



January 5, 2026

Submitted via electronic mail: [planning@co.marion.or.us](mailto:planning@co.marion.or.us); [aseifer@co.marion.or.us](mailto:aseifer@co.marion.or.us)

Alex Seifer, Assistant Planner  
Marion County Planning Division  
5155 Silverton Rd NE  
Salem, OR 97305

RE: Public Comment on Application Case No. P/V25-018  
Our File No: 46211-00001

Dear Alex:

As you're aware, our office represents Judith McKenney, owner of that certain real property identified as Marion County Assessor Map No. 071W02DB, Tax Lot 1100, commonly known as 220 Schooley Ln, Silverton, Oregon 97381 (the "**McKenney Property**"). Pursuant to Marion County Case No. P/V25-018, Sophia Wood and Jamon Wanker (the "**Applicants**") are proposing to partition Marion County Map No. 071W02DB, Tax Lot 800 (the "**Subject Property**") into two parcels and have requested a variance to develop a total of eight dwellings on the resulting parcels (the "**Application**"). The Application states that the parcels will take access from Schooley Ln NE, a private easement road that is also developed with a bridge across Silver Creek (collectively "**Schooley Ln**"). A hearing on the Application was held on December 16, 2025. The hearing was continued until January 6, 2026, and the record was left open for written testimony. The purpose of this letter is to provide supplemental comments in response to the Application. We respectfully request that this letter be entered into the record for the hearing on the Application referenced above.

We previously submitted a public comment dated December 15, 2025, wherein we raised certain objections to the Application. We also requested a 30-day continuance to allow time to meet with the Applicants and the other users of Schooley Ln in order to discuss an easement agreement since there is

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250 Church Street SE  
Salem, Oregon 97301  
  
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Salem, Oregon 97308  
  
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BEND  
Vision Plaza  
404 SW Columbia St  
Suite 150  
Bend, Oregon 97702  
tel 541.693.1070

not currently a recorded easement agreement that includes all the users of Schooley Ln. A 21-day continuance was granted that included several holidays. We were not able to meet with all the users of Schooley Ln due to the timing constraints of the continuance, but we were able to meet with the Applicants and Erik Douthit, owner of the property commonly known as 251 Schooley Ln, Silverton, Oregon 97381, on December 30, 2025, to discuss a draft agreement. At that meeting, a draft maintenance agreement was discussed by the attendees and minor revisions to said draft agreement were agreed upon by all attendees. Attached hereto as **Exhibit A** is the agreement that was discussed at the meeting, which includes the agreed upon revisions. As stated below, we request a condition of approval that a maintenance agreement substantially similar to the form attached hereto as Exhibit A be entered into by all the users of Schooley Ln and recorded in the real property records of Marion County prior to recording of the final plat.

In response to our previous comment dated December 15, 2025, Staff recommended at the hearing that a decision approving the application should include the phrase "Prior to recording the final plat" as a heading above the conditions of approval. Proposed Condition of Approval 10 in the staff report states that "Both resultant parcels shall be included in any existing road maintenance agreements for the private easement." As stated at the hearing and in our previous comment, this condition is insufficient to demonstrate compliance with the applicable criteria, such as MCC 17.122.020(4), because it does not require that all users of Schooley Ln be included in the agreement. There is not an existing agreement that includes all current users of Schooley Ln. That certain deed recorded in the real property records of Marion County as Volume 370, Page 707 on June 9, 1947, a copy of which was entered into the record at the hearing, is the existing "maintenance agreement" referenced in the Application and staff report. Said deed includes certain terms regarding maintenance, but it is only binding on the successor property owners of the certain real property described therein. It is not an agreement that includes all the users of Schooley Ln. A new agreement needs to be entered into between all the users of Schooley Ln before the final plat is recorded. Otherwise neighboring properties could have significant adverse impacts if an agreement is unable to be reached before the final plat is effective, causing uncertainty as to how maintenance should be conducted and costs should be shared.

We appreciate Staff's willingness to make revisions to the proposed conditions of approval based on our comments and we adopt their recommendation below. However, this change alone is not sufficient to ensure there are no significant adverse impacts on surrounding properties in compliance with the criteria under MCC 17.122.020(4). We request the following to ensure there will be no significant adverse impacts on surrounding properties:

1. The County finds that this approval will not preclude other properties from future development.
2. "Prior to recording the final plat" be applicable to all conditions of approval, as proposed by staff at the hearing.
3. Proposed condition of approval number 14 in the staff report be revised as follows:
  - a. "Applicant shall comply with all comments submitted by the Silverton Fire Department and all requirements of applicable law including but not limited to the Fire Code and development standards for Schooley Ln NE and the bridge. Any improvements or maintenance to Schooley Ln NE or the Schooley Ln Bridge which are necessitated by the

increase in use resulting from the development proposed by the Applicant herein shall be the sole responsibility of the Applicant, including the cost of any permits or approvals which may be required therefore.”

4. Proposed condition of approval 10 in the staff report be revised as follows:
  - a. “Prior to recording the final plat, both resultant parcels shall be included in a maintenance agreement for Schooley Ln with all other owners of real property who use the same, which shall be substantially similar to the form agreement attached hereto as Exhibit A”

Our office respectfully requests a copy of all future notices and decisions in this matter. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Sores".

ALAN M. SOREM  
asorem@sglaw.com  
Voice Message #303

AMS/EAR:arf  
Enclosures  
cc: Client

**Exhibit A**  
**Form of Maintenance Agreement**

[see attached]

MAIL TAX STATEMENTS TO:  
No Change

AFTER RECORDING RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ACCESS EASEMENT MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT MAINTENANCE AGREEMENT (the “*Agreement*”) is made and entered into on \_\_\_\_\_ (the “*Effective Date*”), by and between the undersigned parties.

### RECITALS:

- A. “*Owner*” or “*Owners*” as used herein means owners of the Properties defined below. The purpose of this Agreement is to provide the Owners access over the existing private road commonly known as Schooley Ln NE, including the existing bridge (the “*Bridge*”) apart thereof which provides access across Silver Creek together with all repairs, maintenance, expansions, and relocation thereof (herein collectively the “*Road*”);
- B. “*Grantor A*” as used herein means the Owner of that certain real property commonly known as Marion County Assessor’s Map and Tax Lot No. 071W02DB00900, 224 Schooley Ln, Silverton, Oregon 97381 Marion County, Oregon, which is legally described on *Exhibit A.1* attached hereto and incorporated by this reference herein;
- C. “*Grantor B*” as used herein means the Owner of that certain real property commonly known as Marion County Assessor’s Map and Tax Lot No. 071W02DB00800, 231 Schooley Ln, Silverton, Oregon 97381 Marion County Oregon, which is legally described on *Exhibit A.3* attached hereto and incorporated by this reference herein;
- D. “*Property*” or “*Properties*” as used herein means the real property subject to an easement interest, whether express or otherwise such as an equitable servitude through Oregon common law, for access over the Road. The Properties are legally described on *Exhibit A*, which is attached hereto and incorporated by this reference;
- E. Grantor A and Grantor B (herein collectively the “*Grantors*”) desire to grant and amend the easement over the Road by granting to the other Owners an access easement over and across the Road for the purposes of vehicular and pedestrian access;
- F. The Owners now intend to enter into this Agreement for the use and maintenance of the Road, subject to the terms and conditions herein.

## **AGREEMENT:**

In consideration of the mutual covenants set forth herein, the sufficiency of which is acknowledged, the Owners agree as follows:

### **1. Grant of Easement**

Grantors hereby grant to the Owners a mutual perpetual, non-exclusive easement (the “*Easement*”) over and across the 40-foot-wide strip of land more particularly described in *Exhibit B* attached hereto, which is incorporated by this reference herein (the “*Easement Area*”).

### **2. Maintenance**

#### ***2.1. General Maintenance and Improvements***

The costs of repairing and maintaining the Road and related improvements constructed within the Easement Area shall be shared by the Owners in proportion to the use made of the Easement Area by each Owner, their successors in ownership, and the tenants, invitees, agents, contractors, and employees of each such Owner, and such successors, in accordance with ORS §105.175.

Except with regard to emergency repairs or repairs needed to cure negligence or willful harm, prior to any maintenance or improvements to the Easement Area, an Owner shall provide reasonable written notice prior to the work being performed (the “*Constructing Owner*”). The other Owners (the “*Non-constructing Owners*”) agree to reimburse the Constructing Owner for such maintenance, repairs, or construction activities proportionately in accordance with ORS 105.175. If no objection is raised within the 15-day time-period after the Constructing Owner provides written notice, then the work may be performed, and the Constructing Owner doing the work can present the Non-Constructing Owners with a bill for a proportionate share of the work.

#### ***2.2. Maintenance and Repairs – Cure Negligence and Intentional Damage***

Each Owner shall be solely responsible for repairing any damage caused by an act of negligence or intentional damage by itself or the Owner’s agents, contractors, employees, tenants or invitees. If any Owner is performing necessary repairs or maintenance for damages caused by another Owner’s negligence or willful act, the Owner performing such repairs or maintenance shall provide reasonable written notice of the work to be performed, the company doing the work, and a detailed complete estimate of the cost at least 15 days prior to doing the work, as well as any other information required to give the responding Owner adequate information and opportunity to respond to the request. If no objection is raised within the 15-day time period after providing all relevant information, then the work may be performed and the Owner doing the work can present the liable Owner with a bill for the work.

#### ***2.3. Emergency Repairs***

If any Owner is made aware of emergency safety conditions arising from or related to the Road, that Owner has authority to make emergency repairs as needed. An “emergency safety condition” means a condition that, through no fault of any Owner, or their agents, contractors, employees, tenants, or invitees, makes the Road unpassable or causes an extreme hazard. In such cases, the Owner making the repairs will contact the other Owners as soon as is reasonably practicable, and in no event later than twenty-four hours from being made aware of the emergency safety condition, to notify the other Owners of the emergency safety condition and the need for a repair. The Owner making the emergency repair will then notify the other Owners after the repair of the cost and amount due from the other Owners, as

well as the reasons for making the emergency repair. The Owner making the repairs shall provide an itemized receipt, or other written documentation showing the company that performed the emergency repair and the work that was performed.

#### ***2.4. Reimbursement***

In the event any Owner defaults on payment of any obligation hereunder, in addition to any other remedy available at law or equity, such defaulting Owner shall be obligated to pay interest at the rate of 18% per annum on such amount from the date the amount is due until paid. An Owner shall have thirty (30) calendar days after receipt of a bill from the Owner making repairs in which to make a payment. If no payment is received on the thirty-first (31st) calendar day, the owing Owner shall be considered in default for purposes of this Agreement.

#### ***2.5. Use of Easement Area***

All work within the Easement Area shall be done in an expedient and workmanlike manner and in compliance with all applicable laws, rules, regulations, and ordinances. No barriers or other obstructions, such as new structures or gates, shall be placed in the Easement Area, and no vehicles or equipment shall be parked or stored in the Easement Area, except when loading or unloading. No Owner shall prevent any other Owner's reasonable access or otherwise take any action or fail to take any action that would unreasonably interfere with any other Owner's rights set forth in this Agreement.

#### ***2.6. Unidentified Owners***

If a third party, who is not a party to this Agreement, holds an easement interest in the Easement Area, then the Owners agree to cooperate to amend this Agreement to include said party and to seek reimbursement from said party for any amounts due and owing pursuant to ORS 105.175 and applicable law.

### **3. Scope of Easement**

In addition to the Owner's use of and access over the Easement Area, this Easement shall include the right, privilege and authority of the Owners, and their agents, contractors, employees, tenants, invitees, and any successors to enter upon the Easement Area and grade, level, drain, build, maintain, repair, improve or rebuild the Road as may be necessary or desirable on, over and across the ground embraced within the Easement Area.

### **4. Appurtenant**

This Agreement shall be appurtenant to the Properties, shall run with the land, and the terms and conditions hereof shall be binding on and inure to the benefit of the Owners' heirs, successors and assigns.

### **5. Real Property Taxes**

Each owner of Property described herein shall pay any and all real property taxes assessed to that Owner's parcel without apportionment thereof relating to this Easement.

## **6. Insurance and Indemnity**

Each Owner shall be responsible for obtaining, at its option pursuant to its sole discretion and at its sole expense, liability insurance covering its activities within the Easement Area.

Each Owner shall indemnify, defend, and hold harmless the other Owners from and against any and all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting from the indemnifying Owner's use of the Easement Area, except to the extent caused by the gross negligence or willful misconduct of the indemnified Owner.

## **7. Notice**

Notice under this Agreement may be delivered as set forth in this Section and shall be deemed delivered as set forth herein at the addresses set forth below, or such other address as an Owner may hereafter specify by notice to the other Owners:

### **Grantor A:**

Monica Cavazos  
224 Schooley Ln  
Silverton, OR 97381

### **Grantor B:**

Sophia Wood and Jamon Wanker  
241 Schooley Ln  
Silverton, OR 97381

### **Owner of 220 Schooley Ln:**

Judith McKenney  
220 Schooley Ln  
Silverton, OR 97381

### **Owner of 226 Schooley Ln:**

Brandon Rogers  
226 Schooley Ln  
Silverton, OR 97381

### **Owner of 251 Schooley Ln:**

Erik Douthit  
251 Schooley Ln  
Silverton, OR 97381



<b>Method of delivery</b>	<b>When notice deemed delivered</b>
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email or Fax	the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day)
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline set forth herein for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

## **8. Default and Remedies**

In the event of a breach of any provision of this Agreement, the non-breaching Owner may provide written notice of default to the breaching Owner. If the default is not cured within thirty (30) days after receipt of such notice, the non-breaching Owner may pursue any remedies available at law or in equity, including but not limited to curing the default and seeking reimbursement for the actual cost of such cure from the breaching Owner.

## **9. Attorneys' Fees and Costs of Arbitration**

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, the prevailing Owner shall recover from the losing Owner reasonable attorneys' fees, together with all expenses, which may reasonably be incurred in taking such action, including, but not limited to costs incurred in searching records, the costs of title reports and expert witness fees, and anticipated post-judgment collection costs. If any appeal is taken from any judgment or decree of the trial or bankruptcy court, the losing Owner shall pay the prevailing Owner in the appeal its reasonable attorneys' fees and costs in such appeal. Said sums shall be in addition to all other sums provided by law.

## **10. Severability**

If any provision of this Agreement is determined to be illegal or unenforceable, the validity of the remaining provisions hereof shall not be affected hereby; and such illegal or unenforceable provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

## **11. Time of Essence**

Time is of the essence of the performance of each of the obligations under this Agreement.

## **12. Entire Agreement**

This Agreement and any exhibits hereto, sets forth the entire understanding of the Owners and there are no other representations, warranties, statements, or agreements between the Owners except as expressly set forth in this Agreement.

### **13. Modification**

This Agreement may be amended, modified or terminated only by written agreement of the parties and no such amendment, modification or termination will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded by the parties in the real property records of Marion County, Oregon.

### **14. Nonmerger**

There shall be no merger of any rights or interests created by this Agreement resulting from the Properties being owned or held directly or indirectly by or for the account of the same person or entity, and no such merger shall occur unless and until all persons or entities at the time owning all of the Properties (including, if applicable, the holders of any bona fide first deed of trust or first mortgage) shall join in a written instrument affecting such merger and shall duly record the same.

### **15. Waiver**

No provision of this Agreement will be waived unless such waiver is in writing signed by the waiving Owner. No failure by any Owner to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach, of such provision, of any other provision, or of any right or remedy available under this Agreement or pursuant to applicable law. No waiver of any provision of this Agreement will be a waiver of any other provision of this Agreement or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

In addition, nothing herein is intended to waive any right or remedy any Owner may have against another Owner under applicable law, regardless of whether such Owner is a party to this Agreement.

### **16. Governing Law and Venue**

The Owners hereby submit to jurisdiction in Marion County, Oregon and agree that any and all disputes arising out of or related to this Agreement shall be brought exclusively in Marion County, Oregon and in no federal court or court of another county or state. Each Owner subject to this Agreement further agrees that pursuant to such action, the Owner and the Owner's officers, employees, and other agents shall appear, at that Owner's expense, for deposition in Marion County, Oregon.

### **17. Rule of Construction**

Any rule of construction interpreting a document against its drafter shall be inapplicable.

## **18. Recitals and Exhibits**

The Recitals set forth above and the Exhibits listed below and attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

Exhibit A – Legal Description of Properties

Exhibit B – Depiction of Easement Area

## **19. Counterparts, Electronic Transmission and Electronic Signatures**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile, email transmission or other means of electronic transmission of any signed original document, and retransmission shall be the same as delivery of an original. The Owners agree that this transaction may be conducted and closed by electronic means in accordance with the provisions of the Uniform Electronic Transactions Act (“UETA”) as codified in ORS Chapter 84. At the request of an Owner, the other Owners shall confirm electronically transmitted original signatures or electronic signatures by signing an original document and providing the signed original to the requesting Owner.

IN WITNESS WHEREOF, this Agreement was executed as of the Effective Date written above.

*[signature pages follow]*

**GRANTOR A:**  
**ESTATE OF JAMES C. ROGERS**

BY: \_\_\_\_\_  
Monica Cavazos, Personal Representative

State of Oregon )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, personally appeared Monica Cavazos, as the Personal Representative of the Estate of James C. Rogers, who being duly sworn, did acknowledge the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**GRANTOR A:**  
**MONICA CAVAZOS**

BY: \_\_\_\_\_  
Monica Cavazos

State of Oregon )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, personally appeared Monica Cavazos, who being duly sworn, did acknowledge the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**GRANTOR B:**

**JAMON WANKER**

BY: \_\_\_\_\_

State of Oregon                    )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, personally appeared Jamon Wanker, who being duly sworn, did acknowledge the foregoing instrument to be their voluntary act and deed.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**GRANTOR B:**

**SOPHIA WOOD**

BY: \_\_\_\_\_  
Sophia Wood

State of Oregon                    )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, personally appeared Sophia Wood, who being duly sworn, did acknowledge the foregoing instrument to be their voluntary act and deed.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_









**Exhibit A**

**Legal Description of the Properties**

**Continued on Following Pages**

## Exhibit A.1

### Legal Description of 224 Schooley Ln

Beginning in the Center of Silver Creek at a point which is 19.49 chains South and 0.97 chains North 55°30' East and 8.00 chains South 34°31' East and 20.00 chains South 40°10' East and 1.671 chains South 49°30' West and 235.69 feet South 40°30' East from the one fourth corner between Section 35 of Township 6 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; and Section 2 in Township 7 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence South 40°30' East 226.31 feet; thence North 49°30' East 1.671 chains to the Southwesterly line of Silver Creek Falls Road thence South 40°30' East along the Southwesterly line of said Road 0.80 chains; thence South 51°50' West 2.539 chains; thence South 55°52' West 7.067 chains; thence South 09°48' East 3.27 chains; thence South 39°54' West 5.22 chains to a point on the Northeasterly line of land conveyed to J. C. Curnutt et ux, by deed recorded October 29, 1937 in Volume 230, Page 329, Deed Records for Marion County, Oregon thence North 37°51' West 460.33 feet; thence North 49°10' East 968.00 feet to the place of beginning.

SAVE AND EXCEPT the following described tract;

Beginning in the Center of Silver Creek at a point which is 19.49 chains South and 0.97 chains North 55°30' East and 8.00 chains South 34°31' East and 20.00 chains South 40°10' East and 1.671 chains South 49°30' West and 235.69 feet South 40°30' East from the quarter corner between Section 35 of Township 6 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; and Section 2 in Township 7 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence South 49°10' West 342.91 feet to an iron pipe; thence South 41°36' East 90.00 feet; thence North 49°10' East 158.00 feet; thence South 40°50' East 30.00 feet; thence North 46°10' East to the center of the said Silver Creek; thence Northwesterly along the center of said Creek to the place of beginning.

ALSO SAVE AND EXCEPT that portion of the above described tract lying within the following:

Beginning at a point in the center of the Silver Creek Falls Highway which is South 19.49 chains, North 55° 30' East 97 links, South 34° 31' East 8.00 chains, South 40° 10' East 20.00 chains, North 40° 30' East 46 links and South 40° 30' East 364.00 feet from the quarter section corner in the North line of Section 2, Township 7 South, Range 1 West of the Willamette Meridian, Marion County, Oregon; running thence South 49° 30' West 2.121 chains to the centerline of Silver Creek; thence South 40° 30' East 130.00 feet, more or less, to the Northwesterly line of that 20.00 foot strip of land described in that deed recorded in Volume 370, Page 707, Deed Records, Marion County, Oregon; thence Northeasterly along the Northwesterly line of said strip of land an extension thereof 2.121 chains, more or less, to the center of said highway; thence North 40° 30' West along the center of said highway 130.00 feet, more or less, to the point of beginning.

Subject: to and including a right-of-way and easement for the following described tract of land:

Beginning at a point which is 9.00 feet South 40°50' East from the most Easterly southeast corner of the last above described tract of land; thence North 85°50' West 55.15 feet to the Southeasterly line of the last above described tract of land; thence South 49°10' West along the said Southeasterly line 119.00 feet to the most Southerly corner of the last above described tract of land; thence North 41°36' West 12.00 feet; thence North 49°10' East 178.00 feet; thence

## **Exhibit A.1**

### **Legal Description of 224 Schooley Ln Continued**

South 40°50' East to the Southeasterly line of a tract of land conveyed by deed recorded in Volume 525, Page 494, of the Marion County, Deed Records; thence Southwesterly along the Southeasterly line of said last named tract 20.0 feet to a point which is South 40°50' East from the place of beginning; thence North 40°50' West to the place of beginning.

ALSO subject to and including a right of way and easement for road and roadway purposes in common with others, over a strip of land 30 feet in width, the North line of which 30 foot strip is described as follows:

Beginning in the Center of Silver Creek at a point which is 19.49 chains South and 0.97 chains North 55°30' East and 8.00 chains South 34°31' East and 20.00 chains South 40°10' East and 1.671 chains South 49°30' West and 235.69 feet South 40°30' East from the one forth corner between Section 35 of Township 6 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; and Section 2 in Township 7 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence South 41°36' East 124.21 feet; thence South 47°25' East 26.5 feet; thence South 57°26' East 312.70 feet; thence South 60°51' East 38.11 feet to a point which is Northwesterly from the Southeasterly line of that tract of land conveyed to deed records in Volume 524, Page 494, of the Marion County, Oregon Deed Records; thence Northeasterly parallel with and 30 feet Northwesterly from said Southeasterly line to South Water Street.

ALSO: a one-twelfth interest in a bridge across Silver Creek which is located on the strip of land above described, in common with the other persons having interest thereon.

## Exhibit A.2

### Legal Description of 220 Schooley Ln

Beginning at a point in the center of Silver Creek which is 1.671 Chains South 49° 30' West from a point on the Southwesterly line of Silver Creek Falls Road which is the Southerly extension of South Water Street, Silverton, Oregon, said point being 19.49 chains South, 97 links North 55° 30' East 8.00 chains South 34° 31' East and 20.0 chains South 40° 10' East from the quarter section corner between Sections 35, Township 6 South Range 1 West, and Section 2, Township 7 South, Range 1 West of the Willamette Meridian, Marion County, Oregon; thence South 40° 30' East upstream 235.69 feet to the true place of beginning; thence South 49° 10' West 968.00 feet to an iron pipe on the Southwesterly line of a tract of land conveyed to Floyd Matthews et ux by deed recorded July 13, 1959, in Volume 524, Page 494, Deed Records for Marion County, Oregon, thence North 37° 51' West along said Southwesterly line 536.27 feet to the most Westerly corner thereof; thence North 33° 31' East along the Northwesterly line of said Matthews tract 908.16 feet to the most Northerly corner thereof and on the Northeasterly bank of Silver Creek; thence South 54° 38' East along said bank 67.98 feet; thence South 52° 02' East along said bank 92.40 feet; thence South 56° 10' East along said bank 198.00 feet; thence South 44° East along said bank 198.0 feet; thence South 49° 30' West 37.69 feet to the place of beginning.

#### SAVE AND EXCEPT

Beginning at the most Southerly corner of a tract of land conveyed to E.C. Burns and wife by deed recorded November 16, 1950, in Volume 422, Page 539, Deed Records for Marion County, Oregon, which point is 19.49 chains South .97 of a chain North 55° 30' East, 8.00 chains South 34° 30' East, 20.00 chains South 40° 10' East, 1.10 chains South 49° 50' West from the quarter section corner between Sections 2, Township 7 South, Range 1 West and Section 35, in Township 6 South, Range 1 West, of the Willamette Meridian, Marion County, Oregon (which point of beginning is also on the Northeasterly bank of Silver Creek); thence Northwesterly along the Northeasterly bank of Silver Creek to the most Westerly corner of said Burns Tract; thence South 49° 50' West to the center line of Silver Creek; thence Southeasterly along the center line of Silver Creek to a point South 49° 50' West from the point of beginning; thence North 49° 50' East 37.6 feet, more or less, to the point of beginning.

SAVE AND EXCEPT road and roadways. SUBJECT TO a pipe line easement being a strip of land 10 feet in width on either side of the following described center line:

Beginning at a point which is 235.69 feet South 40° 30' East and 247.09 feet South 49° 10' West from the place of beginning of the above described tract of land; thence North 74° 57' West 335.70 feet; thence North 62° 11' West 332.15 feet; thence South 73° 38' West 64.85 feet; thence South 33° 31' West 30.00 feet to a spring.

### **Exhibit A.3**

#### **Legal Description of 231 Schooley Ln**

##### **PARCEL 2:**

Beginning at a point in the center of the County Road leading from Silverton to Silver Creek Falls; said point being the most Southerly corner situated in said County Road of a 20.50 acre tract of land described in that deed recorded in Volume 192, Page 310, Deed Records for Marion County, Oregon; thence North 40° 30' West 0.30 chains; thence South 51°50' West 1.865 chains; thence South 55°40' West 2.72 chains to the South gate post; thence South 23°20' East 3.40 chains, more or less, to a point in the South line of said 20.50 acre tract; thence North 42° east 2.66 chains to a point in Silver Creek; thence down the stream of said creek to a re-entrant corner of said 20.50 acre tract; thence North 49°30' East to the point of beginning, being situated in the James Smith Donation Land Claim No. 54, Township 7 South, Range 1 West of the Willamette Meridian, in Marion County, Oregon.

ALSO: Beginning at the most Westerly corner of a tract of land conveyed to Perry E. Brown by deed recorded in Volume 118, Page 611, Deed Records for Marion County, Oregon; thence North 42° East 11.29 chains to the most Southerly corner of that tract of land conveyed to William Brinkmeyer by deed recorded in Volume 202, Page 215, Deed Records for Marion County, Oregon; thence North 23°30' West 3.40 chains more or less, to the most Westerly corner of said Brinkmeyer tract; thence South 55°40' West 5.24 chains; thence South 11° East 3.27 chains; thence South 42° West 5.03 chains; thence South 30° East 2.11 chains, more or less, to the point of beginning, being situated in the James Smith Donation Land Claim No. 54, Township 7 South, Range 1 West of the Willamette Meridian in Marion County, Oregon.

## **Exhibit A.4**

### **Legal Description of 241 Schooley Ln**

#### **PARCEL 1:**

Beginning at the most Westerly corner of a 9 1/4 acre tract of land conveyed to Nettie E. Larrabee by deed recorded in Volume 67, Page 361, Deed Records for Marion County, Oregon; thence South 42° West 9.55 chains; thence North 44° West 3.20 chains; thence South 32°45' West 0.45 chain; thence North 39° West 9.05 chains; thence North 42° East 14.00 chains to the center of Silver Creek; thence up the meanderings of said Silver Creek 3.00 chains, more or less to a point which is 2.00 chains South 49°30' West of the most Easterly Southeast corner of that tract of land conveyed to James B. Smith by deed recorded in Volume 70, Page 174, Deed Records for Marion County, Oregon; thence North 49°30' East 2.00 chains to a point in the center of the County Road, said point being the Easterly Southeast corner of said Smith tract; thence South 68°40' East along the center of said road, 4.24 chains; thence South 49° East along the center of said road, 4.00 chains to the Northerly corner of said Larrabee Tract; thence South 42° West 9.69 chains to the place of beginning, being situated in the James Smith Donation Land Claim No. 54, Township 7 South, Range 1 West of the Willamette Meridian in Marion County, Oregon.

## Exhibit A.5

### Legal Description of 251 Schooley Ln

Beginning at the most Westerly corner of a 9 ¼ acre tract of land deeded to Nettie E. Larrabee by Mrs. W. H. Snyder and Helen M. Farnsworth on the 11<sup>th</sup> day of December, 1899 and recorded in Marion County Records, Book of Deeds, Volume 67, Page 361; thence South 42° West 9.60 chains; thence South 48°50' East 10.80 chains; thence North 44° East 9.60 chains; thence North 48°50' West 11.20 chains to the place of beginning, all situated in Section 2, Township 7 South, Range 1 West of the Willamette Meridian, Marion County, Oregon.

ALSO: Beginning at a point on the South line of Section 2 in Township 7 South, Range 1 West of the Willamette Meridian in Marion County, Oregon, said point being 330 feet West of the Southeast corner of said Section 2 and running thence West 396 feet to a corner of the James Smith Donation Land Claim; thence North 44° East 686 feet; thence Southerly 520 feet, more or less, to the place of beginning; situated in Marion County, State of Oregon.

SAVE AND EXCEPT THEREFROM the following described real property: Beginning at the most Westerly corner of a 9 ¼ acre tract of land deeded by Mrs. W.H. Snyder and Mrs. Helen Farnsworth to Nettie E. Larrabee on the 11<sup>th</sup> day of December, 1899, deed of the same recorded in Marion County Records, Book of Deeds, Volume 67, Page 361; thence South 42° West 15 feet; thence South 46°42' East 392 feet; thence South 38°45' East 340 feet, more or less, to a point in the Northwest line of property deeded to Donald R. Burch and Frances N. Burch by Amelia Drake and Ernest Drake, her husband, and Geraldine Olive Kelley and Clifford W. Kelley, her husband; said point being 106 feet from the most Southerly corner of said 9 ¼ acre tract, Southwesterly along the Northwesterly line of property now owned by Donald R. Burch and Frances N. Burch; thence Northerly 106 feet to the most Southerly corner of said 9 ¼ acre tract; thence North 48°50' West along the Southwesterly line of said 9 ¼ acre tract 729 feet, more or less, to the place of beginning, situated in Marion County, State of Oregon.



## Exhibit A.6

### Legal Description of 226 Schooley Ln

Beginning in the center of Silver Creek at a point which is 19.49 chains South and 0.97 chains North 55° 30' East and 8.00 chains South 34° 31' East and 20.00 chains South 40° 10' East and 1.671 chains South 49° 30' West and 235.69 feet South 40° 30' East from the quarter corner between Section 35 of Township 6 South, Range 1 West of the Willamette Meridian in Marion County, Oregon, and Section 2 in Township 7 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence South 49° 10' West 342.91 feet to an iron pipe; thence South 41° 36' East 90.00 feet; thence North 49° 10' East 158.00 feet; thence South 40° 50' East 30.00 feet; thence North 48° 10' East to the center of the said Silver Creek; thence Northwesterly along the center of the said creek to the place of beginning.  
Real Property Tax Account No. 49569-000

TOGETHER WITH a right-of-way for road and roadway purposes in common with others, over a strip of land 30 feet in width, the North line of which 30 foot strip is described as follows: Beginning at a point which is 19.49 chains South and 0.97 chains North 55° 30' East and 8.00 chains South 34° 31' East and 20.00 chains South 40° 10' East and 235.69 feet South 40° 30' East and 342.91 feet South 49° 10' West from the quarter corner between Section 35 of Township 6 South Range 1 West of the Willamette Meridian in Marion County, Oregon and Section 2 in Township 7 South Range 1 West of the Willamette Meridian in Marion County, Oregon; thence South 41° 36' East 124.21 feet; thence South 47° 25' East 26.5 feet; thence South 57° 26' East 31.70 feet; thence South 60° 51' East 38.11 feet to a point which is 30 feet Northwesterly from the Southeasterly line of the tract of land conveyed by deed recorded in Volume 524, Page 494, of the Marion County, Oregon Deed Record; thence Northeasterly parallel with and 30 feet Northwesterly from said Southeasterly line to South Water Street

TOGETHER WITH a right-of-way easement over the following described tract: Beginning at a point which is 9.00 feet South 40° 50' East from the most Easterly Southeast corner of the herein described property; thence North 85° 50' West 55.15 feet to a Southeasterly line of the herein described property; thence South 49° 10' West along the said Southeasterly line 119.00 feet to the most Southerly corner of the herein described property; thence North 41° 36' West 12.00 feet; thence North 49° 10' East 178.00 feet; thence South 40° 50' East to the Southeasterly line of a tract of land conveyed by deed recorded in Volume 524, Page 494, of the Marion County Deed Records; thence Southwesterly along the Southeasterly line of the herein described parcel 20.0 feet to a point which is South 40° 50' East from the place of beginning; thence North 40° 50' West to the place of beginning.

TOGETHER WITH the remaining interest in and to the roadway which runs along the Southeasterly line of the tract described in Deed recorded in Volume 524, Page 494, of Marion County, Oregon Deed Records, and the bridge by which said roadway crosses Silver Creek, said interest being in common with other users.

## Exhibit A.6

### Legal Description of 226 Schooley Ln Continued

TOGETHER WITH a permanent easement ten feet in width for the installation, operation and maintenance of a water pipeline over and across the 14 and 1/2 acre parcel deed to Edward T. McKinney and Alice T. McKinney, husband and wife, on September 26, 1963, recorded in Volume 577, Page 578, Deed Records, Marion County, Oregon, the center line of which easement way is described as follows: Beginning at a point which is 235.69 feet South 40° 30' East and 247.09 feet South 49° 10' West from the place of beginning of the herein described parcel of land; thence North 74° 57' West 335.70 feet; thence North 62° 11' West 332.15 feet; thence South 73° 38' West 64.85 feet; thence South 33° 31' West 30 feet to a spring, and also reserving unto said grantors all of said spring, together with a convenient area surrounding said spring for the care and maintenance of the same. The grantees, their successors and assigns, shall have the right to relocate the above described water pipeline and easement, at their own expense, provided such relocation is accomplished in a good workmanlike manner and without substantial inconvenience to the users of said pipeline.

## **Exhibit B**

### **Description of Easement Area**

A 40-foot wide strip of land, the center line of which is located over the common boundary line between that real property commonly known as Marion County Assessor's Map and Tax Lot No. 071W02DB00900, 224 Schooley Ln, Silverton, Oregon 97381 Marion County, Oregon and legally described on Exhibit A.1 attached hereto, and that real property commonly known as Marion County Assessor's Map and Tax Lot No. 071W02DB00800, 231 Schooley Ln, Silverton, Oregon 97381 Marion County Oregon and legally described on Exhibit A.3 attached hereto, which said center line is legally described as follows:

Beginning on the Southwesterly line of the county road also known as the Silver Creek Falls Highway in Section 2 and in the James Smith D.L.C. No. 54, Township 7 South Range 1 West of the Willamette Meridian, Marion County, Oregon, at the most Easterly corner of land conveyed to L. Harvey Vence and wife, by deed recorded March 15, 1946 in Volume 341, Page 158 Deed Records; thence South  $51^{\circ} 50'$  West 2.539 chains; thence South  $55^{\circ} 52'$  West 7.067 chains to an iron pipe at an angle in the Southeasterly line of said Vence lands.