



Memorandum Date: November 15, 2024

Order Date: December 10, 2024

TO: Board of County Commissioners

DEPARTMENT: Public Works/Engineering and Construction Services/Surveyors

PRESENTED BY: Mikeal J. Blommé, Lane County Surveyor

AGENDA ITEM TITLE: ORDER 24-12-10-04/ IN THE MATTER OF AUTHORIZING SIGNING AUTHORITY TO THE COUNTY ADMINISTRATOR FOR A PUBLIC ROAD EASEMENT GRANTED TO LANE COUNTY BY THE U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE FOR THE BENEFIT OF ALEXANDER ROAD, COUNTY ROAD NO. 776. (16-09-00-00-00100).

I. MOTION

TO APPROVE THE ORDER AUTHORIZING SIGNING AUTHORITY TO THE COUNTY ADMINISTRATOR FOR EXECUTION OF A PUBLIC ROAD EASEMENT BEING GRANTED TO LANE COUNTY.

II. AGENDA ITEM SUMMARY

The design of a bridge improvement project has necessitated the relocation of Alexander Road at its intersection with West Fork Road. The Siuslaw National Forest has prepared a public road easement for Lane County to facilitate the relocation. We are requesting signing authority be granted to the County Administrator to sign the document.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

The Siuslaw Watershed Council (SWC) is replacing a one-lane bridge spanning West Fork Deadwood Creek at West Fork Road, County Road No. 776, with a larger structure. This project is being done as part of SWC's West Fork Deadwood Creek Reconnection Project. SWC's consultant led design necessitates the relocation of the intersection of Alexander Road, also County Road No. 776, northwesterly approximately 80 feet. To help facilitate the design for relocation of the intersection, it is necessary to acquire approximately 9,455 square feet of right of way which will be used to realign Alexander Road's approach into West Fork Road. The width of the right of way requested shall

match the width of County Road No. 776 as established in 1915, which is 60 feet in width. The length at centerline of the realignment is approximately 316 feet in length, at which point the realignment will match back into the as-traveled roadway of Alexander Road to the north. Once Lane County receives the right of way necessary to realign the intersection, Lane County will vacate any abandoned portion of Alexander Road no longer needed for transportation purposes. It is important to note this is not a Lane County Project, but as jurisdictional owner of the new bridge and West Fork Road, Lane County will issue all necessary facility permits and provide limited oversight related to project design, construction, and assistance to ensure all necessary right of way has been acquired to facilitate the legalization and relocation of Alexander Road.

B. Policy Issues

This project is consistent with Oregon Revised Statute 368, which allows for the initiation and acquisition of property, and Lane Code Chapter 15, which provides for the dedication and improvement requirements.

C. Board Goals

One of Lane County's Strategic Priorities for 2022-2024 is Robust Infrastructure, which is consistent with this request.

D. Financial and/or Resource Considerations

There are no financial or resource considerations. The Siuslaw National Forest Service is donating the public road easement right of way to Lane County.

E. Health Implications

There are no significant health implications.

F. Analysis

Granting authorization to the County Administrator to sign the public road easement will ensure legal access is maintained to Siuslaw National Forest Service land and one private landowner prior to the abandonment of the current location of the intersection of Alexander Road and West Fork Road.

G. Alternatives/Options

The Board of County Commissioners has the options to:

1. Grant authority to the County Administrator to sign the public road easement document.
2. Deny the Order.

IV. RECOMMENDATION

It is recommended the Board support Option Number 1, granting authority to the County Administrator to sign the public road easement for the benefit of Alexander Road, County Road No. 776.

V. TIMING/IMPLEMENTATION

Timing is critical. Construction for the bridge project is scheduled for the Spring of 2025. Securing this public road easement needs to be accomplished prior to construction.

VI. FOLLOW-UP

If the Board of County Commissioners approves the Order authorizing the County Administrator to sign the public road easement, the original signed public road easement shall be forwarded to the County Surveyor to acquire other needed signatures prior to recording at Lane County Deeds and Records. This Order shall be filed into the Board of County Commissioners' Journal of Administration, after which copies are to be forwarded to the County Surveyor for appropriate action. If the Order is denied, an Order to Deny will be presented to the Board at a later regularly scheduled meeting.

VII. ATTACHMENTS

Order
Public Road Easement

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 24-12-10-04

IN THE MATTER OF AUTHORIZING SIGNING
AUTHORITY TO THE COUNTY ADMINISTRATOR
FOR A PUBLIC ROAD EASEMENT GRANTED
TO LANE COUNTY BY THE U.S. DEPARTMENT
OF AGRICULTURE FOREST SERVICE FOR THE
BENEFIT OF ALEXANDER ROAD, COUNTY
ROAD NO. 776. (16-09-00-00-00100).

THIS MATTER now coming before the Board of County Commissioners of Lane County and said Board deeming it in the best interest of Lane County to accept a public road easement donation from the Siuslaw National Forest Service for the benefit of Alexander Road, County Road No. 776, and authorizing the County Administrator to sign the public road easement on behalf of Lane County, said road easement located in the southwest one-quarter of Section 23, Township 16 South, Range 9 West of the Willamette Meridian.

WHEREAS, the Siuslaw Watershed Council (SWC) is replacing a one-lane bridge located on West Fork Road in the vicinity of the intersection of West Fork Road and Alexander Road, County Road No.'s 776 as part of SWC's West Fork Deadwood Creek Reconnection Project; and

WHEREAS, the project design necessitates the relocation of the intersection of West Fork Road and Alexander Road causing road right of way to be acquired to facilitate the relocation; and

WHEREAS, the U.S. Department of Agriculture Forest Service has agreed to donate the right of way needed to relocate the road intersection and has prepared a public road easement to be signed by Lane County for execution; and

NOW, THEREFORE, IT IS HEREBY ORDERED the County Administrator is authorized to sign the public road easement on behalf of Lane County, after which the easement shall be returned to the County Surveyor to secure other needed signatures prior to recording the easement at Lane County Deeds and Records; and

IT IS FURTHER ORDERED the above Order shall be entered in the records of the Board of County Commissioners' Journal of Administration and in the Master Road File for County Road Number 776 located in the Lane County Surveyor's Office.

ADOPTED this 10th day of December, 2024.

Laurie Triege, Chair
Lane County Board of Commissioners

After Recording Return To:
Siuslaw National Forest
3200 Jefferson Way
Corvallis, OR 97331

Auth ID: CCD2435
Contact Name: LANE COUNTY PUBLIC WORKS
Use Code: 751

FS-2700-9f
(09/2020) OMB No.
0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

PUBLIC ROAD EASEMENT

AUTHORITY:

National Forest Roads and Trails Act, 16 U.S.C. 532-538

This public road easement (hereinafter "easement"), dated _____ is granted by the United States, acting through the United States Department of Agriculture, Forest Service (hereinafter "grantor"), to LANE COUNTY, of the State of Oregon (hereinafter "grantee").

The grantor hereby grants to the grantee, subject to existing easements and other valid existing rights, a non-exclusive, permanent easement for construction, reconstruction, operation, and maintenance of a public road for a state or county highway that is wholly or partly within or adjacent to and serving the National Forest System that the Forest Service determines is necessary for the protection, administration, and utilization of the National Forest System and the use and development of its resources (hereinafter "public road"). The grantee shall record this easement within 90 days of the date it is granted and shall provide a copy of the recorded easement to the authorized officer.

In consideration of this permanent easement, the grantee is providing a reciprocal benefit to the grantor in the form of construction, as needed, operation, and maintenance of the public road. This easement is located on lands in the County of Lane, State of Oregon.

This easement is 60 feet wide and 1520 feet long and covers approximately 2.09 acres in the SW1/4 Sec. 23, T. 16 S., R. 9 W., WILLAMETTE MERIDIAN, ("the easement area"), as shown on the map attached as Appendix A to this easement. This and any other appendices are hereby incorporated into this easement.

I. GENERAL TERMS

A. AUTHORITY. This easement is issued pursuant to the National Forest Roads and Trails Act, 16 U.S.C. 532-538, and 36 CFR Part 212, Subpart A, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Regional Forester or Forest or Grassland Supervisor with delegated authority pursuant to Forest Service Manual 2700.

C. AMENDMENT. This easement may be amended at any time by written agreement of the grantor and the grantee.

D. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this easement, the grantee shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the easement area, to the extent they do not conflict with federal law, regulation, or policy. The grantor assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

E. RESERVATIONS. All rights not specifically and exclusively granted to the grantee are reserved to the grantor, including:

1. The right of access to the easement area, including a continuing right of physical entry to the easement area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation.
2. The right to use or authorize others to use any portion of the easement area for non-highway purposes, provided that such use does not interfere with the free flow of traffic or impair the full use and safety of the public road.
3. The right to locate Forest Service and other U.S. Department of Agriculture informational signs inside the easement area and outside the cuts and fills for the public road.
4. The right to administer and dispose of all natural resources, including timber, in the easement area, subject to the

grantee's right to cut vegetation under clause III.D.

F. ASSIGNABILITY. This easement is not assignable.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this easement gives or implies permission to build or maintain any structure or facility or to conduct any activity unless specifically provided for in this easement. Any use not specifically authorized by this easement must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new easement or easement amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for construction or reconstruction of the public road, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The grantee shall not establish any borrow, sand, or gravel pits; stone quarries; permanent storage areas; road operation and maintenance facilities; camps; supply depots; or disposal sites in the easement area, unless shown on approved construction drawings or otherwise approved by the authorized officer. The authorized officer may require the grantee to furnish as-built drawings, maps, or surveys upon completion of the work.

III. OPERATIONS

A. CONSTRUCTION, RECONSTRUCTION, OPERATION, AND MAINTENANCE OF THE PUBLIC ROAD. The grantee shall have the right and obligation to construct, reconstruct, operate, and maintain the public road for a state or county highway consistent with applicable state law for public highways. The Forest Service assumes no responsibility for construction, reconstruction, operation, and maintenance of the public road.

B. NONDISCRIMINATION. The grantee and its assignees, agents, employees, contractors, and lessees shall not discriminate against any person on the basis of race, color, sex (in educational and training programs), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the grantee and its assignees, agents, employees, contractors, and lessees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended. The grantee shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this easement. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

C. RESOURCE PROTECTION DURING ROAD MAINTENANCE. The grantee shall conduct any maintenance of the public road so as to avoid damaging adjacent National Forest System lands.

D. PREVENTION AND CONTROL OF SOIL EROSION. Consistent with applicable federal and state highway safety standards, the grantee shall provide for prevention and control of soil erosion in the easement area and on adjacent National Forest System lands that may occur during construction, operation, and maintenance of the public road, including maintenance of any terracing, water bars, leadoff ditches, or other preventive works and reshaping of slopes following slides that may be necessary to control or prevent soil erosion and disposal of any associated waste. The grantee shall vegetate and keep vegetated with species approved by the authorized officer all earth cut or fill slopes feasible for revegetation and any other locations in which ground cover is destroyed.

E. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This easement does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The grantee shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the easement area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the easement area must have prior written approval from the authorized officer.

F. PESTICIDE USE

1. **Authorized Officer Concurrence.** Pesticides may not be used in the easement area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.
2. **Pesticide-Use Proposal.** Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the grantee shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.
3. **Safety Plan.** Before applying pesticides in the easement area, the grantee shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the easement; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and, when required by applicable local requirements, a provision for prior notification to sensitive individuals.
4. **Reporting.** By September 30th annually, the grantee shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.
5. **Labeling, Laws, and Regulations.** Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

IV. RIGHTS AND LIABILITIES

A. VALID EXISTING RIGHTS. This easement is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The grantor is not liable to the grantee for the exercise of any such right.

B. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this easement do not intend to confer any rights on any third party as a beneficiary under this easement.

C. NO WARRANTY OF ACCESS, AREA SUITABILITY, OR SERVICES. This easement authorizes the use and occupancy of lands or easements of the grantor for the purposes identified in this easement. The Forest Service does not make any express or implied warranty of access to the easement area, of the suitability of the easement area for the authorized uses, or for the furnishing of road or trail maintenance, other than as expressly provided for in this easement; water; fire protection services; search and rescue services; or any other services by a government agency, utility, association, or individual.

D. RISK OF LOSS. The grantee assumes all risk of loss to the easement area, in whole or in part, due to public health and safety or environmental hazards. Loss of use and occupancy of the easement area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized officer determines that any portions of the easement area cannot be safely occupied due to a public health or safety or environmental hazard, this easement shall terminate as to those portions of the easement area. Termination under this clause shall not give rise to any claim for damages, including lost profits, by the grantee against the Forest Service.

E. DAMAGE TO UNITED STATES PROPERTY. The grantee has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this easement. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The grantee shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the grantee's use and occupancy of the easement area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs.

2. The grantee shall be liable for damage to all roads and trails of the United States caused by use of the grantee or the grantee's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.E.1, except that liability shall not include reasonable and ordinary wear and tear.

F. ENVIRONMENTAL PROTECTION

1. Compliance with Environmental Laws. The grantee shall in connection with the use and occupancy authorized by this easement comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.F, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The grantee shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the easement area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The grantee shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the easement area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The grantee shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the grantee's activities in the easement area, including activities conducted by the grantee's agents, employees, or contractors and regardless of whether those activities are authorized under this easement. The grantee shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The grantee shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this easement, the grantee shall deliver the easement area to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

G. INDEMNIFICATION OF THE UNITED STATES. The grantee shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the grantee in connection with the use and occupancy authorized by this easement. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the grantee or the grantee's heirs, assignees, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this easement which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any hazardous material into the environment. The authorized officer may prescribe terms that allow the grantee to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

V. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION. The authorized officer may revoke all or part of this easement:

1. By condemnation; or
2. Based on a finding of abandonment of the easement after a continuous 5-year period of non-use, provided:
 - (a) The easement or segment of the easement is not being preserved for prospective future use;
 - (b) The authorized officer gives the grantee written notice of the revocation; and
 - (c) If the grantee administratively appeals the revocation within 60 days of receipt of the notice, the revocation is upheld on appeal.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this easement in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The grantee may request an onsite review with the authorized officer's superior of the adverse conditions prompting the suspension. The authorized officer's superior shall grant this request within 48 hours. Following the onsite review, the authorized officer's superior shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this easement, other than revocation or suspension decisions, are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation of this easement for non-use is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended, provided the grantee files an appeal within 60 days of receipt of the notice of revocation. Immediate suspension under clause V.B is subject to administrative appeal pursuant to 7 CFR Part 1, Subpart H, as amended. Revocation or suspension of this easement shall not give rise to any claim for damages by the grantee against the grantor.

D. TERMINATION. This easement shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Termination of this easement shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this easement is not subject to administrative appeal and shall not give rise to any claim for damages by the grantee against the grantor. This easement shall terminate:

1. If the grantee does not record this easement in each county where the lands underlying this easement are located within 90 days of the date this easement is granted; or
2. All or in part, upon the written agreement of the grantor and the grantee.

VI. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this easement either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The grantor and the grantee shall keep each other informed of current mailing addresses.

C. SUPERIOR CLAUSES. If there is any conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

SURVEY AND MANAGE SPECIES AND THEIR HABITAT The survey and manage standards and guidelines were established in the 1994 Northwest Forest Plan amendments to all Forest Service land management plans in western Oregon and Washington and northern California, as amended by the January 2001 Record of Decision (2001 ROD). The list of survey and manage species in the 2001 ROD, for which the standards and guidelines apply, has been amended and is subject to periodic amendment by the Forest Service. The shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on survey and manage species or their habitat affected by the authorized use and occupancy. The location of sites within the area occupied by survey and manage species or their habitat shall be shown on a map in an appendix to this and may be

shown on the ground. Discovery by the or the Forest Service of other sites within the area containing survey and manage species or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

THIS EASEMENT IS GRANTED SUBJECT TO ALL ITS TERMS.

BEFORE THIS EASEMENT IS GRANTED, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE STATE OR COUNTY PUBLIC ROAD AUTHORITY TO BIND IT TO THE TERMS OF THIS EASEMENT.

On _____, I, the grantee, have read, understood, and accepted the terms of this easement.

Steve Mokrohisky, Lane County Administrator

DATE

STATE OF OREGON
LANE COUNTY

On _____, before me, a notary public in the State of Oregon, personally appeared , known to me to be the person who signed this easement as the grantee.

Notary Public for the State of
My commission expires

On _____, the United States, through the United States Department of Agriculture, Forest Service, has executed this easement pursuant to delegations of authority in 7 CFR 2.60(a)(2), 36 CFR 251.52, and FSM 2732.04c.

UNITED STATES OF AMERICA

Rebecca Brooke, Forest Supervisor
Siuslaw National Forest
USDA Forest Service

DATE

STATE OF OREGON
LANE COUNTY

On _____, before me, a notary public in the State of Oregon, personally appeared , known to me to be the person who signed this easement as the grantee.

Notary Public for the State of
My commission expires

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

LANE COUNTY SURVEYOR'S OFFICE

C.S. FILE NO

FILING DATE:

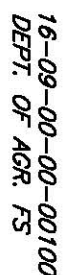
9

R1 - MASTER ROAD FILE NO. 776, E.L. BERKSHIRE ROAD - LCSO
R2 - MASTER ROAD FILE NO. 1054, LEE LEWIS ROAD - LCSO
R3 - CSF 36097 THROUGH 36099 - SCHMARZ
R4 - CSF 23833 THROUGH 23834 - R.L. BROWN

No.	Radius	Delta Angle	Length	Chord Brg. & Dist.
C1	90.00'	22.46.42"	35.78'	N29.25.29 W 35.55'
C2	150.00'	36.39.08"	95.96'	N36.21.43 W 94.33'
C3	140.00'	5.48.06"	14.18'	N56.10.21 W 14.17'
C4	100.00'	66.07.19"	115.41'	N77.30.28 W 109.11'
C5	140.00'	26.44.56"	65.36'	S82.48.18 W 64.77'
C6	305.00'	20.42.06"	110.20'	N28.11.49 E 109.60'
C7	245.00'	20.37.47"	88.21'	N29.15.38 E 87.74'

No.	Bearing	Distance
L1	N16°17'51"E	11.67'
L2	S16°17'51"W	10.62'
L3	N18°32'51"E	15.16'

42' CENTERLINE
 2'29'01" C.L.
 R = 2307.06'
 Δ = 4'15'01"
 L = 171.13'
 T = 85.61'
 CH = 171.09'
 N37°25'21"E


$$\frac{A\ 3+31.31\ PT\ AHD.}{= A2\ 3+16.39\ PT\ BK.}$$

- See Sheet 2

SIUSLAW NATIONAL
FOREST

'A' CENTERLINE
14°19'26" C.R.
R = 400.00'
Δ = 130°00'00"
L = 132.65'
T = 66.94'
CH = 132.04'
N25°47'51"E

A2' CENTERLINE
 20'50'05" C.R.
 R = 275.00'
 Δ = 21'00'01"
 L = 100.79'
 T = 50.97'
 CH = 100.23'
 N29°02'51"E

16-09-00-00-00100
DEPT. OF AGR. FS

- (A) $L\ 126^{\circ}46.63,\ 20.00'$ RT.
- (B) $L\ 126^{\circ}49.59,\ 30.00'$ RT.
- (C) $L\ 126^{\circ}58.78,\ 20.00'$ RT.
- = $A2\ 0^{\circ}16.94,\ 30.00'$ RT.
- $L\ 127^{\circ}10.61,\ 20.00'$ RT.
- (D) = $A2\ 0^{\circ}16.59,\ 30.00'$ LT.

- CALCULATED POINT
- FOUND SURVEY MONUMENT AS NOTED
- ✕ FOUND PLSS CORNER AS NOTED
- TO BE SET 2-1/2" LONG NAIL WITH WASHER MARKED "LANE CO PW"
- TO BE SET SMOOTH 5/8" X 30" IRON ROD WITH RED PLASTIC CAP MARKED "LANE CO R-W"
- LINE BREAK - LENGTH OF LINE IS NOT TO SCALE.

```

FD - FOUND
CSF - COUNTY SURVEY FILE
LCSO - LANE COUNTY SURVEYOR'S OFFICE
PLSS - PUBLIC LANDS SURVEY SYSTEM
IR - IRON ROD
W/CAP - WITH ID CAP MARKED AS SHOWN
{} - R/W OR EASEMENT ACQUISITION
RECORDING INFORMATION
() RECORD INFORMATION
[] STATION & OFFSET OF FD. MONUMENTS
NTS - SYMBOL SHOWN IS NOT TO SCALE
LCOOR - LANE COUNTY OREGON DEEDS
AND RECORDS

```

EXISTING RIGHT OF WAY
ACQUIRED RIGHT OF WAY
EDGE OF TRAVELED ROADWAY

NOTES: SEE LANE COUNTY PUBLIC
WORKS ENGINEERING FIELD BOOK NO. 1554

SURVEY FOR:

LANE COUNTY PUBLIC WORKS

LANE COUNTY DEPARTMENT OF PUBLIC WORKS

Alexander Road
MP 0.00 – MP 0.29
ROAD EXHIBIT MAP

MIKEL J. BLOMME DAN HURLEY
 COUNTY SURETOR DIRECTOR OF PUBLIC WORKS
 CO. RD. NUMBER 776
 04-15-24 SHEET 1 OF 4

TAXLOT MAP NUMBER: 16-09-00-00, 16-09-22-00, 16-09-23-00
HP PAGEWIDE XL4000, HP 843A INK, HP RUB36-324200 INKJET BOND PAPER

GRAPHIC SCALE
(In Feet)

0 20 40

HP PAGEWIDE XL4000, HP 843A INK, HP RJB36-324200 INKJET BOND PAPER

SW 1/4 SEC 23, T16S, R9W, WM

LANE COUNTY SURVEYOR'S OFFICE

C.S. FILE NO. _____

FILING DATE: _____

C

LEGEND

- | | |
|---|---|
| ○ CALCULATED POINT | FD. - FOUND |
| ⊙ FOUND SURVEY MONUMENT AS NOTED | CSF - COUNTY SURVEY FILE |
| ⊕ FOUND PLSS CORNER AS NOTED | LCSD - LANE COUNTY SURVEYOR'S OFFICE |
| ⊗ TO BE SET 2-1/2" LONG NAIL WITH WASHER MARKED "LANE CO PW" | PLSS - PUBLIC LANDS SURVEY SYSTEM |
| ● TO BE SET SMOOTH 5/8" X 30" IRON ROD WITH RED PLASTIC CAP MARKED "LANE CO. R-W" | IR - IRON ROD |
| ⊕ TO BE SET 2-1/2" LONG NAIL WITH WASHER MARKED "LANE CO PW" | W/CAP - WITH ID CAP MARKED AS SHOWN |
| ⊗ TO BE SET 2-1/2" LONG NAIL WITH WASHER MARKED "LANE CO PW" | { } R/W OR EASEMENT ACQUISITION RECORDING INFORMATION |
| ⊕ TO BE SET 2-1/2" LONG NAIL WITH WASHER MARKED "LANE CO PW" | () RECORD INFORMATION |
| ⊗ TO BE SET 2-1/2" LONG NAIL WITH WASHER MARKED "LANE CO PW" | [] STATION & OFFSET OF FD. MONUMENTS |
| ⊕ TO BE SET 2-1/2" LONG NAIL WITH WASHER MARKED "LANE CO PW" | NTS - SYMBOL SHOWN IS NOT TO SCALE |
| ⊗ TO BE SET 2-1/2" LONG NAIL WITH WASHER MARKED "LANE CO PW" | LCODR - LANE COUNTY OREGON DEEDS AND RECORDS |

LINE BREAK - LENGTH OF LINE IS NOT TO SCALE.

EXISTING RIGHT OF WAY
ACQUIRED RIGHT OF WAY
EDGE OF TRAVELED ROADWAY

NOTES: SEE LANE COUNTY PUBLIC WORKS ENGINEERING FIELD BOOK NO. 1554

1/4" CENTERLINE
1338.31" C.L.
R = 420.00'
Δ = 28°49'59"
L = 211.36'
T = 107.97'
CH = 209.14'
N20°52'52"E

16-09-00-00-00100
DEPT. OF AGR. FS

A 4+83.52 PC
30.00'

ALEXANDER ROAD
(COUNTY ROAD NO. 776)

N06°27'52"E

A 6+94.87 PT
30.00'

N35°17'51"E

30.00'

30.00'

30.00'

SUSLAWN NATIONAL FOREST

REFERENCES

- R1 - MASTER ROAD FILE NO. 776, E.L. BERKSHIRE ROAD - LCSD
R2 - MASTER ROAD FILE NO. 1094, LEE LEWIS ROAD - LCSD
R3 - CSF 36097 THROUGH 36099 - SCHWARTZ
R4 - CSF 23833 THROUGH 23834 - R.L. BROWN

SURVEY FOR:

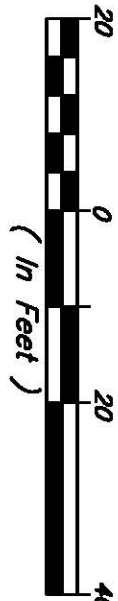
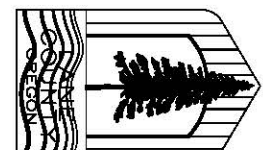
LANE COUNTY PUBLIC WORKS

LANE COUNTY DEPARTMENT OF PUBLIC WORKS

Alexander Road
MP 0.00 - MP 0.29
ROAD EXHIBIT MAP

MIKEAL J. BLOMME
COUNTY SURVEYOR
CO. RD. NUMBER 776
04-15-24

GRAPHIC SCALE



REGISTERED PROFESSIONAL LAND SURVEYOR
BLOMME
Mikeal Jay
JUNE 13, 2008
MIKEAL J. BLOMME
74887

RENEWAL DATE: DEC 31, 2025
LANE COUNTY PUBLIC WORKS
SURVEYOR'S OFFICE
3050 NORTH DELTA HWY.
EUGENE, OREGON 97408

SW 1/4 SEC 23, T16S, R9W, WM

LANE COUNTY SURVEYOR'S OFFICE

C.S. FILE NO. _____

FILING DATE: _____

C

SUSLAU NATIONAL
FOREST

REFERENCES

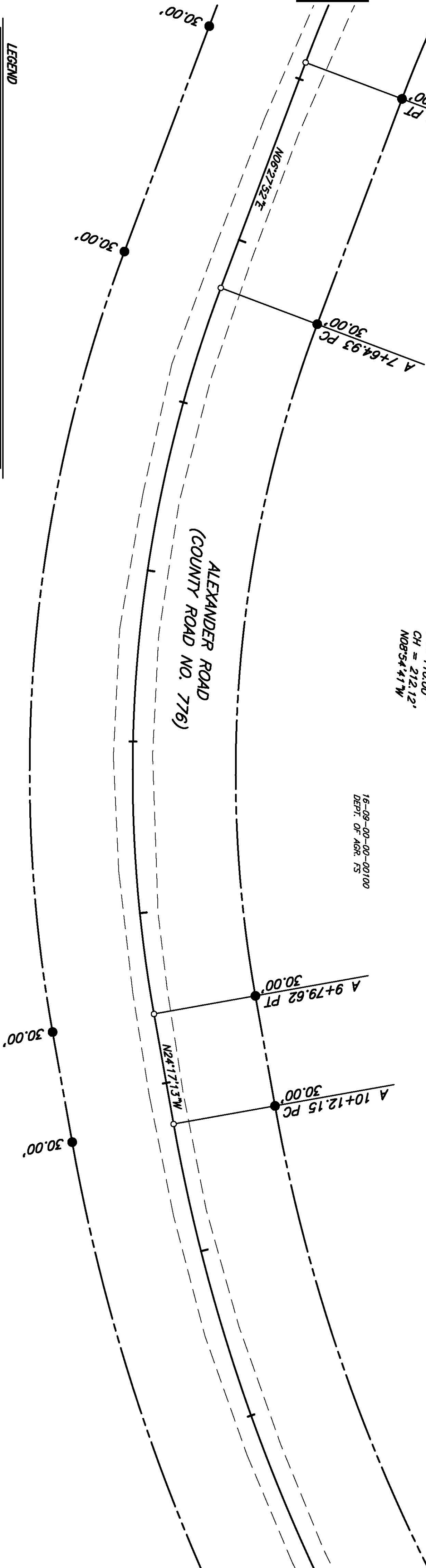
R1 - MASTER ROAD FILE NO. 776, E.L. BERKSHIRE ROAD - LCSO
R2 - MASTER ROAD FILE NO. 1054, LEE LEWIS ROAD - LCSO
R3 - CSF 36097 THROUGH 36099 - SCHWARTZ
R4 - CSF 23833 THROUGH 23834 - R.L. BROWN

1/4' CENTERLINE
14°19'26" C.L.
R = 400.00'
Δ = 30°45'09"
L = 214.69'
T = 110.00'
CH = 212.12'
N08°54'41"W

1/4' CENTERLINE
105°4'49" C.L.
R = 525.00'
Δ = 17°44'54"
L = 162.63'
T = 81.97'
CH = 161.98'
N33°09'40"W

16-09-00-00-00100
DEPT. OF AGR. FS

ALEXANDER ROAD
(COUNTY ROAD NO. 776)



LEGEND

- CALCULATED POINT
 - ⊙ FOUND SURVEY MONUMENT AS NOTED
 - ✕ FOUND PLSS CORNER AS NOTED
 - ⊗ TO BE SET 2-1/2" LONG NAIL WITH WASHER MARKED "LANE CO PW"
 - TO BE SET SMOOTH 5/8" X 30" IRON ROD WITH RED PLASTIC CAP MARKED "LANE CO. R-W"
 - LINE BREAK - LENGTH OF LINE IS NOT TO SCALE.
- FD. - FOUND
CSF - COUNTY SURVEY FILE
LCSO - LANE COUNTY SURVEYOR'S OFFICE
PLSS - PUBLIC LANDS SURVEY SYSTEM
IR - IRON ROD
W/CAP - WITH ID CAP MARKED AS SHOWN
{ } R/W OR EASEMENT ACQUISITION RECORDING INFORMATION
() RECORD INFORMATION
[] STATION & OFFSET OF FD. MONUMENTS
NTS - SYMBOL SHOWN IS NOT TO SCALE
LCOOR - LANE COUNTY OREGON DEEDS AND RECORDS

EXISTING RIGHT OF WAY

ACQUIRED RIGHT OF WAY

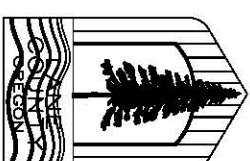
EDGE OF TRAVELED ROADWAY

NOTES: SEE LANE COUNTY PUBLIC
WORKS ENGINEERING FIELD BOOK NO. 1554

SUSLAU NATIONAL
FOREST

16-09-00-00-00100
DEPT. OF AGR. FS

GRAPHIC
SCALE



SURVEY FOR:

LANE COUNTY PUBLIC WORKS

LANE COUNTY DEPARTMENT OF PUBLIC WORKS

Alexander Road
MP 0.00 - MP 0.29
ROAD EXHIBIT MAP

MIKEAL J. BLOMME
COUNTY SURVEYOR
CO. RD. NUMBER 776
04-15-24

DAN HURLEY
DIRECTOR OF PUBLIC WORKS
SHEET 3 OF 4

REGISTERED
PROFESSIONAL
LAND SURVEYOR
BLOMME
MIKEAL JAY
JUNE 13, 2008
MIKEAL J. BLOMME
74897

RENEWAL DATE: DEC 31, 2025
LANE COUNTY PUBLIC WORKS
SURVEYOR'S OFFICE
3050 NORTH DELTA HWY.
EUGENE, OREGON 97408

TAXLOT MAP NUMBER: 16-09-00-00, 16-09-22-00, 16-09-23-00
HP PAGEWIDE XL4000, HP 8434 INK, HP RLB36-324200 INK/ET BOND PAPER

SW 1/4 SEC 23, T16S, R9W, WM

LANE COUNTY SURVEYOR'S OFFICE

C.S. FILE NO. _____

FILING DATE: _____

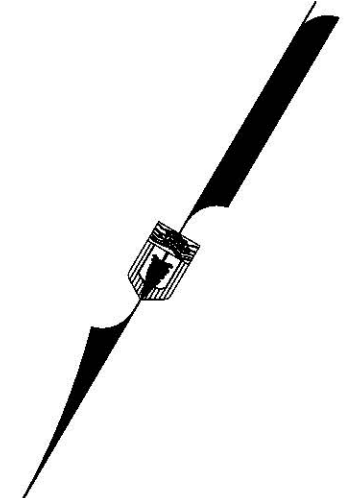
C

REFERENCES

- R1 - MASTER ROAD FILE NO. 776, E.L. BERSHIRE ROAD - LCSO
R2 - MASTER ROAD FILE NO. 1054, LEE LEWIS ROAD - LCSO
R3 - CSF 36097 THROUGH 36099 - SCHWARTZ
R4 - CSF 23833 THROUGH 23834 - R.L. BROWN

BASIS OF BEARINGS

BEARINGS AND COORDINATES ARE BASED ON THE OREGON STATE PLANE
COORDINATE SYSTEM, (NAD 83/91), SOUTH ZONE.



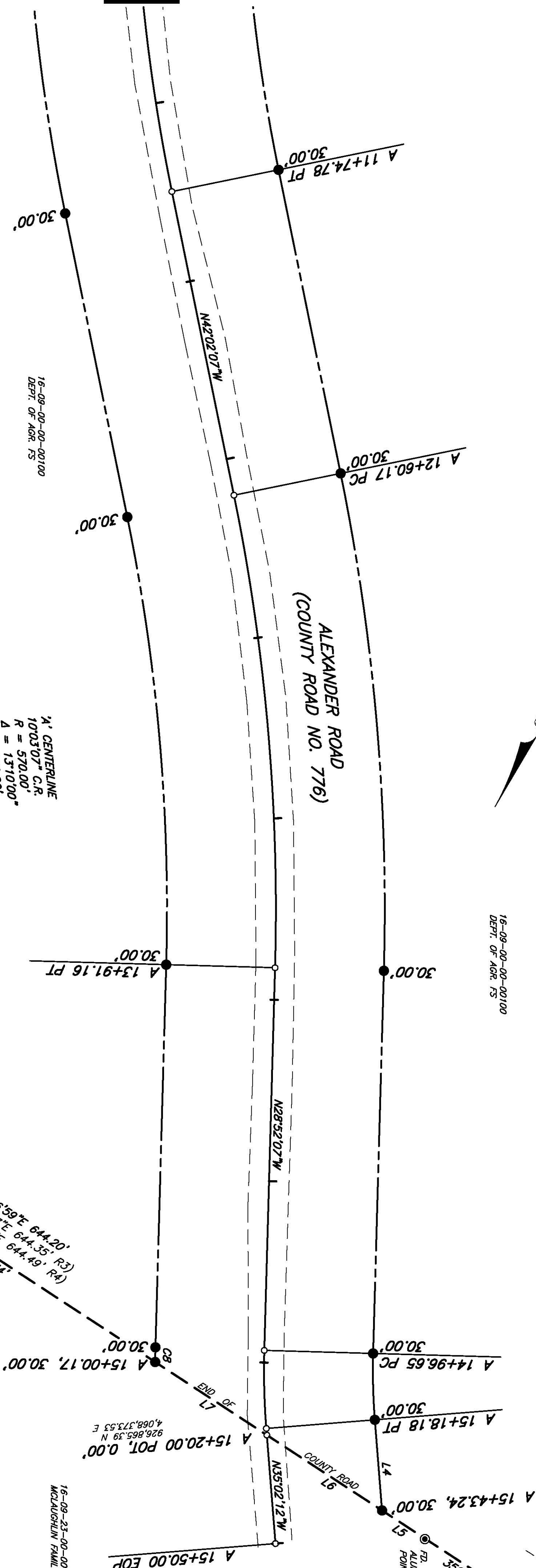
16-09-00-00-00100
DEPT. OF AGR. FS

SUSLAW NATIONAL
FOREST

1/4' CENTERLINE
28°38'52" C.L.
R = 200.00'
Δ = 6'10'05"
L = 21.53'
T = 10.78'
CH = 21.52'
N31°57'10"W

FD. 2-1/2" 1931 BRASS
CAP MARKING THE WEST
1/4 CORNER OF SECTION
23, T16S, R9W, WM.
926,884.48 N
4,067,971.29 E

FD. 3-1/4" 1999
ALUMINUM CAP, ANGLE
POINT NO. 1 OF (R3).



1/4' CENTERLINE
10°03'07" C.R.
R = 570.00'
Δ = 13°10'00"
L = 130.99'
T = 65.78'
CH = 130.70'
N35°27'07"W

LINE DATA

No.	Bearing	Distance
L4	N35°02'12"W	25.06'
L5	S87°16'59"E	14.20'
L6	S87°16'59"E	37.94'
L7	S87°16'59"E	36.76'

CURVE DATA

No.	Radius	Delta Angle	Length	Chord Brg. & Dist.
C8	230.00'	1°00'31"	4.05'	N29°22'22"W 4.05'

FD. 3-1/4" ALUMINUM CAP,
C-W-W 1/64 CORNER,
SECTION 23 (R4).
926,853.94 N
4,068,614.76 E

S87°16'59"E 644.20'
(S89°26'07"E 644.35' R3)
(S89°32'12"E 644.49' R4)
204.74'

16-09-23-00-00100
MCCLUGHLIN FAMILY TRUST

REGISTERED
PROFESSIONAL
LAND SURVEYOR
BLOMME
Mikeal Jay

OREGON
JUNE 13, 2008
MIKEAL J. BLOMME
74887

RENEWAL DATE: DEC 31, 2025
LANE COUNTY PUBLIC WORKS
SURVEYOR'S OFFICE
3050 NORTH DELTA HWY.
EUGENE, OREGON 97408

SURVEY FOR:

LANE COUNTY PUBLIC WORKS

LANE COUNTY DEPARTMENT OF PUBLIC WORKS

Alexander Road
MP 0.00 - MP 0.29
ROAD EXHIBIT MAP

MIKEAL J. BLOMME
COUNTY SURVEYOR
CO. RD. NUMBER 776
04-15-24

DAN HURLEY
DIRECTOR OF PUBLIC WORKS
SHEET 4 OF 4

GRAPHIC
SCALE

