

Application for a Permit to
Store Water in a Reservoir
Alternate Review (ORS 537.409)



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

You may use this form for any reservoir storing less than 9.2 acre-feet or with a dam less than 10 feet high.

Use a separate form for each reservoir

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

| | | | |
|-----------------|-------|-----|------------|
| NAME | | | PHONE (HM) |
| PHONE (WK) | CELL | | FAX |
| MAILING ADDRESS | | | |
| CITY | STATE | ZIP | E-MAIL * |

Organization

| | | | | |
|---|-------------|--------------|------------------------------------|--------------|
| NAME Blue Line Farms Inc. c/o Karl Dettwyler | | | PHONE | FAX |
| MAILING ADDRESS 4741 Brush Creek Drive NE | | | CELL | 503-932-1948 |
| CITY Silverton | STATE OR | ZIP 97381 | E-MAIL * karl@bluelinefarms.net | |

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

| | | | | |
|---|-------------|--------------|------------------------------|-----------------------|
| AGENT / BUSINESS NAME Doann Hamilton / Pacific Hydro-Geology, Inc. | | | PHONE (503) 632-5016 | FAX (503) 632-5983 |
| MAILING ADDRESS 18487 S. Valley Vista Road | | | CELL | (503) 349-6946 |
| CITY Mulino | STATE OR | ZIP 97042 | E-MAIL * phgdmh@gmail.com | |

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.)

By my signature below I confirm that I understand:

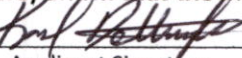
- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot legally store water until the Water Resources Department issues a permit.
- Oregon law requires that a permit be issued before beginning construction. Acceptance of this application does not guarantee a permit will be issued.
- 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.

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


Applicant Signature

Karl Dettwyler Pres.
Print Name and Title if Applicable

5-23-2025
Date

Applicant Signature

Print Name and Title if applicable

Date

Alternate Reservoir Application — Page 1

Rev. 06/2023

SECTION 2: SOURCE OF WATER AND LOCATION OF RESERVOIR

| | | | | | |
|------------------------|---|----------------|--------------|-----------------|-----------|
| Reservoir name: | Lake Pembroke | | | | |
| Source*: | Evans Creek, Runoff, Seepage | Tributary: | Abiqua Creek | | |
| County: | Marion County | | | | |
| Quantity: | 400 Acre-Feet [length x width x depth / 43,560] | | | | |
| Reservoir Location: | Township (N or S) | Range (E or W) | Section | Quarter-Quarter | Tax Lot # |
| | 6S | 1W | 23 | NESW, NWSW | 800, 900 |
| Maximum Height of Dam: | 0 feet. If excavated write "zero feet." | | | | |

* Provide the name of the water body or other source from which water will be diverted, and the name of the stream or lake it flows into. Indicate if source is run-off, seepage, an unnamed stream, or spring.

SECTION 3: WATER USE

Indicate the proposed use(s) of the stored water: Multi-purpose

NOTE: You may wish to consider filing for "Multipurpose use" for your reservoir. Multipurpose use does not limit the types of future uses for the stored water. Multipurpose covers all uses, which may include stock water, fish and wildlife, domestic, irrigation, agriculture, fire protection and pollution abatement.

SECTION 4: PROPERTY OWNERSHIP

Do you own all the land where you propose to divert, transport, and use water?

☒ Yes (please check appropriate box below then skip to section 5)

☒ There are no encumbrances.

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

☐ No (please check the appropriate box below)

☐ 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 irrigated and/or domestic use only (ORS 274.040). (Do not check this box if you described your use as "Multipurpose" in #3 above.)

List the names and mailing addresses of all affected landowners:

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SECTION 5: ENVIRONMENTAL IMPACT

Channel: Is the Reservoir: ☐ in-stream or ☒ off channel?

Wetland: Is the project in a wetland? ☐ YES ☐ NO ☒ unknown

Existing: Is this an existing reservoir? ☒ YES ☐ NO

If YES, how long has it been in place? 53 years.

Fish Habitat: Is there a fish habitat upstream of the proposed structure? ☐ YES ☐ NO ☒ unknown

If YES, how much? miles.

Existing: Have you been working with other agencies? ☐ YES ☒ NO

Indicate agency, staff and phone numbers of those involved. Also indicate any agencies that are cost sharing in this project.

SECTION 6: 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 7: DESCRIPTION

Provide a short description of the design and operation of the proposed diversion, including a description of how live flow will be passed outside the authorized storage season. Use this space for narrative. You may also provide narrative and sketches on separate pages.

Lake Pembroke was created in 70's during an aggregate mining process. The lake is 40 feet deep with some sides having a 4:1 ratio. The lake is not lined and accumulates water from groundwater seepage and from overflow water from East Lake into Evans Creek into Lake Pembroke. There is a 30-inch spillway culvert on the west end of Lake Pembroke keeping the lake level approximately 3 feet from land surface. The spillway discharges into a ditch connected to Abiqua Creek.

If the diversion involves a dam, use this space below (or attached pages) for sketches of the diversion (e.g. cross-section of the dam with its dimensions, dimension and placement of outlet pipe, means of passing live flow outside of the authorized storage season, and means for providing fish passage).

No dam

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Watermaster Alternate Reservoir Application Review Sheet

In lieu of the water right application process set forth in ORS 537.140 to 537.211, an owner of a reservoir may submit an alternate reservoir application for a reservoir that has a storage capacity less than 9.2 acre-feet or a dam or impoundment structure less than 10 feet in height. ORS 537.409 describes the criteria used to evaluate alternate reservoir applications.

The review shall be limited to issues pertaining to: a) water availability, b) potential detrimental impact to existing fishery resources; and c) potential injury to existing water rights. (ORS 537.409 (6))

Within 60 days after the Water Resources Department provides public notice, any person may submit detailed, legally obtained information in writing, requesting the Department to deny the application for a permit on the basis that the reservoir: (a) Would result in injury to an existing water right; or (b) Would pose a significant detrimental impact to existing fishery resources. (ORS 537.409 (5))

| | | |
|---|---------|-------|
| Applicant's Name Blue Line Farms Inc. c/o Karl Dettwyler | | |
| 1. Does the proposed reservoir have the potential to injure existing water rights? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Explain: | | |
| 2. Can conditions be applied to mitigate the potential injury to existing water rights? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Explain: | | |
| 3. Is water available for the proposed reservoir? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | | |
| 4. If yes, during what period? Beginning: November End: June Attach a WARS printout at 50% exceedance. If WARS does not cover the proposed location, make a recommendation for a storage season based upon regulation history and your knowledge of the location. (Water Availability for Reservoir Policy found under OAR 690-410-0070(2)(c)) | | |
| 5. Did you meet with staff from another agency to discuss this application? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | |
| Name: | Agency: | Date: |
| Name: | Agency: | Date: |

Watermaster Name: Greg Wacker

Watermaster Signature: [Signature] Date: 11/12/2024

NOTE: This completed form must be returned to the applicant

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ODFW Alternate Reservoir Application Review Sheet

This portion to be completed by the applicant.

Applicant Name: Blue Line Farms Inc. c/o Karl Dettwyler

Address: 4741 Brush Creek Drive NE, Silverton, OR 97381

Phone/Email: 503-932-1948/karl@bluelinefarms.net

Reservoir Name: Lake Pembroke

Volume (AF): 400 AF

Source: Evans Creek, Runoff, Seepage<Abiqua Cr

Basin Name: Pudding

☐ in-channel

TwP Rng Sec QQ: 6S1W23 NESW, NWSW

☒ off-channel

Note: It is unlikely that ODFW will be able to complete this form while you wait, nevertheless we recommend making an appointment to submit the form so as to provide any necessary clarifications. See pg. 6 of Instructions for contact information.

This portion to be completed by Oregon Department of Fish and Wildlife (ODFW) staff.

- 1) Is the proposed project and AO¹ off channel?.....☒ **YES*** ☐ **NO**
(if yes then proceed to #4; if no then proceed to #2)

**Based on a site visit conducted on April 1, 2025, the reservoir is isolated from flowing water as a result of channel modification of Evans Creek, so passage for Native Migratory Fish is not required.*

- 2) Is the proposed project or AO located where NMF² are or were historically present?.....☐ **YES** ☐ **NO**
(if yes then proceed to #3; if no then proceed to #4)

- 3) If NMF are or were historically present:

- a. Is there an ODFW-approved fish-passage plan?.....☐ **YES** ☐ **NO**
b. Is there an ODFW-approved fish-passage waiver or exemption?.....☐ **YES** ☐ **NO**

If fish passage is required under ORS 509.580 through .910, then either 3(a) or 3(b) must be "Yes" to move forward with the application. If responses to 3(a) and 3(b) are "No", then the proposed reservoir does not meet the requirements of Oregon Fish Passage Law and shall not be constructed as proposed.

- 4) Would the proposed project pose any other significant detrimental impact to an existing fishery resource locally or downstream?.....☒ **YES** ☐ **NO**

Explain below (for example, list STE species or other existing fishery resources that would be impacted negatively.)

- ☒ Any diversion or appropriation of water for storage during the period June through October poses a significant detrimental impact to existing fishery resources. (For example, if diversion of water for storage during a certain time period would cause a significant detrimental impact to an existing fishery resource, then ODFW should recommend conditions or limitations.) If NMF fish are present at the project site or point

¹ AO = Artificial Obstruction means any dam, diversion, culvert or other human-made device placed in waters of this state that precludes or prevents the migration of native migratory fish. ORS 509.580 (1)

² NMF = Native Migratory Fish Species in Oregon as defined by OAR 635 - 412 - 0005 (32)

of water diversion then the applicant should be advised that a fish screen consistent with screening criteria will be required.

- ☐ This proposed pond or reservoir contemplates impounding water in the Columbia Basin above Bonneville Dam. ODFW has determined that additional diversions of water in this area pose a significant detrimental impact to existing fishery resources during the period April 15 through September 30.

ESA-listed fish (winter steelhead and spring Chinook Salmon), sensitive species (Pacific Lamprey), and other game fish (Coastal Cutthroat Trout and Coho Salmon) may be present in the Pudding River, Molalla River, Abiqua Creek and/or Evans Creek during the period of impact. Based on parameters assessed by ODFW, instream flows are currently below those essential to support the biological needs of an existing fishery resource during June - October. In addition, ODFW reviewed available information (Molalla-Pudding Subbasin TMDL; Pudding River; DEQ) regarding water quality impairment and determined that the proposed use would impair water quality that supports existing fishery resources (e.g., habitat) at or downstream of the Point of Diversion. DEQ has identified water quality impairments for temperature and dissolved oxygen in the Pudding River. Both temperature and dissolved oxygen are related to flow modifications and water withdrawals, and both, when combined with reduced streamflow, can increase stress on aquatic life. Consequently, ODFW recommends that the proposed use, including any releases throughout the year from the reservoir to waters of the state (see "Water Quality" condition below), be restricted during June – October to protect water quality that supports existing fishery resources (e.g., habitat).

Because of these reasons, the proposed use will diminish water quality, physical habitat, and/or alter the flow regime to which fish are naturally adapted. These changes will negatively affect their distribution, productivity, and abundance. Therefore, a further reduction in flow or alteration of habitat from the proposed water use would result in a significant detrimental impact to an existing fishery resource without appropriate conditions and/or mitigation.

| Impairment to Fishery Resource | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Water Quantity | | | | | | | | | | | | |
| Water Quality | | | | | | | | | | | | |

If YES, can conditions be applied to mitigate the significant detrimental impact to an existing fishery resource?

- ☐ NO (explain) ☒ YES (select from Menu of Conditions on next page)

☒ See applicable conditions selected from "Menu of Conditions" on next page

ODFW recommends the season of use (e.g., fill season) be restricted to November - May or the proposed use be mitigated prior to issuance of a Proposed Final Order for any use outside of this period. Without appropriate mitigation and/or conditions, a further reduction in flow or alteration of habitat from the proposed water use will result in a significant detrimental impact to an existing fishery resource.

Site Specific Condition: The applicant shall work with ODFW to screen the outlet of the reservoir to ensure that non-native fish cannot escape into public waters.

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Applicant Name: Blue Line Farms Inc.

ODFW Review

Review Date: 5/22/25

Danette
Faucera

Digitally signed by
Danette Faucera
Date: 2025.05.22
13:25:30 -07'00'

ODFW Signature: _____

Print Name: Danette Faucera

ODFW Title: Water Policy Coordinator

Date: 5/22/25

NOTE: This completed form must be returned to the applicant.

Revised 10/4/12; reformatted 5/12/20

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Salem, OR

MENU OF CONDITIONS FOR WRD, ODFW, DEQ AND ODA

Revised May 12, 2020, March 25, 2021

Use this menu to identify appropriate conditions to be included in the permit:

- ☒ **Agricultural Water Quality Management Area Rules:** The permittee shall comply with basin-specific Agricultural Water Quality Management Area Rules described in Oregon Administrative Rule Chapter 603-095. The permittee shall protect riparian areas, including through irrigation practices and the management of any livestock, allowing site capable vegetation to establish and grow along streams, while providing the following functions: shade (on perennial and some intermittent streams), bank stability, and infiltration or filtration of overland runoff.
- ☐ **b52** Water may be diverted only when Department of Environmental Quality sediment standards are being met.
- ☐ **b5** The water user shall install and maintain adequate treatment facilities meeting current DEQ requirements to remove sediment before returning the water to the stream.
- ☒ **b51a** The period of use has been limited to November through May.
- ☐ **b57** Before water use may begin under this permit, a totalizing flow meter must be installed at each diversion point.
- ☐ **b58** Before water use may begin under this permit, a staff gage that measures the entire range and stage between full reservoir level and dead-pool storage must be installed in the reservoir. The staff gage shall be United States Geological Survey style porcelain enamel iron staff gage style A, C, E or I.
- ☐ **blv:** Water must be diverted to a trough or tank through an enclosed water delivery system. The delivery system must be equipped with an automatic shutoff or limiting flow control mechanism or include a means for returning water to the stream source through an enclosed delivery system. The use of water shall not exceed 0.10 cubic feet per second per 1000 head of livestock.
- ☐ **Bypass Flows:** Per 690-410-0070 (2)(c), the following flows shall be bypassed or passed through the reservoir during the filling season:
- 1) When the biologically necessary flows identified below are not available immediately upstream of the impacted area, the permittee shall pass all live flow downstream at a rate equal to the inflow, minus the amount of mitigation water provided upstream, if applicable, and
 - 2) When the biologically necessary flows identified below are available immediately upstream of the impacted area, the permittee shall pass flow downstream at a rate equal to or greater than the biologically necessary flows.
- Once the reservoir has reached the permitted volume, all live flow shall be passed downstream at a rate equal to the inflow.
- The permittee shall quantify and document inflow and outflow and maintain the bypass flows for the life of the permit and subsequent certificate per the approved Bypass Plan. The bypass flow data shall be available upon request by the Oregon Water Resources Department, Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, or Oregon Department of Agriculture.
- ☐ **fence:** The stream and its adjacent riparian area shall be fenced to exclude livestock.
- ☐ **fishapprove:** The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.
- ☐ **fishmay:** Notwithstanding that ODFW has made a determination that fish screens and/or by-pass devices are not necessary at the time of permit issuance, the permittee may be required in the future to install, maintain, and operate fish screening and by-pass devices to prevent fish from entering the proposed diversion and to provide adequate upstream and downstream passage for fish.
- ☐ **fishpass:** As required by ORS 509.585, a person owning or operating an artificial obstruction (AO) may not construct or maintain any AO across any waters of this state that are inhabited, or historically inhabited, by native migratory fish (NMF) without providing passage for NMF. A person owning or operating an AO shall, prior to construction, fundamental change in permit status or abandonment of the AO in any waters of this state, obtain a determination from ODFW as to whether NMF are or historically have been present in the waters. If ODFW determines that NMF are or historically have been present in the waters, the person owning or operating the AO shall either submit a proposal for fish passage to ODFW or apply for a waiver or exemption. Approval of the proposed fish-passage facility, waiver, or exemption must be obtained from the department prior to construction, permit modification or abandonment of the AO. Approved fish-passage plans, waivers, and exemptions shall maintain adequate passage of NMF at all times (ORS 509.601) as per the approved plan, waiver or exemption.
- ☐ **fishself:** The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional prior to diversion of any water. Permittee

shall obtain written approval from ODFW that the installation of the required screen and by-pass devices meets the state's criteria or the permittee shall submit documentation that ODFW has determined screens and/or by-pass devices are not necessary.

- ☒ **Fish Stocking:** Per ORS 498.222 and OAR 635-007-0600, all persons transporting live fish in Oregon shall have a Fish Transport Permit (FTP) issued by the Oregon Department of Fish and Wildlife (ODFW). The permittee shall not stock fish in the reservoir without an FTP approved by ODFW. As part of the FTP permitting process, the permittee may be required to screen the inlet and outlet of the reservoir to ensure that fish cannot escape into public waters and/or to keep wild fish from entering the reservoir.
- ☐ **futile call:** The use of water allowed herein may be made only at times when waters from the (NAME OF SURFACE WATER) would not otherwise flow into a tributary of the type here River or sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.
- ☒ **In-Water Work:** Any in-water work related to construction, development, or maintenance of the proposed use shall be conducted during the preferred work period of July 15 – September 15 unless an alternate time period is approved by the Oregon Department of Fish and Wildlife.
- ☒ **Live Flow:** Once the allocated volume has been stored, permittee shall pass all live flow downstream at a rate equal to inflow, using methods that protect instream water quality.
- ☒ **Off-Channel Stored Water Releases:** The permittee shall not release polluted water from this off-channel reservoir into waters of the state except when the release is directed by the State Engineer to prevent dam failure.
- ☐ **On-Channel Reservoir:** The permittee shall design and operate the water storage facility such that all waters within and below the reservoir meet water quality criteria. The permittee shall develop a reservoir operations plan that details how water quality criteria and standards will be met. A Certified Water Rights Examiner shall verify that the reservoir operations are consistent with the plan before a certificate is issued. The reservoir operator shall maintain a copy of the plan and make it available for review upon request.
- ☒ **riparian:** If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.
- ☒ **Water Quality:** All water use under this permit shall comply with state and federal water quality laws. The permittee shall not violate any state and federal water quality standards, shall not cause pollution of any waters of the state, and shall not place or cause to be placed any wastes in a location where such wastes are likely to escape or be carried into the waters of the state by any means. The use may be restricted if the quality of source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards.

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JUN 02 2025

Land Use Information Form



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

| | | | | | |
|---|--|-------------|--------------|---------------------------------|--|
| NAME Blue Line Farms Inc. c/o Karl Dettwyler | | | | PHONE | |
| MAILING ADDRESS 4741 Brush Creek Drive NE | | | | | |
| CITY Silverton | | STATE OR | ZIP 97381 | EMAIL karl@bluelinefarms.net | |

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: |
|----------|-------|---------|-----|-----------|---|--|--------------------|
| 6S | 1W | 23 | | 800 | EFU | <input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used | Reservoir |
| 6S | 1W | 23 | | 900 | EFU | <input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used | Reservoir |
| | | | | | | <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:

Marion County

NOTE: A separate Land Use Information Form must be completed and submitted for each county and city, as applicable.

B. Description of Proposed Use

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

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

Source of water: ☒ Reservoir/Pond ☐ Ground Water ☐ Surface Water (name) _____

Estimated quantity of water needed: 400 ☐ 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 Reservoir storage

Briefly describe:

New reservoir application to store water in Lake Pembroke

Note to applicant: For new water right applications only, if the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt on the bottom of page 4 and include it with the application filed with the Oregon Water Resources Department.

See Page 4 →

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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 use(s), including proposed construction, are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): MCC 17.136.020. A

☐ Land uses to be served by the proposed water use(s), 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 |

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

Most of the existing lake is within the 100 year floodplain. Expansion of the lake through modification of the topography may require floodplain development permits with Marion County Planning prior to implementation.

Name: Alexander Seifer Title: Assistant Planner
 Signature: *Alexander Seifer* Date: 5/27/2025
 Governmental Entity: Marion County Phone: 503-588-5038

| Receipt Acknowledging Request for Land Use Information | |
|--|--------------|
| <p>Note to Local Government Representative: Please complete this form and return it to the applicant. For new water right applications <u>only</u>, if you are unable to complete this form while the applicant waits, you may complete this receipt and return it to the applicant. If you sign the receipt, you will have 30 days from the date of OWRD's Public Notice of the application to submit the completed Land Use Information Form to Oregon Water Resources Department. Please note while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for all other applications.</p> | |
| <p>Applicant Name: _____</p> | |
| Staff Name: _____ | Title: _____ |
| Staff Signature: _____ | Date: _____ |
| Governmental Entity: _____ | Phone: _____ |



TICOR TITLE™
Company of Oregon

1433 SW 6th Avenue
Portland, OR 97201
Phone: (503)646-4444 / Fax: (503)219-9984

LIEN AND ENCUMBRANCE REPORT

Karl Dettwyler
Karl Dettwyler
4747 Brush Creek Drive NE
Silverton, OR 97381

Date: December 9, 2016
Ref No.: Dettwyler
Report No.: 471816057398
Fee: \$95.00

We have searched our Tract Indices as to the following described real property:

7377 NE Quarry Road, Silverton, OR 97381

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and as of December 1, 2016 at 08:00 AM we find the last deed of record runs to:

David J. Pembroke

We also find the following monetary encumbrances of record:

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2016-2017
Amount: \$3,945.99
Levy Code: 00400028
Account No.: R16439
Map No.: 061W23-00900

Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2016-2017
Amount: \$14.76
Levy Code: 09100150
Account No.: R16440
Map No.: 061W23 00900
(Affects split code)

1. As disclosed by the assessment and tax roll, the premises herein were once specially assessed for farmland, forestland or other special assessment status and later disqualified. Per ORS 308A.700 to 308A.733, additional taxes were imposed and remain as potential additional tax liability for the property. A check with the Assessor's office will be necessary to determine the effect and continuation of the additional tax liability.

Additional Tax Liability Amount: \$4,663.59
(Affects Tax Account No. R16439)

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Salem, OR

LIEN AND ENCUMBRANCE REPORT

(continued)

2. As disclosed by the assessment and tax roll, the premises herein were once specially assessed for farmland, forestland or other special assessment status and later disqualified. Per ORS 308A.700 to 308A.733, additional taxes were imposed and remain as potential additional tax liability for the property. A check with the Assessor's office will be necessary to determine the effect and continuation of the additional tax liability.

Additional Tax Liability Amount: \$292.83
(Affects Tx Account No. R16440)

3. The Land has been classified as farmland, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
4. A mortgage to secure an indebtedness as shown below

Amount: \$55,000.00
Dated: July 7, 1978
Mortgagor: David J. Pembroke
Mortgagee: The Commercial Bank
Loan No.: Not disclosed
Recording Date: July 12, 1979
Recording No: Reel 131, page 1026

The above information is the result of a limited search requested by the addressee and does not represent a commitment to issue any policy of title insurance. Ticor Title Company of Oregon shall have no liability for any errors or omissions in this limited search which is utilized for monetary lien information only. No third party shall have any right to rely upon this information for any purpose. Liability in connection with this search is expressly limited to the fee paid.

Ticor Title Company of Oregon

Chris Owen
Title Officer
Chris.Owen@titlegroup.fntg.com

JUN 02 2025

Salem, OR

EXHIBIT "A"
(Legal Description)

The Following described property in Section 23, Township 6 South, Range 1 West of the Willamette Meridian, State of Oregon:

Commencing at a point in the center of a 33 foot road, said commencing point being North 69 rods from the S.E. corner of a 70 acre tract of land deeded "by K.A. Loe and wife to Andrew Aarhus and Elina Aarhus by deed recorded in Marion County, Oregon records, Book of Deeds, Vol. 118, Page 100; Thence West 20 rods to the center of a creek; Thence meandering down the center of said creek to the West boundary of said 70 acre tract; Thence North 52 rods to the Northwest corner of aforesaid tract; Thence East 80 rods; Thence South 71 rods to the place of beginning.

TOGETHER WITH that portion of vacated road as described in vacation order CC42-879.

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EXHIBIT "B"

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR

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Salem, OR

EXHIBIT "B"
(continued)

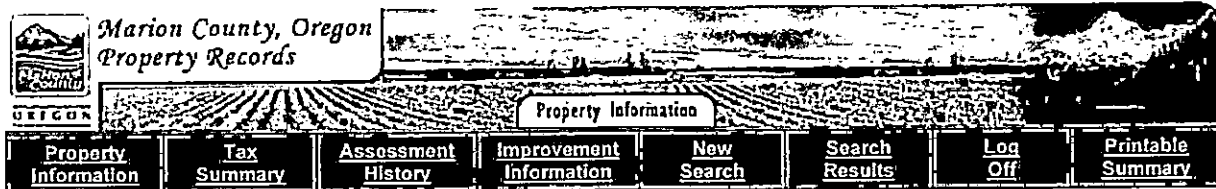
ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

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Salem, OR

**Search Results for R16439**

| | |
|---|--|
| Owner Name PEMBROKE, DAVID J | Property ID Number R16439 |
| Owner Address 7377 QUARRY AVE NE SILVERTON, OR 97381 | Situs Address 7377 QUARRY AV NE SILVERTON, OR 97381 |
| Alternate Account Number 1-45618000 | Neighborhood CENT.RUR - RURAL, CENT.RUR |
| Map Tax Lot 061W23 00900 | Levy Code Area 00400028 ; 09100150 - SILVERTON FD & SILVER FALLS LB ; MOUNT ANGEL FD |
| Get Map | Tax Rate 13.0433 |

Property Description

| | |
|--|--|
| Property Class 501 (RURAL IMPROVED, OUTSIDE CITY & UGB OVER 20 ACRES NOT SP. ASSD.) | Zoning EFU |
| Property Code F41S - FARM SFR, CLASS 4, ONE STORY ONLY, SHEDS/PAVING/OTH BLDG | Miscellaneous Code PATLIAB (POTENTIAL ADDITIONAL TAX LIABILITY) |
| Related Accounts by Map Tax Lot R16440 | Linked Accounts |
| Mortgage Agent/Lender | Mortgage Account Number |
| Exemption | Expiration Date |
| Tax Roll Description ACRES 25.44, 05-06: 23.0 ACRES DISQ FARM USE, PAT LIAB \$4,663.59 | |
| Year Built 1978 | Acreage 25.44 |
| Split/Sub Account | Split/Sub Account Message |
| Special Account Information - Last Certified Year (2015) | |

Sales Information

| # | Buyer (Name & Address) | Seller (Name & Address) | Sales Info | Deed Info |
|---|--|--|------------|----------------------------------|
| 1 | PEMBROKE, DAVID J 7377 QUARRY AVE NE SILVERTON, OR 97381 | PEMBROKE, DAVID J 7377 QUARRY AVE NE SILVERTON, OR 97381 | \$0 | 07/28/11 CC42-879 CCJ & CC |
| 2 | Missing Owner Information | Missing Owner Information | \$0 | 00370613 RD |
| 3 | Missing Owner Information | Missing Owner Information | \$0 | 01251352 RD |
| 4 | | Missing Owner Information | \$0 | |

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| | | | | |
|---|--|--|-----|----------------------------|
| | PEMBROKE, DAVID J 7377 QUARRY AVE NE SILVERTON, OR 97381 | | | 07/25/97 16620076 WD |
| 5 | PEMBROKE, DAVID J 7377 QUARRY AVE NE SILVERTON, OR 97381 | PEMBROKE, DAVID J 7377 QUARRY AVE NE SILVERTON, OR 97381 | \$0 | 07/30/98 15150089 BS |

2017 Land Information (Unedited and Uncertified)

| ID | Type | Acres | Sq Ft | Market Value |
|----|---------------------------|-------|-------|--------------|
| L1 | RREST - RURAL RESTRICTIVE | 9.44 | | \$127,450 |
| L2 | OSD - ON SITE DEVELOPMENT | | | \$40,000 |
| L3 | RREST - RURAL RESTRICTIVE | 16.00 | | \$29,600 |
| | | | TOTAL | \$197,050 |

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**MARION COUNTY, OREGON
PROPERTY INFORMATION**

Owner Name
PEMBROKE, DAVID J
Situs Address
7377 QUARRY AV NE
SILVERTON, OR 97381

Property ID #
R16439
Map Tax Lot #
061W23 00900

| <i>Last Certified Year (2016) Information for R16439</i> | |
|--|-----------|
| RMV Land Non-LSU | \$197,050 |
| RMV Land LSU | \$0 |
| RMV Improvements | \$207,940 |
| RMV Total | \$404,990 |
| Land LSU | \$0 |
| Total Exemptions | \$0 |
| M5 Net Value | \$404,990 |
| M50 Assd Value | \$302,530 |

| <i>Important Information About R16439</i> |
|---|
| If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing. |

| Total Tax Payoff Amount | | |
|--------------------------------|----------------------|--------------------------------|
| Current Year Tax Owed | Interest Date | Total Tax Payoff Amount |
| \$0.00 | 12/07/2016 | \$0.00 |

| Current Property Tax | | | | | | |
|-----------------------------|---------------|-------------|------------|---------------|----------|-----------|
| Third | Begin Balance | Amount Paid | Taxes Paid | Interest Paid | Discount | Date Paid |
| 1st | 1,315.33 | 1,315.33 | 1,315.33 | 0.00 | 0.00 | 11/04/16 |
| 2nd | 1,315.33 | 1,262.72 | 1,262.72 | 0.00 | 52.61 | 11/04/16 |
| 3rd | 1,315.33 | 1,249.56 | 1,249.56 | 0.00 | 65.77 | 11/04/16 |

Information Subject to Disclaimer - See Home Page

| Tax Summary | | | | | | | |
|--------------------|--------------|------------|---------------------|-----------|----------|-----------|------------|
| Year | Total Levied | Ad Valorem | Special Assessments | Principal | Interest | Date Paid | Total Owed |
| 2016 | 3,945.99 | 3,945.99 | 0.00 | 0.00 | 0.00 | 11/04/16 | 0.00 |
| 2015 | 3,831.79 | 3,831.79 | 0.00 | 0.00 | 0.00 | 11/12/15 | 0.00 |
| 2014 | 3,719.74 | 3,719.74 | 0.00 | 0.00 | 0.00 | 11/05/14 | 0.00 |
| 2013 | 3,550.60 | 3,550.60 | 0.00 | 0.00 | 0.00 | 11/15/13 | 0.00 |
| 2012 | 3,800.94 | 3,800.94 | 0.00 | 0.00 | 0.00 | 11/02/12 | 0.00 |
| 2011 | 3,778.75 | 3,778.75 | 0.00 | 0.00 | 0.00 | 11/15/11 | 0.00 |
| 2010 | 3,612.34 | 3,612.34 | 0.00 | 0.00 | 0.00 | 11/15/10 | 0.00 |
| 2009 | 3,516.13 | 3,516.13 | 0.00 | 0.00 | 0.00 | 11/15/09 | 0.00 |

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| | | | | | | | |
|------|----------|----------|------|------|------|----------|------|
| 2008 | 3,363.53 | 3,363.53 | 0.00 | 0.00 | 0.00 | 11/12/08 | 0.00 |
| 2007 | 3,276.46 | 3,276.46 | 0.00 | 0.00 | 0.00 | 11/07/07 | 0.00 |
| 2006 | 2,753.12 | 2,753.12 | 0.00 | 0.00 | 0.00 | 11/15/06 | 0.00 |
| 2005 | 2,703.50 | 2,703.50 | 0.00 | 0.00 | 0.00 | 11/01/05 | 0.00 |
| 2004 | 1,827.73 | 1,827.73 | 0.00 | 0.00 | 0.00 | 11/02/04 | 0.00 |
| 2003 | 1,782.13 | 1,782.13 | 0.00 | 0.00 | 0.00 | 11/17/03 | 0.00 |
| 2002 | 1,735.68 | 1,735.68 | 0.00 | 0.00 | 0.00 | 11/15/02 | 0.00 |
| 2001 | 1,670.58 | 1,670.58 | 0.00 | 0.00 | 0.00 | 11/15/01 | 0.00 |
| 2000 | 1,596.52 | 1,596.52 | 0.00 | 0.00 | 0.00 | 11/15/00 | 0.00 |
| 1999 | 1,642.57 | 1,642.57 | 0.00 | 0.00 | 0.00 | 11/15/99 | 0.00 |
| 1998 | 1,633.81 | 1,633.81 | 0.00 | 0.00 | 0.00 | 11/15/98 | 0.00 |
| 1997 | 1,628.68 | - | - | 0.00 | 0.00 | 11/15/97 | 0.00 |
| 1996 | 1,886.54 | - | - | 0.00 | 0.00 | 11/15/96 | 0.00 |
| 1995 | 2,012.57 | - | - | 0.00 | 0.00 | 11/15/95 | 0.00 |

| Property Tax History Summary | | | | | | |
|------------------------------|--------------|------------|------------|---------------|-----------|------------|
| Tax Year | Taxes Levied | Total Paid | Taxes Paid | Interest Paid | Date Paid | Total Owed |
| 2016 | 3,945.99 | 3,827.61 | 3,827.61 | 0.00 | 11/04/16 | 0.00 |
| 2015 | 3,831.79 | 3,716.84 | 3,716.84 | 0.00 | 11/12/15 | 0.00 |
| 2014 | 3,719.74 | 3,608.15 | 3,608.15 | 0.00 | 11/05/14 | 0.00 |
| 2013 | 3,550.60 | 3,444.08 | 3,444.08 | 0.00 | 11/15/13 | 0.00 |
| 2012 | 3,800.94 | 3,686.91 | 3,686.91 | 0.00 | 11/02/12 | 0.00 |
| 2011 | 3,778.75 | 3,665.39 | 3,665.39 | 0.00 | 11/15/11 | 0.00 |
| 2010 | 3,612.34 | 3,503.97 | 3,503.97 | 0.00 | 11/15/10 | 0.00 |
| 2009 | 3,516.13 | 3,410.65 | 3,410.65 | 0.00 | 11/15/09 | 0.00 |
| 2008 | 3,363.53 | 3,262.62 | 3,262.62 | 0.00 | 11/12/08 | 0.00 |
| 2007 | 3,276.46 | 3,178.17 | 3,178.17 | 0.00 | 11/07/07 | 0.00 |
| 2006 | 2,753.12 | 2,670.53 | 2,670.53 | 0.00 | 11/15/06 | 0.00 |
| 2005 | 2,703.50 | 2,622.39 | 2,622.39 | 0.00 | 11/01/05 | 0.00 |
| 2004 | 1,827.73 | 1,772.90 | 1,772.90 | 0.00 | 11/02/04 | 0.00 |
| 2003 | 1,782.13 | 1,728.67 | 1,728.67 | 0.00 | 11/17/03 | 0.00 |
| 2002 | 1,735.68 | 1,683.61 | 1,683.61 | 0.00 | 11/15/02 | 0.00 |
| 2001 | 1,670.58 | 1,620.46 | 1,620.46 | 0.00 | 11/15/01 | 0.00 |
| 2000 | 1,596.52 | 1,548.62 | 1,548.62 | 0.00 | 11/15/00 | 0.00 |
| 1999 | 1,642.57 | 1,593.29 | 1,593.29 | 0.00 | 11/15/99 | 0.00 |
| 1998 | 1,633.81 | 1,584.80 | 1,584.80 | 0.00 | 11/15/98 | 0.00 |
| 1997 | 1,628.68 | 1,579.82 | 1,579.82 | 0.00 | 11/15/97 | 0.00 |
| 1996 | 1,886.54 | 1,829.94 | 1,829.94 | 0.00 | 11/15/96 | 0.00 |
| 1995 | 2,012.57 | 1,952.19 | 1,952.19 | 0.00 | 11/15/95 | 0.00 |

| Assessment History | | | | | |
|--------------------|--------------|-----------|-----------------|------------|------------------------|
| Year | Improvements | Land | Special Mkt/Use | Exemptions | Taxable Assessed Value |
| 2016 | \$207,940 | \$197,050 | \$0 / \$0 | | \$302,530 |
| 2015 | \$192,020 | \$185,130 | \$0 / \$0 | | \$293,720 |
| 2014 | \$184,430 | \$176,100 | \$0 / \$0 | | \$285,170 |
| 2013 | \$180,450 | \$171,400 | \$0 / \$0 | | \$276,870 |

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| | | | | |
|------|-----------|-----------|--------------------|-----------|
| 2012 | \$162,710 | \$153,650 | \$0 / \$0 | \$268,810 |
| 2011 | \$174,070 | \$153,200 | \$0 / \$0 | \$260,990 |
| 2010 | \$186,380 | \$162,870 | \$0 / \$0 | \$253,390 |
| 2009 | \$195,030 | \$186,280 | \$0 / \$0 | \$246,010 |
| 2008 | \$203,160 | \$199,160 | \$0 / \$0 | \$238,850 |
| 2007 | \$210,640 | \$195,030 | \$0 / \$0 | \$231,900 |
| 2006 | \$159,180 | \$118,910 | \$0 / \$0 | \$225,150 |
| 2005 | \$132,540 | \$134,990 | \$0 / \$0 | \$218,593 |
| 2004 | \$133,850 | \$9,320 | \$60,890 / \$9,520 | \$152,690 |
| 2003 | \$133,850 | \$8,400 | \$58,460 / \$9,480 | \$151,730 |
| 2002 | \$129,970 | \$8,160 | \$57,820 / \$9,410 | \$147,540 |
| 2001 | \$127,410 | \$8,000 | \$79,000 / \$5,610 | \$141,020 |
| 2000 | \$123,700 | \$8,000 | \$79,000 / \$5,470 | \$137,170 |
| 1999 | \$122,570 | \$15,290 | \$8,090 / \$5,440 | \$143,300 |
| 1998 | \$116,560 | \$14,030 | \$7,760 / \$5,190 | \$135,780 |
| 1997 | \$114,200 | \$17,361 | \$2,051 / \$2,051 | \$133,610 |
| 1996 | \$107,810 | \$48,347 | \$0 / \$0 | \$156,157 |
| 1995 | \$124,520 | \$45,545 | \$0 / \$0 | \$170,065 |
| 1994 | \$113,200 | \$43,675 | \$0 / \$0 | \$156,875 |

CURRENT PROPERTY INFORMATION

Owner Address

7377 QUARRY AVE NE
SILVERTON, OR 97381

Neighborhood

CENT.RUR - RURAL, CENT.RUR

Alternate Account

Number

1-45618000

Levy Code Area / Taxing Districts

00400028 ; 09100150 - SILVERTON FD & SILVER FALLS
LB ; MOUNT ANGEL FD

Tax Rate

13.0433

Property Class

501 (RURAL
IMPROVED,
OUTSIDE CITY &
UGB OVER 20
ACRES NOT SP.
ASSD.)

Zoning

EFU

Property Code

F41S - FARM SFR,
CLASS 4, ONE
STORY ONLY,
SHEDS/PAVING/OTH
BLDG

Miscellaneous Code

PATLIAB (POTENTIAL ADDITIONAL TAX LIABILITY)

Related Accounts

by Map Tax Lot

R16440

Linked Accounts

Mortgage Agent-
Lender

Mortgage Account Number

Exemption

Expiration Date

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Salem, OR

Foreclosure Case Number



12/7/2016

| | | | | | | |
|-----|----------------------------------|--|---|------|-------------|-----------|
| 4.1 | (MS) MACHINE SHED | | 4 | 352 | / 1994 | |
| | | | | | | |
| | | | | | TOTAL | \$1,710 |
| 5 | (F) GB5 | | | | | |
| 5.1 | (GB) GENERAL PURPOSE BUILDING | | 5 | 2592 | 1994 / 1994 | |
| | | | | | | |
| | | | | | TOTAL | \$12,090 |
| | | | | | GRAND TOTAL | \$204,880 |

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| | | | | | | | |
|---|-----------------------------|--|---|----------------------------|--------------------------------|-------------------------|-----------------------------------|
|  Marion County, Oregon Property Records | |  | | | | | |
| Property Information | | | | | | | |
| Property Information | Tax Summary | Assessment History | Improvement Information | New Search | Search Results | Log Off | Printable Summary |

Search Results for R16440

| | |
|---|--|
| Owner Name PEMBROKE, DAVID J | Property ID Number R16440 |
| Owner Address 7377 QUARRY AVE NE SILVERTON, OR 97381 | Situs Address 7377 QUARRY AV NE SILVERTON, OR 97381 |
| Alternate Account Number 1-45618000 | Neighborhood CENT.RUR - RURAL, CENT.RUR |
| Map Tax Lot 061W23 00900 | Levy Code Area 09100150 ; 00400028 - MOUNT ANGEL FD ; SILVERTON FD & SILVER FALLS LB |
| Get Map | Tax Rate 13.7831 |

Property Description

| | |
|--|--|
| Property Class 501 (RURAL IMPROVED, OUTSIDE CITY & UGB OVER 20 ACRES NOT SP. ASSD.) | Zoning EFU |
| Property Code | Miscellaneous Code PATLIAB (POTENTIAL ADDITIONAL TAX LIABILITY) |
| Related Accounts by Map Tax Lot R16439 | Linked Accounts |
| Mortgage Agent-Lender | Mortgage Account Number |
| Exemption | Expiration Date |
| Tax Roll Description ACRES 2.5, 05-06: 2.5 ACRES DISQ FARM USE, PAT LIAB \$292.83 | |
| Year Built | Acreage 2.5 |
| Split/Sub Account | Split/Sub Account Message |
| Special Account Information - Last Certified Year (2015) | |

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Sales Information

| # | Buyer (Name & Address) | Seller (Name & Address) | Sales Info | Deed Info |
|---|--|--|------------|----------------------------------|
| 1 | PEMBROKE, DAVID J 7377 QUARRY AVE NE SILVERTON, OR 97381 | PEMBROKE, DAVID J 7377 QUARRY AVE NE SILVERTON, OR 97381 | \$0 | 07/28/11 CC42-879 CCJ & CC |
| 2 | Missing Owner Information | Missing Owner Information | \$0 | 00370613 RD |
| 3 | Missing Owner Information | Missing Owner Information | \$0 | 01251352 RD |
| 4 | | Missing Owner Information | \$0 | |

| | | | |
|---|---------------------|---------------------------|----------|
| | PEMBROKE, DAVID J | | 07/25/97 |
| | 7377 QUARRY AVE NE | | 16620076 |
| | SILVERTON, OR 97381 | | WD |
| 5 | PEMBROKE, DAVID J | Missing Owner Information | 07/30/98 |
| | 7377 QUARRY AVE NE | \$0 | 15150089 |
| | SILVERTON, OR 97381 | | BS |

2017 Land Information (Unedited and Uncertified)

| ID | Type | Acres | Sq Ft | Market Value |
|-------|---------------------------|-------|-------|--------------|
| L1 | RREST - RURAL RESTRICTIVE | 2.50 | | \$1,500 |
| TOTAL | | | | \$1,500 |

INFORMATION SUBJECT TO DISCLAIMERS

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Salem, OR

MARION COUNTY, OREGON
PROPERTY INFORMATION

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Salem, OR

Owner Name
PEMBROKE, DAVID J
Situs Address
7377 QUARRY AV NE
SILVERTON, OR 97381

Property ID #
R16440
Map Tax Lot #
061W23 00900

| <i>Last Certified Year (2016) Information for R16440</i> | |
|--|---------|
| RMV Land Non-LSU | \$1,500 |
| RMV Land LSU | \$0 |
| RMV Improvements | \$0 |
| RMV Total | \$1,500 |
| Land LSU | \$0 |
| Total Exemptions | \$0 |
| M5 Net Value | \$1,500 |
| M50 Assd Value | \$1,070 |

| <i>Important Information About R16440</i> |
|---|
| If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing. |

| Total Tax Payoff Amount | | |
|--------------------------------|----------------------|--------------------------------|
| Current Year Tax Owed | Interest Date | Total Tax Payoff Amount |
| \$0.00 | 12/07/2016 | \$0.00 |

| Current Property Tax | | | | | | |
|-----------------------------|---------------|-------------|------------|---------------|----------|-----------|
| Third | Begin Balance | Amount Paid | Taxes Paid | Interest Paid | Discount | Date Paid |
| 1st | 4.92 | 4.92 | 4.92 | 0.00 | 0.00 | 11/04/16 |
| 2nd | 4.92 | 4.72 | 4.72 | 0.00 | 0.20 | 11/04/16 |
| 3rd | 4.92 | 4.68 | 4.68 | 0.00 | 0.24 | 11/04/16 |

Information Subject to Disclaimer - See Home Page

| Tax Summary | | | | | | | |
|--------------------|--------------|------------|---------------------|-----------|----------|-----------|------------|
| Year | Total Levied | Ad Valorem | Special Assessments | Principal | Interest | Date Paid | Total Owed |
| 2016 | 14.76 | 14.76 | 0.00 | 0.00 | 0.00 | 11/04/16 | 0.00 |
| 2015 | 14.47 | 14.47 | 0.00 | 0.00 | 0.00 | 11/12/15 | 0.00 |
| 2014 | 13.74 | 13.74 | 0.00 | 0.00 | 0.00 | 11/05/14 | 0.00 |
| 2013 | 12.49 | 12.49 | 0.00 | 0.00 | 0.00 | 11/15/13 | 0.00 |
| 2012 | 11.99 | 11.99 | 0.00 | 0.00 | 0.00 | 11/02/12 | 0.00 |
| 2011 | 12.42 | 12.42 | 0.00 | 0.00 | 0.00 | 11/15/11 | 0.00 |
| 2010 | 11.71 | 11.71 | 0.00 | 0.00 | 0.00 | 11/15/10 | 0.00 |
| 2009 | 11.49 | 11.49 | 0.00 | 0.00 | 0.00 | 11/15/09 | 0.00 |

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| | | | | | | | |
|------|-------|-------|------|------|------|----------|------|
| 2008 | 11.24 | 11.24 | 0.00 | 0.00 | 0.00 | 11/12/08 | 0.00 |
| 2007 | 11.08 | 11.08 | 0.00 | 0.00 | 0.00 | 11/07/07 | 0.00 |
| 2006 | 11.28 | 11.28 | 0.00 | 0.00 | 0.00 | 11/15/06 | 0.00 |
| 2005 | 11.25 | 11.25 | 0.00 | 0.00 | 0.00 | 11/01/05 | 0.00 |
| 2004 | 2.06 | 2.06 | 0.00 | 0.00 | 0.00 | 05/17/05 | 0.00 |
| 2003 | 1.99 | 1.99 | 0.00 | 0.00 | 0.00 | 11/17/03 | 0.00 |
| 2002 | 2.06 | 2.06 | 0.00 | 0.00 | 0.00 | 11/15/02 | 0.00 |
| 2001 | 2.08 | 2.08 | 0.00 | 0.00 | 0.00 | 11/15/01 | 0.00 |
| 2000 | 1.87 | 1.87 | 0.00 | 0.00 | 0.00 | 11/15/00 | 0.00 |
| 1999 | 1.82 | 1.82 | 0.00 | 0.00 | 0.00 | 11/15/99 | 0.00 |
| 1998 | 1.87 | 1.87 | 0.00 | 0.00 | 0.00 | 11/12/98 | 0.00 |

Salem, OR

| Property Tax History Summary | | | | | | |
|------------------------------|--------------|------------|------------|---------------|-----------|------------|
| Tax Year | Taxes Levied | Total Paid | Taxes Paid | Interest Paid | Date Paid | Total Owed |
| 2016 | 14.76 | 14.32 | 14.32 | 0.00 | 11/04/16 | 0.00 |
| 2015 | 14.47 | 14.04 | 14.04 | 0.00 | 11/12/15 | 0.00 |
| 2014 | 13.74 | 13.33 | 13.33 | 0.00 | 11/05/14 | 0.00 |
| 2013 | 12.49 | 12.12 | 12.12 | 0.00 | 11/15/13 | 0.00 |
| 2012 | 11.99 | 11.63 | 11.63 | 0.00 | 11/02/12 | 0.00 |
| 2011 | 12.42 | 12.05 | 12.05 | 0.00 | 11/15/11 | 0.00 |
| 2010 | 11.71 | 11.36 | 11.36 | 0.00 | 11/15/10 | 0.00 |
| 2009 | 11.49 | 11.15 | 11.15 | 0.00 | 11/15/09 | 0.00 |
| 2008 | 11.24 | 10.90 | 10.90 | 0.00 | 11/12/08 | 0.00 |
| 2007 | 11.08 | 10.75 | 10.75 | 0.00 | 11/07/07 | 0.00 |
| 2006 | 11.28 | 10.94 | 10.94 | 0.00 | 11/15/06 | 0.00 |
| 2005 | 11.25 | 10.91 | 10.91 | 0.00 | 11/01/05 | 0.00 |
| 2004 | 2.06 | 0.00 | 0.00 | 0.00 | 05/17/05 | 0.00 |
| 2003 | 1.99 | 1.93 | 1.93 | 0.00 | 11/17/03 | 0.00 |
| 2002 | 2.06 | 2.00 | 2.00 | 0.00 | 11/15/02 | 0.00 |
| 2001 | 2.08 | 2.02 | 2.02 | 0.00 | 11/15/01 | 0.00 |
| 2000 | 1.87 | 1.81 | 1.81 | 0.00 | 11/15/00 | 0.00 |
| 1999 | 1.82 | 1.77 | 1.77 | 0.00 | 11/15/99 | 0.00 |
| 1998 | 1.87 | 1.81 | 1.81 | 0.00 | 11/12/98 | 0.00 |

| Assessment History | | | | | |
|--------------------|--------------|---------|-----------------|------------|------------------------|
| Year | Improvements | Land | Special Mkt/Use | Exemptions | Taxable Assessed Value |
| 2016 | \$0 | \$1,500 | \$0 / \$0 | | \$1,070 |
| 2015 | \$0 | \$1,500 | \$0 / \$0 | | \$1,040 |
| 2014 | \$0 | \$1,500 | \$0 / \$0 | | \$1,010 |
| 2013 | \$0 | \$1,500 | \$0 / \$0 | | \$990 |
| 2012 | \$0 | \$1,500 | \$0 / \$0 | | \$970 |
| 2011 | \$0 | \$1,500 | \$0 / \$0 | | \$950 |
| 2010 | \$0 | \$1,500 | \$0 / \$0 | | \$930 |
| 2009 | \$0 | \$1,500 | \$0 / \$0 | | \$910 |
| 2008 | \$0 | \$1,500 | \$0 / \$0 | | \$890 |
| 2007 | \$0 | \$1,360 | \$0 / \$0 | | \$870 |

| | | | | |
|------|-----|---------|-----------------|---------|
| 2006 | \$0 | \$1,250 | \$0 / \$0 | \$850 |
| 2005 | \$0 | \$1,250 | \$0 / \$0 | \$830 |
| 2004 | \$0 | \$0 | \$1,250 / \$150 | \$150 |
| 2003 | \$0 | \$0 | \$1,250 / \$140 | \$140 |
| 2002 | \$0 | \$0 | \$1,250 / \$140 | \$140 |
| 2001 | \$0 | \$0 | \$1,250 / \$140 | \$140 |
| 2000 | \$0 | \$0 | \$1,250 / \$130 | \$130 |
| 1999 | \$0 | \$0 | \$200 / \$130 | \$130 |
| 1998 | \$0 | \$0 | \$190 / \$130 | \$130 |
| 1997 | \$0 | \$0 | \$178 / \$178 | \$180 |
| 1996 | \$0 | \$5,750 | \$0 / \$0 | \$5,750 |
| 1995 | \$0 | \$5,750 | \$0 / \$0 | \$5,750 |
| 1994 | \$0 | \$5,750 | \$0 / \$0 | \$5,750 |

CURRENT PROPERTY INFORMATION

Owner Address

7377 QUARRY AVE NE
SILVERTON, OR 97381

Neighborhood

CENT.RUR - RURAL, CENT.RUR

Alternate
Account

Number

Levy Code Area / Taxing Districts

1-45618000 09100150 ; 00400028 - MOUNT ANGEL FD ; SILVERTON FD &
SILVER FALLS LB

Tax Rate

13.7831

Property

Class

Zoning

501
(RURAL
IMPROVED,
OUTSIDE
CITY &
UGB OVER
20 ACRES
NOT SP.
ASSD.)

EFU

Property

Code

Miscellaneous Code

PATLIAB (POTENTIAL ADDITIONAL TAX LIABILITY)

Related

Accounts

by Map Tax

Lot

Linked Accounts

R16439

Mortgage

Agent-

Lender

Mortgage Account Number

Exemption Expiration Date

Tax Roll Description

ACRES 2.5, 05-06: 2.5 ACRES DISQ FARM USE, PAT LIAB \$292.83

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Salem, OR

Split/Sub
Account
Message

Split Acct #

Acreage

2.5

Special Account Information

Year Built

Account
Status

A - Active

Foreclosure Case Number

| Sales Information | | | |
|--|--|------------|----------------------------------|
| Buyer (Name&Address) | Seller (Name&Address) | Sales Info | Deed Info |
| PEMBROKE, DAVID J 7377 QUARRY AVE NE SILVERTON, OR 97381 | PEMBROKE, DAVID J 7377 QUARRY AVE NE SILVERTON, OR 97381 | \$0 | 07/28/11 CC42-879 CCJ & CC |

| 2017 Land Information (Unedited and Uncertified) | | | | |
|--|---------------------------|-------|-------|--------------|
| ID | Type | Acres | Sq Ft | Market Value |
| L1 | RREST - RURAL RESTRICTIVE | 2.50 | | \$1,500 |
| | | | TOTAL | \$1,500 |

| 2017 Improvement Information (Unedited and Uncertified) | | | | | | |
|---|------|------------|-------|------|--------------------------------|--------------|
| ID | Type | Make/Model | Class | Area | Year Built Actual/Effective | Market Value |
| | | | | | | |

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JUN 22 2025
Salem, OR

6-1W-23

4

17087

REEL 125 PAGE 1352

Form No. 100—Revised March 1964—Published by the Oregon State Bar, Portland, Ore. 97201

QUITCLAIM DEED—STATUTORY FORM

FRED SHACKELFORD and VELMA SHACKELFORD, his wife
quitclaim to DAVID J. PEMBROKE
all right, title and interest in and to the following described real property situated in Marion County, Oregon, to-wit:

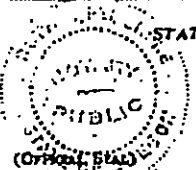
Commencing at a point in the center of a 33 foot road, said commencing point being North 69 rods from the S.E. corner of a 70 acre tract of land deeded by K.A. Lee and wife to Andrew Aarhus and Elina Aarhus by deed recorded in Marion County, Oregon records, Book of Deeds, Vol. 118, Page 100; Thence W. 20 rods to the center of a creek; Thence meandering down the center of said creek to the West boundary of said 70 acre tract; Thence North 52 rods to the Northwest corner of aforesaid tract; Thence East 80 rods; Thence South 71 rods to the place of beginning and containing 27 1/4 acres of land, more or less all situated in Sec. 23, T6S., Range 1 West of the Willamette Meridian, State of Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE PAGE)

The true consideration for this conveyance is \$ (Here comply with the requirements of ORS 93.030)
Includes property or value given other than money.

Dated this 13th day of April, 1978.

Fred Shackelford
Velma Shackelford



STATE OF OREGON, County of Marion ss. April 13, 1978.
Personally appeared the above named Fred Shackelford and Velma Shackelford

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *Ruth A. Pembroke*
Notary Public for Oregon—My commission expires: 2-4-80

QUITCLAIM DEED

Fred and Velma Shackelford
David J. Pembroke
7017 Quarry Avenue NE
Silverton, OR 97381

After recording before me
David J. Pembroke
7017 Quarry Avenue NE
Silverton, Oregon 97381

Until a change is requested, all to a statement
shall be sent to the following address
David J. Pembroke
7017 Quarry Avenue NE
Silverton, OR 97381

17087
STATE OF OREGON
County of Marion

I hereby certify that
the within was received
and duly recorded by me
in Marion County records:
Reel 125 Page 1352

MAY 31 11 21 AM '78
EMMANUEL J. JOHNSON
MARION COUNTY CLERK
BY *CE* DEPUTY

Received by OWRD
JUN 02 2025
Salem, OR

After recording, return to:
Kenneth Sherman, Jr.
Post Office Box 2247
Salem, Oregon 97308

Se 1/5/17
B
47 7377 Quarry
Si

LAND SALE CONTRACT

The true and actual consideration being paid for the sale and purchase herein described, stated in terms of dollars, is \$275,000.00.

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

Blue Line Farms, Inc.
4741 Brush Creek Road, N.E.
Silverton, Oregon 97381

After recording, return to:

Kenneth Sherman, Jr.
Post Office Box 2247
Salem, Oregon 97308

Received by OWRD

JUN 10 2015

THIS AGREEMENT, made and entered effective the **5th day January, 2017**, by and between:

DAVID J. PEMBROKE, hereinafter referred to as SELLER; and

BLUE LINE FARMS, INC., an Oregon corporation, doing business as Blue Line Properties, hereinafter referred to as BUYER.

WITNESSETH:

For and in consideration of the payments to be made, covenants performed, and to be performed, and upon the express terms and conditions hereinafter stated, the Seller agrees to sell and the Buyer agrees to buy that certain real property and improvements located at and commonly known as *7377 Quarry Avenue, Silverton, Marion County, Oregon*, and more particularly described as follows:

Commencing at a point in the center of a 33 foot road, said commencing point being North 69 rods from the S.E. corner of a 70 acre tract of land deeded by K. A. Loe and wife to Andrew Aarhus and Elina Aarhus by deed recorded in Marion County, Oregon records, Book of Deeds, Vol. 118, Page 160; thence West 20 rods to the center of a creek, thence meandering down the center of said creek to the West boundary of said 70 acre tract; thence North 52 rods to the N.W. corner of the

aforesaid tract; thence East 80 rods; thence South 71 rods to the place of beginning and containing 27½ acres of land, more or less, all situated in Section 23, T6S, Range 1 West of the Willamette Meridian, State of Oregon.

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The aforesaid real property is hereinafter referred to as "the Property".

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SUBJECT TO the usual printed exceptions and:

Salem, OR

1. Potential additional tax liability, due to the removal of the herein described land from special use assessment. Code No. 09100150; 00400028 Account No. R16439 Map No -6S-01-W-23 900. Amount \$4,663.49.
2. Potential additional tax liability, due to the removal of the herein described land from special use assessment. . Code No. 09100150; 00400028 Account No. R16440 Map No -6S-01-W-23 900. Amount \$292.83.
3. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
4. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
5. The property lies within and is subject to the levies and assessments of the Silver Falls Library District.
6. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
7. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Abiqua Creek and Evans Creek, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Abiqua Creek and Evans Creek.

All matters arising from any shifting in the course of Abiqua Creek and Evans Creek including but not limited to accretion, reliction and avulsion.

8. Easements for utilities over and across the premises formerly included within the boundaries of Quarry Avenue, now vacated, if any such exist.
9. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument granted to Blue Line Farms, Inc., recorded July 30, 2004 in Reel 2355, Page 375, Records of

JUN 02 2025

Marion County, Oregon.

Salem, OR

This sale and purchase are made upon the following terms and conditions:

1. **PURCHASE PRICE AND PAYMENT.** The purchase price of the Property which Buyer agrees to pay, shall be the sum of **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100--DOLLARS (\$275,000.00)**, payable as follows:

A) The sum of **ONE HUNDRED DOLLARS (\$100.00)** as Earnest Money and part down payment, the receipt of which is hereby acknowledged; and

B) The sum of **FOURTEEN THOUSAND NINE HUNDRED DOLLARS (\$14,900.00)** as additional down payment, to be paid upon the execution of this Agreement; and

C) The remaining principal balance of **TWO HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$260,000.00)**, together with interest accruing thereon from the date hereof at the rate of **THREE percent (3%)** per annum, shall be paid in annual installments of **\$23,016.85** or more each. The first such payment shall be due and payable **January 5, 2018**, and subsequent annual payments shall be due and payable on or before the **5th** day of each subsequent January until the entire remaining balance of principal, interest and other charges due hereunder is paid in full or until **January 5, 2031**, whichever first occurs. **PROVIDED, however,** that if Seller dies prior to January 5, 2031, and if the unpaid principal balance of the purchase price on the date of Seller's death exceeds the product of \$41.10 times the number of days between the date of the Seller's death and January 5, 2031, the unpaid principal balance of the purchase price shall be adjusted to a sum equal to the product of \$41.10 times the number of days between the date of the Seller's death and January 5, 2031. *For example:* if Seller dies on February 1, 2026, and the unpaid principal balance on that date is more than \$41.10 times 1,804 days equals \$74,144.40, the unpaid balance of the purchase price as of the date of the Seller's death will be adjusted to \$74,144.40. This adjusted unpaid principal balance, together with interest on unpaid balances thereof at the rate of **THREE percent (3%)** per annum, will be paid by the Buyer to the Seller's estate or other successor in interest in annual payments sufficient to pay the entire remaining balance of principal and interest on January 5, 2031.

D) Buyer may prepay all or any part of the balance of principal, interest and other charges owing hereunder at any time without limitation or penalty.

E) All payments shall be made directly to Seller unless Seller elects to establish a collection escrow account for the collection of the payments. If Seller elects to establish a collection escrow account, Seller and Buyer will share equally in the cost of setting up and maintaining the account. All payments shall be credited to Buyer's account on the day received by Seller or by the escrow. Each payment shall be credited first to the payment of any late charges then owing under the terms of this agreement, then to the payment of all interest accrued to such day of receipt, and then to the reduction of the principal balance.

F) In the event the Buyer fails to make any installment payment due hereunder within 30 days after its due date, the Seller shall be entitled to collect from the Buyer a **LATE**

JUN 02 2025

Salem, OR

CHARGE equal to 5% of the delinquent installment, which late charge shall be paid to Seller within 10 days after Seller's demand therefor. Seller's right to collect late charges shall be in addition to and not in lieu of any other right or remedy provided for Seller's benefit under this agreement or applicable law.

2. **TAX PRO RATE.** Taxes levied against the Property for the current tax year shall be pro rated between the Seller and the Buyer as of the date of this Agreement. The real property taxes for the 2017-18 tax year and subsequent tax years during the term of this Agreement shall be paid by the Buyer when due and before the same become delinquent, and Buyer shall on Seller's request provide proof of payment to Seller.

3. **INSURANCE.** From and after the date of this Agreement, Buyer agrees at Buyer's sole cost and expense to keep all buildings and other improvements now existing and hereafter erected or placed on the Property insured against loss or damage by fire or other casualty in an amount not less than the full insurable replacement value, with loss payable to the parties hereto as their interests appear at the time of loss and with priority of payment to the Seller. Seller shall be listed as loss payee on each such policy of insurance. The proceeds of such insurance upon a loss to the improvements shall be used first to restore the improvements unless the improvements cannot reasonably be restored or the parties hereto mutually agree that the improvements will not be restored, in which case the proceeds shall be applied to the payment of the balance of principal and interest then owing under this agreement, with any overplus to be paid to Buyer. Buyer shall provide Seller with the name of the insurance company and the policy number and shall on demand furnish to the Seller written proof that the premiums therefor have been paid and are current.

WARNING

Unless Buyer provides Seller with evidence of the insurance coverage as required by this agreement, Seller may purchase insurance at Buyer's expense to protect Seller's interest. This insurance may, but need not, also protect Buyer's interest. If the improvements covered by this insurance become damaged, the coverage Seller has purchased may not pay any claim Buyer may make or any claim made against Buyer. Buyer may later cancel this coverage by providing evidence that Buyer has obtained property coverage elsewhere.

Buyer is responsible for the cost of any insurance purchased by Seller. The cost of this insurance may be added to the balance owing under this agreement. If the cost is added to the balance owing under this agreement, the interest rate on the underlying contract will apply to this added amount. The effective date of coverage may be the date Buyer's prior coverage lapsed, or the date Buyer failed to provide proof of coverage.

The coverage Seller purchases may be considerably more expensive than insurance Buyer can obtain on her own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

4. **POSSESSION; INSPECTIONS BY SELLER.** Buyer shall have possession of the Property (subject to a lease of the residential portion of the premises from Buyer to Seller) from and after the date of this Agreement. Seller shall have the right at reasonable intervals during

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the term of this agreement to inspect the Property and all improvements situated thereon, upon the giving of not less than two days prior written notice to Buyer.

5. **IMPROVEMENTS.** Buyer agrees that all improvements now existing or hereafter constructed or otherwise placed on the premises shall remain a part of the Property and shall not be removed at any time prior to the payment of all sums owing under this Agreement without the prior written consent of the Seller. Buyer shall not commit or suffer any waste of the Property or any improvements hereafter placed thereon, and shall maintain the Property and all improvements now existing or hereafter placed thereon and alterations thereof in good repair and condition. Buyer shall cause all work on any improvements to be done in a good and workmanlike manner, by licensed, qualified professionals, in strict accordance with all building and other codes, rules, regulations, ordinances and statutes. Buyer shall not suffer or permit any construction lien or other lien or encumbrance to attach to the Property or any part thereof in connection with any such work. If any such lien or encumbrance shall be suffered to be placed thereon through or under the Buyer, Buyer shall immediately cause it to be satisfied and discharged, and shall at all times save the Seller and the subject property harmless from, and keep said Seller fully indemnified against loss on account of any and all such liens and encumbrances.

6. **TRANSFER OF BUYER'S INTEREST.** This Agreement is personal between Seller and Buyer. In entering into this Agreement, Seller has relied on Buyers' credit, Buyers' ability to pay and prevailing financial market conditions. In consideration of the initial low down payment to be paid by Buyer to Seller hereunder, Buyer agrees that in the event Buyer makes, suffers or permits any sale or other transfer of the Property or any part thereof to any third person without the prior written consent of the Seller, the entire remaining balance of principal, interest and other charges due hereunder shall become immediately due and payable. In the event Buyer requests Seller's approval for a sale, assignment or transfer of any interest in the Property or in this Agreement, Buyer shall deliver to Seller a copy of the proposed transferee's current credit report and a copy of the proposed transferee's latest financial statement. The financial statement shall, at a minimum, set forth all of the transferee's assets, liabilities, income and expenses. Seller may reasonably withhold consent to the requested transfer for one or more of the following reasons:

- a. Buyer fails to deliver the credit report for the proposed transferee;
- b. Buyer fails to deliver an adequate financial statement for the proposed transferee;
- c. The credit of the transferee is not satisfactory to Seller;
- d. The transferee does not assume and accept full personal liability for the payment and performance of this Agreement;
- e. Any taxes, assessments, liens, insurance or other charges of any kind, which Buyer has agreed to pay, are unpaid in whole or in part on the date Seller's consent is requested; or
- f. Any covenant or Agreement contained in this Agreement has been breached by Buyer and the breach has not been remedied at the date Seller's consent is

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Salem, OR

requested.

Buyer agrees to pay Seller all reasonable costs (not to exceed \$1,000) associated with reviewing the qualifications of any prospective purchaser or assignee including but not limited to legal fees incurred for such review.

7. **TITLE INSURANCE; DEED.** Within 10 days after the execution of this Agreement, Seller will cause to be delivered to Buyer a standard form Purchaser's Policy Title Insurance insuring Seller's title to the Property, subject only to the easements, liens and other encumbrances expressly described in this Agreement. Upon full payment of the purchase price and all interest and other charges due hereunder, Seller will convey the Property to Purchaser by Seller's good and sufficient warranty deed, free and clear of all liens and encumbrances whatsoever, except as herein provided, and save and except such liens and encumbrances as may have been suffered or permitted by the Buyer on and after the execution of this agreement.

8. **DEFAULT.** In the event that Buyer shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Seller shall, at Seller's option, subject to the requirements of notice as herein provided, have the following rights:

- a) To sue for past due payments;
- b) To declare the full unpaid balance of the purchase price immediately due and payable;
- c) To foreclose this contract by strict foreclosure in equity;
- d) To specifically enforce the terms of this agreement by suit in equity; and
- e) To declare a forfeiture of this agreement and that this contract is null and void as of the date of the breach and to retain as liquidated damages the amount of the payments theretofore made upon said premises. Under this option, all of the rights, title and interest of the Buyer shall revert and revest in Seller without any act of re-entry or without any other act by Seller to be performed except for the giving of notices and the recordation of an affidavit as provided herein and as provided by ORS 93.905 to 93.940, and Buyer agrees to peaceably surrender the premises to Seller, or in default thereof, Buyer may, at the option of the Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such. Buyer's right to cure a default under this forfeiture option shall be as provided in ORS 93.920 exclusively.
- f) In addition to any remedy above, in the event of a foreclosure or forfeiture, Seller may also obtain judgment against the Buyer on account of any unpaid taxes or liens allowed by the Buyer against the property. Said judgment may be sought in separate legal action or in connection with any other remedy hereunder.

Buyer shall not be deemed in default for failing to perform any covenants or conditions of

JUN 02 2025

1:01pm OR

this contract until notice of said default has been given by the Seller to Buyer and Buyer shall have failed to remedy said default: (i) within twenty (20) days after the giving of such notice in the case of any failure by the Buyer to make a payment of principal, interest, taxes or insurance; or (ii) within thirty (30) days after the giving of the notice in the case of any other default hereunder. Provided, however, that Seller shall not be obligated to give Buyer notice of failure to make a payment of principal, interest, taxes or insurance premiums more than once in any calendar year during the term of this agreement, and with respect to any subsequent such failure to make a payment during a given calendar year, Buyer shall be in default if Buyer fails to make the payment when due and such failure continues for more than twenty (20) days after the payment becomes due. If a non-payment default is of such a nature that it cannot be completely remedied within the 30 day period, this provision shall be complied with if Buyer begins correction of the default within the 30 day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as possible. Notice for all purposes shall be deemed to have been given by the deposit in the mail of a first class and certified letter with return receipt requested containing said notice and addressed to the addresses set forth on the first page of this Agreement, or at such other addresses as may be provided by the parties in writing from time to time.

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

10. **REPRESENTATIONS AND CONDITIONS OF PROPERTY. SELLER REPRESENTS THAT, TO THE BEST OF SELLER'S KNOWLEDGE WITHOUT SPECIFIC INQUIRY, SELLER HAS RECEIVED NO WRITTEN NOTICES OF VIOLATION OF ANY LAWS, CODES, RULES OR REGULATIONS APPLICABLE TO THE SUBJECT PROPERTY. SUBJECT TO THE FOREGOING, BUYER ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION, AS IS, INCLUDING LATENT DEFECTS AND EFFECTS OF PRIOR USE BY SELLER OR ANY PREVIOUS OWNER OR USER, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, UNLESS THEY ARE IN WRITING SIGNED BY SELLER. BUYER AGREES THAT BUYER HAS ASCERTAINED FROM SOURCES OTHER THAN SELLER, THE APPLICABLE ZONING, BUILDING, HOUSING AND OTHER REGULATORY ORDINANCES AND LAWS AS WELL AS PRIOR AND PREVIOUS USES AND THAT, EXCEPT AS IS OTHERWISE SPECIFICALLY PROVIDED HEREIN, BUYER ACCEPTS THE PROPERTY WITH FULL AWARENESS OF THESE ORDINANCES AND LAWS AND PRIOR USE AS THEY MAY AFFECT THE PRESENT USE OF ANY INTENDED FUTURE USE OF THE PROPERTY, AND SELLER HAS MADE NO REPRESENTATIONS WITH RESPECT THERETO, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND IN SELLERS' PROPERTY DISCLOSURE STATEMENT DATED _____, 2016. ~~BUYER SPECIFICALLY ACKNOWLEDGES THAT THE ROOF ON THE HOUSE SITUATED ON THE SUBJECT PROPERTY IS IN NEED OF REPAIR OR REPLACEMENT.~~** R.B.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE

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Salem, OR

WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

11. **ATTORNEY'S FEES.** In case suit or action is instituted to enforce any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings, and such sum as the court may adjudge as reasonable for the prevailing party's attorney's fees connected with the trial and the appeal thereof. If this contract is placed in the hands of an attorney for collection or enforcement of any provision hereof, even without suit or action being filed, Buyer agrees to pay the actual and reasonable attorney fees and collection costs incurred. For the purposes of this agreement the term "attorney's fees" includes all charges of the prevailing parties' attorney and their staff.

12. **ENTIRE AGREEMENT.** This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the within described real property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the within described property is concerned.

13. **CONTRACT PREPARATION.** Buyer understands that Kenneth Sherman, Jr. of Sherman, Sherman & Johnnie & Hoyt, LLP, Attorneys at Law, prepared this contract on behalf of Seller, and in no way represents the Buyer.

14. **SUCCESSOR INTERESTS.** Subject to the provisions of section 6 hereinabove limiting Buyer's right to assign or otherwise transfer Buyer's interest in this agreement or the subject property, this agreement and the rights and obligations of the parties hereunder shall be binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first

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hereinafter written.

David J. Pembroke

David J. Pembroke

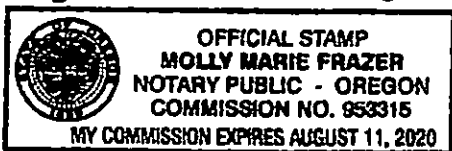
Seller

STATE OF OREGON)

) ss.

County of Marion)

On this 30th day of December, 2016, personally appeared David J. Pembroke, who acknowledged that he executed this agreement as his voluntary act and deed.

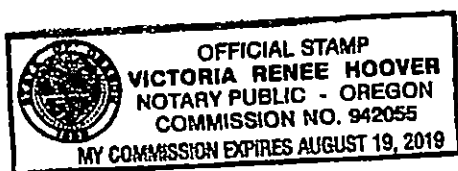


STATE OF OREGON)

) ss.

County of Marion)

On this 3 day of January, 2017, personally appeared Robert E. Dettmeyer, who acknowledged that he is the President of Blue Line Farms, Inc., dba Blue Line Properties, and that he executed this agreement as the voluntary act and deed of said corporation.



BLUE LINE FARMS, INC., dba Blue Line Properties

By: Robert E. Dettmeyer

Its: President

Buyer

Molly Marie Frazer

Notary Public for Oregon

My commission expires: 8-11-2020

Victoria Renee Hoover

Notary Public for Oregon

My commission expires: 08/19/2019

Title No. 18-33342

Escrow No. 18-33342

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Salem, OR

TICOR TITLE

18-33342



After Recording Return To:
Blue Line Farms, Inc.
4741 Brush Creek Road NE
Silverton OR 97381

Send Tax Statements To:
Blue Line Farms, Inc.
4741 Brush Creek Road NE
Silverton OR 97381

Title Order No. 18-33342
Escrow No. 18-33342
Tax Account No. R16418 61W 23
400, R16433 61W 23 800,
R16437 61W 23 500, R16680
61W 23 1100, R22849 71W 7 900

WARRANTY DEED

(ORS 93.850)

David J. Pembroke, an estate in fee simple, as to an undivided 1/2 interest and Ruth A. Pembroke and Thomas H. Pembroke, as tenants by the entirety, as to an undivided 1/2 interest, Grantor, conveys and warrants to Blue Line Farms, Inc., a corporation, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit 'A' attached hereto and by reference made a part hereof.

THIS INSTRUMENT WILL 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.

The true consideration for this conveyance is \$750,000.00.

Dated this 29 day of July, 2004.

David J. Pembroke

Ruth A. Pembroke

Thomas H. Pembroke

State of OR, County of Marion)ss.

This instrument was acknowledged before me on July 29, 2004
by David J. Pembroke.

Notary Public

My commission expires: 6/16/07

State of OR, County of Marion)ss.

This instrument was acknowledged before me on July 29, 2004
by Ruth A. Pembroke and Thomas H. Pembroke.

Notary Public

My commission expires: 6/16/07



EXHIBIT 'A'

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Salem, OR

Legal Description:

Parcel 1

Commencing at the Northeast corner of a 20 acre tract of land in Township 6 South, Range 1 West of the Willamette Meridian, deeded by K.A. Loe to John E. Qually, recorded in Marion County Book of Deed Volume 98, Page 441, on the 7th day of August, 1907; thence West 20.05 chains along the North boundary and to the Northwest corner of said tract of land; thence North 35.2 chains to the Northwest corner of a 358 acre tract of land deeded by P.A. Davis to K.A. Loe and recorded in Marion County Book of Records on the 11th day of December, 1902, in Book 81, Page 384; thence East 20.05 chains along the North boundary of said land; thence South 35.2 chains to the place of beginning.

SAVE AND EXCEPT: Commencing in the center of a 30 foot road, said point being North 69 rods from the Southeast corner of a 70 acre tract described in deed recorded in Volume 118, Page 100, Deed Records of Marion County, Oregon; thence West 20 rods to the center of creek; thence meandering down the center of said creek to the West line of said 70 acre tract; thence North 52 rods to the Northwest corner of aforesaid tract; thence East 80 rods; thence South 71 rods to the place of beginning

ALSO SAVE AND EXCEPT: Commencing at a point on the North boundary of the Donation Land Claim of James Brown and wife, in Township 6 South, Range 1 West of the Willamette Meridian, at a point which is 54.20 chains East of the Northeast corner of the Donation Land Claim of Peter Cox and wife in said township and range, said commencing point being also 13.00 feet West of the Southeast corner of A.F. Hobart's land; thence North 31.92 chains to the Northeast corner of said Hobart's land; thence continuing North 45.20 chains, more or less to the South Bank of Abiqua River; thence East 0.50 chains; thence South 77.12 chains, more or less, to a point in the North boundary of said Brown Donation Land Claim situated 33.00 feet East of the point of beginning; thence West 0.50 chains to the point of beginning, all situated in Marion County, Oregon.

Parcel 2

Beginning at a point in the North boundary of Section 26, in Township 6 South, Range 1 West of the Willamette Meridian, said point being in the center of a 33 foot road and East 32.85 chains from the Northwest corner of said Section 26; thence North 24.795 chains to a point in the center of said 33 foot road; thence North 78°30' East 6.16 chains to an iron pipe; thence South 69°30' East 5.59 chains to a cast iron grate bar set for an angle corner of that certain tract of land deeded by Knud A. Loe to Paul Haugen, as described in Deed recorded in Volume 134, Page 221, Marion County, Record of Deeds; thence South 4°13' East 25.72 chains to the North boundary of a 93 acre tract of land deeded by Knud A. Loe to Carl Loe described in deed recorded in Volume 124, Page 356, Deed Records of Marion County, Oregon; thence meandering along the Carl Loe North line, South 88°16' West 10.46 chains; thence North 81°45' West 2.72 chains to the center line of a 33 foot road; thence North 1.61 chains to the point of beginning; being situated in Sections 23 and 26, Township 6 South, Range 1 West of the Willamette Meridian, Marion County, Oregon.

SAVE AND EXCEPT: Beginning at the Southwest corner of the that certain tract of land conveyed to Thomas H. Pembroke and Ruth and Pembroke by deed recorded in Reel 1665, Page 62, of the deed records for Marion County, Oregon, which corner is recorded as being in the center of a 33 foot road and 24.795 chains North of the North boundary of Section 26 in Township 6 South, Range 1 West of the Willamette Meridian, Marion County, Oregon, and running thence South 00°01'05" West along the center of said 33 foot road, a distance of 105.63 feet to 5/8" iron rod; thence North 68°31'31" East, a distance of 421.24 feet to a 5/8" iron rod; thence South 73°52'43" East, a distance of 357.62 feet to the cast iron grate bar at an angle corner of a tract of land deeded by Knut A. Loe to Paul Haugen as recorded in Volume 134, Page 221, Marion County Deed Records; thence North 69°30'00" West along the South line of said Pembroke tract, a distance of 368.94 feet, more or less, to an angle corner in the South line of said Pembroke tract; thence South 78°37'10" West, a distance of 397.77 feet, more or less, to the point of beginning.

Parcel 3

Beginning in the T.B. Allen Donation Land Claim in Township 6 South, Range 1 West of the Willamette Meridian in Marion County, Oregon, at an iron pipe set on the division line dividing said claim into North and South halves, at the point where said division line is intersected by the

Title No. 18-33342 Escrow No. 18-33342

division line dividing said claim into East and West halves; thence South 0°25' East along the division line dividing said claim into East and West halves; a distance of 913.61 feet; thence South 81°04' West 873.96 feet to the Easterly line of a tract of land conveyed by deed recorded Volume 254 at Page 90 of the Marion County Deed Records; thence North 50°40' East along the Easterly line of the said tract, 45.94 feet; thence North 26°33' East along the Easterly line of said tract 1135.86 feet to the division line dividing the said T.B. Allen Donation Land Claim into North and South halves; thence North 89°15' East along the said division line, 313.50 feet to the place of beginning.

Subject to:

Taxes for the fiscal year 2004-2005, a lien in an amount to be determined, but not yet payable.

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.

Regulations, including levies, liens, assessments, rights of way and easements of Silver Falls Library District.

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.

An Easement created by instrument, including the terms and provisions thereof,

In favor of: Portland General Electric Company

For: right of way

Dated: April 5, 1977

Recorded: July 7, 1977

Reel: 87 Page: 1231

in Marion County, Oregon.

Affects: Parcel 3

An Easement created by instrument, including the terms and provisions thereof,

In favor of: Blue Line Farms, Inc.

For: ingress and egress

Dated: July 29, 2004

Recorded: July 30, 2004

Reel: 2355 Page: 375

in Marion County, Oregon.

An Easement created by instrument, including the terms and provisions thereof,

In favor of: Blue Line Farms, Inc.

For: commercial agricultural irrigation

Dated: July 29, 2004

Recorded: July 30, 2004

Reel: 2355 Page: 376

in Marion County, Oregon.

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REEL:2357

PAGE: 87

August 03, 2004, 11:18 am.

CONTROL #: 120138

State of Oregon
County of Marion

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

FEE: \$ 36.00

PHIL MILES
CHIEF DEPUTY CO. CLERK

THIS IS NOT AN INVOICE.

Received by OWRD

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Salem, OR

Application Completeness Checklist

Applicants are encouraged to use this checklist before submitting a complete application to the Department.

1. ☒ Landowner name, mailing address and telephone number provided
2. ☒ Application signed – All parties noted as applicants must sign the application
3. ☒ Source and tributary listed
4. ☒ Reservoir Location – TRSQQ and tax lot provided
5. ☒ Dam height indicated, if applicable
6. ☒ Property ownership completed
7. ☐ If applicant does not own all the land, is the affected landowner's name and mailing address listed?
8. ☒ Environmental impact section completed?
9. ☒ **Completed Watermaster review sheet**, signed and dated. *Note: Must be completed within last 12 months.*
 - Will the reservoir injure an existing water right? ☐ YES ☐ NO
 - If YES, can conditions be applied to mitigate injury? ☐ YES ☐ NO
 - If NO, return the application.*
10. ☒ **Completed ODFW review sheet**, signed and dated. *Note: Must be completed within last 12 months.*
 - Will the reservoir pose a significant detrimental impact to an existing fishery resource? ☐ YES ☐ NO
 - If YES, can conditions be applied to mitigate the impact? ☐ YES ☐ NO ☐ N/A
 - If NO, return the application.*
11. ☒ **Completed Land-Use Form** or receipt signed by the appropriate planning department official enclosed?
Note: Does the use on land-use form match the proposed use on the application? Must be completed within the last 12 months.
12. ☒ **Include a copy of a Legal Description** of all the property involved with this application. A copy of a deed, land sales contract, or title insurance to meet this requirement.
13. ☒ **Acceptable Map.** *Note: Requirements set forth by the Commission.*
 - ☒ Reservoir Location - noting Township, Range, Section, 1/4 1/4 and Tax Lot number(s)
 - ☒ Scale of the Map, even scale such as 1" = 400', 1" = 1000', or 1" = 1320'
 - ☒ Reference public land survey corner on map
 - ☒ North directional symbol
 - ☒ ¼'s clearly identified
 - ☒ Reservoir clearly identified
 - ☒ Dam location identified, with measured distances from survey corner. If no dam, use coordinates to the center of reservoir.
 - ☐ If diverting water from a river or stream to a reservoir located off-channel, include measured distances from survey corner and identify any main canals, ditches, pipelines, or flumes.
14. **Fees:** Are the appropriate fees included? Use this fee calculator to determine the application fees:

https://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator/Permit_for_AltRes.aspx

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Salem, OR



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JUN 02 2025

Salem, OR

Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Blue Line Farms Inc.
4741 Brush Cr. Dr. NE. Silverton OR 97351

Transaction Type: Surface

Fees Received: \$ 16,880.00

☐ Cash

☒ Check:

Check No.

7223

Name(s) on Check:

Same as above

Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.

If your submission is determined to be complete, you will receive a receipt for the fees paid and an acknowledgement letter stating your submittal is complete.

If determined to be incomplete, your submission and the accompanying fees will be returned with an explanation of deficiencies that must be addressed in order for the submittal to be accepted.

If you have any questions, please feel free to contact the Department's Customer Service staff at 503-986-0801 or 503-986-0810.

Sincerely,

OWRD Customer Service Staff

Submission received by:

Corie Lamm

(Name of OWRD staff)

Instructions for OWRD staff:

- Complete this Submission Receipt and make two (2) copies. Place one copy with the check/cash; and place the other copy with the submission (i.e., the application or other document).
- Date-stamp all pages. (NOTE: Do not stamp check.)
- Give this original Submission Receipt to the applicant.
- Record Submission Receipt information on the "RECEIVED OVER THE COUNTER" log sheet.
- Fold and put one copy of the Submission Receipt with check/cash into the Safe slot. Place the other copy of the Submission Receipt with submission (application/other document) in the top drawer of filing cabinet.