



# Planning Commission Agenda

**Development and Public Works Director,**  
Len Goodwin 541-726-3685  
**Current Development Manager:**  
Greg Mott 541-726-3774  
**Management Specialist:**  
Brenda Jones 541.726.3610

City Hall  
225 Fifth Street  
Springfield, Oregon 97477  
541.726.3610  
Online at [www.springfield-or.gov](http://www.springfield-or.gov)

**Planning Commissioners:**

Greg James, Chair  
Nick Nelson, Vice Chair  
Johnny Kirschenmann  
Steve Moe  
Stacy Salladay  
Tim Vohs  
Denise Bean

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The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours notice prior to the meeting. For meetings in the Council Meeting Room, a "Personal PA Receiver" for the hearing impaired is available. To arrange for these services, call 541.726.3610.

**Meetings will end prior to 10:00 p.m. unless extended by a vote of the Planning Commission.**

All proceedings before the Planning Commission are recorded.

**July 22, 2014**

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**6:00 p.m. Regular Session  
Council Chambers**

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**CONVENE AND CALL TO ORDER THE REGULAR SESSION OF THE SPRINGFIELD PLANNING COMMISSION**

**ROLL CALL** – Chair James \_\_\_\_\_, Vice Chair Nelson \_\_\_\_\_, Kirschenmann \_\_\_\_, Moe\_\_\_\_, Salladay\_\_\_\_,  
Vohs \_\_\_\_\_, and Bean \_\_\_\_\_.

**PLEDGE OF ALLEGIANCE**

**PUBLIC HEARING(S)**

**QUASI-JUDICIAL PUBLIC HEARING –**

**Appeal of a Director's Decision for Laurelwood Subdivision Follow-up to the July 15, 2014 Public Hearing – Public Hearing was closed July 15, 2014, request to hold the record open for an additional 7 days granted, additional written comments due July 22, 2014 @ 5:00 p.m.**

**Staff: Mark Metzger  
45 Minutes**

**CONDUCT OF QUASI-JUDICIAL PUBLIC HEARING BEFORE THE PLANNING COMMISSION**

- Staff explanation of quasi-judicial hearing process (ORS 197.763)
- Chair opens the public hearing
- Commission members declaration of potential conflicts of interest; disclosure of "ex parte" contact

- ~~Staff report~~
- ~~Testimony from the applicant~~
- ~~Testimony in support of the application~~
- ~~Testimony opposed to the application~~
- ~~Testimony neither in support of nor opposed to the application~~
- ~~Summation by staff~~
- ~~Rebuttal from the applicant~~
- ~~Consideration of request for continuation of public hearing, extension of written record, or both~~
- ~~Close or continue public hearing; close or extend written record (continuance or extension by motion)~~
- Planning Commission discussion; possible questions to staff or public
- Motion to approve, approve with conditions, or deny the application based on the information contained in the staff report, oral and written testimony, and all other evidence submitted into the record
- Final Order signed by Chair incorporating findings and reasoning to support the decision

REPORT OF COUNCIL ACTION

BUSINESS FROM THE PLANNING COMMISSION

- Upcoming Planning Commission meetings, committee assignments, appointments or other business

BUSINESS FROM THE DEVELOPMENT AND PUBLIC WORKS DIRECTOR

ADJOURN REGULAR SESSION OF THE SPRINGFIELD PLANNING COMMISSION

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**COMMUNICATION MEMORANDUM**

**Meeting Date:** 7/22/2014  
**Meeting Type:** Regular Meeting  
**Staff Contact/Dept.:** Mark Metzger/DPW  
**Staff Phone No:** 541-726-3775  
**Estimated Time:** 15 Minutes  
**Council Goals:** Mandate

**SPRINGFIELD  
PLANNING COMMISSION**

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**ITEM TITLE:** APPEAL OF A DIRECTOR'S DECISION FOR LAURELWOOD SUBDIVISION  
FOLLOW-UP TO THE JULY 15<sup>TH</sup> PUBLIC HEARING

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**ACTION  
REQUESTED:** The attached materials from the public and the applicant have been submitted into  
the record for Commission review. The City Attorney has included a memorandum

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**ISSUE  
STATEMENT:** The July 15<sup>th</sup> public hearing was closed. The record was held open until July 22<sup>nd</sup>  
at 5:00 pm to allow for additional written comments. The attached documents were  
received from the public, the applicant, staff and the City Attorney at or before 3:00  
pm on Monday, July 21, 2014. Documents that are received after this writing shall  
be provided to the Commission at the meeting on July 22<sup>nd</sup>.

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**ATTACHMENTS:** 1. Lis Pendens submitted by Barbara Parmenter  
2. Request from Barbara Parmenter to keep the record open 7 additional days  
2. Updated Title Report submitted by Jessie Lovrien, Hayden Homes

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**JONES Brenda**

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**From:** Linda Craig <ljc@emeraldslaw.com>  
**Sent:** Friday, July 18, 2014 8:43 AM  
**To:** METZGER Mark; JONES Brenda  
**Subject:** Planning  
**Attachments:** City-Parmenter Records.pdf

Pursuant to Lauren's request, attached please find info. from Barbara Parmenter for the record.

Thanks, Linda

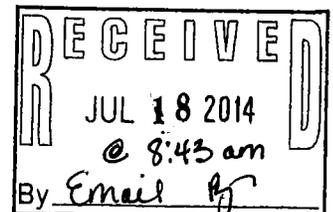
*Linda J. Craig*

LEAHY, VAN VACTOR, COX & MELENDY, LLP

188 West B Street, Bldg N, Springfield, OR 97477, Phone: 541-746-9621, Fax: 541-746-4109, Email: [ljc@emeraldslaw.com](mailto:ljc@emeraldslaw.com)

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This e-mail is for the sole use of the intended recipient(s) and contains information belonging to Leahy, Van Vactor, Cox & Melendy, LLP which is confidential and/or legally privileged. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this e-mail information is strictly prohibited. If you have received this e-mail in error, please immediately notify the sender by reply e-mail and destroy all copies of the original message.



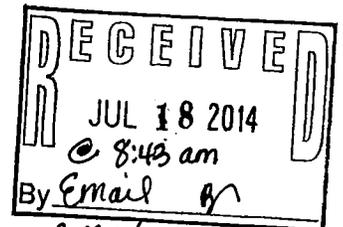
FAX TRANSMITAL

From:  
Barbara K. Parmenter  
5409 Ivy Street  
Springfield, Oregon 97478  
Telephone No. (541) 937-1234  
Fax No. (541) 746-1461  
e-mail: [bobbillc@comcast.net](mailto:bobbillc@comcast.net)

TO Lauren Hill  
(541) 746-4109

URGENT

Please try to prevent Retaliation  
acts against me & the neighbors



After recording return to:  
Barbara K. Parmenter  
5409 Ivy Street  
Springfield, Oregon 97478

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2010-034899

\$77.00



07/15/2010 03:49:28 PM  
RPR-LIS Cnt=1 Stn=15 CASHIER 06  
\$40.00 \$10.00 \$11.00 \$16.00

NOTICE OF LIS PENDENS

TO ALL WHOM THIS MAY CONCERN, notice is hereby given that:

1.) An action affecting the title to the real properties enclosed is included in U.S. Bankruptcy Case No. 09-60875-frall in U.S. Bankruptcy Court, Eugene, Oregon AND The United States Court of Appeals for the Ninth Circuit Court Case No. 10-71709.

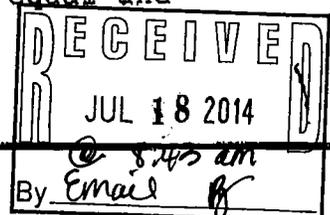
2.) Parties to the cases are:

Party A.) Barbara K. Parmenter as a Trustee of The Barbara K. Parmenter Living Trust, Barbara K. Parmenter as the Manager of BOBBI LLC, and Barbara K. Parmenter as the Manager of RIP-CON LLC.

Party B.) The United States Bankruptcy Court Case No.09-60875-frall, Umpqua Bank and The Unsecured Attorney Creditors, and Creditors listed in the Bankruptcy Case.

3.) Party A filed the Chapter 11 Bankruptcy when she was further disabled, incapacitated, and unable to attend to legal matters after another whip lash automobile, supposed accident, and to secure protection, and escape retaliatory crimes that are being committed, and have been committed over the past ten years in State of Oregon Courts in retribution of Party A's exposing criminal activities of the Oregon State Bar, it's members, and The Oregon Judicial Department.

4.) The RICO, Civil Rights violations, lack of representation, fraud and misrepresentation and, as crimes in retaliation and retribution against Party A continued in the Bankruptcy Court. Party A is qualifies under the Americans with Disabilities Act and The Guide to Judicial Policies, for aids and services to enable her equal and effective communications, but she was denied aids and services. Such denial denied Party A equal and



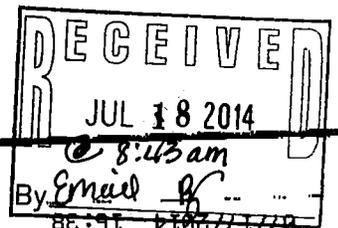
effective communications and denied Party A her civil rights, Thus, she was denied Due Process. Party A believes she was before a biased tribunal and therefore did not receive equal protection of the law. Party A believes her counsel did not represent her, failed to make adequate arrangement to communication with her, and may have participated in the fraud and misrepresentations before the court, all acts therein denying her equal protection of the law.

5.) Party A believes the deceptive and fraudulent practices, failure to acknowledge Party A's civil rights, fraud and misrepresentations before the court, and lack of representation, were committed to facilitate appointing a Receiver-Trustee so as to enable the liquidation of Party A's properties and estate, to secure her properties including the 38 W. Lakeview Lowell, Oregon asset and home, to dissolve her businesses, and to cause her harm and "extreme emotional distress" which is known to worsen her handicaps and disabilities which would further prevent her from protecting herself, after Party A sought the dismissal of her Chapter 11 Bankruptcy.

6.) The liquidation and or sale of Party A's properties or assets has been enabled by violating her civil rights and her rights under the First Amendment, the Fourth Amendment, the Fifth Amendment, and the Fourteenth Amendment of the Constitution of The United States, under the Americans with Disabilities Act, Title II, 42 U.S.C., 12131-12165, and The Guide to Judicial Policy.

7.) Any title transfer or attempted title transfer of Party A's properties as herein described in Exhibit "B" one page, Exhibit "C" pages one and two, and Exhibit "D" pages one and two, and also as recorded in Lane County Deeds and Records Numbers: 2010-028830, 2010-028831, and 2010-019773 will be considered to be; illegal, secured by fraud, committed as criminal acts, by violations of Party A's civil rights and The Americans with Disabilities Act, Title II, 42 U.S.C., 1231-12165.

8.) Party A has prevailed in the Oregon Court of Appeals Case No. CA A139268 affecting the property at 38 West Lakeview, in Lowell, Oregon 97452. The Appeal Brief had been filed in the Bankruptcy Case as evidence of criminal activities,



discrimination, and RICO against Party A, her properties, and businesses.

Includes:

3 pages to Lis Pendens, and 5 pages of attached descriptions  
(no exhibit A)

Respectfully submitted,

Dated

July 8, 2010



Barbara K. Parmenter, Pro Se

State of Oregon

County of Lane

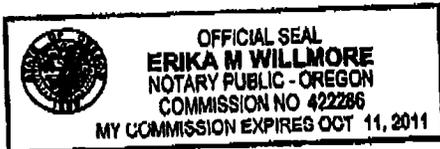
On this 8<sup>th</sup> day of July, 2010 Barbara K. Parmenter, Personally Appeared the above named Trustee of The Barbara K. Parmenter Living Trust, the above named Manager of BOBBI LLC, as the above named Manager of RIP-CON LLC, and also described and referenced to as Party "A" in the attached Notice of Lis Pendens, and Acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

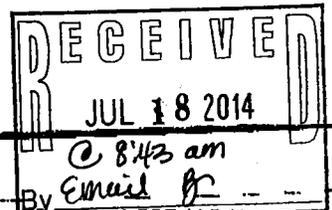
Erika M. Willmore

Notary Public for Oregon

My Commission Expires: 10/11/11



3



5/8/14

EXHIBIT "B"

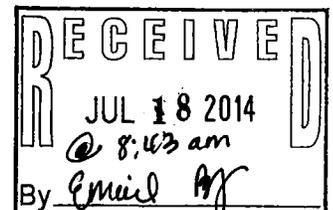
Properties held by The Barbara K. Parmenter Living Trust,  
legally described as:

DESCRIPTION OF PROPERTY:

Beginning at a point being North 89° 53' 10" East 2758.86 feet and South 30.00 feet from the Southeast corner of the Jesse M. Mann Donation Land Claim No. 74, in Township 17 South, Range 2 West of the Willamette Meridian; thence South 441.36 feet to the North margin of McKenzie Highway; thence along said North margin North 89° 45' 17" West 185.89 feet; thence North 314.74 feet to the South margin of North "A" Street; thence along said South margin North 89° 53' 10" East 259.02 feet to the Point of Beginning, in Lane County, Oregon. Also known as Village East Apartments, 43 Unit Apartment Complex, located at: 6330 Main Street, Springfield, Oregon 97478.

DESCRIPTION OF PROPERTY:

Beginning at a point which is 214.00 feet East and 144.00 feet South of the Northwest corner of the Southwest one-quarter of Section 14, Township 19 South, Range 1 West of the Willamette Meridian; thence South 268.50 feet; thence North 89° 12' East 100.00 feet; thence North 117.11 feet; thence West 88.00 feet; thence North 150.00 feet; thence West 12.00 feet to the point of beginning, in Lane County, Oregon. Also known as 38 Lakeview Avenue, Lowell, OR 97452.



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EXHIBIT "C", page 1 of 2

Properties held by BOBBI LLC

DESCRIPTION OF PROPERTY:

Beginning at a point on the East line of the Richard G. Mixoo Donation Land Claim Number 67 Township 18 South, Range 2 West of the Willamette Meridian, 329.9 feet North of the Easterly Southeast corner of said claim; running chance North 89° 43' West 479.1 feet; thence North 0° 21' East 182.1 feet; thence South 89° 43' East 477.63 feet to the East line of said Donation land claim; thence South 182.1 feet to the place of beginning, in Lane County, Oregon, Also known as: 888 South 57<sup>th</sup> Street, Springfield, OR 97478

DESCRIPTION OF PROPERTY:

A parcel of land lying in the Northeast ¼ of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows: Commencing at the intersection of the centerline of South 55<sup>th</sup> Place with the centerline of Ivy Street, thence North 88° 00' West along the centerline of said Ivy Street and its Westerly extension, 478.00 feet; thence North 20° 00' West, 9.70 Feet to the point of Beginning of the parcel herein described; from the Point of Beginning run hence South 20° 00' East, 85.00 feet; thence South 70° 00' East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon. Also known as 5409 Ivy St., Springfield; OR 97478-6908.

Describer as: The East 85 feet of lot 46, Hilldale, as platted and recorded in Volume 12, Page 10, Lane County Oregon Plat records, in Lane County, Oregon

Physical address: 33681 East River Drive, Creswell, Oregon 97426

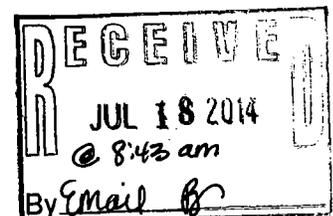


EXHIBIT "C", page 2 of 2

Properties held by BOBBI LLC

DESCRIPTION OF PROPERTY:

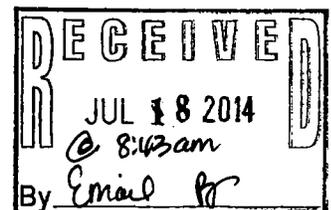
Lot 7, Block 1, Smith's Oak Hill Addition, As platted and recorded in Book 36, Page 10, Lane County Oregon Plat Records in Lane County, Oregon. Also known as 1920 / 1922 Smithoak St., Eugene, OR 97404.

DESCRIPTION OF PROPERTY:

Lot 6, Block 1, Smith's Oak Hill Add. As platted and recorded in Vo. 36, Page 10, Lane County Oregon Plat Records in Lane County, Oregon. Also known as 1956 / 1958 Smithoak St., Eugene, OR 97404.

BEGINNING AT THE NORTHWEST CORNER OF THE STEPHEN GAGER DONATION LAND CLAIM NO. 45 IN TOWNSHIP 17 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, IN LANE COUNTY, OREGON; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID CLAIM NO. 45, A DISTANCE OF 492.19 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF THE MCKENZIE HIGHWAY; THENCE RUN SOUTH 89° 45' 17" EAST ALONG THE CENTERLINE OF SAID MCKENZIE HIGHWAY, A DISTANCE OF 3199.92 FEET; THENCE LEAVING SAID CENTERLINE AND RUN NORTH PARALLEL WITH THE WEST LINE OF SAID CLAIM NO. 45, A DISTANCE OF 40.0 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID MCKENZIE HIGHWAY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE RUN NORTH PARALLEL WITH THE WEST LINE OF CLAIM NO. 45, A DISTANCE OF 125.00 FEET; THENCE SOUTH 89° 45' 17" EAST PARALLEL WITH THE CENTERLINE OF SAID MCKENZIE HIGHWAY, A DISTANCE OF 93.13 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID CLAIM NO. 45, A DISTANCE OF 125.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID MCKENZIE HIGHWAY; THENCE NORTH 89° 45' 17" WEST ALONG SAID RIGHT OF WAY LINE 93.13 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

Also known as 6304 Main Street, Springfield, Oregon 97478



## EXHIBIT "D", page one of two

## Properties Held by RIP-CON LLC, Legally Described as:

## LEGAL DESCRIPTION:

## PARCEL I:

BEGINNING AT A POINT BEING NORTH 0° 01' 45" WEST 2028.60 FEET AND SOUTH 89° 25' 40" WEST 668.88 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF A BONNEVILLE POWER ADMINISTRATION LINE EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 3° 25' WEST 442.26 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND CROSSING SAID EASEMENT SOUTH 89° 25' 40" WEST 225.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY NORTH 3° 25' EAST 442.26 FEET TO THE SOUTH MARGIN OF THE WEYERHAEUSER BOOTH-KELLY ROAD; THENCE ALONG SAID SOUTH MARGIN NORTH 89° 25' 40" EAST 225.54 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPTING THAT PORTION LYING EASTERLY OF THE WEST LINE OF ROYAL RIDGE AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

## PARCEL II:

BEGINNING AT A POINT BEING NORTH 1580.45 FEET AND WEST 696.22 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, POINT ALSO BEING ON THE EAST RIGHT-OF-WAY OF A BONNEVILLE POWER ADMINISTRATION LINE EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH 3° 25' 00" WEST 504.34 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE WEST 20.04 FEET; THENCE NORTH 3° 25' 00" EAST 291.64 FEET; THENCE SOUTH 89° 25' 40" WEST 205.48 FEET TO THE WEST RIGHT-OF-WAY OF SAID EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 3° 25' 00" EAST 212.50 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND CROSSING SAID RIGHT-OF-WAY NORTH 89° 25' 40" EAST 225.54 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPTING THAT PORTION LYING EASTERLY OF THE WEST LINE OF ROYAL RIDGE, AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS, IN LANE COUNTY, OREGON.

## PARCEL III:

BEGINNING AT A POINT BEING NORTH 89° 48' 30" WEST 482.78 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 89° 48' 30" WEST 532.93 FEET; THENCE NORTH 3° 25' EAST 390.00 FEET; THENCE SOUTH 89° 48' 30" EAST 205.25 FEET; THENCE NORTH 3° 25' EAST 886.2 FEET; THENCE EAST 268.14 FEET; THENCE SOUTH 0° 01' 45" EAST 365.0 FEET; THENCE SOUTH 0° 23' 10" WEST 710.40 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

EXCEPT THAT PORTION GRANTED TO LANE COUNTY BY JUDGMENT ENTERED DECEMBER 11, 1998, LANE COUNTY CIRCUIT COURT CASE NO. 16-97-03333.

Also Known As Wild Goose Landing Subdivision



By *8:43 am*  
*Emal* By *9 8 14*

EXHIBIT "D", page two of two

PARCEL IV:

BEGINNING AT A POINT BEING NORTH 89° 48' 30" WEST 482.78 FEET FROM THE EAST SOUTHEAST CORNER OF THE R.G. HIXON DONATION LAND CLAIM NO. 47, IN TOWNSHIP 18 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; THENCE NORTH 89° 48' 30" WEST 532.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 3° 25' EAST 390.00 FEET; THENCE SOUTH 89° 48' 30" EAST 205.25 FEET; THENCE NORTH 3° 25' EAST 686.2 FEET TO THE SOUTHWEST CORNER OF ROYAL RIDGE, AS PLATTED AND RECORDED IN FILE 73, SLIDE 225, LANE COUNTY OREGON PLAT RECORDS; THENCE NORTH 03° 25' EAST ALONG THE WEST LINE OF SAID ROYAL RIDGE TO THE SOUTH LINE OF PARCEL II AS CONVEYED TO JAMES D. PARMENTER AND BARBARA K. PARMENTER BY WARRANTY DEED RECORDED JUNE 18, 1979, RECEPTION NO. 79-35384, OFFICIAL RECORDS OF LANE COUNTY, OREGON. THENCE ALONG THE SOUTH LINE OF SAID PARMENTER TRACT SOUTH 89° 25' 40" WEST, A DISTANCE OF 205.48 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 03° 25' EAST 654.76 FEET TO THE SOUTH MARGIN OF WEYERHAEUSER BOOTH-KELLY ROAD; THENCE WEST ALONG THE SOUTH LINE OF THE WEYERHAEUSER BOOTH-KELLY ROAD 594.58 FEET, MORE OR LESS, TO THE WEST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH ALONG THE WEST LINE OF SAID HIXON DONATION LAND CLAIM TO A POINT THAT IS 1523.05 FEET NORTH AND 1489.0 FEET WEST OF THE MOST EASTERLY SOUTHEAST CORNER OF SAID HIXON DONATION LAND CLAIM; THENCE EAST 266.61 FEET; THENCE SOUTH 269.67 FEET; THENCE SOUTH 60.0 FEET TO THE SOUTHEAST CORNER OF THAT 60.0 FOOT ROADWAY AS DESCRIBED IN THAT STREET DEED TO THE CITY OF SPRINGFIELD RECORDED JANUARY 05, 1979, RECEPTION NO. 79-00757; THENCE WEST 244.61 FEET TO A POINT THAT IS 22.0 FEET EAST (AT RIGHT ANGLES TO) OF THE WEST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID HIXON DONATION LAND CLAIM, TO THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO DAVID N. BIRDSEYE, ET UX, BY DEED RECORDED FEBRUARY 17, 1950 IN BOOK 409, PAGE 540, OFFICIAL RECORDS OF LANE COUNTY, OREGON; THENCE NORTH 89° 40' EAST 100 FEET TO THE NORTHEAST CORNER OF SAID BIRDSEYE TRACT; THENCE SOUTH ALONG THE EAST LINE OF SAID BIRDSEYE TRACT 240.0 FEET TO THE SOUTHEAST CORNER OF SAID BIRDSEYE TRACT; THENCE NORTH 89° 40' EAST 177.30 FEET TO THE ANGLE CORNER ON THE EAST LINE OF SAID HIXON DONATION LAND CLAIM; THENCE SOUTH 89° 48' 30" WEST ALONG THE SOUTH LINE OF SAID HIXON DONATION LAND CLAIM TO THE TRUE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

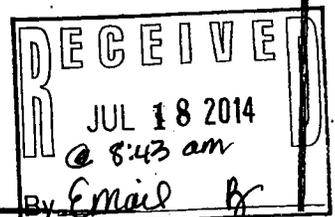
Also known as proposed subdivision, Wild Goose Landing

Therefrom that portion with the following described tract:  
COMMENCING AT THE INTERSECTION OF SOUTH 55TH PLACE WITH THE CENTERLINE OF IVY STREET; AND RUN THENCE NORTH 88° 00' WEST ALONG THE CENTERLINE OF SAID IVY STREET AND ITS WESTERLY EXTENSION 460.33 FEET; THENCE NORTH 40° 34' 00" WEST 38.03 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; FROM THE POINT OF BEGINNING, RUN THENCE SOUTH 40° 34' 00" EAST 85.00 FEET; THENCE SOUTH 49° 28' 00" WEST 120.00 FEET; THENCE NORTH 40° 34' 00" WEST 85.00 FEET; THENCE NORTH 49° 26' 00" EAST 120.00 FEET TO THE POINT OF BEGINNING, IN SPRINGFIELD, LANE COUNTY, OREGON.

ALSO EXCEPT THAT PORTION GRANTED TO LANE COUNTY BY JUDGMENT ENTERED DECEMBER 11, 1998, IN LANE COUNTY CIRCUIT COURT CASE NO. 16-97-03333.

Also known as 5409 Ivy Street Springfield, Or.

and located in Wild Goose Landing proposed subdivision



Division of Chief Deputy Clerk  
Lane County Deeds and Records

2010-028830

\$77.00



01155331201000288300040048

06/21/2010 09:48:29 AM

RPR-LIS Cnt=1 Stn=6 CASHIER 04  
\$20.00 \$20.00 \$10.00 \$11.00 \$16.00

After recording return to:  
Barbara K. Parmenter  
5409 Ivy Street  
Springfield, Oregon 97478

NOTICE OF LIS PENDENS

TO ALL WHOM THIS MAY CONCERN, NOTICE IS HEREBY GIVEN THAT  
An action affecting the title to the real property described  
below is now pending in the US Bankruptcy Court in Eugene,  
Oregon and The United States Court of Appeals for The Ninth  
Circuit, in San Francisco, California, as follows:

In The Matter of an Appeal  
Re In,  
Barbara K. Parmenter,  
Debtor

United States Bankruptcy Court  
Case No. 09-60875-frall

And  
Respondents; in Attached Exhibit "A"

-----  
In the Matter of an Appeal and Mandamus

Barbara K. Parmenter  
Appellant,  
And

United States Court of Appeals  
for The Ninth Circuit  
Case No. 10-71709

Respondents; in Attached Exhibit "A"

1. The parties are Barbara K. Parmenter and the creditors and respondents listed on the attached Exhibit "A".
2. The object of the action is to enable Debtor, and Appellant Due Process, Equal protection of the Law, and to secure her protection and her rights under The Americans with Disabilities Act Title II, 42 U.S.C. 12131-12165.
3. The above noted actions affect the following described properties owned by The Barbara K. Parmenter Living Trust: SEE ATTACHED EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, 2 pages.

*Barbara K. Parmenter*  
Manager 6-21-2010  
Barbara K. Parmenter

State of Oregon

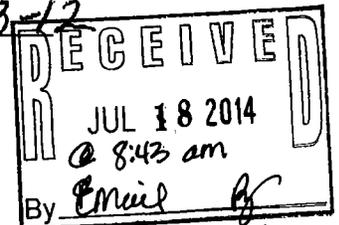
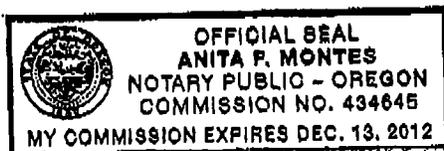
County of Lane

On this 21st day of June 2010 Barbara K. Parmenter, Manager of BOBBI LLC personally appeared the above named Trustee and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

*Anita F. Montes*  
Notary Public for Oregon

My Commission Expires: 12-13-12



## EXHIBIT "A"

Respondents:

US Trustee Kenneth Eiler	Elan Financial Svc
Regional US Trustee Jake Miller	Professional Credit Service
US Bankruptcy Court; District of Oregon (Eugene)	EPUD
The Oregon State Bar	Springfield Utility Board
Oregon Employment Department	Lisa Gallo Allen
BAC Home Loans Servicing LP	William Carpenter Jr.
Chase Home Finance, LLC	Mike Tayloe CPA
Oregon Dept. of Veterans' Affairs	Dee Safley
Key Bank\BAC Loans/Service LP fka	Lloyd E. Humphreys
Wells Fargo Bank NA	Boyd and Associates
Worldmark by Wyndham	Samuel E. Boyd
Chase Bank USA NA	Jeffery Matthews
LVNU Funding LLC	Harrang Long Gary Rudnick PC
Discover Bank	<u>John and Jane Does 1 through 10</u>
American Infosource LP, As Agent	
Key Bank National Association	

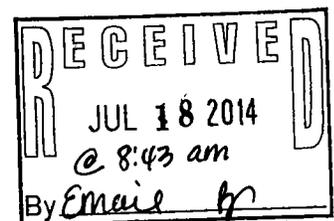


EXHIBIT "B" page 2 of 2

DESCRIPTION OF PROPERTY:

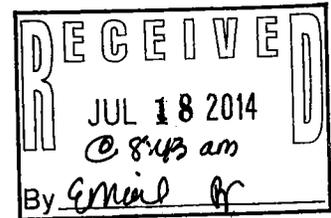
Lot 7, Block 1, Smith's Oak Hill Addition, As platted and recorded in Book 36, Page 10, Lane County Oregon Plat Records in Lane County, Oregon. Also known as 1920 / 1922 Smithoak St., Eugene, OR 97404.

DESCRIPTION OF PROPERTY:

Lot 6, Block 1, Smith's Oak Hill Add. As platted and recorded in Vo. 36, Page 10, Lane County Oregon Plat Records in Lane County, Oregon. Also known as 1956 / 1958 Smithoak St., Eugene, OR 97404.

BEGINNING AT THE NORTHWEST CORNER OF THE STEPHEN GAGER DONATION LAND CLAIM NO. 45 IN TOWNSHIP 17 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, IN LANE COUNTY, OREGON; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID CLAIM NO. 45, A DISTANCE OF 492.19 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF THE MCKENZIE HIGHWAY; THENCE RUN SOUTH 89° 45' 17" EAST ALONG THE CENTERLINE OF SAID MCKENZIE HIGHWAY, A DISTANCE OF 3199.92 FEET; THENCE LEAVING SAID CENTERLINE AND RUN NORTH PARALLEL WITH THE WEST LINE OF SAID CLAIM NO. 45, A DISTANCE OF 40.0 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID MCKENZIE HIGHWAY, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE RUN NORTH PARALLEL WITH THE WEST LINE OF CLAIM NO. 45, A DISTANCE OF 125.00 FEET; THENCE SOUTH 89° 45' 17" EAST PARALLEL WITH THE CENTERLINE OF SAID MCKENZIE HIGHWAY, A DISTANCE OF 93.13 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID CLAIM NO. 45, A DISTANCE OF 125.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID MCKENZIE HIGHWAY; THENCE NORTH 89° 45' 17" WEST ALONG SAID RIGHT OF WAY LINE 93.13 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

Also known as 6304 Main Street, Springfield, Oregon 97478



## EXHIBIT "B" page 1 of 2

DESCRIPTION OF PROPERTY:

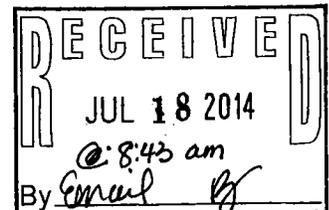
Beginning at a point on the East line of the Richard G. Mixoo Donation Land Claim Number 67 Township 18 South, Range 2 West of the Willamette Meridian, 329.9 feet North of the Easterly Southeast corner of said claim; running chance North 89° 43' West 479.1 feet; thence North 0° 21' East 182.1 feet; thence South 89° 43' East 477.63 feet to the East line of said Donation land claim; thence South 182.1 feet to the place of beginning, in Lane County, Oregon. Also known as 888 South 57<sup>th</sup> Street, Springfield, OR 97478

DESCRIPTION OF PROPERTY:

A parcel of land lying in the Northeast ¼ of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows: Commencing at the intersection of the centerline of South 55<sup>th</sup> Place with the centerline of Ivy Street, thence North 88° 00' West along the centerline of said Ivy Street and its Westerly extension, 478.00 feet; thence North 20° 00' West, 9.70 Feet to the point of Beginning of the parcel herein described; from the Point of Beginning run hence South 20° 00' East, 85.00 feet; thence South 70° 00' East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon. Also known as 5409 Ivy St., Springfield, OR 97478-6908.

Describer as: The East 85 feet of lot 46, Hilldale, as platted and recorded in Volume 12, Page 10, Lane County Oregon Plat records, in Lane County, Oregon

Physical address: 33681 East River Drive, Creswell, Oregon 97426



## JONES Brenda

---

**From:** Lauren King <lak@emeraldlaw.com>  
**Sent:** Monday, July 21, 2014 1:43 PM  
**To:** MOTT Gregory  
**Cc:** JONES Brenda  
**Subject:** FW: Request to keep the record open on the July 16, 2014 hearing to allow additional information or testimony.

**From:** Barbara Parmenter [mailto:bparmenter97478@gmail.com]  
**Sent:** Monday, July 21, 2014 12:23 PM  
**To:** Lauren King  
**Subject:** Re: Request to keep the record open on the July 16, 2014 hearing to allow additional information or testimony.

Dear Ms. King,

Mark Metzger brought me "some" of the printed transcript Thursday afternoon. But the important parts of his and other peoples comments has not been transcribed or given to me.

Therefore, may I secure an additional seven days to keep the record open because I have not received my accommodations of the printed record. This is important for the neighborhood because I know what trees are on the property and Tamie told me Metzger has represented the trees were all planted at the same time and were left to go awry. He apparently represented from what I have been told that the trees are all the same size. This is not true.

There are "OLD GROWTH" trees 10 feet from my property line but in the same forest. Trees don't know boundary lines. I was advised years ago that by law these trees are protected and must be preserved. Additionally there were and are spotted owls living in this stand. Even though the spotted owl is no longer a threatened species I do not believe their habitat can be destroyed. And if Mark Metzger has represented that the trees were all planted at the same time, then nhe has made yet another misrepresentation. I need to verify what he has represented. Then, I can research how much if any of this eco-forest must or must not be preserved. Over those many, many years the old growth reseeded the property. About sixteen years ago I thinned the trees on the west side of the BPA lines so the larger and healthier fir trees could grown. The city would not allow me to thin the east side of the forested land. There are large fir trees with many limbs clear to the ground that are not suitable for lumber that I have seen were protected and preserved for the future housing development.

In the divorce between Jim Parmenter and I Jim received the parcel of the property where the Christmas trees had been planted under the BPA power lines. He had not pruned the trees as was needed for them to become marketable Christmas trees. Five years later Jim Parmenter sued me in what the "crime ring" attorneys and judges referred to as a re-divorce. In those bizzarr proceedings I was awarded all of the development property and Jim Parmenter was given the balance of the improved Royal Ridge subdivision lots that had previously been awarded to me.

I then cut the tops out of some of the Christmas trees and used and sold them as poles, while other more desirable trees were moved with my tree spade to other locations on the development land and some were also sold as living fences. These perimetier trees, according to the City of Springfield's tree felling permit should not be removed. Logically they should not be removed especially since Jesse Lovrien has conveyed the costs of logging do not justify the return.

May I hear back from you today on extending the 7 days to allow receipt of the accommodations given me so I can be a participant in these proceedings?

Thank you for your kind attention to my request.

Barbara Parmenter

On Mon, Jul 14, 2014 at 7:07 PM, Lauren King <[lak@emeraldslaw.com](mailto:lak@emeraldslaw.com)> wrote:  
Barbara,  
Yes your request to leave the record open 7 was received and entered into the record.

Thank you,  
Lauren

Sent from my iPhone

On Jul 14, 2014, at 4:25 PM, "Barbara Parmenter" <[bparmenter97478@gmail.com](mailto:bparmenter97478@gmail.com)> wrote:

Ms. King,

Did I correctly request the 7 day extension?  
My letter for accommodation will be in my hands in a few minutes. I will fax it to you and get the original to you tomorrow.

Again, I need a written copy of the minutes to accommodate my request.

Barbara Parmenter

On Fri, Jul 11, 2014 at 3:49 PM, Lauren King <[lak@emeraldslaw.com](mailto:lak@emeraldslaw.com)> wrote:

Ms. Parmenter,

Thank you for your email. Your request has been entered into the record. Please be aware that the hearing is on Tuesday, **July 15**.

Thank you,

Lauren A. King

Leahy, Van Vactor, Cox & Melendy, LLP

188 West B Street, Building N

Springfield, OR 97477

[541-746-9621](tel:541-746-9621) / [lak@emeraldslaw.com](mailto:lak@emeraldslaw.com)

This transmission may contain confidential or privileged information. It is intended only for the use of the recipient named above. If you are not the intended recipient, any disclosure, distribution, forwarding, or copying of this transmission, or the taking of any action based on this transmission, is strictly prohibited. If you have received this in error, please immediately notify us by telephone. In addition, please delete the erroneously received transmission from any device/media where the message is stored.

**From:** Barbara Parmenter [mailto:[bparmenter97478@gmail.com](mailto:bparmenter97478@gmail.com)]

**Sent:** Friday, July 11, 2014 11:42 AM

**To:** Lauren King

**Subject:** Request to keep the record open on the July 16, 2014 hearing to allow additional information or testimony.

Dear Lauren King,

I am requesting that the July 16th hearing be left open for seven additional days for any additional written evidence or Testimony.

Requested this 111th day of July, 2014.

Conformation requested.

Barbara K. Parmenter





\*0277836\*

## STATUS OF RECORD TITLE REPORT

HAYDEN HOMES  
ATTN: JESSE LOVRIEN  
2464 SW GLACIER PLACE, SUITE 110  
REDMOND, OR 97756  
EMAIL: JLOVRIEN@HAYDEN-HOMES.COM

Our No: CT-0277836  
Date: FEBRUARY 04, 2014

As requested, Cascade Title Co. has searched our tract indices as to the following described real property:

( A T T A C H E D )

and as of: JANUARY 31, 2014 at 8:00 A.M., we find the following:

Vestee:

HAYDEN HOMES, LLC,  
an Oregon Limited Liability Company

Said property is subject to the following on record matters:

1. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS Chapter 321. (Parcel 3)
2. Rights of the public in and to that portion lying within streets, roads and highways.
3. Easements for utilities over and across the premises formerly included within the boundaries of Mt. Vernon Cemetery Road, now vacated, if any such exist. (Parcel 4)
4. Transmission line easement and danger tree offer, including the terms and provisions thereof, granted the United States of America by instrument recorded March 9, 1949, in Book 391, Page 573, Lane County Oregon Deed Records.
5. Public utility easement, including the terms and provisions thereof, granted the City of Eugene, by instrument recorded October 28, 1971, Reception No. 70389, Lane County Official Records.
6. Improvement Agreement and Application for Sewer Hookup, including the terms and provisions thereof, between Barbara Parmenter and the City of Springfield, recorded November 2, 1993, Reception No. 9370802, Lane County Official Records.

### MAIN OFFICE

811 WILLAMETTE ST. \* EUGENE, OREGON 97401  
PH: (541) 687-2233 \* FAX: (541)485-0307  
E-MAIL: INFO@CASCADETITLE.COM

### FLORENCE OFFICE

1901 HWY 101 - S. 2 \* FLORENCE, OREGON 97439  
PH: (541) 997-8417 \* FAX: (541)997-8246  
E-MAIL: FLORENCE@CASCADETITLE.COM

7. Grant of Easement, including the terms and provisions thereof, granted Barbara K. Parmenter, by instrument recorded February 2, 1995, Reception No. 9507275, Lane County Official Records.
8. Grant of Easement, including the terms and provisions thereof, granted Barbara K. Parmenter, as Trustee of the Barbara K. Parmenter Living Trust dated August 14, 1993, by instrument recorded February 7, 1995, Reception No. 9508222, Lane County Official Records.

NOTE: The property address as shown on the Assessor's Roll is:

5349 Ivy Street  
Springfield, OR 97478  
(Parcel 1)

NOTE: Taxes, Account No. 1292430, Assessor's Map No. 18 02 04, #310, Code 19-00, 2013-2014, in the amount of \$145.48, PAID IN FULL. (Parcel 1)

Taxes, Account No. 1296944, Assessor's Map No. 18 02 04, #311, Code 19-00, 2013-2014, in the amount of \$70.24, PAID IN FULL. (Parcel 2)

Taxes, Account No. 0560829, Assessor's Map No. 18 02 04, #313, Code 19-37, 2013-2014, in the amount of \$18.82, PAID IN FULL. (Parcel 3)

Taxes, Account No. 1584158, Assessor's Map No. 18 02 04, #313, Code 19-00, 2013-2014, in the amount of \$102.70, PAID IN FULL. (Parcel 3)

This report is to be utilized for information only. This report is not to be used as a basis for transferring, encumbering or foreclosing the real property described.

The liability of Cascade Title Co. is limited to the addressee and shall not exceed the premium paid hereunder.

CASCADE TITLE CO., by:

cs/Title Officer: DEBBIE FORSTROM

PROPERTY DESCRIPTION

PARCEL 1:

Beginning at a point being North 0° 01' 45" West 2028.60 feet and South 89° 25' 40" West 668.88 feet from the East Southeast corner of the R.G. Hixon Donation Land Claim No. 47, in Township 18 South, Range 2 West of the Willamette Meridian, said point also being on the East right of way line of a Bonneville Power Administration line easement; thence along said East right of way line South 3° 25' West 442.26 feet; thence leaving said East right of way line and crossing said easement South 89° 25' 40" West 225.54 feet to the West right of way line of said easement; thence along said West right of way North 3° 25' East 442.26 feet to the South margin of the Weyerhaeuser Booth-Kelly Road; thence along said South margin North 89° 25' 40" East 225.54 feet to the point of beginning, in Lane County, Oregon.

EXCEPTING that portion lying Easterly of the West line of Royal Ridge as platted and recorded in File 73, Slide 225, Lane County Oregon Plat Records, in Lane County, Oregon.

PARCEL 2:

Beginning at a point begin North 1580.45 feet and West 696.22 feet from the East Southeast corner of the R.G. Hixon Donation Land Claim No. 47, in Township 18 South, Range 2 West of the Willamette Meridian, point also being on the East right of way of a Bonneville Power Administration line easement; thence along said East right of way line South 3° 25' 00" West 504.34 feet; thence leaving said East right of way line West 20.04 feet; thence North 3° 25' 00" East 291.64 feet; thence South 89° 25' 40" West 205.48 feet to the West right of way of said Easement; thence along said West right of way line North 3° 25' 00" East 212.50 feet; thence leaving said West right of way line and crossing said right of way North 89° 25' 40" East 225.54 feet to the point of beginning, in Lane County, Oregon.

EXCEPTING that portion lying Easterly of the West line of Royal Ridge as platted and recorded in File 73, Slide 225, Lane County Oregon Plat Records, in Lane County, Oregon.

Continue-

Property Description Continued-

PARCEL 3:

Beginning at a point being North 89° 48' 30" West 482.78 feet from the East Southeast corner of the R.G. Hixon Donation Land Claim No. 47, in Township 18 South, Range 2 West of the Willamette Meridian; thence North 89° 48' 30" West 532.93 feet to the true point of beginning; thence North 3° 25' East 390.00 feet; thence South 89° 48' 30" East 205.25 feet; thence North 3° 25' East 686.2 feet to the Southwest corner of Royal Ridge, as platted and recorded in File 73, Slide 225, Lane County Oregon Plat Records; thence North 03° 25' East along the West line of said Royal Ridge to the South line of Parcel II as conveyed to James D. Parmenter and Barbara K. Parmenter by Warranty Deed recorded June 18, 1979, Reception No. 79-35384, Lane County Official Records; thence along the South line of said Parmenter tract South 89° 25' 40" West, a distance of 205.48 feet, more or less, to the Southwest corner thereof; thence North 03° 25' East 654.76 feet to the South margin of Weyerhaeuser Booth-Kelly Road; thence West along the South line of the Weyerhaeuser Booth-Kelly Road 594.58 feet, more or less, to the West line of said Hixon Donation Land Claim; thence South along the West line of said Hixon Donation Land Claim to a point that is 1523.05 feet North and 1489.0 feet West of the Most Easterly Southeast corner of said Hixon Donation Land Claim; thence East 266.61 feet; thence South 269.67 feet; thence South 60.0 feet to the Southeast corner of that 60.0 foot roadway as described in that Street Deed to the City of Springfield, recorded January 5, 1979, Reception No. 79-00757; thence West 244.61 feet to a point that is 22.0 feet East (at right angles to) of the West line of said Hixon Donation Land Claim; thence South parallel with the West line of said Hixon Donation Land Claim, to the Northwest corner of that certain tract of land conveyed to David N. Birdseye, et ux, by deed recorded February 17, 1950, in Book 409, Page 540, Lane County Oregon Deed Records; thence North 89° 40' East 100 feet to the Northeast corner of said Birdseye tract; thence South along the East line of said Birdseye tract 240.0 feet to the Southeast corner of said Birdseye tract; thence North 89° 40' East 177.30 feet to the angle corner on the East line of said Hixon Donation Land Claim; thence South 89° 48' 30" West along the South line of said Hixon Donation Land Claim to the true point of beginning, in Lane County, Oregon.

TOGETHER WITH that portion of vacated Mt. Vernon Cemetery Road, if any, inuring to said tract of land by operation of law, under Order No. 81-9-30-9, recorded February 17, 1987, Reception No. 8707542, Lane County Official Records, in Lane County, Oregon.

EXCEPTING THEREFROM that portion within the following described tract: A parcel of land lying in the Northeast 1/4 of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows: Commencing at the intersection of South 55<sup>th</sup> Place with the centerline of Ivy Street; and run thence North 88° 00' West along the centerline of said Ivy Street and its Westerly extension, 460.33 feet; thence North 40° 34' 00" West, 38.03 feet to the point of beginning of the parcel herein described; from the point of beginning run thence South 40° 34' 00" East, 85.00 feet; thence South 49° 26' 00" West, 120.00 feet; thence North 40° 34' 00" West, 85.00 feet; thence North 49° 26' 00" East, 120.00 feet to the point of beginning, in Springfield, Lane County, Oregon.

ALSO EXCEPT that portion granted to Lane County by judgment entered December 11, 1998, in Lane County Circuit Court Case No. 16-97-03333, in Lane County, Oregon.

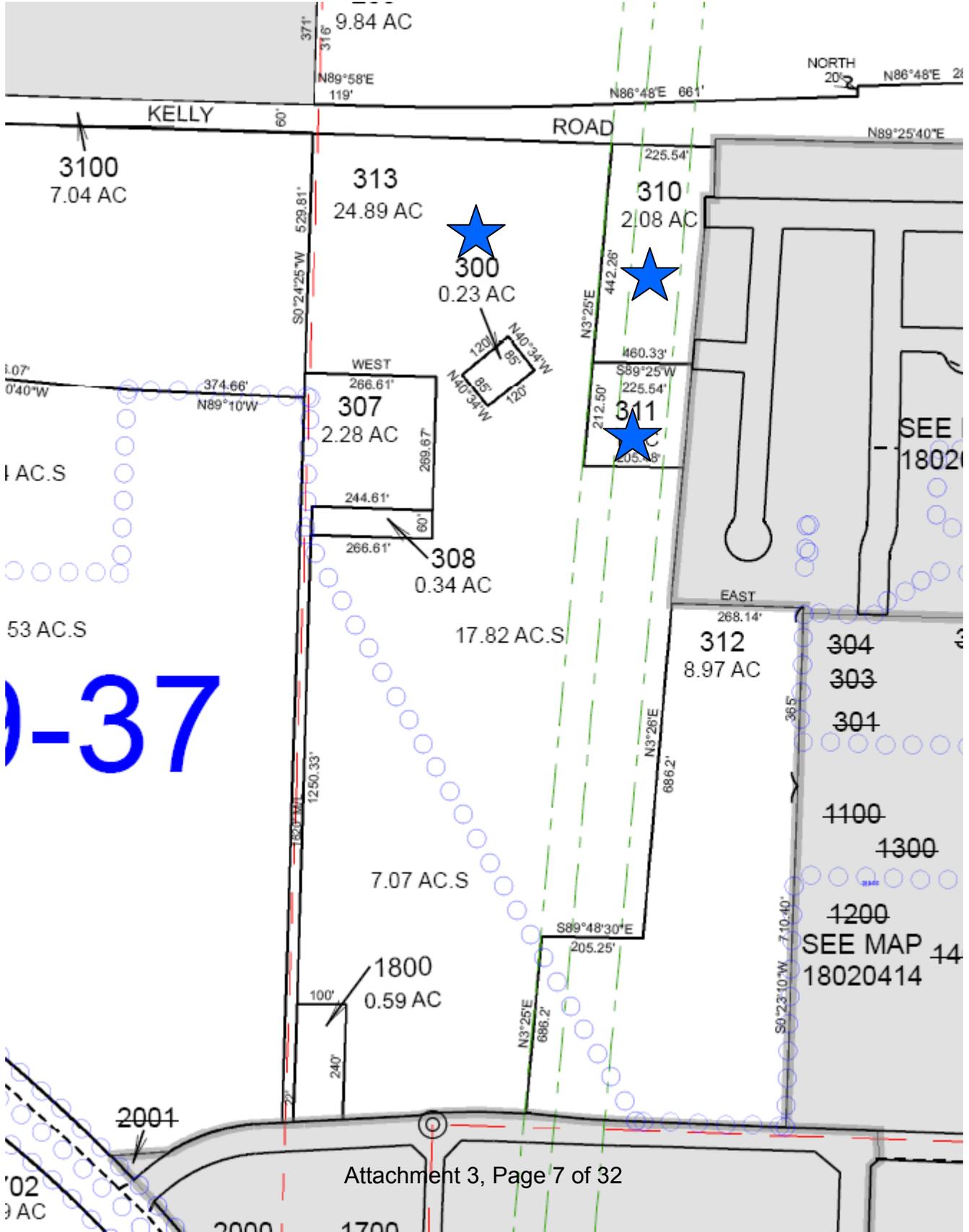




MAP NO.  
18-02-04-00

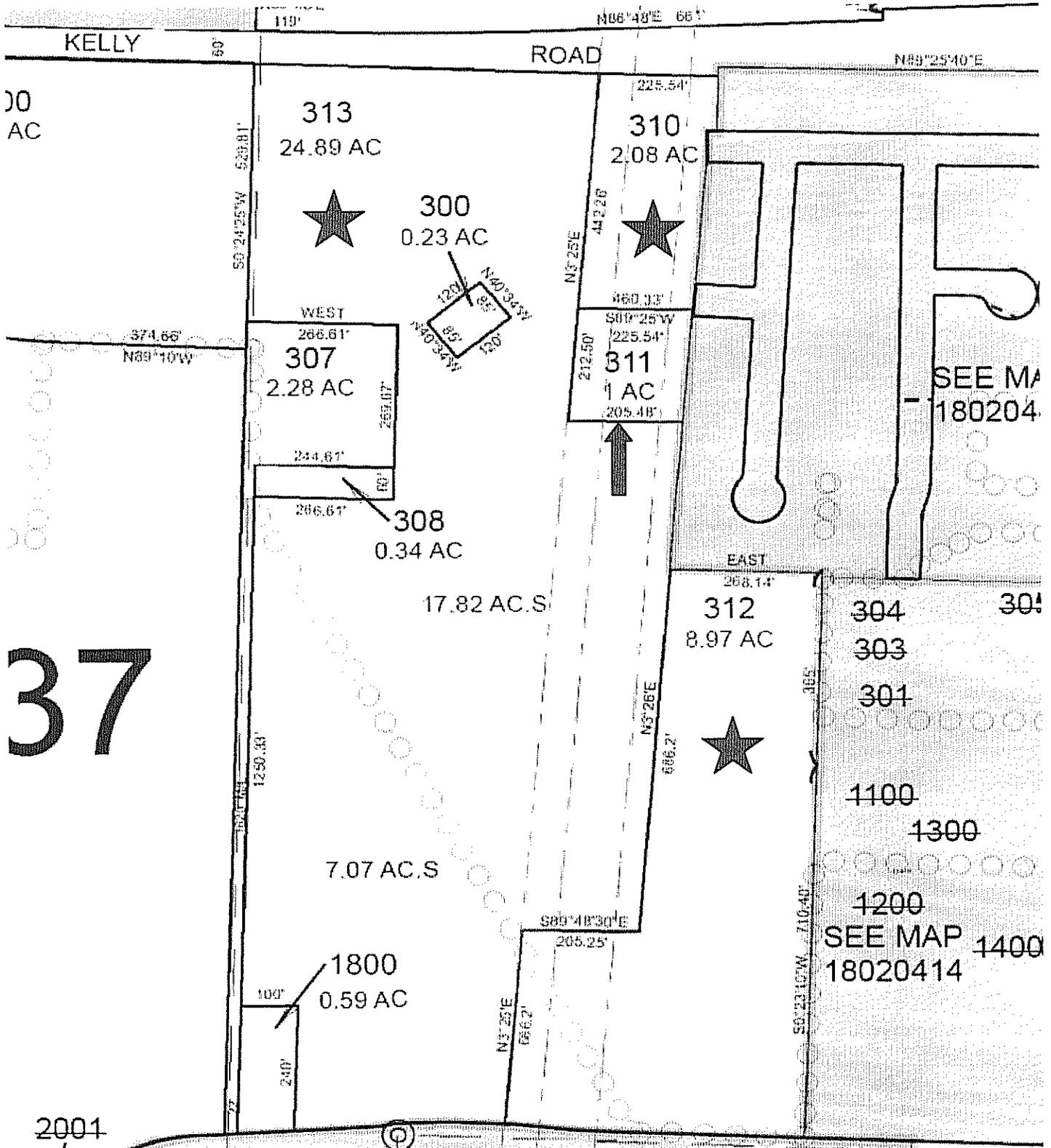


MAP NO.  
18-02-04-00





MAP NO.  
18-02-04-00



37

2001

THIS MAP IS TO ASSIST LOCATING PROPERTY.  
CASCADe TITLE CO. ASSUMES NO LIABILITY FOR INACCURACIES.

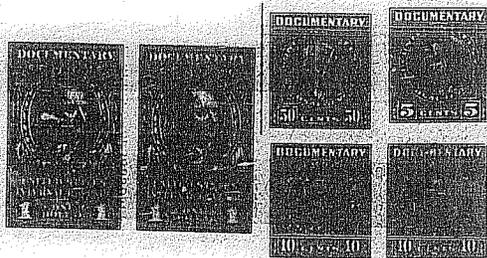
### TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, EDWIN R. WILLIAMS and M. GERTRUDE WILLIAMS, husband and wife,

for and in consideration of the sum of TWO THOUSAND TWO HUNDRED - - - - - Dollars (\$ 2,200.00 ), in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Lane , in the State of Oregon , to wit:

That portion of that part of the R. G. Hixon Donation Land Claim No. 47 in Section 4, Township 18 South, Range 2 West of the Willamette Meridian, Lane County, Oregon, described as: Beginning at a point on the east line of the R. G. Hixon Donation Land Claim No. 47 in Section 4, Township 18 South, Range 2 West, Willamette Meridian, said point being South a distance of 2716.4 feet from the northeast corner of the R. G. Hixon Donation Land Claim No. 86 in Section 33, Township 17 South, Range 2 West, Willamette Meridian; thence West a distance of 1489.0 feet, more or less, to the West line of said Donation Land Claim No. 47; thence South along the West line of said Claim No. 47 to the center of the Lane County Road No. 315; thence Easterly along the center of said County Road and the south line of the north portion of said Claim No. 47 a distance of 18.25 chains; thence North a distance of 22 rods, 1 foot, 2 inches; thence East a distance of 17 rods, 3 feet, 10 inches to the east line of said Claim No. 47; thence north along the east line of said Claim No. 47 to the point of beginning, except therefrom a tract of land containing three acres more or less, deed to the Mount Vernon Cemetery, which lies within a strip of land 225 feet in width, the boundaries of said strip lying 162.5 feet distant westerly from, and 62.5 feet distant easterly from, and parallel to the survey line of the Lebanon-Goshen transmission line, as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 2043 + 14.0 a point on the north line of the R. G. Hixon Donation Land Claim No. 86 in Section 33, Township 17 South, Range 2 West, Willamette Meridian, said point being N. 88° 15' W. a distance of 567.5 feet from the northeast corner of said Donation Land Claim No. 86; thence S. 5° 05' W. a distance of 4752.0 feet to survey station 2095 + 63.0 a point on the north line of the John Smith Donation Land Claim No. 48 in Section 4, Township 18 South, Range 2 West, Willamette Meridian, said point being S. 86° 09' E. a distance of 341.3 feet from the northwest corner of said Donation Land Claim No. 48.



together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 2 day of March, 1949

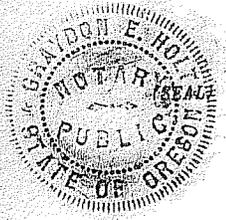
Edwin R. Williams  
Edwin R. Williams

M. Gertrude Williams  
M. Gertrude Williams

STATE OF Oregon )  
 ) ss:  
COUNTY OF Lane )

On the 2 day of March, 1949, personally came before me, a notary public in and for said County and State, the within-named EDWIN R. WILLIAMS and M. GERTRUDE WILLIAMS, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



*Graydon E. Holt*  
Notary Public in and for the  
State of Oregon  
Residing at Portland  
My commission expires: 12-1-49

TRANSMISSION LINE EASEMENT  
88436  
From  
EDWIN R. WILLIAMS ET UX  
to  
UNITED STATES OF AMERICA

State of Oregon,  
County of Lane—ss.  
I, Harry T. Chase, County Clerk and  
ex-officio Recorder of County, do hereby certify  
and for said County, do hereby certify  
that the within instrument was received  
for record at

1949 MAR 9 PM 3 45

and  
Recorded 391 on Page 573-5  
In Book  
Lane County D. E. D. Records.  
HARRY T. CHASE, County Clerk.  
By *Graydon E. Holt* Deputy.  
Return  
Bonneville Power Administration  
Title Dept. Land Section  
P. O. Box No. 3537  
Portland 8, Oregon

### TRANSMISSION LINE EASEMENT

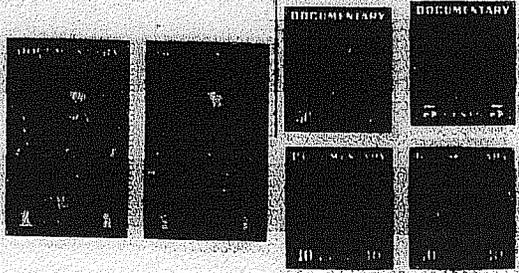
The GRANTOR, herein so styled whether one or more, EDWIN R. WILLIAMS and M. GERTRUDE WILLIAMS, husband and wife,

for and in consideration of the sum of TWO THOUSAND TWO HUNDRED -----  
----- Dollars (\$ 2,200.00 ),

In hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged, hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its assigns, a perpetual easement and right to enter and erect, operate, maintain, repair rebuild, and patrol one or more electric power transmission lines and appurtenant signal lines, poles, towers, wires, cables, and appliances necessary in connection therewith, in, upon, over, under, and across the following-described parcel of land in the County of Lane , in the State of Oregon , to wit:

That portion of that part of the R. G. Hixon Donation Land Claim No. 47 in Section 4, Township 18 South, Range 2 West of the Willamette Meridian, Lane County, Oregon, described as: Beginning at a point on the east line of the R. G. Hixon Donation Land Claim No. 47 in Section 4, Township 18 South, Range 2 West, Willamette Meridian, said point being South a distance of 2716.4 feet from the northeast corner of the R. G. Hixon Donation Land Claim No. 86 in Section 33, Township 17 South, Range 2 West, Willamette Meridian; thence West a distance of 1489.0 feet, more or less, to the West line of said Donation Land Claim No. 47; thence South along the West line of said Claim No. 47 to the center of the Lane County Road No. 315; thence Easterly along the center of said County Road and the south line of the north portion of said Claim No. 47 a distance of 18.25 chains; thence North a distance of 22 rods, 1 foot, 2 inches; thence East a distance of 17 rods, 3 feet, 10 inches to the east line of said Claim No. 47; thence north along the east line of said Claim No. 47 to the point of beginning, except therefrom a tract of land containing three acres more or less, deed to the Mount Vernon Cemetery, which lies within a strip of land 225 feet in width, the boundaries of said strip lying 162.5 feet distant westerly from, and 62.5 feet distant easterly from, and parallel to the survey line of the Lebanon-Goshen transmission line, as now located and staked on the ground over, across, upon, and/or adjacent to the above described property, said survey line being particularly described as follows:

Beginning at survey station 2043 + 14.0 a point on the north line of the R. G. Hixon Donation Land Claim No. 86 in Section 33, Township 17 South, Range 2 West, Willamette Meridian, said point being N. 88° 15' W. a distance of 567.5 feet from the northeast corner of said Donation Land Claim No. 86; thence S. 5° 05' W. a distance of 4752.0 feet to survey station 2095 + 66.0 a point on the north line of the John Smith Donation Land Claim No. 48 in Section 4, Township 18 South, Range 2 West, Willamette Meridian, said point being S. 88° 09' E. a distance of 341.3 feet from the northwest corner of said Donation Land Claim No. 48.



together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 2 day of March, 1949

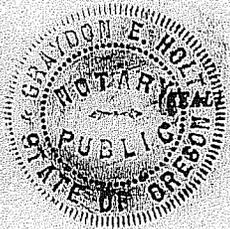
Edwin R. Williams  
Edwin R. Williams

M. Gertrude Williams  
M. Gertrude Williams

STATE OF *Oregon* )  
 ) ss:  
COUNTY OF *Lane* )

On the *2* day of *march*, 1949, personally came before me, a notary public in and for said County and State, the within-named EDWIN R. WILLIAMS and M. GERTRUDE WILLIAMS, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



*Raymond E. Holt*  
Notary Public in and for the  
State of *Oregon*  
Residing at *Portland*  
My commission expires: *12-1-49*

State of Oregon,  
County of Lane—ss.  
I, Harry L. Chase, County Clerk and ex-officio Recorder of Conveyance, in and for said County, do hereby certify that the within instrument was received for record at

1949 MAR 9 PM 3 45

and  
Recorded 391 on Page 573-5  
In Book

Lane County D. E. E. D. Records  
HARRY L. CHASE, County Clerk.  
By *Raymond E. Holt* Deputy.

Return  
Bonneville Power Administration  
Title Unit, Land Section  
P. O. Box No. 5537  
Portland 8, Oregon

TRANSMISSION LINE EASEMENT  
88436

From  
EDWIN R. WILLIAMS ET UX  
to

UNITED STATES OF AMERICA

70889

KNOW ALL MEN BY THESE PRESENTS:

For true and actual consideration of No Dollars, the undersigned hereby grants a perpetual easement to the City of Eugene, Oregon, a municipal corporation, of Lane County, Oregon, by and through the Eugene Water & Electric Board, together with any joint user with whom it may contract, with the right to place, construct, operate, maintain, inspect, reconstruct, repair, keep clear and remove, electric light, electric power, telephone and telegraph equipment, lines, poles, guys and appliances necessary or convenient in connection therewith, upon, across, over and/or under the following described property situated in Lane County, Oregon:

A strip of land 10 feet in width being that part of that tract of land described by that deed recorded in Book 275, Page 298 of Lane County Oregon Deed Records, which lies within 5 feet on each side of the following described line:

Commencing at the Easterly Southeast Corner of the R. G. Hixon Donation Land Claim Number 47, Township 18 South, Range 2 West of the Willamette Meridian, and run thence North along the East Line of said Claim 1509.3 feet to the TRUE POINT OF BEGINNING; thence leaving said East Line of Claim South 75°53' West 37.9 feet; thence South 79°13' West 254.5 feet to EWEB pole number 6710; thence South 88°52' West 250.7 feet; thence North 84°39' West 247.4 feet; thence North 82°08' West 243.8 feet to EWEB pole Number 6713; thence South 87°34' West 159.7 feet; thence North 88°03' West 141 feet to a point and there terminating.

ANCHOR STRIP No. 1

A strip of land 5 feet in width being that part of the above described tract of land which lies within 2.5 feet on each side of the following described line:

Beginning at above described EWEB pole number 6710 run South 1°14' East 21 feet to a point and there terminating.

ANCHOR STRIP No. 2

A strip of land 5 feet in width being that part of said tract, which lies within 2.5 feet on each side of the following described line:

Beginning at above described EWEB pole number 6713 run North 10°54' East 30 feet to a point and there terminating.

The grantee and its joint users shall at all times have the rights and privileges therein necessary or convenient for the full enjoyment and use thereof for the purposes above described, including the right of ingress and egress to and from the real property of the grantors for the purposes herein mentioned; and also the right to remove trees, limbs of trees, undergrowth or other obstructions on said property of the grantors, that overhang or otherwise endanger the property of the grantee. TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever; and the rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

70189

IN WITNESS WHEREOF, the undersigned has executed this instrument this day of Oct 27, 1971.

Witness:

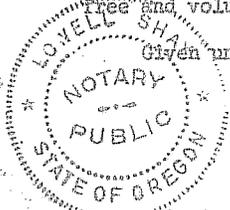
M. Gertrude Williams

STATE OF Oregon ss:  
COUNTY OF Lane

On this day personally appeared before me M. Gertrude Williams

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of October 1971.



Lovell Shaw  
Notary Public in and for the state of Oregon  
residing at  Eugene

My Commission expires: Dec 26, 1972

70189

Easement, Page 2

State of Oregon,  
County of Lane--ss.  
I, D. M. Fenfold, 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

1971 OCT 28 PM 1 37 5

Reel 555R  
Lane County OFFICIAL RECORDS.  
D. M. FENFOLD, Director of the  
Department of Records & Elections.  
By [Signature] Deputy  
C79-083-05

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7000 71948 001-28-71

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3370802

CITY OF SPRINGFIELD

IMPROVEMENT AGREEMENT AND APPLICATION FOR SEWER HOOKUP

We, the undersigned property owners, request permission to connect the following described property to the sanitary sewer owned and maintained by the City of Springfield. We therefore agree to pay a charge of \$0.17 per square foot of the benefiting property for the first 150 feet of depth as a deposit against future assessments for sanitary sewer.

part of:  
Tax Lot No. 18 02 04 00 00300

Receipt No. 10668

Property Description: \_\_\_\_\_ Address 5409 Ivy Street

SEE ATTACHMENT "A"

§149NOV.02'93H03REC 10.00  
§149NOV.02'93H03PFUND 10.00

This agreement does not include the cost of a house connection to said City Sewer, sewer user charges, connection fees, plumbing permits or other such costs to be assumed by the property owner.

The applicant agrees to waive all right to remonstrate against an improvement project for sanitary sewer to be duly initiated by the City Council, but not the right to protest the amount or manner of spreading the assessment thereof, if the same shall appear to Applicant to bear inequitably or unfairly upon said property of Applicant.

NOW THEREFORE, the City agrees that if Applicant complies with the terms of this agreement and with all other applicable laws of the State of Oregon, Lane County, and the City, the said Applicant shall be entitled to connect the existing residence to the public sewer systems.

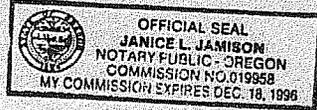
The covenants herein contained shall run with the land herein described, and shall be binding upon the heirs, executors, assigns, administrators, and successors of the parties hereto, and shall be construed to be a benefit and a burden upon the property herein described. This agreement shall be recorded in the Lane County Deed Records.

WHEREFORE, the parties have set their hand and seal this 22 day of October, 1993

CITY OF SPRINGFIELD  
By Dan E. Brown  
Director of Public Works

APPLICANT  
Barbara Parmenter

STATE OF OREGON )  
                          ) SS  
COUNTY OF LANE )  
On this 22 day of October, 1993, the applicant personally appeared before me and signed the above document.



Janice L. Jamison  
Notary Public for Oregon  
My Commission expires 12/18/96

Finance Department Information: \_\_\_\_\_  
Trunk Sewer \_\_\_\_\_ Lateral Sewer 85' \* 120' \* \$0.17/sf = \$1,734.00

RETURN TO:  
CITY OF SPRINGFIELD - PUBLIC WORKS DEPT - 225 FIFTH STREET - SPRINGFIELD, OREGON

M 11  
H 484



9370802

ATTACHMENT "A"

**Schaudt, Stemm & Wild, Inc.**

CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

388 High Street

Eugene, Oregon 97401

503/485-8383

FAX 503/485-3582

March 3, 1993

Job No. 93-4191

**DESCRIPTION FOR BARBARA PARKENTER  
New House Site**

A parcel of land lying in the Northeast 1/4 of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows:

Commencing at the intersection of the centerline of South 55th Place with the centerline of Ivy Street, and run thence North 88°00' West along the centerline of said Ivy Street and its westerly extension, 478.00 feet; thence North 20°00' West, 9.70 feet to the Point of Beginning of the parcel herein described; from the Point of Beginning run thence South 20°00' East, 85.00 feet; thence South 70°00' West, 120.00 feet; thence North 20°00' West, 85.00 feet; thence North 70°00' East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Donn E. Stemm*  
OREGON  
JULY 9, 1980  
DONN E. STEMM  
715

*License expires 12-31-94.*

9370802

State of Oregon,  
County of Lane--ss.  
I, the County Clerk, in and for the said  
County, do hereby certify that the within  
instrument was received for record at

2 NOV 93 2:00

Reel  
**1892R**

Lane County OFFICIAL Records.  
Lane County Clerk

By:

*Donn E. Stemm*  
County Clerk

18 02 04 00 00300  
MII

⊗ H484

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9507275 GRANT OF EASEMENT

\*\*\*\*\*

Pursuant to ORS 205.234, the following information is provided:

- 1. Name of Transaction: Grant of Easement
- 2. Name of Parties: Grantor: Julie Suzanne Ehrich and Linda Christine Bender, Co-Trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992  
Grantee: Barbara K. Parmenter
- 3. Person to Whom Documents to be Returned: *Barbara Parmenter*  
*P.O. Box 10*  
*Truist, Oregon*
- 4. True and Actual Consideration: Other than Money 4256FEB.02 95H07REC 35.00  
4256FEB.02 95H07PFUND 10.00
- 5. Please Send Tax Statements to: No Change 4256FEB.02 95H07A&T FUND 20.00
- 6. Information Required by ORS 205.125: N/A

\*\*\*\*\*

THIS AGREEMENT is made and entered into this 1 day of February, 1995, by and between Julie Suzanne Ehrich and Linda Christine Bender, Co-Trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992, herein referred to as "Grantor" and Barbara K. Parmenter, herein referred to as "Grantee."

RECITALS

WHEREAS, Grantor is the owner of certain real property in Lane County, Oregon, which includes a 20 foot wide driveway as more particularly described as:

A strip of land 20 feet in width and lying 10 feet left and right of the following described centerline: Beginning at the intersection of the centerline of Ivy Street (60. feet wide) with the west boundary of Royal Ridge, as platted and recorded in File 73, Slides 225 and 226, Lane County Oregon Plat Records, and run thence along the center of an existing gravel drive as follows: North 88° 55' West, 83.5 feet; South 83° 31' West, 48.0 feet, South 75° 55' West, 96.5 feet; and South 74° 17' West 115.18 feet to the Point of Termination, in Springfield, Lane County, Oregon.  
The north and south lines of the property herein described terminate at a

9507275

point bearing North 49° 26' East, 23.80 feet and South 49° 26' West, 23.80 feet, respectively, from the above described Point of Termination.

which real property shall hereinafter be referred to as Parcel I;

WHEREAS, Grantee is the owner of that certain real property in Lane County, Oregon, more particularly described as:

A parcel of land lying in the Northeast 1/4 of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows:

Commencing at the intersection of South 55th Place with the centerline of Ivy Street; and run thence North 88° 00' West along the centerline of said Ivy Street and its westerly extension, 460.33 feet; thence North 40° 34' 00" West, 38.03 feet to the Point of Beginning of the parcel herein described; from the Point of Beginning run thence South 40° 34' 00" East, 85.00 feet; thence South 49° 26' 00" West, 120.00 feet; thence North 40° 34' 00" West, 85.00 feet; thence North 49° 26' 00" East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon.

which real property shall hereafter be referred to as Parcel II;

WHEREAS, Parcel I and Parcel II are adjacent to each other in that the western boundary of Parcel I constitutes a portion of the Southeastern boundary line of Parcel II.

WHEREAS, Parcel I consists of a driveway running from Ivy Street, a public roadway to the southeastern boundary line of Parcel II; and

WHEREAS, Grantor has agreed to grant to Grantee an easement for right of way purposes across the existing roadway pursuant to the terms and conditions of this agreement.

W I T N E S S E T H

WHEREFORE in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals: The recitals set forth above are hereby made a part of this agreement as though fully set forth herein.

2. Grant of Easement: Grantor, for itself, its heirs, successors and assigns, as the owner of Parcel I, hereby grants and conveys to Grantee, her heirs, successors and assigns, as the owner of Parcel II, an Irrevocable, non-exclusive easement over and across the existing roadway described above as Parcel I.

Page 2 - GRANT OF EASEMENT

9507275

3. Use of Easement: Grantee shall have the right to use the easement for the purpose of ingress and egress over and across the existing roadway from the public roadway to Parcel II or maintenance to the existing roadway.

4. Maintenance: All costs incurred in improving and maintaining the roadway shall be borne by the parties, or their successors, based upon their use of the roadway.

5. Insurance; Indemnification: Each party shall, upon execution of this instrument provide evidence to the other party that public liability insurance is in force at all times relating to all activities, conditions, operations, and usages on or about Parcel I. Each party hereby indemnifies and holds harmless the other party from any liability arising out of the usage of Parcel I.

6. Condemnation; Dedication: In the event that Parcel I or any part thereof is taken by power of eminent domain, or is conveyed under threat of condemnation and such taking will render the roadway unusable for normal, regular, two-way vehicular ingress and egress, this agreement shall terminate. If such taking does not render the private roadway so unusable, the obligations of the parties shall be abated to the extent of such taking, but this agreement shall otherwise continue in full force and effect. Proceeds from any such condemnation shall belong exclusively to the fee title owner of the property so taken.

If the parties are requested by an appropriate governmental jurisdiction to dedicate Parcel I for public use, or if one of the parties so requests such a dedication, each party shall promptly execute and deliver to such jurisdiction instruments conveying their respective interests in Parcel I for such purposes.

7. Consideration: The parties herein acknowledge that the consideration for the grant of the easement is other than money, and the receipt of which consideration is hereby acknowledged.

8. Easement to Run with the Land: The easement granted by Grantor to Grantee and described hereinabove, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

9. Duration of Agreement: This agreement shall continue in effect until terminated in a writing, signed by the parties hereto or their heirs, successors and assigns, or is otherwise terminated by operation of this agreement.

10. Delivery of Agreement: Delivery to Grantee by Grantor of this instrument is hereby acknowledged.

11. Breach and Remedies: A failure by either party, their heirs, successors and assigns, to perform any of the conditions or obligations specified herein, shall constitute a breach of this agreement. In the event of a breach, the nonbreaching party shall have the right to pursue any and all remedies available, both at law or in equity.

Page 3 - GRANT OF EASEMENT

9507275

12. Waiver: All the rights of the parties hereunder are cumulative, and no waiver of any breach of this agreement shall effect any subsequent breach. No exercise or partial exercise of any remedy shall be construed to preclude the exercise of any other remedy or of the remainder of any such partially exercised remedy at a later time, or of the same remedy at a later time.

13. Effect of Agreement: This agreement contains the full, final and exclusive statement of the contract of the parties hereunder. No warranty, express or implied by either party arises apart from this writing. If any part of this contract is adjudged invalid, the remainder of this contract shall not thereby be invalidated.

14. Litigation Expenses: In the event this contract is placed in the hands of an attorney for enforcement of the provisions contained herein, the prevailing party shall be entitled to reimbursement from the other party a sum equal to all legal costs, including but not limited to, costs of trial, any appeal therefrom and costs of execution of any judgment, including reasonable attorneys' fees incurred by said prevailing party as a result of the breach.

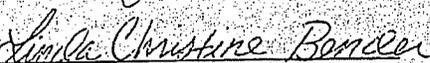
15. Numbers, Genders and Captions: As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter as the context so requires. All captions used herein are intended solely for the convenience of reference and in no way limit any of the provisions of this contract.

Executed in Eugene, Oregon, on the day and year first above written.  
Springfield

  
\_\_\_\_\_  
BARBARA K. PARMENTER

BARBARA K. PARMENTER IRREVOCABLE  
TRUST DATED JULY 15, 1992

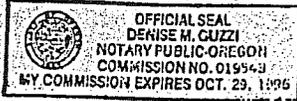
By:   
\_\_\_\_\_  
JULIE SUZANNE EHRIK  
Co-Trustee 

By:   
\_\_\_\_\_  
LINDA CHRISTINE BENDER  
Co-Trustee

STATE OF OREGON )  
: ss. 9507275  
County of Lane )

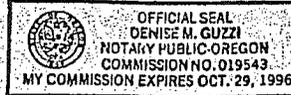
2-1, 1995

Personally appeared the above-named Barbara K. Parmenter who acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



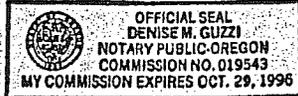
Denise M. Guzzi  
Notary Public for Oregon  
My commission expires: Oct. 29, 1996

STATE OF OREGON )  
: ss.  
County of Lane )



2-1, 1995

Personally appeared the above-named Julie Suzanne Ehrich, as Co-Trustee of the Barbara K. Parmenter Irrevocable Trust, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me:

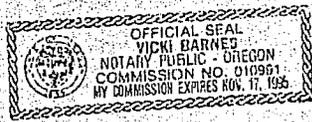


Denise M. Guzzi  
Notary Public for Oregon  
My commission expires: Oct. 29, 1996

STATE OF OREGON )  
: ss.  
County of Lane )

2-1, 1995

Personally appeared the above-named Linda Christine Bender, as Co-Trustee of the Barbara K. Parmenter Irrevocable Trust, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me:



Vicki Barnes  
Notary Public for Oregon  
My commission expires: Nov. 17, 1995

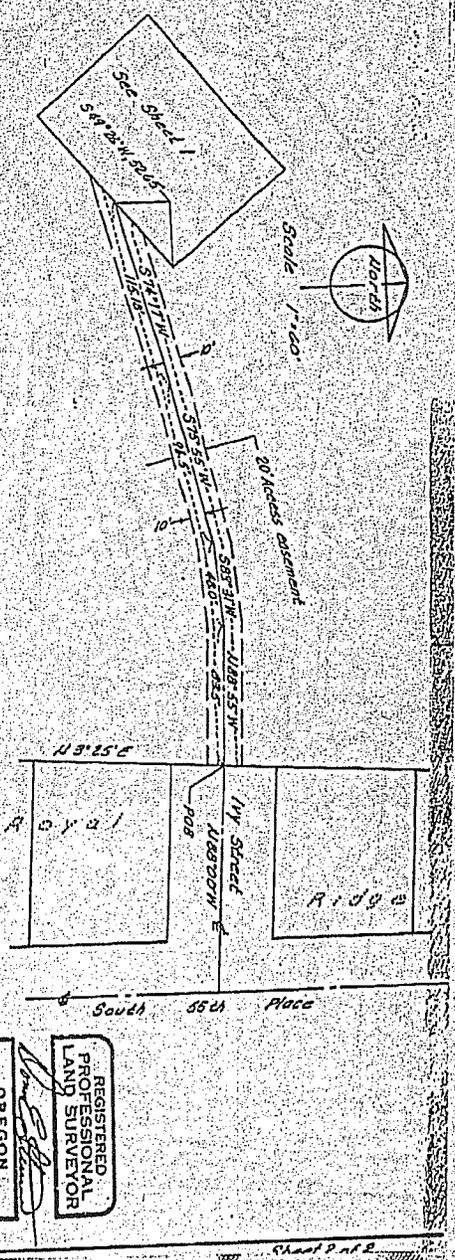
Page 5 - GRANT OF EASEMENT

9507275

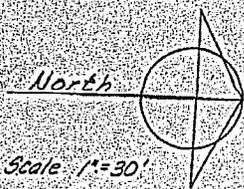
January 27, 1995  
Barbara Parmenter  
5409 Ivy Street  
Springfield, Oregon

Description Access Easement

A easement 20 feet in width for access purposes and lying 10 feet left and right of the following described centerline: Beginning at the intersection of the centerline of Ivy Street (60.0 feet wide) with the west boundary of Royal Ridge, as platted and recorded in File 73, Slides 223 and 226, Lane County Oregon Plat Records, and run thence along the center of an existing gravel drive as follows: North 88°53' West, 83.5 feet; South 83°31' West, 48.0 feet; South 75°55' West, 96.5 feet; and South 74°17' West, 115.18 feet to the point of termination, in Springfield, Lane County, Oregon. The north-south lines of the easement herein described terminate at a point bearing North 49°26' East, 23.80 feet and South 49°26' West, 23.80 feet, respectively, from the above described point of termination.



REGISTERED PROFESSIONAL LAND SURVEYOR  
MARK STEVEN DOWD  
OREGON  
EXPIRES 12/31/95  
EXP. 2-28-92



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
DANE E. STEMM  
Exp. 12/31/26

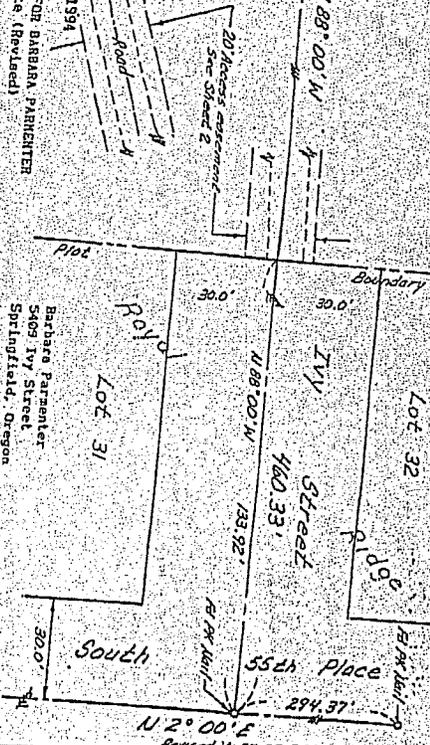
9507275



A parcel of land lying in the Northeast 1/4 of Section 9, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows:

Commencing at the intersection of South 55th Place with the centerline of Ivy Street, and run thence North 88° 26' 00" East, 50.00 feet; thence North 00° 16' 00" West, 118.00 feet to the westerly extension, thence South 49° 26' 20" West, 120.00 feet; beginning run thence South 30° 34' 09" East, 85.88 feet; North 49° 26' 20" East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon.

I, Dane E. Stemm, Registered Professional Land Surveyor, certify that I have inspected the above described property, and I find said property as shown above with buildings thereon located as shown, and I find no part of any building encroached on adjacent property, nor does any building on adjacent property encroach on the above property, except as shown. This does not constitute a boundary survey, and is subject to any inaccuracies that a subsequent boundary survey may disclose.



**Schaudt, Stomm & Wild, Inc.**  
CONSULTING ENGINEERS,  
SURVEYORS AND PLANNERS

9507275

9507275

State of Oregon,  
County of Lane--ss.  
I, the County Clerk, in and for the said  
County, do hereby certify that the within  
instrument was received for record at

2 FEB 95 11: 19

Reel 2037R

Lane County OFFICIAL Records.  
Lane County Clerk

By:   
County Clerk

9508222

GRANT OF EASEMENT

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Pursuant to ORS 205.234, the following information is provided:

- 1. Name of Transaction: Grant of Easement
- 2. Name of Parties:
  - Grantor: Julie Suzanne Ehrich and Linda Christine Bender, Co-Trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992
  - Grantee: Barbara K. Parmenter, as Trustee of the Barbara K. Parmenter Living Trust Dated August 14, 1993
- 3. Person to Whom Documents to be Returned: Barbara K. Parmenter  
P.O. Box D  
Theriot, Oregon 97132
- 4. True and Actual Consideration: Other than Money  
4662FEB:07:95#05REC 25.00
- 5. Please Send Tax Statements to: No Change  
4662FEB:07:95#05PFUND 10:00  
4662FEB:07:95#05A&T: FUND 20:00
- 6. Information Required by ORS 205.125: N/A

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THIS AGREEMENT is made and entered into this 7 day of FEBRUARY, 1995, by and between Julie Suzanne Ehrich and Linda Christine Bender, Co-Trustees of the Barbara K. Parmenter Irrevocable Trust dated July 15, 1992, herein referred to as "Grantor" and Barbara K. Parmenter, as Trustee of the Barbara K. Parmenter Living Trust Dated August 14, 1993, herein referred to as "Grantee."

RECITALS

WHEREAS, Grantor is the owner of certain real property in Lane County, Oregon, which includes a 20 foot wide driveway as more particularly described as:

A strip of land 20 feet in width and lying 10 feet left and right of the following described centerline: Beginning at the intersection of the centerline of Ivy Street (60. feet wide) with the west boundary of Royal Ridge, as platted and recorded in File 73, Slides 225 and 226, Lane County Oregon Plat Records, and run thence along the center of an existing gravel drive as follows: North 88° 55' West, 83.5 feet; South 83° 31'; West, 48.0

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feet, South 75° 55' West, 96.5 feet; and South 74° 17' West 115.18 feet to the Point of Termination, in Springfield, Lane County, Oregon.

The north and south lines of the property herein described terminate at a point bearing North 49° 26' East, 23.80 feet and South 49° 26' West, 23.80 feet, respectively, from the above described Point of Termination.

which real property shall hereinafter be referred to as Parcel I;

WHEREAS, Grantee is the owner of that certain real property in Lane County, Oregon, more particularly described as:

A parcel of land lying in the Northeast 1/4 of Section 4, Township 18 South, Range 2 West of the Willamette Meridian, and being further described as follows:

Commencing at the intersection of South 55th Place with the centerline of Ivy Street, and run thence North 88° 00' West along the centerline of said Ivy Street and its westerly extension, 460.33 feet; thence North 40° 34' 00" West, 38.03 feet to the Point of Beginning of the parcel herein described; from the Point of Beginning run thence South 40° 34' 00" East, 85.00 feet; thence South 49° 26' 00" West, 120.00 feet; thence North 40° 34' 00" West, 85.00 feet; thence North 49° 26' 00" East, 120.00 feet to the Point of Beginning, in Springfield, Lane County, Oregon.

which real property shall hereafter be referred to as Parcel II;

WHEREAS, Parcel I and Parcel II are adjacent to each other in that the western boundary of Parcel I constitutes a portion of the Southeastern boundary line of Parcel II.

WHEREAS, Parcel I consists of a driveway running from Ivy Street, a public roadway to the southeastern boundary line of Parcel II; and

WHEREAS, Grantor has agreed to grant to Grantee an easement for right of way purposes across the existing roadway pursuant to the terms and conditions of this agreement.

#### WITNESSETH

WHEREFORE in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals: The recitals set forth above are hereby made a part of this agreement as though fully set forth herein.

2. Grant of Easement: Grantor, for itself, its heirs, successors and assigns, as the

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owner of Parcel I, hereby grants and conveys to Grantee, her heirs, successors and assigns, as the owner of Parcel II, an irrevocable, non-exclusive easement over and across the existing roadway described above as Parcel I.

3. Use of Easement: Grantee shall have the right to use the easement for the purpose of ingress and egress over and across the existing roadway from the public roadway to Parcel II or maintenance to the existing roadway.

4. Maintenance: All costs incurred in improving and maintaining the roadway shall be borne by the parties, or their successors, based upon their use of the roadway.

5. Insurance; Indemnification: Each party shall, upon execution of this instrument provide evidence to the other party that public liability insurance is in force at all times relating to all activities, conditions, operations, and usages on or about Parcel I. Each party hereby indemnifies and holds harmless the other party from any liability arising out of the usage of Parcel I.

6. Condemnation; Dedication: In the event that Parcel I or any part thereof is taken by power of eminent domain, or is conveyed under threat of condemnation and such taking will render the roadway unusable for normal, regular, two-way vehicular ingress and egress, this agreement shall terminate. If such taking does not render the private roadway so unusable, the obligations of the parties shall be abated to the extent of such taking, but this agreement shall otherwise continue in full force and effect. Proceeds from any such condemnation shall belong exclusively to the fee title owner of the property so taken.

If the parties are requested by an appropriate governmental jurisdiction to dedicate Parcel I for public use, or if one of the parties so requests such a dedication, each party shall promptly execute and deliver to such jurisdiction instruments conveying their respective interests in Parcel I for such purposes.

7. Consideration: The parties herein acknowledge that the consideration for the grant of the easement is other than money, and the receipt of which consideration is hereby acknowledged.

8. Easement to Run with the Land: The easement granted by Grantor to Grantee and described hereinabove, shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

9. Duration of Agreement: This agreement shall continue in effect until terminated in a writing, signed by the parties hereto or their heirs, successors and assigns, or is otherwise terminated by operation of this agreement.

10. Delivery of Agreement: Delivery to Grantee by Grantor of this instrument is hereby acknowledged.

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11. Breach and Remedies: A failure by either party, their heirs, successors and assigns, to perform any of the conditions or obligations specified herein, shall constitute a breach of this agreement. In the event of a breach, the nonbreaching party shall have the right to pursue any and all remedies available, both at law or in equity.

12. Waiver: All the rights of the parties hereunder are cumulative, and no waiver of any breach of this agreement shall effect any subsequent breach. No exercise or partial exercise of any remedy shall be construed to preclude the exercise of any other remedy or of the remainder of any such partially exercised remedy at a later time, or of the same remedy at a later time.

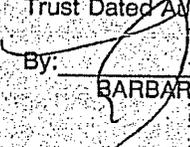
13. Effect of Agreement: This agreement contains the full, final and exclusive statement of the contract of the parties hereunder. No warranty, express or implied by either party arises apart from this writing. If any part of this contract is adjudged invalid, the remainder of this contract shall not thereby be invalidated.

14. Litigation Expenses: In the event this contract is placed in the hands of an attorney for enforcement of the provisions contained herein, the prevailing party shall be entitled to reimbursement from the other party a sum equal to all legal costs, including but not limited to, costs of trial, any appeal therefrom and costs of execution of any judgment, including reasonable attorneys' fees incurred by said prevailing party as a result of the breach.

15. Numbers, Genders and Captions: As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter as the context so requires. All captions used herein are intended solely for the convenience of reference and in no way limit any of the provisions of this contract.

Executed in Springfield, Oregon, on the day and year first above written.  
*Eugene*

BARBARA K. PARMENTER, as Trustee  
of the Barbara K. Parmenter Living  
Trust Dated August 14, 1993

By:   
BARBARA K. PARMENTER

BARBARA K. PARMENTER IRREVOCABLE  
TRUST DATED JULY 15, 1992

By:   
JULIE SUZANNE EHRICH  
Co-Trustee

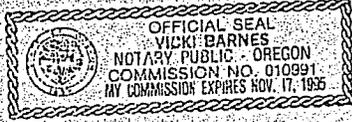
By:   
LINDA CHRISTINE BENDER  
Co-Trustee

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STATE OF OREGON )  
 ) ss.  
County of Lane )

Feb 7, 1995

Personally appeared the above-named Barbara K. Parmenter, as Trustee of the Barbara K. Parmenter Living Trust Dated August 14, 1993, who acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

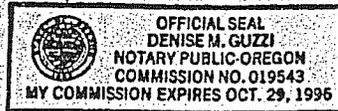


Vicki Barnes  
Notary Public for Oregon  
My commission expires: NOV. 17, 1995

STATE OF OREGON )  
 ) ss.  
County of Lane )

Feb. 7, 1995

Personally appeared the above-named Julie Suzanne Ehrich, as Co-Trustee of the Barbara K. Parmenter Irrevocable Trust, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me:

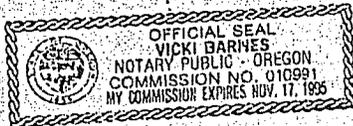


Denise M. Guzzi  
Notary Public for Oregon  
My commission expires: OCT. 29, 1995

STATE OF OREGON )  
 ) ss.  
County of Lane )

Feb 7, 1995

Personally appeared the above-named Linda Christine Bender, as Co-Trustee of the Barbara K. Parmenter Irrevocable Trust, who acknowledged the foregoing instrument to be its voluntary act and deed. Before me:



Vicki Barnes  
Notary Public for Oregon  
My commission expires: NOV. 17, 1995

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State of Oregon,  
County of Lane--vs--

I, the County Clerk, in and for the said  
County, do hereby certify that the within  
instrument was received for record at

7 FEB 9 3: 05

Reel 2038R

Lane County OFFICIAL Records  
Lane County Clerk

By:   
County Clerk