable rent of said premises to the time of such default.

COUNTY, in the event of such default, shall have the right to immediately, or at any time thereafter, enter upon the real property aforesaid without any process of law and take immediate possession thereof, together with all improvements and appurtenances thereon or thereto belonging.

- 9. ATTORNEY'S FEES: In the event suit or action is instituted to enforce any of the provisions hereof, PURCHASER agrees to pay such sum as the trial court may adjudge reasonable for COUNTY'S attorney fees in said suit or action, and if an appeal is taken from any judgment or decree of the trial court, PURCHASER further agrees to pay such sum as the appellate court may adjudge reasonable as COUNTY'S attorney fees on appeal, together with all costs allowed by law.
- 10. CONDEMNATION: In the event of appropriation of said real property or any portion thereof by any public or private corporation under the laws of eminent domain, the County shall receive those proceeds only to the extent of the unpaid balance under this agreement.
- 11. WAIVER: Failure by COUNTY at any time to require the performance by the PURCHASER of any of the provisions hereof shall in no way affect COUNTY'S right hereunder to enforce the same, nor shall any waiver by COUNTY of any breach be held to be a waiver of any succeeding breach or a waiver of this Non-Waiver Clause.
- 12. SUCCESSOR INTEREST: The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignments.
- 13. TITLE POLICY: 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.
- 14. **DEVELOPMENT:** All actions and costs necessary to develop the property being sold under this agreement (the property) shall be borne by **PURCHASER. COUNTY** makes no warranties, expressed or implied, as to the ability to develop the property under current land use law. **COUNTY**, in **COUNTY**'S capacity as owner of the property, shall cooperate with **PURCHASER** in **PURCHASER**'S attempts to obtain necessary permits for development of the property. Any actions by **PURCHASER**, such as permit applications, further subdivision of the property or replatting of the property, which requires the consent of **COUNTY** due to **COUNTY**'S ownership of the property shall not be unreasonably withheld. Such consent shall be given in writing by the Administrator of Lane County or his/her designee.
- 15. TIMBER: Merchantable timber, being all trees susceptible of profitable utilization at the time of cutting, may constitute a significant portion of the value of the real property. If during the term of this agreement, the PURCHASER wishes to remove any merchantable timber, PURCHASER shall promptly notify COUNTY of such wishes. PURSHASER shall provide COUNTY with a timber harvesting plan noting trees to be harvested together with a timber cruise noting volume of the timber in board feet, species, current market value and the stump value of the timber being harvested. Said timber cruise shall be done by a certified timber cruiser. PURCHASER shall fully comply with the Oregon Forest Practices Act, related administrative rules and any other rules and regulations concerning the removal or sale of timber imposed by any Local, State or Federal agencies.

PURCHASER shall not harvest any timber the value of which exceeds the principle amount of this agreement that has been paid off by **PURCHASER** and in no case shall the value harvested exceed one-half the initial contract price. For example, if the initial contract balance is \$100,000 and has subsequently been reduced to \$75,000, then Buyer may remove \$25,000 worth of timber from the

property. In no case shall the total value of harvested timber exceed \$50,000. No timber shall be removed from the property without prior written consent of Seller which shall not be unreasonably withheld.

- 16. UNFIT FOR USE DISCLOSURE STATEMENT: Seller acknowledges receipt of the attached Unfit For Use Disclosure Statement. The property in this transaction has been determined to be an illegal drug manufacturing site and cannot be rented, leased, entered or used for any reason without first being issued a Certificate of Fitness by the Oregon Health Division. See Attachment "B."
- 17. **HEADINGS:** The headings herein contained are for reference only and are not to be construed as part of this Agreement

Signature page to follow

Land Sale Contract - Signature Page

IN WITNESS PURCHASER WHEREOF, the parties have executed this Agreement on the day and year written below.

DATED:			PURCHASER:
		Signati	ure, Gerald Ladd
SOCIAL SECURITY	OR TAX I.D. #		
STATE OF OREGON)) ss		
County of Lane On)	20	personally appeared
voluntary act. Before m	e:	, and acl	knowledged the foregoing instrument to be their
			Notary Public for Oregon My Commission Expires:
			LANE COUNTY:
DATED:			Peter Sorenson, Chair Lane County Board of Commissioners
			Pursuant to Order No
STATE OF OREGON)) ss		
County of Lane)		
OnCounty Commissioners act. Before me:	, 20, perfor Lane County,	sonally appear and acknowle	ed the above-named Peter Sorenson, Chair of the dged the foregoing instrument to be his voluntary
			Notary Public for Oregon My Commission Expires:

EXHIBIT "A"

Legal Description 20-03-26-00 Tax Lots 401 & 402

A parcel of land situated in Section 26, Township 20 South, Range 3 West, Willamette Meridian, Lane County, Oregon, and being more particularly described as follows:

Beginning at a point marked with a 3/4 inch by 36 inch iron rod and from which point the Northeast corner of the Absalem Alexander Donation Land Claim Number 71, Township 20 South, Range 3 West, Willamette Meridian, bears South 89° 59' 20" East 89.60 feet; thence running South 449.06 feet to a 5/8 inch by 30 inch iron rod; thence West 477.07 feet to a 5/8 inch by 30 inch iron rod; thence West 359.77 feet to a 3/4 inch by 36 inch iron rod on the Easterly right-of-way line of County Road Number 959; thence along said right-of-way line along the arc of a 603.03 foot radius curve to the left (the long chord of which bears North 1° 14' 00" West 35.43 feet) 35.43 feet to a 3/4 inch by 36 inch iron rod, North 2° 55' 00" West 105.22 feet to a 3/4 inch by 36 inch iron rod, North 26° 20' 00" West 269.42 feet to a 3/4 inch by 36 inch iron rod, along the arc of a 507.42 foot radius curve to the left (the long chord of which bears North 40° 15' 10" West 244.14 feet) 246.56 feet to a 3/4 inch by 36 inch iron rod; thence leaving said right-of-way line South 89° 59' 20" East 1120.23 feet to the Point of Beginning, in Lane County, Oregon.

EXHIBIT "B"

UNFIT FOR USE PROPERTY DISCLOSURE STATEMENT Per OAR 333-040-0100

- A. The property in this transaction has been determined to be an illegal drug manufacturing site and cannot be rented, leased, entered or used for any reason without first being issued a Certificate of Fitness by the Oregon Health Division.
- B. The property is commonly known as 78783/78779 Sears Road, Cottage Grove, Lane County, Oregon. The legal description of the property is attached.
 - Also known as Assessor's Map 20 03 26 Tax Lots 401 and 402.
- C. Methamphetamine manufacture was found to occur on this property.
- D. The owner of the property is Lane County. The property has been foreclosed on by Lane County pursuant to a General Judgment entered in Lane County Circuit Court, case no. 16-06-06976 on May 7, 2007.
- E. The Oregon Department of Human Services, Public Health Division, has determined that this property is unfit for use.
- F. The address of the Department of Human Services, Public Health Division is 800 NE Oregon Street, Portland, OR 97232-2162, phone (971) 673-0440, fax (971) 673-0457, TTY-Nonvoice (971) 673-0372.
- G. A photocopy of the written notice of determination as issued by the Department of Human Services, Public Health Division is attached.

The owner shall provide a copy of this disclosure statement to the Building Codes Division and the Oregon Public Health Division within 10 days of the closing of the sale.



CA 05.236

August 4, 2005

Department of Human Services

Health Services 800 NE Oregon Street Portland, OR 97232-2162 (971) 673-0429 Fax (971) 673-0457 TTY-Nonvoice (971) 673-0372

Susan Lassiter 78783 Sears Road Cottage Grove, OR 97424

RE: UNAUTHORIZED USE

CASE #97-064, 78783 Sears Road, Cottage Grove, Lane County

Dear Ms. Lassiter:

On July 19, 2005, our office conducted a visit to the above-referenced site and determined that there is currently unauthorized occupancy on the property. This property was determined to be an illegal drug-manufacturing site by the Cottage Grove Police Department on July 25, 1997. This determination means that the property is unfit for use and makes it a Class A Criminal Trespass for anyone to occupy or otherwise use this site in any way. Only when the property is assessed for contamination, any necessary decontamination work is performed by a licensed cleanup contractor, and the site receives a Certificate of Fitness from the Department of Human Services can it legally be used again.

At the time that the site was declared unfit for use, you were sent information about how to obtain a Certificate of Fitness. Further, earlier this year you were sent a warning letter about use on the site, advised to secure it, and given information about contractors licensed to bring the property through the cleanup process and obtain a Certificate.

You are hereby advised to secure your property and prevent its occupancy or use until it is assessed and any required decontamination work is performed. Failure to abide by these requirements may result in exposing occupants to hazardous chemicals and/or other drug-lab-related hazards, and is punishable by up to 1 year in jail and a \$6,250 fine.

You may incur increased costs in assessing and decontaminating the site if unauthorized cleanup work has occurred. In addition, you may be assessed civil

Assisting People to Become Independent, Healthy and Safe
An Equal Opportunity Employer

penalties up to \$2,000 for decontamination work not performed by or under the supervision a licensed cleanup contractor.

We would like to work with you to ensure that your property is secured against any possible health risks and is cleaned up so that you may once more use the property legally. In order to help you move forward with this process, I am enclosing a copy of the statutes and rules governing the assessment/cleanup process and a list of contractors who are licensed to perform site assessments and perform any necessary decontamination work. Visit our website at: www.oregon.gov/dhs/ph/druglab for additional information about our program.

If you have any questions about bringing your property through the cleanup process, please feel free to contact our office at (971) 673-0430, and we would be happy to assist you.

Sincerely,

Jennifer M. Allen Cold Case Specialist Environmental Toxicology Office of Public Health Systems

cc: Jim Kanoff, Department of Human Services
78783 Sears Road, Cottage Grove, OR 97424
Lane County Sheriff's Office
Cottage Grove Police Department
Lane County Contacts



FAX COVER SHEET

Date:	October 4, 2006	Sender:	Jennifer M. Allen		
To:	Jane Burgess	Office Name:	Environmental Toxicology Drug Lab Cleanup Program		
Office Name:	Lane County Code Enforcement	Address:	800 NE Oregon Street, Suite 608		
Address:		City:	Portland		
City:		State:	Oregon Zip: 97232		
State:	Zip:	Phone Number:	(971) 673-0430		
Phone Number:	(541) 682-3947	Fax Number:	(971) 673-0457		
Fax Number:		Total Pages: 4			
Re: Police Report, Case #97-064 - 78783 Sears Road, Cottage Grove					
Urgent For review Please comment Please reply Please recycle					

Jane -

Here's the report on this one. Let me know if there's anything else you need or if other questions come up.

Thanks!

Confidentiality Notice: The information contained in this facsimile may be confidential and legally privileged. It is intended only for use of the individual named. If you are not the intended recipient, you are hereby notified that the disclosure, copying, distribution, or taking of any action in regards to the contents of this fax — except its direct delivery to the intended recipient — is strictly prohibited. If you have received this fax in error, please notify the sender immediately and destroy this cover sheet along with its contents, and delete from your system, if applicable.

DHS 2009 (REV 9/2003)

97-064



DEPARTMENT OF POLICE

400 Main Street, Cottage Grove, Oregon 97424 Phone: (541) 942-9145 FAX #(541) 942-4319

July 25, 1997

CERTIFIED MAIL
P 398 - 984 - 742

Susan Marie Lassiter Michael Dean Bachman 78779 Sears Rd. Cottage Grove, OR 97424

Dear Mr. Bachman/Ms. Lassiter:

This is to advise you that your <u>property</u> described as 78783 Sears Road, Cottage Grove, OR (single wide mobile home) has been determined by this department to have been used for illegal drug manufacturing, specifically used to manufacture methamphetamine.

Under provisions of ORS 453.855 through 453.990, further use of the property is unlawful until you have secured an evaluation, by a contractor licensed by the Health Division, of any contamination on the site, and if found to be related to illegal drug activity, a Certificate of Fitness obtained from the Health Division. It is also unlawful for you to sell or transfer the property except as provided in rules of the Oregon Health Division.

You may call the Health Division at (503)731-4012 to discuss what must be done and to obtain copies of the law and rules. You may appeal this determination if you believe it is incorrect. To do so you must send a written request for hearing to this office on or before August 25, 1997.

Sincerely,

COTTAGE GROVE POLICE DEPARTMENT

L.S. Worsham, Commander

cc: Oregon Health Division, Portland



Clandestine Drug Lab Cleanup Program 800 NE Oregon St. #21, Portland, OR 97232 Phone (503) 731-4012 FAX 731-4077

CLANDESTIME DRUG-LAB INCIDENT REPORT FORM (Please file within 7 days of incident)

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mo/day /year	PD
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. Person/ogency filling this reported to the first person of the f	,
Type of incident: police raid (planned action)) [] citizen report
C fire/explosion	
The appearance of the second s	
Lab description (check appropriate box for process used):	
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9. Known or suspected chemicals found on site: for each, list name (or description) of chemical, physical description, estimated quantity, and condition of containers (e.g. factory-sealed, open, leaking or spilling, etc.)

Name of chemical	Liquid	Gaseaus	5olid	How such?	Container cor	dition Further description?
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otodine!		LL	X_	منطقت كالمشاب	IOK	1 14 red during reaction
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10. Please draw a diagram of the site, indicating locations of chemicals and/or wlab* activity. Indicate Worth (compass direction) and, if applicable, diagram 1st floor, 2nd floor, etc.:

XB BLOROWN DRUB
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11. COMMENTS. Please describe what happened. Include substances found at the scene, locations of spills or leakage which may have contaminated premises, information about human exposure, etc. Attach other relevant narrative or material (such as photos) from case report.

SUSPECT ATTEMPTED TO DESTROY REACTION BY POUR IND DOWN DRAIN IN BATHROOM BATH TUB.

Use reverse or additional sheets as necessary

QUITCLAIM DEED

LANE	E COUNTY, a political subdivision of the State of Oregon, pursuant to Order No.	of the
Board of County	ty Commissioners of Lane County, releases and quitclaims to:	

Gerald Ladd

all its right, title and interest in that real property situated in Lane County, State of Oregon, described as:

See Attached Exhibit "A"

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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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

The true and actual consideration for this transfer is: \$90,000.00

This space reserved for re	cording sticker	LANE COUNTY BOARD OF COMMISSIONERS
STATE OF OREGON COUNTY OF LANE)) ss)	
be their voluntary act. Be		County, and acknowledged the foregoing instrument to
After recording, return to/Gerald Ladd	taxes to:	My Commission Expires

EXHIBIT "A"

Legal Description 20-03-26-00 Tax Lots 401 & 402

A parcel of land situated in Section 26, Township 20 South, Range 3 West, Willamette Meridian, Lane County, Oregon, and being more particularly described as follows:

Beginning at a point marked with a 3/4 inch by 36 inch iron rod and from which point the Northeast corner of the Absalem Alexander Donation Land Claim Number 71, Township 20 South, Range 3 West, Willamette Meridian, bears South 89° 59' 20" East 89.60 feet; thence running South 449.06 feet to a 5/8 inch by 30 inch iron rod; thence West 477.07 feet to a 5/8 inch by 30 inch iron rod; thence South 119.00 feet to a 5/8 inch by 30 inch iron rod; thence West 359.77 feet to a 3/4 inch by 36 inch iron rod on the Easterly right-of-way line of County Road Number 959; thence along said right-of-way line along the arc of a 603.03 foot radius curve to the left (the long chord of which bears North 1° 14' 00" West 35.43 feet) 35.43 feet to a 3/4 inch by 36 inch iron rod, North 2° 55' 00" West 105.22 feet to a 3/4 inch by 36 inch iron rod, North 26° 20' 00" West 269.42 feet to a 3/4 inch by 36 inch iron rod, along the arc of a 507.42 foot radius curve to the left (the long chord of which bears North 40° 15' 10" West 244.14 feet) 246.56 feet to a 3/4 inch by 36 inch iron rod; thence leaving said right-of-way line South 89° 59' 20" East 1120.23 feet to the Point of Beginning, in Lane County, Oregon.