

Application for a Permit to Use Surface Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME <i>Richard + Milene Manion</i>		PHONE (HM) <i>541-683-5159</i>	
PHONE (WK) <i>541-554-6966</i>	CELL <i>541-554-6966</i>	FAX <i>N/A</i>	
ADDRESS <i>31439 Coburg Bottom Loop</i>			
CITY <i>Eugene</i>	STATE <i>OR</i>	ZIP <i>97403</i>	E-MAIL * <i>rbmanion@msn.com</i>

Organization Information

NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL *

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

AGENT / BUSINESS NAME		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL *

Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the department electronically. (paper copies of the final order documents will also be mailed.)

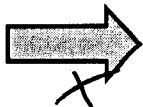
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By my signature below I confirm that I understand:

MAY 23 2014

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet. SALEM, OR
- I cannot legally use water until the Water Resources Department issues a permit to me.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to get water to which they are entitled.

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



Richard Manion
Applicant Signature

Richard Manion
Print Name and title if applicable

MAY 20, 2014
Date

Milene Manion
Applicant Signature

Milene Manion
Print Name and title if applicable

MAY 20 2014
Date

Revised	App. No. <i>87990</i>	For Department Use	Permit No. _____	Date _____
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SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

Yes

There are no encumbrances.

This land is encumbered by easements, rights of way, roads or other encumbrances.

No

I have a recorded easement or written authorization permitting access.

I do not currently have written authorization or easement permitting access.

Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).

Water is to be diverted, conveyed, and/or used only on federal lands.

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List the names and mailing addresses of all affected landowners (attach additional sheets if necessary).

EWEB through Walterville Canal
PO Box 10148
Eugene OR 97440-2148

You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the water is to be used as depicted on the map.

SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

Source 1: Willamette Basin Project Tributary to: McKenzie R.

Source 2: McKenzie River Tributary to: Willamette R.

Source 3: Tributary to:

Source 4: Tributary to:

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

B. Applications to Use Stored Water

Do you, or will you, own the reservoir(s) described in item 3A above?

Yes.

No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

see Attached Contract Data Sheet
Surface Water/4

If *all* sources listed in item 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

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SECTION 4: WATER USE

Provide the amount of water you propose to use from each source, for each use **SALEM, OR** in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):
(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
Willamette Basin Project	Irrigation	March 1 → Oct 31	33 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
McKenzie River	Agricultural Frost Control	March 1 → May 31	330 <input type="checkbox"/> cfs <input checked="" type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

For irrigation use only:
 Please indicate the number of primary and supplemental acres to be irrigated.
 Primary: 13.2* Acres Supplemental: _____ Acres
 List the Permit or Certificate number of the underlying primary water right(s): _____
 Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 33 for irr & 4 for Ag.

- If the use is **municipal or quasi-municipal**, attach Form M
- If the use is **domestic**, indicate the number of households: _____
- If the use is **mining**, describe what is being mined and the method(s) of extraction:

~~EWFB~~

SECTION 5: WATER MANAGEMENT

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A. Diversion and Conveyance

What equipment will you use to pump water from your source?

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Pump (give horsepower and type): 3 ~~HP~~ ~~7~~

SALEM, OR

Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. EWFB Diverts water from McKenzie down Walterville Canal; redirected into canal side pond, pumped from pond.

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)

(drip) high pressure sprinklers for frost control only -

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to public uses of affected surface waters.

will use drip to irrigate on timers overhead mist emitters for Frost protection.

SECTION 6: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources.

Diversion will be screened to prevent uptake of fish and other aquatic life.
Describe planned actions: EWFB screens McKenzie R. Diversion

Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: No new excavation is planned.

Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: no equipment will be in McKenzie R.

Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: Best Management Practices will be used.

SECTION 7: PROJECT SCHEDULE

Date construction will begin: *May Feb 1, 2015*
Date construction will be completed: *Oct 1, 2020*
Date beneficial water use will begin: *February 1, 2015*

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SECTION 8: WITHIN A DISTRICT

Check here if the point of diversion or place of use are located within or served by an irrigation or other water district.

Irrigation District Name	Address	
City	State	Zip

SECTION 9: REMARKS

Use this space to clarify any information you have provided in the application.

*Use Stored Water for irrigation
and Live flow for Temp Control*

Land Use Information Form



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

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NOTE TO APPLICANTS

SALEM, OR

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.

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: Richard + Ailene Manion
First Last

Mailing Address: 31437 Coburg Bottom Loop

Eugene Or 97408 Daytime Phone: 541-554-6966
City State Zip

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:
175	1W	22	.4.4	101		<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	irrig
			.4.4	102		<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	irrig
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

<u>Lane County</u>	RECEIVED BY OWRD MAY 23 2014
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B. Description of Proposed Use

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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) BCR stored water & McKenzie River

Estimated quantity of water needed: 37 ac ft
 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 Ag, Temp Control

Briefly describe:

irrigation of Kiwis, Berries and Temperature Control

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. →
 Surface Water/9

WR

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): LC 16.212(3)(a)
- 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.

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SALEM, OR

REVIEWED PER OUR FILE 509-PA14-05286

Name: JERRY KENDALL Title: ASSC. PLANNER
 Signature: J. Kendall Phone: 541-682-4057 Date: 5-21-14
 Government Entity: LANE COUNTY

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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SALEM, OR



FAXED

503 - 906 - 0904

ATTN: Jerry Sauter

From Rick Manion
541-554-6966

5-87990

CONTRACT DATA SHEET



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U.S. Bureau of Reclamation
Attn: PN-3324
1150 North Curtis Road
Boise, ID 83706-1234
208-378-5344

MAY 27 2014

SALEM, OR

RECLAMATION

Managing Water in the West



FAXED

1. Applicant Information:

A. Landowners

- 1) Name of landowner(s): Richard and Ailene Marion
- 2) Address: _____
- 3) Mailing Address (if different): 31439 Coburg Bottom Loop, Eugene, OR
- 4) Tax payer (Social Security Number Identification or Employer Number(s) Identification): _____
- 5) Do you own all of the land where you propose to divert and make use of water? yes

B. Water User Organizations (Such as Irrigation Districts, Ditch/Canal Companies, Water Control Districts, Water User Associations & Cooperatives, Irrigation Improvement Districts, and similar entities organized according to State Law)

- 1) Name of Organization: _____
- 2) Name & Title of Applicant: _____
- 3) Mailing Address of Organization: _____
- 4) Taxpayer Identification Number: _____
(Social Security Number or Employer Identification Number)
- 5) Please provide the following information:
 - (a) A description of the area served by the organization (location, total acreage, # of water users, prominent crops, etc.)
 - (b) Copy of organization by-laws, articles of incorporation (if applicable), board resolution authorizing the applicant to represent and bind the organization under contract with the United States.

2. Source of Water (name of stream, river): Willamette Basin Project

3. Proposed point of diversion: 390 feet South and 120 feet
of Wet 1/4 corner of Section 23, Township 17 S, Range 1 W

Willamette Meridian.

4. A water right permit to divert storage water is required. Application or file number with OWRD if you have applied for a permit to divert storage water: submitting App. Concurrently

5. Include a map of lands and diversion points. (Same as required by Oregon Water Resources Department (OWRD) for application for surface/ground water permit).

5-87990

6. Do you currently hold a right to natural flows for irrigating the property described herein? No
If yes, what is/are the priority date(s)? _____

7. Total quantity of water from storage requested: 33 acre-feet.

8. Location of land to be irrigated in each 40-acre tract:

TOWNSHIP	RANGE	SECTION	40-ACRE TRACT (1/4) (1/4)	NO. of ACRES	TYPE of IRRIGATED CROP
17 S	1 W	22	NE SE	1	Kiwi
			SE SE	6.9	"
		23	NW SW	2.2	"
			SW SW	3.1	"

9. What is the present use of the land identified above? [*Farming; idle (fallow cultivated land); native (appears never to have been tilled); planted pasture or other (please specify)*].

planted pasture

10. Is the land identified above currently being irrigated? No If yes, what is the source? (*natural flows, wells, etc.*) _____

11. Diversion must be screened to prevent uptake of fish and other aquatic life.

Describe plan(s) to comply with State/Federal fish screen standards: Water Diverted into EWEB Walleville Canal and EWEB has an elaborate fish screen and by pass system

12. Telephone number where you can be reached during the day: 541-554-6966

Before returning the completed Contract Data Sheet to the address provided on page 1, please check that you have done the following:

- ANSWERED ALL QUESTIONS COMPLETELY
- ATTACHED AND IDENTIFIED ADDITIONAL SHEET(S) AS NECESSARY
- ATTACHED THE REQUIRED MAP
- SUBMIT PAYMENT FOR THE APPROPRIATE CONTRACT ADMINISTRATION FEE², MAKE CHECK PAYABLE TO THE U.S. BUREAU OF RECLAMATION

¹ Section 31001.(i) of the Debt Collection Improvement Act of 1996 (Chapter 10 of Pub. L. 104-134) requires each contractor with an agency of the United States to furnish their taxpayer identifying number (social security number or employer identification number) and each agency to disclose to that contractor its intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such contractor's relationship with the Government.

² The minimum contract administration fee for most applications is \$100. However, from time to time this fee may be revised to cover the costs of the United States. We recommend you contact this office to verify the current minimum contract administration fee. In the event that the costs to the United States of evaluating the application are in excess of the minimum contract administration fee, an estimate of the reimbursable costs for which advance payment is required will be provided to the applicant.

5-87590



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SALEM, OR



TITLE NO. 0281842
ESCROW NO. EU13-2026
TAX ACCT. NO. 1742178
MAP/TAX LOT NO. 17 01 22 44 00101

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GRANTOR

UMPQUA COMMUNITY COLLEGE FOUNDATION

SALEM, OR

GRANTEE

RICHARD MANION and AILENE MANION
31439 COBURG BOTTOM LOOP
EUGENE, OR 97408

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

After recording return to:
CASCADE TITLE CO.
811 WILLAMETTE
EUGENE, OR 97401

WARRANTY DEED -- STATUTORY FORM

UMPQUA COMMUNITY COLLEGE FOUNDATION, Grantor,

conveys and warrants to

RICHARD MANION and AILENE MANION, as tenants by the entirety, Grantee,

the following described real property free of encumbrances except as specifically set forth herein:

[Handwritten signature]
initial

Beginning at the iron pipe marking the Southeast corner of the John Latta D.L.C. No. 42, Township 17 South, Range 1 West of the Willamette Meridian; thence North 00° 31' 29" East 813.20 feet to point on the Southerly right of way line of the McKenzie Highway; thence along said Southerly right of way line South 73° 06' 42" West 362.11 feet to an iron pin marking the true point of beginning; thence along, or very nearly along, an existing fence line, South 00° 22' 11" East 510.85 feet to a point on the Northerly right of way line of the Eugene Water and Electric Board (E.W.E.B.) Power Canal (being referenced on the ground by an iron pin bearing South 00° 22' 11" East 25.79 feet); thence along said Northerly right of way line of the E.W.E.B. Power Canal the following eleven courses and distances: South 50° 17' 00" West 50.79 feet, South 80° 54' 00" West 582.00 feet, North 87° 14' 00" West 456.00 feet, South 01° 03' 30" West 22.00 feet, North 76° 40' 00" West 222.58 feet, North 89° 54' 00" West 350.25 feet, South 70° 54' 00" West 324.27 feet, South 43° 45' 00" West 15.51 feet, West 69.64 feet, South 42° 03' 30" West 7.49 feet to an iron pin set on a line 2364.00 feet West of the East line of Donation Land Claim No. 42, and North 91.48 feet to an iron pin set on the Southerly right of way line of the McKenzie Highway; thence leaving the Northerly right of way line of the E.W.E.B. Power Canal, along said Southerly right of way line of the McKenzie Highway, bearing North 73° 06' 42" East 2116.22 feet to the true point of beginning, all in Lane County, Oregon.

EXCEPT: Beginning at a point referenced by a 5/8 inch iron rod set on the South margin of the Eugene Water and Electric Board (E.W.E.B.) Power Canal, said point being North 00° 30' 00" East 210.38 feet from a 2-1/2 inch iron pipe set in County Survey File No. 16545 to mark the Southeast corner of the John Latta D.L.C. No. 42 in Township 17 South, Range 1 West of the Willamette Meridian; thence along the said South margin of the E.W.E.B. Power Canal the following five courses and distances: South 00° 20' 59" East 10.14 feet, South 70° 00' 53" West 149.03 feet, South 43° 53' 55" West 209.93 feet, South 81° 37' 07" West 808.74, and North 78° 12' 44" West 280.07 feet to a point, said point being the true point of beginning of a road easement reserved in a mortgage recorded August 4, 1976, Reception No. 7639793, Lane County Official Records; thence leaving said South margin of the E.W.E.B. Power Canal, bearing North 01° 03' 30" East 154.96 feet to a point on the Northerly margin of the E.W.E.B. Power Canal, said point being the true point of beginning; thence North 01° 03' 30" East 309.09 feet to a point on the Southerly right of way line of the McKenzie Highway; thence along said Southerly right of way line South 73° 06' 42" West 63.07 feet; thence leaving said Southerly right of way line bearing South 01° 03' 30" West 307.98 feet to a point on the North margin of the E.W.E.B. Power Canal; thence along said North margin of the E.W.E.B. Power Canal the following three courses and distances: South 76° 40' 00" East 10.24 feet, North 01° 03' 30" East 22.00 feet, and South 87° 14' 00" East 50.02 feet to the true point of beginning, all in Lane County, Oregon.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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

WRD

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SALEM, OR



JOINT ESCROW INSTRUCTIONS - ESCROW NO: EU13-2026

TO: CASCAD E SCROW
811 WILLAMETTE STREET
EUGENE, OR 97401

DATE: 06/24/2013
PAGE: 1 of 3

PARTIES: SELLER: UMPQUA COMMUNITY COLLEGE FOUNDATION
BUYER: RICHARD MANION and AILENE MANION

SUBJECT PROPERTY: 17 01 22 44 00101, Lane COUNTY
17 01 22 44 00102, Lane COUNTY
As more fully described in the title report.

The parties hereby employ Cascade Escrow to act as settlement agent in connection with the sale by Seller to Buyer of the subject property and agree, advise and instruct Cascade Escrow as follows:

The signed Closing Statements are made a part of these instructions as if fully set forth herein. Certain items on the closing statements are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of closing of escrow and disbursement of funds. If for any reason additional funds shall become due for the accounts being paid through this escrow, the Seller/Buyer agree to deposit such additional funds immediately upon notification.

TITLE INSURANCE POLICY OR POLICIES: Obtain through CASCAD E TITLE COMPANY the following title insurance policy or policies on the subject property:

OWNER'S STANDARD POLICY \$49,000.00
Insuring: RICHARD MANION and AILENE MANION, as tenants by the entirety
31439 COBURG BOTTOM LOOP
EUGENE, OR 97408

Showing title vested in or the interest of: RICHARD MANION and AILENE MANION, as tenants by the entirety

Subject to the usual terms, conditions and exceptions contained in the form of title insurance policy herein provided for and any exceptions arising from or created by the documents recorded through this escrow and the following exceptions: 1-10 in that title report dated 06/17/2013, Order No. 0281842. The parties acknowledge receipt of the title report and map, and have read and approved the same.

Additional Instructions:

You are authorized to adjust the prorations if the recording date or possession dates changes.

All items to be paid in this escrow are reflected on the closing statements constituting a part of this escrow. Should any item not appear on the closing statements, it is to be paid by the buyer and/or seller outside of this escrow.

You are instructed to pay all credit card items and other consumer type debts in the amounts as shown on the Closing Statements pursuant to the lender's instructions to you. You are to accept the account information and amounts that have been provided to you without verification. If the invoices for the credit cards and/or consumer type debts are not supplied to escrow, then Cascade Escrow will deliver checks for said debts to the undersigned for delivery to said creditors, with no liability to Cascade Escrow. Any and all said checks shall be delivered via regular mail, unless instructed by the undersigned.

PRORATIONS shall be made as of Close of Escrow. The items to be prorated or adjusted in escrow are: REAL PROPERTY TAX. All adjustments to be made on a per diem basis, unless otherwise instructed prior to closing.

It is understood that Homeowner's Association dues, water, sewer, waste collection, electricity and utility charges and inventory for fuel will be adjusted between Seller and Buyer outside this escrow, unless set forth on the Closing Statements.

DOCUMENTS TO BE DELIVERED THROUGH ESCROW SHALL BE: The documents required to place title in the condition called for above, any documents referred to in the sections entitled "Existing Encumbrance(s)/Loan(s)" and/or "New Encumbrance(s)" and any other documents specified in these instructions.

Buyer will cause to be delivered to you the funds and documents necessary for Buyer to comply with these instructions. Seller will cause to be delivered to you the funds and documents necessary for Seller to comply with these instructions. When you are in receipt of said funds and documents, you are to record and/or deliver the documents and disburse the funds in accordance with these instructions and the attached Closing Statements. In modification of the foregoing, Buyer and Seller acknowledge that some lenders will not deposit loan funds into escrow until after recordation of documents. You are authorized to record documents deposited into the escrow prior to the lenders deposit of funds therein when you have been given instructions by the lender to record. In the event lender subsequently fails to deposit funds into escrow, Buyer and Seller agree to execute and record all documents necessary to restore title to the premises to the condition existing prior to said recordings. Buyer and Seller each hold Cascade Escrow harmless from any failure to perform and release Cascade Escrow from any liability arising therefrom.

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The parties to this escrow acknowledge that they are aware of the governmental regulations which require that all funds deposited into escrow must be collected funds and available for withdrawal prior to the disbursement of escrow. All funds deposited to this escrow must be deposited in the form of a Cashier's Check, Certified Check or Wire Transfer. In the event of deposit of uncollected funds, Cascade Escrow is authorized and instructed to delay the closing of the escrow pending confirmation of the clearance of all deposits.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Cascade Escrow 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 Cascade Escrow. If, without agreement, funds are retained or remain in escrow 6 months after close of escrow, you may deduct therefrom a \$25.00 per month fee.

The expression "close of escrow" means the date on which instruments referred to herein are recorded.

Any documents that have been prepared by Cascade Escrow were so prepared at the parties' direction and have been reviewed and approved as to terms, provisions, form and content by the parties. Cascade Escrow is authorized and instructed to insert dates and terms on instruments if executed incomplete in such particulars.

After close of escrow, you are to deliver the documents, funds and other property delivered herewith to the persons entitled thereto. You are to furnish a copy of these instructions, amendments thereto, closing statements and/or any other document deposited in this escrow to the lender or lenders and/or the real estate agent or agents involved in this transaction upon request of such lender(s) or agent(s). Cascade Title Co. is authorized to act pursuant to ORS 86.720.

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. Buyer and Seller hereby acknowledge that they have and shall have the continuing obligation of good faith in dealing with Cascade Escrow to enable Cascade Escrow to fulfill its responsibilities under this agreement. Such obligation of Buyer and Seller shall survive the closing of the transaction described herein and shall include, without limitation, the obligation to: (1) Disclose to Cascade Escrow any liens, encumbrances or any other rights, claims or matters known to Buyer or Seller which affect or relate to the property and transactions referred to in this agreement; (2) Return to Cascade Escrow for proper disposition any funds, documents or other property which are for any reason improperly or mistakenly released to Buyer or Seller; and, (3) Provide to Cascade Escrow all additional documents, funds and signatures required by Cascade Escrow to fulfill these escrow instructions and to fulfill Cascade Escrow's obligations to report and remit to the State of Oregon pursuant to ORS Ore. Rev. Statutes 314.258, et seq. To facilitate Buyer's and Seller's continuing obligation of good faith and cooperation to Cascade Escrow and to enable Cascade Escrow to fulfill its obligations under these escrow instructions, each of the undersigned hereby irrevocably appoint Cascade Escrow their attorney-in-fact to execute in their name and on their behalf such papers and documents as may be required to fulfill the terms of these escrow instructions.

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) Capacity, forgeries or false personations of any person or party in connection with these instructions or this escrow; (5) Fire Insurance and any other insurance coverage. Seller and Buyer agree that such coverage will be provided for outside this escrow; (6) The effect of zoning ordinances; (7) Any law regarding land division; and, (8) Any sums that may become due because of disqualification of the property qualifying for deferred taxes or other deferred liens.

NON-RESIDENT ALIEN – FIRPTA. The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations there under, provide, in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (generally a non-resident alien individual, a foreign corporation, a foreign partnership, a foreign trust or a foreign estate) must withhold a tax equal to ten percent (10%) of the amount realized on the disposition (generally the sales price), report the transaction and remit the withholding to the Internal Revenue Service (IRS) within twenty (20) days after the transfer. Cascade Escrow has not participated and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction; has not acted and will not act as a "qualified substitute" (as defined in the code and/or regulations) to receive a certification of non-foreign status from the transferor; and has not furnished and will not furnish tax advice to any party to the transaction. Cascade Escrow is not responsible for determining whether the transaction, the transferor (seller) or the transferee (buyer) qualifies or will qualify for an exception or an exemption from FIRPTA withholding requirements and is not responsible for the filing of any tax form with the IRS related to FIRPTA's application to this transaction and its principals. Cascade Escrow is not the agent for the transferee (buyer) for the purposes of receiving or analyzing any evidence or documentation that the transferor (seller) in the subject transaction is a U.S. citizen, a resident alien or a foreign person for purposes of FIRPTA requirements. The transferee (buyer) is advised that transferee (buyer) should seek the advice of a lawyer or other legal or tax professional regarding compliance with FIRPTA requirements and that transferee (buyer) must make an independent determination of whether the transaction is subject to FIRPTA withholding requirements and of the appropriate actions to take and documentation to obtain in connection with those requirements. Cascade Escrow is not responsible for the payment of FIRPTA withholding and/or any penalty and/or any interest incurred in connection therewith. The transferee (buyer) is advised that FIRPTA withholding and reporting requirements are not matters covered by title insurance, if any, issued to transferee (buyer) in connection with this transaction. The transferee (buyer) is advised that transferee (buyer) bears full responsibility for compliance with FIRPTA withholding and other requirements if applicable and/or all consequences of any failure to comply therewith. In the event that the transferee (buyer) and/or the transferor (seller) instructs Cascade Escrow to make a disbursement for FIRPTA withholding and to deliver FIRPTA-related forms to the IRS, Cascade Escrow does so pursuant to the principals' written instructions solely in its capacity as an escrow agent, without offering or giving any legal or tax advice to transferee (buyer) or transferor (seller) regarding FIRPTA withholding and other requirements.

In the event any dispute arises between Buyer and Seller concerning the property, documents, or funds covered by these instructions, Cascade Escrow may at its election: (1) Hold all matters in their existing status pending resolution of such

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dispute; or, (2) Join or commence a court action, and, in such action deposit the funds and documents referred to herein with the court where such action is pending, and ask the court to determine the rights of Buyer and Seller in and to such property, documents and funds. In the event of such dispute and Cascade Escrow's election of either alternative described above, Cascade Escrow shall have no further duties or obligations under this agreement other than either to hold such funds and documents until Buyer 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, Buyer, Cascade Escrow or any of them to enforce this agreement or to resolve any dispute between or among Buyer, Seller and Cascade Escrow, including a suit for declaratory judgment, the prevailing party shall be entitled to recover all expenses, costs and reasonable attorney's fees incurred in connection with such suit or action at trial, on appeal, on any petition for review, and in any arbitration or administrative or bankruptcy proceeding.

We have been specifically informed that Cascade Escrow is not licensed to practice law and no legal advice has been offered by Cascade Escrow or any of its employees. We have been further informed that Cascade Escrow 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 it has not done so.

We have not been referred by Cascade Escrow to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been encouraged to seek legal counsel of our own choosing at our own expense, if we have doubt concerning any aspect of this transaction.

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

We acknowledge that we have received the HUD-1 and/or HUD-1A Settlement Statement at least (1) business day prior to settlement, or we acknowledge that we have waived our right to the (1) business day review period per CFR§1024.10.


The Seller and Buyer herein agree, by executing the documents necessary to close this transaction, that all terms, provisions and 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. Cascade Escrow will have no responsibility or liability for any of said contingencies not met. Cascade Escrow shall not be concerned with oral directives, earnest money agreements or other writings other than an agreed express written amendment to these instructions. We agree that inspections and/or repairs are paid outside of escrow, unless they are set out in the attached closing statement.

Seller and Buyer are hereby informed that Cascade Escrow 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 affiliates' business. Seller and Buyer each waive any and all rights or claims with respect to such bank services received by Cascade Escrow or any affiliates thereof. A Good Faith estimate of the value of the bank services received is \$50.00 per escrow transaction. This disclosure is made in compliance with Oregon Administrative Rule 863-50-065. WE ACKNOWLEDGE ADVISEMENT OF THE ABOVE DISCLOSURE AND PERMIT SUCH SERVICES TO CASCADE ESCROW.

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

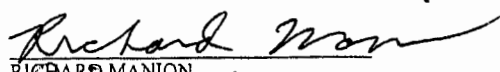
SELLER:

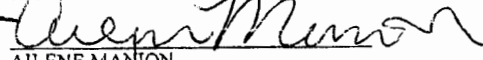
UMPQUA COMMUNITY COLLEGE FOUNDATION

BY:  DENNIS L. O'NEILL, EXECUTIVE DIRECTOR

ADDRESS AFTER CLOSING:

BUYER:


RICHARD MANION


AILENE MANION

ADDRESS AFTER CLOSING IF OTHER THAN
SUBJECT PROPERTY:

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2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Except the following encumbrances:
Covenants, Conditions, Restrictions and Easements of record.

RECEIVED BY OWRD

The true consideration for this conveyance is \$49,000.00.

MAY 23 2014

Dated this _____ day of _____, _____.

SALEM, OR

UMPQUA COMMUNITY COLLEGE FOUNDATION

BY: _____
DENNIS L. O'NEILL, EXECUTIVE DIRECTOR

State of Oregon
County of Lane

This instrument was acknowledged before me on _____, 2013 by UMPQUA COMMUNITY COLLEGE FOUNDATION.

(Notary Public for Oregon)
My commission expires _____