

ROAD AND EASEMENT AGREEMENT

THIS AGREEMENT is between WALLIS CLIFFORD NASH (Nash), JAMES W. SHOOP and DOROTHY A. SHOOP, husband and wife, (Shoop), NICKIE R. BRADFORD and NANCY D. BRADFORD, husband and wife, (Nick) and ROSS E. BRADFORD and NOEMA E. BRADFORD, husband and wife, (Ross).

RECITALS:

A. Nash, Shoop and Ross all own property in the same vicinity adjoining each other.

B. Nick, upon the execution of this Agreement, will own property in the same vicinity and adjoining that of Nash, Shoop and Ross.

C. The parties desire to cooperatively join together and create a roadway between their various parcels of real property, to contribute real property to the roadway and to set forth their rights, duties and obligations to each other in connection with the roadway.

THEREFORE, the parties hereto agree:

1. Conveyances. Upon the execution of this Agreement, Nash will convey to Ross all of that real property described upon Exhibit "E", attached hereto and by this reference made a part hereof; Shoop will convey to Ross all of that real property described upon Exhibit "F", attached hereto and by this reference made a part hereof; Ross will convey to Nick all of that real property described upon Exhibit "C", attached hereto and by this reference made a part hereof; and Ross will convey to Nash, all of that real property

described upon Exhibit "A", attached hereto and by this reference made a part hereof.

2. Nash-Dominant Estate. After the conveyances to and from Nash as described herein, Nash will own all of that property described upon Exhibit "A", attached hereto and by this reference made a part hereof. The property described upon Exhibit "A" is referred to herein as the Nash dominant estate. Nash, his heirs, successors and assigns shall have a permanent easement to the full and free access and use of the servient estate for a roadway, which easement shall be appurtenant to each and every portion of the Nash-dominant estate.

3. Shoop-Dominant Estate. After the conveyances described herein to and from Shoop, Shoop will own all of that property described upon Exhibit "B", attached hereto and by this reference made a part hereof. The property described upon Exhibit "B" is referred to herein as the Shoop-dominant estate. Shoop, his heirs, successors and assigns shall have a permanent easement to the full and free access and use of the servient estate for a roadway, which easement shall be appurtenant to each and every portion of the Shoop-dominant estate.

4. Nick-Dominant Estate. After the conveyance described herein to Nick, Nick will own all of that property described upon Exhibit "C", attached hereto and by this reference made a part hereof. The property described upon Exhibit "C" is referred to

herein as the Nick-dominant estate. Nick, his heirs, successors and assigns shall have a permanent easement to the full and free access and use of the servient estate for a roadway which easement shall be appurtenant to each and every portion of the Nick-dominant estate.

5. Ross-Dominant Estate. After the conveyances described herein to and from Ross, Ross will own all of that property described upon Exhibits "D" and "G", attached hereto and by this reference made a part hereof. The property described upon Exhibit "D" is referred to herein as the Ross-dominant estate. Ross, his heirs, successors and assigns shall have a permanent easement to the full and free access and use of the servient estate for a roadway, which easement shall be appurtenant to each and every portion of the Ross-dominant estate. The easement in favor of the Ross-dominant estate shall be interpreted as though Ross did not own the servient estate.

6. Roadway-Servient Estate. The legal description contained upon Exhibit "G", attached hereto and by this reference made a part hereof describes the property containing the roadway which is referred to herein as the servient estate. A roadway has been partially constructed upon the servient estate and there remains additional construction to be performed and completed. The parties mutually agree with each other to complete the construction of a roadway over the servient estate and to have the following rights, obligations and duties thereto:

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1. Ross will own the legal title to the servient estate, subject to the rights of all of the parties to this Agreement, their heirs, successors and assigns, as designated herein.

2. Ross shall, within two years from the date this Agreement is executed, at his expense, complete the construction of the roadway, gravel and rock it, and put it in a condition so that it can be used during the entire year. Neither Nash, Nick nor Shoop shall be obligated to incur any expense in the construction of the roadway.

c. All surveying and legal expenses connected with the creation and establishment of the roadway and easement, shall be shared by all of the parties to this Agreement, equally.

d. After the construction, gravelling and rocking of the roadway is completed, each of the parties to this Agreement, their heirs, successors and assigns will share the cost of repair and maintenance of the roadway as follows:

1. The cost of all repairs and maintenance caused by or due to the acts or omissions of any of the parties to this Agreement, their heirs, successors, assigns, or agents shall be the obligation of the party whose act or omission causes the damage requiring the repair or maintenance.

2. The cost of all repairs due to damage from natural causes, washouts, erosion and other causes not due to the act or omission of any party, his heirs, successors assigns or

agents, shall be divided equally between all of the separate owners of the respective dominant estates, including subdivided portions of the original dominant estates, at the time such repair is accomplished.

3. The cost of all other maintenance or repair to the roadway shall be divided between the parties, their successors, heirs and assigns in accordance with the extent each party, his heirs, successors and assigns uses the roadway during the six-month period immediately preceding the performance of such maintenance or repair.

7. Right to Dedicate. Each party to this Agreement and the heirs, successors and assigns of each and every portion of each dominant estate shall have the right, at any time hereafter, to dedicate to the public, all or a part of the roadway on the servient estate without further act on the part of any other party to this Agreement, their heirs, successors or assigns. In such case, the party making such dedication shall perform any and all of the acts required to accomplish such dedication at his or her own expense. It is anticipated that an agency of the government of Lane County, Oregon, or such other governmental agency which has the authority to accept or reject such dedication, will establish conditions which must be met before the dedication can be accomplished. The party desiring to dedicate may do so only if such dedication is acceptable to such supervising governmental body and the dedicator accomplishes the conditions established by such body. Upon such conditions being

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satisfied and the roadway becoming acceptable to the supervising governmental body for dedication as a public road, this Agreement shall constitute a conveyance to the dedicator. Upon such acceptance being made, acknowledged and recorded, Ross, for himself and for his heirs, successors and assigns of the servient estate, does hereby grant, bargain, sell and convey unto either Nash, Shoop, or Nick, their heirs, successors and assigns, whomever is the dedicator, all of his right, title and interest in and to the servient estate, described upon Exhibit "G", for the purpose of such dedication and only for such purpose.

a. If any party to this Agreement, his or her heirs, successors or assigns, dedicates the servient estate or any part of the servient estate in accordance with this Agreement, all other parties to this Agreement, their heirs, successors or assigns, who use the dedicated roadway within five (5) years after such dedication to effect a subdivision of any of the other respective dominant estates shall pay such dedicator a portion of the cost of dedication. After such reimbursement, the dedicator and all other parties so utilizing the roadway shall have equally shared the cost of dedication.

b. The roadway on the servient estate is sixty (60) feet in width. If the roadway when dedicated is less than sixty (60) feet in width, the portion of the present roadway not utilized for a dedicated public roadway, shall become the property of the person who then owns the adjoining dominant estate. For the purpose

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of transferring such portion of the servient estate not needed for a dedicated public roadway to an owner of an adjoining dominant estate, Ross, for himself and for his heirs, successors and assigns of the servient estate, hereby grants, bargains, sells and conveys to Nash, Shoop and Nick, their heirs, successors and assigns such portion of the servient estate which is determined to be unnecessary by the governmental agency supervising the dedication of the roadway. This conveyance shall become effective upon such determination being made, acknowledged and recorded.

c. The roadway constructed by Ross does not always remain within the servient estate. A portion of the roadway is located upon that part of the Nash-dominant estate described upon Exhibit "H" and a portion of the roadway is located upon a part of the Shoop-dominant estate near the south end of the servient estate. Nash and Shoop acknowledge that the constructed roadway is on their respective dominant estates and agree that it may remain there for the duration of this agreement. Further, Nash, for himself and for his heirs, successors and assigns and Shoop, for himself and for his heirs, successors and assigns agree to convey such portion of their dominant estates upon which the actual roadway is located as is needed by a dedicator whenever a dedication of the roadway to the public is accomplished. Neither Nash nor Shoop or their heirs, successors or assigns shall be responsible for any cost in connection with such conveyance. The cost shall be an expense of dedication to be borne by the dedicator subject to reimbursement from other users in accordance with the terms of this paragraph.

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Easements to Run with Land. Each party to this Agreement acknowledges and agrees that his or her right of easement and right to dedicate is appurtenant to his or her respective dominant estate and that such rights shall extend to the heirs, successors and assigns of each and every portion of each dominant estate, including any subdivided portion of any dominant estate should either or any of the dominant estates ever be subdivided. The easement and right to dedicate shall be appurtenant to each and every portion of each of the dominant estates described in this Agreement.

9. Covenants to Run with Land. Each party to this Agreement acknowledges and agrees that the covenants of each of the parties to this Agreement to maintain and repair the roadway and to cooperate in a dedication of the roadway shall run with each and every portion of his or her respective dominant estate and that his or her heirs, successors and assigns of each and every portion of his or her respective dominant estate shall be hereafter bound to perform the covenants contained herein. The duties required under each of the covenants contained herein shall be equally apportioned among all of the separate owners of each dominant estate at the time each covenant is being enforced, including owners of a subdivided portion of a dominant estate.

10. Enforcement. All of the rights, easements, and covenants contained herein may be enforced by any party to this Agreement, and by the heirs, successors and assigns of each and every portion of the respective dominant estates who may be affected by this

Agreement.

11. Litigation Expenses. If litigation is initiated by anyone arising either directly or indirectly out of this Agreement, the prevailing party or parties shall recover, and the losing party or parties shall pay, a reasonable attorneys fee to such prevailing party or parties, as determined by the Court in which such proceeding is heard, including both the trial and appellate court.

12. Gender. The use of the terms he, she, it and other similar terms, shall refer to and mean both the singular and plural, and the male, female and neuter genders where appropriate and where the context so requires.

13. Counterparts. This document may be executed in one or more counterparts, and each counterpart so executed shall be considered an original once executed.

This Agreement has been executed by the parties hereto, upon the date set opposite their respective signature.

Wallis Gifford Nash Dated: Dec. 19, 1974
Wallis Gifford Nash

STATE OF OREGON)
) SS.
County of Lane)

On December 19 1974, personally appeared the above named Wallis Gifford Nash and acknowledged the foregoing instrument to be h's voluntary act and deed.

Angela S. [Signature]
Notary Public for Oregon
My Commission Expires: 1-26-77

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Rose H. Bradford
Rose H. Bradford

Dated: Dec. 18, 1974

Norma L. Bradford
Norma L. Bradford

Dated: Dec. 18, 1974

STATE OF OREGON
County of Lane

On December 18, 1974, personally appeared the above named Rose H. Bradford and Norma L. Bradford, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Harold E. Speer
Notary Public for Oregon
My Commission Expires 12-26-77



* James R. Shoop
James R. Shoop

Dated: Dec 19, 1974

* Dorothy A. Shoop
Dorothy A. Shoop

Dated: Dec 19, 1974

STATE OF OREGON)
) ss.
County of Lane)

On December 19, 1974, personally appeared the above named James R. Shoop and Dorothy A. Shoop, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Howard E. Spear
Notary Public for Oregon
My Commission Expires 1-26-77

Nickey R. Bradford
Nickey R. Bradford

Dated: 18 Dec. 1974

Nancy D. Bradford
Nancy D. Bradford

Dated: Dec 18, 1974

STATE OF OREGON)
) ss.
County of Lane)

On December 18, 1974, personally appeared the above named Nickey R. Bradford and Nancy D. Bradford, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Howard E. Spear
Notary Public for Oregon
My Commission Expires 1-26-77

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of the John Buoy Donation Land Claim No. 58 in Township 19 South, Range 2 West of the Willamette Meridian, in Lane County, Oregon.

Also beginning at the Southwest corner of the Hannaniah Buoy Donation Land Claim No. 57, in Township 19 South, Range 2 West of the Willamette Meridian, thence East 9.33 chains; thence North 16° 31' West 8.55 chains; thence North 56° 55' West 4.62 chains to a point 10 feet East of the West line of said claim; thence North 31.11 chains to County Road No. 696; thence North 67° West 24 links to the West line of said claim; thence South 31.34 chains more or less to the point of beginning, in Lane County, Oregon.

Also: The Westerly 120 Feet of the following described property, beginning at the most Southerly Southeast corner of the Hannaniah Buoy Donation Land Claim No. 57, Notification No. 6545 and running thence West along the South line of said claim 4 chains (264 feet) thence North to the centerline of County Road No. 696; thence Southeast along the center of said road to its intersection with the East line of said claim NO. 57; thence South to the place of beginning.

EXCEPT that portion lying within the bounds of County Road No. 826 (Nash Road), in Lane County, Oregon.

ALSO SAVE AND EXCEPT: Beginning at a 5/8" Iron rod 2428.83 feet South 89°52' East of a stone marked x marking the Northwest Corner of the John Buoy Donation Land Claim No. 58, in Township 19 South, Range 2 West of the Willamette Meridian in Lane County, Oregon; run thence South 26°19' East 421.45 feet to a 5/8" iron rod; thence South 69°46' East 181.38 feet to a 5/8" iron rod; thence South 0°05'20" East 1761.18 feet to a 5/8" iron rod; thence South 10°43' West 79.52 feet to a 5/8" iron rod; thence South 0°01'35" East 210.68 feet to a 5/8" iron rod; thence South 89°58' East 29.20 feet to the East line of said John Buoy Donation Land Claim; thence North 0°09' West 2488.86 feet along said East line of said claim to a stone marking the Northeast corner thereof; thence North 89°39' West 223.74 feet to a stone marking the SSE Corner of the Hannaniah Buoy Donation Land Claim in said Township and Range; thence North 89°52' West 144.00 feet to the point of beginning.

Exhibit "A" to Road and Easement Agreement
Between Mash, Shoop, Nick and Ross

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Beginning at the Northwest corner of Lot 1, Section 20, Township 19 South, Range 2 West of the Willamette Meridian, in Lane County, Oregon; thence South 89° 00' 00" East 60 rods; thence South 89° 00' 00" East 80 rods to the point of beginning in Lane County, Oregon.

Also beginning at a point on the West line of Section 20, Township 19 South, Range 2 West of the Willamette Meridian, in Lane County, Oregon, the Northwest corner of Lot 1, Section 20, Township 19 South, Range 2 West; thence East 11 chains, South 11 and 3/4 degrees East 11 chains, thence South 23 and 3/4 degrees East 14.50 chains, thence South 23 degrees East 3.30 chains to the Northwest corner of the above described tract; thence West 20 chains and North 10.75 chains to the point of beginning in Lane County, Oregon.

Also beginning at a point 269.28 feet East of the Southwest corner of the S. H. Saylor Donation Land Claim No. 59, Notification No. 6544, in Section 19, Township 19 South, Range 2 West of the Willamette Meridian, and running thence South 660 feet; thence East 726 feet to the center of the County Road; thence Northwest along the center line of said County Road 1069 feet more or less to the place of beginning, being in Section 20, Township 19 South, Range 2 West of the Willamette Meridian, in Lane County, Oregon.

SAVE AND EXCEPT: Beginning at a 1/2" Iron rod 798.72 feet South 0° 01' 35" East of the Northwest corner of Lot 1, Section 20, Township 19 South, Range 2 West of the Willamette Meridian in Lane County, Oregon; run thence South 69° 46' East 12.63 feet to a 5/8" iron rod; thence South 0° 05' 20" East 1808.28 feet to a 5/8" iron rod; thence South 10° 00' West 79.35 feet to the West line of said section 20; thence North 0° 01' 35" West 1890.78 feet to the point of beginning.

**Exhibit "B" to Road and Easement Agreement
Between Nash, Shoop, Nick and Ross**

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beginning at a 1/2" iron rod at the intersection of the Southern right of
way line of County Road No. 696 with the East line of Section 29, Township
29S, Range 10E, of the 11th Principal Meridian in Lake County, Oregon,
thence along said right of way line 85.37 feet South 89°01'56" East of the North
and South line of said Section 29, then thence South 0°01'31" East 25.02 feet
to a 3/8" iron rod, thence North 89°01'56" East 18.81 feet to a 3/8" iron rod,
thence North 89°01'56" East 28.85 feet to a 3/8" iron rod, thence South 0°01'31"
East 25.02 feet to a 3/8" iron rod, thence along the Southern right of way line of
County Road No. 696, thence along said right of way line as follows,
South 89°01'56" East 28.25 feet; thence South 63°09' East 162.48 feet to the
point of beginning.

Exhibit "C" to Road and Easement Agreement
Between Nash, Shoon, Nick and Ross

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Parcel 1:

Lots 4 and 5 of Section 19 South Range 2 West of the Willamette Meridian and the South half of the Southeast quarter (S1/2 of SE1/4) of Section 19 in Township 19 South of Range 2 West of Willamette Meridian, in Lane County, Oregon.

Parcel 2:

Beginning at the Quarter Corner common to Sections 19 and 30 Township 19 South Range 2 West of the Willamette Meridian in Lane County, Oregon, and running North along the center line of said Section 19 to the south line of the John Buoy D.L.C. No. 58; thence west along the said south line to the southwest corner of said claim and continuing west on a line straight with said south line for a total distance of 320 feet; thence South on a line parallel to the center line of said Section 19 to the north line of said Section 30; thence east 320 feet to the point of beginning, in Lane County, Oregon.

Parcel 3:

The Northeast quarter of the Northwest quarter of Section 30 Township 19 South, Range 2 West of the Willamette Meridian, Lane County, State of Oregon.

Parcel 4:

Beginning at the most southerly southeast corner of the Hannaniah Buoy Donation Land Claim No. 57, Notif. No. 6545, in Township 19 South range 2 West of Willamette Meridian, and running thence West along the south line of said claim 4 chains, thence north to the center line of relocated county road no. 696, thence southeasterly along the center of said road to its intersection with the east line of the said claim no. 57, and thence south 7.23 chains to the place of beginning. Also lots 6 and 7 of section 19 of said township and range. Lane County, Oregon containing six acres more or less.

SAVE AND EXCEPT: The Westerly 120 Feet of the following described property, Beginning at the most Southerly Southeast corner of the Hannaniah Buoy Donation Land Claim NO. 57, Notification No. 6545 and running thence West along the South line of said claim 4 chains (264 feet) thence North to the centerline of County Road No. 696; thence Southeast along the center of said road to its intersection with the East line of said claim NO. 57; thence South to the place of beginning.

ALSO SAVE AND EXCEPT that portion within the bounds of the servient estate described upon Exhibit "G".

Exhibit "D" to Road and Easement Agreement
Between Nash, Shoop, Nick and Ross

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Beginning at a 5/8" Iron rod 24.501 feet South 89°52' East of a stone
marker, marking the Northwest corner of the John Buoy Donation Land
Claim No. 86, in Township 19 South, Range 2 West of the Willamette Meridian
in Lane County, Oregon, run thence South 26°19' East 421.45 feet to a 5/8"
Iron rod thence South 69°46' East 161.48 feet to a 5/8" Iron rod thence
South 0°01'20" East 1761.35 feet to a 5/8" Iron rod thence South 10°15'
West 23.52 feet to a 5/8" Iron rod thence South 0°01'11" East 210.60
feet to a 5/8" Iron rod thence South 89°58' East 29.26 feet to the East
line of said John Buoy Donation Land Claim, thence North 0°09' West
248.86 feet along said East line of said claim to a stone marking the
Northeast corner thereof, thence North 89°39' West 223.74 feet to a
stone marking the SSE corner of the Hanna-Buoy Donation Land Claim
in said Township and Range, thence North 89°52' West 104.08 feet to the
point of beginning.

Exhibit "E" to Road and Easement Agreement
Between Nash, Shoop, Nick and Ross

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Beginning at a 3/2" Iron rod 798.72 feet South 0°01'35" East of the
Northwest corner of Lot 3, Section 20, Township 19 South, Range 2 West
of the Willamette Meridian in Lane County, Oregon; thence South
65°46' East 12.63 feet to a 5/8" Iron rod; thence South 0°05'20" East
1803.23 feet to a 1/2" Iron rod; thence South 10°00' West 79.35 feet
to the West line of said section 20; thence North 0°01'35" West 1890.78
feet to the point of beginning.

Exhibit "A" to Road and Easement Agreement
Between Nash, Shoop, Nick and Ross

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60.7605 side strip of land for roadway purposes beginning at a point
242865 feet South 00°51' East of the southeast corner of the John Rupp
Parcel No. 14 in Township 10 South, Range 2 West of the Mississippi Meridian
Tenth County, Iowa, and thence South 00°10' East 42.145 feet; thence
South 00°07' East 181.38 feet; thence South 0°05'20" East 175.18 feet;
thence South 10°40' East 29.12 feet; thence South 0°11'35" East 210.68
feet; thence South 89°58' East 50.00 feet; thence North 08°01'35" West
20.48 feet; thence North 10°40' East 79.52 feet; thence North 0°01'20"
West 1808.43 feet; thence North 59°45' West 199.21 feet; thence North
26°10' West 389.85 feet; thence North 0°33'15" West 432.66 feet to the
southerly right of way line of County Road No. 696; thence North 58°58'
West 70.44 feet along said right of way line; thence leave said right of
way line and run South 0°33'15" East 483.30 feet to the point of beginning.

Exhibit "G" to Road and Easement Agreement
Between Nash, Shoop, Nick and Ross

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The Westerly 120 Feet of the following described property, Beginning at the most Southerly Southeast corner of the Hannaniah Buoy Donation Land Claim NO. 57, Notification No. 5745 and running thence West along the South line of said claim 4 chains (264 feet) thence North to the centerline of County Road No. 696; thence Southeast along the center of said road to its intersection with the East line of said claim NO. 57; thence South to the place of beginning.

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State of Oregon,
County of Lane—ss.
I, D. M. Penfold, Director of the
Department of Records and Elections,
in and for the said County, do hereby
certify that the within instrument was
received for record at

1974 DEC 24 PM 1 31

Reel 722 R

Lane County OFFICIAL RECORDS.

D. M. PENFOLD, Director of the
Department of Records & Elections.

[Signature]
Deputy

C29-083-05

[Handwritten mark]

Exhibit "W" to Road and Easement Agreement
Between Wash, Choon, Nick and Ross

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ROAD AND EASEMENT AGREEMENT

THIS AGREEMENT is between WALLIS GIFFORD NASH (Nash), JAMES R. SHOOP and DOROTHY A. SHOOP, husband and wife, (Shoop), NICKEY R. BRADFORD and NANCY D. BRADFORD, husband and wife, (Nick) and ROSS H. BRADFORD and NORMA L. BRADFORD, husband and wife, (Ross).

RECITALS:

A. Nash, Shoop and Ross all own property in the same vicinity adjoining each other.

B. Nick; upon the execution of this Agreement, will own property in the same vicinity and adjoining that of Nash, Shoop and Ross.

C. The parties desire to cooperatively join together and create a roadway between their various parcels of real property, to contribute real property to the roadway and to set forth their rights, duties and obligations to each other in connection with the roadway.

THEREFORE, the parties hereto agree:

1. Conveyances. Upon the execution of this Agreement, Nash will convey to Ross all of that real property described upon Exhibit "E", attached hereto and by this reference made a part hereof; Shoop will convey to Ross all of that real property described upon Exhibit "F", attached hereto and by this reference made a part hereof; Ross will convey to Nick all of that real property described upon Exhibit "C", attached hereto and by this reference made a part hereof; and Ross will convey to Nash, all of that real property

described upon Exhibit "H", attached hereto and by this reference made a part hereof.

2. Nash-Dominant Estate. After the conveyances to and from Nash as described herein, Nash will own all of that property described upon Exhibit "A", attached hereto and by this reference made a part hereof. The property described upon Exhibit "A" is referred to herein as the Nash dominant estate. Nash, his heirs, successors and assigns shall have a permanent easement to the full and free access and use of the servient estate for a roadway, which easement shall be appurtenant to each and every portion of the Nash-dominant estate.

3. Shoop-Dominant Estate. After the conveyances described herein to and from Shoop, Shoop will own all of that property described upon Exhibit "B", attached hereto and by this reference made a part hereof. The property described upon Exhibit "B" is referred to herein as the Shoop-dominant estate. Shoop, his heirs, successors and assigns shall have a permanent easement to the full and free access and use of the servient estate for a roadway, which easement shall be appurtenant to each and every portion of the Shoop-dominant estate.

4. Nick-Dominant Estate. After the conveyance described herein to Nick, Nick will own all of that property described upon Exhibit "C", attached hereto and by this reference made a part hereof. The property described upon Exhibit "C" is referred to

herein as the Nick-dominant estate. Nick, his heirs, successors and assigns shall have a permanent easement to the full and free access and use of the servient estate for a roadway, which easement shall be appurtenant to each and every portion of the Nick-dominant estate.

5. Ross-Dominant Estate. After the conveyances described herein to and from Ross, Ross will own all of that property described upon Exhibits "D" and "G", attached hereto and by this reference made a part hereof. The property described upon Exhibit "D" is referred to herein as the Ross-dominant estate. Ross, his heirs, successors and assigns shall have a permanent easement to the full and free access and use of the servient estate for a roadway, which easement shall be appurtenant to each and every portion of the Ross-dominant estate. The easement in favor of the Ross-dominant estate shall be interpreted as though Ross did not own the servient estate.

6. Roadway-Servient Estate. The legal description contained upon Exhibit "G", attached hereto and by this reference made a part hereof describes the property containing the roadway which is referred to herein as the servient estate. A roadway has been partially constructed upon the servient estate and there remains additional construction to be performed and completed. The parties mutually agree with each other to complete the construction of a roadway over the servient estate and to have the following rights, obligations and duties thereto:

a. Ross will own the legal title to the servient estate, subject to the rights of all of the parties to this Agreement, their heirs, successors and assigns, as designated herein.

b. Ross shall, within two years from the date this Agreement is executed, at his expense, complete the construction of the roadway, gravel and rock it, and put it in a condition so that it can be used during the entire year. Neither Nash, Nick nor Shoop shall be obligated to incur any expense in the construction of the roadway.

c. All surveying and legal expenses connected with the creation and establishment of the roadway and easement, shall be shared by all of the parties to this Agreement, equally.

d. After the construction, gravelling and rocking of the roadway is completed, each of the parties to this Agreement, their heirs, successors and assigns will share the cost of repair and maintenance of the roadway as follows:

1. The cost of all repairs and maintenance caused by or due to the acts or omissions of any of the parties to this Agreement, their heirs, successors, assigns, or agents shall be the obligation of the party whose act or omission causes the damage requiring the repair or maintenance.

2. The cost of all repairs due to damage from natural causes, washouts, erosion and other causes not due to the act or omission of any party, his heirs, successors assigns or

agents, shall be divided equally between all of the separate owners of the respective dominant estates, including subdivided portions of the original dominant estates, at the time such repair is accomplished.

3. The cost of all other maintenance or repair to the roadway shall be divided between the parties, their successors, heirs and assigns in accordance with the extent each party, his heirs, successors and assigns uses the roadway during the six-month period immediately preceding the performance of such maintenance or repair.

7. Right to Dedicate. Each party to this Agreement and the heirs, successors and assigns of each and every portion of each dominant estate shall have the right, at any time hereafter, to dedicate to the public, all or a part of the roadway on the servient estate without further act on the part of any other party to this Agreement, their heirs, successors or assigns. In such case, the party making such dedication shall perform any and all of the acts required to accomplish such dedication at his or her own expense. It is anticipated that an agency of the government of Lane County, Oregon, or such other governmental agency which has the authority to accept or reject such dedication, will establish conditions which must be met before the dedication can be accomplished. The party desiring to dedicate may do so only if such dedication is acceptable to such supervising governmental body and the dedicator accomplishes the conditions established by such body. Upon such conditions being

satisfied and the roadway becoming acceptable to the supervising governmental body for dedication as a public road, this Agreement shall constitute a conveyance to the dedicator. Upon such acceptance being made, acknowledged and recorded, Ross, for himself and for his heirs, successors and assigns of the servient estate, does hereby grant, bargain, sell and convey unto either Nash, Shoop, or Nick, their heirs, successors and assigns, whomever is the dedicator, all of his right, title and interest in and to the servient estate, described upon Exhibit "G", for the purpose of such dedication and only for such purpose.

a. If any party to this Agreement, his or her heirs, successors or assigns, dedicates the servient estate or any part of the servient estate in accordance with this Agreement, all other parties to this Agreement, their heirs, successors or assigns, who use the dedicated roadway within five (5) years after such dedication to effect a subdivision of any of the other respective dominant estates shall pay such dedicator a portion of the cost of dedication. After such reimbursement, the dedicator and all other parties so utilizing the roadway shall have equally shared the cost of dedication.

b. The roadway on the servient estate is sixty (60) feet in width. If the roadway when dedicated is less than sixty (60) feet in width, the portion of the present roadway not utilized for a dedicated public roadway, shall become the property of the person who then owns the adjoining dominant estate. For the purpose

of transferring such portion of the servient estate not needed for a dedicated public roadway to an owner of an adjoining dominant estate, Ross, for himself and for his heirs, successors and assigns of the servient estate, hereby grants, bargains, sells and conveys to Nash, Shoop and Nick, their heirs, successors and assigns such portion of the servient estate which is determined to be unnecessary by the governmental agency supervising the dedication of the roadway. This conveyance shall become effective upon such determination being made, acknowledged and recorded.

c. The roadway constructed by Ross does not always remain within the servient estate. A portion of the roadway is located upon that part of the Nash-dominant estate described upon Exhibit "H" and a portion of the roadway is located upon a part of the Shoop-dominant estate near the south end of the servient estate. Nash and Shoop acknowledge that the constructed roadway is on their respective dominant estates and agree that it may remain there for the duration of this agreement. Further, Nash, for himself and for his heirs, successors and assigns and Shoop, for himself and for his heirs, successors and assigns agree to convey such portion of their dominant estates upon which the actual roadway is located as is needed by a dedicator whenever a dedication of the roadway to the public is accomplished. Neither Nash nor Shoop or their heirs, successors or assigns shall be responsible for any cost in connection with such conveyance. The cost shall be an expense of dedication to be borne by the dedicator subject to reimbursement from other users in accordance with the terms of this paragraph.

8. Easements to Run with Land. Each party to this Agreement acknowledges and agrees that his or her right of easement and right to dedicate is appurtenant to his or her respective dominant estate and that such rights shall extend to the heirs, successors and assigns of each and every portion of each dominant estate, including any subdivided portion of any dominant estate should either or any of the dominant estates ever be subdivided. The easement and right to dedicate shall be appurtenant to each and every portion of each of the dominant estates described in this Agreement.

9. Covenants to Run with Land. Each party to this Agreement acknowledges and agrees that the covenants of each of the parties to this Agreement to maintain and repair the roadway and to cooperate in a dedication of the roadway shall run with each and every portion of his or her respective dominant estate and that his or her heirs, successors and assigns of each and every portion of his or her respective dominant estate shall be hereafter bound to perform the covenants contained herein. The duties required under each of the covenants contained herein shall be equally apportioned among all of the separate owners of each dominant estate at the time each covenant is being enforced, including owners of a subdivided portion of a dominant estate.

10. Enforcement. All of the rights, easements, and covenants contained herein may be enforced by any party to this Agreement, and by the heirs, successors and assigns of each and every portion of the respective dominant estates who may be affected by this

Agreement.

11. Litigation Expenses. If litigation is initiated by anyone arising either directly or indirectly out of this Agreement, the prevailing party or parties shall recover, and the losing party or parties shall pay, a reasonable attorneys fee to such prevailing party or parties, as determined by the Court in which such proceeding is heard, including both the trial and appellate court.

12. Gender. The use of the terms he, she, it and other similar terms, shall refer to and mean both the singular and plural, and the male, female and neuter genders where appropriate and where the context so requires.

13. Counterparts. This document may be executed in one or more counterparts, and each counterpart so executed shall be considered an original once executed.

This Agreement has been executed by the parties hereto, upon the date set opposite their respective signature.

Wallis Gifford Nash Dated: Dec 19, 1974
Wallis Gifford Nash

STATE OF OREGON)

: ss.

County of Lane)

On December 19, 1974, personally appeared the above named Wallis Gifford Nash and acknowledged the foregoing instrument to be his voluntary act and deed.

Harold E. Spier
Notary Public for Oregon
My Commission Expires: 1-26-77

James R. Shoop
James R. Shoop

Dated: Dec. 19, 1974

Dorothy A. Shoop
Dorothy A. Shoop

Dated: Dec. 19, 1974

STATE OF OREGON)
 : ss.
County of Lane)

On December 19, 1974, personally appeared the above named James R. Shoop and Dorothy A. Shoop, husband and wife, and acknowledged the foregoing instrument to be thier voluntary act and deed.

Howard E. Spear
Notary Public for Oregon
My Commission Expires: 1-26-77

Nickey R. Bradford
Nickey R. Bradford

Dated: 18 Dec. 1974

Nancy D. Bradford
Nancy D. Bradford

Dated: Dec. 18 1974

STATE OF OREGON)
 : ss.
County of Lane)

On December 18, 1974, personally appeared the above named Nickey R. Bradford and Nancy D. Bradford, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Howard E. Spear
Notary Public for Oregon
My Commission Expires: 1-26-77

Ross H. Bradford
Ross H. Bradford

Dated: Dec. 18, 1974

Norma L. Bradford
Norma L. Bradford

Dated: Dec. 18, 1974

STATE OF OREGON)
 : ss.
County of Lane)

On December 18, 1974, personally appeared the above named Ross H. Bradford and Norma L. Bradford, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Harold E. Spurr
Notary Public for Oregon
My Commission Expires: 1-26-74

All of the John Buoy Donation Land Claim No. 58 in Township 19 South, Range 2 West of the Willamette Meridian, in Lane County, Oregon.

ALSO: Beginning at the Southwest corner of the Hananiah Buoy Donation Land Claim No. 57, in Township 19 South, Range 2 West of the Willamette Meridian, thence East 9.33 chains; thence North $35^{\circ} 38'$ West 8.66 chains; thence North $56^{\circ} 55'$ West 4.62 chains to a point 20 feet East of the West line of said claim; thence North 31.71 chains to County Road No. 696; thence North 62° West 24 links; to the West line of said claim; thence South 41.34 chains more or less to the point of beginning, in Lane County, Oregon;

ALSO: The Westerly 120 Feet of the following described property, Beginning at the most Southerly Southeast corner of the Hannaniah Buoy Donation Land Claim NO. 57, Notification No. 6545 and running thence West along the South line of said claim 4 chains (264 feet) thence North to the centerline of County Road No. 696; thence Southeast along the center of said road to its intersection with the East line of said claim NO. 57; thence South to the place of beginning.

EXCEPT that portion lying within the bounds of County Road No. 826 (Nash Road), in Lane County, Oregon.

ALSO SAVE AND EXCEPT: Beginning at a $5/8$ " Iron rod 2428.83 feet South $89^{\circ}52'$ East of a stone marked x marking the Northwest Corner of the John Buoy Donation Land Claim No. 58, in Township 19 South, Range 2 West of the Willamette Meridian in Lane County, Oregon; run thence South $26^{\circ}19'$ East 421.45 feet to a $5/8$ " iron rod; thence South $69^{\circ}46'$ East 181.38 feet to a $5/8$ " iron rod; thence South $0^{\circ}05'20''$ East 1761.18 feet to a $5/8$ " iron rod; thence South $10^{\circ}43'$ West 79.52 feet to a $5/8$ " iron rod; thence South $0^{\circ}01'35''$ East 210.68 feet to a $5/8$ " iron rod; thence South $89^{\circ}58'$ East 29.20 feet to the East line of said John Buoy Donation Land Claim; thence North $0^{\circ}09'$ West 2488.86 feet along said East line of said claim to a stone marking the Northeast corner thereof; thence North $89^{\circ}39'$ West 223.74 feet to a stone marking the SSE Corner of the Hannaniah Buoy Donation Land Claim in said Township and Range; thence North $89^{\circ}52'$ West 144.00 feet to the point of beginning.

Beginning at a point 83 rods South of the Northwest corner of Lot 1, Section 20, Township 19 South, Range 2 West of the Willamette Meridian; thence run South 80 rods; thence East 80 rods; thence North 80 rods and thence West 80 rods to the point of beginning in Lane County, Oregon.

Also, beginning at a point on the West line of Section 20, Township 19 South, Range 2 West of the Willamette Meridian, 10 chains South of the Northwest corner of Lot 1, Section 20, Township 19 South, Range 2 West; thence East 11 chains, South 43 and 3/4 degrees East 6.50 chains; thence South 25 and 1/4 degrees East 4.50 chains; thence South 53 degrees East 3.30 chains to the Northwest corner of the above described tract; thence West 20 chains and North 10.75 chains to the point of beginning in Lane County, Oregon.

Also, beginning at a point 269.28 feet East of the Southwest corner of the S. H. Saylor Donation Land Claim No. 59, Notification No. 6544, in Section 19, Township 19 South, Range 2 West of the Willamette Meridian, and running thence South 660 feet; thence East 726 feet to the center of the County Road; thence Northwesterly along the center line of said County Road 1069 feet more or less to the place of beginning, being in Section 20, Township 19 South, Range 2 West of the Willamette Meridian, in Lane County, Oregon.

SAVE AND EXCEPT: Beginning at a 1/2" Iron rod 798.72 feet South 0°01'35" East of the Northwest corner of Lot 1, Section 20, Township 19 South, Range 2 West of the Willamette Meridian in Lane County, Oregon; run thence South 69°46' East 12.63 feet to a 5/8" iron rod; thence South 0°05'20" East 1808.28 feet to a 5/8" iron rod; thence South 10°00' West 79.35 feet to the West line of said section 20; thence North 0°01'35" West 1890.78 feet to the point of beginning.

Beginning at a 1/2" iron rod at the intersection of the Southerly right of way line of County Road No. 696, with the East line of Section 19, Township 19 South, Range 2 West of the Willamette Meridian in Lane County, Oregon; said point of beginning lying 585.39 feet South 0°01'35" East of the Northeast corner of said Section 19; run thence South 0°01'35" East 645.02 feet to a 1/2" iron rod; thence North 69°46' West 186.58 feet to a 5/8" iron rod; thence North 29°19' West 383.85 feet to a 5/8" iron rod; thence North 0°33'15" West 432.66 feet to a 5/8" iron rod on the Southerly right of way line of said County Road No. 696; thence along said right of way line as follows, South 58°58' East 238.25 feet; thence South 63°09' East 162.48 feet to the point of beginning.

Parcel 1:

Lots 4 and 5 of Section 19 South Range 2 West of the Willamette Meridian and the South half of the Southeast quarter (S1/2 of SE1/4) of Section 19 in Township 19 South of Range 2 West of Willamette Meridian, in Lane County, Oregon.

Parcel 2:

Beginning at the Quarter Corner common to Sections 19 and 30 Township 19 South Range 2 West of the Willamette Meridian in Lane County, Oregon, and running North along the center line of said Section 19 to the south line of the John Buoy D.L.C. No. 58; thence west along the said south line to the southwest corner of said claim and continuing west on a line straight with said south line for a total distance of 320 feet; thence South on a line parallel to the center line of said Section 19 to the north line of said Section 30; thence east 320 feet to the point of beginning, in Lane County, Oregon.

Parcel 3:

The Northeast quarter of the Northwest quarter of Section 30 Township 19 South, Range 2 West of the Willamette Meridian, Lane County, State of Oregon.

Parcel 4:

Beginning at the most southerly southeast corner of the Hannaniah Buoy Donation Land Claim No. 57, Notif. No. 6545, in Township 19 South range 2 West of Willamette Meridian, and running thence West along the south line of said claim 4 chains, thence north to the center line of relocated county road no. 696, thence southeasterly along the center of said road to its intersection with the east line of the said claim no. 57, and thence south 7.23 chains to the place of beginning. Also lots 6 and 7 of section 19 of said township and range. Lane County, Oregon containing six acres more or less.

SAVE AND EXCEPT: The Westerly 120 Feet of the following described property, Beginning at the most Southerly Southeast corner of the Hannaniah Buoy Donation Land Claim NO. 57, Notification No. 6545 and running thence West along the South line of said claim 4 chains (264 feet) thence North to the centerline of County Road No. 696; thence Southeast along the center of said road to its intersection with the East line of said claim NO. 57; thence South to the place of beginning.

ALSO SAVE AND EXCEPT that portion within the bounds of the servient estate described upon Exhibit "G".

Exhibit "D" to Road and Easement Agreement
Between Nash, Shoop, Nick and Ross

Beginning at a 5/8" Iron rod 2428.83 feet South 89°52' East of a stone marked x marking the Northwest Corner of the John Buoy Donation Land Claim No.58, in Township 19 South, Range 2 West of the Willamette Meridian in Lane County, Oregon; run thence South 26°19' East 421.45 feet to a 5/8" iron rod; thence South 69°46' East 181.38 feet to a 5/8" iron rod; thence South 0°05'20" East 1761.18 feet to a 5/8" iron rod; thence South 10°43' West 79.52 feet to a 5/8" iron rod; thence South 0°01'35" East 210.68 feet to a 5/8" iron rod; thence South 89°58' East 29.20 feet to the East line of said John Buoy Donation Land Claim; thence North 0°09' West 2488.86 feet along said East line of said claim to a stone marking the Northeast corner thereof; thence North 89°39' West 223.74 feet to a stone marking the SSE Corner of the Hammaniah Buoy Donation Land Claim in said Township and Range; thence North 89°52' West 144.00 feet to the point of beginning.

Beginning at a 1/2" Iron rod 798.72 feet South 0°01'35" East of the Northwest corner of Lot 1, Section 20, Township 19 South, Range 2 West of the Willamette Meridian in Lane County, Oregon; run thence South 69°46' East 12.63 feet to a 5/8" iron rod; thence South 0°05'20" East 1808.23 feet to a 5/8" iron rod; thence South 10°00' West 79.35 feet to the West line of said section 20; thence North 0°01'35" West 1890.78 feet to the point of beginning.

A 60 Foot wide strip of land for roadway purposes beginning at a point 2428.83 feet South 89°52' East of the Northwest corner of the John Buoy D.L.C. No.58 in Township 19 South, Range 2 West of the Willamette Meridian in Lane County, Oregon; run thence South 26°19' East 421.45 feet; thence South 69°46' East 181.38 feet; thence South 0°05'20" East 1761.18 feet; thence South 10°43' West 79.52 feet; thence South 0°01'35" East 210.68 feet; thence South 89°58' East 60.00 feet; thence North 0°01'35" West 205.48 feet; thence North 10°43' East 79.52 feet; thence North 0°05'20" West 1808.23 feet; thence North 69°46' West 199.21 feet; thence North 26°19' West 383.85 feet; thence North 0°33'15" West 432.66 feet to the Southerly right of way line of County Road No.696; thence North 58°58' West 70.44 feet along said right of way line; thence leave said right of way line and run South 0°33'15" East 483.30 feet to the point of beginning.

The Westerly 120 Feet of the following described property, Beginning at the most Southerly Southeast corner of the Hannaniah Buoy Donation Land Claim NO. 57, Notification No. 6545 and running thence West along the South line of said claim 4 chains (264 feet) thence North to the centerline of County Road No. 696; thence Southeast along the center of said road to its intersection with the East line of said claim NO. 57; thence South to the place of beginning.

Exhibit "H" to Road and Easement Agreement
Between Nash, Shoon, Nick and Ross



Branch Engineering

October 15, 1998

Thom Lanfear
Lane County Land Management Division
125 East 8th Avenue
Eugene, OR 97401

310 5th Street
Springfield, Oregon 97477
(541) 746-0637
Fax (541) 746-0389

Re: Supplement to Traffic Impact Analysis for Proposed Bradford Pit Quarry

Dear Thom,

The Traffic Impact Analysis dated June, 1998 indicated 50 percent of the site generated trips were assigned to and from the north on Cloverdale Road and 50 percent were assigned to and from the south. Per your request, Branch Engineering performed additional analysis at the Cloverdale Road/Bear Creek Road intersection. The Cloverdale Road/Bear Creek Road intersection was evaluated to determine the impact at the intersection if 100 percent of the site generated trips were assigned to and from the north or south. Level of service calculations indicate assigning 100 percent of the site generated trips to and from the south would create the greatest impact. The calculations further indicate all movements at the Cloverdale Road/Bear Creek Road intersection are projected to operate at LOS 'A' in this "worst case scenario". The revised figures and calculations are attached for your use.

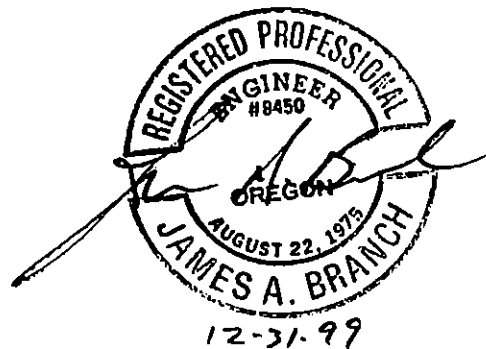
The conclusion of this analysis is the same as that stated in the Traffic Impact Analysis in that the additional trips will not have a significant adverse impact on the operating characteristics of the existing roadways and intersections.

If you have any further questions please do not hesitate to call.

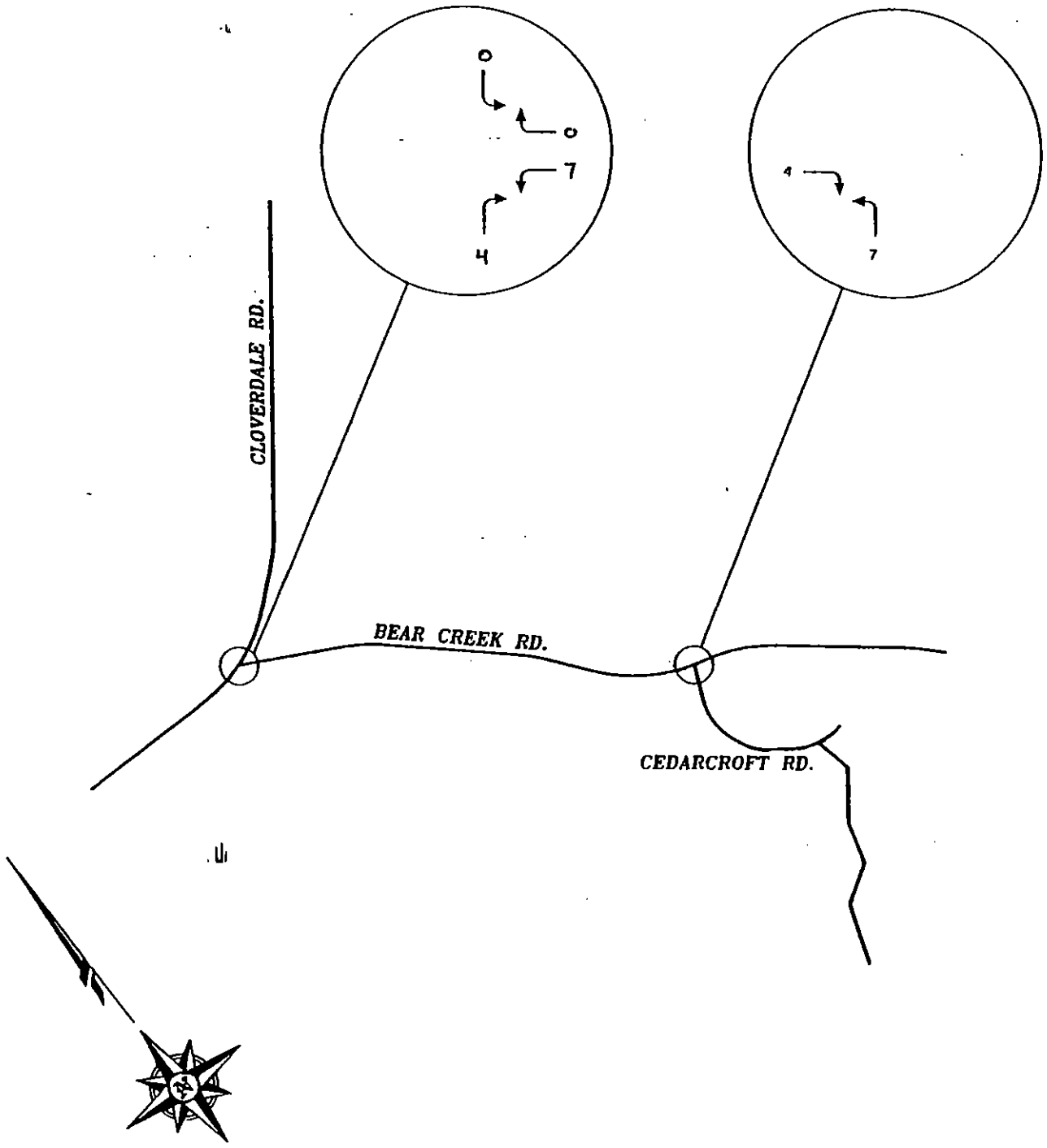
Sincerely,

James A. Branch, P.E.

cc: B.J. Equipment Co.



**SITE GENERATED TRAFFIC VOLUMES
(PM PEAK HOUR)**



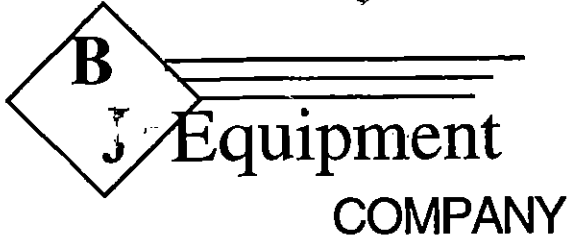
FILE NAME: E:\98\98141\98141.DWG

REVISED

FIGURE 3



Branch Engineering



RECEIVED BY
LAND MANAGEMENT

NOV - 3 1998

AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

A

P.O. Box 543
Cottage Grove, OR 97424
541-747-6261

November 2, 1998

Lane County Planning Department
Attn: Thom Lanfear
125 E 8th
Lane County Courthouse
Eugene, OR 97401

Re: Rezoning Application PA98-5144

Dear Thom:

As per our telephone conversation of Friday, October 30, 1998, I am attaching a map indicating the 1500' impact area as a square not circular as previously submitted. Also you will note that I have redesignated ownership on property adjoining tax lot 3500.

Tax Lot #3501 and #600 are owned by Earl Petty dba Sears Ranch LLC. Tax Lot #3600 is owned by Bob Marquess. Please amend your documents accordingly.

In response to the confusion regarding the exact acreage to be rezoned, it is our intent to request rezoning of the entire 40 acres in tax lot 3500. Indicated on the site plan is a 20 acrea area which we have requested DOGAMI to permit for mining. At a future date, the remaining 20 acres would be looked upon for possible mining if tests proved this acreage warranted such excavation and mining. This remaining acreage would also be considered for stockpiling. I am enclosing a revised copy of our site plan to indicate this future possibility. Quarry extraction and mining boundaries will be constrained to within 50' of all surrounding property lines.

Hopefully, the attached documents will correct and clarify our intent. I apologize for any inconvenience or confusion this may have caused.

Sincerely,

Kris Jeremiah

Encl.

FILE # PA 98-5144
EXHIBIT # 17

2. Examination for conflicting uses within the impact area

Conflicting uses as defined by the Goal 5 Rule are those, "which if allowed, could negatively impact a Goal 5 resource site". Quarry sites are Goal 5 resources, and thus the Rule is applicable here. Conflicting uses may be uses allowed by the F-1 zone which would be retained adjacent to the new QM zoned site, uses represented by other inventoried Goal 5 sites in the impact area of the proposal, or activities such as existing residential development in the vicinity of the proposed quarry site.

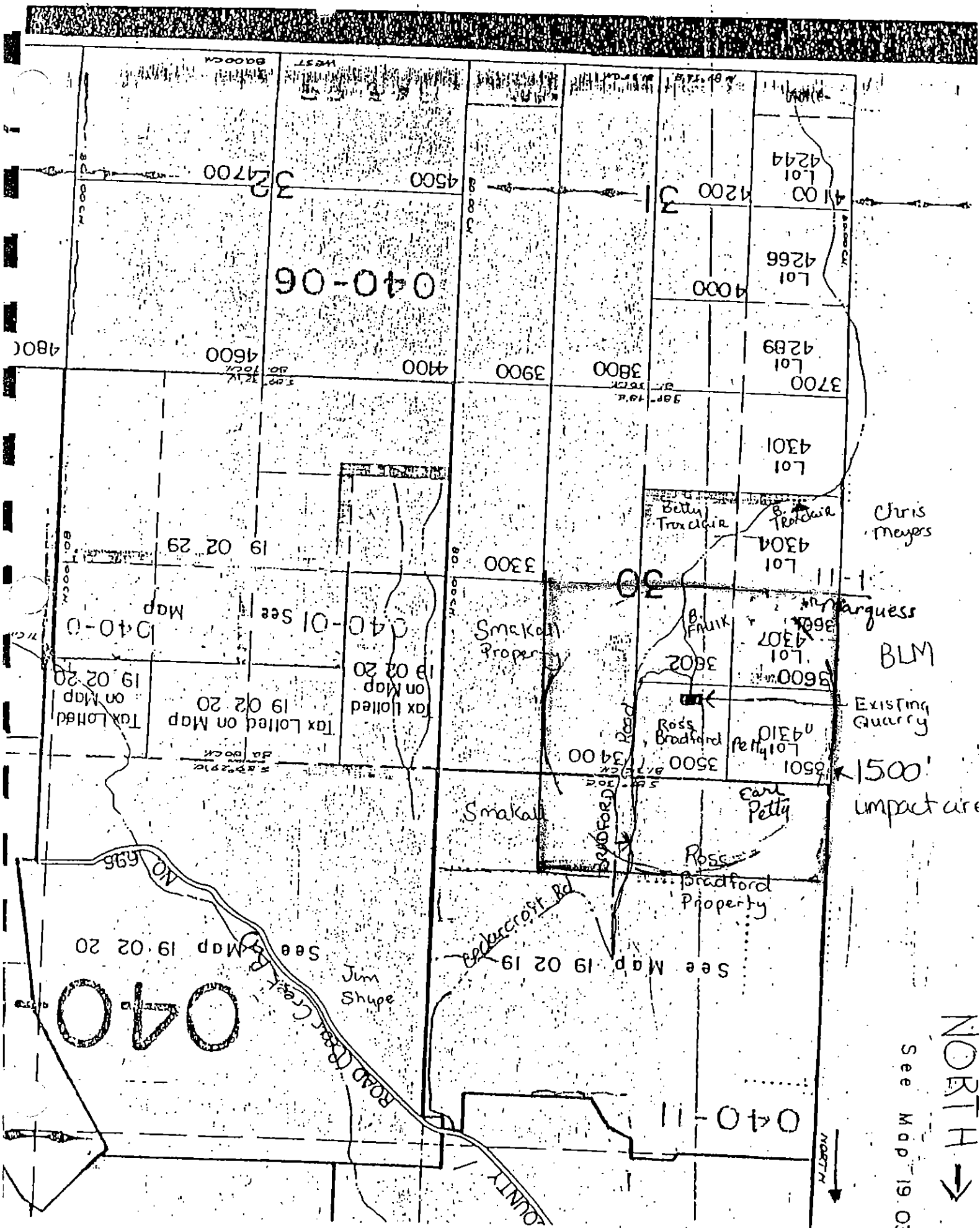
The 'impact' area applicable to the quarry site is generally considered to be that area within $\frac{1}{4}$ mile of the site. For purposes of the conflict analysis the $\frac{1}{4}$ mile measurement will be made from the outside edge of the 40 acre site to be redesignated. Since the entire surrounding area is all zoned F-1, the surrounding land will act largely as a buffer for the extraction and processing operation. Quarry extraction and mining boundaries will be constrained to within 50' of all surrounding property lines.

The impact area to the South, West, and East is zoned Nonimpact Forest (F-1). The impact area to the North is owned by applicant and also zoned Nonimpact Forest (F-1).

That portion of the impact area owned by the applicant can be controlled to prohibit or limit conflicting uses. The applicant intends to prevent future conflicting uses on his property by recording a deed restriction designating the quarry as the primary use and making other uses subordinate and subject to activities conducted relative to the quarry operation. This will assure that any use developed on this property, if owned by others in the future, will not impact or be unacceptably impacted by the quarry. The primary concern would, of course, be dwellings as farm and forest uses which are deemed as compatible with the quarry use.

The entire 40 acre parcel is therefore surrounded by Nonimpact Forest (F-1) zoning.

3. Determination if conflicting uses exist



040-06

040

040-11

Chris Meyers

Margness

BLM

Existing Quarry

1500' impact area

NORTH →

See Map 19 03

Map

Tax Lotted on Map

Tax Lotted on Map

Tax Lotted on Map

Ross Bradford

Earl Petty

Rose Bradford Property

Smakall

Smakall Property

Betty Truclair

B. Frank

B. Frank

19 02 29

19 02 20

3300

3600

3500

1500'

4600

4400

3900

3800

3700

4289

4000

4266

4294

324700

4500

4200

4100

4800

ROAD

ROAD

ROAD

WEST

WOOD

COUNTY

Jim Shupe

See Map 19 02 20

See Map 19 02 19

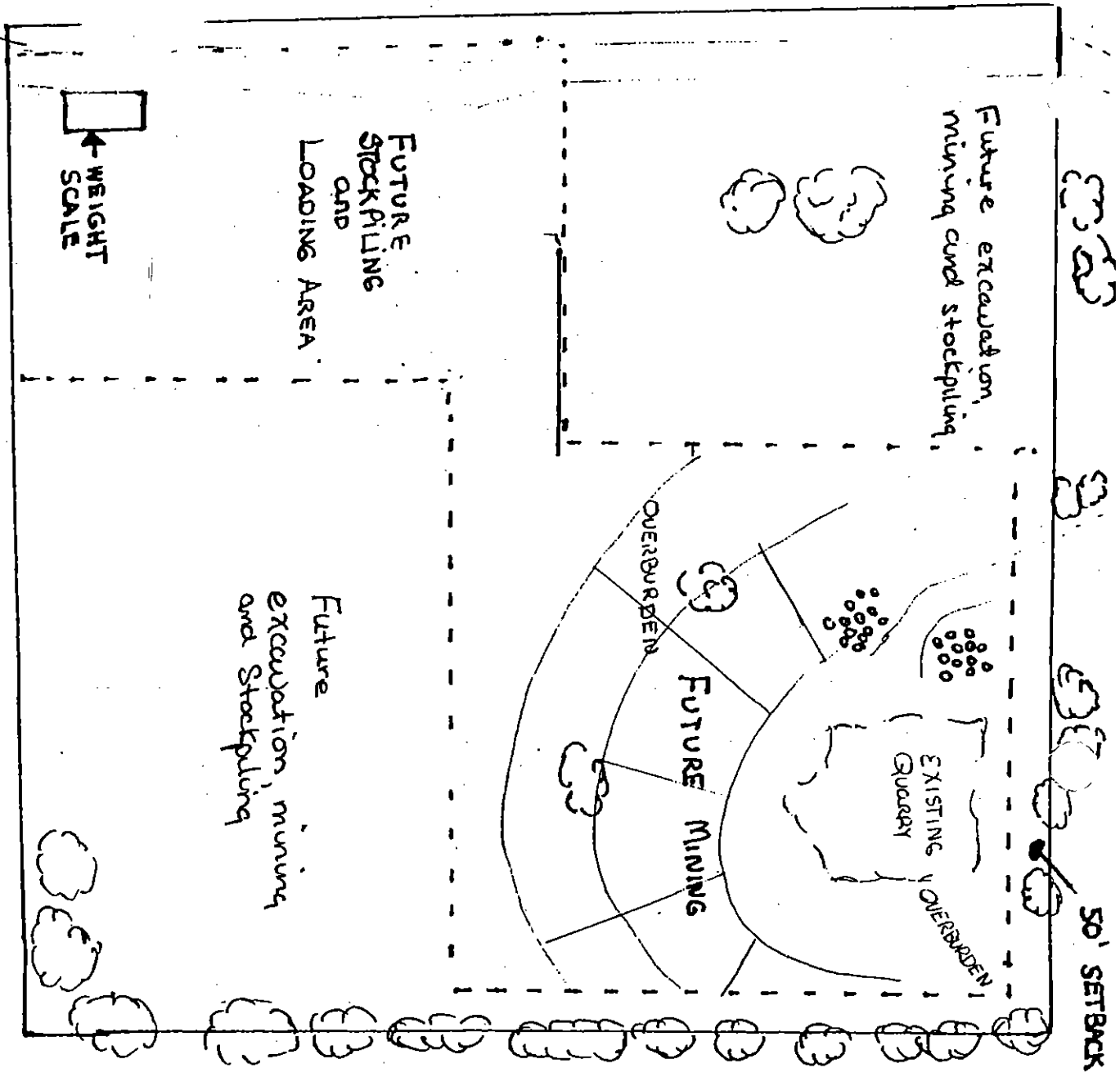
BRADFORD RD

ROAD CREEK

696

See Map 19 02 20

NORTH



Bradford
Quarry

Key

- ~ ~ ~ EXISTING QUARRY
- - - DODAMI PERMIT BOUNDARY (DAM)
- PROPERTY BOUNDARY
- ooo STOCK PILE
- EXISTING ACCESS
- ⚡ SLOPE
- 50' SETBACK FROM BOUNDARIES

Scale:
1" = 200' ± 20'

The space on this page is provided for your written comments.

File No.: PA.98-5144
Applicant: Ross Bradford B.J. Equipment Company
TRS/TL: 19-02-00 #3500

You may write your comments on this page and return this document to the attention of Thom Lanfear, Lane County Land Management Division, Public Service Building, 125 East 8th Ave., Eugene, OR. 97401. ... Fax 687-3947 ...

Date: November 30, 1998

From: Robert A. Still

83076 North Bradford Rd.

Creswell, OR 97426

Comments:

The extensive increase in the number of heavytrucks on Bear Creek Road, Cloverdale,
and possibly South Bradford adds to the danger already present when logging trucks
and other gravel hauling trucks. This is also compounded by the damage to the
roads. We travel these roads 4 to 6 times a day.

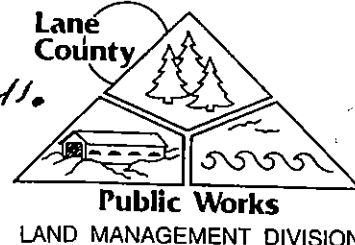
There is a possiblity of water contamination and a threat to the loss of water
supply for our personal use(including for animals).

The blasting that will be required will be a constant aggravation. It is now from
the same facility. We have had to bring some of our animals in when the sound is
more pronounced by wind changes.

The value of our property can and no doubt will be decreased by all of the above
conditions. This will also be reflected in the damage to flora and fauna and
the wildlife may be affected.

This commercial operation would also seriously impact the surrounding forest area. Many new animals have moved into this area due to all the construction in Creswell.

Referral Notice and Opportunity to Comment on a Proposed Development



Date: November 23, 1998

Department File No.: PA 98-5144

Property Owner: Ross Bradford
82452 Bradford Road
Creswell, Oregon 97426

Agent: B.J. Equipment Company
P.O. Box 543
Cottage Grove, Oregon 97424

Location (Address): Cedarcroft Road

Tax Assessment Map: 19-02-00 #3500

RECEIVED BY
LAND MANAGEMENT

DEC - 2 1998

Tentative Lane County Planning Commission Hearing Date: February 16, 1999^{AM} 3,9,10,11,12,1,2,3,4,5,6^{PM}

Nature of the pending development application: Amend the Rural Comprehensive Plan from "Forest" to "Natural Resource" and Rezone that Land from "F-1/Non-Impacted Forest Land" to "QM" ("Quarry and Mine Operations") for 40 acres, pursuant to Lane Code 16.400 and 16.252. Map 19-02-00 (30) Taxlot 3500.

Lane County has received an application for the proposed development. This notice includes copies of relevant materials from the application file.

Agencies/Districts: The proposed development would be located in your district or service area and may place demands on you for the services your agency provides. This referral is being made to you to facilitate your participation in the Lane County decision process for the application described here. If no comment is received from you by the due date, it will be concluded that you have no comment to make and/or you have no objection to the application's approval.

Landowners: The proposed development is located within the distance required for notification with individual notice, or you have requested the notification. Additional notice will be provided when the Hearing Date for the Planning Commission is scheduled.

The purpose of this notice is to provide you with an opportunity to review and comment on the proposed development and to submit your comments to Lane County prior to the Lane County Planning Commission's Hearing.

The application and related materials are available for inspection at the Lane County Land Management Division at no cost and copies will be provided at reasonable cost. The name of the Lane County Land Management Division representative to contact concerning this application is Thom Lanfear. The telephone number where more information can be obtained is 687-4054.

Please submit in your written comments regarding the proposed development to the Lane County Land Management Division by 1 P.M. on December 11, 1998. If you need additional time to submit comments, please contact Thom Lanfear.

FILE # PA 98-5144
EXHIBIT # 19

The space on this page is provided for your written comments.

File No.: PA 98-5144
Applicant: Ross Bradford B.J. Equipment Company
TRS/TL: 19-02-00 #3500

You may write your comments on this page and return this document to the attention of Thom Lanfear, Lane County Land Management Division, Public Service Building, 125 East 8th Ave., Eugene, OR. 97401. ... Fax 687-3947 ...

Date: 11-28-98

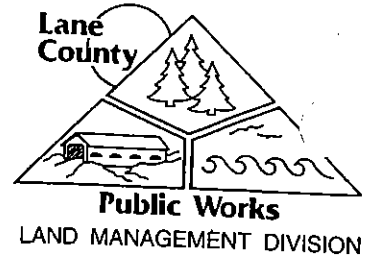
From: Daniel O'Gorman
82852 N. Bear Creek Rd.
Creswell, Or , 97426

Comments:

This is a rural residential community. Allowing commercial mining here would seriously impact this community. The people living on the current access road have already complained because their houses, yard, trees & shrubs were covered with rock dust when Mr. Bradford operated the quarry this year. The noise from the trucks & rock crusher & blasting would also seriously impact this community. Bear Creek road is used by hundreds of people & pets for walking, jogging, bicycle riding & horseback riding. The volume of the rock trucks would cause a serious danger for these people. The current access road is breaking down as would Bear creek road if this were allowed. Lastly, to allow this big, dirty, noisy business to operate here would cause a major reduction in the property values of the homeowners here. If Mr. Bradford is allowed to have this business here, he should be made to pay each homeowner 25-50% of their current

DEC 07 1998

Referral Notice and Opportunity to
Comment on a Proposed Development



Date: November 23, 1998

Department File No.: PA 98-5144

Property Owner: Ross Bradford
82452 Bradford Road
Creswell, Oregon 97426

Agent: B.J. Equipment Company
P.O. Box 543
Cottage Grove, Oregon 97424

Location (Address): Cedarcroft Road

Tax Assessment Map: 19-02-00 #3500

Tentative Lane County Planning Commission Hearing Date: February 16, 1999

Nature of the pending development application: Amend the Rural Comprehensive Plan from "Forest" to "Natural Resource" and Rezone that Land from "F-1/Non-Impacted Forest Land" to "QM" ("Quarry and Mine Operations") for 40 acres, pursuant to Lane Code 16.400 and 16.252. Map 19-02-00 (30) Taxlot 3500.

Lane County has received an application for the proposed development. This notice includes copies of relevant materials from the application file.

Agencies/Districts: The proposed development would be located in your district or service area and may place demands on you for the services your agency provides. This referral is being made to you to facilitate your participation in the Lane County decision process for the application described here. If no comment is received from you by the due date, it will be concluded that you have no comment to make and/or you have no objection to the application's approval.

Landowners: The proposed development is located within the distance required for notification with individual notice, or you have requested the notification. Additional notice will be provided when the Hearing Date for the Planning Commission is scheduled.

The purpose of this notice is to provide you with an opportunity to review and comment on the proposed development and to submit your comments to Lane County prior to the Lane County Planning Commission's Hearing.

The application and related materials are available for inspection at the Lane County Land Management Division at no cost and copies will be provided at reasonable cost. The name of the Lane County Land Management Division representative to contact concerning this application is Thom Lanfear. The telephone number where more information can be obtained is 687-4054.

Please submit in your written comments regarding the proposed development to the Lane County Land Management Division by 1 P.M. on December 11, 1998. If you need additional time to submit comments, please contact Thom Lanfear.

FILE # PA 98-5144
EXHIBIT # 20

The space on this page is provided for your written comments.

File No.: PA 98-5144
Applicant: Ross Bradford B.J. Equipment Company
TRS/TL: 19-02-00 #3500

You may write your comments on this page and return this document to the attention of Thom Lanfear, Lane County Land Management Division, Public Service Building, 125 East 8th Ave., Eugene, OR. 97401. ... Fax 687-3947 ...

Date: DEC. 7. 1998

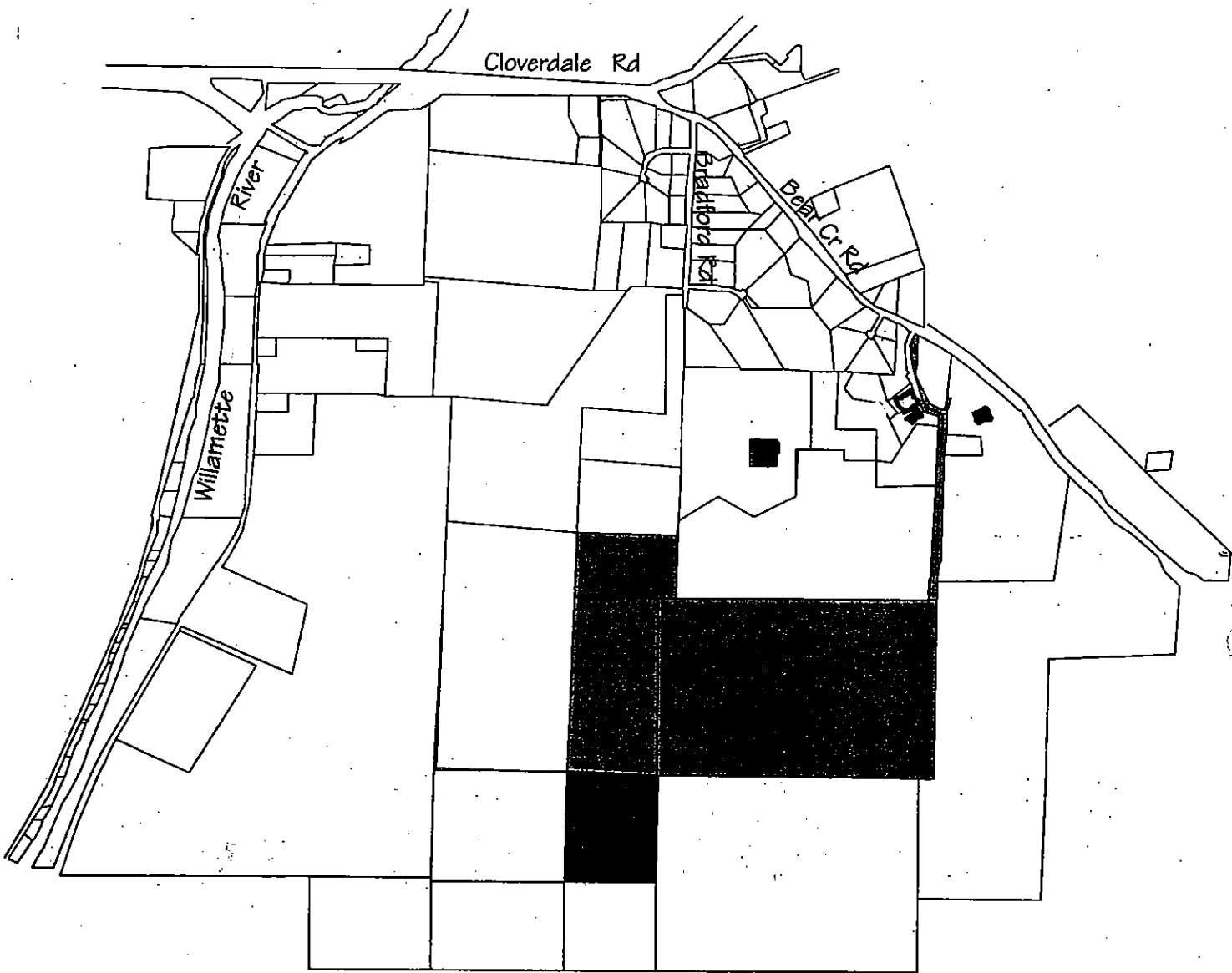
From: DALE BURGESS

82613 MEADOW LANE.

CRESWELL DR. 97426

Comments: SEE REPLY ON ATTACHED PAGES.

Thank you. Dale Burgess



- LINDA-JERRY FLEISCHLI.
- CAROL-MAIYER.
- JAN-DALE BURGESS.
- NANCY-NICK BRADFORD.