



AGENDA COVER MEMO

Memorandum Date: August 8, 2025

Order Date: August 26, 2025

TO: Board of County Commissioners

DEPARTMENT: Public Works, Parks Division

PRESENTED BY: Bjorn Carlson, Supervising Analyst

AGENDA ITEM TITLE: ORDER/In the Matter of Authorizing the County Administrator to Sign a Reciprocal Easement Agreement for a Shared Entrance and Fire Lane at the Old McKenzie Fish Hatchery.

I. MOTION

Move to authorize the County Administrator to execute a Reciprocal Easement Agreement with Giustina Tree Farms, LLC for the development and use of a shared entrance and code-compliant fire lane at the Old McKenzie Fish Hatchery property.

II. AGENDA ITEM SUMMARY

Lane County owns real property known as the Old McKenzie River Hatchery, located in Waterville, Oregon. The property is currently leased to the McKenzie River Discovery Center, a 501(c)(3) nonprofit organization. The Discovery Center seeks to improve the site by expanding the existing service road to create a code-compliant fire lane. To facilitate this, Giustina Tree Farms, LLC, the adjacent landowner, has prepared a Reciprocal Easement Agreement granting mutual access easements for ingress and egress between the two properties. Public Works respectfully requests that the Board authorize the County Administrator to execute the Reciprocal Easement Agreement.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

On June 2, 2015, the Board consider and approved Order No 15-06-02-01 supporting and contributing \$2,000 toward the CSC/Community Planning Workshop in conjunction with Meyer Morial Trust to prepare a feasibility study for the McKenzie Interpretive Center at the old Leaburg Fish Hatchery.

On April 11, 2017, the Board considered and approved Order No 17-04-11-09 supporting the establishment of an interpretive center on the site and authorizing a

99-year lease to the Friends of the Old McKenzie Fish Hatchery, amending the FY17-21 SDC Capital Improvement Program to allocate \$10,000 to the project.

On April 2, 2024 the Board considered and approved Order No 24-04-02-08 awarding a County Grant to the McKenzie River Discovery Center in the amount of \$250,000 to support an education center along the McKenzie River Corridor.

B. Policy Issues

None.

C. Board Goals

Granting this Easement allows the McKenzie River Discover Center to improve facilities and reinforces the Lane County Strategic Priority to maintain and invest in resilient infrastructure that creates the highest return for safety, community connectivity, enjoyment of life and local economic success.

D. Financial and/or Resource Considerations

The McKenzie River Discovery Center will construct the new entrance at its own expense as part of a larger capital improvement project and will assume full responsibility for the ongoing maintenance and upkeep of the entrance for the duration of its lease.

E. Health Implications

None.

F. Analysis

The proposed Reciprocal Easement will significantly enhance vehicle access for both parties and facilitate the establishment of a code-compliant fire lane and turnaround. Due to existing site constraints, there are no other feasible access alternatives for large firefighting or emergency vehicles to reach the west side of the property, where the majority of buildings and operational activities are located. The fire lane is necessary for permitting of building improvements.

G. Alternatives/Options

The following options are available to the Board:

1. Approve the Easement
2. Reject the Easement

IV. RECOMMENDATION

Staff recommends option one.

V. TIMING/IMPLEMENTATION

Immediate.

VI. FOLLOW-UP

If the Easement is approved, staff will follow-up to have the easement executed and recorded.

VII. ATTACHMENTS

Board Order

Reciprocal Easement Agreement

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:

In the Matter of Authorizing the County Administrator to Sign a Reciprocal Easement Agreement for a Shared Entrance and Fire Lane at the Old McKenzie Fish Hatchery.

WHEREAS, Lane County owns real property known as the Old McKenzie River Hatchery, located in Waterville, Oregon; and

WHEREAS, the County has leased the property to the McKenzie River Discovery Center, a 501(c)(3) nonprofit organization; and

WHEREAS, The McKenzie River Discovery Center seeks to improve the site by expanding the existing service road to create a code-compliant fire lane.; and

WHEREAS, Giustina Tree Farms, LLC, the adjacent landowner, has prepared a Reciprocal Easement Agreement granting mutual access easements for ingress and egress between the two properties which is attached herein as Exhibit A;

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

1. The attached Reciprocal Easement Agreement is hereby approved.
2. The County Administrator is hereby authorized to sign the Easement.

ADOPTED this 26th day of August, 2025.

David Loveall, Chair
Lane County Board of Commissioners

After recording return to:
Giustina Tree Farms, LLC
PO Box 529
Eugene, OR 97440

Until a change is requested, send tax statements to:
No Change

Consideration: Good and valuable consideration, other than money.

RECIPROCAL EASEMENT AGREEMENT

PARTIES: Giustina Tree Farms, LLC (fka Giustina Resources Limited Partnership ("Giustina"))

AND: Lane County, a political subdivision of the State of Oregon ("County")

EFFECTIVE DATE: SEP 02, 2025.

RECITALS:

A. Giustina is the owner of that certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Giustina Property").

B. County is the owner of that certain real property abutting the Giustina Property and more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "County Property").

C. The parties desire to grant reciprocal access easements for ingress and egress to each party's property, portions of which are on the County Property and portions of which are on the Giustina Property. The parties presently share a highway approach onto Oregon Department Of Transportation ("ODOT") Highway 126 with an existing service road running adjacent to the Giustina Property that serves the County Property. County desires to improve and widen said service road to a minimum 20-foot wide fire lane for ingress and egress to County Property ("Initial Improvement"). In consideration of the covenants and agreements of the parties set forth herein, each party grants reciprocal access and use easement upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements of the parties set forth herein, it is hereby agreed as follows:

1. Definitions. For the purposes of this Agreement, Giustina and County shall also be known as the Owner or Owner(s). In addition, the Giustina Property and the County Property shall also be collectively known as "Owner(s) Property" (including the Owners' heirs, guests, employees, contractors, agents, permittees, and successors and assigns).

2. Giustina Grant of Easement to County. Giustina does hereby grant and convey to County (and County's employees, contractors, agents, permittees and successors and assigns) a non-exclusive easement, upon that portion of the Giustina Property as shown on Exhibit C attached hereto and

incorporated herein by this reference (the "Giustina Easement Property") for ingress and egress purposes as follows: (a) a fire lane, (b) during County's construction activities, and (c) as a service access serving the County Property as such road is presently located or proposed on the Giustina Easement Property, or as may be modified by the parties in writing. The Giustina Easement Area shall not be used for public access or to serve County's invitees. The Giustina Easement Property is described in Exhibit D attached hereto and incorporated herein by this reference.

3. County Grant of Easement to Giustina. County does hereby grant and convey to Giustina (and Giustina's employees, agents, permittees and successors and assigns) a non-exclusive easement, upon that portion of the County Property as shown on Exhibit E attached hereto and incorporated herein by this reference (the "County Easement Property") for ingress and egress purposes as follows: (a) a fire lane; (b) for management and harvesting of forest products; and (c) for vehicle turn arounds serving the Giustina Property as such road is presently located or as otherwise shown on Exhibit E on the County Easement Property, or as may otherwise be modified by the parties in writing. The County Easement Property is described on Exhibit F attached hereto and incorporated herein by this reference. For the purposes of this Agreement, the Giustina Easement Property and the County Easement Property shall be collectively referred to herein as the "Easement Property."

4. Purpose of Easement. The Easements granted herein shall be limited to ingress and egress of vehicular and pedestrian traffic and as otherwise set forth above. The Owner(s) using the road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other Owner(s). Normal ingress and egress and use shall include use by vendors, permittees, contractors, delivery persons, agents and others bound to or returning from any of the Owner(s) Property and having a need to use the Easement Property. No parking of machinery, trailers, vehicles or other property may be stored or parked on the Easement Property.

5. Use and Maintenance of Easement Property. Except as otherwise provided in this Agreement, the County, from and after the Effective Date, shall be responsible for repair and maintenance of the Easement Areas. Giustina shall be responsible for payment of all real property taxes on the Easement Property for that portion of the Easement Property that is on the Giustina Property and County shall be responsible for payment of all real property taxes on the Easement Property for that portion of the Easement Property that is on the County Property.

5.1 Normal Maintenance and Repair. The County is responsible for the normal maintenance and Repair of the Easement Area. "Normal maintenance" shall include, but not be limited to snow removal, grading, re-graveling, drainage work and minor repair as necessary. The Easement Area shall not be paved but shall remain gravel.

5.2 Extraordinary Use. Each Owner shall be separately responsible to repair, and for the costs thereof, of any damage or extraordinary wear caused to the Easement Property as a result of extraordinary use. "Extraordinary use" shall include, but not be limited to, movement of construction or forest equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal traffic. In such an event, the Easement Property shall be put back in the same condition as it existed prior to the Extraordinary Use. In the event that any Owner or their agents, employees, contractors, agents, or invitees cause the type of damage described herein shall fail to make the necessary repairs, the remaining parcel owner may do so after 10 days' written notice to such owner, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth herein.

5.3 Capital Improvements. Prior to any costs being incurred for a major capital improvement to said Easement Property, whether improved or unimproved, all of the County and Giustina shall agree to such capital improvement and the cost share thereof. "Major Capital Improvement" shall include, but not be limited to, grading, regrading, graveling, re-graveling, paving or repaving and repair, the costs of which is in excess of Ten Thousand Dollars (\$10,000.00) per occurrence. The share shall be determined by the square footage of such improvement upon each party's property. "Major Capital Improvement" does not include the cost of the Initial Improvement of the existing road to a formal 20-foot wide fire lane as proposed. Notwithstanding the foregoing, if the parties are unable to agree on the Major Capital Improvement, the party requesting the Major Capital Improvement shall be solely responsible for the costs thereof (except for improvements necessary due to an imminent safety risk that has the likelihood of causing personal injury or property damage, in which case the parties shall pay their proportionate share).

6. Indemnification. Each party does hereby accept the foregoing grant of easements and agrees to indemnify, defend and hold each other harmless from and against any and all damages, claims, demands, costs, expenses and liabilities, including reasonable attorneys' fees, of all kind and nature arising out of or relating to each Owner's use and occupancy of the Easement Property throughout the term of this Easement.

7. Insurance. Each Owner shall maintain in effect at all times during the term of this Agreement policies of Commercial General Liability (\$2 million per occurrence/\$4 million aggregate), Automobile Liability (\$2 million combined single limit per accident for bodily injury and property damage), and Workers' Compensation and Employer's Liability (statutory amount) naming the other Owner and any other party designated by the other Owner as an additional insured, to insure against injury to property, persons, or loss of life arising out of each Owner's use, occupancy, or maintenance of the Easement Property. Each Owner shall provide a copy of said policy (or a Certificate of Insurance) to the other Owner on an annual basis evidencing the coverage required herein.

8. Fire Protection. Each Owner shall comply with all laws and regulations pertaining to fire protection and suppression, and take every precaution to prevent fires from igniting on or spreading onto the other Owner's property. If a fire should occur on or near the Easement Property, Owner(s) agree to immediately notify appropriate government agencies, Eastern Lane District: (541) 726-3588 or General 9-1-1, and the Owners shall make every effort to help suppress or contain the fire. When actively operating timber cutting and removal, the Owner of the Property upon which said timber is being removed will hire competent firewatch and/or security personnel equipped with adequate means to communicate emergencies and/or to report a forest fire, if requested by the other Owner. The firewatch and/or security personnel will have keys to open gates, if any, at all times. The Owner engaging in timber cutting and removal, or other forest management activity, will reimburse the other Owner for all damages (including loss or damage of timber, and fire suppression costs) resulting from fires caused by the operating Owner's activities, including agents and employees of the non-operating Owner.

9. Gates and Fence. All gates (if any) on the Easement Property shall be closed at all times and locked each evening unless mutually agreed upon. Each Owner shall provide a key or access code to allow the other Owner full access to the Easement Property. County shall maintain a fence along its west boundary line to prevent public access from crossing onto Giustina's Property.

10. Term of Easement. The term of this Agreement shall be perpetual. This Agreement may be mutually terminated by written agreement by both Parties. This Agreement may also be terminated by either Party for breach of this Agreement. The non-breaching Party will provide seven (7) days, post written notice of breach, to cure. If cure is not possible, or the breaching party has not begun to cure within a reasonable amount of time, the non-breaching Party may terminate this Agreement without further required notice.

11. **Reservation.** Each Party reserves the right to use its respective Owner's Property, subject to the terms of this Agreement.

12. **Appurtenant Easement.** The rights and privileges granted to each Owner herein are appurtenant to the Giustina Property and the County Property.

13. **Forest Management Easement.** As additional consideration for the grant of easement set forth herein, each party, for themselves, their agents, invitees, permittees, tenants, successors and assigns do hereby covenant for the term of this Agreement, acknowledge, and agree that the Giustina Property and the County Property are situated in a forest zone in Lane County, Oregon, and the respective properties may be subject to conditions resulting from commercial forest operations on the Giustina Property and the County Property. Such operations include, without limitation, management and harvesting of timber, disposal of slash, including slash burning and other controlled burning, reforestation, application of chemicals, including applications along roadways, road construction and maintenance, and other accepted and customary forest management activities conducted in accordance with Federal and State laws. Said forest management activities ordinarily and necessarily produce noise, dust, smoke, and other conditions which may conflict with County's use of their property for residential or other purposes. By their acceptance of this Easement, both parties, for themselves, their agents, invitees, permittees, tenants, successors and assigns hereby waive all common law, statutory, and regulatory rights to object to normal, non-negligent forest management activities legally conducted within the easement area, even though such activities may conflict with the other party's use of their property for residential or other purposes, and each party acknowledges that they are reserving an easement for the result and impact on the other's property caused by such forest management activities. The easement hereby granted is and shall be appurtenant to the County Property and the Giustina Property.

14. **Spraying Notification.** Each Owner shall exercise its best efforts to notify the other Owner in advance of any spraying of chemicals on the Easement Property.

15. **Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or use of the Easement Property, the parties will exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at higher than the person directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or another cooperative dispute resolution process. .

16. **Successors and Assigns.** This Agreement and all of the rights and obligations hereunder shall inure to the benefit and be binding upon the parties hereto and their respective heirs, successors and assigns.

17. **Notices.** Except as otherwise expressly provided in this Agreement, any written notices or demands required or permitted to be given under the terms of this Agreement may be personally served, served by first class mail deposited in the United States mail at the notification address provided below (as may be modified in writing by either Owner), or via email at the email address provided below:

Giustina Tree Farms, LLC PO Box 529 Eugene, OR 97440 Email: dann@giustina.com	Lane County Email:
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18. **Applicable Law and Venue.** This Agreement has been made entirely within the state of Oregon. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in the federal or state courts in Lane County, Oregon.

19. **Interpretation/Severability.** Each party acknowledges that it and its legal counsel have had the opportunity to review this Agreement. The parties agree that the terms and conditions of this Agreement shall not be construed against any party on the basis of such party's drafting, in whole or in part, of such terms and conditions. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties have executed this Easement effective the day and year first written hereinabove.

GIUSTINA:

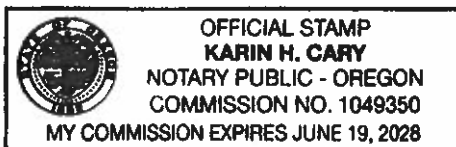

 By: Dan Giustina
 Its: Manager

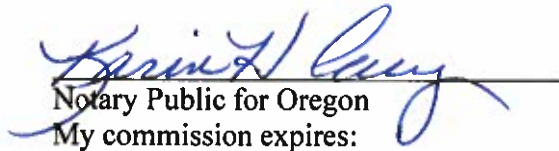
COUNTY:

By: _____
 Its: _____

STATE OF OREGON, County of Lane) ss.

This instrument was acknowledged before me on Sept. 2, 2025, by Dan Giustina, the Manager for Giustina Tree Farms, LLC.




 Notary Public for Oregon
 My commission expires:

Giustina Tree Farms, LLC PO Box 529 Eugene, OR 97440 Email: dann@giustina.com	Lane County 125 E. 8th Avenue Eugene, OR 97401 Email: countyadministrator@lanecountyor.gov
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18. Applicable Law and Venue. This Agreement has been made entirely within the state of Oregon. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in the federal or state courts in Lane County, Oregon.

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IN WITNESS WHEREOF, the parties have executed this Easement effective the day and year first written hereinabove.

GIUSTINA:

By: Dan Giustina
Its: Manager

COUNTY:



By: Steve Mokrohisky
Its: County Administrator

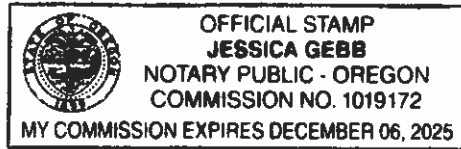
STATE OF OREGON, County of Lane) ss.

This instrument was acknowledged before me on _____, 2025, by Dan Giustina, the Manager for Giustina Tree Farms, LLC.

Notary Public for Oregon
My commission expires:

STATE OF OREGON, County of Lane ___ ss.

This instrument was acknowledged before me on September 2, 2025, by Steve Mokrohisky
as the County Administrator of Lane County.



Jessica Gebb
Notary Public for Oregon
My commission expires: 12/06/2025

EXHIBIT A

Giustina Property Legal Description

PARCEL I

All of the South one-half of the Southeast one-quarter of Section 30, Township 16 South, Range 2 East of the Willamette Meridian lying West of the following described line:

Beginning at the brass monument marking the southeast corner of Section 30, Township 16 South, Range 2 East of the Willamette Meridian, thence North $86^{\circ}03'$ West 1313.82 feet to a point; thence South $0^{\circ}10'25''$ East 101.86 feet to an iron pin set on the northerly line of the right of way of the McKenzie Highway (being 80 feet in width) and marking the TRUE POINT OF BEGINNING; thence, North $00^{\circ}10'25''$ West 524.58 feet to a point marked by an iron pin; thence, East 33.00 feet to a point marked by an iron pin; thence North $0^{\circ}10'25''$ West along a line which passes through a point marked by a 3/4 inch iron pipe, located 895.82 feet northerly from the last described point, and ends on the northerly line of the south one-half of the southeast one-quarter of Section 30, Township 16 South, Range 2 East of the Willamette Meridian.

PARCEL II

Beginning at the Northeast corner of Lot 2 of Section 31, Township 16 South, Range 2 East of the Willamette Meridian, in Lane County, Oregon; thence West 660 feet along the North line of Lot 2, thence South to the Northerly right of way line of the McKenzie Highway; thence Easterly along said right of way line to a point South of the point of beginning, thence North to the point of beginning, in Lane County, Oregon.

EXCEPTING a portion of the foregoing, which was deeded to the State of Oregon, by and through the Department of Transportation pursuant to that certain Warranty Deed recorded in the official records of Lane County, Oregon, as Document Number 9661244, on September 10, 1996.

EXHIBIT B

County Property Legal Description

A portion of the Southwest one-quarter, Section 29; the Southeast one-quarter, Section 30 and Government Lots 1 & 2, Section 31, Township 16 South, Range 2 East of the Willamette Meridian, Lane County, Oregon, described as follows: Beginning at a point on the East line of Section 30, Township 16, South, Range 2 East of the Willamette Meridian, Lane County, Oregon, North 00° 01' East 178.12 feet from the Southeast corner thereof; thence East 210.17 feet to the East line of Lot 1 of County Survey No. 1887; thence North 00° 45' West along said line, 1124.64 feet to the Northeast corner of said Lot 1; thence South 89° 55' 30" West 128.77 feet to the Northwest corner of Lot 1; thence South 87° 10' 10" West 66.44 feet to the Northeast corner of the Southeast quarter of the Southeast quarter of Section 30; thence North 85° 06' 10" West 1286.76 feet to the Northwest corner of the Southeast quarter of the Southeast quarter, Section 30; thence South 00° 10' 25" East 895.82 feet; thence West 33.0 feet; thence South 00° 10' 25" East 524.58 feet to the Northerly line of the McKenzie Highway; thence along a 1185.92 foot radius curve right (the chord of which bears South 87° 27' 03" East 38.66 feet) a distance of 38.67 feet; thence South 86° 31' East 982.70 feet; thence along a 1185.92 foot radius curve right (the chord of which bears South 80° 10' 18" East 262.12 feet) a distance of 262.66 feet to the East bank of Hatchery Creek at the High Water Line; thence along said line as follows: North 06° 00' West 33.20 feet North 56° 34' 55" West 79.98 feet, North 14° East 100.0 feet, North 41° 00' East 50.0 feet, and North 04° 00' East 84.0 feet; thence East 40.0 feet to the place of beginning, in Lane County, Oregon.

EXCEPTING THEREFROM: That portion described in deed to the State of Oregon, by and through its Department of Transportation, recorded February 4, 1997, Reception No. 9707664, Lane County Official Records, in Lane County, Oregon.

EXHIBIT "C"



MAP 16-25-00
TAX LOT 6300
GIUSTINA PROPERTY

EASEMENT AREA
FROM GIUSTINA
TO LANE COUNTY

EXISTING 5.00' E.W.E.B.
UTILITY EASEMENT FOR
UNDERGROUND ELECTRIC LINE.
RECORDED AUGUST 4, 1992,
RECEPTION NO. 9243775,
LANE COUNTY OFFICIAL
RECORDS.

EXISTING PERMANENT
EASEMENT FOR ROAD
APPROACH, RECORDED
FEBRUARY 4, 1997,
RECEPTION NO. 9707664,
LANE COUNTY OFFICIAL
RECORDS.

RIGHT OF WAY

MAP 16-25-00
TAX LOT 6401
LANE COUNTY PROPERTY

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael Dahrens

OREGON
JULY 11, 2000
MICHAEL R. DAHRENS
60052

RENEWS: 12-31-2025

POINT OF BEGINNING

RIGHT OF WAY

M c K E N Z I E H I G H W A Y
S T A T E H I G H W A Y 1 2 6

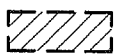
LINE TABLE

LINE NO	BEARING	DISTANCE
L1	N 75°57'06" W	18.56'
L2	N 2°37'06" E	126.35'
L3	N 33°15'12" E	7.64'
L4	N 26°53'45" E	6.39'
L5	S 0°10'25" E	162.97'

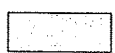
CURVE TABLE

CURVE NO	RADIUS	DELTA	ARC	CHORD BRG, DISTANCE
C1	43.16'	27°44'16"	20.89'	N 13°01'37" E, 20.69'

LEGEND



DENOTES AREA OF
PROPOSED EASEMENT



DENOTES EXISTING
ASPHALT PAVING

SCALE 1" = 30 FT

EXHIBIT MAP OF:

ACCESS EASEMENT

ASSESSOR'S MAP 16-25-00-00

TAX LOTS 6300 & 6401

LANE COUNTY, OREGON



SSW ENGINEERS
CIVIL • STRUCTURAL • BUILDING DESIGN
SURVEYING • LAND USE PLANNING

2350 Oakmont Way, Suite 105 Eugene, Oregon 97401 (541) 485-8383

SSW JOB #21-7914

JULY 27, 2025

EXHIBIT D

LEGAL DESCRIPTION

Variable width Access Easement
From Giustina to Lane County

A strip of land situated in the Southwest Quarter of the Southeast Quarter of Section 30, Township 16 South, Range 2 East of the Willamette Meridian, in Lane County, Oregon, said strip being more particularly described as follows:

Beginning at a point on the North margin of the McKenzie Highway, said point also being on the West line of that property described in Deed recorded October 13, 1988, Instrument No. 8842849, Lane County Official Records, said point also being North, 9.57 feet and West, 1309.49 feet from the brass cap marking the Southeast corner of Section 30, Township 16 South, Range 2 East of the Willamette Meridian; from the Point of Beginning run thence North 75°57'06" West, 18.56 feet along said North margin; thence leaving said North margin run North 2°37'06" East, 126.35 feet; thence North 33°15'12" East, 7.64 feet; thence along the arc of a non-tangent 43.16 foot radius curve to the right, the chord of which bears North 13°01'37" East, 20.69 feet, a distance of 20.89 feet; thence North 26°53'45" East, 6.39 feet to the West line of said property described in Deed No. 8842849; thence along said West line South 0°10'25" East, 162.97 feet to the Point of Beginning, in Lane County, Oregon.

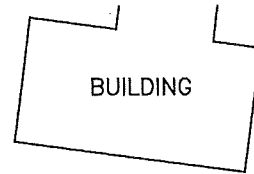
EXHIBIT "E"

REGISTERED
PROFESSIONAL
LAND SURVEYOR

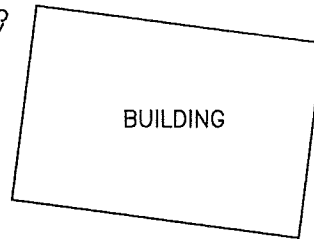
Michael Dahrens

OREGON
JULY 11, 2000
MICHAEL R. DAHRENS
60052

RENEWS: 12-31-2025



NORTH



PROPERTY LINE

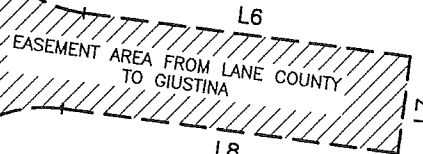
EASEMENT AREA
FROM GIUSTINA
TO LANE COUNTY

MAP 16-25-00
TAX LOT 6300
GIUSTINA PROPERTY

EXISTING 5.00' E.W.E.B.
UTILITY EASEMENT FOR
UNDERGROUND ELECTRIC LINE.
RECORDED AUGUST 4, 1992,
RECEPTION NO. 9243775,
LANE COUNTY OFFICIAL
RECORDS.

EXISTING PERMANENT
EASEMENT FOR ROAD
APPROACH, RECORDED
FEBRUARY 4, 1997,
RECEPTION NO. 9707664,
LANE COUNTY OFFICIAL
RECORDS.

RIGHT OF WAY



MAP 16-25-00
TAX LOT 6401
LANE COUNTY PROPERTY

LINE TABLE

LINE NO	BEARING	DISTANCE
L1	N 75°57'06" W	8.98'
L2	N 0°10'25" W	162.97'
L3	N 26°53'45" E	71.83'
L4	S 63°06'15" E	23.00'
L5	S 26°53'45" W	56.23'
L6	S 82°38'23" E	68.33'
L7	S 7°21'37" W	20.00'
L8	N 82°38'23" W	70.22'
L9	S 2°36'50" W	82.22'

POINT OF BEGINNING

RIGHT OF WAY

M C K E N Z I E H I G H W A Y
S T A T E H I G H W A Y 1 2 6

CURVE TABLE

CURVE NO	RADIUS	DELTA	ARC	CHORD BRG, DISTANCE
C1	28.00'	109°32'09"	53.53'	S 27°52'19" E, 45.74'
C2	28.00'	94°44'46"	46.30'	S 49°59'13" W, 41.20'

LEGEND



DENOTES AREA OF
PROPOSED EASEMENT



DENOTES EXISTING
ASPHALT PAVING

SCALE 1" = 30 FT

EXHIBIT MAP OF: ACCESS EASEMENT

ASSESSOR'S MAP 16-25-00-00
TAX LOTS 6300 & 6401
LANE COUNTY, OREGON



SSW ENGINEERS INC.
CIVIL • STRUCTURAL • BUILDING DESIGN
SURVEYING • LAND USE PLANNING

2350 Oakmont Way, Suite 105 Eugene, Oregon 97401 (541) 485-8383

SSW JOB #21-7914

JULY 27, 2025

EXHIBIT F

LEGAL DESCRIPTION

Variable width Access Easement
From Lane County to Giustina

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 30, Township 16 South, Range 2 East of the Willamette Meridian, in Lane County, Oregon, said parcel being more particularly described as follows:

Beginning at a point on the North margin of the McKenzie Highway, said point being North, 7.39 feet and West, 1300.78 feet from the brass cap marking the Southeast corner of Section 30, Township 16 South, Range 2 East of the Willamette Meridian; from the Point of Beginning run thence North $75^{\circ}57'06''$ West, 8.98 feet along said North margin to the West line of that property described in Deed recorded October 13, 1988, Instrument No. 8842849, Lane County Official Records; thence leaving said North margin and running along the West line of said property described in Deed No. 8842849 North $0^{\circ}10'25''$ West, 162.97 feet; thence leaving the West line of said property described in Deed No. 8842849 North $26^{\circ}53'45''$ East, 71.83 feet; thence South $63^{\circ}06'15''$ East, 23.00 feet; thence South $26^{\circ}53'45''$ West, 56.23 feet; thence along the arc of a 28.00 foot radius curve to the left, the chord of which bears South $27^{\circ}52'19''$ East, 45.74 feet, a distance of 53.53 feet; thence South $82^{\circ}38'23''$ East, 68.33 feet; thence South $7^{\circ}21'37''$ West, 20.00 feet; thence North $82^{\circ}38'23''$ West, 70.22 feet; thence along the arc of a 28.00 foot radius curve to the left, the chord of which bears South $49^{\circ}59'13''$ West, 41.20 feet, a distance of 46.30 feet; thence South $2^{\circ}36'50''$ West, 82.22 feet to the Point of Beginning, in Lane County, Oregon.