



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

# Application for a Permit to Use Surface Water

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "n/a." Please read and refer to the instructions when completing your application. A summary of review criteria and procedures that are generally applicable to these applications is available at [www.wrd.state.or.us/OWRD/PUBS/forms.shtml](http://www.wrd.state.or.us/OWRD/PUBS/forms.shtml).

## 1. APPLICANT INFORMATION

### A. Applicants

Applicant: GIENN & SUSANNE HOWARD  
First Last

Mailing Address: 1970 GARRIS LN N.W.  
McMINNVILLE OREGON 97128  
City State Zip

Phone: 503-474-2741 Cell 971-237-5700  
Home Work Other

\*Fax: 503-435-0961 \*Email Address: \_\_\_\_\_

### B. Organizations

(Corporations, associations, firms, partnerships, joint stock companies, cooperatives, public and municipal corporations)

Name of Organization: N/A

Name and Title of Person Applying: \_\_\_\_\_

Mailing Address or Organization: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone : \_\_\_\_\_  
Day Evening

\*Fax: \_\_\_\_\_ \*Email Address: \_\_\_\_\_

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\*Optional

For Department Use		
App. No. <u>S-87356</u>	Permit No. _____	Date _____

2. SOURCE AND PROPERTY OWNERSHIP

A. The Proposed Source of Water

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

Source 1: <u>UNNAMED</u>	Tributary to: <u>BAKER CREEK</u>
Source 2: <u>FALCON GLEN</u>	Tributary to: <u>BAKER CREEK</u>
Source 3: _____	Tributary to: _____
Source 4: _____	Tributary to: _____

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

APPLICATION FILE NUMBER R-87048

B. Applications to Use Stored Water

Complete this section if any source listed in item 2A above is stored water.

Do you, or will you, own the reservoir(s) described in item 2A above?

Yes

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

If all sources listed in item 2A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

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

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

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**C. 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 3 'Water Use')

There are no encumbrances

This land is encumbered by easements, rights of way, roads or other encumbrances (please provide a copy of the recorded deed(s) )

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).

You must provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map. **TAX LOT 1004 TOWNSHIP 4S RANGE 5W SECTION 16**

List the names and mailing addresses of all affected landowners.

**3. WATER USE**

Please read the instruction booklet for more details on "type of use" definitions, how to express how much water you need and how to identify the water source you propose to use. You must fill out a supplemental form for some uses as they require specific information for that type of use.

**A. Type(s) of Use(s)**

See list of beneficial uses provided in the instructions.

- If your proposed use is **domestic**, indicate the number of households to be supplied with water: \_\_\_\_\_
- If your proposed use is **irrigation**, please attach **Form I**
- If your proposed use is **mining**, attach **Form R**
- If your proposed use is **municipal or quasi-municipal**, attach **Form M**
- If your proposed use is **commercial/industrial**, attach **Form Q**

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**B. Amount of Water**

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):

(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

Source	Type of use	Amount
FALCON GLEN RESERVOIR	IRRIGATION	12 <input type="radio"/> cfs <input type="radio"/> gpm <input checked="" type="radio"/> af
UNNAMED STR.	MAINTENANCE	50 <input type="radio"/> cfs <input checked="" type="radio"/> gpm <input type="radio"/> af
		<input type="radio"/> cfs <input type="radio"/> gpm <input type="radio"/> af
		<input type="radio"/> cfs <input type="radio"/> gpm <input type="radio"/> af

**C. Period of Use**

Indicate the time of year you propose to use the water: MAY 1 TO OCTOBER 31  
 (For seasonal uses like irrigation give dates when water use would begin and end, e.g. March 1-October 31.)

If you will be applying water to land, indicate the total number of acres where water will be applied or used: 20.40 CH 1128-08  
18.73 ACRES  
 (This number should be consistent with your application map.)

**4. WATER MANAGEMENT**

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**A. Diversion**

What method will you use to divert water from the source?

Pump (give horsepower and pump type): \_\_\_\_\_

Head-gate (give dimensions): \_\_\_\_\_

other means (describe): 3" PVC PIPE - GRAVITY FLOW WITH REDUCTION TO 2" PVC PIPE

**B. Monitoring**

How will you monitor your diversion to be sure you are within the limits of your water right (allowed rate and duty) and you are not wasting water?

Weir

Meter

Periodic Sampling

other means (describe): WATER TANK CAPACITY & CONTROL OF DISTRIBUTION

**C. Transport**

How will you transport water to your place of use?

- Ditch or canal (give average width and depth):

Width \_\_\_\_\_ Depth \_\_\_\_\_

Is the ditch or canal to be lined?  Yes  No

- Pipe (give diameter and total length):

Diameter \_\_\_\_\_ Length \_\_\_\_\_

- other, describe: WATER TANK

**D. Application/Distribution Method**

What equipment will you use to apply water to your place of use?

HAND LINES AND DRIP SYSTEM

Irrigation or land application method (check all that apply):

- Flood  High pressure sprinkler  Low pressure sprinkler  
 Drip  Water Cannons  Center pivot system  
 Hand Lines  Wheel Lines  
 Siphon tubes or gated pipe with furrows  
 other, describe: \_\_\_\_\_

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Distribution method

- Direct pipe from source  In-line storage (tank or pond)  Open Canal

**E. Conservation**

What methods will you use to conserve water? Why did you choose this distribution or application method? Have you considered other methods to transport, apply, distribute or use water? For example, if you are using sprinkler irrigation rather than drip irrigation, explain. If you need additional space, attach a separate sheet.

DIRECT CONTROL OF WATER PER PLANT

## 5. RESOURCE PROTECTION

### A. Protection Practices

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

- Diversion will be screened to prevent uptake of fish and other aquatic life. Describe planned actions:

THE DIVERSION INTAKE WILL BE FITTED WITH A 1/4" X 1/4" MESH SCREEN TO PREVENT THE ENTRANCE OF FOREIGN OBJECTS. THERE ARE NO FISH IN THE STREAM WHICH IS CREATED BY A NEARBY SPRING.

- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas. Describe planned actions:

THERE WILL BE VERY LITTLE OR NO EXCAVATION OR CLEARING ALONG THE STREAM. THE DIVERSION PIPE WILL BE A GROUND LEVEL ALONG THE BANK.

- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe:

THERE WILL NOT BE ANY EQUIPMENT OPERATING IN OR NEAR THE STREAM SINCE THE INTAKE WILL BE GRAVITY FEED. THERE WILL BE A PUMP AT THE RESERVOIR SITE WHICH IS LOCATED 875' FROM THE INTAKE.

- Water quality will be protected by preventing erosion and run-off of waste or chemical products. Describe: N/A

- Other:

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**6. PROJECT SCHEDULE**

Indicate the anticipated dates that the following construction tasks should begin. If construction has already begun, or is completed, please indicate that date.

Proposed date construction will begin: MARCH 15, 2009

Proposed date construction will be completed: April 15, 2009

Proposed date beneficial water use will begin: MAY 1, 2009

**7. REMARKS**

*If you would like to clarify any information you have provided in the application, please do so here and reference the specific application question you are addressing.*

*MEMO ATTACHED*

**8. MAP REQUIREMENTS**

The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section, and quarter/quarter section of the proposed points of diversion and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

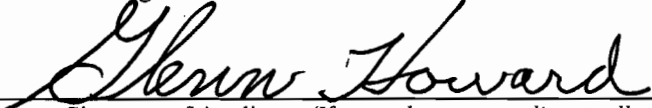
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## 9. SIGNATURE

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 packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- 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 canceled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit to me, I may have to stop using water to allow senior water right holders to get water they are entitled to, and

I swear that all information provided in this application is true and correct to the best of my knowledge:

  
Signature of Applicant (If more than one applicant, all must sign.)

  
Name of Applicant

11-24-08  
Date

11-24-08

Before you submit your application be sure you have:

- Answered each question completely.
- Attached a legible map which includes township, range, section, quarter/quarter and tax lot number.
- Included a Land Use Information Form or receipt stub signed by a local official.
- Included the legal description of all the property involved with this application. You may supply a copy of the deed, land sales contract, or title insurance policy, to meet this requirement.
- Included a check payable to the Oregon Water Resources Department for the appropriate amount. The Department's fee schedule can be found at [www.wrd.state.or.us](http://www.wrd.state.or.us) or call (503) 986-0900.

**WRD on the web:**  
[www.wrd.state.or.us](http://www.wrd.state.or.us)

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Oregon Water Resources Department

FORM I

FOR IRRIGATION WATER USE

1. Please indicate whether you are requesting a primary or supplemental irrigation water right.

Primary  Supplemental

If supplemental, please indicate the number of acres that will be irrigated for each type of use.

Primary: 29.40 <sup>G.H. 11-28-04</sup>  
~~18.72~~ Acres

Secondary: \_\_\_\_\_ Acres

List the permit or certificate number of the primary water right: No. R-87048

2. Please list the anticipated crops you will grow and whether you will be irrigating them for a full or partial season:

1. GRAPES  Full season  Partial season (from: MAY to NOV)

2. \_\_\_\_\_  Full season  Partial season (from: \_\_\_\_\_ to \_\_\_\_\_)

3. \_\_\_\_\_  Full season  Partial season (from: \_\_\_\_\_ to \_\_\_\_\_)

4. \_\_\_\_\_  Full season  Partial season (from: \_\_\_\_\_ to \_\_\_\_\_)

3. Indicate the maximum total number of acre-feet you expect to use in an irrigation season:

2 acre-feet

(1 acre-foot equals 12 inches of water spread over 1 acre, or 43,560 cubic feet, or 325,851 gallons.)

4. How will you schedule your applications of water? Will you be applying water in the evenings, twice a week, daily?

Daily during daytime hours

Daily during nighttime hours

Two or three times weekly during daytime

Two or three times weekly during nighttime

Weekly, during daytime hours

Weekly, during nighttime hours

Other, explain: \_\_\_\_\_

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WATER RESOURCES DEPT  
SALEM, OREGON

## STATE OF OREGON

## COUNTY OF YAMHILL

## PERMIT TO CONSTRUCT A RESERVOIR AND STORE PUBLIC WATERS

THIS PERMIT IS HEREBY ISSUED TO:

GLENN AND SUSANNE F. HOWARD  
1970 NW GARRIS LANE  
MCMINNVILLE OR 97128

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The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: R-87048

SOURCE OF WATER: RUNOFF, TRIBUTARY TO BAKER CREEK

STORAGE FACILITY: FALCON GLEN

MAXIMUM VOLUME: 8.0 ACRE FEET

DATE OF PRIORITY: NOVEMBER 29, 2007

WATER MAY BE APPROPRIATED DURING THE PERIOD:

Use	Period
Multiple Purpose	October 1 - June 30

**Dam Location/Authorized Point of Diversion:**

Twp	Rng	Mer	Sec	Q-Q	Survey Coordinates
4 S	5 W	WM	16	NE NW	475 FEET SOUTH AND 2500 FEET EAST FROM NW CORNER, SECTION 16

**The Area To Be Submerged:**

Twp	Rng	Mer	Sec	Q-Q
4 S	5 W	WM	16	NE NW

**Measurement, recording and reporting conditions:**

- A. The Director may require the permittee to install a staff gage or other suitable measuring device(s) as approved by the Department. If the Director notifies the permittee to install a measuring device(s), the permittee shall install such devices within the period stated in the notice. Such installation period shall not be less than 90 days unless special circumstances warrant a shorter installation period. Once installed, the permittee shall maintain the devices in good working order and shall allow the Watermaster access to the devices. The Director may provide an opportunity for the permittee to submit alternative measurement procedures for review and approval.
- B. The Director may require the permittee to keep and maintain a record of the amount (volume) of water used, and may require the permittee to report water use on a periodic schedule as established by the Director. In addition, the Director may require the permittee to report general water-use information, the periods of water use and the place and nature of use of water under the permit. The Director may provide an opportunity for the permittee to submit alternative reporting procedures for review and approval.

The storage of water allowed herein is subject to the installation and maintenance of an outlet pipe, or the provision of other means to evacuate water when determined necessary by the Water Resources Director to satisfy prior downstream rights.

The permittee shall pass all live flow outside the storage season described above.

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.

The permittee shall not construct, operate or maintain any dam or artificial obstruction to fish passage in the channel of the subject stream without providing a fishway to ensure adequate upstream and downstream passage for fish, unless the permittee has requested and been granted a fish passage waiver by the Oregon Fish and Wildlife Commission. The permittee is hereby directed to contact an Oregon Department of Fish and Wildlife Fish Passage Coordinator, before beginning construction of any in-channel obstruction.

This permit does not provide for the appropriation of water for out-of-reservoir uses, the maintenance of the water level or maintaining a suitable freshwater condition. If any water is used for out-of-reservoir purposes, or any live flow is appropriated to maintain either the water level or a suitable freshwater condition, a secondary water right is required.

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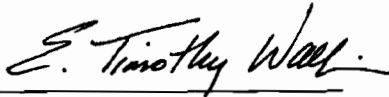
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**STANDARD CONDITIONS**

1. Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.
2. This permit is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.
3. By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.
4. The use of water allowed herein may be made only at times when sufficient water is available to satisfy all prior rights, including prior rights for maintaining instream flows.
5. This permit does not allow unauthorized inundation of property not under the ownership of the permit holder.
6. 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 Chapter 635, Division 415, Section 030 adopted November 13, 1991 shall be followed.
7. The use may be restricted if the quality of the source stream or downstream waters decreases to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.
8. If the volume of the completed reservoir is 9.2 acre feet or more and a dam is used to impound the water, the height of the dam shall be less than 10.0 feet.

9. The reservoir shall be filled and complete application of the stored water to the use shall be made on or before October 1, 2012.
10. Within one year after complete application of water to the proposed use, the permittee shall submit a claim of beneficial use to the Oregon Water Resources Department.
11. The claim of beneficial use shall be prepared by a Certified Water Right Examiner in conformance with the requirements of OAR 690-014 if an associated secondary permit exists for the use of stored water under this permit, or if the reservoir capacity is equal to or greater than 9.2 acre-feet.
12. If no secondary permit exists and the reservoir capacity is less than 9.2 acre-feet of water, the claim of beneficial use need not be prepared by a Certified Water Right Examiner. The information submitted to the Oregon Water Resources Department shall include:
  - a. the dimensions of the reservoir;
  - b. the maximum capacity of the reservoir in acre-feet; and
  - c. a map identifying the location of the reservoir prepared in compliance with Water Resource Department standards.

Issued APRIL 7, 2008.



for Phillip C. Ward, Director  
Water Resources Department

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② YAMHILL COUNTY  
PLANNING  
5-87356

**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 proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): 402 OF Y.C. 2.0

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

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

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

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

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✓ Name: Martin Chyrost-Masin Title: ASSOCIATE PLANNER  
✓ Signature: [Signature] Phone: (503) 434-7516 Date: 11-12-08  
✓ Government Entity: YAMHILL COUNTY

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

**Receipt for Request for Land Use Information**

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



S-07356

### Oregon Water Resources Department Land Use Information Form

THIS FORM IS NOT REQUIRED IF: 1) water is to be diverted, conveyed, and/or used only on federal lands; or 2) the application is for a water-right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply: a) only the place of use is proposed for change, b) there are no structural changes, c) the use of water is for irrigation, and d) the use is located in an irrigation district or exclusive farm-use zone.

Applicant Name: GLENN HOWARD  
Mailing Address: 1970 GARRIS LANE N.W.  
City: McMINNVILLE State: OR Zip: 97128 Day Phone: 503-474-2741

This application is related to a Measure 37 claim.  Yes  No

#### A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), or used. 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	1/4 1/4	Tax Lot #	Plan Designation (e.g. Rural Residential/RR-5)	Water to be:	Proposed Land Use:
<u>4S</u>	<u>5W</u>	<u>16</u>	<u>NE</u>	<u>46795</u>		<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	<u>VINEYARD</u>
				<u>1004</u>	<u>EF-40(AFLH)</u>	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<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, or used. Yamhill

#### B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 2  cubic feet per second  gallons per minute  acre-feet

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

Briefly describe: WATER WILL BE USED TO IRRIGATE VINEYARD

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

#### Receipt for Request for Land Use Information

State of Oregon  
Water Resources Department  
725 Summer Street NE, Suite A  
Salem, OR 97301-1266



# Oregon

Theodore R. Kulongoski, Governor

**Water Resources Department**  
North Mall Office Building  
725 Summer Street NE, Suite A  
Salem, OR 97301-1266  
503-986-0900  
FAX 503-986-0904

## NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdictions where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you.

## NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan.

Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan.

Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

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SALEM, OREGON

APPLICATION FOR IRRIGATION FROM FALCON GLEN RESERVOIR  
AND WATER DIVERSION FROM UNNAMED STREAM.

The Existing Falcon Glen Reservoir, Application File No R-87048, is filled by runoff during the fall and winter months. This application for irrigation from the Falcon Glen Reservoir includes diverting water from the unnamed stream which will maintain the reservoir at full level during the summer months when irrigation takes place, assuring there will be sufficient water if needed for fire suppression.

Water will be diverted from the unnamed stream at a point 875 feet north north-east of the existing reservoir and is indicated on the map as point 1. The water will be diverted through a 3 inch PVC pipe for the first 100 feet, then reduced to 2.5 inches for the next 775 feet to the reservoir.

This diversion will be gravity feed therefore no electrical or mechanical means will be required to transport the water.

The intake at point 1 will be covered with ¼ inch mesh in order to protect and prevent the entrance of any aquatic life. The stream originates from a spring and flows into Baker Creek.

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There are several falls of 3-4 feet on the route to Baker Creek, thus there are no fish in the part of this stream that crosses tax lot 1004.

The PVC pipe will be laid along side the stream for the first 400 feet, therefore no excavation or stream disturbance will occur.

From this point the pipe will leave the stream and be angled south-southwest from the stream for 475 feet to the reservoir.

This portion will be buried. There will be a cutoff valve in the line to stop the flow of water if needed.

The Water diverted from the stream to the reservoir will keep the reservoir at full capacity during the summer irrigation season with the excess water exiting through the overflow and returning to the unnamed stream.

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**EXHIBIT "A"****Legal Description:**

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West, Yamhill County, Oregon, and being described as follows:

BEGINNING at an iron pipe at the Southwest corner of the East one-half of said Berry Donation Land Claim; thence North 30° 12' 53" West, 1992.99 feet to an iron rod at the TRUE POINT OF BEGINNING; thence South 85° 22' 50" East, 169.52 feet to an iron rod; thence North 14° 04' 35" East, 1395.65 feet to an iron rod on the North line of said Garris tract; thence South 89° 16' 30" East, 459.23 feet to an iron rod in the existing fenceline at the Northeast corner of said Garris tract; thence along the East line of said Garris tract the following courses: 1) South 00° 32' 30" West, 647.89 feet; 2) South 00° 19' 30" East, 432.04 feet; 3) South 01° 47' West, 271.70 feet; 4) South 00° 44' West, 232.45 feet to a point that bears North 88° 22' East, 33 feet from an iron rod set at a fence corner; thence leaving said East line South 88° 22' West, 33 feet to said iron rod; thence South 88° 22' West, 27.46 feet to an iron rod at an angle in a fenceline; thence South 75° 39' West, 401.05 feet to an iron rod at a fence corner; thence South 02° 36' West, 59.74 feet to an iron rod; thence South 22° 19' West, 54.14 feet to an iron rod; thence North 77° 41' 30" West, 494.48 feet to an iron rod; thence continuing North 77° 41' 30" West, 12.92 feet to a point that is South 02° 31' West from the TRUE POINT OF BEGINNING; thence North 02° 31' East, 352.67 feet to the TRUE POINT OF BEGINNING.

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ISSUED BY  
TRANSNATION TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE



**Transnation**  
A LANDAMERICA COMPANY

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POLICY NUMBER

**A38-272211**

**NOV 28 2008**

WATER RESOURCES DEPT  
SALEM, OREGON

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

**IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

**TRANSNATION TITLE INSURANCE COMPANY**

Attest:

*Wm. Chadwick Perrine*

Secretary



By:

*Janet A. Albert*

President

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

# CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

## 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

## 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**SCHEDULE A**

Order No.: **151741**

Policy No.: **A38-272211**

Date of Policy: **May 29, 2001 at 2:28 pm**

Amount of Insurance: \$ **23,000.00**

Fee: **\$175.00**

1. Name of Insured:

**SUSANNE F. HOWARD**

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2. The estate or interest in the land described in this Schedule is:

**FEE SIMPLE**

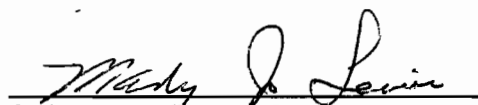
3. The estate or interest in the land which is covered by this policy is, at the date hereof, vested in:

**SUSANNE F. HOWARD, fee simple estate**

4. The land referred to in this policy is described as follows:

**FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO.**

Countersigned:

  
Authorized Officer or Agent

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This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easements, not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
6. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion, national origin, or physical or mental handicap, imposed by instrument, including the terms thereof,
 

Recorded:	September 25, 1987
Film Volume:	216
Page:	1725
7. An easement, created by instrument, including the terms and provisions thereof,
 

Recorded:	September 25, 1987
Film Volume:	216
Page:	1728
In Favor of:	Adjoining property owners
For:	Ingress, egress and utilities
8. An easement, created by instrument, including the terms and provisions thereof,
 

Recorded:	January 12, 1988
Film Volume:	219
Page:	993
In Favor of:	Adjoining property owners
For:	Ingress, egress and utilities
9. An easement, created by instrument, including the terms and provisions thereof,
 

Dated:	August 31, 1988
Recorded:	August 31, 1988
Film Volume:	225
Page:	1252
In Favor Of:	Adjoining property owners
For:	Ingress, egress and utilities
Over:	The Easterly 33 feet

- 10. An easement, created by instrument, including the terms and provisions thereof,  
 Dated: August 31, 1988  
 Recorded: August 31, 1988  
 Film Volume: 225  
 Page: 1255  
 In Favor Of: Adjoining property owners  
 For: Ingress, egress and utilities  
 Over: The Northerly 60 feet

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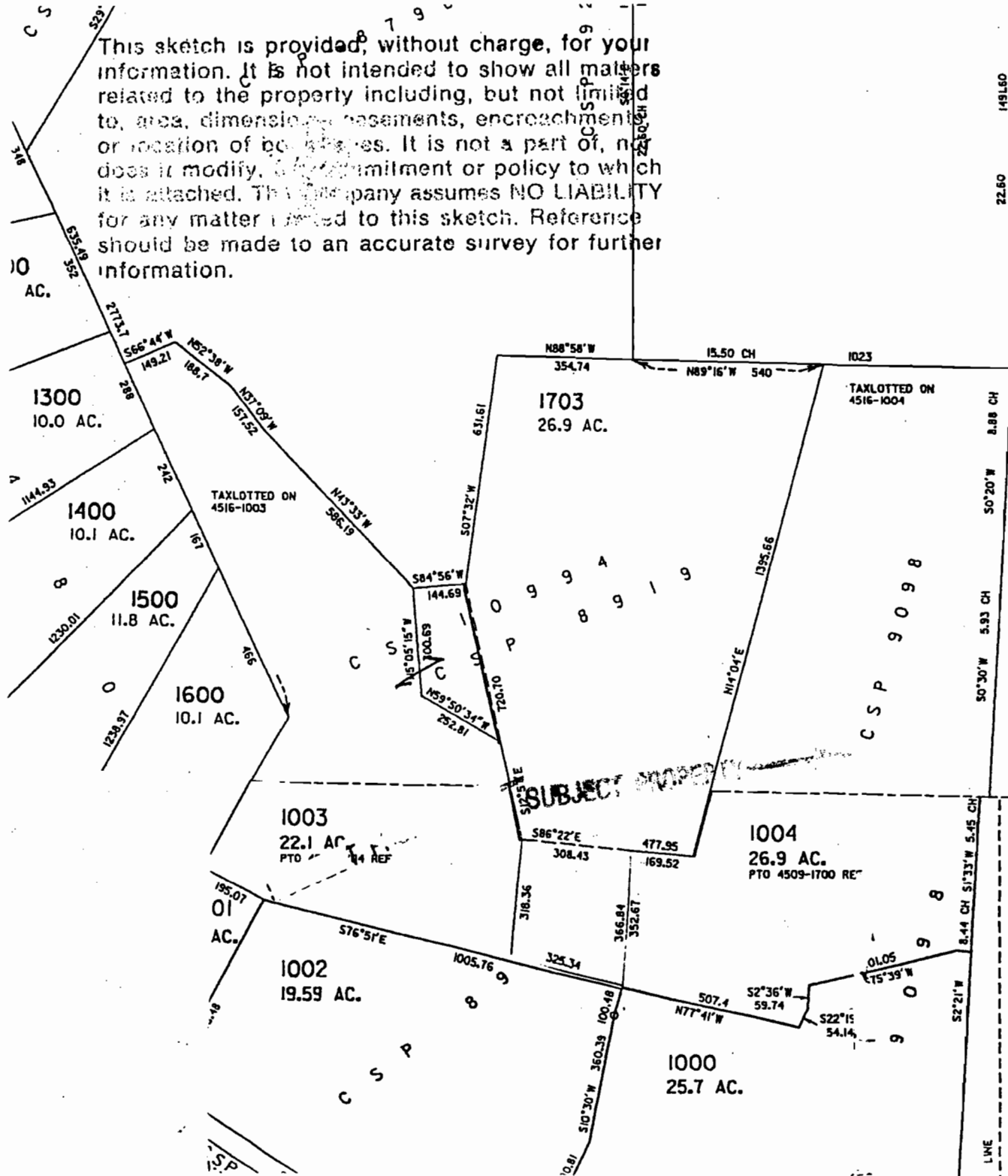
- 11. Easements, created by instrument, including the terms and provisions thereof,  
 Dated: August 5, 1994  
 Recorded: February 28, 1996  
 Instrument No.: 199603004  
 In favor of: Eldon Garris, Betty A. Garris, Jerry J. Garris and Faye Garris  
 For: Ingress, egress and utilities

- 12. The terms and provisions of appurtenant easements and maintenance, as contained in instrument,  
 Recorded: February 28, 1996  
 Instrument No.: 199603004

13. 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 affect for the land.

14. 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.

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**7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. APPORTIONMENT.**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

**9. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

**11. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

**12. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

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ALTA Owner's Policy (10-17-92)  
Cover Page  
Form 1100 50

(Continued)

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

**14. ARBITRATION**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

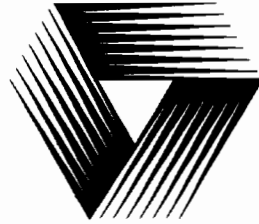
**16. SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**17. NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

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SALEM, OREGON



**OWNER'S POLICY  
OF TITLE INSURANCE  
(10-17-92)**

AMERICAN LAND TITLE ASSOCIATION

ISSUED BY  
TRANSNATION TITLE INSURANCE COMPANY

**YAMHILL COUNTY TITLE  
& ESCROW, INC.**

**1215 N.E. Baker  
P.O. Box 628  
McMinnville, Oregon 97128  
(503) 472-3154**

**A WORD OF THANKS .....**

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Transnation Title Insurance Company.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department

**Transnation  
Title Insurance Company**

P.O. Box 27567  
Richmond, Virginia 23261-7567  
TOLL FREE NUMBER: 1-800-446-7086

# **YAMHILL COUNTY TITLE & ESCROW, INC.**

P.O. Box 628 • 1215 N.E. Baker • McMinnville, OR 97128 • Tel. (503) 472-3154 • FAX (503) 472-8664

## **PRIVACY POLICY NOTICE**

Dear Yamhill County Title & Escrow, Inc. Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and
- Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

No response to this notice is required, but if you have questions, please write to us:

Yamhill County Title & Escrow, Inc.  
 PO Box 628  
 McMinnville OR 97128

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 NOV 28 2008  
 WATER RESOURCES DEPT  
 SALEM, OREGON

# LANDAMERICA

## PRIVACY POLICY NOTICE

Dear LandAmerica Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

The statement attached to or on the reverse side of this letter is the privacy policy of the LandAmerica family of companies. The three largest members of the family – Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company – may issue policies and handle real estate closings in virtually every part of the country. A number of other companies in the family provide other real estate services, and some operate more locally. You may review a list of LandAmerica companies on our website ([www.landam.com](http://www.landam.com)). You may also visit our website for an explanation of our privacy practices relating to electronic communication.

Our concern with the protection of your information has been a part of our business since 1876, when the company that is now Commonwealth Land Title Insurance Company issued its first policy. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

LandAmerica Privacy  
P.O. Box 27567  
Richmond, VA 23261-7567.

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SALEM, OREGON

LandAmerica Companies

**Title Insurance Companies:** Commonwealth Land Title Insurance Company, Commonwealth Land Title Insurance Company of New Jersey, Industrial Valley Title Insurance Company, Land Title Insurance Company, Lawyers Title Insurance Corporation, Title Insurance Company of America, Transnation Title Insurance Company, Transnation Title Insurance Company of New York

**Relocation and Mortgages:** Commonwealth Relocation Services, CRS Financial Services, Inc., LandAmerica Account Servicing, Inc.

**Title Agents:** Austin Title Company, ATACO, Inc., Albuquerque Title Company, Atlantic Title & Abstract Company, Brighton Title Services Company, Capitol City Title Services, Inc., CFS Title Insurance Agency, Charleston Title Agency; Charter Title Company of Fort Bend, Galveston, and Sugarland; Commercial Settlements, Inc., Commonwealth Land Title Company; Commonwealth Land Title Company of Austin, Dallas, Fort Worth, Houston, Washington, Congress Abstract Corp., Cornerstone Residential Title, Cumberland Title Company, First Title & Escrow, Inc., Gulf Atlantic, Harbour Title, HL Title Agency, Lawyers Title Company; Lawyers Title of Arizona, El Paso, Galveston, Nevada, Pueblo, San Antonio, Lawyers Title Settlement Company, Lion Abstract, Longworth Insured, Louisville Title Agency of Central Ohio, Lorain County Title Company, M/I Title Agency, NIA/ Lawyers Title Agency, Oregon Title, Park Title, Partners Title Company, Pikes Peak Title Services, RE/Affirm Title Agency, Rainier Title Company, Residential Abstract, Residential Title, Rio Rancho Title, Texas Title Company, Title Transfer Service, Inc., TransOhio Residential Title Agency, Transnation Title & Escrow, Union Title Agency, University Title Services, Wilson Title Company

**Appraisals and Ancillary Services:** LandAmerica OneStop, Inc.

## LANDAMERICA PRIVACY POLICY

*What kinds of information we collect.* Most of LandAmerica's business is title insurance, but there are companies in our family that provide other real estate services to consumers. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. Our title insurance companies then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

*How we use this information.* The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

*How we protect your information.* We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

*Agents that may be covered by this policy.* Often, your transaction goes through a title insurance agent. Agents that are part of the LandAmerica family are covered by this policy. **Agents that are not part of the LandAmerica family may specifically, in writing, adopt our policy statement.**

EXHIBIT "A"

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West, Yamhill County, Oregon, and being described as follows:

BEGINNING at an iron pipe at the Southwest corner of the East one-half of said Berry Donation Land Claim; thence North 30° 12' 53" West, 1992.99 feet to an iron rod at the TRUE POINT OF BEGINNING; thence South 85° 22' 50" East, 169.52 feet to an iron rod; thence North 14° 04' 35" East, 1395.65 feet to an iron rod on the North line of said Garris tract; thence South 89° 16' 30" East, 459.23 feet to an iron rod in the existing fenceline at the Northeast corner of said Garris tract; thence along the East line of said Garris tract the following courses: 1) South 00° 32' 30" West, 647.89 feet; 2) South 00° 19' 30" East, 432.04 feet; 3) South 01° 47' West, 271.70 feet; 4) South 00° 44' West, 232.45 feet to a point that bears North 88° 22' East, 33 feet from an iron rod set at a fence corner; thence leaving said East line South 88° 22' West, 33 feet to said iron rod; thence South 88° 22' West, 27.46 feet to an iron rod at an angle in a fenceline; thence South 75° 39' West, 401.05 feet to an iron rod at a fence corner; thence South 02° 36' West, 59.74 feet to an iron rod; thence South 22° 19' West, 54.14 feet to an iron rod; thence North 77° 41' 30" West, 494.48 feet to an iron rod; thence continuing North 77° 41' 30" West, 12.92 feet to a point that is South 02° 31' West from the TRUE POINT OF BEGINNING; thence North 02° 31' East, 352.67 feet to the TRUE POINT OF BEGINNING.

YCT&E 845-2-4-8

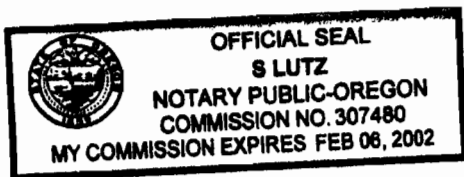
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WATER RESOURCES DEPT  
SALEM, OREGON

State of Oregon, County of Yamhill) ss.

This instrument was acknowledged before me on May 25, 2001, by Gail A. Galen.



A handwritten signature in cursive script, appearing to read "S Lutz", written over a horizontal line.

Notary Public for Oregon  
My commission expires: 02/06/02

NN

OFFICIAL YAMHILL COUNTY RECORDS 587356  
CHARLES STERN, COUNTY CLERK



\$36.00

200108304 2:28:07 PM 5/29/2001

DMR-DDMR Cnt=1 Stn=3 SUSAN  
\$15.00 \$10.00 \$11.00

PETER AND GAIL A. GALEN

Grantor's Name and Address  
SUSANNE F. HOWARD

Grantee's Name and Address

After recording, return to (Name, Address, Zip):  
SUSANNE F. HOWARD

Until requested otherwise, send all tax statements to (Name, Address, Zip):  
SUSANNE F. HOWARD

1970 NW GARRIS LANE  
McMinnville OR 97128

SPACE RESERVED  
FOR  
RECORDER'S USE

and/or as fee/file/instrument/microfilm/reception  
No. \_\_\_\_\_, Records of said County.

Witness my hand and seal of County affixed.

NAME TITLE

By \_\_\_\_\_, Deputy.

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that PETER GALEN and GAIL A. GALEN

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto SUSANNE F. HOWARD

hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in YAMHILL County, State of Oregon, described as follows, to-wit:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

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SALEM, OREGON

SUBJECT TO EXHIBIT "B"

THE PROPERTY DESCRIBED HEREIN HAS BEEN ASSESSED UNDER FARM AND/OR FOREST TAX DEFERRAL. DISQUALIFICATION MAY RESULT IN ADDITIONAL TAXES AND INTEREST BEING LEVIED.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0 - . However, the actual consideration consists of or includes other property or value given or promised which is  part of the  the whole (indicate which) consideration. (The sentence between the symbols ®, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument on MAY 24, 2001; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

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.

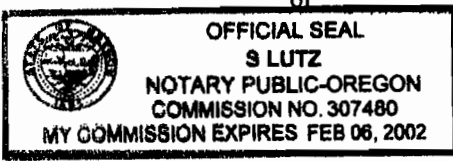
Peter Galen  
Gail A. Galen

STATE OF OREGON, County of Yamhill

This instrument was acknowledged before me on MAY 24, 2001 by Peter Galen

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_



S Lutz  
Notary Public for Oregon  
My commission expires 2-06-02

EXHIBIT "B"

1. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion, national origin, or physical or mental handicap, imposed by instrument, including the terms thereof,  
 Recorded: September 25, 1987  
 Film Volume: 216  
 Page: 1725

2. An easement, created by instrument, including the terms and provisions thereof,  
 Recorded: September 25, 1987  
 Film Volume: 216  
 Page: 1728  
 In Favor of: Adjoining property owners  
 For: Ingress, egress and utilities  
 Over: The West 15 feet  
 (Affects Parcel II)

3. An easement, created by instrument, including the terms and provisions thereof,  
 Recorded: January 12, 1988  
 Film Volume: 219  
 Page: 993  
 In Favor of: Adjoining property owners  
 For: Ingress, egress and utilities  
 Over: The West 15 feet  
 (Affects Parcel II)

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 SALEM, OREGON

4. An easement, created by instrument, including the terms and provisions thereof,  
 Dated: August 31, 1988  
 Recorded: August 31, 1988  
 Film Volume: 225  
 Page: 1252  
 In Favor Of: Adjoining property owners  
 For: Ingress, egress and utilities  
 Over: The Easterly 33 feet  
 (Affects Parcel II)

5. An easement, created by instrument, including the terms and provisions thereof,  
 Dated: August 31, 1988  
 Recorded: August 31, 1988  
 Film Volume: 225  
 Page: 1255  
 In Favor Of: Adjoining property owners  
 For: Ingress, egress and utilities  
 Over: The Northerly 60 feet  
 (Affects Parcel II)

6. Easements, created by instrument, including the terms and provisions thereof,  
 Dated: August 5, 1994  
 Recorded: February 28, 1996  
 Instrument No.: 199603004  
 In favor of: Eldon Garris, Betty A. Garris, Jerry J. Garris and Faye Garris  
 For: Ingress, egress and utilities

7. The terms and provisions of appurtenant easements and maintenance, as contained in instrument,  
 Recorded: February 28, 1996  
 Instrument No.: 199603004



**EXHIBIT "A"**

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West of the Willamette Meridian in Yamhill County, Oregon, and being described as follows:

BEGINNING at an iron pipe at the Southeast corner of the West one-half of said Berry Donation Land Claim; thence North 30° 12' 53" West, 1992.99 feet to an iron rod at the TRUE POINT OF BEGINNING; thence South 85° 22' 50" East, 169.52 feet to an iron rod; thence North 14° 04' 35" East, 1395.66 feet to an iron rod on the North line of said Garris tract; thence North 89° 16' 30" West, 540.00 feet along said North line to an iron rod; thence North 88° 58' West, 354.74 feet to an iron rod; thence South 07° 32' 30" West, 631.61 feet to an iron rod; thence South 12° 57' 50" East, 720.70 feet to an iron rod; thence South 85° 22' 50" East, 308.43 feet to the TRUE POINT OF BEGINNING.

ALSO a tract of land in Section 16, Township 4 South, Range 5 West, Yamhill County, Oregon, being part of that tract of land described in Deed from Garris to Carlson and recorded in Film Volume 219, Page 993, Yamhill County Deed Records, and being more particularly described as follows:

BEGINNING at an iron rod at the Southwest corner of that tract of land described in Deed from Garris to Galen and recorded in Film Volume 216, Page 1728; thence South 04° 35' 24" West, 318.36 feet to an iron rod on the South line of said Carlson tract; thence South 76° 51' 13" East, 325.34 feet to an iron rod at the Southeast corner of said Carlson tract; thence North 02° 31' 00" East, 366.84 feet along the Easterly line of said tract to an iron rod on the South line of said Galen tract; thence North 85° 22' 50" West, 308.43 feet to the POINT OF BEGINNING.

TOGETHER WITH a perpetual, non-exclusive easement for ingress, egress and transmission of utilities described as follows:

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West, Yamhill County, Oregon, and being described as follows:

BEGINNING at an iron pipe at the Southeast corner of the West one-half of said Berry Donation Land Claim; thence North 30° 12' 53" West, 1992.99 feet to an iron rod; thence South 02° 31' West, 366.84 feet to an iron rod on a curve concave to the East having a radius of 50 feet and the TRUE POINT OF BEGINNING; thence Southerly, 100.48 feet along said curve to an iron rod at the end of said curve; thence South 10° 30' West, 360.39 feet to an iron rod; thence South 24° 44' West, 380.81 feet to an iron rod; thence South 29° 49' 40" West, 200 feet, more or less, to the centerline of Baker Creek Road; thence Southeasterly, 65 feet, more or less, along said centerline to a point that bears South 29° 49' 40" West from an iron rod; thence North 29° 49' 40" East, 30 feet, more or less, to said iron rod; thence North 29° 49' 40" East, 193.94 feet to an iron rod; thence North 24° 44' East, 390.96 feet to an iron rod; thence North 10° 30' East, 367.88 feet to an iron rod at the beginning of a curve concave to the West having a radius of 50 feet; thence Northerly and Westerly, 149.33 feet along said curve to the TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH a perpetual non-exclusive easement for the location of a school bus shelter for the benefit of those persons who now or hereafter reside on adjacent premises owned by Grantor, which easement is located at the corner of the 60 foot easement hereinabove set forth and Baker Creek Road, which easement is a rectangle measuring 8 feet along the North line of Baker Creek Road and 6 feet along the East edge of the 60 foot easement hereinabove set forth.

YCT&E 845-2-4-5

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WATER RESOURCES DEPT  
SALEM, OREGON

ISSUED BY  
TRANSNATION TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE



**Transnation**  
A LANDAMERICA COMPANY

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POLICY NUMBER

**A38-272210**

**NOV 28 2008**

WATER RESOURCES DEPT  
SALEM, OREGON

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

**IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

**TRANSNATION TITLE INSURANCE COMPANY**

Attest:

*Wm. Chadwick Ferris*

Secretary



By:

*Janet A. Albert*

President

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
 (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (a) the transaction, creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (i) to timely record the instrument of transfer; or
    - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

# CONDITIONS AND STIPULATIONS

## 1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

## 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

## 5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgement of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

## 6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

**SCHEDULE A**

Order No.: **151741**

Policy No.: **A38-272210**

Date of Policy: **May 29, 2001 at 2:28 pm**

Amount of Insurance: \$ **590,000.00**

Fee: **\$1,495.00**

1. Name of Insured:

**GLENN HOWARD**

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**NOV 28 2008**

**WATER RESOURCES DEPT  
SALEM, OREGON**

2. The estate or interest in the land described in this Schedule is:

**FEE SIMPLE**

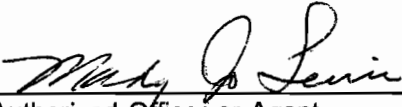
3. The estate or interest in the land which is covered by this policy is, at the date hereof, vested in:

**GLENN HOWARD, fee simple estate**

4. The land referred to in this policy is described as follows:

**FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO.**

Countersigned:

  
\_\_\_\_\_  
Authorized Officer or Agent

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SALEM, OREGON

**SCHEDULE B**

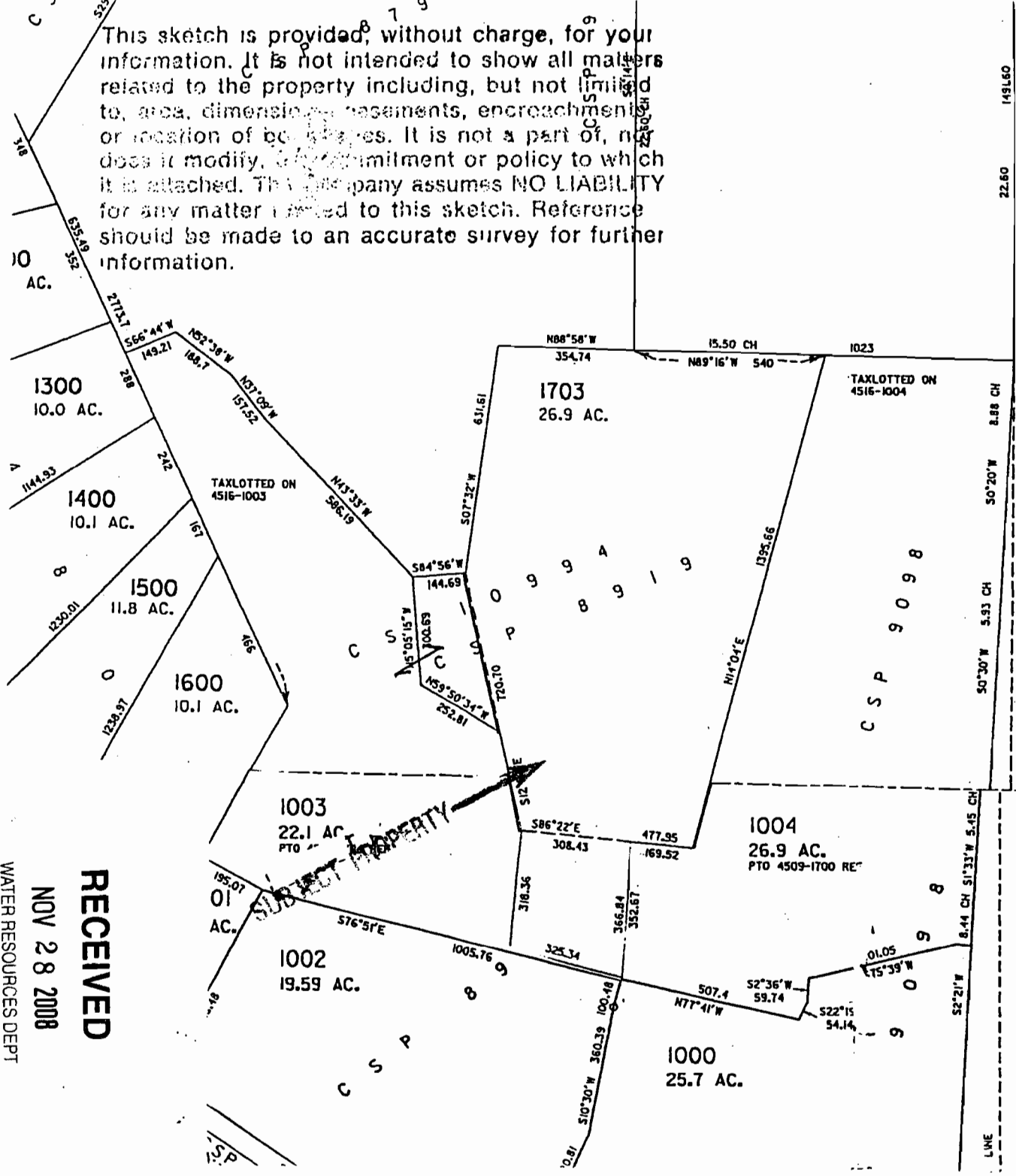
This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 3. Easements, or claims of easements, not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
- 6. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion, national origin, or physical or mental handicap, imposed by instrument, including the terms thereof,
  - Recorded: September 25, 1987
  - Film Volume: 216
  - Page: 1725
- 7. An easement, created by instrument, including the terms and provisions thereof,
  - Dated: December 31, 1987
  - Recorded: January 5, 1988
  - Film Volume: 219
  - Page: 446
  - In favor of: McMinnville Water & Light
  - For: Electrical
- 8. An easement, created by instrument, including the terms and provisions thereof,
  - Dated: August 12, 1998
  - Recorded: September 1, 1998
  - Instrument No.: 199817228
  - Amendment,
  - Recorded: May 29, 2001
  - Instrument No.: 200108301
  - In favor of: Adjoining property owners
  - For: Access and Utilities
- 9. An easement, created by instrument, including the terms and provisions thereof,
  - Dated: August 12, 1998
  - Recorded: September 1, 1998
  - Instrument No.: 199817228
  - In favor of: Adjoining property owners
  - For: Water line and well

10. Water rights to springs and related easements, if any such exist.
11. 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 affect for the land.
12. 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.
13. Trust Deed, including the terms and provisions thereof,  
Amount: \$290,000.00  
Dated: May 22, 2001  
Recorded: May 29, 2001  
Instrument No.: 200108303  
Trustor: Glenn Howard, a married person  
Trustee: Yamhill County Title  
Beneficiary: Wells Fargo Home Mortgage, Inc., its successors and/or assigns

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This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments or location of boundaries. It is not a part of, nor does it modify, any commitment or policy to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.



R5W W.M.  
JNTY

09  
Sec 9  
Jan 16

900  
138.46 AC.  
PTO 4509-1900 REF

1004  
26.9 AC.  
PTO 4509-1700 REF

1000  
25.7 AC.

**SUBJECT PROPERTY**

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WATER RESOURCES DEPT  
SALEM, OREGON

N81°21'  
IC  
4E  
2003.47  
S07356  
N1°15'E

**YAMHILL COUNTY TITLE & ESCROW, INC.**

P.O. Box 628 • 1215 N.E. Baker • McMinnville, OR 97128 • Tel. (503) 472-3154 • FAX (503) 472-8664

**RECEIVED****NOV 28 2008**WATER RESOURCES DEPT  
SALEM, OREGON**PRIVACY POLICY NOTICE**

Dear Yamhill County Title & Escrow, Inc. Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and
- Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

No response to this notice is required, but if you have questions, please write to us:

Yamhill County Title & Escrow, Inc.

PO Box 628

McMinnville OR 97128





# LANDAMERICA

## PRIVACY POLICY NOTICE

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NOV 28 2008

WATER RESOURCES DEPT  
SALEM, OREGON

Dear LandAmerica Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

The statement attached to or on the reverse side of this letter is the privacy policy of the LandAmerica family of companies. The three largest members of the family – Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company – may issue policies and handle real estate closings in virtually every part of the country. A number of other companies in the family provide other real estate services, and some operate more locally. You may review a list of LandAmerica companies on our website ([www.landam.com](http://www.landam.com)). You may also visit our website for an explanation of our privacy practices relating to electronic communication.

Our concern with the protection of your information has been a part of our business since 1876, when the company that is now Commonwealth Land Title Insurance Company issued its first policy. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

LandAmerica Privacy  
P.O. Box 27567  
Richmond, VA 23261-7567.

### LandAmerica Companies

**Title Insurance Companies:** Commonwealth Land Title Insurance Company, Commonwealth Land Title Insurance Company of New Jersey, Industrial Valley Title Insurance Company, Land Title Insurance Company, Lawyers Title Insurance Corporation, Title Insurance Company of America, Transnation Title Insurance Company, Transnation Title Insurance Company of New York

**Relocation and Mortgages:** Commonwealth Relocation Services, CRS Financial Services, Inc., LandAmerica Account Servicing, Inc.

**Title Agents:** Austin Title Company, ATACO, Inc., Albuquerque Title Company, Atlantic Title & Abstract Company, Brighton Title Services Company, Capitol City Title Services, Inc., CFS Title Insurance Agency, Charleston Title Agency; Charter Title Company of Fort Bend, Galveston, and Sugarland; Commercial Settlements, Inc., Commonwealth Land Title Company; Commonwealth Land Title Company of Austin, Dallas, Fort Worth, Houston, Washington, Congress Abstract Corp., Cornerstone Residential Title, Cumberland Title Company, First Title & Escrow, Inc., Gulf Atlantic, Harbour Title, HL Title Agency, Lawyers Title Company; Lawyers Title of Arizona, El Paso, Galveston, Nevada, Pueblo, San Antonio, Lawyers Title Settlement Company, Lion Abstract, Longworth Insured, Louisville Title Agency of Central Ohio, Lorain County Title Company, M/I Title Agency, NIA/ Lawyers Title Agency, Oregon Title, Park Title, Partners Title Company, Pikes Peak Title Services, RE/Affirm Title Agency, Rainier Title Company, Residential Abstract, Residential Title, Rio Rancho Title, Texas Title Company, Title Transfer Service, Inc., TransOhio Residential Title Agency, Transnation Title & Escrow, Union Title Agency, University Title Services, Wilson Title Company

**Appraisals and Ancillary Services:** LandAmerica OneStop, Inc.

## LANDAMERICA PRIVACY POLICY

*What kinds of information we collect.* Most of LandAmerica's business is title insurance, but there are companies in our family that provide other real estate services to consumers. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. Our title insurance companies then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

*How we use this information.* The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by your or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

*How we protect your information.* We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

*Agents that may be covered by this policy.* Often, your transaction goes through a title insurance agent. Agents that are part of the LandAmerica family are covered by this policy. **Agents that are not part of the LandAmerica family may specifically, in writing, adopt our policy statement.**

## EXHIBIT "A"

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West of the Willamette Meridian in Yamhill County, Oregon, and being described as follows:

BEGINNING at an iron pipe at the Southeast corner of the West one-half of said Berry Donation Land Claim; thence North 30° 12' 53" West, 1992.99 feet to an iron rod at the TRUE POINT OF BEGINNING; thence South 85° 22' 50" East, 169.52 feet to an iron rod; thence North 14° 04' 35" East, 1395.66 feet to an iron rod on the North line of said Garris tract; thence North 89° 16' 30" West, 540.00 feet along said North line to an iron rod; thence North 88° 58' West, 354.74 feet to an iron rod; thence South 07° 32' 30" West, 631.61 feet to an iron rod; thence South 12° 57' 50" East, 720.70 feet to an iron rod; thence South 85° 22' 50" East, 308.43 feet to the TRUE POINT OF BEGINNING.

ALSO a tract of land in Section 16, Township 4 South, Range 5 West, Yamhill County, Oregon, being part of that tract of land described in Deed from Garris to Carlson and recorded in Film Volume 219, Page 993, Yamhill County Deed Records, and being more particularly described as follows:

BEGINNING at an iron rod at the Southwest corner of that tract of land described in Deed from Garris to Galen and recorded in Film Volume 216, Page 1728; thence South 04° 35' 24" West, 318.36 feet to an iron rod on the South line of said Carlson tract; thence South 76° 51' 13" East, 325.34 feet to an iron rod at the Southeast corner of said Carlson tract; thence North 02° 31' 00" East, 366.84 feet along the Easterly line of said tract to an iron rod on the South line of said Galen tract; thence North 85° 22' 50" West, 308.43 feet to the POINT OF BEGINNING.

TOGETHER WITH a perpetual, non-exclusive easement for ingress, egress and transmission of utilities described as follows:

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West, Yamhill County, Oregon, and being described as follows:

BEGINNING at an iron pipe at the Southeast corner of the West one-half of said Berry Donation Land Claim; thence North 30° 12' 53" West, 1992.99 feet to an iron rod; thence South 02° 31' West, 366.84 feet to an iron rod on a curve concave to the East having a radius of 50 feet and the TRUE POINT OF BEGINNING; thence Southerly, 100.48 feet along said curve to an iron rod at the end of said curve; thence South 10° 30' West, 360.39 feet to an iron rod; thence South 24° 44' West, 380.81 feet to an iron rod; thence South 29° 49' 40" West, 200 feet, more or less, to the centerline of Baker Creek Road; thence Southeasterly, 65 feet, more or less, along said centerline to a point that bears South 29° 49' 40" West from an iron rod; thence North 29° 49' 40" East, 30 feet, more or less, to said iron rod; thence North 29° 49' 40" East, 193.94 feet to an iron rod; thence North 24° 44' East, 390.96 feet to an iron rod; thence North 10° 30' East, 367.88 feet to an iron rod at the beginning of a curve concave to the West having a radius of 50 feet; thence Northerly and Westerly, 149.33 feet along said curve to the TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH a perpetual non-exclusive easement for the location of a school bus shelter for the benefit of those persons who now or hereafter reside on adjacent premises owned by Grantor, which easement is located at the corner of the 60 foot easement hereinabove set forth and Baker Creek Road, which easement is a rectangle measuring 8 feet along the North line of Baker Creek Road and 6 feet along the East edge of the 60 foot easement hereinabove set forth.

YCT&E 845-2-4-5

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SALEM, OREGON

## EXHIBIT "B"

1. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion, national origin, or physical or mental handicap, imposed by instrument, including the terms thereof,  
 Recorded: September 25, 1987  
 Film Volume: 216  
 Page: 1725
  
2. An easement, created by instrument, including the terms and provisions thereof,  
 Dated: December 31, 1987  
 Recorded: January 5, 1988  
 Film Volume: 219  
 Page: 446  
 In favor of: McMinnville Water & Light  
 For: Electrical  
 (Affects Parcel I)
  
3. Easements, created by instrument, including the terms and provisions thereof,  
 Dated: August 5, 1994  
 Recorded: February 28, 1996  
 Instrument No.: 199603004  
 In favor of: Eldon Garris, Betty A. Garris, Jerry J. Garris and Faye Garris  
 For: Ingress, egress and utilities
  
4. The terms and provisions of appurtenant easements and maintenance, as contained in instrument,  
 Recorded: February 28, 1996  
 Instrument No.: 199603004
  
5. An easement, created by instrument, including the terms and provisions thereof,  
 Dated: August 12, 1998  
 Recorded: September 1, 1998  
 Instrument No.: 199817228  
 Amendment,  
 Recorded:  
 Instrument No.:  
 In favor of: Adjoining property owners  
 For: Access and utilities  
 (Affects Parcel I)
  
6. An easement, created by instrument, including the terms and provisions thereof,  
 Dated: August 12, 1998  
 Recorded: September 1, 1998  
 Instrument No.: 199817228  
 In favor of: Adjoining property owners  
 For: Water line and well  
 (Affects Parcel I)
  
7. Water rights to springs and related easements, if any such exist. (Affects Parcel I)
  
8. Subject to Grantees assumption of all incomplete logging clean-up and replanting activities which may be required to comply with the Oregon Forest Practices Act. *GH*

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WATER RESOURCES DEPT.  
SALEM, OREGON



\$36.00

Escrow No.: 151741S

Peter Galen  
Gail A. Galen  
GRANTOR

200108302 2:28:07 PM 5/29/2001  
DMR-DDMR Cnt=1 Stn=3 SUSAN  
\$15.00 \$10.00 \$11.00

Glenn Howard  
GRANTEE

Send Recorded Deed and Tax Statements To:  
Glenn Howard

1970 NW Garris Lane  
McMinnville, OR 97128  
Names, Address, Zip

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NOV 28 2008  
WATER RESOURCES DEPT  
SALEM, OREGON

WARRANTY DEED

PETER GALEN and GAIL A. GALEN, Grantor, conveys and warrants to GLENN HOWARD, Grantee, the following described real property free of encumbrances, except as specifically set forth herein situated in YAMHILL COUNTY, OREGON, to wit:

-----SEE ATTACHED EXHIBIT "A"-----

This property is free from encumbrances, EXCEPT: SEE ATTACHED EXHIBIT "B", and that grantor will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

THE PROPERTY DESCRIBED HEREIN HAS BEEN ASSESSED UNDER FARM AND/OR FOREST TAX DEFERRAL. DISQUALIFICATION MAY RESULT IN ADDITIONAL TAXES AND INTEREST BEING LEVIED.

THE TRUE CONSIDERATION FOR THIS CONVEYANCE IS \$590,000.00. (Here comply with the requirements of ORS 93.030)

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.

Dated this 24th day of May, 2001.

*[Signature of Peter Galen]*

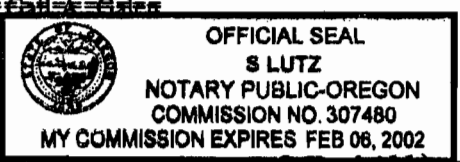
Peter Galen

*[Signature of Gail A. Galen]*

Gail A. Galen

STATE OF OREGON, County of Yamhill) ss.

This instrument was acknowledged before me on May 24, 2001, by Peter Galen and Gail A. Galen

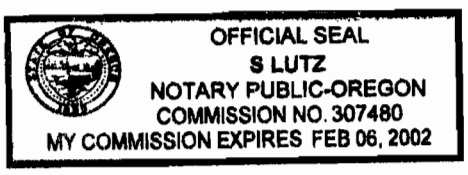


*[Signature of Notary S Lutz]*

Notary Public for Oregon  
My Commission Expires: 2/06/2002

STATE OF OREGON, County of Yamhill) ss.

This instrument was acknowledged before me on May 25, 2001, by Gail A. Galen.



*[Signature of Notary S Lutz]*

Notary Public for Oregon  
My commission expires: 02/06/02

YAMHILL COUNTY TITLE & RECORDS, INC. 151741

**CONDITIONS AND STIPULATIONS**

(Continued)

**7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. APPORTIONMENT.**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

**9. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

**11. LIABILITY NONCUMULATIVE**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

**12. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

NM 1 PA 10  
ALTA Owner's Policy (10-17-92)  
Cover Page  
Form 1190-58

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

**14. ARBITRATION**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**16. SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**17. NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

ORIGINAL

Valid Only If Face Page, Schedules A and B Are Attached

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WATER RESOURCES DEPT  
SALEM, OREGON



**OWNER'S POLICY  
OF TITLE INSURANCE  
(10-17-92)**

AMERICAN LAND TITLE ASSOCIATION

ISSUED BY  
TRANSNATION TITLE INSURANCE COMPANY



**A WORD OF THANKS .....**

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Transnation Title Insurance Company.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department

**Transnation  
Title Insurance Company**

P.O. Box 27567  
Richmond, Virginia 23261-7567  
TOLL FREE NUMBER: 1-800-446-7086

Order No. 40-0178602

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SALEM, OREGON

**EXHIBIT "A"**

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West of the Willamette Meridian in Yamhill County, Oregon, and being described as follows:

BEGINNING at an iron pipe at the Southeast corner of the West one-half of said Berry Donation Land Claim; thence North 30° 12' 53" West, 1992.99 feet to an iron rod at the TRUE POINT OF BEGINNING; thence South 85° 22' 50" East, 169.52 feet to an iron rod; thence North 14° 04' 35" East, 1395.66 feet to an iron rod on the North line of said Garris tract; thence North 89° 16' 30" West, 540.00 feet along said North line to an iron rod; thence North 88° 58' West, 354.74 feet to an iron rod; thence South 07° 32' 30" West, 631.61 feet to an iron rod; thence South 12° 57' 50" East, 720.70 feet to an iron rod; thence South 85° 22' 50" East, 308.43 feet to the TRUE POINT OF BEGINNING.

ALSO a tract of land in Section 16, Township 4 South, Range 5 West, Yamhill County, Oregon, being part of that tract of land described in Deed from Garris to Carlson and recorded in Film Volume 219, Page 993, Yamhill County Deed Records, and being more particularly described as follows:

BEGINNING at an iron rod at the Southwest corner of that tract of land described in Deed from Garris to Galen and recorded in Film Volume 216, Page 1728; thence South 04° 35' 24" West, 318.36 feet to an iron rod on the South line of said Carlson tract; thence South 76° 51' 13" East, 325.34 feet to an iron rod at the Southeast corner of said Carlson tract; thence North 02° 31' 00" East, 366.84 feet along the Easterly line of said tract to an iron rod on the South line of said Galen tract; thence North 85° 22' 50" West, 308.43 feet to the POINT OF BEGINNING.

TOGETHER WITH a perpetual, non-exclusive easement for ingress, egress and transmission of utilities described as follows:

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West, Yamhill County, Oregon, and being described as follows:



Order No. 40-0178602

BEGINNING at an iron pipe at the Southeast corner of the West one-half of said Berry Donation Land Claim; thence North  $30^{\circ} 12' 53''$  West, 1992.99 feet to an iron rod; thence South  $02^{\circ} 31'$  West, 366.84 feet to an iron rod on a curve concave to the East having a radius of 50 feet and the TRUE POINT OF BEGINNING; thence Southerly, 100.48 feet along said curve to an iron rod at the end of said curve; thence South  $10^{\circ} 30'$  West, 360.39 feet to an iron rod; thence South  $24^{\circ} 44'$  West, 380.81 feet to an iron rod; thence South  $29^{\circ} 49' 40''$  West, 200 feet, more or less, to the centerline of Baker Creek Road; thence Southeasterly, 65 feet, more or less, along said centerline to a point that bears South  $29^{\circ} 49' 40''$  West from an iron rod; thence North  $29^{\circ} 49' 40''$  East, 30 feet, more or less, to said iron rod; thence North  $29^{\circ} 49' 40''$  East, 193.94 feet to an iron rod; thence North  $24^{\circ} 44'$  East, 390.96 feet to an iron rod; thence North  $10^{\circ} 30'$  East, 367.88 feet to an iron rod at the beginning of a curve concave to the West having a radius of 50 feet; thence Northerly and Westerly, 149.33 feet along said curve to the TRUE POINT OF BEGINNING.

WT&amp;E 845-2-4-5

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WATER RESOURCES DEPT  
SALEM, OREGON

22426

Part of the certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed and Mortgage Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West of the Willamette Meridian in Yamhill County, Oregon, and being described as follows:

BEGINNING at an iron pipe at the Southeast corner of the West one half of said Berry Donation Land Claim; thence North 30°12'53" West, 1992.99 feet to an iron rod at the TRUE POINT OF BEGINNING; thence South 85°22'50" East, 169.52 feet to an iron rod; thence North 14°04'35" East, 1395.66 feet to an iron rod on the North line of said Garris tract; thence North 89°16'30" West, 540.00 feet along said North line to an iron rod; thence North 88°58' West, 354.74 feet to an iron rod; thence South 07°32'30" West, 631.61 feet to an iron rod; thence South 12°57'50" East, 720.70 feet to an iron rod; thence South 85°22'50" East, 308.43 feet to the TRUE POINT OF BEGINNING.

ALSO a tract of land in Section 16, Township 4 South, Range 5 West, Yamhill County, Oregon, being part of the tract of land described in Deed from Garris to Carlson and recorded in Film Volume 219, Page 993, Yamhill County Deed and Mortgage Records, and being more particularly described as follows:

BEGINNING at an iron rod at the Southwest corner of that tract of land described in Deed from Garris to Galen and recorded in Film Volume 216, Page 1728; thence South 04°35'24" West, 318.36 feet to an iron rod on the South line of said Carlson tract; thence South 76°51'13" East, 325.34 feet to an iron rod at the Southeast corner of said Carlson tract; thence North 02°31'00" East, 366.84 feet along the Easterly line of said tract to an iron rod on the South line of said Galen tract; thence North 85°22'50" West, 308.43 feet to the POINT OF BEGINNING.

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TOGETHER WITH a perpetual, non-exclusive easement for ingress, egress and passage of utilities described as follows:

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SALEM, OREGON

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed and Mortgage Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West, Yamhill County, Oregon, and being described as follows:

BEGINNING at an iron pipe at the Southeast corner of the West one half of said Berry Donation Land Claim; thence North 30°12'53" West, 1992.99 feet to an iron rod; thence South 02°31' West, 366.84 feet to an iron rod on a curve concave to the East having a radius of 50 feet and the TRUE POINT OF BEGINNING; thence Southerly, 100.48 feet along said curve to an iron rod at the end of said curve; thence South 10°30' West, 360.39 feet to an iron rod; thence South 24°44' West, 380.81 feet to an iron rod; thence South 29°49'40" West, 200 feet, more or less, to the centerline of Baker Creek Road; thence Southeasterly, 65 feet, more or less, along said centerline to a point that bears South 29°49'40" West from an iron rod; thence North 29°49'40" East, 30 feet, more or less, to said iron rod; thence North 29°49'40" East, 193.94 feet to an iron rod; thence North 24°44' East, 390.96 feet to an iron rod; thence North 10°30' East, 367.88 feet to an iron rod at the beginning of a curve concave to the West having a radius of 50 feet; thence Northerly and Westerly, 149.33 feet along said curve to the TRUE POINT OF BEGINNING.

ALSO TOGETHER WITH a perpetual non-exclusive easement for the location of a school bus shelter for the benefit of those persons who now or hereafter reside on adjacent premises owned by Grantor, which easement is located at the corner of the 60 foot easement hereinabove set forth and

Baker Creek Road, which easement is a rectangle measuring 8 feet along the North line of Baker Creek Road and 6 feet along the East edge of the 60 foot easement hereinabove set forth.

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SALEM, OREGON

**McMinnville Office**

829 N. Hwy 99 West  
P.O. Box 267 • McMinnville OR 97128-0267  
(503) 472-6101 • FAX: (503) 434-5311

July 1, 2003

Glenn Howard  
1970 NW Garris Lane  
McMinnville OR 97128

**Order Number:** 801183  
**Regarding:** Howard (*Borrower*)  
**Property Address:** 1970 NW Garris Lane  
McMinnville, OR 97128  
**County:** Yamhill

Enclosed please find a Preliminary Title Report for the above referenced transaction.

The report discloses the current status of record title and other requirements for the issuance of a title policy. Any of the numbered "exceptions to title", which may be removed prior to closing this transaction, will be deleted from the final policy.

We thank you for giving us the opportunity to be of service to you. Please contact me at the phone number above with any questions you may have regarding this report.

Sincerely,

**TICOR TITLE INSURANCE COMPANY**

Joely Roberts  
Escrow Officer

*Copies Sent To:*  
Glenn Howard  
DJ/Christy Wells Fargo Home Mortgage

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SALEM, OREGON


**TICOR TITLE INSURANCE COMPANY**
**REFINANCE PRELIMINARY TITLE REPORT**
**McMinnville Office**

829 N. Hwy 99 West  
P.O. Box 267 • McMinnville OR 97128-0267  
(503) 472-6101 • FAX: (503) 434-5311

July 1, 2003

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WATER RESOURCES DEPT  
SALEM, OREGON

**Order Number:** 801183  
**Regarding:** Howard (*Borrower*)  
**Property Address:** 1970 NW Garris Lane  
McMinnville, OR 97128  
**County:** Yamhill

**Title Officer:** John S Smith

**Escrow Officer:** Joely Roberts

*Can be reached at:* (503) 472-6101

**PROPOSED POLICY INFORMATION:**

Policy Number:	801183	Policy Liability:	\$322,700.00
Issue Date:		Premium:	\$1,095.60
Issue Time:		Policy Type:	Lender's Extended Policy (Residential)

*Premium reflects a Short Term Credit in the amount of:* (\$199.20)

End. 100, 116 and 110.9	\$50.00
Govt Service Fee:	\$25.00

**PROPOSED INSURED DOCUMENT:**

Deed of Trust, including the terms and provisions thereof, given to secure a note,  
Amount: \$322,700.00  
Executed By: Glenn Howard  
Trustee: Ticor Title Insurance Company  
Beneficiary: Wells Fargo Home Mortgage

**DATED AS OF:** June 10, 2003, 8:00 am

**VESTING:**

GLENN HOWARD

**LEGAL DESCRIPTION:**

See Attached Legal Description.

**A. In addition to the Standard Policy exceptions, the following Special exceptions shall appear on the final 1992 ALTA policy unless removed prior to issuance:**

1.
    - a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
    - b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
  2.
    - a) Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records.
    - b) Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
  3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
  4.
    - a) Unpatented mining claims;
    - b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
    - c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
  5. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
  6. As disclosed by the tax rolls, the premises herein described have been zoned or classified for forest use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.
  7. Rights of the public in and to that portion lying within streets, roads and highways.
  8. Covenants, Conditions and Restrictions, including the terms and provisions thereof, contained in document.  
 Recorded Date: September 25, 1987  
 Recording Number: Film Volume 216, Page 1725, Deed and Mortgage Records
- But omitting any covenant or restriction based upon race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons and omitting restrictions, if any, based on limitations on facilities authorized under the provisions of ORS 442.400 to 443.455 (Residential Facilities and Homes) or 443.705 to 443.825 (Adult Foster Homes.)
9. Reservation of non-exclusive easement, grants of easements appurtenant including but not limited to maintenance obligations for such roadways, including the terms and provisions thereof,  
 Recorded Date: September 25, 1987  
 Recording Number: Film Volume 216, Page 1728  
 Affects: Parcel 1
  10. Easement, including the terms and provisions thereof,  
 To: McMinnville Water & Light  
 Recorded Date: January 5, 1988  
 Recording Number: Film Volume 219, Page 446, Deed and Mortgage Records  
 For: electrical  
 Affects: Parcel 1
  11. Easement, including the terms and provisions thereof,

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 SALEM, OREGON

Recorded Date: August 5, 1994  
 Recording Number: 199603004  
 For: ingress, egress and utilities

12. Easement, including the terms and provisions thereof,  
 Recorded Date: August 12, 1998  
 Recording Number: 199817228  
 For: access and utilities

Amended:  
 Recorded Date: 05-29-2001  
 Recording Number: 200108301

13. Easement, including the terms and provisions thereof,  
 Recorded Date: August 12, 1998  
 Recording Number: 199817228  
 For: water line and well

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 WATER RESOURCES DEPT  
 SALEM, OREGON

**B. We also find the following assessments, city liens, judgments and monetary liens:**

14. Deed of Trust, including the terms and provisions thereof, given to secure a note,  
 Amount: \$300,700.00  
 Executed By: Glenn Howard  
 Trustee: Western Title & Escrow Company  
 Beneficiary: GMAC Mortgage Corporation  
 Dated: September 30, 2002  
 Recorded Date: October 4, 2002  
 Recording Number: 200219488  
 Loan Number: 533117404
15. Deed of Trust and Assignment of Rents, including the terms and provisions thereof, given to secure a note,  
 Amount: \$100,000.00  
 Executed By: Glenn Howard  
 Trustee: Western Title & Escrow Company  
 Beneficiary: GMAC Mortgage Corporation  
 Dated: September 30, 2002  
 Recorded Date: October 4, 2002  
 Recording Number: 200219489  
 Loan Number: 3629839
16. Property taxes  
 Lien due but not yet payable.  
 Tax Year: 2003-2004  
 Tax Acct Number: 463368; R4509 01703  
 County: Yamhill

**Additional Requirements / Notes:**

- A. We find no deeds have been recorded affecting this property in the last 6 months, except:

OFFICIAL YAMHILL COUNTY RECORDS  
CHARLES STERN, COUNTY CLERK



\$151.00

After Recording Return To:

GMAC Mortgage Corp.  
100 Witmer Road  
Horsham, PA 19044-0963  
ATTN: Capital Markets

200219488 3:20:44 PM 10/04/2002  
DMR-DTDMR Cnt=1 Str=3 SUSAN  
\$130.00 \$10.00 \$11.00

Until a change is requested, all tax statements shall be sent to the following address:  
GMAC Mortgage Corp.  
P.O. Box 569760  
Dallas, TX 75356  
Attn: Tax Department

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WATER RESOURCES DEPT  
SALEM, OREGON

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

Loan No. 533117404  
MIN 1000375-0533117404-8

DEED OF TRUST

Mortgage Electronic Registration System, Inc. (MERS) is the Grantee of this Security Instrument.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated September 30, 2002, together with all Riders to this document.

(B) "Borrower" is  
Glenn Howard, fee simple estate

Borrower is the trustor under this Security Instrument.

(C) "Lender" is  
GMAC Mortgage Corporation

Lender is a Corporation organized and existing under the laws of Pennsylvania Lender's address is  
100 Witmer Road, P.O. Box 963, Horsham, PA 19044

OREGON - Single Family - Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT Form 303F 1/01

(Page 1 of 19) 156545548 Initials: *GH* 202  
GMACM - CMS.0031.OR (0201)

WESTERN TITLE & ESCROW 400178602



(D) "Trustee" is Western Title

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated September 30, 2002. The Note states that Borrower owes Lender Three Hundred Thousand Seven Hundred and 00/100

Dollars (U.S. \$ 300,700.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2032

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Biweekly Payment Rider
- Planned Unit Development Rider
- Second Home Rider
- 1-4 Family Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

LOAN NO: 533117404

OREGON - Single Family - Fixed Rate/Flexible Rate UNIFORM INSTRUMENT Form 3038 1/01

GMACM - CMS.0031.OR (0201) (Page 2 of 19)

Initials: Ghe

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SALEM, OREGON

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County

of Yamhill [Type of Recording Jurisdiction]  
[Name of Recording Jurisdiction]

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of  
1970 NW Garris Lane,

[Street]  
McMinnville, Oregon 97128 ("Property Address")  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

LOAN NO: 533117404

OREGON - Single Family - Female Mae/Freddie Mae UNIFORM INSTRUMENT Form 302B 1/01

GMACM - CMS.0031.OR (0201) (Page 3 of 19)

Initials: GL

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WATER RESOURCES DEPT  
SALEM, OREGON

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON, YAMHILL County ss:

On this 30<sup>th</sup> day of Sept., 2002, personally appeared the above named

GLENN HOWARD

and acknowledged the foregoing to be HIS voluntary act and deed.



before me:

*S. Lutz*

My Commission Expires: 2-08-08

Notary Public for Oregon

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WATER RESOURCES DEPT  
SALEM, OREGON

LOAN NO: 533117404

OREGON - Single Family -- Fannie Mae/ Freddie Mac UNIFORM INSTRUMENT Form 3038 1/01  
GMACM - CMS.0031.OR (0201) (Page 19 of 19)

Initials: GH.

Schedule A  
Oregon - Deed of Trust  
Given By: Glenn Howard

Page 1

See Exhibit "A" attached hereto and made a part hereof

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WATER RESOURCES DEPT  
SALEM, OREGON

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WATER RESOURCES DEPT  
SALEM, OREGON

**FIXED/ADJUSTABLE RATE RIDER**  
(One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 30th day of September, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

GMAC Mortgage Corporation ("Lender") of the same date and covering the property described in the Security Instrument and located at:

1970 NW Garris Lane  
McMinnville, OR 97128  
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of 5.250%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The initial fixed interest rate I will pay may change to an adjustable interest rate on the first day of October, 2009, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

LOAN NO: 533117404  
MULTISTATE FIXED/ADJUSTABLE RATE RIDER ONE YEAR TREASURY INDEX - 156545542  
Single Family - Fannie Mae Uniform Instrument Form 3182 1/01 Page 1 of 4  
GMACM-CRM.0184FIX/ADJ (0900) Initials: Shc

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Glenn Howard (Seal)  
Glenn Howard -Borrower

\_\_\_\_\_ (Seal)  
-Borrower

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SALEM, OREGON**

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

OFFICIAL YAMHILL COUNTY RECORDS  
CHARLES STERN, COUNTY CLERK



\$81.00

200219489

3:20:44 PM 10/04/2002

DMR-DTDMR Cnt=2 Str=3 SUSAN  
\$5.00 \$55.00 \$10.00 \$11.00

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WHEN RECORDED MAIL TO:  
GMAC Mortgage Corporation  
100 Witmer Road  
Horsham, PA 19044-0963

Account No.: 3629839  
Branch No.: 360  
Loan Product: 80% CLTV Piggyback

MIN 1000697-0000362983-0

**DEED OF TRUST AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS, as amended and extended (*this "Deed of Trust"*), is signed to secure advances under a GMAC Home Equity Line of Credit Agreement, as amended or extended (*the "Agreement"*); it is dated as of September 30, 2002, and is an agreement among Glenn Howard, Fee Simple Estate who reside at 1970 Garris Lane, McMinnville, Oregon 97128 as the grantor(s); and Western Title & Escrow, 1215 North Baker, McMinnville, Oregon 97128 as the trustee; and GMAC Mortgage Corporation, a Pennsylvania Corporation, 100 Witmer Road, Horsham, PA 19044-0963 (herein "GMAC") and the Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026 ("MERS") also as beneficiary acting solely as a nominee for GMAC and GMAC's successors and assigns under this Deed of Trust.

Throughout this Deed of Trust, "we", "us" and "our" refer to grantor(s). "GMAC" refers to GMAC Mortgage Corporation or its assigns. The "Account" refers to the Home Equity Line of Credit account established by GMAC under the Agreement. "Trustee" refers to the trustee identified above, or any substitute trustee. "Borrower" refers to each person who signs the Agreement as borrower. The Agreement and this Deed of Trust, taken together, are called the "Credit Documents". "Signer" refers to any person (other than GMAC) who has signed a Credit Document.

**DESCRIPTION OF SECURITY**

By signing this Deed of Trust, we irrevocably grant, bargain, sell and convey to Trustee, in trust, with power of sale, (a) the real estate located at 1970 Nw Garris Lane, McMinnville, County of Yamhill, State of Oregon 97128, more fully described in Schedule A; (b) all buildings and other structures on the property; (c) all rights we may have in any road, alley, easement or license regarding the property or in any mineral, oil, gas or water which is part of the property; (d) all rents and royalties from the property; (e) all proceeds of any insurance on the property and all refunds of premiums on such insurance; (f) all proceeds of any taking (or threatened taking) of the property by any governmental authority (*"condemnation"*); and (g) all fixtures on the property at any time (*collectively, the "Property"*).

The Property includes all rights and interests which we now have or which we may acquire in the future. For example, if the security mortgaged under this Deed of Trust is a leasehold estate and we subsequently acquire fee title to the Property, the rights and interests granted to MERS acting solely as a nominee for GMAC by this Deed of Trust will include the fee title that we acquire. This Deed of Trust is also a Security Agreement under the Oregon Uniform Commercial Code and we hereby grant MERS acting solely as a nominee for GMAC a security interest in the personal property described in (d) through (g) above. This Deed of Trust also constitutes a financing statement filed as a fixture filing in the official records of the county recorder of the county where the Property is located, with respect to any and all fixtures included within the term "Property" and with respect to any goods or other personal property that may now or hereafter become part of such fixtures.

**SECURED OBLIGATIONS**

We have signed this Deed of Trust to secure payment to GMAC by Borrower of up to \$100,000.00, plus FINANCE CHARGES and any other amounts due GMAC under the Agreement (*the "Total Balance Outstanding"*), with the Total Balance Outstanding, if not sooner paid, due and payable on the maturity date, and to secure performance by Borrower under the Agreement and our performance of the covenants of this Deed of Trust (*collectively, the "Secured Obligations"*).

**PRIORITY OF ADVANCES**

The lien of this Deed of Trust will attach on the date this Deed of Trust is recorded. The indebtedness evidenced by the Credit Documents is a revolving indebtedness. The Credit Documents provide that amounts may be advanced, repaid and readvanced from time to time in accordance with the terms and provisions of the Agreement. Accordingly, the aggregate advances during the term of the Credit Documents may exceed the Credit Limit. However, the Total Balance Outstanding less FINANCE CHARGES at any time (*the "Earning Balance Outstanding"*) shall never exceed the Credit Limit, except for advances made to protect the lien of this Deed of Trust. We agree that the lien and security title of this Deed of Trust shall not be deemed released or extinguished by operation of law or implied intent of the parties if the Total Balance Outstanding is zero as of the date of this Deed of Trust or is from time to time reduced to zero by payments made to GMAC.

GMAC-OR

WTE C

By signing this Deed of Trust, we agree to all of the above.

Glenn Howard  
Glenn Howard  
GRANTOR

\_\_\_\_\_  
GRANTOR

\_\_\_\_\_  
GRANTOR

\_\_\_\_\_  
GRANTOR

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STATE OF OREGON :  
JUDICIAL DISTRICT OF YAMHU : S.S.

On 9-30-07 before me, S. LUTZ a Notary Public in and for said State, personally appeared Glenn Howard personally known to me (or proved to me on basis of satisfactory evidence to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS MY HAND AND OFFICIAL SEAL

S. Lutz

Signature

My commission expires: 2-06-08



**Schedule A**

See Exhibit "A" attached hereto and made a part hereof

Tax ID Number: R4509-01703

Known as: 1970 Nw Garris Lane , McMinnville, Oregon 97128

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SALEM, OREGON

Order No. 40-0178602

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WATER RESOURCES DEPT  
SALEM, OREGON**EXHIBIT "A"**

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West of the Willamette Meridian in Yamhill County, Oregon, and being described as follows:

BEGINNING at an iron pipe at the Southeast corner of the West one-half of said Berry Donation Land Claim; thence North 30° 12' 53" West, 1992.99 feet to an iron rod at the TRUE POINT OF BEGINNING; thence South 85° 22' 50" East, 169.52 feet to an iron rod; thence North 14° 04' 35" East, 1395.66 feet to an iron rod on the North line of said Garris tract; thence North 89° 16' 30" West, 540.00 feet along said North line to an iron rod; thence North 88° 58' West, 354.74 feet to an iron rod; thence South 07° 32' 30" West, 631.61 feet to an iron rod; thence South 12° 57' 50" East, 720.70 feet to an iron rod; thence South 85° 22' 50" East, 308.43 feet to the TRUE POINT OF BEGINNING.

ALSO a tract of land in Section 16, Township 4 South, Range 5 West, Yamhill County, Oregon, being part of that tract of land described in Deed from Garris to Carlson and recorded in Film Volume 219, Page 993, Yamhill County Deed Records, and being more particularly described as follows:

BEGINNING at an iron rod at the Southwest corner of that tract of land described in Deed from Garris to Galen and recorded in Film Volume 216, Page 1728; thence South 04° 35' 24" West, 318.36 feet to an iron rod on the South line of said Carlson tract; thence South 76° 51' 13" East, 325.34 feet to an iron rod at the Southeast corner of said Carlson tract; thence North 02° 31' 00" East, 366.84 feet along the Easterly line of said tract to an iron rod on the South line of said Galen tract; thence North 85° 22' 50" West, 308.43 feet to the POINT OF BEGINNING.

TOGETHER WITH a perpetual, non-exclusive easement for ingress, egress and transmission of utilities described as follows:

PART of that certain tract of land conveyed from Vierra to Garris by Deed recorded in Film Volume 93, Page 2168, Yamhill County Deed Records, being located in the John Berry Donation Land Claim in Sections 9 and 16, Township 4 South, Range 5 West, Yamhill County, Oregon, and being described as follows:

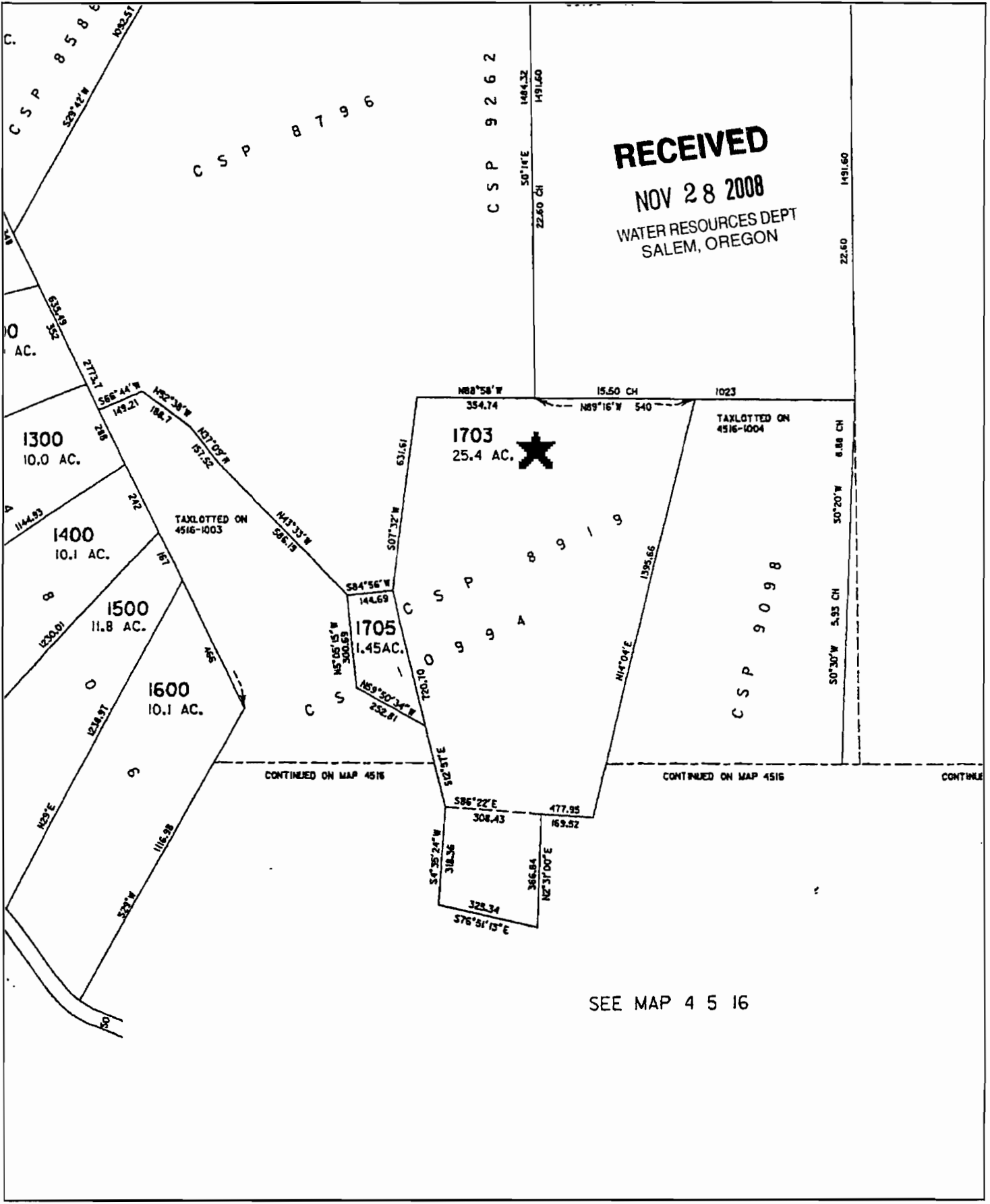
Order No. 40-0178602

BEGINNING at an iron pipe at the Southeast corner of the West one-half of said Berry Donation Land Claim; thence North 30° 12' 53" West, 1992.99 feet to an iron rod; thence South 02° 31' West, 366.84 feet to an iron rod on a curve concave to the East having a radius of 50 feet and the TRUE POINT OF BEGINNING; thence Southerly, 100.48 feet along said curve to an iron rod at the end of said curve; thence South 10° 30' West, 360.39 feet to an iron rod; thence South 24° 44' West, 380.81 feet to an iron rod; thence South 29° 49' 40" West, 200 feet, more or less, to the centerline of Baker Creek Road; thence Southeasterly, 65 feet, more or less, along said centerline to a point that bears South 29° 49' 40" West from an iron rod; thence North 29° 49' 40" East, 30 feet, more or less, to said iron rod; thence North 29° 49' 40" East, 193.94 feet to an iron rod; thence North 24° 44' East, 390.96 feet to an iron rod; thence North 10° 30' East, 367.88 feet to an iron rod at the beginning of a curve concave to the West having a radius of 50 feet; thence Northerly and Westerly, 149.33 feet along said curve to the TRUE POINT OF BEGINNING.

WT&E 845-2-4-5

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**1703**  
 25.4 AC. ★

**1705**  
 1.45 AC.

**1300**  
 10.0 AC.

**1400**  
 10.1 AC.

**1500**  
 11.8 AC.

**1600**  
 10.1 AC.

SEE MAP 4 5 16



**THIS MAP IS FURNISHED AS A CONVENIENCE BY TICOR TITLE INSURANCE COMPANY**

This sketch is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.

**MAP # 463368**

# TICOR TITLE INSURANCE COMPANY

(Member of the FNF, Inc. group of companies)

## FNF Group Of Companies' Privacy Statement

July 1, 2001

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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### **Multiple Products or Services**

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