



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

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Ownership Update for Certificated Rights Only

NO FEES ARE REQUIRED TO SUBMIT THIS FORM

NOTICE: A certificate of water right typically stays with the land. To track water right ownership, the Department requests that this form be submitted to the Department. **To update multiple rights, a separate form is required for each right.** If you have any questions about this form, please contact your local watermaster, or call the Water Resources Department at (503) 986-0900.

Note: Use the [assignment](#) form to change ownership on pending applications, permits, transfers, groundwater registrations, or limited licenses.

Current Landowner Information				
Name:				
Mailing Address:				
City:		State:		Zip:
Phone:		Email:		

Property Information				
County:		Township:		Range:
Tax Lot #:				
Street Address of Water Right:				
Water Right Information				
Application:				
Permit:				
Certificate:				
Are all the lands associated with this water right owned by the requestor?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
(If no, include a map showing the portion of the water right involved)				

Signature and Date	
Name of individual completing form:	
Phone or email:	Date:
Signature of requestor:	

The Department does not change names on water right certificates. This form will be placed in the file for future reference only. If mailed, the Department will not provide acknowledgment of receipt.

This form can be mailed to the address above or sent by email to wrd_dl_customerservice@water.oregon.gov

RECORDING REQUESTED BY:



Fidelity National Title
Company of Oregon

1455 SW Broadway, Suite 1450
Portland, OR 97201

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BENTON COUNTY, OREGON **2023-639201**
DE-WD
Stn=53 LH **08/23/2023 11:18:56 AM**
\$15.00 \$11.00 \$10.00 \$62.00 \$20.00 **\$118.00**

I, James V. Morales, County Clerk for Benton County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

James V. Morales - County Clerk

GRANTOR'S NAME:

John Sease and Helen Sease

GRANTEE'S NAME:

Lindsey D. Arotin and Steven D. Mills

AFTER RECORDING RETURN TO:

Order No.: 60222303404-KZ

Lindsey D. Arotin and Steven D. Mills, as tenants by the entirety

18596 Prairie View Drive
Alsea, OR 97324

SEND TAX STATEMENTS TO:

Lindsey D. Arotin and Steven D. Mills
18596 Prairie View Drive
Alsea, OR 97324

APN/Parcel ID(s): 286967

18596 Prairie View Drive, Alsea, OR 97324

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

John Sease and Helen Sease, Grantor, conveys and warrants to

Lindsey D. Arotin and Steven D. Mills, as tenants by the entirety, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Benton, State of Oregon:

Beginning at the corner common to Sections 13, 14, 23 and 24, Township 14 South, Range 8 West, Willamette Meridian, Benton County, Oregon; thence along the Southerly right of way line of that certain 30 foot roadway as described in M-87781, said County Deed Records, South 89 degrees 43' 37" East 14.03 feet; thence South 70 degrees 58' 37" East 191.03 feet to the Southerly boundary of the irrigation pump site also described in M-87781; thence along said boundary South 14 degrees 53' 43" West 30.09 feet; thence South 79 degrees 15' 04" East 42.89 feet to the centerline of Bummer Creek; thence along said centerline by the following courses; South 6 degrees 27' 53" West 135.01 feet; South 34 degrees 59' 37" East 270.10 feet; South 20 degrees West 126.96 feet; South 3 degrees West 379.24 feet; South 13 degrees 17' 27" West 94.62 feet; South 31 degrees West 141.97 feet; North 79 degrees West 191.55 feet; thence leaving said creek North 66 degrees 05' 09" West, 183.07 feet; thence South 85 degrees 33' 45" West 538.78 feet; thence North 4 degrees 26' 15" West 278.97 feet; thence North 85 degrees 33' 45" East 141.11 feet; thence North 4 degrees 26' 15" West 817.21 feet to the Southerly right of way line of that certain 20 foot roadway described in M-87781; thence along said right of way South 89 degrees 56' 38" East 626.14 feet to the point of beginning.

TOGETHER WITH a 30 foot non-exclusive road easement the Southerly boundary of which is: Beginning at the section corner common to Section 13, 14, 23 and 24 in Township 14 South, Range 8 West, Willamette Meridian, said corner being marked by a 1 1/2 inch axle and being the Southerly point of terminus of the 20 foot easement and the Southerly point of beginning of the 20 foot road use right-of-way described in Microfilm No. 72532 and Book 102, Page 152, Benton County Deed Records; thence South 89 degrees 56' East 14.03 feet along the Southerly edge of the 30 foot non-exclusive easement (the Southerly 20 feet of which said easement is described in a deed recorded as Microfilm No. 72532); thence South 71 degrees 11' East along said South edge 191.03 feet, thence South 79 degrees 26'30" East 112.05 feet; thence North 39 degrees 48'15" East 106.31 feet to the section line between Sections 13 and 24; thence North 39 degrees 48'15" East 81.17 feet; thence North 18 degrees 33' East 128.89 feet; thence North 52 degrees 45'45" East 92.40 feet; thence North 88 degrees 08' East 220.07 feet to the intersection of said South edge with the West right-of-way of State Highway No. 201 (Alsea-Deadwood Highway).

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS FIVE HUNDRED ELEVEN THOUSAND AND NO/100 DOLLARS (\$511,000.00). (See ORS 93.030).

Subject to:

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

Fidelity National Title # 00222303404

STATUTORY WARRANTY DEED
(continued)

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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: August 21, 2023

[Signature]
John Sease

[Signature]
Helen Sease

State of South Carolina

County of Charleston

This instrument was acknowledged before me on August 21, 2023 by John Sease and Helen Sease.

[Signature]
Notary Public - State of ~~Oregon~~ South Carolina

My Commission Expires: 10/12/2025

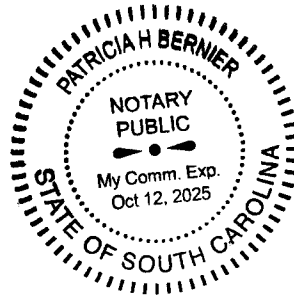


EXHIBIT "A"
Exceptions

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Subject to:

1. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
2. The Land has been classified as Farm Land, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
3. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of Bummer Creek.

Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created, or based on the provisions of ORS 274.905 through 274.940.

Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Bummer Creek.

Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Bummer Creek.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Thomas R. Rada and Susan L. Rada, husband and wife
Purpose: Road
Recording Date: November 17, 1977
Recording No: M-87781-77
Affects: Reference is hereby made to said document for full particulars

5. Road Maintenance Agreement, including the terms and provisions thereof,

Recording Date: August 17, 1993
Recording No.: M-168529-93

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Consumers Power Inc.
Purpose: Electric, communication and related transmission and distribution lines
Recording Date: January 10, 2011
Recording No: 2011-474501
Affects: Reference is hereby made to said document for full particulars

5 1 84

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That THOMAS R. RADA and SUSAN L. RADA, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto John Sease and Helen Sease, hereinafter called grantees, and unto grantees heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Benton, State of Oregon, described as follows, to-wit:

See attached Exhibit "A", attached hereto and by this reference made a part hereof.

Subject to: that certain mortgage given to the State of Oregon, represented and acting by the Director of Veterans' Affairs, dated May 11, 1978, recorded May 18, 1978, which the grantees herein assume and agree to pay according to the terms and provisions therein.

**This document is being re-recorded to correct legal description 5/1/84

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

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE
To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 155,500.00
In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.
In Witness Whereof, the grantor has executed this instrument this 13th day of April, 1984; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Thomas R. Rada
Susan L. Rada

STATE OF OREGON, } ss.
County of Benton }
April 13, 1984

STATE OF OREGON, County of _____) ss.
Personally appeared _____, 19____, and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me: _____ (OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: _____

Personally appeared the above named Thomas R. Rada and Susan L. Rada and acknowledged the foregoing instrument to be their voluntary act and deed.
Believe me: _____ (OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 1-20-86

Thomas/Sue Rada
GRANTOR'S NAME AND ADDRESS
John/Helen Sease
GRANTEE'S NAME AND ADDRESS
After recording return to:
John and Helen Sease
NAME, ADDRESS, ZIP
Until a change is requested all tax statements shall be sent to the following address:
John and Helen Sease
NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.
County of _____)
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as document/tee/file/instrument/microfilm No. _____ Record of Deeds of said county.
Witness my hand and seal of County affixed.
NAME TITLE
By _____ Deputy

RECORDED BY TRANSAMERICA TITLE 43-10548

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MAY 1 1984

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Exhibit A

Beginning at the corner common to Sections 13, 14, 23 and 24, Township 14 South, Range 8 West, Willamette Meridian, Benton County, Oregon; thence along the Southerly right of way line of that certain 30 foot roadway as described in M-87781, said county deed records, South 89°43'37" East 14.03 feet; thence South 70°58'37" East 191.03 feet to the Southerly boundary of the irrigation pump site also described in M-87781; thence along said boundary South 14°53'43; West 30.09 feet; thence South 79°15'04" East 42.89 feet to the centerline of Bummer Creek; thence along said centerline by the following Courses: South 6°27'53" West 135.01 feet; South 34°59'37" East 270.10 feet; South 20° West 126.96 feet; South 3° West 379.24 feet; South 13°17'27" West 94.62 feet; South 31° West 141.97 feet; North 79° West 191.55 feet; thence leaving said creek North 66°05'09" West 183.07 feet; thence South 85°33'45" West 538.78 feet; thence North 4°26'15" West 278.97 feet; thence North 85°33'45" East 141.11 feet; thence North 4°26'15" West 817.21 feet to the Southerly right of way line of that certain 20 foot roadway described in M-87781; thence along said right of way South 89°56'38" East 626.14 feet to the point of beginning.

Subject to a 30 foot wide access easement South of and adjacent to the following described line: Beginning at a point lying North 89°56'38" West 704.09 feet from the corner common to Sections 13, 14, 23, and 24, Township 14 South, Range 8 West, Willamette Meridian; thence South 89°56'38" East 704.09 feet to said section corner; thence along the Southerly right of way line of that certain 30 foot roadway described in M-87781, said county deed records, South 89°43'37" East 14.03 feet; thence South 70°58'37" East 150.00 feet to the terminus of this easement.

TOGETHER WITH a timber buffer strip 300 feet in width, described as follows: Beginning at a point lying North 89°56'38" West 626.14 feet from the corner common to Sections 13, 14, 23 and 24, Township 14 South, Range 8 West, Willamette Meridian, Benton County, Oregon; thence South 4°26'15" East 817.21 feet; thence South 85°33'45" West 141.11 feet to the true point of beginning; thence continuing South 85°33'45" West 300.00 feet; thence South 4°26'15" East 278.97 feet; thence North 85°33'45" East 300.00 feet; thence North 4°26'15" West 278.97 feet to the true point of beginning; within the above described strip of land, the timber contained thereon can only be thinned as needed, and can not be clear-cut.

TOGETHER WITH an easement 10 feet in width to be used as access for water rights to an existing spring that lies Westerly of the Westerly boundary line of the above described parcel; said easement lies 5.0 feet on each side of a line drawn at right angles from said Westerly line to said spring.

STATE OF OREGON } **50805**
 County of Benton } ss.
 I hereby certify that the within
 instrument was received for record
 '84 MAY 1 PM 1:28

and assigned **Nº 57493 1984**
 In the Microfilm records of said county
 Witness My Hand and Seal of County Affixed
DANIEL G. BURK
 DIRECTOR OF RECORDS & ELECTIONS
 By *Marilyn Remillard*
 DEPUTY

STATE OF OREGON } **50382**
 County of Benton } ss.

I hereby certify that the within
 instrument was received for record

'84 MAY 13 PM 4:54

and assigned **Nº 57047 1984**

In the Microfilm records of said county

Witness My Hand and Seal of County Affixed

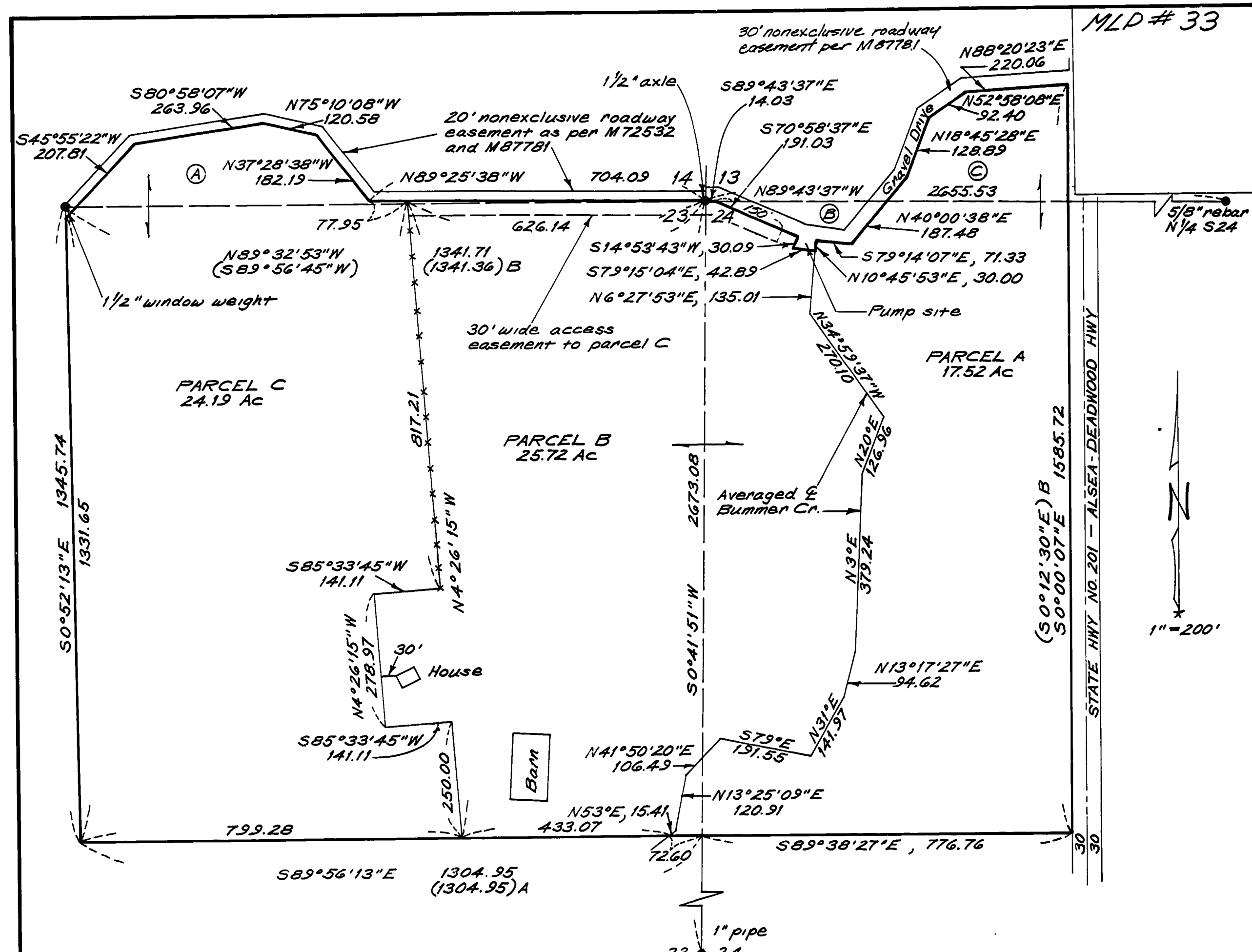
DANIEL G. BURK

DIRECTOR OF RECORDS & ELECTIONS

By *Marilyn Remillard*
 DEPUTY

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MAY 1 1984



NARRATIVE

This drawing represents a compilation of several county surveys along with the field measured length of the north line of the NE 1/4 of section 23. Surveys used are Galloway 14-B#9, CS 6529 - Lemke, and CS 7446 by myself. The partition lines were field located tying existing fences and the E of the creek. Tracts (A), (B), and (C) were surveyed in CS 6529. I used the record distances from that survey, rotated bearings to mine, then forced a mathematical closure on one course. No attempt was made to analyze differences between surveys. This is not a boundary survey of the property shown.

LEGEND

- Found monument as described
- Boundary of property being partitioned
- ()..... Record data
- A..... Galloway, 14-B#9
- B..... Lemke, CS 6529
- C..... Langton, CS 7446

MINOR LAND PARTITION APPROVED

William M. ... 2-3-83
planning official date

REGISTERED PROFESSIONAL LAND SURVEYOR

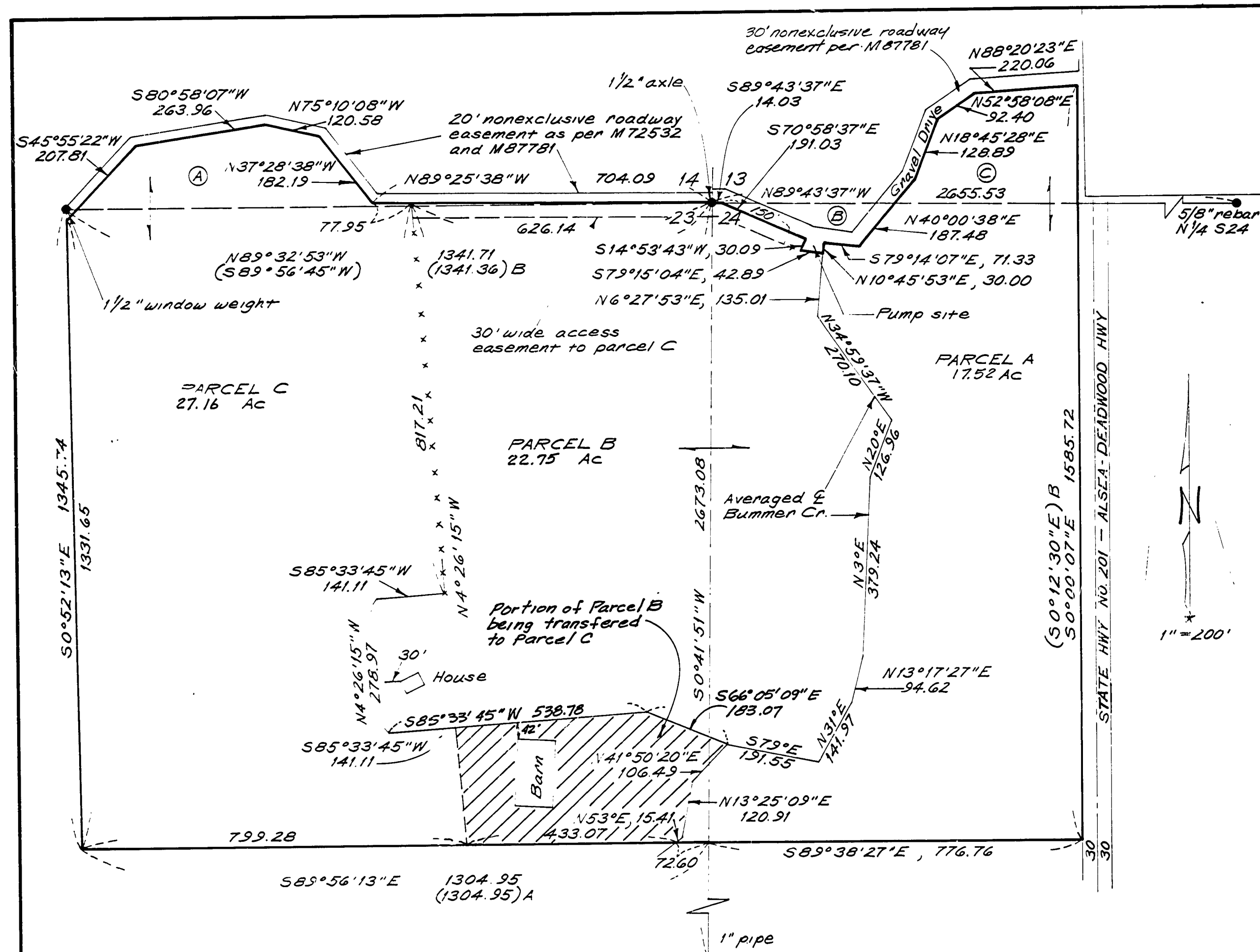
Theodore J. Langton

OREGON JULY 13, 1979 THEODORE JAMES LANGTON 1823

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Northstar Surveying Inc.
402 NW 5th St.
Corvallis, Oregon, 97330
Ph: 757-9050

MINOR LAND PARTITION PLAN for THOMAS and SUSAN RADA in SW 1/4 SEC 13, SE 1/4 SEC 14, NE 1/4 SEC 23 and NW 1/4 SEC 24, T14S, RBW, W.M. BENTON COUNTY, OREGON DECEMBER 1, 1982 SCALE: 1" = 200'



NARRATIVE

This drawing represents a compilation of several county surveys along with the field measured length of the north line of the NE 1/4 of section 23. Surveys used are Galloway 14-B#9, CS 6529 - Lemke, and CS 7446 by myself. The partition lines were field located tying existing fences and the E of the creek. Tracts A, B, and C were surveyed in CS 6529. I used the record distances from that survey, rotated bearings to mine, then forced a mathematical closure on one course. No attempt was made to analyze differences between surveys. This is not a boundary survey of the property shown. This map is an amended copy of MLP #33 (Dec. 1, 1982)

LEGEND

- Found monument as described
- Boundary of property being partitioned
- ()..... Record data
- A..... Galloway, 14-B#9
- B..... Lemke, CS 6529
- C..... Langton, CS 7446

LOT LINE ADJUSTMENT APPROVED

Carolyn Plemons 1/26/84
 Planning official date

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Theodore J. Langton

OREGON
 JULY 13, 1979
 THEODORE JAMES LANGTON
 1823

Northstar Surveying Inc.
 402 NW 5th St.
 Corvallis, Oregon, 97330
 PR: 757-9050

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LOT LINE ADJUSTMENT PLAN
 for THOMAS and SUSAN RADA
 in SW 1/4 SEC 13, SE 1/4 SEC 14,
 NE 1/4 SEC 23 and NW 1/4 SEC 24,
 T14S, R8W, W.M.
 BENTON COUNTY, OREGON
 NOVEMBER 28, 1983 SCALE: 1" = 200'
 rev 12-12-83
 1-10-84
 1-13-84

4 10 04

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711-570 48-84

AGREEMENT

This Agreement is made as of this 13th day of April, 1984, by and between Thomas Rada and Sue Rada, hereinafter referred to as "Sellers," and John Sease and Helen Sease, hereinafter referred to as "Buyers."

W I T N E S S E T H :

Whereas, the parties acknowledge that at the time of signing this agreement, the legal description of the property to be sold is Exhibit E, the description of which is attached marked Exhibit E and hereby incorporated, that the legal description of the property of Seller, Thomas Rada, is Exhibit D, the description of which is attached marked Exhibit D and hereby incorporated, and that the legal description of the property of Seller, Sue Rada, is Exhibit A, the description of which is attached marked Exhibit A and hereby incorporated, and

Whereas the parties also acknowledge that the Sellers have been approved by the Benton County Development Department for lot line adjustments, and this approval should be of record on January 20, 1984, but that at the time of the signing of this agreement, the legal descriptions incorporating these lot line adjustments have not been recorded, but whereas, the legal descriptions incorporating these lot line adjustments have been written and do describe the three parcels; therefore, the parties acknowledge that the description to Parcel B, the parcel to be sold to Buyers Seases is contained in Exhibit B, the description of which is attached, marked Exhibit B and hereby incorporated; that the description of Exhibit A, Seller Sue Rada's parcel is contained in Exhibit A, the description of which is attached, marked Exhibit A, hereby incorporated; and that the description to parcel C, Seller Thomas Rada's parcel, is contained in Exhibit C, the description of which is attached, marked Exhibit C and hereby incorporated. This Agreement is contingent on both (A) the Department of Veteran's Affairs granting a partial release from the mortgage recorded at Microfilm No. 943469 to Sellers on Parcel A and Parcel C described in Exhibit "A" and Exhibit "C" and hereby fully incorporated and (B) on Buyers entering into an agreement with the Department of Veteran's Affairs whereby Buyers will be solely liable on the mortgage recorded at Microfilm No. 943469 attributable to Parcel B, described in Exhibit "B" and hereby fully incorporated and Sellers will in no regard remain liable on this mortgage.

Sellers agree to sell their entire interest in and Buyers agree
1-Rada/Sease Agreement

RECORDED BY TRANSAMERICA TITLE 43-10548

APR 13 1984

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to purchase from Sellers for the price and on the terms and conditions set forth below that certain real property, and all improvements not specifically excepted to below thereon, described in Exhibit B, the description of which is attached, marked Exhibit B and hereby incorporated. The following personal property presently located on the premises are not part of this Agreement: the stove, refrigerator and dishwasher.

Purchase Price and Terms:

The purchase price of the property, which Buyers agree to pay, shall be the sum of One hundred fifty-five thousand five hundred (\$155,500.00). Such amount shall be paid as follows:

- a. The sum of \$250.00 which has previously been received, receipt of which is hereby acknowledged.
- b. The sum of \$54,579.00 which shall be paid upon execution hereof, \$54,329.00, of which shall be paid to Seller Susan Rada* and \$250.00, of which shall be paid to Seller Thomas Rada.*\$7,329.00 by unsecured note, the balance to be paid in cash at closing.
- c. Buyers shall assume completely and be responsible for Sellers existing indebtedness to the Department of Veteran's Affairs attributable to Parcel B, described in Exhibit B and hereby fully incorporated in the amount of \$100,671.00, recorded at microfilm no 943469.

*DMR
JR
TSR*

Driveway Agreement:

The parties acknowledge that presently there is a driveway leading to a barn consisting of 20.0 foot strip, located on the west side of Parcel B, the description of which is attached, marked Exhibit B, and hereby incorporated, which follows Little Bummer Creek. The parties desire to create and do hereby agree to create a driveway for the use of Tom Rada, ~~the description of which is attached, marked Exhibit C and hereby incorporated.~~ The parties further agree that this driveway shall exist for a term of ten (10) years from the date of this agreement. The Buyers agree to bear one half the cost of maintaining the driveway and Seller, Thomas Rada, agrees to bear one half of the cost of maintaining the driveway.**This easement is personal to Tom Rada alone. It is not intended to run with the land.

*DMR
JR
TSR*

Spring Agreement :

The parties acknowledge that presently there is a spring located on Parcel C, the description of which is attached, marked Exhibit C and hereby incorporated at Exhibit C. The parties desire to create and do hereby agree to create the right for access to this spring and for water from this spring for the use of Parcel B, the

2-Rada/Sease Agreement

APR 13 1984

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6/2/2026
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description of which is attached, marked Exhibit B. The parties further agree that this easement shall last indefinitely.

Water Agreement :

The parties acknowledge that presently there is a well located on Parcel B, the description of which is attached, marked Exhibit B and hereby incorporated. The parties desire to create and do hereby agree to create the right for access to this existing well and for water from this well for the use of Tom Rada only for the existing barn for use of livestock. **Seller, Thomas Rada, agrees to pay Buyers the sum of Five Dollars (\$5.00) per month for the use of this easement. In the event that Seller, Thomas Rada, fails to make this payment, Buyers shall have a claim for relief based on this agreement, but shall not have the right to bar him from the lawful use of this easement. **This easement is personal to Tom Rada alone. It is not intended to run with the land.

DMR TR

Timber Buffer Agreement :

The parties acknowledge that there is a timber buffer located on Parcel B and Parcel C, which is fully described in the third paragraph of Exhibit B and the third paragraph of Exhibit C, which are attached, marked Exhibit B and C, respectively, and hereby incorporated. The parties desire to create and do hereby agree to create a timber buffer for the use of both Parcel B and Parcel C, marked Exhibit B and C and hereby incorporated, within which strip of land, the timber contained thereon can only be thinned as needed, and cannot be clear-cut. The parties further agree that this mutual easement shall last indefinitely.

DMR TR

Pre-Possession Covenants :

Prior to possession by the Buyers, Seller, Thomas Rada, agrees to make the following improvements on the premises (a) installation of handrails on the stairways; (b) repair of stove pipe hole in dining room ceiling and (c) installation of pipe for kitchen stove hood.

If such improvements are not made by March 1, 1984, or not done in a workmanlike fashion, then Buyers shall have the right to have the work done by a third party or parties, the cost of which shall be immediately reimbursed to Buyers by Seller, Thomas Rada.

ESCROW:

Closing escrow agent shall be Transamerica Title. Sellers agree to pay for title insurance. ** Buyers agree to pay for recording fees. Sellers and Buyers agree to share equally the cost of preparation of

** and preparation of legal documents.

3-Rada/Sease Agreement

DMR TR

APR 13 1984

4 10 04

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6/2/2026
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~~Legal documents~~, closing, escrow, and all other expenses necessarily incurred in closing this transaction.

*J. W. A.
J. R. R.*

Conveyance:

Upon payment of the entire purchase price for the property, as provided herein, and performance by Buyers of all of the terms, conditions, and provisions hereof, Sellers shall give instructions to the escrowee to deliver to the Buyers a good and sufficient deed, which has been in escrow throughout, conveying said property free and clear of all liens and encumbrances created by Sellers, except matters contained in the usual printed exceptions in standard title insurance policies, zoning ordinances, building restrictions, taxes due and payable for the current year, reservations in federal patents and state deeds, easements, covenants, conditions, restrictions, roadways of record and the following further exceptions:

As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

As disclosed by the assessment and tax roll, the premises herein have been specially assessed as Forest Land. If the land becomes disqualified for this special assessment under the statute, an additional tax, plus interest, may be levied for the last five or lesser number of years in which the land was subject to this special land use assessment.

No liability is assumed if a financing statement is filed in the office of the County Clerk covering growing crops or fixtures wherein the land is described other than by metes and bounds, the rectangular survey system or by recorded lot and block.

This report does not include a search for financing statements filed subsequent to June 30, 1978, in the office of the Secretary of State covering crops on the lands described herein, and is subject to any encumbrances on such crops. (For the possible removal of this exception, the Seller must contact the title company and advise as to what information it will require to enable it to make a search for such encumbrances on crops.)

Any adverse claim based upon the assertion that:

- (a) Some portion of said land has been created by

4-Rada/Sease Agreement

APR 13 1984

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artificial means, or has accreted to such portion so created.

(b) Some portion of said land has been brought within the boundaries thereof by a change in location of Bummer Creek.

Such rights and easement for commerce navigation, recreation and fishery which may exist over that portion of land lying beneath the waters of Bummer Creek.

An easement created by instrument, including the terms and provisions thereof dated January 13, 1983 and recorded February 3, 1983 as M-45092-83 in favor of adjoining property to the west for access across the North 30 feet.

At closing:

(a) Seller, Thomas Rada shall pay into escrow such sum as is necessary to satisfy that certain construction lien recorded at M-50653-83, Benton County Oregon,

(b) Sellers shall execute a satisfaction of the Property Settlement Agreement filed in Benton County Oregon and that certain mortgage in favor of Citizens Bank,

(c) Seller, Thomas Rada, shall provide a satisfaction of judgment of that judgment entered in favor of Carol Lynne Rada, and

(d) Seller, Susan Rada, shall provide a satisfaction of judgment of that judgment entered in her favor.

Buyers' Certification:

Sellers make no representations or warranties as to the condition or quality of the property, nor as to the zoning for Buyers' proposed use. The Buyers certify that this agreement of purchase is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof; that no representation as to the condition or repair of said premises has been made by Sellers or by any agent of Sellers; and that Buyers take the property and improvements thereon in the condition existing at the time of this agreement. If subsequent survey of the property proves the original estimate to be inaccurate, any shortage or loss of property to the Buyers will not be grounds for rescission.

Complete Agreement:

The parties hereto acknowledge that they had previously entered 5-Rada/Sease Agreement

APR 13 1984

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into a earnest money agreement and a subsequently accepted counteroffer to this earnest money agreement. In the event any provision of this agreement of sale shall conflict with the terms and provisions of the prior agreement, the parties intend that this agreement of sale shall be controlling.

Waiver:

Failure by Sellers at any time to require performance by Buyers of any of the provisions hereof shall in no way affect Sellers' rights hereunder to enforce the same, nor shall any waiver by Sellers of any breach hereof be held to be a waiver by Sellers of any succeeding breach of the same or any other term, covenant or condition hereof.

Attorneys Fees:

In the event it becomes necessary for either party to take any legal action to enforce this agreement, it is agreed that the party prevailing shall be allowed such sum as the court may adjudge reasonable for attorneys fees for prosecution of the action and appeal, if any. In the event it becomes necessary for either party to take any legal action preliminary to a filing of suit or action to enforce the terms of this agreement, the defaulting party agrees to pay the attorneys fees of the aggrieved party.

Successors:

The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties hereto.

Severability:

Should any part, term or provision of this agreement be by the courts decided to be illegal, unconstitutional or in conflict with any law of the state of Oregon, the validity of the remaining portions or provisions of this agreement shall not be affected thereby.

Gender:

In construing this agreement, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall include the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to one or more individuals and/or corporations.

6-Rada/Sease Agreement

APR 13 1984

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Contingent upon final approval by Department of Veterans Affairs; City and County partitioning and Land Use final approvals and clarification of driveway, spring, water and timber buffer agreement to Buyers' satisfaction.

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

In Witness Whereof, the parties hereto have hereunto set their hands and seals this, the day and year first above written.

Thomas B. Rada
Thomas Rada

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Sue Rada
Sue Rada

John Sease
John Sease

Helen M. Sease
Helen Sease

SUBSCRIBED and SWORN to before me this 6th day of February, 1984.

Quinn Brunson
Notary Public for the State
of Oregon/ My Commission
expires: 7/26/87

7-Rada/Sease Agreement

APR 13 1984

Exhibit "A"

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PARCEL A

Beginning at the N 1/16 corner between Sections 23 and 24, T 14 S, R 8 W, W.M, Benton County, Oregon; thence along the south line of the NE 1/4, NE 1/4, Section 23, S 89° 56' 13" E 72.60 feet to the centerline of Bummer Creek; thence along said creek centerline with the following courses: N 53° E 15.41 feet; N 13° 25' 09" E 120.91 feet; N 41° 50' 20" E 106.49 feet; S 79° E 191.55 feet; N 31° E 141.97 feet; N 13° 17' 27" E 94.62 feet; N 3° E 379.24 feet; N 20° E 126.96 feet; N 34° 59' 37" W 270.10 feet; and N 6° 27' 53" E 135.01 feet to the southerly edge of an irrigation pump site as described in M-87781, Deed Records of Benton County; thence along said boundary N 10° 45' 53" E 30.00 feet to the southerly right-of-way line of that certain 30 foot road described in M-87781; thence along said right-of-way line S 79° 14' 07" E 71.33 feet; thence N 40° 00' 38" E 187.48 feet; thence N 18° 45' 28" E 128.89 feet; thence N 52° 58' 08" E 92.40 feet; thence N 88° 20' 23" E 220.06 feet to the westerly right-of-way line of State Highway No. 201; thence S 0° 00' 07" E 1585.72 feet to the south line of the NW 1/4, NW 1/4, Section 24; thence leaving said highway, along said south line N 89° 38' 27" W 776.76 feet to the point of beginning; containing 17.52 acres, more or less.

Subject to easements of record as described in instrument M-87781, said county deed records.

APR 13 1984

Exhibit B

Beginning at the corner common to Sections 13, 14, 23 and 24, Township 14 South, Range 8 West, Willamette Meridian, Benton County, Oregon; thence along the Southerly right of way line of that certain 30 foot roadway as described in M-87781, said county deed records, South 89°43'37" East 14.03 feet; thence South 70°58'37" East 191.03 feet to the Southerly boundary of the irrigation pump site also described in M-87781; thence along said boundary South 14°53'43" West 30.09 feet; thence South 79°15'04" East 42.89 feet to the centerline of Bummer Creek; thence along said centerline by the following Courses: South 6°27'53" West 135.01 feet; South 34°59'37" East 270.10 feet; South 20° West 126.96 feet; South 3° West 379.74 feet; South 13°17'27" West 94.62 feet; South 31° West 141.97 feet; North 79° West 191.55 feet; thence leaving said creek North 66°05'09" West 183.07 feet; thence South 85°33'45" West 538.78 feet; thence North 4°26'15" West 278.97 feet; thence North 85°33'45" East 141.11 feet; thence North 4°26'15" West 817.21 feet to the Southerly right of way line of that certain 20 foot roadway described in M-87781; thence along said right of way South 89°25'38" East 626.14 feet to the point of beginning.

Subject to a 30 foot wide access easement South of and adjacent to the following described line: Beginning at a point lying North 89°25'38" West 704.09 feet from the corner common to Sections 13, 14, 23, and 24, Township 14 South, Range 8 West, Willamette Meridian; thence South 89°25'38" East 704.09 feet to said section corner; thence along the Southerly right of way line of that certain 30 foot roadway described in M-87781, said county deed records, South 89°43'37" East 14.03 feet; thence South 70°58'37" East 150.00 feet to the terminus of this easement.

TOGETHER WITH a timber buffer strip 300 feet in width, described as follows: Beginning at a point lying North 89°25'38" West 626.14 feet from the corner common to Sections 13, 14, 23 and 24, Township 14 South, Range 8 West, Willamette Meridian, Benton County, Oregon; thence South 4°26'15" East 817.21 feet; thence South 85°33'45" West 141.11 feet to the true point of beginning; thence continuing South 85°33'45" West 300.00 feet; thence South 4°26'15" East 278.97 feet; thence North 85°33'45" East 300.00 feet; thence North 4°26'15" West 278.97 feet to the true point of beginning; within the above described strip of land, the timber contained thereon can only be thinned as needed, and can not be clear-cut.

TOGETHER WITH an easement 10 feet in width to be used as access for water rights to an existing spring that lies Westerly of the Westerly boundary 11 of the above described parcel; said easement lies 5.0 feet on each side of a line drawn at right angles from said Westerly line to said spring.

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Exhibit "C"

WILLAMETTE MERIDIAN T14S R8W

Beginning at a point lying N 89° 25' 38" W 626.14 feet from the corner common to Sections 13, 14, 23, and 24, T 14 S, R 8 W, W. M, Benton County, Oregon; said point also lying on the southerly right-of-way line of that certain 20 foot roadway as described in M-87781, Deed Records of Benton County; thence leaving said right-of-way S 4° 26' 15" E 817.21 feet; thence S 85° 33' 45" W 141.11 feet; thence S 4° 26' 15" E 278.97 feet; N 85° 33' 45" E 141.11 feet; thence S 4° 26' 15" E 250.00 feet to the south line of the NE 1/4, NE 1/4, of Section 23; thence along said south line N 89° 56' 13" W 799.28 feet to the NE 1/16 corner of said Section 23; thence along the west line of the NE 1/4, NE 1/4, of said section N 0° 52' 13" W 1331.65 feet to the southerly right-of-way line of said 20 foot roadway; thence along said right-of-way line N 45° 55' 22" E 207.81 feet; thence N 80° 58' 07" E 263.96 feet; thence S 75° 10' 08" E 120.58 feet; thence S 37° 28' 38" E 182.19 feet; thence S 89° 25' 38" E 77.95 feet to the point of beginning; containing 24.19 acres, more or less.

Together with a 30 foot wide access easement south of and adjacent to the following described line: Beginning at a point lying N 89° 25' 38" W 704.09 feet from the corner common to Sections 13, 14, 23, and 24, T 14 S, R 8 W, W. M; thence S 89° 25' 38" E 704.09 feet to said section corner; thence along the southerly right-of-way line of that certain 30 foot roadway described in M-87781, said county deed records, S 89° 43' 37" E 14.03 feet; thence S 70° 58' 37" E 150.00 feet to the terminus of said easement.

SUBJECT TO a timber buffer strip 300 feet in width, described as follows: Beginning at a point lying North 89°25'38" West 626.14 feet from the corner common to Sections 13, 14, 23 and 24, Township 14 South, Range 8 West, Willamette Meridian, Benton County, Oregon; thence South 4°26'15" East 817.21 feet; thence South 85°33'45" West 141.11 feet to the true point of beginning; thence continuing South 85°33'45" West 300.00 feet; thence South 4°26'15" East 278.97 feet; thence North 85°33'45" East 300.00 feet; thence North 4°26'15" West 278.97 feet to the true point of beginning; within the above described strip of land, the timber contained thereon can only be thinned as needed, and can not be clear-cut.

SUBJECT TO: an easement 10 feet in width to be used as access for water rights to an existing spring that lies Westerly of the Westerly boundary line of the above described parcel; said easement lies 5.0 feet on each side of a line drawn at right angles from said Westerly line to said spring.



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Exhibit D

PARCEL C

Beginning at a point lying N 89° 25' 38" W 626.14 feet from the corner common to Sections 13, 14, 23, and 24, T 14 S, R 8 W, W. M, Benton County, Oregon; said point also lying on the southerly right-of-way line of that certain 20 foot roadway as described in M-87781, Deed Records of Benton County; thence leaving said right-of-way S 4° 26' 15" E 817.21 feet; thence S 85° 33' 45" W 141.11 feet; thence S 4° 26' 15" E 278.97 feet; N 85° 33' 45" E 141.11 feet; thence S 4° 26' 15" E 250.00 feet to the south line of the NE 1/4, NE 1/4, of Section 23; thence along said south line N 89° 56' 13" W 799.28 feet to the NE 1/16 corner of said Section 23; thence along the west line of the NE 1/4, NE 1/4, of said section N 0° 52' 13" W 1331.65 feet to the southerly right-of-way line of said 20 foot roadway; thence along said right-of-way line N 45° 55' 22" E 207.81 feet; thence N 80° 58' 07" E 263.96 feet; thence S 75° 10' 08" E 120.58 feet; thence S 37° 28' 38" E 182.19 feet; thence S 89° 25' 38" E 77.95 feet to the point of beginning; containing 24.19 acres, more or less.

Together with a 30' foot wide access easement south of and adjacent to the following described line: Beginning at a point lying N 89° 25' 38" W 704.09 feet from the corner common to Sections 13, 14, 23, and 24, T 14 S, R 8 W, W. M; thence S 89° 25' 38" E 704.09 feet to said section corner; thence along the southerly right-of-way line of that certain 30 foot roadway described in M-87781, said county deed records, S 89° 43' 37" E 14.03 feet; thence S 70° 58' 37" E 150.00 feet to the terminus of said easement.

Subject to easements of record as described in instrument No. M-87781, said county deed records.

APR 13 1984

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Exhibit "B"

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PARCEL B

Beginning at the corner common to Sections 13, 14, 23, and 24, T 14 S, R 8 W, W. M., Benton County, Oregon; thence along the southerly right-of-way line of that certain 30 foot roadway as described in M-87781, said county deed records, S 89° 43' 37" E 14.03 feet; thence S 70° 58' 37" E 191.03 feet to the southerly boundary of the irrigation pump site also described in M-87781; thence along said boundary S 14° 53' 48" W 30.09 feet; thence S 79° 15' 04" E 42.89 feet to the centerline of Burner Creek; thence along said creek centerline by the following courses: S 6° 27' 53" E 135.01 feet; S 34° 59' 37" E 270.10 feet; S 20° W 126.96 feet; S 3° W 379.74 feet; S 13° 17' 27" W 94.62 feet; S 31° W 141.97 feet; N 79° W 191.55 feet; S 41° 50' 20" W 106.49 feet; S 13° 25' 09" W 120.91 feet; and S 53° W 15.41 feet; thence leaving said creek along the south line of the NE 1/4, NE 1/4, of

Section 23, N 89° 56' 13" W 433.07 feet; thence leaving said line N 4° 26' 15" W 250.00 feet; thence S 85° 33' 45" W 141.11 feet; thence N 4° 26' 15" W 278.97 feet; thence N 85° 33' 45" E 141.11 feet; thence N 4° 26' 15" W 817.21 feet to the southerly right-of-way line of that certain 20 foot roadway described in M-87781; thence along said right-of-way S 89° 25' 38" E 626.14 feet to the point of beginning; containing 25.72 acres, more or less.

Together with a 30 foot wide access easement south of and adjacent to the following described line: Beginning at a point lying N 89° 25' 38" W 704.09 feet from the corner common to Sections 13, 14, 23, and 24, T 14 S, R 8 W, W. M.; thence S 89° 25' 38" E 704.09 feet to said section corner; thence along the southerly right-of-way line of that certain 30 foot roadway described in M-87781, said county deed records, S 89° 43' 37" E 14.03 feet; thence S 70° 58' 37" E 150.00 feet to the terminus of said easement.

Subject to easements of record as described in instrument No. M-87781, said county deed records.

APR 13 1984

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STATE OF OREGON } ss. 50383
County of Benton }

I hereby certify that the within
instrument was received for record
APR 13 PM 4 54

and assigned No 57048 1984

In the Microfilm records of said county
Witness My Hand and Seal of County Affixed

DANIEL G. BURK
DIRECTOR OF RECORDS & ELECTIONS

By *Margaret R. Anthony*
DEPUTY

APR 13 1984

