



State of Oregon  
 Water Resources Department  
 725 Summer Street NE, Suite A  
 Salem, Oregon 97301-1266  
 (503) 986-0900

# Application for Permanent Water Right Transfer

## Part 1 of 5 – Minimum Requirements Checklist

**This transfer application will be returned if Parts 1 through 5 and all required attachments are not completed and included.**  
 For questions, please call (503) 986-0900, and ask for Transfer Section.

**Check all items included with this application. (N/A = Not Applicable)**

- Part 1 – Completed Minimum Requirements Checklist.
- Part 2 – Completed Transfer Application Map Checklist.
- Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the new online fee calculator at: [http://apps.wrd.state.or.us/apps/misc/wrd\\_fee\\_calculator](http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator). If you have questions, call Customer Service at (503) 986-0801.
- Part 4 – Completed Applicant Information and Signature.
- Part 5 – Information about Water Rights to be Transferred: **How many water rights are to be transferred? 1 List them here: Certificate 37850**  
 Please include a separate Part 5 for each water right. (See instructions on page 6)

**Attachments:**

- Completed Transfer Application Map.
- Completed Evidence of Use Affidavit and supporting documentation.
- N/A Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land the water right is on.)
- N/A Supplemental Form D – For water rights served by or issued in the name of an irrigation district. Complete when the transfer applicant is not the irrigation district.
- N/A Oregon Water Resources Department’s Land Use Information Form with approval and signature (or signed land use form receipt stub) from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if all of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone.
- N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation.
- N/A Geologist Report for a change from a surface water point of diversion to a ground water point of appropriation (well), if the proposed well is more than 500’ from the surface water source and more than 1000’ upstream or downstream from the point of diversion. See OAR 690-380-2130 for requirements and applicability.

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(For Staff Use Only)

**WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):**

<input type="checkbox"/> Application fee not enclosed/insufficient <input type="checkbox"/> Land Use Form not enclosed or incomplete <input type="checkbox"/> Additional signature(s) required Other/Explanation _____	<input type="checkbox"/> Map not included or incomplete <input type="checkbox"/> Part _____ is incomplete
---	--

Staff: \_\_\_\_\_ 503-986-0 \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## Part 2 of 5 – Transfer Application Map Checklist

Your transfer application will be returned if any of the map requirements listed below are not met.

Please be sure that the transfer application map you submit includes all the required items and matches the existing water right map. Check all boxes that apply.

- N/A Certified Water Right Examiner (CWRE) Stamp and Original Signature. For a list of CWREs, see [http://apps.wrd.state.or.us/apps/wr/cwre\\_license\\_view/](http://apps.wrd.state.or.us/apps/wr/cwre_license_view/). CWRE stamp and signature are not required for substitutions.
- N/A If **more than three** water rights are involved, separate maps are needed for each water right.
- Permanent quality printed with dark ink on good quality paper.
- The size of the map can be 8½ x 11 inches, 8½ x 14 inches, 11 x 17 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, one extra copy is required.
- A north arrow, a legend, and scale.
- The scale of the map must be: 1 inch = 400 feet, 1 inch = 1,320 feet, the scale of the Final Proof/Claim of Beneficial Use Map (the map used when the permit was certificated), the scale of the county assessor map if the scale is not smaller than 1 inch = 1,320 feet, or a scale that has been pre-approved by the Department.
- Township, Range, Section, ¼ ¼, DLC, Government Lot, and other recognized public land survey lines.
- Tax lot boundaries (property lines) are required. Tax lot numbers are recommended.
- Major physical features including rivers and creeks showing direction of flow, lakes and reservoirs, roads, and railroads.
- Major water delivery system features from the point(s) of diversion/appropriation such as main pipelines, canals, and ditches.
- Existing place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If less than the entirety of the water right is being changed, a separate hachuring is needed for lands left unchanged.
- N/A Proposed place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions.
- Existing point(s) of diversion or well(s) with distance and bearing or coordinates from a recognized survey corner. This information can be found in your water right certificate or permit.
- N/A If you are proposing a change in point(s) of diversion or well(s), show the proposed location and label it clearly with distance and bearing or coordinates. If GPS coordinates are used, latitude-longitude coordinates may be expressed as either degrees-minutes-seconds with at least one digit after the decimal (example – 42°32'15.5") or degrees-decimal with five or more digits after the decimal (example – 42.53764°).

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## Part 4 of 5 – Applicant Information and Signature

### Applicant Information

APPLICANT/BUSINESS NAME <b>Mayfield Farms LLC c/o Chuck Eggert</b>		PHONE NO. <b>(503) 303-0360</b>	ADDITIONAL CONTACT NO.
ADDRESS <b>18555 SW Teton Ave</b>		FAX NO.	
CITY <b>Tualatin</b>	STATE <b>OR</b>	ZIP <b>97062</b>	E-MAIL
<b>BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.</b>			

**Agent Information** – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT/BUSINESS NAME <b>Doann Hamilton/Pacific Hydro-Geology, Inc.</b>		PHONE NO. <b>(503) 632-5016</b>	ADDITIONAL CONTACT NO. <b>(503) 349-6946 (cell)</b>
ADDRESS <b>18487 S. Valley Vista Road</b>		FAX NO. <b>(503) 632-5983</b>	
CITY <b>Mulino</b>	STATE <b>OR</b>	ZIP <b>97042</b>	E-MAIL <b>phgdmh@gmail.com</b>
<b>BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.</b>			

Explain in your own words what you propose to accomplish with this transfer application, and why:  
**We need to correct the location of the authorized well and add additional wells to give us our full allowed rate.**

If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

Check this box if this project is fully or partially funded by the American Recovery and Reinvestment Act. (Federal stimulus dollars)

#### Check One Box

- By signing this application, I understand that, upon receipt of the draft preliminary determination and prior to Department approval of the transfer, I will be required to provide landownership information and evidence that I am authorized to pursue the transfer as identified in OAR 690-380-4010(5); **OR**
- I affirm the applicant is a municipality as defined in ORS 540.510(3)(b) and that the right is in the name of the municipality or a predecessor; **OR**
- I affirm the applicant is an entity with the authority to condemn property and is acquiring by condemnation the property to which the water right proposed for transfer is appurtenant and have supporting documentation.

**By my signature below, I confirm that I understand:**

- Prior to Department approval of the transfer application, I may be required to submit payment to the Department for publication of a notice in a newspaper with general circulation in the area where the water right is located, once per week for two consecutive weeks. If more than one qualifying newspaper is available, I suggest publishing the notice in the following newspaper: Albany Democrat-Herald.
- Amendments to the application may only be made in response to the Department's Draft Preliminary Determination (DPD). The applicant will have a period of at least 30 days to amend the application to address any issues identified by the Department in the DPD, or to withdraw the application. Note that amendments may be subject to additional fees, pursuant to ORS 536.050.
- Failure to complete an approved change in place of use and/or change in character of use, will result in loss of the water right (OAR 690-380-6010).

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I (we) affirm that the information contained in this application is true and accurate.

Charles W Egert  
Applicant Signature

Charles W Egert  
Print Name and title if applicable

5/31/19  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Print Name and title if applicable

\_\_\_\_\_  
Date

Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located?  Yes  No *If NO, include signatures of all deeded landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent (and mailing and/or e-mail addresses) from all landowners or individuals/entities to which the water right(s) were conveyed.*

Check the following boxes that apply:

- The applicant is responsible for completion of change(s). Notices and correspondence should continue to be sent to the applicant.
- The receiving landowner will be responsible for completing the proposed change(s) after the final order is issued. Copies of notices and correspondence should be sent to this landowner.
- Both the receiving landowner and applicant will be responsible for completion of change(s). Copies of notices and correspondence should be sent to this landowner and the applicant.

At this time, are the lands in this transfer application in the process of being sold?  Yes  No

If YES, and you know who the new landowner will be, please complete the receiving landowner information table below. If you do not know who the new landowner will be, then a request for assignment will have to be filed for at a later date.

If a property sells, the certificated water right(s) located on the land belong to the new owner, unless a sale agreement or other document states otherwise. For more information see: <http://www.oregon.gov/owrd/docs/transfer-propertytransactions.pdf>

RECEIVING LANDOWNER NAME <b>NA</b>			PHONE NO.	ADDITIONAL CONTACT NO.
ADDRESS				FAX NO.
CITY	STATE	ZIP	E-MAIL	

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Describe any special ownership circumstances here: NA

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Check here if any of the water rights proposed for transfer are or will be located within or served by an irrigation or other water district. (Tip: Complete and attach Supplemental Form D.)

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IRRIGATION DISTRICT NAME <b>NA</b>	ADDRESS		
CITY	STATE	ZIP	

Check here if water for any of the rights supplied under a water service agreement or other contract for stored water with a federal agency or other entity.

ENTITY NAME <b>NA</b>	ADDRESS		
CITY	STATE	ZIP	

To meet State Land Use Consistency Requirements, you must list all county, city, municipal corporation, or tribal governments within whose jurisdiction water will be diverted, conveyed or used.

ENTITY NAME <b>Linn Co. Planning and Building Department</b>	ADDRESS <b>300 SW 4<sup>th</sup> Ave</b>		
CITY <b>Albany</b>	STATE <b>Oregon</b>	ZIP <b>97321</b>	

ENTITY NAME	ADDRESS		
CITY	STATE	ZIP	

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## Part 5 of 5 – Water Right Information

Please use a separate Part 5 for each water right being changed. See instructions on page 6, to copy and paste additional Part 5s, or to add additional rows to tables within the form.

**CERTIFICATE # 37850**

### Description of Water Delivery System

System capacity: 0.53 cubic feet per second (cfs) **OR**

\_\_\_\_\_ gallons per minute (gpm)

Describe the current water delivery system or the system that was in place at sometime within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. **Water is pumped from the well using a 15 Hp pump where portable mainlines can be attached to the well head to supply additional mainlines with hydrants to which hard hose travelers with large bore impact sprinklers are attached.**

**Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)**  
(Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L- )	Twp			Rng			Sec		Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
										1/4		
Well 1	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	NA	10	S	3	W	18	SW	NE	DLC 70	2,550 feet south and 1,440 feet west from the NW [should be NE - scrivener's error on certificate] corner, DLC 70.	
Well 1	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	LINN 4869	10	S	3	W	18	SW	NE	DLC 70	2,550 feet south and 1,440 feet west from the NE corner, Section 18.	
Well 2	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	LINN 61316	10	S	3	W	18	SW	NE	DLC 70	2,345 feet south and 1,530 feet west from the NE corner, Section 18.	
Well 3	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	NA	10	S	3	W	18	NW	SE	DLC 70	1,980 feet north and 2,485 feet west from the SE corner, Section 18.	
Well 4	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	LINN 4871	10	S	3	W	18	NW	SE	DLC 70	1,375 feet north and 1,700 feet west from the SE corner, Section 18.	
Well 5	<input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Proposed	NA	10	S	3	W	18	NW	NE	DLC 70	1,320 feet south and 2,420 feet west from the NE corner, Section 18.	

**Check all type(s) of change(s) proposed below (change "CODES" are provided in parentheses):**

- |   |  |
|---|--|
| <input type="checkbox"/> Place of Use (POU)                   | <input type="checkbox"/> Supplemental Use to Primary Use (S to P)            |
| <input type="checkbox"/> Character of Use (USE)               | <input checked="" type="checkbox"/> Point of Appropriation/Well (POA)        |
| <input type="checkbox"/> Point of Diversion (POD)             | <input checked="" type="checkbox"/> Additional Point of Appropriation (APOA) |
| <input type="checkbox"/> Additional Point of Diversion (APOD) | <input type="checkbox"/> Substitution (SUB)                                  |

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- Surface Water POD to Ground Water POA (SW/GW)       Government Action POD (GOV)

**Will all of the proposed changes affect the entire water right?**

- Yes Complete only the Proposed ("to" or "on" lands) section of Table 2 on the next page. Use the "CODES" listed above to describe the proposed changes.
- No Complete all of Table 2 to describe the portion of the water right to be changed.

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Please use and attach additional pages of Table 2 as needed.  
See page 6 for instructions.

Do you have questions about how to fill-out the tables?  
Contact the Department at 503-986-0900 and ask for Transfer Staff.

**Table 2. Description of Changes to Water Right Certificate # 37850**

List the change proposed for the acreage in each 1/4 1/4. If more than one change is proposed, specify the acreage associated with each change.  
If there is more than one POD/POA involved in the proposed changes, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands) The listing that appears on the certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.										Proposed Changes (see "CODES" from previous page)	PROPOSED (the "to" or "on" lands) The listing as it would appear AFTER PROPOSED CHANGES are made.													
Twp	Rng	Sec	1/4	1/4	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)		Priority Date	Twp	Rng	Sec	1/4	1/4	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date		
											POA, APOA	10	S	3	W	18	SW	NE	401, 402	DLC 70	19.2	IR	Proposed Wells 1,2,3,4,5	May 15, 1968
											POA, APOA	10	S	3	W	18	SE	NE	402	DLC 70	22.8	IR	Proposed Wells 1,2,3,4,5	May 15, 1968
TOTAL ACRES:											TOTAL ACRES:										42.0			

Additional remarks: None.

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**For Place of Use or Character of Use Changes - NA**

Are there other water right certificates, water use permits or ground water registrations associated with the “from” or the “to” lands?  Yes  No

If YES, list the certificate, water use permit, or ground water registration numbers: NA.

Pursuant to ORS 540.510, any “layered” water use such as an irrigation right that is supplemental to a primary right proposed for transfer must be included in the transfer or be cancelled. Any change to a ground water registration must be filed separately in a ground water registration modification application.

**For Substitution** (ground water supplemental irrigation will be substituted for surface water primary irrigation)

Ground water supplemental Permit or Certificate # NA.  
Surface water primary Certificate # NA.

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**For a change from Supplemental Irrigation Use to Primary Irrigation Use**

Identify the primary certificate to be cancelled. Certificate # NA

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**For a change in point(s) of appropriation (well(s)) or additional point(s) of appropriation:**

Well log(s) are attached for each authorized and proposed well(s) that are clearly labeled and associated with the corresponding well(s) in Table 1 above and on the accompanying application map.

**Tip:** You may search for well logs on the Department’s web page at:

[http://apps.wrd.state.or.us/apps/gw/well\\_log/Default.aspx](http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx)

**AND/OR**

Describe the construction of the authorized and proposed well(s) in Table 3 for any wells that do not have a well log. For *proposed wells not yet constructed or built*, provide “a best estimate” for each requested information element in the table. The Department recommends you consult a licensed well driller, geologist, or certified water right examiner to assist with assembling the information necessary to complete Table 3.

**Table 3. Construction of Point(s) of Appropriation**

Any well(s) in this listing must be clearly tied to corresponding well(s) described in Table 1 and shown on the accompanying application map. Failure to provide the information will delay the processing of your transfer application until it is received. The information is necessary for the department to assess whether the proposed well(s) will access the same source aquifer as the authorized point(s) of appropriation (POA). The Department is prohibited by law from approving POA changes that do not access the same source aquifer.

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well: OWRD Well ID Tag No.	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well -specific rate (cfs or gpm). If less than full rate of water right
Authorized Well 1	No	This well not constructed in the authorized location – See Proposed Well 1								
Proposed Well 1	Yes	SEE WELL LOG LINN 4869								
Proposed Well 2	Yes	SEE WELL LOG LINN 61316								
Proposed Well 3	No	NA	100 feet	10-12 inch	0 to 100 feet	0 to 20 feet	TBD	NA	Alluvium	100-200 gpm

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well: OWRD Well ID Tag No. L-	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well-specific rate (cfs or gpm). If less than full rate of water right
Proposed Well 4	Yes	SEE WELL LOG LINN 4871								
Proposed Well 5	No	NA	100 feet	10-12 inch	0 to 100 feet	0 to 20 feet	TBD	NA	Alluvium	100-200 gpm

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# Application for Water Right Transfer

## Evidence of Use Affidavit



Oregon Water Resources Department  
 725 Summer Street NE, Suite A  
 Salem, Oregon 97301-1266  
 (503) 986-0900  
 www.wrd.state.or.us

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing. Supporting documentation must be attached.

State of Oregon )  
 ) ss  
 County of LINN)

I, CHARLES EGGERT, in my capacity as OWNER / OPERATOR,  
 mailing address 18555 SW TETON AVE TUALATIN, OR 97062

telephone number (503) 303-0360, being first duly sworn depose and say:

1. My knowledge of the exercise or status of the water right is based on (check one):

- Personal observation                       Professional expertise

2. I attest that:

Water was used during the previous five years on the **entire** place of use for Certificate # 37850; **OR**

My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)

**OR**

- Confirming Certificate # \_\_\_\_\_ has been issued within the past five years; **OR**
- Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: \_\_\_\_\_ (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); **OR**
- The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.
- Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # \_\_\_\_\_ (For Historic POD/POA Transfers)

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(continues on reverse side)

13194 OWRD  
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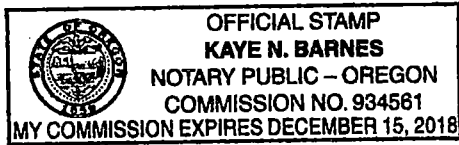
3. The water right was used for: (e.g., crops, pasture, etc.): PASTURE GRASS

4. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.

*Charles W. East*  
Signature of Affiant

12/7/18  
Date

Signed and sworn to (or affirmed) before me this 7 day of Dec, 2018.



*Kaye N. Barnes*  
Notary Public for Oregon

My Commission Expires: 12/15/18

Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of <b>confirming</b> water right certificate that shows issue date
<input type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"> <li>● Power usage records for pumps associated with irrigation use</li> <li>● Fertilizer or seed bills related to irrigated crops</li> <li>● Farmers Co-op sales receipt</li> </ul>
<input type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<ul style="list-style-type: none"> <li>● District assessment records for water delivered</li> <li>● Crop reports submitted under a federal loan agreement</li> <li>● Beneficial use reports from district</li> <li>● IRS Farm Usage Deduction Report</li> <li>● Agricultural Stabilization Plan</li> <li>● CREP Report</li> </ul>
<input checked="" type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	<p>Multiple photos can be submitted to resolve different areas of a water right. If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added.</p> <p>Sources for aerial photos: OSU – <a href="http://www.oregonexplorer.info/imagery">www.oregonexplorer.info/imagery</a> OWRD – <a href="http://www.wrd.state.or.us">www.wrd.state.or.us</a> Google Earth – <a href="http://earth.google.com">earth.google.com</a> TerraServer – <a href="http://www.terraserver.com">www.terraserver.com</a></p>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

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**Application for Water Right  
Transfer  
Consent by Deeded Landowner**



Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900  
www.wrd.state.or.us

State of Oregon )  
 )ss  
County of Linn )

I Chuck Eggert in my/our capacity as representative of Valley Falls Farm,  
mailing address 18555 SE Teton Ave, Tualatin, OR 97062,

telephone number (503) 303-0360, duly sworn depose and say that I  
consent to the proposed change(s) to Water Right Certificate Number 37850

described in a Transfer Application (T-NA) submitted by Mayfield Farms LLC,  
*(transfer number, if known)*

on the property in tax lot number(s) 401 & 402, Section 18, Township 10 South, Range 3 West,  
W.M., located at No site address.

*(site address)*

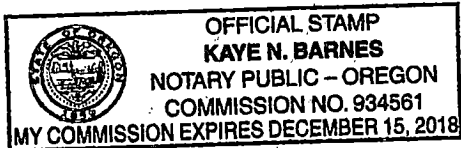
*Charles W Eggert*  
Signature of Affiant

12/1/18  
Date

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

Subscribed and Sworn to before me this 1 day of December, 2018.



*Kaye N Barnes*  
Notary Public for Oregon

My commission expires 12/15/18

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**13194**



# Land Use Information Form



**Oregon Water Resources Department**  
 725 Summer Street NE, Suite A  
 Salem, Oregon 97301-1266  
 (503) 986-0900  
 www.wrd.state.or.us

Applicant(s): Mayfield Farms LLC c/o Chuck Eggert

Mailing Address: 18555 SW Teton Ave

City: Tualatin

State: OR

Zip Code: 97062

Daytime Phone: (503) 303-0360

## A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
<u>10S</u>	<u>3W</u>	<u>18</u>	_____	<u>401</u>	_____	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	<u>IR</u>
<u>10S</u>	<u>3W</u>	<u>18</u>	_____	<u>402</u>	_____	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	<u>IR</u>
<u>10S</u>	<u>3W</u>	<u>18</u>	_____	<u>600</u>	_____	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	<u>IR</u>
<u>10S</u>	<u>3W</u>	<u>18</u>	_____	<u>603</u>	_____	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>IR</u>
<u>10S</u>	<u>3W</u>	<u>18</u>	_____	<u>1000</u>	_____	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	<u>IR</u>

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Linn County

## B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- Permit to Use or Store Water   
  Water Right Transfer   
  Permit Amendment or Ground Water Registration Modification  
 Limited Water Use License   
  Allocation of Conserved Water   
  Exchange of Water

Source of water:  Reservoir/Pond     Ground Water     Surface Water (name) \_\_\_\_\_

Estimated quantity of water needed: 250     cubic feet per second     gallons per minute     acre-feet

Intended use of water:  Irrigation     Commercial     Industrial     Domestic for \_\_\_\_\_ household(s)  
 Municipal     Quasi-Municipal     Instream     Other \_\_\_\_\_

Briefly describe:

This Land Use Information Form is to accompany a Groundwater Registration Modification that proposes to replace the authorized well with as many as five new or existing wells for Groundwater Registration GR-1732

**Note to applicant:** If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department.

See bottom of Page 3. →

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WR / FS



# Land Use Information Form



Oregon Water Resources Department  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
(503) 986-0900  
www.wrd.state.or.us

## NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

**This form is NOT required if:**

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply:
  - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
  - b) The application involves a change in place of use only;
  - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
  - d) The application involves irrigation water uses only.

## NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

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# For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

**Please check the appropriate box below and provide the requested information**

Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): LCC 928.310(B)(12)

Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

*Irrigation is an outright use in the EFC zoning district.*

Name: Alyssa Schrems Title: Assistant Planner  
 Signature: Alyssa Schrems Phone: 541-967-3816 Date: 12/20/18  
 Government Entity: Linn County Planning and Building

**Note to local government representative:** Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

**Receipt for Request for Land Use Information**

Applicant name: \_\_\_\_\_  
 City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

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STATE OF OREGON  
WATER SUPPLY WELL REPORT  
(as required by ORS 537.765 & OAR 690-205-0210)

WELL I.D. LABEL# L 118826  
START CARD # 1026504  
ORIGINAL LOG #

(1) LAND OWNER Owner Well I.D. 5512  
First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Company Valley Falls Farms LLC  
Address 9955 SW Potano St.  
City Tualatin State OR Zip 97062

(2) TYPE OF WORK  New Well  Deepening  Conversion  
 Alteration (complete 2a & 10)  Abandonment (complete 5a)

(2a) PRE-ALTERATION  
Casing: Dia + From To Gauge Stl Plstc Wld Thrd  
Material From To Amt sacks/lbs  
Seal: \_\_\_\_\_

(3) DRILL METHOD  
 Rotary Air  Rotary Mud  Cable  Auger  Cable Mud  
 Reverse Rotary  Other \_\_\_\_\_

(4) PROPOSED USE  Domestic  Irrigation  Community  
 Industrial/ Commercial  Livestock  Dewatering  
 Thermal  Injection  Other \_\_\_\_\_

(5) BORE HOLE CONSTRUCTION Special Standard  (Attach copy)  
Depth of Completed Well 100 ft.  
BORE HOLE SEAL  
Dia From To Material From To Amt sacks/lbs  
16 0 39 Bentonite 0 19 12 S  
12 39 100 Calculated 9.6  
Calculated \_\_\_\_\_

How was seal placed: Method  A  B  C  D  E  
 Other Poured dry  
Backfill placed from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Material \_\_\_\_\_  
Filter pack from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Material \_\_\_\_\_ Size \_\_\_\_\_  
Explosives used:  Yes Type \_\_\_\_\_ Amount \_\_\_\_\_

(5a) ABANDONMENT USING UNHYDRATED BENTONITE  
Proposed Amount Pounds Actual Amount Pounds

(6) CASING/LINER  
Casing Liner Dia + From To Gauge Stl Plstc Wld Thrd  
12 1 39 250 61  
Shoe  Inside  Outside  Other Location of shoe(s) \_\_\_\_\_  
Temp casing  Yes Dia 16 From 0 To 39

(7) PERFORATIONS/SCREENS  
Perforations Method Torch cut  
Screens Type \_\_\_\_\_ Material \_\_\_\_\_  
Perf/S Casing/Screen  
green Liner Dia From To Scm/slot Slot # of Tel/  
width length slots pipe size  
Perf Casing 12 20 60 .375 12 480

(8) WELL TESTS: Minimum testing time is 1 hour  
 Pump  Bailor  Air  Flowing Artesian  
Yield gal/min Drawdown Drill stem/Pump depth Duration (hr)  
200 28' 45' 4  
Temperature 53 °F Lab analysis  Yes By \_\_\_\_\_  
Water quality concerns?  Yes (describe below)  NO  
From To Description Amount Units  
JUL 28 2015

(9) LOCATION OF WELL (legal description) LINN 61316  
County LINN Twp 10 S N/S Range 3 W E/W WM  
Sec 18 SE 1/4 of the NE 1/4 Tax Lot 402  
Tax Map Number \_\_\_\_\_ Lot \_\_\_\_\_  
Lat \_\_\_\_\_ or \_\_\_\_\_ DMS or DD  
Long \_\_\_\_\_ or \_\_\_\_\_ DMS or DD  
 Street address of well  Nearest address  
38847 Groshong Rd. NE - Albany, OR 97321

(10) STATIC WATER LEVEL  
Date SWL (psi) + SWL (ft)  
Existing Well / Pre-Alteration \_\_\_\_\_  
Completed Well 06-18-2015 \_\_\_\_\_ 17  
Flowing Artesian?  Dry Hole?   
WATER BEARING ZONES Depth water was first found 25  
SWL Date From To Est Flow SWL (psi) + SWL (ft)  
06-17-2015 25 51 200 17

(11) WELL LOG Ground Elevation \_\_\_\_\_  
Material From To  
Topsoil 0 2  
Brown clay 2 25  
Brown clay with gravel 25 30  
Cemented sand & gravel 30 35  
Brown sand 35 40  
Sand & gravel 40 51  
Blue clay 51 52  
Cemented sand & gravel 52 55  
Blue clay 55 100  
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RECEIVED BY OWRD  
JONES DRILLING CO., INC.  
29400 SANTIAM HWY.  
LEBANON, OR 97355  
541-367-2560 541-451-2686  
1-800-915-8388  
SALEM, OR  
Date Started 06-15-2015 Completed 06-18-2015

(unbonded) Water Well Constructor Certification  
I certify that the work I performed on the construction, deepening, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.  
License Number 1888 Date 06-25-2015  
Signed \_\_\_\_\_  
(bonded) Water Well Constructor Certification  
I accept responsibility for the construction, deepening, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.  
License Number 1684 Date 06-25-2015  
Signed \_\_\_\_\_  
Contact Info (optional) jonesdrilling@hotmail.com

STATE ENGINEER  
Salem, Oregon

LYNN  
4871

# Well Record

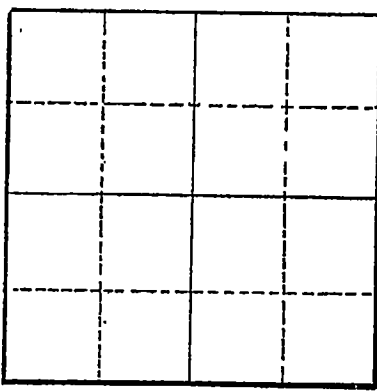
STATE WELL NO. 10/3W-18K  
COUNTY LINN  
APPLICATION NO. GR-2283

OWNER: Thomas and Carole G. Wilkinson MAILING ADDRESS: Rt. 2, Box 292 C., Albany

LOCATION OF WELL: Owner's No. CITY AND STATE: Albany, Oregon

NW 1/4 SE 1/4 Sec. 18 T. 10 S., R. 3 W., W.M.

Bearing and distance from section or subdivision  
corner S. 85° 40' W. 26.25 chains from SW corner of  
D10 69.



Section

Altitude at well

TYPE OF WELL: Drilled Date Constructed 1955

Depth drilled 37 Depth cased 37

### CASING RECORD:

8-inch

### FINISH:

Perforations from 27 to 37

### AQUIFERS:

### WATER LEVEL:

23-feet

PUMPING EQUIPMENT: Type Berkeley 2" centrifugal H.P. 15  
Capacity 250 G.P.M.

WELL TESTS:  
Drawdown 2 ft. after hours Pumping 250 G.P.M.  
Drawdown ft. after hours G.P.M.

USE OF WATER Irrigation Temp. °F., 19

SOURCE OF INFORMATION GR-2176

DRILLER or DIGGER Slate Drilling Co., Tangent, Oregon

ADDITIONAL DATA:  
Log Water Level Measurements Chemical Analysis Aquifer Test

### REMARKS:

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### ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 The Oregon Real Estate Agency has reviewed this form for compliance with the applicable provisions on ORS.696 and finds that it complies with those  
2 provisions.

3 This is an Addendum to:  Real Estate Sale Agreement  Seller's Counter Offer  Buyer's Counter Offer  
4 Re: Real Estate Sale Agreement No. 07-660 Dated 11/5/07 Addendum No. \_\_\_\_\_  
5 Buyer: Charles Eggert  
6 Seller: June Hummel and Laurie Larson

7 The real property described as: 38831 Groshong Road, Albany, Or. totaling 117 acres

8 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.

9 **1. The Buyer hereby notifies the Seller that they are exercising the condition in the original**  
10 **earnest money agreement item B (lines 76 thru 81). It is their desire to reduce the purchase**  
11 **price by the amount of their agents commission, three percent (3%), and to pay that amount to**  
12 **their agent outside of this transaction. This is agreed to by all parties.**

13 **2. As the Buyers have found another property to purchase and as they can not able to**  
14 **complete that transaction till this one closes. The possession date as delineated in the original**  
15 **agreement is to be adjusted as follows. The Sellers are to be allowed to retain possession of**  
16 **their current residence and possession of the barn complex at the Millersburg Road homesite**  
17 **for a period of 30 days rent free. In the event more time is needed to move their possessions**  
18 **and livestock they agree to pay the Buyer \$50 per day. However in no event shall this grace**  
19 **period exceed 15 days.**

20	SELLER Buyer Signature <u>June Hummel</u>	Date <u>11-29-07</u>	<u>9:45</u> a.m. _____ p.m.
21	SELLER Buyer Signature <u>Laurie M. Larson</u>	Date <u>11/29/07</u>	<u>9:45</u> a.m. _____ p.m.
22	BUYER Seller Signature <u>Charles Eggert</u>	Date <u>12/3/07</u>	<u>4:00</u> a.m. _____ p.m.
23	Seller Signature _____	Date _____	_____ a.m. _____ p.m.

24 Listing Licensee Jon Fields Selling Licensee Dean McCluskey

25 Listing Firm Broker Initials/Date JMF 11-29-07 Selling Firm Broker Initials/Date WMM 11/30/07

07-660

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December 12, 2007

Chuck Eggert  
Pacific Natural Foods  
Fax # 503-692-1508

Chuck:

Following are documents regarding the vacant dairy farm purchase in Albany, Oregon. Included are (a) a copy of the Land Sale Contract, (b) a detailed list of equipment included in the sale with identification numbers (where available), an copy of the water test reports for water samples taken at the outside taps at the two houses, (c) a list of the irrigation pipes and their respective lengths, and (d) the name and address of the loan payment collection service.

**Summary of the Land Sales Contract:**

Original Amount:	\$475,000	
Down Payment:	\$ 5,000	40,000 ?
Interest Rate:	7.5%	
Monthly Payment	\$3,786.29	
Amortization:	20 years with a balloon payment due January 1, 2021 (13 years)	
Estimated Balance:	\$466,573	

No Prepayment Fee after January 1, 2008

**Bad News:** The Sellers did not receive titles for the two mobile homes when they purchased the property. Jon is investigating whether the county can provide new or copies of the titles. If not, the trailers will be conveyed to you as personal property.

**Water Qualify Reports:**

Water samples from an exterior tap at each of the two homes were taken and tested for bacteria and nitrogen. Both samples tested negatively for bacteria, including E-coli. The sample taken from the home at 32453 Millersburn Rd., Albany sampled 5.6 mg N/liter which is well under the allowable maximum for public drinking. However, the sample taken at the 38831 Groshong Rd. house tested 20% high at 12 parts N/litre. I don't know if you can work with a higher level of Nitrogen or not but this is the only negative brought by the report. Perhaps you can reduce the level of N by using filters or a water treatment.

Let me know when you know what the proposed closing date is.

Thanks,

Dean

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\*\*\* PAYMENT COUPON \*\*\*

NO PARTIAL PAYMENTS ACCEPTED

PAYMENT DUE	11/05/07	
ACCOUNT NUMBER	1065440	
PAYMENT AMOUNT	\$3834.06	
AFTER 15 DAYS ADD	382.66	LATE .CHG
LATE PAYMENT AMT	\$4216.72	

LAURIE LARSON  
 JUNE HUMMEL  
 38831 GROSHONG RD NE  
 ALBANY OR 97321

Remit to:  
 FIRST AMERICAN  
 ACCOUNT SERVICING  
 PO BOX 428  
 GRANTS PASS OR 97528

Please return this coupon with your payment.

*30 year amortization*

*balloon Jan 5, 2021 (15 year approx)*

*7.5%*

*pymt \$3834.06*

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WEATHERFORD THOMPSON

PAGE 02/03

**ADDENDUM TO LAND SALE CONTRACT AGREEMENT**

This Addendum made this 10<sup>th</sup> day of Sept., 2007 by Robert Rieder ("Vendor") and Laurie M. Larson and Junc Hummel ("Purchaser") amends the original agreement dated January 19, 2006 (Original Agreement).

The Addendum modifies the Original Agreement as follows:

1. The Original Agreement calls for \$75,000 to be paid towards equipment listed at Exhibit B. An additional \$400,000 was required to purchase the property for a total of \$470,000. Purchaser provided Seller a promissory note for \$75,000 for the equipment containing separate terms of payment than what was provided for under the Original Agreement. Purchaser and Seller realize that the creation of the note was in error. That note is hereby deemed null and void and will be destroyed. Instead, the full \$475,000, less deposits and advances (real property and equipment) will be covered under the Original Agreement under the terms provided therein except as modified by this Addendum. Seller shall provide all the equipment listed in Exhibit B, in good working condition, to Purchaser on or before the closing date.
2. Buyer has provided and Seller has already received the \$5,000 earnest money called for in the Original Agreement. However, that earnest money was transferred over and credited towards the Groshong property purchase price and not towards the purchase price for the subject property. Buyer is not obligated to provide any additional earnest money for this property and the remaining balance remains ~~\$470,000.~~ \$475,000.00. *R.R.*
3. The first payment by Purchaser is not due until October 5, 2007 or within 7 days after Robert Rieder vacates the property, whichever is later. Each monthly payment thereafter shall be due on the 5<sup>th</sup> of the month unless such day is a Saturday, Sunday or bank holiday, in which case the payment shall be due on the next business day.
4. There shall be no prepayment penalty or prepayment limitations.
5. If Robert Rieder fails to relinquish possession of all the property by October 31, 2007 11:59 p.m., he will pay Purchaser \$125 for each day he remains or holds over on the property. In lieu of payment, Purchaser may offset any hold over sums from any payment due under the Original Agreement. On November 1, 2007, Vendor shall have no right of possession and Purchaser may use any remedy to evict and remove Vendor.
6. Except for personal property listed in Exhibit B, no personal property shall be sold under this contract of sale of the farm, buildings, home and two mobile

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WEATHERFORD THOMPSON

PAGE 03/03

homes, however Purchaser may remove one mobile home, but must replace it with another mobile home.

- 7. Unless otherwise modified by this Addendum, all terms of the Original Agreement shall remain in full force and effect.
- 9. Collection Escrow. The Escrow Holder shall also collect and distribute all sums owing under the agreement. Buyer and Seller shall split all fees and costs associated with the Collection Escrow.

The parties hereto have executed this Addendum effective as of the day and year first above written.

Vendor

Purchaser

  
 Robert Rieder

  
 Laurie M. Larson

  
 June Hummel

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REALTY CONTRACT

DATED: August 31, 2007

VENDOR: ROBERT RIEDER

PURCHASER: LAURIE M. LARSON and JUNE HUMMEL, tenants in common, with right of survivorship

This Realty Contract has been prepared by the law office of ROGER H. REID, Attorney at Law, at the specific request of the Vendor. Any and all legal advice or representations from the said law office have been made and rendered on behalf of the Vendor only. Further, ROGER H. REID, Attorney at Law, hereby advises and informs the Purchaser that they may and should obtain their own legal representation in regard to this transaction.

NOTICE:

Under Oregon Law, the Vendor is required to record this Realty contract or the Memorandum of Contract within fifteen days from the date of execution of this contract, and failure to do so subjects Vendor to a fine of not more than \$100.00, pursuant to ORS 93.635.

Please see that this Realty Contract or the Memorandum of Contract is recorded within fifteen (15) days from the execution hereof.

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AGREEMENT

THIS AGREEMENT made this 31<sup>st</sup> day of August, 2007, by ROBERT RIEDER, herein called VENDOR, and LAURIE M. LARSON and JUNE HUMMEL, tenants in common, with right of survivorship, herein called PURCHASER,

WITNESSETH:

Vendor agrees to sell to Purchaser and Purchaser agrees to purchase that certain land and all improvements thereon, referred to herein as "property", "premises" or "Premises", situated in Linn County, Oregon, described as follows:

See Exhibit "A" attached hereto.

Also included in this sale are the following items of equipment valued at \$75,000.00: See Exhibit "B" attached hereto.

The true and actual consideration for this transfer is FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00). The foregoing recital of consideration is true as I verily believe.

The Vendor may go upon the property and may inspect the premises at reasonable times, but he must provide Purchaser with at least fourteen (14) days written notice.

The Purchase Price of the property, which Purchaser agrees to pay shall be the sum of FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00), payable as follows:

- a) The sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), which has been paid as earnest money.

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b) The sum of FOUR HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$470,000.00), which shall be paid in monthly installments of at least THREE THOUSAND SEVEN HUNDRED EIGHTY-SIX AND 29/100 DOLLARS (\$3,786.29) each, which includes interest at the rate of seven and one-half percent (7.5%) per annum on the unpaid balances, which is an Annual Percentage Rate of seven and one-half percent (7.5%), which interest is the only Finance Charge in this transaction. Interest shall be calculated monthly with interest figured on a thirty day basis. The first of such installments shall be paid on the 5th day of the next month after possession of Millersburg property located at 32453 Millersburg Road, Albany, Oregon, and Groshong property at 38831 Groshong Road NE, Albany, Oregon, and Purchaser shall be obligated to pay interest on this transaction starting with the date of the possession of the Millersburg home at 32453 Millersburg Road NE, Albany, Oregon, and Groshong property at 32453 Millersburg Road NE, Albany, Oregon, and said interest shall be prorated and shall be due and payable with the regular payment of \$3,786.29 on the 5th day of the next month. All subsequent installments shall be due and payable on the 5th of each and every month thereafter, until the entire purchase price, including interest, is paid in full. On any payment or payments not made on due date, interest shall be calculated on a daily basis and shall be paid by the Purchaser. The full balance due and owing hereunder shall be paid on or before January 5, 2021. On any payment or payments not made within fifteen days of the due date, there shall be a late payment penalty of ten percent of the payment amount, unless the 15th day is a holiday or weekend, then the payment must be made on the next business day.

Interest on the unpaid balances shall commence on the date Purchaser takes possession of the Millersburg property located at 32453 Millersburg Road, Albany, Oregon, and Groshong property at 38831 Groshong Road NE, Albany, Oregon.

Page 3  
Agreement

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Purchaser may at any time commencing in the year 2008 pay off the entire balance or any sum of the purchase price remaining due, together with interest due thereon to the date of payment without penalty; provided that no additional payments shall be credited as regular future payments provided for in this Agreement.

In the event Purchaser fails to pay, when due, any amounts required of them to be paid, Vendor may pay any or all such amounts. If Vendor makes any such payments, the amounts thereof shall be added to the purchase price of the property on the date such payments are made by Vendor, and such sums shall bear interest at the same rate as provided above.

In the event Vendor fails to pay, when due, any amounts required of him to be paid, Purchaser may pay any or all such amounts. If Purchaser makes any such payments, the amounts thereof shall be credited against the amount still due and owing by contract on the date such payments are made by Purchaser.

All taxes levied against the above described property for the current tax year shall be prorated between Vendor and Purchaser as of the date Purchaser takes possession of the Millersburg home located at 32453 Millersburg Road, Albany, Oregon. Purchaser agrees to pay, when due, all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises, and shall furnish proof of such payments to Vendor.

Purchaser agrees to keep the buildings and personal property on said premises insured against loss by fire or other means in an amount not less than the full insurable value, with loss payable to the parties hereto as their interests appear at the time of loss. Purchaser shall furnish proof of such

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insurance and payments to Vendor. In the event of loss, the proceeds of such insurance are to be used for the purpose of repair or reconstruction of the damaged property. Any amount received by Vendor under said insurance in payment of a loss, which is not used for repair or reconstruction shall be applied upon the unpaid balance of the purchase price, and shall reduce said unpaid balance to the extent of the amount of the insurance payment received by Vendor. All uninsured losses shall be borne by Purchaser on contract on or after date Purchaser becomes entitled to possession.

Purchaser is entitled to possession of the premises on or before the 1st day of May, 2006, or Purchaser may use any remedy to evict Vendor. Purchaser shall be entitled to possession of the two mobile homes thirty days after the date of closing. If possession of this property is not given to Purchaser within sixty days of closing, then Vendor must pay the sum of \$2,500.00 to Purchaser per month for rent of the home at 38831 Groshing Road NE, Albany, Oregon, pro-rated on part of any month.

Purchaser agrees that all improvements now located or which shall hereafter be placed on the premises, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this Agreement, without the written consent of Vendor, which consent will not be unreasonably withheld. Purchaser shall neither commit nor suffer any waste of the property nor any improvements thereon nor alterations thereof and shall maintain the property and all improvements thereon and all alterations thereof in good condition and repair. Purchaser shall neither make nor cause to be made any improvements nor alterations to the property, without first obtaining the written consent of Vendor, which consent will not be unreasonably withheld. If Purchaser removes, sells, tears down or destroys any buildings, merchantable trees or improvements, the Purchaser must

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pay said Vendor for damages to the property, and said sums shall be in addition to the regular payments provided for in this contract and shall apply on the balance due and owing.

Vendor shall furnish at his expense a Purchaser's title insurance policy in the amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), within thirty (30) days from the date hereof, insuring Purchaser against loss or damage sustained by them by reason of the unmarketability of Vendor's title or liens or encumbrances thereon, excepting matters contained in the usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any.

Vendor covenants that he is the owner of the above described property free of all encumbrances except easements, conditions, restrictions of record listed as follows:

1. Taxes for the year 2005-2006  
 Tax Amount: \$953.73  
 Unpaid Balance: \$597.43, plus interest and penalties, if any  
 Code No.: 008.09  
 Map & Tax Lot No.: 10S 03W 18 00401  
 Property ID No.: 0043055
2. Regulations, including levies, liens, assessments, rights of way and easements of the Linn Soil and Water Conservation District.  
 (Assessments, when levied, will be included in the Ad Valorem taxes.)
3. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty will be imposed.
4. Unrecorded leases or periodic tenancies, if any.

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- 5. The following pertain to Lender's Extended Coverage only:
  - a. Parties in possession, or claiming to be in possession, other than the vestees shown herein.
  - b. Statutory liens for labor and/or materials, including liens for contributions due to the State of Oregon for unemployment compensation and for workman's compensation, or any rights thereto, where no notice of such liens or rights appear of record.

Vendor hereby covenants and warrants as follows:

(a) Vendor warrants that Vendor is the owner of good and marketable title to the premises free of all liens and encumbrances except those referred to on Pages 6 and 7 of this contract and will defend such title from the lawful claims of persons claiming superior title.

(b) Vendor represents that there are no contracts, leases, or agreements relating to the premises, except as otherwise set forth in this contract and that will be binding on the premises or Purchaser following closing.

(c) Vendor further warrants that as of the date of closing, Vendor has not received any notice, and does not have actual knowledge, of any pending or threatened claim, action, demand, suit, proceeding, hearing, or governmental study or investigation against or involving the premises and related in any way to the fill or removal of the material in or from any wetland located on the Property.

Purchaser agrees that they will not suffer or permit any liens to be filed against the premises or against any buildings erected thereon or improvements made thereon, and that they will defend, keep harmless and indemnify Vendor from all loss, damage, costs, charges, liabilities or expenses of any kind on account of any claims or liens filed against said real property or its appurtenances.

Upon payment of the entire purchase price for the property as herein provided, and

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performance by Purchaser of all other terms, conditions and provisions hereof, Vendor shall forthwith execute and deliver to Purchaser a good and sufficient warranty deed for the property, free and clear of all liens and encumbrances, except as above provided and those placed upon the property or suffered by Purchaser subsequent to the date of this Agreement. Purchaser is to record deed at their own expense.

In the event that Purchaser shall fail to perform any of the terms of this Agreement, time of payment and performance being of the essence, Vendor shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

- a) To foreclose this contract by strict foreclosure in equity.
- b) To declare the full unpaid balance of the purchase price immediately due and payable.
- c) To specifically enforce the terms of this Agreement by suit in equity.
- d) To cancel the contract pursuant to the nonjudicial forfeiture remedy permitted by ORS 93.905 to 93.945, and to declare the purchaser's rights under the contract to be forfeited, extinguishing the debt, and vendor retain all sums previously paid thereunder by the Purchaser.
- e) Purchaser hereby assigns to Vendor all rents, revenues, incomes, issues and profits (the Income) from the property, whether now or hereafter due. Prior to default, Purchaser may operate and manage the property and collect the income from the property. In the event of default and at any time hereafter, Vendor may revoke Purchaser's right to collect the income from the property and may, either itself or through a receiver, collect the same. To facilitate collection, Vendor may notify any tenant or other user to make payments of rents or use fees directly to Vendor. If the income is collected by Vendor, then Purchaser irrevocably designates Vendor as Purchaser's attorney in fact to endorse instruments received in payment thereof in the name of Purchaser to negotiate the same and collect the proceeds. Payments by tenants or other users to Vendor in response to Vendor's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Vendor shall apply the income first to the expenses of renting or collection and the balance (if any) to payment of sums due from Purchaser to Vendor under this contract.

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f) The above remedies are not exclusive and the Vendor may use any and all remedies at law or in equity if Purchaser is in default.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payment as herein provided, until notice of said default has been given by Vendor to Purchaser and Purchaser shall have failed to remedy said default within thirty (30) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Purchaser at last address known to Vendor.

If Purchaser shall fail to make payment as herein provided and said failure shall continue for more than twenty (20) days after the payment becomes due, Purchaser shall be deemed in default and Vendor shall not be obligated to give notice to purchaser of a declaration of said default.

Vendor shall have the septic system pumped at his expense on both the property subject to this Contract and on the Millersburg property located at 32453 Millersburg Road, Albany, Oregon. If Purchaser desires a written report on the septic systems, then said report shall be at the expense of the Purchaser.

Vendor shall have a water inspection performed on the property described herein as well as on the property located at 32453 Millersburg Road, Albany, Oregon, for purity and bacteria. If Purchaser desires to have a flow test performed, said test shall be performed at Purchaser's expenses.

No personal property shall be sold under this contract of sale of farm, buildings, home and two mobile homes, however Purchaser may remove one mobile home, but must replace it with another mobile home, other than the equipment described in Exhibit "B", which is placed on this Contract for security purposes.

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Purchaser certifies that this contract of purchase is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence their judgment; that no representations as to the condition or repair of said premises have been made by Vendor or by any agent of Vendor, and that Purchaser takes said property and the improvements thereon in the condition existing at the time of this Agreement.

Failure by Vendor at any time to require performance by Purchaser of any of the provisions hereof shall in no way affect Vendor's rights hereunder to enforce the same nor shall any waiver by Vendor of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

In the event any party, which shall include assignees, heirs, administrators or executors shall institute or prevail in any action or suit for the enforcement or rescission of any of their rights hereunder, the party at fault will pay to the other party a reasonable attorney's fees on account thereof and attorney's fees on any appeal to any court shall be allowed to the party prevailing.

If either party becomes a party to any litigation or arbitration concerning this Agreement or the subject matter of this Agreement, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or arbitration or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation or arbitration shall be liable to that party for reasonable attorney's fees and court costs incurred by it in the litigation.

If at any time any portion of this agreement is declared void, voidable, illegal, unenforceable

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Agreement

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or unconstitutional by any court, it shall not affect the validity of any other portion of this agreement, and said portion shall be stricken from this agreement but the remaining agreement shall remain valid.

Purchaser shall not assign nor sell this agreement, their rights hereunder or in the property covered thereby without the written consent of Vendor, which consent will not be unreasonably withheld. If this Contract or the real property is assigned, sold or transferred, the assignees, purchasers or grantees must assume and agree to abide by all of the terms and conditions of this contract. Consent to assign or sell as hereinabove provided shall not relieve the Purchaser of any obligation herein.

The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto, provided, however, that nothing contained in this paragraph shall alter the restrictions herein contained relating to assignment.

That by the execution hereof the parties hereto contract and agree that in the event of the death of either of the purchasers, then this contract, together with all right, title and interest of purchasers hereunder, shall automatically inure to and be vested in the survivor of the Purchasers.

That by the execution hereof, the parties hereto contract and agree that in the event of the death of either of the Vendors, then this contract, together with all right, title and interest of Vendors hereunder, shall automatically inure to and be vested in the survivor of the Vendors.

In construing this Agreement, it is understood and agreed that the Vendor or Purchaser may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean

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and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES [AND], TO DETERMINE ANY LIMITS OR LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

Until a change is requested, all tax statements shall be sent to the following name and

address: Jane Hummel + Laurie M. Larson  
35831 Groshong Road NE  
Albany, OR 97321

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As soon as practicable following the execution of this agreement, Vendor shall deliver in escrow to FIRST AMERICAN TITLE COMPANY:

- (a) A warranty deed to the property free and clear of all encumbrances, except as expressly specified herein, said deed to be executed by the Vendor with the Purchaser as the grantee.
- (b) A Bill of Sale covering the equipment which is a part of this transaction.
- (b) An executed copy of this agreement.
- (c) All expenses of escrow shall be shared equally by the parties.

The parties hereto hereby instruct said escrow agent to receive for Vendor's account the balance of the installment payments provided for herein. Upon full payment of the principal and interest provided for herein, the escrow agent shall deliver to Purchaser the instruments specified above. If Purchaser fails to pay any installment before the expiration of thirty (30) days after the due date thereof, the escrow agent is authorized to surrender to Vendor, upon demand and without notice of Purchaser, all of the documents specified in the preceding paragraphs, thereby terminating the escrow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

VENDOR

*Robert Rieder*  
ROBERT RIEDER

PURCHASER

*Laurie M. Larson*  
LAURIE M. LARSON

*Jane Hummel*  
JANE HUMMEL

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STATE OF OREGON )

County of Linn )

ss.

Personally appeared the above named ROBERT RIEDER, and acknowledged the foregoing instrument to be his voluntary act and deed.

DATED this 19<sup>th</sup> day of SEPT, 2007.



*Susan C. Creel*  
Notary Public for Oregon

My Commission Expires: 6-21-08

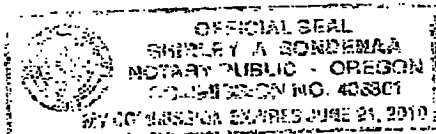
STATE OF OREGON )

County of Linn )

ss.

Personally appeared the above named LAURIE M. LARSON, and acknowledged the foregoing instrument to be her voluntary act and deed.

DATED this 31<sup>st</sup> day of August, 2007.



*Shirley A. Sondemaa*  
Notary Public for Oregon

My Commission Expires: 6/21/10

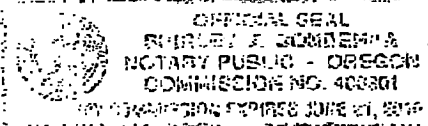
STATE OF OREGON )

County of Linn )

ss.

Personally appeared the above named JUNE HUMMEL, and acknowledged the foregoing instrument to be her voluntary act and deed.

DATED this 31<sup>st</sup> day of August, 2007.



*Shirley A. Sondemaa*  
Notary Public for Oregon

My Commission Expires: 6/21/10

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**Exhibit "A"**

Real property in the County of Linn, State of Oregon, described as follows:

Beginning 20.40 chains North of the Southeast corner of the E. C. McClain DLC No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 38.70 chains to the center of the County Road; thence North 8°30' East along the center of the County Road, 20.93 chains to the North boundary of the South half of said claim; thence East along said boundary 35.14 chains to the East boundary of said claim; thence South 1°45' East along the said East boundary 20.45 chains to the point of beginning, Linn County, Oregon. Except the following: Beginning at the intersection of the North line of the South half of the DLC of Edmund C. McClain, being Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and the center line of County Road No. 311, said point being North 40.85 chains and West 35.14 chains from the Southeast corner of said DLC No. 70; thence South 8°30' West along the center of said road a distance of 270.00 feet to a 1/2 inch rod; thence South 81°30' East a distance of 900.00 feet to a 1/2 inch rod; thence North 8°30' East a distance of 407.98 feet to a 1/2 inch rod in the North line of the South half of said Claim No. 70; thence South 89°47' West along said North line a distance of 910.52 feet to the point of beginning.

Also except: That property conveyed to Linn County by deed recorded September 16, 1976 in Volume 145, Page 284; Linn County MF records and by deed recorded July 29, 1977 in Volume 173, Page 128, Linn County MF records.

Also Except: that property lying South of County Road No. 310 conveyed to Vern L. Peer and Mary A. Peer by deed recorded February 25, 1980 in Volume 257, Page 4; Linn County MF records.

Tax Parcel Number: 0043105 and 0799367 and 0740734 and 0043071

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EXHIBIT "B"

EQUIPMENT LIST

John Deere 444E

John Deere 870 4WD

John Deere 850 4WD

Ford Tractor 770 4WD Loader

Ford Tractor 5610

Ford Tractor 4600

Massey Ferguson 225 Loader

Harsch Mixer Wagon

Roto Mix Mixer Wagon

New Holland Stall Filler

Generator

1 Steel Box Scraper

1 60 Gallon Pak Tank 3 point

2 Rubber Scrapers

1 Rotary Mower

*Massey 225 loader*

*John Deere 444E loader*

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William D.McCluskey

360-882-5137

p.9

Dec 04 07 11:08a

541-791-1817

541-791-1817

p.2

**FOR MILLERSBURG DRIVE PROPERTY**

**FIRST AMERICAN TITLE**  
**SERVICED BY NOTEWORLD**  
**P.O. BOX 428**  
**GRANTS PASS, OREGON 97528**  
**1-541-479-4741**  
**Supervisor...JoAnne Kenyon**  
**(Anyone who answers can help with this)**  
**Acc't # 1065440...Laurie Larson**

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**EXHIBIT "B"**  
**EQUIPMENT LIST**

<b><u>John Deere 444E</u></b>	<b><u>(Engine) T04276T195868</u></b> <b><u>(Plate) CK444EB000592</u></b>
<b><u>John Deere 870 4WD</u></b>	<b><u>Plate is Missing</u></b>
<b><u>John Deere 850 4WD</u></b>	<b><u>CH3043D216896</u></b>
<b><u>Ford Tractor 770 4WD Leader</u></b>	<b><u>D166896</u></b>
<b><u>Ford Tractor 5610</u></b>	<b><u>CG1860272375</u></b>
<b><u>Ford Tractor 4600</u></b>	<b><u>DSNN6015G</u></b>
<b><u>Harsch Mixer Wagon</u></b>	<b><u>325H</u></b>
<b><u>Roto Mixer Wagon</u></b>	<b><u>481180753</u></b>
<b><u>New Holland Stall Filler</u></b>	<b><u>735417</u></b>
<b><u>Generator</u></b>	<b><u>MO-7101-4</u></b>
<b><u>2 Rubber Scrapers</u></b>	
<b><u>1 Rotary Mower</u></b>	

**\*\*\*\*\*** The numbers and letters above are as accurate as possible due to wear and human eyes but are not guaranteed as absolute.

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**IRRIGATION EQUIPMENT**

**2 GUNS**

**2 PIPE TRAILERS**

**( 1 Older & 1 newly purchased in 2006)**

**3" WADE RAINS ALUMINUM PIPES**

**(Include)**

**Thirteen (13) 40'**

**Thirty-Two (32) 30'**

**(Older pipes)**

**Thirty (30) 30'**

**(Newly purchased in 2006)**

**Numerous random length pieces and parts**

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# WATERLAB CORP.

## TEST REPORT

2503 - 12th Street, SE  
Salem, OR 97302  
Voice: (503) 363-0473  
FAX: (503) 363-8900

Jon Fields  
2919 Island View Dr NE  
Keizer, OR 97303

### SAMPLE INFORMATION

Location: 38831 Groshong Rd Albany outside tap  
Date Sampled: 11/29/2007 Sample Type: Water  
Time Sampled: 1015 Collected by: Jon

### CASE NARRATIVE

The analyses were performed according to the guidelines in the WATERLAB Corp Quality Assurance Program. This report contains analytical results for the sample(s) as received by the laboratory.

WATERLAB Corp certifies that this report is in compliance with the requirements of NELAC. No unusual difficulties were experienced during analysis of this batch except as noted below or qualified with data flags on the reports.

### TESTING INFORMATION

Lab #: 20071129-005  
Date Received: 11/29/2007 Date Reported: 12/05/2007  
Received by: MH Reported By: MH  
Time Received: 1155  
Chlorine Residual: N/A Amount of Sample Used: 100 mls  
Date Started: 11/29/2007 Time Started: 1700  
Tech: RS Method Code: SM 20th ED 9223 P/A Colisure ©

### TOTAL COLIFORM BACTERIA RESULTS


Analysis shows Total Coliform Bacteria to be: **ABSENT**  
Absent= Acceptable Present= Unacceptable

### E. COLI COLIFORM BACTERIA RESULTS

Analysis shows E. coli Bacteria to be: **ABSENT**  
E. coli is a sub-section of Total Coliform and its presence in water indicates that raw sewage is present in the water.

Explanation: When coliform bacteria are present in water, it is considered contaminated and therefore unsafe. Coliform organisms are found normally in discharges from the intestinal tract of man, animals or birds. Their presence in the water, therefore, must be considered as evidence of pollution. The laboratory examination determines the presence or absence of contamination at the time of sampling only. No definite conclusions should be drawn from a single bacterial examination.

\* Chlorine Footnote: Chlorine in water will kill coliform bacteria. Presence of chlorine in a water sample should invalidate the test unless the water is from a system that is continuously chlorinated every day the water is in use.

Approved by:   
ORELAP ID# OR100039 Page 1 of 2

Customer

Method Code: EPA 300.D  
Allowable maximum for public drinking water is 10 mg/l per OAR ch. 333. Included here for reference use only.  
ND = None Detected at level indicated.

Tech: BEM

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Approved by:   
ORELAP ID# OR100039 Page 2 of 2

Customer

13194

# **WATERLAB CORP.**

## **TEST REPORT**

2503 - 12th Street, SE  
Salem, OR 97302  
Voice: (503) 363-0473  
FAX: (503) 363-8900

Jon Fields  
2919 Island View Dr NE  
Keizer, OR 97303

### **SAMPLE INFORMATION**

Location: 38831 Groshong Rd Albany outside tap  
Date Sampled: 11/29/2007 Sample Type: Water  
Time Sampled: 1015 Collected by: Jon

### **CASE NARRATIVE**

The analyses were performed according to the guidelines in the WATERLAB Corp Quality Assurance Program. This report contains analytical results for the sample(s) as received by the laboratory.

WATERLAB Corp certifies that this report is in compliance with the requirements of NELAC. No unusual difficulties were experienced during analysis of this batch except as noted below or qualified with data flags on the reports.

### **TESTING INFORMATION**

Lab #: 20071129-005  
Date Received: 11/29/2007 Date Reported: 12/05/2007  
Received by: MH Reported By: MH  
Time Received: 1155  
Date Started: 11/30/2007 Time Started: 1926

### **NITRATE RESULTS**


Nitrate as Nitrogen: 12. mg/liter as N  
Method Code: EPA 300.0 Tech: BEM  
Allowable maximum for public drinking water is 10 mg/l per OAR ch. 333. Included here for reference use only.  
ND = None Detected at level indicated.

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Customer

Approved by:   
ORELAP ID# OR100039

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# WATERLAB CORP.

## TEST REPORT

2603 - 12th Street, SE  
Salem, OR 97302  
Voice: (503) 363-0473  
FAX: (503) 363-8900

Jon Fields  
2919 Island View Dr NE  
Keizer, OR 97303

### SAMPLE INFORMATION

Location: 32453 Millersberg Albany outside tap  
Date Sampled: 11/29/2007 Sample Type: Water  
Time Sampled: 1030 Collected by: Jon

### CASE NARRATIVE

The analyses were performed according to the guidelines in the WATERLAB Corp Quality Assurance Program. This report contains analytical results for the sample(s) as received by the laboratory.

WATERLAB Corp certifies that this report is in compliance with the requirements of NELAC. No unusual difficulties were experienced during analysis of this batch except as noted below or qualified with data flags on the reports.

### TESTING INFORMATION

Lab #: 20071129-006  
Date Received: 11/29/2007 Date Reported: 12/05/2007  
Received by: MH Reported By: MH  
Time Received: 1155  
Date Started: 11/29/2007 Time Started: 1832

### NITRATE RESULTS

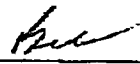
Nitrate as Nitrogen: 5.6 mg/liter as N  
Method Code: EPA 300.0 Tech: BEM  
Allowable maximum for public drinking water is 10 mg/l per OAR ch. 333. Included here for reference use only.  
ND = None Detected at level indicated.

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Approved by:   
ORELAP ID# OR100039

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p.1

# FAX COVER SHEET

L & J FARMS, INC.  
 June Hummel & Laurie M. Larson  
 38831 Groshong Rd. NE  
 Albany, Oregon 97321  
 Linn County  
 T-541-791-3005  
 Fa: 1-541-791-1817

<b>SEND TO</b> Company name	From
Attention <i>Jon Fields</i>	June Hummel and Laurie M. Larson
Office location	Date <i>12-04-07</i>
Fax number <i>503-304-0033</i>	Office location Albany, Oregon
	Phone number 1-541-791-3005

Urgent   
  Reply ASAP   
  Please comment   
  Please review   
  For your information

Total pages, including cover: 4

### COMMENTS

*Jon,*

*We have never received anything from the DMV on the mobile home.*

*We did receive a title of sorts from Linn County for it but I'll be darned if I can find it at this time.*

*Other than that, I think I am doing all that you requested. If not, please give me a call.*

*Thanks*

*June*

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 **TICOR TITLE INSURANCE COMPANY**

**Commercial Office**

1000 SW Broadway, Suite 1555 • Portland OR 97205  
(503) 242-1210 • FAX: (503) 242-0770

November 28, 2007

Charles Eggert  
c/o Pacific Foods-Kaye Barnes  
19480 SW 97<sup>th</sup> Avenue  
Tualatin, OR 97062

*CE -  
fyi + please  
return -  
Shank  
KAT*

**Order Number:** 913046  
**Regarding:** Larson to Eggert  
**Property Address:** ~~32453 Millersburg Rd. And 38847 Groshon Rd. NE~~  
Albany, OR 97321  
**County:** Linn

This office is Escrow Agent for the above referenced transaction. Enclosed you will find the following:

- Preliminary Title Report
- Exceptions

Should you have any questions regarding this matter, please contact us.  
Sincerely,

**TICOR TITLE INSURANCE COMPANY**

Deana Freauff  
Escrow Officer

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**OWRD**

*4.31*  
**13194**



**Contact Information for Your Transaction**

**Seller:** Larson  
**Buyer:** Eggert  
**Property:** 32453 Millersburg Dr NE  
 Albany, OR 97321  
 38847 Groshong Rd NE  
 Albany, OR 97321

To better assist you, please refer to Transaction Number 200723795 when contacting us.

<p><b>Providing Your Escrow Services:</b></p> <p>Deana Freauff          deana.freauff@ticortitle.com</p> <p><b>Ticor Title Company</b>          Escrow Department          1000 SW Broadway, suite 1555          Portland, OR 97205</p> <p>Phone: (503) 242-1210          Fax: (503) 242-0770</p>	<p><b>Providing Your Title Services for Marion, Polk, Linn and Benton County Properties:</b></p> <p style="text-align: right;">Suzanne Fletchall          Title Officer</p> <p style="text-align: right;"><b>Ticor Title</b>          222 High Street SE          Salem, OR 97301</p> <p style="text-align: right;">Phone: (503) 585-1881          (800) 826-6128          Fax: (503) 364-2114</p>
<p><b>SEND YOUR RECORDINGS TO THIS ADDRESS:</b></p> <p>Ticor Title          Attention: Recorder          220 6th Ave. SW, Suite 101          Albany, OR 97321</p> <p>(for LINN COUNTY)</p>	

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 MAY 31 2019  
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Should you be interested in collection services for private notes and contracts, we recommend **Contract Servicing** 503-585-2799 or 800-523-9784 ([www.contractservicing.com](http://www.contractservicing.com)). Please contact Contract Servicing or your Escrow Officer for more information.

For more than a century, **Ticor Title** has been a premier leader in the title insurance industry. Ticor is a proud member of the Fidelity National Financial, Inc. (NYSE: FNF) family of title companies, which collectively represent the largest title insurance and escrow services company in the U.S. From the simplest to the most complex residential or commercial real estate transactions, **Ticor Title** will show you why customers continually turn to us for the reliability, responsiveness and security they need.



222 High Street SE  
Salem OR 97301

November 20, 2007

Ticor Title Company  
Deana Freauff  
1000 SW Broadway, suite 1555  
Portland, OR 97205

Buyer/Borrower: Eggert  
Seller: Larson  
Re: 913046

**REPORT NO. 200723795**

Preliminary Report For:

Standard Owner's Policy	\$1,195,000.00	Premium: \$1,795.00
Government Service Fee		Premium: \$30.00

**This report shall become null and void unless a policy is issued.**

We are prepared to issue an ALTA policy (6/17/2006) as written by Ticor Title Insurance Company, in the form and amount shown above insuring the title to the following described land:

See 'Legal Description' attached hereto and by reference made a part hereof.

Real Property Tax Account No.: 0043055 10S 3W 18 401, 0043071 10S 3W 18 600, 0043105 10S 3W 18 603, 0331567 10S 3W 18 402

Situs Address as disclosed by Linn County Tax Roll:

32453 Millersburg Dr NE, Albany, OR 97321  
38847 Groshong Rd NE, Albany, OR 97321

**VESTED IN:**

June Hummel and Laurie M. Larson, not as tenants in common, but with rights of survivorship, as to Parcels I and II and Rita L. Draheim, Anita M. Lehnert, Kathye K. Smith and Karla L. Sorensen, as tenants in common, as to Parcel III

Dated as of November 15, 2007 at 8:00 a.m.

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Subject to the printed Exclusions and the Conditions and Stipulations of the policy as well as the following Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIAL EXCEPTIONS:

- |    |                           |                              |
|----|---------------------------|------------------------------|
| 6. | Taxes for the fiscal year | 2007-2008, <del>unpaid</del> |
|    | Total amount:             | \$2,841.46, plus interest    |
|    | Account No.:              | 0043105 10S 3W 18 603        |
| 7. | Taxes for the fiscal year | 2007-2008, <del>unpaid</del> |
|    | Total amount:             | \$4,777.51, plus interest    |
|    | Account No.:              | 0331567 10S 3W 18 402        |
| 8. | Taxes for the fiscal year | 2007-2008, <del>unpaid</del> |
|    | Total amount:             | \$1,146.89, plus interest    |
|    | Account No.:              | 0043055 10S 3W 18 401        |
| 9. | Taxes for the fiscal year | 2007-2008, <del>unpaid</del> |
|    | Total amount:             | \$344.73, plus interest      |
|    | Account No.:              | 0043071 10S 3W 18 600        |

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10. The assessment and tax rolls disclose that the premises herein described have been ~~specialy assessed as Farm Use Land~~. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for previous years in which the farm use assessment was in effect for the land. In addition thereto, a penalty may be levied if notice of disqualification is not timely given.
11. Regulations, including levies, liens, assessments, rights of way and easements of Linn Soil and Water Conservation District. ~~(There are no unpaid levies, liens or assessments as of the date herein.)~~

12. The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.
13. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof,

Recorded: September 9, 1994  
Volume: 714 Page: 847  
in Linn County, Oregon.

14. Real Estate Contract, including the terms and provisions thereof, a memorandum of which was,

Dated: June 7, 1985  
Recorded: September 19, 1985  
Vendor: Mary Lou Parker  
Vendee: Robert Rieder  
Volume: 387 Page: 160  
in Linn County, Oregon.  
Affects: Parcel III

The Vendor interest in said Real Estate Contract was assigned by instrument,  
To: Rita L. Draheim, Anita S. Marinos, Kathye K. Smith and  
Karla L. Sorensen  
Recorded: April 24, 1995  
Reel: 744 Page: 746  
in Linn County, Oregon.

The Vendee interest in said Real Estate Contract was assigned by instrument,  
To: Laurie M. Larson and June Hummel, not as tenants in  
common but rights of survivorship  
Dated: August 31, 2007  
Recorded: September 24, 2007  
Instrument No.: 2007-22731  
in Linn County, Oregon.  
Affects: Parcel III

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15. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein,  
 Grantor: June Hummel, as to an undivided one-half interest and Laurie M. Larson, as to an undivided one-half interest, as tenants in common  
 Trustee: Michael J. Martinis, an Oregon Attorney  
 Beneficiary: Heuberger Funding, LLC, an Oregon limited liability company  
 Amount: \$400,000.00  
 Dated: August 31, 2007  
 Recorded: September 24, 2007  
 Instrument No.: 2007-22728  
 in Linn County, Oregon.  
 Affects: Parcels I and II

END OF EXCEPTIONS

NOTE: The premium amount has been reduced by application of a Reissue Rate. Your credit is \$598.00.

NOTE: THE FOLLOWING IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

NOTE: Subject to the requirements and provisions of ORS Chapter 820 pertaining to the registration and transfer of ownership of a mobile home and any interest or liens disclosed thereby.

NOTE: Taxes for the fiscal year 2007-2008, unpaid  
 Total amount: \$94.02, plus interest  
 Account No.: 0799367  
 Affects: Mobile Home

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NOTE: As of the date hereof, there are no matters against Charles W. Eggert which would appear as exceptions to coverage in a title insurance product.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as to the exclusive remedy of the parties.

NOTE: The following document(s) reflect conveyances recorded in the last 36 months:

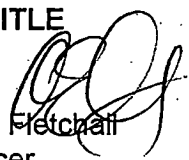
INST	BOOK/PAGE	RECORDED	GRANTOR	GRANTEE	COMMENTS
------	-----------	----------	---------	---------	----------



BSD.	2007-22729	9/24/07	Hummel/Larson	Hummel/Larson
WD.	2007-22727	9/24/07	Rieder	Hummel/Larson
Memo	2007-22731	9/24/07	Rieder	Larson/Hummel

This report is written only for the benefit of the principals to this transaction. No liability is assumed under this report until such time as it is converted to a title insurance policy.

TICOR TITLE

  
Suzanne Fitchell  
Title Officer

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LEGAL DESCRIPTION

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PARCEL I:

Beginning at a 1 inch iron rod in the center of the County Road, said 1 inch iron rod being the South line of the North half of the Edmund C. McLain Donation Land Claim 70 in Township 10 South, Range 3 West of the Willamette Meridian in Linn County, Oregon, and South 89°47' West 2319.24 feet from the Southeast corner of said North half; and running thence North 8°30' East along the center line of said county road, 328.0 feet; thence North 89°47' East parallel to the South line of the North half of said Donation Land Claim 70, a distance of 373.0 feet to a 1/2 inch iron rod; thence South 8°30' West parallel to the County Road, 328.0 feet to a 1/2 inch iron rod on the South line of the North half of said Donation Land Claim 70; thence South 89°47' West along said South line, 373.0 feet to the point of beginning. SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

PARCEL II:

Beginning on the East line of and South 1°45' East 25 chains from the Northeast corner of the Edmund C. McLain DLC 70 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 1°45' East along said East line 15.04 chains to the Southeast corner of the North half of said DLC 70; thence South 89°47' West along the South line of said North half 1946.24 feet to a 1/2 inch iron rod which is North 89°47' East 373.0 feet from the centerline of the County Road; thence North 8°30' East parallel to said County Road, 328.0 feet to a 1/2 inch iron rod; thence South 89°47' West parallel to the South line of the North half of said DLC 70, a distance of 373.0 feet to the centerline of said County Road; thence Northerly along said centerline to the Northwest corner of that parcel conveyed to George L. Rohner, et ux by deed recorded in Book 287, Page 713 of Deed Records; thence Easterly along the North line of said parcel to the point of beginning.

PARCEL III:

Real property located in Linn County, Oregon, more particularly described as follows: Beginning in 20.40 chains North of the Southeast corner of the E.C. McClain DLC No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 38.70 chains to the center of the County Road; thence North 8° 30' East along the center of the County Road, 20.93 chains to the North boundary of the South half of said claim; thence East along the said boundary 35.14 chains to the East boundary of said claim; thence South 1° 45' East along the said East boundary 20.45 chains to the point of beginning, Linn County, Oregon.

EXCEPT THE FOLLOWING: Beginning at the intersection of the North line of the South half of the DLC of Edmund C. McClain, being Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and the center line of County Road No. 311, said point being North 40.85 chains and West 35.14 chains from the Southeast corner of said DLC No. 70; thence South 8° 30' West along the center of said road a distance of 270.00 feet to a 1/2 inch rod; thence South 81° 30' East a distance of 900.00 feet to a 1/2 inch rod; thence North 8° 30' East a distance of 407.98 feet to a 1/2 inch rod in the North line

of the South half of said Claim No. 70; thence South 89° 47' West along said North line a distance of 910.52 feet to the point of beginning.

ALSO EXCEPT: That property conveyed to Linn County by deed recorded September 16, 1976 in Volume 145, page 284, Linn County MF records and by deed recorded July 29, 1977 in Volume 173, page 128, Linn County MF records.

ALSO EXCEPT: That property lying South of County Road No. 310 conveyed to Vern L. Peer and Mary A. Peer by deed recorded February 25, 1980 in Volume 257, page 4, Linn County MF records.

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Ticor Title  
Privacy Policy  
July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

**Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

**Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Fidelity National Financial, Inc.  
4050 Calle Real, Suite 220  
Santa Barbara, CA 93110

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**Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

13194

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**DEED RESTRICTION**

This deed restriction is imposed by the owners of the property described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

As a requirement of the Conditional Use Permit granted to ROBERT RIEDER on or about September 2, 1994, ROBERT RIEDER hereby agrees to restrict the property as follows:

The two mobile homes to be used as accessory farm dwellings and to be located on tax lot 603, which tax lot is a part of the total farm consisting of tax lots 401, 402, 600 and 603, shall be removed from tax lot 603 at such time as tax lot 603 is sold, unless said sale is the sale of the entire farm property to the same person or persons.

Dated September 9, 1994.

Robert Rieder  
ROBERT RIEDER

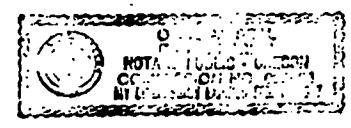
STATE OF OREGON )  
County of Linn ) ss.

This instrument was acknowledged before me on September 9, 1994, by ROBERT RIEDER.

Aina J. Harris  
Notary Public for Oregon  
My Commission Expires: 2/16/97

AFTER RECORDING, PLEASE RETURN TO:

ROBERT RIEDER  
38831 Groehong Road  
Albany, OR 97321



10-3w-18/603

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MAY 31 2019

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13194

03 = 03 = 34

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Vol 387 PAGE 161

Beginning 20.40 chains North of the Southeast corner of the E. C. McClain DLC No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 38.70 chains to the center of the County Road; thence North 8°30' East along the center of the County Road, 20.93 chains to the North boundary of the South half of said claim; thence East along said boundary 35.14 chains to the East boundary of said claim; thence South 1°45' East along the said East boundary 20.45 chains to the point of beginning, Linn County, Oregon.

**EXCEPT THE FOLLOWING:** Beginning at the intersection of the North line of the South half of the DLC of Edmund C. McClain, being Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and the center line of County Road No. 311, said point being North 40.85 chains and West 35.14 chains from the Southeast corner of said DLC No. 70; thence South 8°30' West along the center of said road a distance of 270.00 feet to a 1/4 inch rod; thence South 81°30' East a distance of 900.00 feet to a 1/4 inch rod; thence North 8°30' East a distance of 407.98 feet to a 1/4 inch rod in the North line of the South half of said Claim No. 70; thence South 89°47' West along said North line a distance of 910.52 feet to the point of beginning.

**ALSO EXCEPT:** That property conveyed to Linn County by deed recorded September 16, 1976 in Volume 145, page 284, Linn County MF records and by deed recorded July 29, 1977 in Volume 173, page 129, Linn County MF records.

**ALSO EXCEPT:** that property lying South of County Road No. 310 conveyed to Vern L. Peer and Mary A. Peer by deed recorded February 25, 1980 in volume 257, page 4, Linn County MF records.

RESERVING unto MARY LOU PARKER, the grantor, a life estate in said property.

STATE OF OREGON  
County of Linn

I hereby certify that the attached was received and duly recorded by me in the Linn County records.

STATE DORIS MILLER  
Linn County Clerk

Deputy Page

70

SEP 9 2 37 PM '84

714

847

EXHIBIT "A"

JUN 19 11 55 AM '85

STATE OF OREGON  
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records:

Volume: 387 Page: 160

DEL W. HALEY  
Linn County Clerk

MARY LOU PARKER  
Vern L. Peer  
Mary A. Peer  
1984

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MAY 31 2019

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NOTICE IS HEREBY GIVEN, that MARY LOU PARKER and ROBERT RIEDER entered into a Land Sale Contract on May 7, 1985, whereby seller agreed to sell and purchaser agreed to purchase that certain real property described as follows:

SEE ATTACHED EXHIBIT "A"

The terms and conditions of the contract are incorporated by reference as if set forth herein. This memorandum is made for the purpose of recording in the official records of Linn County, Oregon.

The true and actual consideration for this transfer is \$165,000.00

Until a change is requested, all tax statements shall be sent to the following address:

Route 2, Box 98, Albany, Oregon, 97321

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A PURCHASER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

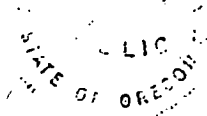
DATED this 7 day of June, 1985.

Robert Rieder  
PURCHASER

Mary Lou Parker  
SELLER

STATE OF OREGON, County of Linn ) ss.

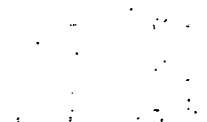
Personally appeared the above named Mary Lou Parker and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



Francis A. Hartman  
Notary Public for Oregon  
My Commission Expires: 1-24-86

STATE OF OREGON, County of Linn ) ss.

Personally appeared the above named Robert Rieder and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Francis A. Hartman  
Notary Public for Oregon  
My Commission Expires: 1-24-86

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Beginning 20.40 chains North of the Southeast corner of the E. C. McClain DLC No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 38.70 chains to the center of the County Road; thence North 8°30' East along the center of the County Road, 20.93 chains to the North boundary of the South half of said claim; thence East along said boundary 35.14 chains to the East boundary of said claim; thence South 1°45' East along the said East boundary 20.45 chains to the point of beginning, Linn County, Oregon.  
EXCEPT THE FOLLOWING: Beginning at the intersection of the North line of the South half of the DLC of Edmund C. McClain, being Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and the center line of County Road No. 311, said point being North 40.85 chains and West 35.14 chains from the Southeast corner of said DLC No. 70; thence South 8°30' West along the center of said road a distance of 270.00 feet to a 1/2 inch rod; thence South 81°30' East a distance of 900.00 feet to a 1/2 inch rod; thence North 8°30' East a distance of 407.98 feet to a 1/2 inch rod in the North line of the South half of said Claim No. 70; thence South 89°47' West along said North line a distance of 910.52 feet to the point of beginning.

ALSO EXCEPT: That property conveyed to Linn County by deed recorded September 16, 1976 in Volume 145, page 284, Linn County MF records and by deed recorded July 29, 1977 in Volume 173, page 128, Linn County MF records.

ALSO EXCEPT: that property lying South of County Road No. 310 conveyed to Vern L. Peer and Mary A. Peer by deed recorded February 25, 1980 in volume 257, page 4, Linn County MF records.

RESERVING unto MARY LOU PARKER, the grantor, a life estate in said property.

10-3W-18-600  
603

EXHIBIT "A"

JUN 19 11 55 AM '85

STATE OF OREGON  
County of Linn

DEL W. RILEY  
Linn County Clerk

I hereby certify that the attached was received and duly recorded by me in Linn County records:

By js Deputy

Volume: MF 387 Page: 160

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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF LINN

In the Matter of the Estate ) ORDER APPROVING FINAL  
of ) ACCOUNT AND DECREE  
MAY LOU PARKER, Deceased. ) OF DISTRIBUTION  
Case No. 17292

The Personal Representative having filed the Final Account (Short Form) and Petition for Decree of Distribution and there being included in said Final Account a form of waiver by the residuary beneficiaries to notice of said Final Account, the Court finds that:

1.

All Oregon income, inheritance, and personal property taxes have been paid and appropriate receipts, releases, and clearances have been filed herein.

2.

The Personal Representative is entitled to compensation from the estate in the amount of \$5,229 for services, as provided in ORS 116.173; however, the Personal Representative has agreed to accept the sum of \$4,000.00 as full compensation for her services.

3.

Remaining unsatisfied claims and expenses of administration, including reasonable attorney fees, are: Personal Representative's fee in the sum of \$4,000.00, attorney fees in the sum of

1 - ORDER

10-3w-18 / 600 of 608 ← OR 16

WEATHERFORD, THOMPSON, BRICKEY & QUICK, P.C.  
ATTORNEYS AT LAW, 150 W. FIRST AVENUE  
ALBANY, OREGON 97311-0218  
TELEPHONE: 503/880-3285  
FACSIMILE: 503/887-8878  
AFTER RECORDING RETURN TO: 295037  
AMERICAN PACIFIC TITLE

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1 \$3,200.00, payable to Weatherford, Thompson, Quick & Ashenfelter,  
2 P.C., and costs advanced by said attorneys in the sum of \$461.90,  
3 and such other costs as should be advanced by the said attorneys  
4 prior to closure of this estate.

5  
6 4.

7 The remainder of the estate assets after payment of the  
8 claims and expenses set forth above is vested in RITA L. DRAHEIM,  
9 ANITA S. MARINOS, KATHYE K. SMITH and KARLA L. SORENSEN, in equal  
10 shares, pursuant to paragraph V. of decedent's Last Will and  
11 Testament.

12 IT IS ORDERED AND DECREED:

- 13 1. The Final Account is approved.
- 14 2. The Personal Representative is directed to pay a  
15 Personal Representative's fee to herself in the amount of  
16 \$4,000.00.
- 17 3. The Personal Representative is directed to pay reason-  
18 able attorney fees in the amount of \$3,200.00 to Weatherford,  
19 Thompson, Quick & Ashenfelter, P.C., and costs advanced in the  
20 amount of \$448.85 and additional costs advanced prior to closure  
21 of this estate.
- 22 4. The Personal Representative is directed to make dis-  
23 tribution of the remaining estate property to RITA L. DRAHEIM,  
24 ANITA S. MARINOS, KATHYE K. SMITH and KARLA L. SORENSEN, in equal  
25 shares, as forth in paragraph 4 above, including that certain  
real property and Land Sale Contract more fully described in

2 - ORDER

WEATHERFORD, THOMPSON, BRICKEY & QUICK, P.C.

ATTORNEYS AT LAW  
P O BOX 667 — 130 W FIRST AVENUE  
ALBANY, OREGON 97311-0218  
TELEPHONE: 6031926-2285  
FACSIMILE: 6031967-6579

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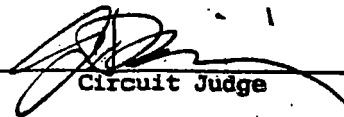
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1 Exhibit "1" attached hereto and incorporated herein by this  
2 reference which is distributed to RITA L. DRAHEIM, ANITA S.  
3 MARINOS, KATHYE K. SMITH and KARLA L. SORENSEN, each as to an  
4 undivided one-fourth interest, as tenants in common.

5 5. That upon said Personal Representative's filing herein  
6 of Receipts from said beneficiaries showing receipt of their dis-  
7 tributive shares of said property, that said Personal Representa-  
8 tive be discharged from her trust and said estate be closed.

9 DATED this 13 day of November, 1990.

10  
11   
12 Circuit Judge

13 Submitted By:  
14 MICHAEL G. COWGILL, OSB 78168  
15 Weatherford, Thompson, Quick & Ashenfelter, P.C.  
16 Attorneys for the Personal Representative  
17 130 W. First Avenue  
18 P.O. Box 667  
19 Albany, OR 97321  
20 (503) 926-2255

21 Personal Representative:  
22 KARLA L. SORENSEN  
23 Personal Representative  
24 4132 Durillo Place, SE  
25 Albany, OR 97321

26 [rka:daily:parbar.ord:10-26-90]

3 - ORDER

WEATHERFORD, THOMPSON, BRICKLEY & QUICK, P.C.  
ATTORNEYS AT LAW  
P O BOX 667 — 130 W FIRST AVENUE  
ALBANY, OREGON 97321-0218  
TELEPHONE 503/926-2255  
FACSIMILE 503/926-4578

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EXHIBIT "1"  
to

Order Approving Final Account and Decree of Distribution

In addition to the distribution of all personal property of the estate to Rita L. Draheim, Anita S. Marinos, Kathye K. Smith and Karla L. Sorensen, the following described real property and Land Sale Contract are hereby distributed to Rita L. Draheim, Anita S. Marinos, Kathye K. Smith and Karla L. Sorensen, each as to an undivided one-fourth (1/4) interest, as tenants in common, to-wit:

Real property located in Linn County, Oregon, more particularly described as follows: Beginning 20.40 chains North of the Southeast corner of the E. C. McClain DLC No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 38.70 chains to the center of the County Road; thence North 8°30' East along the center of the County Road, 20.93 chains to the North boundary of the South half of said claim; thence East along said boundary 35.14 chains to the East boundary of said claim; thence South 1°45' East along the said East boundary 20.45 chains to the point of beginning, Linn County, Oregon.

EXCEPT THE FOLLOWING: Beginning at the intersection of the North line of the South half of the DLC of Edmund C. McClain, being Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and the center line of County Road No. 311, said point being North 40.85 chains and West 35.14 chains from the Southeast corner of said DLC No. 70; thence South 8°30' West along the center of said road a distance of 270.00 feet to a 1/2 inch rod; thence South 81°30' East a distance of 900.00 feet to a 1/2 inch rod; thence North 8°30' East a distance of 407.98 feet to a 1/2 inch rod in the North line of the South half of said Claim No. 70; thence South 89°47' West along said North line a distance of 910.52 feet to the point of beginning.

S&E  
602

ALSO EXCEPT: That property conveyed to Linn County by deed recorded September 16, 1976 in Volume 145, page 284, Linn County MF records and by deed recorded July 29, 1977 in Volume 173, page 128, Linn County MF records.

ALSO EXCEPT: That property lying South of County Road No. 310 conveyed to Vern L. Peer and Mary A. Peer by deed recorded February 25, 1980 in volume 257, page 4, Linn County MF records. Linn County Assessor Account Numbers:

EXHIBIT \_\_\_\_\_  
PAGE 1 OF \_\_\_\_\_

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SUBJECT TO: Land Sale Contract between MARY LOU PARKER, as Seller, and ROBERT RIEDER, as Purchaser, dated June 7, 1985, for the total purchase price of \$165,000, payable in monthly installments of not less than \$1,593.90 each, including interest at 10% per annum. As of the date of death, February 11, 1990, the unpaid principal balance of the contract, was \$149,864.81. Accrued interest to the date of death was \$1,357.08. Total value February 11, 1990: \$151,221.89

[rta:daily:parker.and:11-08-90]

I hereby certify this copy to be a true and correct copy of the original as on record in my office.  
*Mary Lou Parker*

EXHIBIT 1  
PAGE 2 OF 2

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AMERICAN PACIFIC TITLE & ESCROW CO.

AFFIDAVIT

I, Rita Draheim, being first duly sworn, on oath depose and say:

- That I am daughter of Lee Roy Parker (relationship to deceased) (name of decedent) Deceased.
- That said Decedent died on or about September 4, 1982, at Albany, Oregon; that at the time of (his) ~~XXXXXX~~ death (he) ~~XXXXXX~~ was ~~XXXXXXXXXXXX~~ (married to Mary Lou Parker); that ~~that~~ he died ~~XXXXXX~~ Intestate, and that the following are all of the heirs at law/<sup>and beneficiaries</sup> Lee Roy Parker, Deceased.

NAME	PRESENT	
	AGE	RELATIONSHIP TO DECEASED
<u>Mary Lou Parker</u>	<u>Deceased</u>	<u>Spouse</u>
<u>Rita Draheim</u>	<u>48</u>	<u>Daughter</u>
<u>Arita Meroo Lehnert</u>	<u>45</u>	<u>Daughter</u>
<u>Kathy Smith</u>	<u>40</u>	<u>Daughter</u>
<u>Karla Parker</u>	<u>34</u>	<u>Daughter</u>

- That except as set forth above there were no children of Decedent who predeceased Decedent and who left children surviving as lineal descendants of Decedent.
- That no probate proceedings for the estate of said Decedent have been begun in any jurisdiction; that all debts of said Decedent have been paid in full, and that there are no outstanding debts or claims against Decedent or (his) ~~XXXXXX~~ estate.

And, I hereby agree to indemnify American Pacific Title & Escrow Co. for any loss suffered by it because of the absence of Probate Proceedings for the Estate of Lee Roy Parker

DATE: January 24 1995

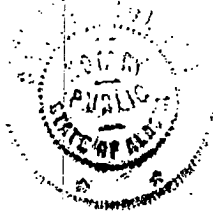
Rita Draheim  
Rita Draheim

Subscribed and sworn to before me the date shown above.

David Bolman  
Notary Public for Alaska

My Commission Expires: December 2, 1997

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AMERICAN PACIFIC TITLE & ESCROW CO.

AFFIDAVIT

I, Kathy Smith, being first duly sworn, on oath depose and say:

- 1. That I am daughter of Lee Roy Parker Deceased. (relationship to deceased) (name of decedent)
- 2. That said Decedent died on or about September 4, 1982, at Albany, Oregon; that at the time of (his) ~~XXXXXX~~ death (he) ~~XXXXXX~~ was ~~XXXXXXXXXXXX~~ (married to Mary Lou Parker); that ~~XXXX~~ he died ~~XXXXXX~~ Intestate, and that the following are all of the heirs at law/<sup>and beneficiaries</sup> of Lee Roy Parker, Deceased.

<u>NAME</u>	<u>PRESENT AGE</u>	<u>RELATIONSHIP TO DECEASED</u>
<u>Mary Lou Parker</u>	<u>Deceased</u>	<u>Spouse</u>
<u>Rita Dohelm</u>	<u>48</u>	<u>Daughter</u>
<u>Anita Mareno Lehnert</u>	<u>45</u>	<u>Daughter</u>
<u>Kathy Smith</u>	<u>40</u>	<u>Daughter</u>
<u>Karla Parker</u>	<u>34</u>	<u>Daughter</u>

- 3. That except as set forth above there were no children of Decedent who predeceased Decedent and who left children surviving as lineal descendants of Decedent.
- 4. That no probate proceedings for the estate of said Decedent have been begun in any jurisdiction; that all debts of said Decedent have been paid in full, and that there are no outstanding debts or claims against Decedent or (his) ~~XXXXXX~~ estate.

And, I hereby agree to indemnify American Pacific Title & Escrow Co. for any loss suffered by it because of the absence of Probate Proceedings for the Estate of Lee Roy Parker.

DATE: February 8 1995

Subscribed and sworn to before me the date shown above.

Kathy Smith  
Kathy Smith

Evelyn J. Lacey  
Notary Public for Oregon

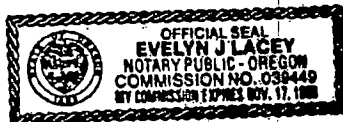
My Commission Expires:

11/17/98

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AMERICAN PACIFIC TITLE & ESCROW CO.

AFFIDAVIT

I, Arita Mareno Lehnert, being first duly sworn, on oath depose and say:

1. That I am daughter of Lee Roy Parker (relationship to deceased) (name of decedent) Deceased.

2. That said Decedent died on or about September 4, 1982, at Albany, Oregon; that at the time of (his) ~~death~~ death (he) ~~was~~ was ~~deceased~~ (married to Mary Lou Parker); that ~~that~~ he died ~~intestate~~ intestate, and that the following are all of the heirs at law/<sup>and beneficiaries</sup> of Lee Roy Parker, Deceased.

NAME	PRESENT AGE	RELATIONSHIP TO DECEASED
<u>Mary Lou Parker</u>	<u>Deceased</u>	<u>Spouse</u>
<u>Rita Dezhnev</u>	<u>48</u>	<u>Daughter</u>
<u>Arita Mareno Lehnert</u>	<u>45</u>	<u>Daughter</u>
<u>Kathye Smith</u>	<u>40</u>	<u>Daughter</u>
<u>Karla Parker</u>	<u>34</u>	<u>Daughter</u>

3. That except as set forth above there were no children of Decedent who predeceased Decedent and who left children surviving as lineal descendants of Decedent.

4. That no probate proceedings for the estate of said Decedent have been begun in any jurisdiction; that all debts of said Decedent have been paid in full, and that there are no outstanding debts or claims against Decedent or (his) ~~estate~~ estate.

And, I hereby agree to indemnify American Pacific Title & Escrow Co. for any loss suffered by it because of the absence of Probate Proceedings for the Estate of Lee Roy Parker.

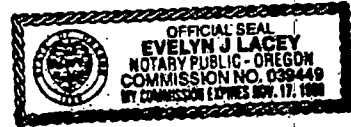
DATE: January 23rd 1995

Subscribed and sworn to before me the date shown above. Arita Mareno Lehnert Arita S. Lehnert

Evelyn J. Lacey  
Notary Public for Oregon

My Commission Expires: 1/17/99

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AMERICAN PACIFIC TITLE & ESCROW CO.

AFFIDAVIT

I, Karla Parker, aka Karla Sorensen, being first duly sworn, on oath depose and say:

1. That I am daughter of Lee Roy Parker, Deceased. (relationship to deceased) (name of decedent)

2. That said Decedent died on or about September 4, 1982, at Albany, Oregon; that at the time of (his) ~~XXXXXX~~ death (he) ~~XXXXXX~~ was ~~XXXXXXXXXXXX~~ (married to Mary Lou Parker); that ~~XXXX~~ he died ~~XXXX~~ testate, and that the following are all of the heirs at law/<sup>and beneficiaries</sup> Lee Roy Parker, Deceased.

NAME	PRESENT	RELATIONSHIP TO DECEASED
	AGE	
<u>Mary Lou Parker</u>	<u>Deceased</u>	<u>Spouse</u>
<u>Rita Draheim</u>	<u>48</u>	<u>Daughter</u>
<u>Anita Maren Lehnert</u>	<u>45</u>	<u>Daughter</u>
<u>Kathiye Smith</u>	<u>40</u>	<u>Daughter</u>
<u>Karla Parker</u>	<u>34</u>	<u>Daughter</u>

3. That except as set forth above there were no children of Decedent who predeceased Decedent and who left children surviving as lineal descendants of Decedent.

4. That no probate proceedings for the estate of said Decedent have been begun in any jurisdiction; that all debts of said Decedent have been paid in full, and that there are no outstanding debts or claims against Decedent or (his) ~~XXXX~~ estate.

And, I hereby agree to indemnify American Pacific Title & Escrow Co. for any loss suffered by it because of the absence of Probate

Proceedings for the Estate of Lee Roy Parker. Attached hereto marked Exhibit "A" and incorporated herein by this reference is a true copy of the Last Will and Testament of Lee Roy Parker executed April 28, 1978. No probate proceedings were required under said Last Will and Testament. DATE: January 24, 1995

Karla Parker  
Karla Parker, aka Karla Sorensen

Subscribed and sworn to before me the date shown above.

Evelyn J. Lacey  
Notary Public for Oregon

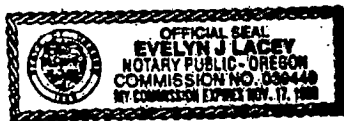
My Commission Expires: 11/17/98

\*\*because all assets were owned jointly with right of survivorship between my father, Lee Roy Parker, and my mother, Mary Lou Parker.

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LAST WILL AND TESTAMENT

OF

LEE ROY PARKER

I, LEE ROY PARKER, of Albany, county of Linn, state of Oregon, do hereby make, publish and declare this to be my Last Will and Testament, and do hereby expressly revoke all Wills and Codicils heretofore made by me.

I.

I declare that I am the husband of MARY LOU PARKER, hereinafter referred to as my wife, and that the names of our children are:

RITA LOU PARKER DRAHEIM

ANITA SUE PARKER FUZI

KATHYE KAYE PARKER PARSONS

KARLA LEE PARKER

and that we have no other children, living or deceased. I intend by this Will to remember all of my children, including any hereafter born, and also the issue, whether now living or hereafter born, of any child of mine who may predecease me. I declare that all persons related to me by a relationship which is created by legal adoption shall be considered as

PAGE 1 LAST WILL & TESTAMENT OF

*Lee Roy Parker*

Exhibit A  
Page 1 of 6

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though such adopted child were the natural child of his or her adoptive parent.

II.

Unless otherwise expressly stated or limited herein:

- A. The word "devise" shall mean "give, devise, bequeath, and appoint" or any combination of said words as may be necessary or appropriate and shall pass my entire interest in any property affected.
- B. The words "estate" or "property" when used herein shall mean all property - real, personal and mixed - of which I may die seized or possessed, or in which I may have any legal or equitable interest, and, where appropriate, shall include all property comprising my estate.
- C. The word "children" shall mean all children now or hereafter born of the marriage between myself and my wife - MARY LOU PARKER.
- D. The words "children" and "issue" shall include any adopted child or issue, and I declare that all persons related to me by a relationship which is created by a legal adoption shall be considered as though such adopted child were the natural child of his or her adoptive parent.

PAGE 2 LAST WILL & TESTAMENT OF

*Lou Boy Parker*

Exhibit A  
Page 2 of 6

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- E. The word "personal representative," as used herein shall include, respectively, any substitute personal representative named or designated herein or duly appointed by any court of competent jurisdiction.
- F. Wherever in this Will the context may require, the masculine, feminine and neuter gender shall be deemed to include the other or others, and the singular and plural numbers shall be deemed to include the other.

III.

I direct my personal representative to pay from my estate all my debts, the expenses of my last illness, funeral and final interment, and the expenses of the administration of my estate.

IV.

I direct my personal representative to pay from my estate all estate, inheritance or other death taxes or duties which may be assessed, imposed with respect to or upon my estate, or any part thereof, or become payable by reason of my death, whether or not passing under my Will, and I authorize my personal representative to contest or compromise any claims for such taxes. I further direct that all such taxes shall be paid from the residue of my estate

PAGE 3 LAST WILL & TESTAMENT OF

*Lu Roy Padua*

Exhibit   A    
Page   3   of   6  

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without apportionment thereof and without collecting or withholding any part thereof from any beneficiary under my Will, or under any life insurance of mine which may be subject to such tax, or from the surviving owner of any property owned jointly with me, or from any donee of any transfer or power includable in my estate for the purpose of such taxes and duties.

V.

I devise my estate of whatever nature, to my wife, if she survives me. If my said wife shall predecease me, then I devise my estate to my children in equal shares.

If a child of mine shall predecease me leaving issue surviving, then that child's equal share shall be distributed to that child's issue by right of representation.

If a child of mine shall predecease me, leaving no issue surviving, then that child's equal share shall be added to and become a part of my other children's equal shares and distributed as a part thereof.

If all of my children shall predecease me, leaving no issue surviving, then the rest, residue and remainder of my estate shall be distributed to those persons then living who would be entitled to receive my personal property under the laws of the state of Oregon then in effect governing the distribution of personal property of intestate persons.

PAGE 4 LAST WILL & TESTAMENT OF Lee Roy Farber

Exhibit A  
Page 4 of 6

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VII.

In the event that my wife and I shall die simultaneously or under circumstances which render it difficult to determine the order of death, then I shall be deemed to have predeceased my wife.

IN WITNESS WHEREOF, I hereby set my hand to this page and each of the preceding 5 pages of this, my Last Will and Testament on this 28 day of April, 1978.

Lee Roy Parker

The foregoing instrument, consisting of 6 typewritten pages, including this page, was, on the date hereof, signed, published and declared by LEE ROY PARKER to be his Last Will and Testament in our presence, who, at his request and in his presence and in the presence of each other, all being present at the same time, have hereunto subscribed our names as witnesses.

Janet Young Residing at Albany, Oregon  
Cheryl Young Residing at Albany, Oregon

PAGE 6 LAST WILL & TESTAMENT OF LEE ROY PARKER.

Exhibit A  
Page 5 of 6

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IN THE \_\_\_\_\_ COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF Linn

IN THE MATTER OF THE ESTATE )  
OF )  
LEE ROY PARKER, Deceased )  
STATE OF OREGON )  
County of Linn ) ss

No. \_\_\_\_\_  
AFFIDAVIT OF ATTESTING  
WITNESSES TO WILL OF  
LEE ROY PARKER

We, the undersigned, being sworn, each for myself say:

On the date of the foregoing Will of LEE ROY PARKER in our presence, said LEE ROY PARKER signed the same and declared it to be his Will, whereupon, at his request and in his presence, we attested the Will by signing our names thereto.

To the best of my knowledge and belief, the testator was, at that time, over the age of 18 years and of sound mind.

[Signature]  
[Signature]

Subscribed and sworn to by each of the affiants above named this 28 day of April, 1978.

[Signature]  
Notary Public for Oregon  
My Commission expires: 11-3-78

STATE OF OREGON  
County of Linn

I hereby certify that the attached was received and duly recorded by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk  
By PA Deputy

764  
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APR 24 3 23 PM '95

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Exhibit A  
Page 6 of 6

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LINN COUNTY, OREGON

2007-22731

C-CONMEM

Cnt=1 SIn=1 COUNTER

09/24/2007 12:00:57 PM

\$25.00 \$11.00 \$10.00

\$46.00



00082247200700227310050057

I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



Steve Druckenmiller - County Clerk

After Recording Return to:

✓ June Hummel & Laurie M. Larson

38831 Groshong Road NE

Albany, OR 97321

Send All Tax Statements to:

June Hummel & Laurie M. Larson

38831 Groshong Road NE

Albany, OR 97321

MEMORANDUM OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS THAT ROBERT RIEDER, has by contract dated the 31st day of August, 2007, sold to LAURIE M. LARSON and JUNE HUMMEL, tenants in common with right of survivorship, the following described property situated in Linn County, Oregon:

See Exhibit "A" attached hereto..

That the said LAURIE M. LARSON and JUNE HUMMEL are the equitable owners of said real property subject to the terms and conditions of said contract dated the 31st day of August, 2007, made and entered into by the parties for the sale and purchase of said real property.

The true and actual consideration for this transfer is FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00), which includes \$75,000.00 of equipment and/or personal property.

This Memorandum of Contract must be recorded in the County Recorder's Records immediately by the Vendor.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES [AND], TO DETERMINE ANY LIMITS OR LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

Page 1

Memorandum of Contract

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10-3w-18 / 603 + 600

First American Title 1065440



**EXHIBIT A****LEGAL DESCRIPTION:**

Beginning 20.40 chains North of the Southeast corner of the E. C. McClain Donation Land Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 38.70 chains to the center of the County Road; thence North 8°30' East along the center of the County Road, 20.93 chains to the North boundary of the South half of said claim; thence East along said boundary 35.14 chains to the East boundary of said claim; thence South 1°45' East along the said East boundary 20.45 chains to the point of beginning, Linn County, Oregon. Except the following: Beginning at the Intersection of the North line of the South half of the Donation Land Claim of Edmund C. McClain, being Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and the center line of County Road No. 311, said point being North 40.85 chains and West 35.14 chains from the Southeast corner of said Donation Land Claim No. 70; thence South 8°30' West along the center of said road a distance of 270.00 feet to a ½ inch rod; thence South 81°30' East a distance of 900.00 feet to a ½ inch rod; thence North 8°30' East a distance of 407.98 feet to a ½ inch rod in the North line of the South half of said Claim No. 70; thence South 89°47' West along said North line a distance of 910.52 feet to the point of beginning.

Also except: That property conveyed to Linn County by deed recorded September 16, 1976 in Volume 145, Page 284, Linn County MF records and by deed recorded July 29, 1977 in Volume 173, Page 128, Linn County MF records.

Also Except: that property lying South of County Road No. 310 conveyed to Vern L. Peer and Mary A. Peer by deed recorded February 25, 1980 in Volume 257, Page 4; Linn County MF records.

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WEATHERFORD THOMPSON

PAGE 02/03

**ADDENDUM TO LAND SALE CONTRACT AGREEMENT**

This Addendum made this 20<sup>th</sup> day of Sept., 2007 by Robert Rieder ("Vendor") and Laurie M. Larson and June Hummel ("Purchaser") amends the original agreement dated January 19, 2006 (Original Agreement).

The Addendum modifies the Original Agreement as follows:

1. The Original Agreement calls for \$75,000 to be paid towards equipment listed at Exhibit B. An additional \$400,000 was required to purchase the property for a total of \$470,000. Purchaser provided Seller a promissory note for \$75,000 for the equipment containing separate terms of payment than what was provided for under the Original Agreement. Purchaser and Seller realize that the creation of the note was in error. That note is hereby deemed null and void and will be destroyed. Instead, the full \$475,000, less deposits and advances (real property and equipment) will be covered under the Original Agreement under the terms provided therein except as modified by this Addendum. Seller shall provide all the equipment listed in Exhibit B, in good working condition, to Purchaser on or before the closing date.
2. Buyer has provided and Seller has already received the \$5,000 earnest money called for in the Original Agreement. However, that earnest money was transferred over and credited towards the Groshong property purchase price and not towards the purchase price for the subject property. Buyer is not obligated to provide any additional earnest money for this property and the remaining balance remains ~~\$470,000~~: \$475,000.00. *AR*
3. The first payment by Purchaser is not due until October 5, 2007 or within 7 days after Robert Rieder vacates the property, whichever is later. Each monthly payment thereafter shall be due on the 5<sup>th</sup> of the month unless such day is a Saturday, Sunday or bank holiday, in which case the payment shall be due on the next business day.
4. There shall be no prepayment penalty or prepayment limitations.
5. If Robert Rieder fails to relinquish possession of all the property by October 31, 2007 11:59 p.m., he will pay Purchaser \$125 for each day he remains or holds over on the property. In lieu of payment, Purchaser may offset any hold over sums from any payment due under the Original Agreement. On November 1, 2007, Vendor shall have no right of possession and Purchaser may use any remedy to evict and remove Vendor.
6. Except for personal property listed in Exhibit B, no personal property shall be sold under this contract of sale of the farm, buildings, home and two mobile

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WEATHERFORD THOMPSON

PAGE 03/03

homes, however Purchaser may remove one mobile home, but must replace it with another mobile home.

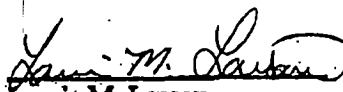
- 7. Unless otherwise modified by this Addendum, all terms of the Original Agreement shall remain in full force and effect.
- 9. Collection Escrow. The Escrow Holder shall also collect and distribute all sums owing under the agreement. Buyer and Seller shall split all fees and costs associated with the Collection Escrow.

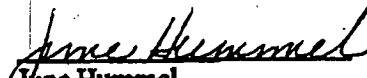
The parties hereto have executed this Addendum effective as of the day and year first above written.

Vendor

  
 Robert Rieder

Purchaser

  
 Laurie M. Larson

  
 Jane Hummel

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481  
402



After recording return to:  
June Hummel & Laurie M. Larson  
38831 Groshong Road NE  
Albany, OR 97321

Until a change is requested all tax statements shall be sent to the following address:  
June Hummel & Laurie M. Larson  
38831 Groshong Road NE  
Albany, OR 97321

File No.: 7091-1065492 (SCC)  
Date: August 30, 2007

THIS SPACE RESERVED FOR RECORDER'S USE

LINN COUNTY, OREGON 2007-22729  
D-BS 09/24/2007 12:00:57 PM  
Cnt=1 Stn=1 COUNTER \$10.00 \$11.00 \$10.00 \$31.00



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



### STATUTORY BARGAIN AND SALE DEED

The true consideration for this conveyance is ~~\$to correct vesting~~. (Here comply with requirements of ORS 93.030)

June Hummel, as to an undivided one-half interest and Laurie M. Larson, as to an undivided one-half interest, as tenants in common, Grantor, conveys to June Hummel and Laurie M. Larson, not as tenants in common but with rights of survivorship, Grantee, the following described real property:

**Parcel I:**

Beginning at a 1" iron rod in the center of the County Road, said 1" iron rod being on the South line of the North half of the Edmund C. McLain Donation Land Claim 70 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and South 89°47' West 2319.24 feet from the Southeast corner of said North half; and running thence North 8°30' East along the center line of said county Road, 328.0 feet; thence North 89°47' East parallel to the South line of the North half of said Donation Land Claim 70 a distance of 373.0 feet to a 1/2" iron rod; thence South 8°30' West parallel to the County Road, 328.0 feet to a 1/2" iron rod on the South line of the North half of said Donation Land Claim 70; thence South 89°47' West along the South line, 373.0 feet to the point of beginning. Save and except that portion of the above described tract of land lying within the boundaries of public roads and highways.

**Parcel II:**

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10-34-18 / 401 y 402  
First American Title 1065492



✓ After recording return to:  
AmeriTitle  
1255 Lee Street, Suite 110  
Salem, Oregon 97302

LINN COUNTY, OREGON **2007-22728**  
D-TD  
Cnt=1 Stn=1 COUNTER 09/24/2007 12:00:57 PM  
\$65.00 \$11.00 \$10.00 **\$86.00**



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



Steve Druckenmiller - County Clerk

**TRUST DEED**

THIS TRUST DEED, made this 31<sup>st</sup> day of August, 2007, between June Hummel, as to an undivided one-half interest, and Laurie M. Larson, as to an undivided one-half interest, as tenants in common, Grantors, Michael J. Martinis, a licensed Oregon attorney in good standing, Trustee, and Heuberger Funding, LLC, an Oregon Limited Liability Company, as Beneficiary,

**WITNESSETH:**

Grantors irrevocably grant, bargain, sell and convey to Trustee in trust, with power of sale, the property in Linn County, Oregon, legally described as:

**SEE EXHIBIT "A" ATTACHED**

**SUBJECT TO:**

1. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm Use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.

Should the property ever be disqualified for Farm Use, Grantors acknowledge and agree that additional real property taxes will be due and payable, which such additional real property taxes shall be paid by Grantors within three (3) months from the date of such additional assessment, and Grantors shall hold and save Beneficiary harmless therefrom.

2. Regulations, including levies, liens, assessments, rights of way and easements of the Linn Soil and Water Conservation District. (Assessments, when levied, will be included in the Ad Valorem taxes.)
3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantors herein contained and payment of the sum of Four Hundred Thousand Dollars (\$400,000.00), with interest thereon according to the terms of a Promissory Note of even date herewith, payable to

Page 1- TRUST DEED

Martinis & Hill  
110 Madrona Avenue S.E., Salem, Oregon 97302  
(503) 566-5800

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MAY 31 2019

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13194

10-3W-18 / 401 + 402  
1065492  
First American Title



Beneficiary or order and made by Grantors, the final payment of principal and interest thereof, if not sooner paid, to be due and payable as set forth in the foregoing Promissory Note, a copy of which is attached to this Trust Deed, marked Exhibit B and by this reference incorporated herein.

The date of maturity of the debt secured by this instrument is the date stated above on which the final installment of said note becomes due and payable.

To protect the security of this Trust Deed, Grantors agree:

1. That all improvements now on or hereafter placed on the premises shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of the Beneficiary. Grantors shall not commit or suffer any waste of the property or any improvements hereafter placed thereon, or any landscaping of the subject property, and shall maintain the property and all improvements now on or hereafter placed thereon and alterations thereof in good repair and condition. Grantors shall promptly comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the property, and in this connection, promptly make all required repairs, alterations and additions.

2. To keep all improvements now existing or which shall hereafter be placed on the subject real property insured against fire and other casualties covered by standard policy of fire, hazard and casualty insurance with extended coverage endorsements. The policy shall be written to the full replacement value with loss payable to the parties hereto as their interest appears at the time of loss, with priority in payment to the Beneficiary. Existing insurance policies shall be prorated as of the date of closing. Insurance proceeds paid as a result of any casualty or hazard shall be used to repair, rebuild or replace the improvements situated upon the subject real property. All repair, replacement or rebuilding shall be done in a good and workmanlike manner by a licensed building contractor. All plans, specifications, work orders, bids and proposals for any such repair, replacement or rebuilding shall be first approved by Beneficiary in writing. No casualty or loss sustained shall operate to abate any payments required to be made under the terms of this Trust Deed. All insurance policies shall be deposited with the Beneficiary and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten (10) days prior written notice to the Beneficiary. Grantors shall, on demand, furnish to the Beneficiary written proof that all insurance premiums have been paid and are current. In the event of loss, the Grantors shall give immediate notice to the Beneficiary. The Beneficiary may make proof of all uninsured losses if Grantors fail to do so within 15 days of the casualty. All uninsured losses shall be borne by the Grantors on or after the date Grantors took possession of the property.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the Beneficiary may require and to pay for filing same in the proper public office, or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary. The parties agree that this Trust Deed shall also constitute a security agreement under the Uniform Commercial Code.

Page 2- TRUST DEED

Martinis & Hill  
110 Madrona Avenue S.E., Salem, Oregon 97302  
(503) 566-5800

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MAY 31 2019

OWRD

13194

4. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to Beneficiary; should Grantors fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantors, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 5, 6 and 7 of this Trust Deed, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the Grantors, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.

5. Grantors shall pay all real property taxes for each fiscal tax year in full no later than December 1st of each fiscal tax year.

6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation and Trustee's attorney's fees actually incurred, either in enforcement hereof by private advertisement and sale or in any suit or action filed hereon or in any appeal therefrom.

7. To appear and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including any suit for the foreclosure of this Trust Deed, to pay all costs and expenses, including evidence of title and the Beneficiary's or Trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court, Grantors further agree to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorney's fees on such appeal.

8. This Trust Deed and the Promissory Note secured thereby are personal to the Beneficiary and the Grantors herein, and the Grantors shall not assign this agreement, sell this property on contract or transfer their rights herein or in the property covered hereby, or lease, rent or demise the subject property or any portion thereof to any other third party without the written consent of the Beneficiary first had and obtained, which such consent shall not be unreasonably withheld. Beneficiary may require such personal information concerning any buyer, assignee or grantee as a prudent lender would require of a prospective borrower. It is specifically understood and agreed that this transaction is personal between the parties hereto and that the Beneficiary's desire to accept Grantors' personal responsibility is a material inducement to Beneficiary in executing this transaction. Grantors agree to pay Beneficiary all costs associated with reviewing the

Page 3- TRUST DEED

Martinis & Hill  
110 Madrona Avenue S.E., Salem, Oregon 97302  
(503) 566-5800

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**EXHIBIT A****LEGAL DESCRIPTION:****Parcel I:**

Beginning at a 1" iron rod in the center of the County Road; said 1" iron rod being on the South line of the North half of the Edmund C. McLain Donation Land Claim 70 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and South 89°47' West 2319.24 feet from the Southeast corner of said North half; and running thence North 8°30' East along the center line of said county Road, 328.0 feet; thence North 89°47' East parallel to the South line of the North half of said Donation Land Claim 70 a distance of 373.0 feet to a 1/2" iron rod; thence South 8°30' West parallel to the County Road, 328.0 feet to a 1/2" iron rod on the South line of the North half of said Donation Land Claim 70; thence South 89°47' West along the South line, 373.0 feet to the point of beginning. Save and except that portion of the above described tract of land lying within the boundaries of public roads and highways.

**Parcel II:**

Beginning on the East line of and South 1°45' East 25 chains from the Northeast corner of the Edmund C. McLain Donation Land Claim No. 70 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running South 1°45' East, along said East line, 15.04 chains to the Southeast corner of the North half of said Donation Land Claim No. 70; thence South 89°47' West along the South line of said North half, 1946.24 feet to a 1/2" iron rod which is North 89°47' East 373.0 feet from the centerline of the county road; thence North 8°30' East parallel to said county road, 328.0 feet to a 1/2" iron rod; thence South 89°47' West parallel to the South line of the North half of said Donation Land Claim No. 70, a distance of 373.0 feet to the centerline of said county road; thence Northerly along said centerline to the Northwest corner of that parcel conveyed to George L. Rohner, et ux, by deed recorded in Book 287, Page 713, Deed Records; thence Easterly along the North line of said parcel to the point of beginning, subject to the rights of the public in the use of the existing county road.

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MAY 31 2019

**OWRD****13194**



222 High Street SE  
Salem OR 97301

December 4, 2007

Ticor Title Company  
Deana Freauff  
1000 SW Broadway, suite 1555  
Portland, OR 97205

Buyer/Borrower: Eggert  
Seller: Larson  
Re: 913046

*please  
return  
for Jek  
marks  
K  
12/5*

**REPORT NO. 200723795**

**Supplemental No. ONE - amend vesting to Parcel III**

Preliminary Report For:

Standard Owner's Policy	\$1,195,000.00	Premium: \$1,795.00
Government Service Fee		Premium: \$30.00

**This report shall become null and void unless a policy is issued.**

We are prepared to issue an ALTA policy (6/17/2006) as written by Ticor Title Insurance Company, in the form and amount shown above insuring the title to the following described land:

See 'Legal Description' attached hereto and by reference made a part hereof.

Real Property Tax Account No.: 0043055 10S 3W 18 401, 0043071 10S 3W 18 600, 0043105 10S 3W 18 603, 0331567 10S 3W 18 402

Situs Address as disclosed by Linn County Tax Roll:

32453 Millersburg Dr NE, Albany, OR 97321  
38847 Groshong Rd NE, Albany, OR 97321

**VESTED IN:**

June Hummel and Laurie M. Larson, not as tenants in common, but with rights of survivorship, as to Parcels I and II and Robert Rieder, an estate in fee simple, as to Parcel III

Dated as of November 15, 2007 at 8:00 a.m.

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**Serving Oregon Since 1908**

13194

12. The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.
13. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof,

Recorded: September 9, 1994  
 Volume: 714 Page: 847  
 in Linn County, Oregon.

14. Real Estate Contract, including the terms and provisions thereof, a memorandum of which was,

Dated: August 31, 2007  
 Recorded: September 24, 2007  
 Vendor: Robert Rieder  
 Vendee: Laurie M. Larson and June Hummel, tenants in common with right of survivorship  
 Instrument No.: 2007-22731  
 in Linn County, Oregon.  
 Affects: Parcel III

15. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein,

Grantor: June Hummel, as to an undivided one-half interest and Laurie M. Larson, as to an undivided one-half interest, as tenants in common  
 Trustee: Michael J. Martinis, an Oregon Attorney  
 Beneficiary: Heuberger Funding, LLC, an Oregon limited liability company  
 Amount: \$400,000.00  
 Dated: August 31, 2007  
 Recorded: September 24, 2007  
 Instrument No.: 2007-22728  
 in Linn County, Oregon.  
 Affects: Parcels I and II

END OF EXCEPTIONS

NOTE: The premium amount has been reduced by application of a Reissue Rate. Your credit is \$598.00.

NOTE: THE FOLLOWING IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

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LEGAL DESCRIPTION

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PARCEL I:

Beginning at a 1 inch iron rod in the center of the County Road, said 1 inch iron rod being the South line of the North half of the Edmund C. McLain Donation Land Claim 70 in Township 10 South, Range 3 West of the Willamette Meridian in Linn County, Oregon, and South 89°47' West 2319.24 feet from the Southeast corner of said North half; and running thence North 8°30' East along the center line of said county road, 328.0 feet; thence North 89°47' East parallel to the South line of the North half of said Donation Land Claim 70, a distance of 373.0 feet to a 1/2 inch iron rod; thence South 8°30' West parallel to the County Road, 328.0 feet to a 1/2 inch iron rod on the South line of the North half of said Donation Land Claim 70; thence South 89°47' West along said South line, 373.0 feet to the point of beginning. SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

PARCEL II:

Beginning on the East line of and South 1°45' East 25 chains from the Northeast corner of the Edmund C. McLain DLC 70 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 1°45' East along said East line 15.04 chains to the Southeast corner of the North half of said DLC 70; thence South 89°47' West along the South line of said North half 1946.24 feet to a 1/2 inch iron rod which is North 89°47' East 373.0 feet from the centerline of the County Road; thence North 8°30' East parallel to said County Road, 328.0 feet to a 1/2 inch iron rod; thence South 89°47' West parallel to the South line of the North half of said DLC 70, a distance of 373.0 feet to the centerline of said County Road; thence Northerly along said centerline to the Northwest corner of that parcel conveyed to George L. Rohner, et ux by deed recorded in Book 287, Page 713 of Deed Records; thence Easterly along the North line of said parcel to the point of beginning.

PARCEL III:

Real property located in Linn County, Oregon, more particularly described as follows: Beginning in 20.40 chains North of the Southeast corner of the E.C. McClain DLC No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 38.70 chains to the center of the County Road; thence North 8° 30' East along the center of the County Road, 20.93 chains to the North boundary of the South half of said claim; thence East along the said boundary 35.14 chains to the East boundary of said claim; thence South 1° 45' East along the said East boundary 20.45 chains to the point of beginning, Linn County, Oregon.

EXCEPT THE FOLLOWING: Beginning at the intersection of the North line of the South half of the DLC of Edmund C. McClain, being Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and the center line of County Road No. 311, said point being North 40.85 chains and West 35.14 chains from the Southeast corner of said DLC No. 70; thence South 8° 30' West along the center of said road a distance of 270.00 feet to a 1/2 inch rod; thence South 81° 30' East a distance of 900.00 feet to a 1/2 inch rod; thence North 8° 30' East a distance of 407.98 feet to a 1/2 inch rod in the North line



 **TICOR TITLE INSURANCE COMPANY**

**Commercial Office**

1000 SW Broadway, Suite 1555 • Portland OR 97205  
(503) 242-1210 • FAX: (503) 242-0770

November 9, 2007

Charles Eggert  
c/o Pacific Foods Attn: Kaye Barnes  
19480 SW 97<sup>th</sup> Avenue  
Tualatin, OR 97062

**Order Number:** 913046  
**Regarding:** Larson to Eggert  
**Property Address:** 32453 Millersburg Rd. And 38847 Groshon Rd. NE  
Albany, OR 97321  
**County:** Linn

This office is Escrow Agent for the above referenced transaction. Enclosed you will find the following:

Investment Instructions  
W-9

We request that the above be signed, completed and returned to our address at your earliest convenience. A return envelope is provided for your convenience.

Should you have any questions regarding this matter, please contact us.  
Sincerely,

**TICOR TITLE INSURANCE COMPANY**

Deana Freauff  
Escrow Officer

**RECEIVED**

**MAY 31 2019**

**OWRD**



**INVESTMENT OF ESCROW FUNDS**

DATE: November 9, 2007  
TO: **DEANA FREAUFF, ESCROW AGENT**  
TICOR TITLE INSURANCE COMPANY

ESCROW NUMBER: **913046**

Subject to all of the terms of this instruction and the terms of the above captioned escrow agreement, you are authorized and directed to open an account in the name of TICOR TITLE INSURANCE COMPANY, for the benefit of:

Charles W. Eggert

In the amount of: **\$40,000.00**

This account shall be opened at: **US Bank**

This account shall be of the following type: **Interest Bearing Account**

All interest will accrue for the benefit of and be reported to the Internal Revenue Service for the account of:

Name: Charles Eggert  
Address: c/o Pacific Foods 19480 SW 97<sup>th</sup> Avenue, Tualatin, OR 97062  
Tax ID or SSN : \_\_\_\_\_

Upon the depository's request, we will execute the appropriate Internal Revenue Service documentation for the giving of taxpayer identification information relating to this account. We authorize TICOR TITLE INSURANCE COMPANY to execute that documentation upon our inability or refusal to do so.

TICOR TITLE INSURANCE COMPANY shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall TICOR TITLE INSURANCE COMPANY be liable for any loss or impairment of funds while those funds are in the course of collection or while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of financial institution.

**SELLER:**

\_\_\_\_\_  
Laurie M. Larson

\_\_\_\_\_  
June Hummel

**PURCHASER:**

\_\_\_\_\_  
Charles W. Eggert

**RECEIVED**

MAY 31 2019

**OWRD**

Accepted by:  
**TICOR TITLE INSURANCE COMPANY**

**13194**

MAY 31 2019

Form **W-9**  
(Rev. November 2005)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

**OWRD**  
Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

#### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

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**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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**EARNEST MONEY PROMISSORY NOTE**

\$ 40,000.00

Portland, Oregon

For value received, Charles W. Eggert, (Purchaser) agrees to pay to the order of Ticor Title Insurance Company the sum of Forty Thousand and NO/100 Dollars (\$40,000.00), payable pursuant and subject to the terms and conditions of the Real Estate Sale Agreement dated November 5, 2007 for a real estate purchase for property commonly known as:

38831 and 38847 Groshong Rd. NE Albany, Oregon and 32453 Millersburg Rd. Albany, Oregon

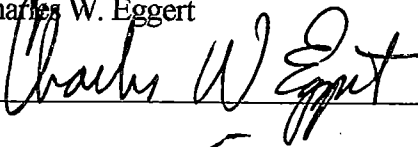
This note shall be redeemed for cash within three business days of Seller's acceptance of the offer to purchase the subject property and said cash shall be deposited into an escrow account at Ticor Title Insurance Company of Oregon, 1000 SW Broadway, Portland, Oregon.

If default occurs under the terms of this note, then the principal sum shall become due and payable at once without notice, time being of the essence, and the principal sum shall bear interest from such default until paid at the rate of 0% per annum. Failure to exercise this option to accelerate the note will not constitute a waiver of the right to later exercise the option as to that or any subsequent default.

If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof; and if a suit or an action is filed hereon, also promise to pay holder's reasonable attorney's fees to be fixed by trial court.

**BUYER:**

Charles W. Eggert



Date: November 5, 2007

*Redeemed  
11-8-07  
CWR*

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CHARLES W. EGGERT  
LOUANNA EGGERT  
19480 SW 97TH AVE.  
TUALATIN, OR 97062

1459

Date 11/8/07


24-201/1230  
197

Pay to the  
Order of Tutor Title

Forty Thousand & 00/100

\$ 40,000.00

Dollars

 Security features  
are included.  
Check on back.

Key Private  
Bank

KeyBank National Association  
Portland, Oregon 97204  
1-877-634-2968

For Albany Prop.

Kaye N Barnes MP

⑆ 12300 201 ⑆ ⑆ 371972042068 ⑆ 1459

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1 THE GREATER PORTLAND/VANCOUVER COMMERCIAL ASSOCIATION OF REALTORS®

2 PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

3 (Oregon-Commercial Form)

4 Dated: November 5, 2007

5 BETWEEN: Laurie M. Larson and June Hummel, tenants in common (Sellers)

6 AND: Charles Eggert, or Assigns (Buyer")

7 Buyer agrees to buy and Sellers agrees to sell, on the following terms, the real property  
8 and all improvements thereon (the "Property") commonly known as the 66.73 acres located at  
9 32453 Millersburg Rd., Albany, Oregon and the 48.16 acre farm and 2.78 acre home site  
10 located at 38847 Groshong Rd. NE, Albany, Oregon. These appear on the Linn County Tax  
11 Assessor's Map 10S03W18 as the following tax lots: 401, 402, 600, and 603. A copy of the  
12 Tax Assessor's Map is attached as Exhibit "A".

13 1. Purchase Price. The purchase price of the real estate is One Million One  
14 Hundred Ninety Five Thousand Dollars (\$1,195,000) payable as follows: Buyer shall assume  
15 the existing real estate land sales contract between the Sellers and Robert Reider (the  
16 memorandum of which is recorded in Linn County under the county recorder's number 2007-  
17 22731) and pay the remainder of the purchase price in cash at closing.

18 2. Earnest Money Receipt. Buyer has executed a Promissory Note in the amount of  
19 \$40,000 as earnest money for this transaction. Upon acceptance of the Buyer's offer to  
20 Purchase by the Sellers, the promissory note shall be redeemed within three business days  
21 and \$40,000 in cash shall be deposited into an escrow account at Ticor Title Company,  
22 Commercial Office, 1000 SW Broadway Street, Portland, Oregon.

23 3. Conditions to Purchase. See Addendum "A".

24 4. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's  
25 sole expense and risk, to enter onto the Property for purposes of conducting inspections,  
26 tests, and surveys concerning the property's physical, structural and environmental  
27 condition, and other matters affecting the suitability of the Property for Buyer's  
28 intended use and/or otherwise reasonably related to the purchase of the Property. Buyer  
29 shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses,  
30 including reasonable attorneys' fees and experts' fees, arising from or relating to  
31 Buyer's entry on and inspections of the Property. This agreement to indemnify, hold  
32 harmless, and defend Seller shall survive closing or any termination of this Agreement.  
33 Buyer's inspections have been satisfactorily completed and Buyer has no further  
34 contingencies concerning the physical inspection of the property.

35 5. Title Insurance. Within fourteen (14) days after the Execution Date, Sellers  
36 shall deliver to Buyer a preliminary title report from the Title Company (the "Preliminary  
37 Commitment"), together with complete and legible copies of all documents shown therein  
38 as exceptions to title, showing the status of Sellers' title to the Property. Buyer shall  
39 have five (5) business days after receipt of a copy of the Preliminary Commitment within  
40 which to give notice in writing to Sellers of any objection to such title or to any liens  
41 or encumbrances affecting the Property. Within seven (7) days after the date of such  
42 notice from Buyer, Sellers shall give Buyer written notice of whether it is willing and  
43 able to remove the objected-to exceptions. Within five (5) days after the date of such  
44 notice from Sellers, Buyer shall elect whether to purchase the Property subject to the  
45 objected-to exceptions that Sellers are unwilling or not able to remove, or to terminate  
46 this Agreement. On or before the Closing Date (defined below), Seller shall remove all  
47 exceptions to which Buyer objects to and which Sellers have agreed to remove. All  
48 remaining exceptions set forth in the Preliminary Commitment and agreed to by Buyer shall  
49 be "Permitted Exceptions." The title insurance policy to be delivered by Sellers to Buyer  
50 at closing shall contain no exceptions other than the Permitted Exceptions and the usual  
51 preprinted exceptions in an owner's standard form title insurance policy.

52 6. Default; Remedies. If the conditions, if any, to Buyer's obligation to  
53 close this transaction are satisfied or waived by Buyer and Buyer nevertheless fails,  
54 through no fault of Sellers, to close the purchase of the Property, Sellers' sole remedy  
55 shall be to retain the Earnest Money paid by Buyer. In the event Sellers fail, through  
56 no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue  
57 any remedies available at law or in equity, including without limitation, the remedy of  
58 specific performance.

59 7. Closing of Sale. Closing shall be scheduled to occur in escrow at the  
60 offices of Ticor Title Insurance Company on or before January 15, 2008. If closing is  
61 delayed for reasons outside the Buyer's control, but Buyer has otherwise acted in good  
62 faith to meet the closing date, closing shall be delayed until such obstacles to closing  
63 have been removed but in not event shall the delay continue for more than thirty (30) days  
64 beyond January 15, 2008. The sale shall be "closed" when the document conveying title is  
65 recorded and funds are disbursed to Sellers. At closing, Buyer and Sellers shall deposit  
66 with the Title Company all documents and funds required to close the transaction in  
67 accordance with the terms of this Agreement. At closing, Seller shall  
68 deliver a certification in a form approved by Buyer that Sellers are not a "foreign  
69 person" as such term is defined in the Internal Revenue Code and the Treasury Regulations  
70 promulgated under the Internal Revenue Code. At closing, Sellers shall convey title to the  
71 property to Buyer by statutory warranty deed. Furthermore, at closing, Sellers shall pay  
72 for and deliver to Buyer a standard form owner's policy of title insurance in the amount  
73 of the purchase price insuring fee simple title to the Property in Buyer subject only to  
74 the Permitted Exceptions, the standard preprinted exceptions in a standard form policy,  
75 and the trust deed securing Buyer's lender's lien on the property.

76 8. Closing Costs and Prorates. Sellers shall pay the brokerage fee called for  
77 in their real estate listing contract with Agri-Business Real Estate Services, half of  
78 which shall be owed to The McCluskey Company for services rendered in this transaction.  
79 Buyer reserves the right to reduce the purchase price by the amount due The McCluskey  
80 Company and pay that same amount to The McCluskey Company. This fee shall be paid outside  
81 of escrow within thirty (30) days of the Closing Date. Sellers shall pay the premium for  
82 the title insurance policy that Sellers are required to deliver pursuant to the above  
83 paragraph. Sellers and Buyer shall each pay one-half of the escrow fees charged by the

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35,850



1 Title Company, any excise tax, and any transfer tax. Real property taxes for the tax year  
2 in which the transaction is closed, assessments (if a Permitted Exception), personal  
3 property taxes, rents on existing tenancies paid for the month of closing, interest on  
4 assumed obligations, and utilities shall be prorated as of the Closing Date. Prepaid  
5 rents, security deposits, and other unearned refundable deposits regarding the tenancies  
6 shall be assigned and delivered to Buyer at closing.

7 9. Possession. Buyer shall be entitled to exclusive possession of tax lots 402,  
8 600 and 603 on the Closing Date, and to tax lot 401 fourteen (14) days after the closing  
9 date, subject only to those tenancies that are acceptable to Buyer.

10 10. Condition of Property. Sellers represents that, to the best of Sellers'  
11 knowledge, there are no pending or threatened notices of violation of any laws, codes,  
12 rules, or regulations applicable to the Property ("Laws"), and Sellers are not aware of  
13 any such violations or any concealed material defects in the Property. Risk of loss or  
14 damage to the Property shall be Sellers' until closing and Buyer's at and after closing.  
15 The agent of the Buyer has not made any representations regarding the Property. The real  
16 estate licensees named in this Agreement have made no representations to any party  
17 regarding the condition of the Property, the operations on or income from the Property, or  
18 whether the Property or the use thereof complies with Laws. Except for Sellers'  
19 representations set forth in this Section 10, Buyer shall acquire the Property "AS IS"  
20 with all faults and Buyer shall rely on the results of its own inspection and  
21 investigation.

22 11. Agency Disclosure. The following agency relationship(s) in this transaction  
23 is (are) hereby consented to and acknowledged:

24 (a) William D. McCluskey of The McCluskey Company (selling broker)  
25 is the exclusive agent of Buyer.

26 (b) Jon Fields of Agri-Business Real Estate Services, is the  
27 exclusive agent of the Sellers.

28  
29 ACKNOWLEDGED

30 Buyer: [Signature] Dated: 11-5-07  
31 Buyer: \_\_\_\_\_ Dated: \_\_\_\_\_ Designated  
32 Seller: \_\_\_\_\_ Dated: \_\_\_\_\_ Broker(s)  
33 Seller: \_\_\_\_\_ Dated: \_\_\_\_\_ Initials

34 12. Notices. Unless otherwise specified, any notice required or permitted in,  
35 or related to, this Agreement must be in writing and signed by the party to be bound.  
36 Any time limit in or applicable to a notice shall commence on the day following mailing  
37 of the notice in the U.S. mails, postage prepaid, by the applicable party to the address  
38 of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or  
39 legal holiday, in which event it will commence on the next following business day.

40 13. Assignment. Buyer may assign its rights under this agreement to any other  
41 person or entity in which Charles Eggert and his family own a minimum of fifty one percent  
42 interest.

43 14. Attorneys' Fees. In the event a suit, action, arbitration, or other  
44 proceeding of any nature whatsoever, including without limitation any proceeding under  
45 the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to  
46 interpret or enforce any provision of this Agreement or with respect to any dispute  
47 relating to this Agreement, the prevailing party shall be entitled to recover from the  
48 losing party its attorneys', paralegals', accountants', and other experts' fees and all  
49 other fees, costs, and expenses actually incurred and reasonably necessary in connection  
50 therewith. In the event of suit, action, arbitration, or other proceeding, the amount  
51 thereof shall be determined by the judge or arbitrator, shall include fees and expenses  
52 incurred on any appeal or review, and shall be in addition to all other amounts provided  
53 by law.

54 15. Statutory Land Use Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT  
55 MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS  
56 SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM AND FOREST ZONES, MAY NOT  
57 AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING  
58 OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING  
59 THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE  
60 APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND THE EXISTENCE  
61 OF FIRE PROTECTION FOR STRUCTURES.

62 16. Miscellaneous. Time is of the essence of this Agreement. The facsimile  
63 transmission of any signed document including this Agreement shall be the same as delivery  
64 of an original. At the request of either party, the party delivering a document by  
65 facsimile will confirm facsimile transmission by signing and delivering a duplicate  
66 original document. This Agreement may be executed in two or more counterparts, each of  
67 which shall constitute an original and all of which together shall constitute one and the  
68 same Agreement. This Agreement contains the entire agreement and understanding of the  
69 parties with respect to the subject matter of this Agreement and supersedes all prior and  
70 contemporaneous agreements between them with respect thereto. Without limiting the  
71 provisions of Section 15 of this Agreement, this Agreement shall be binding upon and shall  
72 inure to the benefit of the parties and their respective successors and assigns. The  
73 person signing this Agreement on behalf of Buyer and the persons signing this Agreement  
74 on behalf of Sellers each represents, covenants and warrants that such person has full  
75 right and authority to enter into this Agreement and to bind the party for whom such  
76 person signs this Agreement to the terms and provisions of this Agreement. This Agreement  
77 shall not be recorded unless the parties otherwise agree.

78 17. Addendums; Exhibits. Exhibit "A" and Addendums "A" and "B" are attached to  
79 this Agreement and incorporated within this Agreement:

80 18. Time for Acceptance. Seller has until 5:00 p.m. Pacific Time on November 7,  
81 2007 to accept this offer. Acceptance is not effective until a copy of this Agreement,

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1 which has been signed and dated by Sellers, is actually received by Buyer. If this offer  
2 is not so accepted, it shall expire and the Earnest Money shall be promptly refunded to  
3 Buyer.

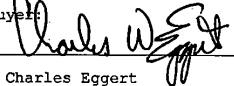
4 19. Sellers' Acceptance and Brokerage Agreement. Seller agrees to sell the  
5 Property on the terms and conditions in this Agreement and further agrees to pay a  
6 commission at closing from escrow in the total amount computed in accordance with the  
7 listing contract with Agri-Business Real Estate Services.

8 20. Execution Date. The Execution Date is the later of the two dates shown  
9 beneath the parties' signatures below.

10 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY  
11 FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION IS MADE BY THE REAL ESTATE  
12 LICENSEES NAMED IN THIS AGREEMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS  
13 AGREEMENT.

14 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,  
15 INSERTION MARKS, OR ADDENDA.

16 Buyer:



17 Charles Eggert

Seller:

Laurie M. Larson

18 Date: November 5, 2007

Date: November \_\_\_\_, 2007

19 June Hummel

20 Date: November \_\_\_\_, 2007

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from Dean

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 **TICOR TITLE INSURANCE COMPANY**

**Commercial Office**

1000 SW Broadway, Suite 1555 • Portland OR 97205  
(503) 242-1210 • FAX: (503) 242-0770

January 18, 2008

Valley Falls Farms, L.L.C.  
C/o Pacific Foods, Kaye Barnes  
19480 SW 97<sup>th</sup> Avenue  
Tualatin, OR 97062

**Order Number:** 913046  
**Regarding:** Larson to Valley Falls Farms, L.L.C., an Oregon limited liability company  
**Property Address:** 32453 Millersburg Rd. And 38847 Groshon Rd. NE  
Albany, OR 97321  
**County:** Linn

This office is Escrow Agent for the above referenced transaction. Enclosed you will find the following:

**Refund check for \$392.53**  
**Final Settlement Statement**  
**Original Bill of Sale**  
**Original Non-Foreign Certification**  
**Original Manufactured Structure Ownership Documents**  
**Copy of Estimated Settlement Statement**  
**Copy of Escrow Instructions**  
**Copy of Preliminary Title Report**  
**Copy of Statutory Warranty Deed**  
**Copy of Assignment and Conveyance by Owner of Vendee's Interest in Land Sale Contract**  
**Vendor's Consent to Assignment**  
**Copy of First American Account Servicing Assignment of Purchaser's Interest**  
**Copy of Special Warranty Deed from Reider to Valley Falls Farms, LLC**  
**Copy of Information fro your Assumption form**  
**from Noteworld, including the Addendum to Land Sale Contract Agreement, Realty Contract, Agreement, and Warranty Deed**

Should you have any questions regarding this matter, please contact us.  
Sincerely,

**TICOR TITLE INSURANCE COMPANY**

Deana Freauff  
Escrow Officer

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**Buyer  
Settlement Statement**  
Folder Number: 913046

Settlement Date: 01/17/08 Disbursement Date: 01/17/08 Final

Name and Address of Buyer(s): Valley Falls Farms, L.L.C., an Oregon limited liability company  
19480 SW 97th Ave.  
Tualatin, OR 97062

Name, Address of Seller(s): Laurie M. Larson and June Hummel  
38831 Groshon Rd. NE  
Albany, OR 97321

**FINAL**

Property Location(s): 32453 Millersburg Rd. And 38847 Groshon Rd. NE  
Albany, OR 97321

Settlement Agent: Ticor Title Insurance Company  
1629 SW Salmon  
Portland, OR 97205

Description	(POC)	Buyer Debit	Buyer Credit
<b>Contract Sales Price</b> .....		1,084,150.00	
Earnest Money Deposit.....			40,000.00
Cash Balance.....			649,518.43
<b>EXISTING LOAN(S) TAKEN SUBJECT TO</b>			
Robert Rieder.....			474,766.74
<b>PRORATION(S)/OFFSET(S)</b>			
County Tax Proration.....		4,143.45	
01/17/08 to 07/01/08 (166 days) @ 24.960521/day			
Interest on Reider Note.....			4,194.86
12/05/07 to 01/17/08 (43 days) @ 97.554795/day			
Personal Property Mobile Homes Tax.....		42.50	
01/18/08 to 07/01/08 (165 days) @ 0.257589/day			
Personal Property.....		75,000.00	
<b>TITLE CHARGES</b>			
Escrow Fee - Commercial.....		700.00	
to Ticor Title Insurance Company			
Title Insurance			
Copy/Courier/Fax.....		50.00	
to Ticor Title Insurance Company			
<b>GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
Recording Fee			
Mortgage.....		31.00	
Release.....		56.00	
<b>ADDITIONAL SETTLEMENT CHARGES</b>			
January Payment.....		3,832.06	
to Robert Reider			
Assignment Fee.....		75.00	
to Note World			
Jan. Service Fee.....		7.49	
to Note World			
<b>Due From Buyer</b> .....		<u>1,168,087.50</u>	
<b>Total Paid By/For Buyer</b> .....			<u>1,168,480.03</u>
Due From Buyer.....		1,168,087.50	
Total Paid By/For Buyer.....		<u>1,168,480.03</u>	
<b>Net To Buyer</b> .....		<b>392.53</b>	

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WE CERTIFY THAT WE HAVE DELIVERED COPIES OF THE APPLICABLE  
ESCROW ACCOUNT STATEMENTS TO THE ABOVE PARTIES.

*Deano Freangly*



**Non-Foreign Certification – Transferee and Transferor**

This form is provided so that the buyer and/or seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the escrow agent and/or buyer. Transferee/Buyer must retain a copy of this document until after the fifth taxable year following the transfer.

**I. Individual Seller's Certification (IRS reg. 1.14452T, et seq.).**

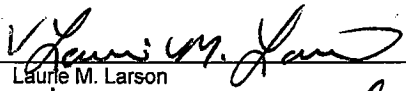
Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. Real Property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) and escrow agent with withholding of tax is not required upon my disposition of a U.S. Real Property Interest, I, Laurie M. Larson, Seller(s), hereby certify the following:

- 1. I am **not** a non-resident alien for the purposes of U.S. Income Taxation.;
- 2. My U.S. taxpayer identifying number (SSN) (Larson) is [REDACTED]; and
- 3. My U.S. taxpayer identifying number (SSN) (Hummel) is [REDACTED]; and
- 4. My home address is:  
38831 Groshon Rd. NE, Albany OR 97321

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

 ~~563-51-4133~~  
Laurie M. Larson

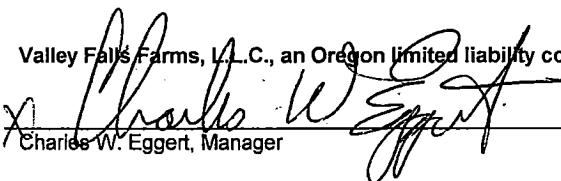
  
June Hummel

**II. Certification by Buyer**

I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Valley Falls Farms, L.L.C., an Oregon limited liability company

  
Charles W. Eggert, Manager

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**13194**



# Affidavit to Establish Ownership of a Manufactured Structure

Department of Consumer & Business Services  
Building Codes Division  
Web: bcd.oregon.gov

## HOME INFORMATION

Home ID number (if known): \_\_\_\_\_ DMV X-plate number (if known): 133198

## TITLE/OWNERSHIP INFORMATION

(To be used if a title or ownership document is unavailable)

Applicant's name (last, first, middle): \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Year: \_\_\_\_\_

Serial number: \_\_\_\_\_ HUD label numbers: \_\_\_\_\_

I am the sole owner of the structure described above.

The following persons are the owners of the structure described above. This is a complete list of all persons holding interest in this structure. Attach a separate sheet listing all owners if more space is required.

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

List all security interest or liens that have been held on this structure. Attach additional pages, if necessary.

none

Is this structure registered or titled, or has it ever been registered or titled, in another state or jurisdiction?  
 Yes  No  Unknown Where: \_\_\_\_\_ Registration/title no.: \_\_\_\_\_

Did you buy this structure new or used?  
 New  Used Date of purchase: \_\_\_\_\_ State/county: \_\_\_\_\_

Name of person or company purchased from: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

## DOCUMENTATION INFORMATION

Explain why you are unable to provide the documents required to prove ownership of this structure. Attach additional pages, if necessary.

The following documents are attached for consideration in my claim of ownership. (Check all that apply):

- Bill of sale
- Proof of taxes paid
- Proof of insurance paid
- Inheritance affidavit
- Any security holder agreements/release notices
- Other: \_\_\_\_\_

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**SIGNATURE**

*I hereby attest that I am an owner of the manufactured structure described above, and, to the best of my knowledge, this structure is free from all liens and claims of ownership, except as shown on the attached ownership application. I further attest that the information on this affidavit is true and correct. I am making this certification in support of my request for an ownership document under ORS 446.621. I understand that this affidavit does not guarantee issuance of an ownership document.*

Print name: \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

Signature: ✓ *James M. Lane*  
Signature: ✓ *June Hummel*

Signed and sworn to (or affirmed) before me on \_\_\_\_\_ (date) by \_\_\_\_\_

Notary

(Notary seal)

*I hereby attest that I am an owner of the manufactured structure described above, and, to the best of my knowledge, this structure is free from all liens and claims of ownership, except as shown on the attached ownership application. I further attest that the information on this affidavit is true and correct. I am making this certification in support of my request for an ownership document under ORS 446.621. I understand that this affidavit does not guarantee issuance of an ownership document.*

Print name: \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

Signature: \_\_\_\_\_  
Signature: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_ (date) by \_\_\_\_\_

Notary

(Notary seal)

*I hereby attest that I am an owner of the manufactured structure described above, and, to the best of my knowledge, this structure is free from all liens and claims of ownership, except as shown on the attached ownership application. I further attest that the information on this affidavit is true and correct. I am making this certification in support of my request for an ownership document under ORS 446.621. I understand that this affidavit does not guarantee issuance of an ownership document.*

Print name: \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

Signature: \_\_\_\_\_  
Signature: \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_ (date) by \_\_\_\_\_

Notary

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(Notary seal)





**Buyer  
Settlement Statement**

Folder Number: 913046

Settlement Date: 01/17/08 Estimated

Name and Address of Buyer(s): Valley Falls Farms, L.L.C., an Oregon limited liability company  
19480 SW 97th Ave.  
Tualatin, OR 97062

Name, Address of Seller(s): Laurie M. Larson and June Hummel  
38831 Groshon Rd. NE  
Albany, OR 97321

Property Location(s): 32453 Millersburg Rd. And 38847 Groshon Rd. NE  
Albany, OR 97321

Settlement Agent: Ticor Title Insurance Company  
1629 SW Salmon  
Portland, OR 97205

Description	(POC)	Buyer Debit	Buyer Credit
<b>Contract Sales Price</b> .....		1,084,150.00	
Earnest Money Deposit.....			40,000.00
<b>EXISTING LOAN(S) TAKEN SUBJECT TO</b>			
Robert Rieder.....			474,766.74
<b>PRORATION(S)/OFFSET(S)</b>			
County Tax Proration.....		4,143.45	
: 01/17/08 to 07/01/08 (166 days) @ 24.960521/day			
Interest on Reider Note.....			4,194.86
12/05/07 to 01/17/08 (43 days) @ 97.554795/day			
Personal Property Mobile Homes Tax.....		42.50	
01/18/08 to 07/01/08 (165 days) @ 0.257589/day			
Personal Property.....		75,000.00	
<b>TITLE CHARGES</b>			
Escrow Fee - Commercial.....		700.00	
to Ticor Title Insurance Company			
Title Insurance			
copy/ courier / fax.....		50.00	
to Ticor Title Insurance Company			
<b>GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
Recording Fee			
Deed.....		500.00	
<b>ADDITIONAL SETTLEMENT CHARGES</b>			
January Payment.....		3,811.59	
to Note World			
Assignment Fee.....		75.00	
to Note World			
Jan. Service Fee.....		7.49	
to Note World			
<b>Due From Buyer</b> .....		<u>1,168,480.03</u>	
<b>Total Paid By/For Buyer</b> .....			<u>518,961.60</u>
Due From Buyer.....	1,168,480.03		
Total Paid By/For Buyer.....		518,961.60	
<b>Net Due From Buyer</b> .....	<b>649,518.43</b>		

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Valley Falls Farms, L.L.C., an Oregon limited liability company

*Charles W. Eggert*  
 Charles W. Eggert, Manager

Ticor Title Insurance Company

By: *Deana Freauff*  
Deana Freauff, Escrow Officer

Date: 1-17-08

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

We certify that we have delivered copies of the applicable escrow account statements to the above parties.

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**COMMERCIAL ESCROW INSTRUCTIONS**

**Commercial Office**  
1000 SW Broadway, Suite 1555 • Portland OR 97205  
(503) 242-1210 • FAX: (503) 242-0770

**Date:** 1/15/2008  
**Order Number:** 913046  
**Regarding:** Larson to Valley Falls Farms, L.L.C  
**Property Address:** 32453 Millersburg Rd. And 38847 Groshon Rd. NE  
Albany, OR 97321  
**County:** Linn  
**Escrow Officer:** Deana Freauff  
**TO:** TICOR TITLE INSURANCE COMPANY, HEREINAFTER DESIGNATED "ESCROW AGENT".

**PROPERTY DESCRIPTION**

As shown in Preliminary Title Report issued by TICOR TITLE INSURANCE COMPANY under Title Folder No: 200723795, a copy of which has been received and approved by the undersigned.

These joint escrow instructions may be executed in counterparts with like effect as if all signatures appeared on a single copy.

**SELLER** deposits with you under these instructions the following:

Approved Seller Settlement Statement (Estimate); Executed Statutory Warranty Deed in favor of purchaser; Seller's IRS Information Form; FIRPTA Affidavit; Executed Assignment of Vendee's Interest; Approved Preliminary Title Report as described above;

and authorizes delivery, release and recording thereof when you hold for the account of SELLER the sum of \$1,084,150.00 plus and minus credits and deductions authorized herein.

**PURCHASER** deposits with you under these instructions a sum as per the tentative statement attached, together with the following items:

Approved Buyer Settlement Statement (Estimate); FIRPTA Affidavit; Approved Statutory Warranty Deed as to form and content; Executed Assignment of Vendee's Interest as required by Lender; evidence of insurance coverage per Lender's requirements; Approved Preliminary Title Report as described above; and will deposit with you such other sums and items as may be required to enable you to comply with these instructions, which sums and items you are authorized to deliver, release or pay over when you hold for the account of the PURCHASER:

**POLICY INFORMATION**

You are authorized and instructed to issue the following policy(s):

Owner/Purchaser's Policy(s) Insuring:

Valley Falls Farms, L.L.C., an Oregon limited liability company

**Policy Type:** Standard Owner's Policy

**Policy Liability:** \$1,084,150.00

subject to printed conditions and exceptions in the usual form of title insurance policy, matters attaching by, through, or under the PURCHASER, and the following items of the preliminary title report noted above:

**Exceptions to Remain:** 1-5, 10, 11, 12, 13, 14

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**Prorate and adjust the following:**

**County Taxes**, amount to Prorate \$9,110.59, as of Recording.

**Interest on Reider Note**, amount to Prorate \$35,607.50, as of Recording.

**Personal Property Mobile Homes Tax**, amount to Prorate \$94.02, as of Recording.

It is understood that water, sewer, waste collection, electricity and utility charges and inventory for fuel will be adjusted between SELLER and PURCHASER outside this escrow.

**GENERAL INSTRUCTIONS**

If you are unable to comply with these instructions on or before January 17, 2008, said money and/or instruments shall thereafter be returned to me on my written demand, but in the absence of such demand you will proceed to comply with these instructions as soon as possible thereafter. When time is of the essence in requiring performance of any conditions of this escrow and delivery of the documents or monies necessary is not made until the last day limited and defined herein, no tender of such performance or compliance shall be binding upon you unless made prior to 10:00am of the last day limited for performance and the parties hereto agree that in the event tender of full performance is made subsequent to 10:00am on said day, that you are authorized to perform duties imposed hereunder upon the next following business day without liability for delay in closing of the escrow.

You will record/file the necessary legal instruments and you are then authorized to pay off such encumbrances of record as may exist at time of recording/filing such instruments, to permit issuance of said title policy as above stated and shall not be responsible for liens attaching after said date. PURCHASER and SELLER hereby acknowledge that they have and shall have continuing obligations to cooperate with TICOR in good faith to enable TICOR to fulfill its responsibilities under this agreement. Such obligations of PURCHASER and SELLER shall survive the closing of the transaction described herein and shall include, without limitations, the obligations to (a) disclose to TICOR any liens, encumbrances or any other rights, claims or matters known to PURCHASER or SELLER which affect or relate to the property and transactions referred to in this agreement, and (b) return to TICOR for proper disposition any funds, documents or other property which are for any reason improperly or mistakenly released to PURCHASER or SELLER.

You are to have no liability or responsibility with respect to any matters connected with the following (unless expressly authorized herein):

- 1) Compliance with requirements of the Consumer Credit Protection Act or Inter-State Land Sales Act, or similar laws;
- 2) Compliance with the requirements of Oregon Revised Statutes 537.330 (related to water rights), Oregon Revised Statutes 537.788-793 (related to well information) and any similar laws;
- 3) Title to any personal property, or encumbrances thereon, including, but not limited to, personal property taxes, sales tax, instruments filed under the Uniform Commercial Code, water rights, or leased equipment on premises;
- 4) Forgeries or false impersonations of any person or party in connection with these instructions or this escrow;
- 5) Fire Insurance and any other insurance coverage, and SELLER AND PURCHASER agree that such coverage will be provided for outside this escrow.

TICOR assumes no liability or responsibility for verification of the nationality or foreign status of any transferor/seller in this transaction and has no responsibility for the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code, as amended, and regulations adopted thereunder (commonly called FIRPTA). TICOR is not the agent of the parties for purposes of such law and/or regulation and TICOR has made no representation concerning the effect of such law and/or regulation on any party to this escrow. Any determination of whether the withholding or payment of any tax is due pursuant to such law and/or regulation shall be made by the parties outside of escrow and TICOR hereby advises each party to contact his or her attorney or tax advisor regarding any questions on the applicability of such law and/or regulation to this transaction. Notwithstanding the fact that TICOR assumes no liability or responsibility to the parties for compliance with Section 1445 and 6039C of the Internal Revenue Code and regulations adopted thereunder (commonly called FIRPTA), TICOR reserves the right to take any action required of it by said law and/or regulation without further instruction by the parties to this escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of TICOR with any State or National Bank, and may be transferred to any other such general escrow account or accounts. All disbursements shall be made by check of TICOR or as otherwise instructed. All adjustments to be made on a per diem basis, including rent which shall be annualized and pro-rated on the basis of a 365-day year. If for any reason funds are retained or remain in escrow after closing date, you are to deduct therefrom a reasonable monthly charge as custodian thereof of not less than \$10.00 per month.

TICOR is authorized to provide copies of the Escrow Instructions and Closing Statements showing disbursements, in accordance with these instructions, to the Real Estate Agent who consummated the transaction, the mortgagee or its agents or to the attorney who represented me in this matter, upon their request.

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funds and documents until PURCHASER and SELLER have resolved their dispute or to deposit such funds and documents into court.

In the event any suit or action is brought by SELLER, PURCHASER, TICOR or any of them to enforce this agreement or to resolve any dispute between or among PURCHASER, SELLER and TICOR, including but not limited to a declaratory judgment action, the prevailing party shall be entitled to recover all expenses, costs and reasonable attorneys' fees incurred in connection with such suit or action at trial, on appeal, on any petition for review, in any arbitration, and any administrative or bankruptcy proceeding.

You shall not be concerned with oral directives, earnest money agreements or other writings, other than a mutually agreed express written amendment of these instructions.

**DECLARATION OF ESCROW SERVICES**

Both PURCHASER and SELLER acknowledge by their signatures hereon, the following:

I have been specifically informed that TICOR is not licensed to practice law and no legal advice has been offered by TICOR or any of its employees. I have been further informed that TICOR is acting only as an escrow holder and is forbidden by law to offer any advice to any party respecting the merits of this transaction or the nature of the instruments utilized, and that is has not done so.

I have not been referred by TICOR to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been requested to seek legal counsel of my own choosing at my own expense, if I have doubt concerning any aspect of this transaction.

I further declare all instruments to which I am a party, if prepared by TICOR, have been prepared under the direction of my attorney or myself and particularly declare that copying legal descriptions from title reports into forms of deeds, etc., or reforming of legal descriptions or agreements is, or will be solely at my direction and request.

I have been afforded adequate time and opportunity to read and understand the escrow instructions and all other documents referred to therein.

**NOTE: SPECIAL CLAUSES**

The SELLER and PURCHASER herein agree, by executing the documents necessary to close this transaction, that all contingencies on the Earnest Money Agreement and any attachments thereto have been met or will be met to the satisfaction of the undersigned parties. If not met, they will be handled by and between the parties hereto outside this escrow. TICOR TITLE INSURANCE COMPANY, as Escrow Agent, will have no responsibility or liability for any of said contingencies not met.

SELLER and PURCHASER are hereby informed that TICOR deposits all funds into a non-interest bearing account and receives or may receive certain bank services including, but not limited to, checks, deposit slips, data processing and account services from or through various banks as a result of the banking relationships maintained in the regular course of its escrow and title insurance business. SELLER and PURCHASER each waive any and all rights or claims with respect to such bank services received by TICOR or any affiliates thereof. A Good Faith estimate of the value of the bank services received is \$23.00 per escrow transaction. This disclosure is made in compliance with Oregon Administrative Rule 863-50-065.

**I / WE ACKNOWLEDGE THE ABOVE DISCLOSURE AND PERMIT SUCH SERVICES TO TICOR.**

  X    
INITIALS                      SELLER                      INITIALS

  
INITIALS                      PURCHASER                      INITIALS

If for any reason additional funds shall become due for the accounts being paid through this escrow, the SELLER/PURCHASER agree to deposit such additional funds immediately upon notification.

PURCHASER(S) to furnish proof of fire insurance coverage per Lenders requirements.

Oregon Administrative Rules effective July 1, 1988, require that funds deposited in escrow including cashier's checks and loan fund checks be available at the depository bank prior to disbursement by escrow. The parties understand that disbursement of funds may be delayed according to the schedule of funds availability of U.S. Bank. Copies of availability schedules are on file in escrow for review. Delay for funds drawn on Oregon banks should be one day. TICOR TITLE INSURANCE COMPANY is hereby authorized to record all documents once satisfactory funds have been deposited in their account.

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**THE FOLLOWING PARAGRAPH SUPERSEDES ANY OTHER  
INSTRUCTIONS REGARDING RECORDATION OF DOCUMENTS**

TICOR TITLE INSURANCE COMPANY has been advised by the PURCHASER's lender that loan funds will be disbursed to this escrow only after certain loan documents are recorded. In order to facilitate closing, SELLER and PURCHASER hereby authorize TICOR TITLE INSURANCE COMPANY to record such loan documents and the deed deposited by the SELLER prior to receiving the funds required to be disbursed by the lender pursuant to the loan agreement. If the loan is not funded for any reason, SELLER and PURCHASER agree to execute and record documentation to rescind any documents recorded pursuant to this paragraph.

Property sold within this transaction may require seller disclosures as provided in Oregon Revised Statutes 105.465 – 105.490. Parties to this transaction have handled this matter outside of closing and escrow agent is instructed to close without inquiry into this matter.

**SELLER**

Any proceeds due from this escrow shall be delivered as follows:

- MAIL
- HOLD FOR PICK-UP
- DEPOSIT TO ACCOUNT (REQUIRES DEPOSIT SLIP, VIA MESSENGER SERVICE 24-48 HOUR DELIVERY)  
NOTICE: Check deposits may be subject to a temporary "hold" on funds according to your Bank's policy. Please check with your Bank, if you will need access to funds immediately.
- WIRE PURSUANT TO ATTACHED INSTRUCTIONS
- WIRE TO ACCOUNT # \_\_\_\_\_
- YOU ARE AUTHORIZED TO DEDUCT FEE OF \$15.00 FOR WIRING SERVICE.
- ACCT NAME \_\_\_\_\_
- BANK ABA # \_\_\_\_\_
- BANK NAME \_\_\_\_\_
- BANK BRANCH, CITY, STATE \_\_\_\_\_

**PURCHASER**

Any proceeds due from this escrow shall be delivered as follows:

- MAIL
- HOLD FOR PICK-UP
- DEPOSIT TO ACCOUNT (REQUIRES DEPOSIT SLIP, VIA MESSENGER SERVICE 24-48 HOUR DELIVERY)  
NOTICE: Check deposits may be subject to a temporary "hold" on funds according to your Bank's policy. Please check with your Bank, if you will need access to funds immediately.
- WIRE PURSUANT TO ATTACHED INSTRUCTIONS
- WIRE TO ACCOUNT # \_\_\_\_\_
- YOU ARE AUTHORIZED TO DEDUCT FEE OF \$15.00 FOR WIRING SERVICE.
- ACCT NAME \_\_\_\_\_
- BANK ABA # \_\_\_\_\_
- BANK NAME \_\_\_\_\_
- BANK BRANCH, CITY, STATE \_\_\_\_\_

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IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE ESCROW INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Dated this: Tuesday, January 15, 2008

Seller Signature(s)

Executed this 15 day of Jan, 2008

Laurie M. Larson  
Laurie M. Larson

June Hummel  
June Hummel

Purchaser Signature(s)

Executed this 16 day of Jan, 2008

Charles W. Eggert  
Valley Falls Farms, L.L.C., an Oregon limited liability company  
Charles W. Eggert, Manager

Mail Papers To:

Laurie M. Larson  
June Hummel  
38831 Groshon Rd. NE  
Albany OR 97321

Mail Papers To:

Charles Eggert  
19480 SW 97<sup>th</sup> Ave.  
Tualatin, OR 97062

Receipt of money and/or instruments herein above mentioned is hereby acknowledged.

Deana Freauff  
BY: Deana Freauff  
Senior Escrow Officer

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222 High Street SE  
Salem OR 97301

READ & APPROVED  
*(Signature)*

January 15, 2008

Ticor Title Company  
Deana Freauuff  
1000 SW Broadway, suite 1555  
Portland, OR 97205

Buyer/Borrower: Eggert  
Seller: Larson  
Re: 913046

REPORT NO. 200723795  
Supplemental No. TWO-update

Preliminary Report For:

Standard Owner's Policy	\$1,195,000.00	Premium: \$1,795.00
Government Service Fee		Premium: \$30.00

**This report shall become null and void unless a policy is issued.**

We are prepared to issue an ALTA policy (6/17/2006) as written by Ticor Title Insurance Company, in the form and amount shown above insuring the title to the following described land:

See 'Legal Description' attached hereto and by reference made a part hereof.

Real Property Tax Account No.: 0043055 10S.3W 18 401, 0043071 10S 3W 18 600, 0043105 10S 3W 18 603, 0331567 10S 3W 18 402

Situs Address as disclosed by Linn County Tax Roll:  
32453 Millersburg Dr NE, Albany, OR 97321  
38847 Groshong Rd NE, Albany, OR 97321

VESTED IN:

June Hummel and Laurie M. Larson, not as tenants in common, but with rights of survivorship, as to Parcels I and II and Robert Rieder, an estate in fee simple, as to Parcel III

Dated as of at 8:00 a.m.

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Subject to the printed Exclusions and the Conditions and Stipulations of the policy as well as the following Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

**SPECIAL EXCEPTIONS:**

6. Taxes for the fiscal year 2007-2008,  
Total amount: \$2,841.46  
Total unpaid balance: \$1,894.31, plus interest  
Account No.: 0043105 10S 3W 18 603
7. Taxes for the fiscal year 2007-2008,  
Total amount: \$4,756.37  
Total unpaid balance: \$3,170.91, plus interest  
Account No.: 0331567 10S 3W 18 402
8. Taxes for the fiscal year 2007-2008,  
Total amount: \$1,141.82  
Total unpaid balance: \$761.21, plus interest  
Account No.: 0043055 10S 3W 18 401
9. Taxes for the fiscal year 2007-2008,  
Total amount: \$343.20  
Total unpaid balance: \$228.80, plus interest  
Account No.: 0043071 10S 3W 18 600
10. The assessment and tax rolls disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for previous years in which the farm use assessment was in effect for the land. In addition thereto, a penalty may be levied if notice of disqualification is not timely given.

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11. Regulations, including levies, liens, assessments, rights of way and easements of Linn Soil and Water Conservation District. (There are no unpaid levies, liens or assessments as of the date herein.)
12. The rights of the public in and to that portion of the premises herein described lying within the limits of public roads, streets and highways.
13. An Easement created by instrument, including the terms and provisions thereof:  
 For: water pipe  
 Dated: July 14, 1955  
 Recorded: July 25, 1955  
 Book: 244 Page: 436  
 in Linn County, Oregon.
14. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof,  
 Recorded: September 9, 1994  
 Volume: 714 Page: 847  
 in Linn County, Oregon.
15. Real Estate Contract, including the terms and provisions thereof, a memorandum of which was,  
 Dated: August 31, 2007  
 Recorded: September 24, 2007  
 Vendor: Robert Rieder  
 Vendee: Laurie M. Larson and June Hummel, tenants in common with right of survivorship  
 Instrument No.: 2007-22731  
 in Linn County, Oregon.  
 Affects: Parcel III

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16. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein,

Grantor: June Hummel, as to an undivided one-half interest and Laurie M. Larson, as to an undivided one-half interest, as tenants in common  
Trustee: Michael J. Martinis, an Oregon Attorney  
Beneficiary: Heuberger Funding, LLC, an Oregon limited liability company  
Amount: \$400,000.00  
Dated: August 31, 2007  
Recorded: September 24, 2007  
Instrument No.: 2007-22728  
in Linn County, Oregon.  
Affects: Parcels I and II

END OF EXCEPTIONS

NOTE: The premium amount has been reduced by application of a Reissue Rate. Your credit is \$598.00.

NOTE: Taxes for the fiscal year 2007-2008, paid in full.  
Total Amount: \$97.36  
Account No: 0799367 10S 3W 18 603  
Affects: Mobile Home

NOTE: THE FOLLOWING IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

NOTE: Subject to the requirements and provisions of ORS Chapter 820 pertaining to the registration and transfer of ownership of a mobile home and any interest or liens disclosed thereby.

NOTE: Taxes for the fiscal year 2007-2008, unpaid  
Total amount: \$94.02, plus interest  
Account No.: 0799367  
Affects: Mobile Home

NOTE: As of the date hereof, there are no matters against Charles W. Eggert which would appear as exceptions to coverage in a title insurance product.

NOTE: A copy of the terms and provisions of the operating agreement of Valley Falls Farms LLC should be furnished for our examination prior to closing. Any conveyance or encumbrance of Valley Falls Farms LLC must be executed by all of the members unless otherwise provided for in the operation agreement. In addition, if there have been any changes in the membership from the date of original creation of the Valley Falls Farms LLC to the present date, copies of approval of withdrawal and acceptance of the new members should be furnished for our examination.

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NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as to the exclusive remedy of the parties.

NOTE: The following document(s) reflect conveyances recorded in the last 36 months:

INST	BOOK/PAGE	RECORDED	GRANTOR	GRANTEE	COMMENTS
BSD	2007-22729	9/24/07	Hummel/Larson	Hummel/Larson	
WD	2007-22727	9/24/07	Rieder	Hummel/Larson	
Memo	2007-22731	9/24/07	Rieder	Larson/Hummel	

This report is written only for the benefit of the principals to this transaction. No liability is assumed under this report until such time as it is converted to a title insurance policy.

TICOR TITLE

Suzanne Fletchall  
Title Officer

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LEGAL DESCRIPTION

PARCEL I:

Beginning at a 1 inch iron rod in the center of the County Road, said 1 inch iron rod being the South line of the North half of the Edmund C. McClain Donation Land Claim 70 in Township 10 South, Range 3 West of the Willamette Meridian in Linn County, Oregon, and South 89°47' West 2319.24 feet from the Southeast corner of said North half; and running thence North 8°30' East along the center line of said county road, 328.0 feet; thence North 89°47' East parallel to the South line of the North half of said Donation Land Claim 70, a distance of 373.0 feet to a 1/2 inch iron rod; thence South 8°30' West parallel to the County Road, 328.0 feet to a 1/2 inch iron rod on the South line of the North half of said Donation Land Claim 70; thence South 89°47' West along said South line, 373.0 feet to the point of beginning. SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

PARCEL II:

Beginning on the East line of and South 1°45' East 25 chains from the Northeast corner of the Edmund C. McClain DLC 70 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 1°45' East along said East line 15.04 chains to the Southeast corner of the North half of said DLC 70; thence South 89°47' West along the South line of said North half 1946.24 feet to a 1/2 inch iron rod which is North 89°47' East 373.0 feet from the centerline of the County Road; thence North 8°30' East parallel to said County Road, 328.0 feet to a 1/2 inch iron rod; thence South 89°47' West parallel to the South line of the North half of said DLC 70, a distance of 373.0 feet to the centerline of said County Road; thence Northerly along said centerline to the Northwest corner of that parcel conveyed to George L. Rohner, et ux by deed recorded in Book 287, Page 713 of Deed Records; thence Easterly along the North line of said parcel to the point of beginning.

PARCEL III:

Real property located in Linn County, Oregon, more particularly described as follows: Beginning in 20.40 chains North of the Southeast corner of the E.C. McClain DLC No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 38.70 chains to the center of the County Road; thence North 8° 30' East along the center of the County Road, 20.93 chains to the North boundary of the South half of said claim; thence East along the said boundary 35.14 chains to the East boundary of said claim; thence South 1° 45' East along the said East boundary 20.45 chains to the point of beginning, Linn County, Oregon.

EXCEPT THE FOLLOWING: Beginning at the intersection of the North line of the South half of the DLC of Edmund C. McClain, being Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and the center line of County Road No. 311, said point being North 40.85 chains and West 35.14 chains from the Southeast corner of said DLC No. 70; thence South 8° 30' West along the center of said road a distance of 270.00 feet to a 1/2 inch rod; thence South 81° 30' East a distance of 900.00 feet to a 1/2 inch rod; thence North 8° 30' East a distance of 407.98 feet to a 1/2 inch rod in the North line

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of the South half of said Claim No. 70; thence South 89° 47' West along said North line a distance of 910.52 feet to the point of beginning.

ALSO EXCEPT: That property conveyed to Linn County by deed recorded September 16, 1976 in Volume 145, page 284, Linn County MF records and by deed recorded July 29, 1977 in Volume 173, page 128, Linn County MF records.

ALSO EXCEPT: That property lying South of County Road No. 310 conveyed to Vern L. Peer and Mary A. Peer by deed recorded February 25, 1980 in Volume 257, page 4, Linn County MF records.

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Tigor Title  
Privacy Policy  
July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

**In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

**Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

**Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

**Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Fidelity National Financial, Inc.  
4050 Calle Real, Suite 220  
Santa Barbara, CA 93110

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**Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

**STATUTORY WARRANTY DEED**

THIS SPACE RESERVED FOR RECORDER'S USE

Grantor: Laurie M. Larson and June Hummel  
Grantee: Valley Falls Farms, L.L.C., an Oregon limited liability company

Until a change is requested, all tax statements shall be sent to the following address:  
Valley Falls Farms, L.L.C., an Oregon limited liability company  
Kaye Barnes  
19480 SW 97th Ave.  
Tualatin OR 97062

After Recording return to:  
Valley Falls Farms, L.L.C., an Oregon limited liability company  
Kaye Barnes  
19480 SW 97th Ave.  
Tualatin OR 97062

Escrow No. 913046 DLF  
Title No.

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Laurie M. Larson and June Hummel, Grantor, conveys and warrants to VALLEY FALLS FARMS, L.L.C., AN OREGON LIMITED LIABILITY COMPANY, Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in Linn County, Oregon, to wit:

See legal description attached hereto and by reference made a part hereof

The said property is free from encumbrances except: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, POWERS OF SPECIAL DISTRICTS, AND EASEMENTS OF RECORD, IF ANY.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true consideration for this conveyance is \$609,383.26. (Here comply with the requirements of ORS 93.030).

Dated this 15 day of Jan, 2008.

*Laurie M. Larson*  
Laurie M. Larson  
*June Hummel*  
June Hummel



State: OR  
County: ~~Linn~~ Marion

The foregoing instrument was acknowledged before me this 15 day of Jan, 20 08 by:  
Laurie M. Larson and June Hummel

*Dreauff*  
Notary Public  
My Commission Expires: 9/26/2011



**LEGAL DESCRIPTION – Deed Description**

**PARCEL I:**

Beginning at a 1 inch iron rod in the center of the County Road, said 1 inch iron rod being the South line of the North half of the Edmund C. McLain Donation Land Claim 70 in Township 10 South, Range 3 West of the Willamette Meridian in Linn County, Oregon, and South 89°47' West 2319.24 feet from the Southeast corner of said North half; and running thence North 8°30' East along the center line of said county road, 328.0 feet; thence North 89°47' East parallel to the South line of the North half of said Donation Land Claim 70, a distance of 373.0 feet to a 1/2 inch iron rod; thence South 8°30' West parallel to the County Road, 328.0 feet to a 1/2 inch iron rod on the South line of the North half of said Donation Land Claim 70; thence South 89°47' West along said South line, 373.0 feet to the point of beginning. SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

**PARCEL II:**

Beginning on the East line of and South 1°45' East 25 chains from the Northeast corner of the Edmund C. McLain DLC 70 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 1°45' East along said East line 15.04 chains to the Southeast corner of the North half of said DLC 70; thence South 89°47' West along the South line of said North half 1946.24 feet to a 1/2 inch iron rod which is North 89°47' East 373.0 feet from the centerline of the County Road; thence North 8°30' East parallel to said County Road, 328.0 feet to a 1/2 inch iron rod; thence South 89°47' West parallel to the South line of the North half of said DLC 70, a distance of 373.0 feet to the centerline of said County Road; thence Northerly along said centerline to the Northwest corner of that parcel conveyed to George L. Rohner, et ux by deed recorded in Book 287, Page 713 of Deed Records; thence Easterly along the North line of said parcel to the point of beginning.

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**ASSIGNMENT AND CONVEYANCE BY OWNER OF  
VENDEE'S INTEREST IN LAND SALE CONTRACT  
VENDOR'S CONSENT TO ASSIGNMENT**

**Assignors**

June Hummel  
Laurie Larson  
38831 Groshong NE  
Albany, OR 97321

**Assignee**

Valley Falls Farms, L.L.C.  
19480SW 97<sup>th</sup> Ave.  
Tualatin, OR 97062

**After recording return this instrument to:**

Joel D. Kalberer  
Weatherford, Thompson, Cowgill,  
Black & Schultz, P.C.  
PO Box 667  
Albany, OR 97321

**After Recording Send Taxes to:**

Valley Falls Farms, L.L.C  
attn: Kaye Barnes  
19480 SW 97<sup>th</sup> Ave.  
Tualatin, OR 97062

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**RECITALS:**

A. June Hummel and Laurie Larson (Assignors) are the owners of the vendee's interest in a Land Sale Contract dated August 31, 2007 as amended by Addendum dated September 10, 2007 (Contract) between Robert Rieder, as Seller (Contract Seller), and Assignors as Purchasers. A Memorandum of the Contract is recorded \_\_\_\_\_, 2007 at \_\_\_\_\_, Linn County Recording office.

B. The property, which is the subject of the contract, is described as follows (the Property):

See Exhibit "A"

C. Assignors desire to assign and convey their interests in the Contract and the Property to Valley Falls Farms, L.L.C., an Oregon limited liability company (Assignee). Assignee desires to acquire such interests on the terms and conditions set forth below and in the Contract.

## AGREEMENT

1. **Assignment and Conveyance.** Assignors hereby assign their interest in the Contract and convey their interests in the Property to Assignees.

2. **Covenants.** Assignors covenant as follows:

2.1 Assignors are the owners of the vendee's interest in the Contract;

2.2 Assignors are not in default under the terms of the Contract;

2.3 The vendee's interest in the Contract is subject to all liens and encumbrances of record; and

2.4 **The unpaid balance of the purchase price due under the Contract is determined by the collection escrow, First American Account Servicing.**

3. **Assignee Assumption.** Assignee hereby assumes the payment obligations of the vendee under the Contract as well as each and every obligation provided in the Contract and agrees to defend, indemnify, and hold Assignors harmless therefrom.

4. **Consideration.** The consideration paid for this assignment is the assumption of the Contract by Assignee which said balance is \$474,766.74. In addition, Assignor and Contract Seller shall remove, from the Exhibit B list of the Contract, the Massey Ferguson Tractor, steel scraper, and sprayer as listed in Exhibit B of the Contract. The parties acknowledge that these three items are no longer part of the Contract.

5. **Attorney fees.** In the event assignees or assignors shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this assignment, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports, surveyors' reports and foreclosure reports and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action.

In the event that Assignees file for protection under the U.S. Bankruptcy Act during the term of this agreement, assignees shall pay assignors all of assignor's attorneys' fees and costs incurred to protect assignor's interest in the real property during the term of the bankruptcy, whether or not assignor is the prevailing party.

6. **Consent.** This assignment and conveyance is conditioned upon the written consent of the Contract Seller provided below.

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**ASSIGNORS:**

**ASSIGNEE:**

Laurie Larson  
Laurie Larson

Valley Falls Farms, L.L.C., an Oregon limited  
Liability company  
Charles W. Eggert  
Charles W. Eggert, Manager

June Hummel  
June Hummel

\* \* \*

**SELLER'S CONSENT ASSIGNMENT OF PURCHASER'S  
INTEREST IN LAND SALE CONTRACT**

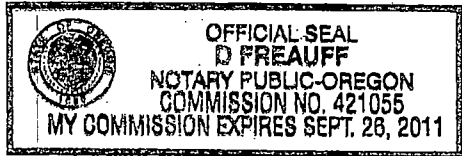
1. The above recitals are material incorporated herein.
2. The terms of the Contract require the express written consent of Contract Seller to assign Assignors' interest to Assignee.
3. By this document, Seller expressly consents to the assignment of the Original Buyer's interest in the Contract to the Assignee.
4. Seller expressly consents to the Assignee recording the above Assignment in the Linn County recorder's office.
5. The Contract Seller hereby consents to the above assignment of the vendee's interest in the Contract. This Consent does not release the Assignors' liability under the Contract.

Dated: \_\_\_\_\_, 2007

**Contract Seller**

\_\_\_\_\_  
Robert Rieder

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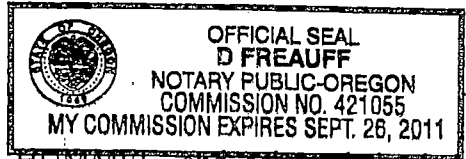


STATE OF OREGON )  
 ) ss.  
County of Linn Marion )

Personally appeared the above named LAURIE M. LARSON, and acknowledged the foregoing instrument by her voluntary act and deed.

DATED this 15 day of Jan, 2008

D. Freauff  
Notary Public for Oregon  
My commission Expires: 9-26-2011



STATE OF OREGON )  
 ) ss.  
County of Linn Marion )

Personally appeared the above named JUNE HUMMEL, and acknowledged the foregoing instrument by her voluntary act and deed.

DATED this 15 day of Jan, 2008

D. Freauff  
Notary Public for Oregon  
My commission Expires: 9-26-2011

STATE OF OREGON )  
 ) ss.  
County of Mult )

Personally appeared the above named CHARLES W. EGGERT, Manager of Valley Falls Farms, L.L.C., an Oregon limited liability company and acknowledged the foregoing instrument by his voluntary act and deed.

DATED this 16 day of Jan, 2008

D. Freauff  
Notary Public for Oregon  
My commission Expires: 9-26-2011



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STATE OF OREGON        )  
                                  ) ss.  
County of \_\_\_\_\_ )

Personally appeared the above named ROBERT RIEDER, and acknowledged the foregoing instrument by his voluntary act and deed.

DATED this \_\_\_ day of \_\_\_\_\_, 2007.

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

N:\TransferL & J Farms\Rieder Transactions\Assignment of LSK.doc

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**LEGAL DESCRIPTION – Construct Assumption Description**

**PARCEL III:**

Real property located in Linn County, Oregon, more particularly described as follows: Beginning in 20.40 chains North of the Southeast corner of the E.C. McClain DLC No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 38.70 chains to the center of the County Road; thence North 8° 30' East along the center of the County Road, 20.93 chains to the North boundary of the South half of said claim; thence East along the said boundary 35.14 chains to the East boundary of said claim; thence South 1° 45' East along the said East boundary 20.45 chains to the point of beginning, Linn County, Oregon.

EXCEPT THE FOLLOWING: Beginning at the intersection of the North line of the South half of the DLC of Edmund C. McClain, being Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and the center line of County Road No. 311, said point being North 40.85 chains and West 35.14 chains from the Southeast corner of said DLC No. 70; thence South 8° 30' West along the center of said road a distance of 270.00 feet to a 1/2 inch rod; thence South 81° 30' East a distance of 900.00 feet to a 1/2 inch rod; thence North 8° 30' East a distance of 407.98 feet to a 1/2 inch rod in the North line of the South half of said Claim No. 70; thence South 89° 47' West along said North line a distance of 910.52 feet to the point of beginning.

ALSO EXCEPT: That property conveyed to Linn County by deed recorded September 16, 1976 in Volume 145, page 284, Linn County MF records and by deed recorded July 29, 1977 in Volume 173, page 128, Linn County MF records.

ALSO EXCEPT: That property lying South of County Road No. 310 conveyed to Vern L. Peer and Mary A. Peer by deed recorded February 25, 1980 in Volume 257, page 4, Linn County MF records.

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# First American Account Servicing

## ASSIGNMENT OF PURCHASER'S INTEREST

AMENDMENT TO ESCROW INSTRUCTIONS  
ASSIGNMENT OF COLLECTION ESCROW #

ASSIGNMENT FEE OF \$75.00 IS PAID HEREWITH

DATE \_\_\_\_\_

The previous instructions in this escrow are hereby modified and/or amended in the following particulars only:

The undersigned assignors (Obligor's under the above numbered escrow) deposit with you the following documents under the following instructions to which the undersigned assignees agree.

You will hold the papers here deposited in connection with the above captioned escrow and when you have received payment in full under the terms of the original escrow, you will surrender upon demand the papers which the assignors would be entitled to receive under the provisions of the original escrow, together with the papers here deposited.

In the event of a default under the terms of the original escrow which would entitle the sellers thereunder to demand a return of the papers, you will surrender the papers deposited together herewith to the Payee upon demand, thereby terminating this escrow.

It is understood by the parties signing the above escrow instructions or those escrow instructions which are attached hereto that such instructions constitute the whole agreement between this firm as an escrow agent and you as a principal to the escrow transaction. These instructions may not include all the terms of the agreement which is the subject of this escrow (or may vary from the terms thereof). Read these instructions carefully and do not sign them unless they are acceptable to you.

**CERTIFICATION** - Under the penalties of perjury, I certify that the information provided on this form is true, correct and complete.

**NOTE** - Enter taxpayer's identification (social security) number on lines below. IF THE ACCOUNT HAS MORE THAN ONE NUMBER FOR REPORTING, LIST NAME, NUMBER AND PERCENTAGE TO BE REPORTED FOR EACH. No account will be accepted without complete tax reporting information.

242-42-7748 (June)  
Tax payer's identification #

James P. Hummel  
Signature

[Signature]  
Signature

Address

City State Zip

Valley Falls Farms, L.L.C  
20-1139981  
Tax payer's identification #

[Signature]  
Signature

Signature

19480 SW97th Ave  
Address

Tualatin, OR 97062  
City State Zip

Signature (Laurie)  
[Signature]

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**SPECIAL WARRANTY DEED – STATUTORY FORM**

THIS SPACE RESERVED FOR RECORDER'S USE

Grantor: Robert Reider  
Grantee: Valley Falls Farms, L.L.C., an Oregon limited liability company  
Until a change is requested, all tax statements shall be sent to the following address:  
Valley Falls Farms, L.L.C., an Oregon limited liability company  
32453 Millersburg Rd. And 38847 Groshon Rd. NE  
Albany OR 97321  
After Recording return to:  
Valley Falls Farms, L.L.C., an Oregon limited liability company  
32453 Millersburg Rd. And 38847 Groshon Rd. NE  
Albany OR 97321  
Escrow No. 913046 DLF  
Title No.

Robert Reider, Grantor, conveys and specially warrants to VALLEY FALLS FARMS, L.L.C., AN OREGON LIMITED LIABILITY COMPANY, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein situated in Linn County, Oregon, to wit:

See legal description attached hereto and by reference made a part hereof

THIS DEED IS BEING GIVEN TO RELEASE ALL RIGHT TITLE AND INTEREST AND AND TO THE CERTAIN CONTRACT OF SALE RECORDED \_\_\_\_\_ AS FEE NUMBER \_\_\_\_\_

The said property is free from encumbrances except: COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, POWERS OF SPECIAL DISTRICTS, AND EASEMENTS OF RECORD, IF ANY.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

The true consideration for this conveyance is \$ \_\_\_\_\_ (Here comply with the requirements of ORS 93.030).

Dated this 16 day of January, 2008.

*Robert Reider*  
\_\_\_\_\_  
Robert Reider

State: OR  
County: Linn

The foregoing instrument was acknowledged before me this 16 day of January, 20 08 by: Robert Reider

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*Lisa Kutsch*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9-21-09



Account Servicing  
 P.O. Box 428  
 Grants Pass, OR 97528



First American Title

Serviced by NoteWorld

January 11, 2008

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Deanna  
 Ticor Title

OWRD

Dear Deanna,

**INFORMATION FOR YOUR ASSUMPTION**

RE: Our Account #: 1065440

Your Escrow #:913-046

**Thank you for your recent inquiry regarding a change to our account.**  
 We hope the following information will assist you in drawing the appropriate documents for an Assumption. Please note that we must receive the following in order to adjust our records:

1. Copy of the **recorded** Title transfer documents recorded in the county in which the property is located.
2. Funds sufficient to bring the account current including all accrued outstanding service fees, penalties and payments.
3. Record Change Fee \$75.00
4. Account Servicing Agreement and Fee Schedule completed, initialed and signed by the Current Payor(s) and the New Payor(s).

**Please Note:**We are not responsible for tracking late charges, real property taxes, tax and/or insurance add-backs, due on sale clauses, transfer restrictions or other extraordinary provisions of the parties' agreement. This statement is invalid as to any such provisions, for which you must obtain the parties' approval.

PAYMENT INFORMATION	
Payment Frequency: monthly	
Payments Due On : 1/5/08	
P & I: \$ 3,826.57	T & I: \$0.00
Fees: \$14.98	Other: \$
<b>Total Payment: \$ 3,832.06</b>	

T & I IMPOUNDING	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Tax and/or Insurance Reserve Balance:	
ACCOUNT INFO	
Current Principal Balance:	
\$ 474,766.74	

TERMS	
Late Charge:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Grace days: 15	
Late Charge Amt: \$382.66	
Total Outstanding L/C: \$ 0.00	
Interest Calc:	<input type="checkbox"/> Daily <input checked="" type="checkbox"/> Monthly
Interest Rate: 7.5000%	

513 NE 6th Street  
 Grants Pass · OR 97528  
 541-479-4741 · 541-479-4634 Fax  
 Expert Servicing Provided by NoteWorld Account Servicing

Assumption-Status Statement

13194

Account Servicing  
P.O. Box 428  
Grants Pass, OR 97528



*First American Title*

Serviced by NoteWorld

January 11, 2008

<b>FEE INFORMATION</b>	Comments
Outstanding Servicing Fees: \$	
Record Change Fee: \$75.00	
Other Fees \$	
<b>Total Fees to Remit: \$</b>	
<b>Standard Fee Schedule</b>	
Monthly \$14.98	Split yes
Disbursement by Check Fee (per check) \$	
Disbursement by Direct Deposit: \$0.00	
See enclosed schedule for complete fee schedule	

If you have any questions or need further information, please contact our Customer Service Department at 800-618-6310.

Kerrie Cardiel  
Documentation Specialist

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513 NE 6th Street  
Grants Pass · OR 97526  
541-479-4741 · 541-479-4634 Fax  
Expert Servicing Provided by NoteWorld Account Servicing

Assumption-Status Statement



First American Title

NoteWorld Servicing Center

First American Account Servicing

600 Country Club Road
Eugene, OR 97401
Phone: (866) 487-7100
Fax: (541) 687-7028

1065440

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SEP 26 2007

ACCOUNT SERVICING SET-UP AGREEMENT

First American Title and NoteWorld Servicing Center have joined in partnership to provide comprehensive third-party servicing for your account. Account Servicing includes the following (please note some services may require additional fees):

- Collection of installment payments from the Buyer/Payor, either by check or auto-withdrawal
Transfer of all monies quickly and securely to the Seller/Payee via check or direct deposit
Notify Buyer/Payor of late payments; assess all applicable late charges
Manage all associated accounting with the contract, including year-end interest statements for tax reporting
24-hour access to account information
Original documents held in escrow (when applicable)

COPY

I understand that by signing this form, I am originating a valid contract for servicing. I instruct NoteWorld Servicing Center to open an account on my behalf and service my contract, and have been provided with fee information. It is understood that upon set-up, I will receive a copy of the complete terms and conditions of this agreement. I realize that I may cancel service at any time. (For Escrow Servicing, both seller and buyer signatures are required.)

SERVICE FEES PAID: [ ] All by Payee/Seller [X] 1/2 & 1/2 [ ] All by Payor/Buyer

Payee Name(s) Robert Rieder
Payee SSN/TIN
Payee Address 32453 Millersburg Rd
Payee Address Albany, OR 97321
Payee Phone (541) 928-3766

Payor Name(s) Laurie M. Larson and June Hummel
Payor SSN/TIN
Payor Address 38831 Groshong Road NE
Payor Address Albany, OR 97321
Payor Phone (646) 243-6816

Signature [Signature]
Date

Signature [Signature] 08-30-07
Date [Signature] 08-30-07

[ ] We, the above signed Payor and Payee, herein state we have received information regarding mortgage accounting services offered by First American Title Insurance Company. We hereby decline this service.

Further, we herein release First American Title Insurance Company from any and all liability in connection with the servicing of our promissory note, loss of original mortgage documents or final satisfaction of the mortgage after payment.

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First American Title Account Servicing

Officer Name: Susan C. Creel  
Location: First American Title Insurance  
Company of Oregon

*R.R. [Signature]*

\*\*\*\*\*

PRIN BAL 475,000.00 PMT AMT 3,826.57 INT RATE 7.5  
INT BEGINS September 20, 2007 1st PMT DUE November 5, 2007 PAYABLE Monthly  
ALL DUE & PAYABLE October 5, 2022

SERVICE FEES PAID: [ ] All by Payee/Seller [X] 1/2 & 1/2 [ ] All by Payor/Buyer

\*\*\*\*\*

Note: Need Permanent addresses for Payee & Payor. If coupons need to go to a temporary address, put that information on under Special Instructions.

**DESIGNATE PAYOR/BUYER  
(COMPLETE NAME, ADDRESS, ZIP)**

Laurie M. Larson and June Hummel  
38831 Groshong Road NE  
Albany, OR 97321

Designated SSN or Tax ID: 563-51-4133 (Laurie) 282-42-7748 (June)

**DESIGNATED PAYEE/SELLER  
(COMPLETE NAME, ADDRESS, ZIP)**

Robert Rieder  
32453 Millersburg Road  
Albany, OR 97321

Designated SSN or Tax ID:

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**ADDITIONAL PAYEES: COMPLETE NAME, ADDRESS, ZIP CODE & ACCOUNT NUMBER, if applicable:**

1.	ACCOUNT NO.
	AMOUNT OR %
2.	ACCOUNT NO.
	AMOUNT OR %
3.	ACCOUNT NO.
	AMOUNT OR %
4.	ACCOUNT NO.
	AMOUNT OR %

TAX PARCEL # 0043105

SALE PRICE \$ 400,000.00

SHORT LEGAL DESCRIPTION:

PROPERTY ADDRESS:

32453 Millersburg Drive NE also, 32445 & 32449 Millersburg Road, Albany, Oregon 97321

Additional Information:

PREPARED BY:

ACCOUNT SERVICING FEE DEFINITIONS

## ADDENDUM TO LAND SALE CONTRACT AGREEMENT

This Addendum made this 10<sup>th</sup> day of Sept., 2007 by Robert Rieder ("Vendor") and Laurie M. Larson and June Hummel ("Purchaser") amends the original agreement dated January 19, 2006 (Original Agreement).

The Addendum modifies the Original Agreement as follows:

1. The Original Agreement calls for \$75,000 to be paid towards equipment listed at Exhibit B. An additional \$400,000 was required to purchase the property for a total of \$470,000. Purchaser provided Seller a promissory note for \$75,000 for the equipment containing separate terms of payment than what was provided for under the Original Agreement. Purchaser and Seller realize that the creation of the note was in error. That note is hereby deemed null and void and will be destroyed. Instead, the full \$475,000, less deposits and advances (real property and equipment) will be covered under the Original Agreement under the terms provided therein except as modified by this Addendum. Seller shall provide all the equipment listed in Exhibit B, in good working condition, to Purchaser on or before the closing date.
2. Buyer has provided and Seller has already received the \$5,000 earnest money called for in the Original Agreement. However, that earnest money was transferred over and credited towards the Groshong property purchase price and not towards the purchase price for the subject property. Buyer is not obligated to provide any additional earnest money for this property and the remaining balance remains ~~\$470,000~~: \$475,000.00. *R.R.*
3. The first payment by Purchaser is not due until October 5, 2007 or within 7 days after Robert Rieder vacates the property, whichever is later. Each monthly payment thereafter shall be due on the 5<sup>th</sup> of the month unless such day is a Saturday, Sunday or bank holiday, in which case the payment shall be due on the next business day.
4. There shall be no prepayment penalty or prepayment limitations.
5. If Robert Rieder fails to relinquish possession of all the property by October 31, 2007 11:59 p.m., he will pay Purchaser \$125 for each day he remains or holds over on the property. In lieu of payment, Purchaser may offset any hold over sums from any payment due under the Original Agreement. On November 1, 2007, Vendor shall have no right of possession and Purchaser may use any remedy to evict and remove Vendor.
6. Except for personal property listed in Exhibit B, no personal property shall be sold under this contract of sale of the farm, buildings, home and two mobile

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homes, however Purchaser may remove one mobile home, but must replace it with another mobile home.

- 7. Unless otherwise modified by this Addendum, all terms of the Original Agreement shall remain in full force and effect.
- 9. Collection Escrow. The Escrow Holder shall also collect and distribute all sums owing under the agreement. Buyer and Seller shall split all fees and costs associated with the Collection Escrow.

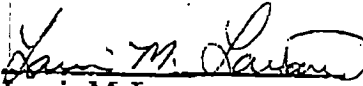
COPY

The parties hereto have executed this Addendum effective as of the day and year first above written.

Vendor

  
 Robert Rieder

Purchaser

  
 Laurie M. Larson

  
 June Hummel

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REALTY CONTRACT

DATED: August 31, 2007

VENDOR: ROBERT RIEDER

PURCHASER: LAURIE M. LARSON and JUNE HUMMEL, tenants in common, with right of survivorship

COPY

This Realty Contract has been prepared by the law office of ROGER H. REID, Attorney at Law, at the specific request of the Vendor. Any and all legal advice or representations from the said law office have been made and rendered on behalf of the Vendor only. Further, ROGER H. REID, Attorney at Law, hereby advises and informs the Purchaser that they may and should obtain their own legal representation in regard to this transaction.

NOTICE:

Under Oregon Law, the Vendor is required to record this Realty contract or the Memorandum of Contract within fifteen days from the date of execution of this contract, and failure to do so subjects Vendor to a fine of not more than \$100.00, pursuant to ORS 93.635.

Please see that this Realty Contract or the Memorandum of Contract is recorded within fifteen (15) days from the execution hereof.

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AGREEMENT

THIS AGREEMENT made this 31<sup>st</sup> day of August, 2007, by ROBERT RIEDER, herein called VENDOR, and LAURIE M. LARSON and JUNE HUMMEL, tenants in common, with right of survivorship, herein called PURCHASER,

WITNESSETH:

Vendor agrees to sell to Purchaser and Purchaser agrees to purchase that certain land and all improvements thereon, referred to herein as "property", "premises" or "Premises", situated in Linn County, Oregon, described as follows:

See Exhibit "A" attached hereto.

Also included in this sale are the following items of equipment valued at \$75,000.00: See Exhibit "B" attached hereto.

COPY

The true and actual consideration for this transfer is FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00). The foregoing recital of consideration is true as I verily believe.

The Vendor may go upon the property and may inspect the premises at reasonable times, but he must provide Purchaser with at least fourteen (14) days written notice.

The Purchase Price of the property, which Purchaser agrees to pay shall be the sum of FOUR HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$475,000.00), payable as follows:

- a) The sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), which has been paid as earnest money.

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b) The sum of FOUR HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$470,000.00), which shall be paid in monthly installments of at least THREE THOUSAND SEVEN HUNDRED EIGHTY-SIX AND 29/100 DOLLARS. *See instructions* includes interest at the rate of seven and one-half percent (7.5%) per annum *for monthly payment* which is an Annual Percentage Rate of seven and one-half percent (7.5%) *amount OKed by* Finance Charge in this transaction. Interest shall be calculated monthly *all parties* on a thirty day basis. The first of such installments shall be paid on the 5th day of the next month after possession of Millersburg property located at 32453 Millersburg Road, Albany, Oregon, and Groshong property at 38831 Groshong Road NE, Albany, Oregon, and Purchaser shall be obligated to pay interest on this transaction starting with the date of the possession of the Millersburg home at 32453 Millersburg Road NE, Albany, Oregon, and Groshong property at 32453 Millersburg Road NE, Albany, Oregon, and said interest shall be prorated and shall be due and payable with the regular payment of \$3,786.29 on the 5th day of the next month. All subsequent installments shall be due and payable on the 5th of each and every month thereafter, until the entire purchase price, including interest, is paid in full. On any payment or payments not made on due date, interest shall be calculated on a daily basis and shall be paid by the Purchaser. The full balance due and owing hereunder shall be paid on or before January 5, 2021. On any payment or payments not made within fifteen days of the due date, there shall be a late payment penalty of ten percent of the payment amount, unless the 15th day is a holiday or weekend, then the payment must be made on the next business day.

Interest on the unpaid balances shall commence on the date Purchaser takes possession of the Millersburg property located at 32453 Millersburg Road, Albany, Oregon, and Groshong property at 38831 Groshong Road NE, Albany, Oregon.

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Purchaser may at any time commencing in the year 2008 pay off the entire balance or any sum of the purchase price remaining due, together with interest due thereon to the date of payment without penalty; provided that no additional payments shall be credited as regular future payments provided for in this Agreement.

In the event Purchaser fails to pay, when due, any amounts required of them to be paid, Vendor may pay any or all such amounts. If Vendor makes any such payments, the amounts thereof shall be added to the purchase price of the property on the date such payments are made by Vendor, and such sums shall bear interest at the same rate as provided above.

In the event Vendor fails to pay, when due, any amounts required of him to be paid, Purchaser may pay any or all such amounts. If Purchaser makes any such payments, the amounts thereof shall be credited against the amount still due and owing by contract on the date such payments are made by Purchaser.

All taxes levied against the above described property for the current tax year shall be prorated between Vendor and Purchaser as of the date Purchaser takes possession of the Millersburg home located at 32453 Millersburg Road, Albany, Oregon. Purchaser agrees to pay, when due, all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises, and shall furnish proof of such payments to Vendor.

Purchaser agrees to keep the buildings and personal property on said premises insured against loss by fire or other means in an amount not less than the full insurable value, with loss payable to the parties hereto as their interests appear at the time of loss. Purchaser shall furnish proof of such

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insurance and payments to Vendor. In the event of loss, the proceeds of such insurance are to be used for the purpose of repair or reconstruction of the damaged property. Any amount received by Vendor under said insurance in payment of a loss, which is not used for repair or reconstruction shall be applied upon the unpaid balance of the purchase price, and shall reduce said unpaid balance to the extent of the amount of the insurance payment received by Vendor. All uninsured losses shall be borne by Purchaser on contract on or after date Purchaser becomes entitled to possession.

Purchaser is entitled to possession of the premises on or before the 1st day of May, 2006, or Purchaser may use any remedy to evict Vendor. Purchaser shall be entitled to possession of the two mobile homes thirty days after the date of closing. If possession of this property is not given to Purchaser within sixty days of closing, then Vendor must pay the sum of \$2,500.00 to Purchaser per month for rent of the home at 38831 Groshing Road NE, Albany, Oregon, pro-rated on part of any month.

Purchaser agrees that all improvements now located or which shall hereafter be placed on the premises, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this Agreement, without the written consent of Vendor, which consent will not be unreasonably withheld. Purchaser shall neither commit nor suffer any waste of the property nor any improvements thereon nor alterations thereof and shall maintain the property and all improvements thereon and all alterations thereof in good condition and repair. Purchaser shall neither make nor cause to be made any improvements nor alterations to the property, without first obtaining the written consent of Vendor, which consent will not be unreasonably withheld. If Purchaser removes, sells, tears down or destroys any buildings, merchantable trees or improvements, the Purchaser must

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pay said Vendor for damages to the property, and said sums shall be in addition to the regular payments provided for in this contract and shall apply on the balance due and owing.

Vendor shall furnish at his expense a Purchaser's title insurance policy in the amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), within thirty (30) days from the date hereof, insuring Purchaser against loss or damage sustained by them by reason of the unmarketability of Vendor's title or liens or encumbrances thereon, excepting matters contained in the usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any.

Vendor covenants that he is the owner of the above described property free of all encumbrances except easements, conditions, restrictions of record listed as follows:

- COPY
1. Taxes for the year 2005-20006  
 Tax Amount: \$953.73  
 Unpaid Balance: \$597.43, plus interest and penalties, if any  
 Code No.: 008.09  
 Map & Tax Lot No.: 10S 03W 18 00401  
 Property ID No.: 0043055
  2. Regulations, including levies, liens, assessments, rights of way and easements of the Linn Soil and Water Conservation District.  
 (Assessments, when levied, will be included in the Ad Valorem taxes.)
  3. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty will be imposed.
  4. Unrecorded leases or periodic tenancies, if any.

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- 5. The following pertain to Lender's Extended Coverage only:
  - a. Parties in possession, or claiming to be in possession, other than the vestees shown herein.
  - b. Statutory liens for labor and/or materials, including liens for contributions due to the State of Oregon for unemployment compensation and for workman's compensation, or any rights thereto, where no notice of such liens or rights appear of record.

Vendor hereby covenants and warrants as follows:

(a) Vendor warrants that Vendor is the owner of good and marketable title to the premises free of all liens and encumbrances except those referred to on Pages 6 and 7 of this contract and will defend such title from the lawful claims of persons claiming superior title.

(b) Vendor represents that there are no contracts, leases, or agreements relating to the premises, except as otherwise set forth in this contract and that will be binding on the premises or Purchaser following closing.

(c) Vendor further warrants that as of the date of closing, Vendor has not received any notice, and does not have actual knowledge, of any pending or threatened claim, action, demand, suit, proceeding, hearing, or governmental study or investigation against or involving the premises and related in any way to the fill or removal of the material in or from any wetland located on the Property.

Purchaser agrees that they will not suffer or permit any liens to be filed against the premises or against any buildings erected thereon or improvements made thereon, and that they will defend, keep harmless and indemnify Vendor from all loss, damage, costs, charges, liabilities or expenses of any kind on account of any claims or liens filed against said real property or its appurtenances.

Upon payment of the entire purchase price for the property as herein provided, and

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performance by Purchaser of all other terms, conditions and provisions hereof, Vendor shall forthwith execute and deliver to Purchaser a good and sufficient warranty deed for the property, free and clear of all liens and encumbrances, except as above provided and those placed upon the property or suffered by Purchaser subsequent to the date of this Agreement. Purchaser is to record deed at their own expense.

In the event that Purchaser shall fail to perform any of the terms of this Agreement, time of payment and performance being of the essence, Vendor shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

- a) To foreclose this contract by strict foreclosure in equity.
- b) To declare the full unpaid balance of the purchase price immediately due and payable.
- c) To specifically enforce the terms of this Agreement by suit in equity.
- d) To cancel the contract pursuant to the nonjudicial forfeiture remedy permitted by ORS 93.905 to 93.945, and to declare the purchaser's rights under the contract to be forfeited, extinguishing the debt, and vendor retain all sums previously paid thereunder by the Purchaser.
- e) Purchaser hereby assigns to Vendor all rents, revenues, incomes, issues and profits (the Income) from the property, whether now or hereafter due. Prior to default, Purchaser may operate and manage the property and collect the income from the property. In the event of default and at any time hereafter, Vendor may revoke Purchaser's right to collect the income from the property and may, either itself or through a receiver, collect the same. To facilitate collection, Vendor may notify any tenant or other user to make payments of rents or use fees directly to Vendor. If the income is collected by Vendor, then Purchaser irrevocably designates Vendor as Purchaser's attorney in fact to endorse instruments received in payment thereof in the name of Purchaser to negotiate the same and collect the proceeds. Payments by tenants or other users to Vendor in response to Vendor's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Vendor shall apply the income first to the expenses of renting or collection and the balance (if any) to payment of sums due from Purchaser to Vendor under this contract.

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f) The above remedies are not exclusive and the Vendor may use any and all remedies at law or in equity if Purchaser is in default.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payment as herein provided, until notice of said default has been given by Vendor to Purchaser and Purchaser shall have failed to remedy said default within thirty (30) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Purchaser at last address known to Vendor.

If Purchaser shall fail to make payment as herein provided and said failure shall continue for more than twenty (20) days after the payment becomes due, Purchaser shall be deemed in default and Vendor shall not be obligated to give notice to purchaser of a declaration of said default.

Vendor shall have the septic system pumped at his expense on both the property subject to this Contract and on the Millersburg property located at 32453 Millersburg Road, Albany, Oregon. If Purchaser desires a written report on the septic systems, then said report shall be at the expense of the Purchaser.

Vendor shall have a water inspection performed on the property described herein as well as on the property located at 32453 Millersburg Road, Albany, Oregon, for purity and bacteria. If Purchaser desires to have a flow test performed, said test shall be performed at Purchaser's expenses.

No personal property shall be sold under this contract of sale of farm, buildings, home and two mobile homes, however Purchaser may remove one mobile home, but must replace it with another mobile home, other than the equipment described in Exhibit "B", which is placed on this Contract for security purposes.

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STATE OF OREGON )  
 )  
 ) ss.  
County of Linn )

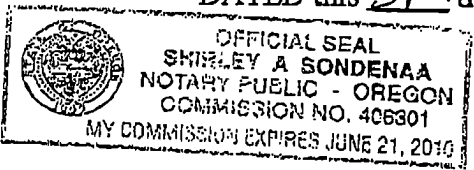
Personally appeared the above named ROBERT RIEDER, and acknowledged the foregoing instrument to be his voluntary act and deed.  
DATED this 19<sup>th</sup> day of SEPT, 2007.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 6-21-08

STATE OF OREGON )  
 )  
 ) ss.  
County of Linn )

Personally appeared the above named LAURIE M. LARSON, and acknowledged the foregoing instrument to be her voluntary act and deed.  
DATED this 31<sup>st</sup> day of August, 2007.

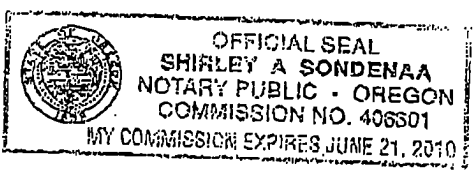


[Signature]  
Notary Public for Oregon  
My Commission Expires: 6/21/10

COPY

STATE OF OREGON )  
 )  
 ) ss.  
County of Linn )

Personally appeared the above named JUNE HUMMEL, and acknowledged the foregoing instrument to be her voluntary act and deed.  
DATED this 31<sup>st</sup> day of August, 2007.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 6/21/10

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Purchaser certifies that this contract of purchase is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence their judgment; that no representations as to the condition or repair of said premises have been made by Vendor or by any agent of Vendor; and that Purchaser takes said property and the improvements thereon in the condition existing at the time of this Agreement.

Failure by Vendor at any time to require performance by Purchaser of any of the provisions hereof shall in no way affect Vendor's rights hereunder to enforce the same nor shall any waiver by Vendor of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

In the event any party, which shall include assignees, heirs, administrators or executors shall institute or prevail in any action or suit for the enforcement or rescission of any of their rights hereunder, the party at fault will pay to the other party a reasonable attorney's fees on account thereof and attorney's fees on any appeal to any court shall be allowed to the party prevailing.

If either party becomes a party to any litigation or arbitration concerning this Agreement or the subject matter of this Agreement, by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation or arbitration or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation or arbitration shall be liable to that party for reasonable attorney's fees and court costs incurred by it in the litigation.

If at any time any portion of this agreement is declared void, voidable, illegal, unenforceable

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or unconstitutional by any court, it shall not affect the validity of any other portion of this agreement, and said portion shall be stricken from this agreement but the remaining agreement shall remain valid.

Purchaser shall not assign nor sell this agreement, their rights hereunder or in the property covered thereby without the written consent of Vendor, which consent will not be unreasonably withheld. If this Contract or the real property is assigned, sold or transferred, the assignees, purchasers or grantees must assume and agree to abide by all of the terms and conditions of this contract. Consent to assign or sell as hereinabove provided shall not relieve the Purchaser of any obligation herein.

The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto, provided, however, that nothing contained in this paragraph shall alter the restrictions herein contained relating to assignment.

That by the execution hereof the parties hereto contract and agree that in the event of the death of either of the purchasers, then this contract, together with all right, title and interest of purchasers hereunder, shall automatically inure to and be vested in the survivor of the Purchasers.

That by the execution hereof, the parties hereto contract and agree that in the event of the death of either of the Vendors, then this contract, together with all right, title and interest of Vendors hereunder, shall automatically inure to and be vested in the survivor of the Vendors.

In construing this Agreement, it is understood and agreed that the Vendor or Purchaser may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean

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and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES [AND], TO DETERMINE ANY LIMITS OR LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

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Until a change is requested, all tax statements shall be sent to the following name and

address: June Hummel & Laurie M. Larson  
38831 Groshong Road NE  
Albany, OR 97321

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As soon as practicable following the execution of this agreement, Vendor shall deliver in escrow to FIRST AMERICAN TITLE COMPANY:

- (a) A warranty deed to the property free and clear of all encumbrances, except as expressly specified herein, said deed to be executed by the Vendor with the Purchaser as the grantee.
- (b) A Bill of Sale covering the equipment which is a part of this transaction.
- (b) An executed copy of this agreement.
- (c) All expenses of escrow shall be shared equally by the parties.

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The parties hereto hereby instruct said escrow agent to receive for Vendor's account the balance of the installment payments provided for herein. Upon full payment of the principal and interest provided for herein, the escrow agent shall deliver to Purchaser the instruments specified above. If Purchaser fails to pay any installment before the expiration of thirty (30) days after the due date thereof, the escrow agent is authorized to surrender to Vendor, upon demand and without notice of Purchaser, all of the documents specified in the preceding paragraphs, thereby terminating the escrow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the day and year first above written.

VENDOR

Robert Rieder  
ROBERT RIEDER

PURCHASER

Laurie M. Larson  
LAURIE M. LARSON

June Hummel  
JUNE HUMMEL

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## Exhibit "A"

Real property in the County of Linn, State of Oregon, described as follows:

Beginning 20.40 chains North of the Southeast corner of the E. C. McClain DLC No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence West 38.70 chains to the center of the County Road; thence North 8°30' East along the center of the County Road, 20.93 chains to the North boundary of the South half of said claim; thence East along said boundary 35.14 chains to the East boundary of said claim; thence South 1°45' East along the said East boundary 20.45 chains to the point of beginning, Linn County, Oregon. Except the following: Beginning at the intersection of the North line of the South half of the DLC of Edmund C. McClain, being Claim No. 70 in Section 18, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, and the center line of County Road No. 311, said point being North 40.85 chains and West 35.14 chains from the Southeast corner of said DLC No. 70; thence South 8°30' West along the center of said road a distance of 270.00 feet to a ½ Inch rod; thence South 81°30' East a distance of 900.00 feet to a ½ inch rod; thence North 8°30' East a distance of 407.98 feet to a ½ inch rod in the North line of the South half of said Claim No. 70; thence South 89°47' West along said North line a distance of 910.52 feet to the point of beginning.

Also except: That property conveyed to Linn County by deed recorded September 16, 1976 in Volume 145, Page 284, Linn County MF records and by deed recorded July 29, 1977 in Volume 173, Page 128, Linn County MF records.

Also Except: that property lying South of County Road No. 310 conveyed to Vern L. Peer and Mary A. Peer by deed recorded February 25, 1980 in Volume 257, Page 4; Linn County MF records.

Tax Parcel Number: 0043105 and 0799367 and 0740734 and 0043071

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EXHIBIT "B"  
EQUIPMENT LIST

- John Deere 444E
- John Deere 870 4WD
- John Deere 850 4WD
- Ford Tractor 770 4WD Loader
- Ford Tractor 5610
- Ford Tractor 4600
- Massey Ferguson 225 Loader
- Harsch Mixer Wagon
- Roto Mix Mixer Wagon
- New Holland Stall Filler
- Generator
- 1 Steel Box Scraper
- 1 60 Gallon Pak Tank 3 point
- 2 Rubber Scrapers
- 1 Rotary Mower

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After Recording Return to:

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

Send All Tax Statements to:

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

COPY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that ROBERT RIEDER, hereinafter called the Grantor, for the consideration hereinafter stated, to grantor paid by LAURIE M. LARSON and JUNE HUMMEL, tenants in common with right of survivorship, hereinafter called the Grantees, does hereby grant, bargain, sell and convey unto the Grantees and Grantees' heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining situated in Linn County, State of Oregon, described as follows:

See Exhibit "A" attached hereto.

To Have and to Hold the same unto the grantees and grantees' heirs, successors and assigns forever.

And Grantor hereby covenants to and with Grantees and Grantees' heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except easements, conditions and restriction of record, and that Grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

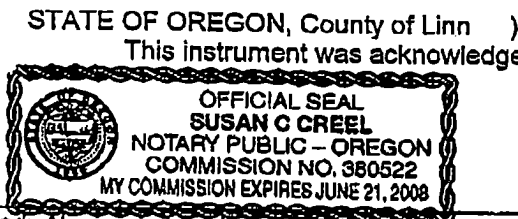
The true and actual consideration for this transfer, stated in the terms of dollars, is \$475,000.00.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under Chapter 1, Oregon Laws 2005 (Ballot Measure 37 (2004)). This instrument will does not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this Instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses [and], to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930 and to inquire about the rights of neighboring property owners, if any, under Chapter 1, Oregon Laws 2005 (Ballot Measure 37 (2004)).

In Witness Whereof, the Grantor has executed this instrument this 19<sup>TH</sup> day of SEPT, 2007.

*Robert Rieder*  
\_\_\_\_\_  
ss. 9-19, 2007, by Robert Rieder.  
*Susan A. Creel*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 6-21-08



Grantor's Name and Address:  
Robert Rieder

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

Grantee's Names and Addresses:  
Laurie M. Larson

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

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June Hummel

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



## Exhibit "A"

COPY

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