



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 Store Water in a Reservoir

(Standard Review)

Standard Review Process (ORS 537): You must use this form for any reservoir storing more than 9.2 acre-feet *and* with a dam more than 10 feet high.

Use a separate form for each reservoir. However, to obtain authorization for multiple reservoirs, multiple forms may be combined into one application if filed at the same time.

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. 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

1. APPLICANT INFORMATION:

Applicant: Al Jubitz
First Last

Mailing Address: 5505 SW Hewett Blvd.
Portland OR 97221
City State Zip

Phone: 503 292-0046 503 799-8459 503 804-3153
Home Work Other

*Fax: 503 297-3172 *Email Address: aljubitz@comcast.net

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 SALEM, OREGON

I(We) make application for a permit to construct a reservoir and store the following described waters of the State of Oregon. The name of the reservoir is French Hill

2. SOURCE OF WATER for the proposed use: Unnamed stream
 a tributary of Willamette River

Is the proposed use an enlargement of an existing dam/reservoir? Yes No

If the reservoir is not in channel of a stream, state how it is to be filled:

Reservoir is in a swale

For Department Use

App. No. R-87708 Permit No. _____ Date _____

3. DAM HEIGHT AND COMPOSITION

The maximum height of the structure will be 5' feet above streambed or ground surface at the centerline of the crest of the dam.

Note: If your dam height is greater than or equal to 10.0' above land surface AND your reservoir will store equal to or greater than 9.2 acre-feet, engineered plans and specifications must be approved prior to storage of water.

The dam will be (check one): Earthfill Concrete Flash board Other

If "other" give description:

4. PRIMARY OUTLET WORKS

Describe the location and the dimensions of the outlet conduit through the dam:

14" CMP located in center of dam

NOTE: Most dams across a natural stream channel will need an outlet conduit having a minimum diameter of 8 inches or greater.

5. EMERGENCY SPILLWAY

Describe the location and the dimensions of the spillway channel:

none

6. THE USE(s) of the impounded water will be:

Irrigation, fish, wildlife, aesthetics

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7. **THE AMOUNT OF WATER** to be stored is: 5 17 acre-feet.
The area submerged by the reservoir, when filled, will be 2.1 acres acres.

8. PROJECT SCHEDULE (List Month and Year)

Proposed date construction will begin: existing reservoir

Proposed date construction will be completed: existing reservoir

Proposed date beneficial water use will begin: upon permit issuance

Is this project fully or partially funded by the American Recovery and Reinvestment Act? (Federal stimulus dollars) Yes No

9. 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 10)

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.

List the names and mailing addresses of all affected landowners*

N/A

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STATE OF OREGON

* Attach additional sheet(s) if necessary.

10. 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 reservoir location and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

12-87708



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: AL JUBITZ
Mailing Address: 15770 NE EILERS ROAD
City: AURORA State: OR Zip: 97002 Day Phone: 503-799-8499

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	¼ ¼	Tax Lot #	Plan Designation (e.g. Rural Residential/RR-5)	Water to be:			Proposed Land Use:
4S	1E	19	NE,SW	304	EFU	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" 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	
						<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. Clack,

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: _____ 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: Farm pond for irrigation.

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

R-87700



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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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): 401.01.

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"/> Being pursued	<input type="checkbox"/> Denied	<input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained	<input type="checkbox"/> Being pursued	<input type="checkbox"/> Denied	<input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained	<input type="checkbox"/> Being pursued	<input type="checkbox"/> Denied	<input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained	<input type="checkbox"/> Being pursued	<input type="checkbox"/> Denied	<input type="checkbox"/> Not being pursued
		<input type="checkbox"/> Obtained	<input type="checkbox"/> Being pursued	<input type="checkbox"/> Denied	<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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SALMON CREEK

Name: Linda Preisz Title: Sr. Planner
 Signature: [Signature] Phone: 503-342-4500 Date: 3/21/11
 Government Entity: _____

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: AL JUBITZ
 City or County: _____ Staff contact: _____
 Signature: _____ Phone: _____ Date: _____

R-87700

RECORDATION REQUESTED BY:

U.S. TRUST COMPANY, NATIONAL ASSOCIATION
4380 S.W. MACADAM AVENUE
SUITE 450
PORTLAND, OR 97201

WHEN RECORDED MAIL TO:

U.S. TRUST COMPANY, NATIONAL ASSOCIATION
PRIVATE BANKING
P.O. BOX 711505
LOS ANGELES, CA 90071-9405

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SALEM, OREGON

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST IS DATED APRIL 16, 1999, among FRENCH HILL FARM, LLC., AN OREGON LIMITED LIABILITY COMPANY, FORMERLY KNOWN AS, AND WHO ACQUIRED TITLE AS NAG. LLC., AN OREGON LIMITED LIABILITY COMPANY, whose address is 15770 NE EILERS ROAD, AURORA, OR 97002 (referred to below as "Grantor"); U.S. TRUST COMPANY, NATIONAL ASSOCIATION, whose address is 4380 S.W. MACADAM AVENUE, SUITE 450, PORTLAND, OR 97201 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PACIFIC NORTHWEST TITLE OF OREGON, INC., whose address is 9020 SW WASHINGTON SQUARE ROAD, SUITE 220, TIGARD, OREGON 97223 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLACKAMAS County, State of Oregon (the "Real Property"):

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

The Real Property or its address is commonly known as 15770 NE EILERS ROAD, AURORA, OR 97002. The Real Property tax identification number is R31E19 00304 and R31E19 00310.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means U.S. TRUST COMPANY, NATIONAL ASSOCIATION, its successors and assigns. U.S. TRUST COMPANY, NATIONAL ASSOCIATION also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Line of Credit Instrument among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation FRENCH HILL FARM, LLC..

Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means U.S. TRUST COMPANY, NATIONAL ASSOCIATION, its successors and assigns.

Note. The word "Note" means the Note dated April 16, 1999, in the principal amount of \$1,300,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of the Note is May 1, 2014. The rate of interest on the Note is subject to indexing, adjustment, renewal, or renegotiation.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of

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premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means PACIFIC NORTHWEST TITLE OF OREGON, INC. and any substitute or successor trustees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. 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.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust

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upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$25,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender

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under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

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Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property,

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including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of CLACKAMAS County, Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Oregon. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Oregon.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. ~~This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.~~

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

I HEREBY CERTIFY THIS
TO BE A TRUE AND ACTUAL
COPY OF THE ORIGINAL.
PACIFIC NORTHWEST TITLE

BY

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DEED OF TRUST
(Continued)

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO IT TERMS.

GRANTOR:

FRENCH HILL FARM, LLC.

By: [Signature]
M. ALBIN JUBITZ, JR., Member

By: [Signature]
NANCY T. JUBITZ, Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared M. ALBIN JUBITZ, JR., Member of FRENCH HILL FARM, LLC., and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared NANCY T. JUBITZ, Member of FRENCH HILL FARM, LLC., and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

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EXHIBIT "A"

Legal Description:

PARCEL I:

A tract of land in the West one-half of Section 19, Township 3 South, Range 1 East of the Willamette Meridian in the County of Clackamas and State of Oregon, described as follows:

BEGINNING at the Southeast corner of that certain tract of land conveyed to Harold L. Miller and wife, by Contract and recorded in Clackamas County Deed Records 68 11142, said point being on the South line of the Northwest one-quarter of the Southwest one-quarter and East 1453.2 feet from the Southwest corner of the Northwest one-quarter of the Southwest one-quarter; thence North 1°12' East along the East line of the Miller Tract, 2685 feet to a 5/8 inch iron rod at ground surface; thence North 28°12' West 28.03 feet to a point in the center of Eilers Road; thence North 71°15' East along said center line, 35.88 feet; thence South and parallel with the aforementioned Miller Tract Easterly line, 1352.27 feet to a point; thence South 89°17'20" East 1309.08 feet to a point; thence South 0°20'10" West 1370.03 feet, to a point; thence North 89°17'20" West 1349.73 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM a tract of land situated in Section 19, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

BEGINNING at a point 20.0 feet North of a 3 inch iron pipe set in the center of Glass Road #1038, said pipe being the Southeast corner of the Northeast one-quarter of the Southwest one-quarter of said Section 19 and is the Southeast corner of that tract described in Fee No. 80-6365, Deed Records; thence North 89°17'20" West, parallel with and 20.0 feet North of the South line of said Tract, 530.00 feet; thence North 0°18'40" East, parallel with the center of Glass Road, 517.00 feet; thence South 89°17'20" East 530.00 feet; thence South 0°18'40" West 517.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying within Glass Road.

FURTHER SAVE AND EXCEPT a strip of land 10.0 feet in width conveyed to Clackamas County by Deed recorded March 17, 1987, Fee No. 87-11533, dedicated for roadway purposes, described as follows:

BEGINNING at the Northeast corner of Lot 1, Block 1, BECKE'S ADDITION; thence East 10.0 feet; thence North, along the West edge of Frank Glass Road #1038, 436.0 feet to the North terminus thereof; thence West 10.0 feet; thence South 436.0 feet to the point of beginning.

PARCEL II:

A tract of land situated in Section 19, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows;

BEGINNING at a point 20.0 feet North of a 3 inch iron pipe set in the center of Glass Road #1038, said pipe being the Southeast corner of the Northeast one-quarter of the Southwest one-quarter of said Section 19, and is the Southeast corner of that tract as described in Fee No. 80-6365, Deed Records; thence North 89°17'20" West parallel with and 20.0 feet North of the South line of said Tract, 530.00 feet; thence North 0°18'40" East, parallel with the center of Glass Road, 517.00 feet; thence South 89°17'30" East 530.00 feet; thence South 0°18'40" West 517.00 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying within Glass Road.

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WALTON COUNTY CLERK DEPT
SALUDA, OREGON

EXHIBIT "A" continued

FURTHER SAVE AND EXCEPT a strip of land 10.0 feet in width conveyed to Clackamas County by Deed recorded March 17, 1987, Fee No. 87-11533, dedicated for roadway purposes, described as follows;

BEGINNING at the Northeast corner of Lot 1, Block 1, BECKE'S ADDITION; thence East 10.0 feet; thence North, along the West edge of Frank Glass Road #1038, 436.0 feet to the North terminus thereof; thence West 10.0 feet; thence South 436.0 feet to the point of beginning.

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401 EXCLUSIVE FARM USE DISTRICT (EFU) (11/4/10)

401.01 PURPOSE

- A. To preserve agricultural use of agricultural land.
- B. To protect agricultural lands from conflicting uses, high taxation and the cost of public facilities unnecessary for agriculture.
- C. To maintain and increase the agricultural economic base of Clackamas County
- D. To increase agricultural income and employment by creating conditions which further the growth and expansion of agriculture and which attract related industries.
- E. To maintain and improve the quality of air, water and land resources.
- F. To conserve scenic and open space.
- G. To protect wildlife habitats.

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401.02 AREA OF APPLICATION

- A. The Exclusive Farm Use District shall be applied to those areas which are generally suitable for small and large scale agricultural uses. Criteria to be considered are:
 - 1. Lands suitable for or characterized by small or large scale agricultural uses, such as the raising of poultry, fur bearing animals, and livestock and the growing of berries, nursery stock, vegetables, grains and field crops.
 - 2. Lands classified by the U.S. Natural Resources Conservation Service (NRCS) as predominantly Class I-IV soils or identified as agricultural soil by more detailed data. (1/9/03)
 - 3. Land in other soil classes that is suitable for farm use as defined in ORS 215.203(2)(a), taking into consideration soil fertility; suitability for grazing; climatic conditions; existing and future availability of water for farm irrigation purposes; existing land use patterns; technological and energy inputs required; and accepted farming practices. (1/9/03)
 - 4. Land that is necessary to permit farm practices to be undertaken on adjacent or nearby agricultural lands.

5. Lands designated and acknowledged as Agriculture on the County's Comprehensive Plan map. (1/9/03)

401.03 DEFINITIONS

Unless specifically defined below or in Section 202 words or phrases used in this section shall be interpreted to give them the same meaning as they have in common usage and to give this section its most reasonable application. (1/9/03)

- A. Agricultural Land: As defined in Oregon Administrative Rule 660-33-0020. (1/9/03)
- B. Farm Use: As defined in ORS 215.203. (1/9/03)
- C. High Value Farmland: As defined in ORS 215.710 and OAR 660-033-0020(8). (1/9/03)
- D. Low Value Farmland: All land not defined as High Value Farmland in ORS 215.710 and OAR 660-033-0020(8). (1/9/03)
- E. Date of Creation and Existence: When a lot, parcel, or tract is reconfigured pursuant to applicable law after November 4, 1993, the effect of which is to qualify a lot, parcel or tract for the siting of a dwelling, the date of the reconfiguration is the date of creation or existence. Reconfigured means any change in the boundary of the lot, parcel or tract.
- F. Tract: One or more contiguous lots or parcels under the same ownership, including lots or parcels divided by a county or public road, or contiguous at a common point. Lots or parcels divided by a State Highway are not considered contiguous. (1/9/03)
- G. Golf Course: As defined in Subsection 407.06(B)(31). (1/9/03)
- H. Irrigated: Agricultural Land watered by an artificial or controlled means, such as sprinklers, furrows, ditches, or spreader dikes. An area or tract is "irrigated" if it is currently watered, or has established rights to use water for irrigation, including such tracts that receive water for irrigation from a water or irrigation district or other provider. For the purposes of this section, an area or tract within a water or irrigation district that was once irrigated shall continue to be considered "irrigated" even if the irrigation water was removed or transferred to another tract. (1/9/03)

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- I. Farm Stand: A structure designed and used for the sale of farm crops and livestock grown on the farm operation, or grown on the farm operation and other farm operations in the local agricultural area, including the sale of retail incidental items and fee based activity to promote the sale of farm crops or livestock sold at the farm stand if the annual sale of the incidental items and fees from promotional activity do not make up more than 25 percent of the total sales of the farm stand; and the farm stand does not include structures designed for occupancy as a residence or for activities other than the sale of farm crops and livestock and does not include structures for banquets, public gatherings or public entertainment. (1/9/03)
- J. Owner: For purposes of a Lot of Record Dwelling, "Owner" includes the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, nephew, niece, stepparent, stepchild, grandparent, or grandchild of the owner or a business entity owned by any one or a combination of these family members.
- K. Historic Property: As defined in ORS 358.480. (1/9/03)
- L. Accessory Farm Dwelling: Includes all types of residential structures allowed by the applicable state building code. (7/1/04)

401.04 PRIMARY USES ALLOWED ON LOW AND HIGH VALUE FARMLAND
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- A. Farm uses as defined in ORS 215.203. (1/9/03)
- B. Nonresidential buildings customarily provided in conjunction with farm uses. (1/9/03)
- C. Accessory buildings customarily incidental to an existing dwelling. (1/9/03)
- D. Propagation and harvesting of a forest product. Inside the Portland Metropolitan Urban Growth Boundary, refer to Subsection 1002.04 regarding a development restriction that may apply if excessive tree removal occurs. (9/28/10)
- E. Creation, restoration, or enhancement of wetlands. (11/4/10)
- F. Alteration, restoration, or replacement of a lawfully established dwelling. A lawfully established dwelling is a single family dwelling which has: (1/9/03)
 - 1. Intact exterior walls and roof structure; (1/9/03)

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2. Indoor plumbing consisting of a kitchen sink, toilet and bathing facilities connected to a sanitary waste disposal system; (1/9/03)
 3. Interior wiring for interior lights; and (1/9/03)
 4. A heating system. (1/9/03)
 5. The dwelling to be replaced shall be removed, demolished, or if not a manufactured dwelling, converted to an allowable use within 90 days of the occupancy of the new dwelling. Manufactured dwellings and residential trailers to be replaced must be removed from the property within 30 days of the occupancy of the new dwelling. (1/9/03)
 6. If the dwelling to be replaced is located on a portion of the lot not zoned for exclusive farm use, the applicant, as a condition of approval, shall execute and record in the deed records to the County Clerk an irrevocable deed restriction prohibiting the siting of a dwelling on that portion of the lot or parcel. Any release shall be signed by the Count and state that the provisions of this section regarding replacement dwellings have changed to allow the siting of another dwelling. (7/1/04)
- G. A winery as described in ORS 215.452. (1/9/03)
- H. Farm stands. (1/9/03)
- I. Operations for the exploration for, and production of, geothermal resources as defined by ORS 522.05 and oil and gas as defined by ORS 520.005, including the placement and operation of compressors, separators and other customary production equipment for an individual well adjacent to a wellhead. Any activities or construction relating to such operations shall not be a basis for an exception under ORS 197.732(1)(a) or (b). (1/9/03)
- J. Operations for the exploration for minerals as defined by ORS 517.750. Any activities or construction relating to such operations shall not be a basis for an exception under ORS 197.732(1)(a) or (b). (1/9/03)
- K. Climbing and passing lanes within a public right-of-way existing as of July 1, 1987. (1/9/03)
- L. Reconstruction or modification of public roads and highways including the placement of utility facilities overhead and in the subsurface of public roads and highways along the public right-of-way, but not including the addition of travel lanes, where no removal or displacement of buildings would occur, or no new land parcels result. (1/9/03)

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- M. Temporary public road and highway detours that will be abandoned and restored to original condition or use at such time as no longer needed. (1/9/03)
- N. Minor betterment of existing public road and highway related facilities such as maintenance yards, weigh stations and rest areas, within right-of-ways existing as of July 1, 1987, and contiguous public-owned property utilized to support the operation and maintenance of public roads and highways. (1/9/03)
- O. Reclaimed water, agricultural or industrial process water or biosolids for agricultural, horticultural or silvicultural production, or for irrigation in connection with a use allowed in an exclusive farm use zone under ORS Chapter 215. (1/9/03)
- P. Collocation of wireless telecommunication facilities listed in Subsection 835.04(A), subject to Section 835, provided such facilities include an existing tower that is over 200 feet in height. (7/1/04)
- Q. A site for the takeoff and landing of model aircraft, including such buildings or facilities as may reasonably be necessary. Buildings or facilities shall not be more than 500 square feet in floor area or placed on a permanent foundation unless the building or facility preexisted the use approved under this section. The site shall not include an aggregate surface or hard surface area unless the surface preexisted the use approved under this section. An owner of property used for the purpose authorized in this section may charge a person operating the use on the property rent for the property. An operator may charge users of the property a fee that does not exceed the operator's cost to maintain the property, buildings and facilities. As used in the section, "model aircraft" means a small-scale version of an airplane, glider, helicopter, dirigible or balloon that is used or intended to be used for flight and is controlled by radio, lines or design by a person on the ground. (11/4/10)

401.05 PRIMARY USES ALLOWED ON LOW VALUE FARMLAND (11/30/06)

- A. Churches and cemeteries in conjunction with churches. Churches shall not be sited within 3 miles of an Urban Growth Boundary. (1/9/03)

401.06 USES SUBJECT TO REVIEW BY THE PLANNING DIRECTOR (1/9/03)

- A. The following uses may only be approved where it: (1/9/03)
 - 1. Will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; and (1/9/03)

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2. Will not significantly increase the cost of accepted farm or forest practices on land devoted to farm or forest use. (1/9/03)
- B. Unless specified otherwise the following uses may be allowed on Low and High Value Farmland subject to Subsection 1305.02. (1/9/03)
1. A facility for the processing of farm crops located on a farm operation that provides at least one-quarter of the farm crops processed at the facility. The building established for the processing facility shall not exceed 10,000 square feet of floor area, exclusive of the floor area designated for preparation, storage or other farm use or devote more than 10,000 square feet of floor area to the processing activities within another building supporting farm uses. A processing facility shall comply with Subsection 401.10(G) and other applicable siting standards, but the standards shall not be applied in a manner that prohibits the siting of the processing facility. (1/9/03)
 2. A facility for the primary processing of forest products, provided that such facility is found to not seriously interfere with accepted farming practices and is compatible with farm uses described in ORS 215.203(2). Such a facility may be approved for a one-year period which is renewable. These facilities are intended to be only portable or temporary in nature. The primary processing of a forest product, as used in this section, means the use of a portable chipper or stud mill or other similar methods of initial treatment of a forest product in order to enable its shipment to market. Forest products, as used in this section, means timber grown upon a parcel of land or contiguous land where the primary processing facility is located. (1/9/03)
 3. Parking of 7 or fewer log trucks. The term "parking" does not include a maintenance/repair facility. The parking/storage of other forestry equipment is not permitted. (1/9/03)
 4. The propagation, cultivation, maintenance and harvesting of aquatic species. (1/9/03)
 5. Dwellings and other building customarily provided in conjunction with farm uses subject to Subsection 401.09(E) or (F) and OAR 660-033-0135. (1/9/03)
 6. A dwelling on real property used for farm use if the dwelling is located on the same lot or parcel as the dwelling of the farm operator and occupied by a relative, which means grandparent, grandchild, parent, child, brother or sister of the farm operator or the farm operator's spouse, whose assistance

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in the management of the farm use is or will be required by the farm operator subject to Subsection 401.09(H). (1/9/03)

7. Accessory farm dwellings customarily provided in conjunction with farm use subject to Subsection 401.09(I). (1/9/03)
8. One single family Lot of Record dwelling on a lawfully created lot or parcel subject to Subsection 401.09(B), (C) or (D). Lot of Record dwellings proposed on High Value Farmland composed of Class 1 or 2; or prime or unique Soils, shall be reviewed by the Hearings Officer subject to Section 1300. (1/9/03)
9. One manufactured dwelling, residential trailer or recreational vehicle, in conjunction with an existing dwelling as a temporary use for the term of a hardship suffered by the existing resident or a relative, as defined in Subsection 401.03(J), of the resident, subject to Subsection 1204.03. (1/9/03)
10. Replacement dwelling to be used in conjunction with farm use if the existing dwelling is listed on the National Register of Historic Places (as required under ORS 358.480). The use or operation of a historic property for other than uses provided under ORS 358.480(2), including use as a separate residence or creation of a separate parcel, shall be subject to all other applicable provisions of this Section. (1/9/03)
11. Residential home or facility as defined in ORS 197.660, in existing dwellings. (1/9/03)
12. Farmworker housing as defined in Subsection 202, subject to Subsection 401.09(I). (1/9/03)
13. Home occupations as provided in ORS 215.448 and Section 822. (1/9/03)
14. Construction of additional passing and travel lanes requiring the acquisition of right-of-way but not resulting in the creation of new land parcels. (1/9/03)
15. Reconstruction or modification of public roads and highways involving the removal or displacement of buildings but not resulting in the creation of new land parcels. (1/9/03)
16. Improvement of public road and highway related facilities, such as maintenance yards, weigh stations and rest areas, where additional property or right-of-way is required but not resulting in the creation of new land parcels. (1/9/03)

17. Utility facilities necessary for public service, including wetland waste water treatment systems, but not including commercial facilities for the purpose of generating electrical power for public use by sale or transmission towers over 200 feet in height. A utility facility necessary for public service may be established as provided in ORS 215.275. A facility is necessary if it must be situated in an agricultural zone in order for the service to be provided. (1/9/03)
 18. Collocation of wireless telecommunication facilities listed in Subsection 835.05(A)(2), subject to Section 835, provided such facilities include an existing tower that is over 200 feet in height. (1/9/03)
 19. Parks and playgrounds. A public park may be established consistent with the provisions of ORS 195.120. (1/9/03)
 20. Community centers owned by a governmental agency or a nonprofit community organization and operated primarily by and for residents of the local rural community. (1/9/03)
 21. Single family dwelling, not provided in conjunction with farm use subject to Subsection 401.09(G). (1/9/03)
 22. Fire service facilities providing rural fire protection services. (1/9/03)
- C. The following uses may be allowed on Low Value Farmland subject to Subsection 1305.02. (1/9/03)
1. Private parks, playgrounds, hunting and fishing preserves and campgrounds except as provided for in Subsection 401.08(F). (7/1/04)
 - a. A campground is an area devoted to overnight temporary use for vacation, recreational or emergency purposes, but not for residential purposes. A camping site may be occupied by a tent, travel trailer or recreational vehicle. Campgrounds shall not include intensively developed recreational areas such as swimming pools, tennis courts, retail stores or gas stations. (7/1/04)
 - b. A private campground may provide yurts for overnight camping. No more than one-third or a maximum of 10 campsites, whichever is smaller, may include a yurt. The yurt shall be located on the ground or on a wood floor with no permanent foundation. A "yurt" means a round, domed shelter of cloth or canvas on a collapsible frame with no plumbing, sewage disposal hookup or internal cooking appliance. (7/1/04)

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401.07 CONDITIONAL USES

Conditional uses may be allowed subject to review by the Hearings Officer pursuant to Section 1300. Approval shall not be granted unless the proposal complies with Section 1203 and any applicable provisions of Section 800. (5/22/03)

- A. Except for uses listed under Subsections 401.07(B)(4) and (C)(2), the use may only be approved where it: (11/30/06)
 - 1. Will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; and (1/9/03)
 - 2. Will not significantly increase the cost of accepted farm or forest practices on land devoted to farm or forest use. (1/9/03)

- B. The following uses may be allowed on Low and High Value Farmland, subject to Subsection 401.07: (11/30/06)
 - 1. Commercial activities that are in conjunction with farm use but not including the processing of farm crops as provided for in Subsection 401.06(B)(1). (7/1/04)
 - 2. Mineral, aggregate, oil, and gas uses. Pursuant to ORS 215.298, a land use permit is required for mining more than 1000 cubic yards of material or excavation preparatory to mining of a surface area of more than one acre. A permit for mining of aggregate shall be issued only for a site included on an inventory acknowledged in the Comprehensive Plan. (11/30/06)
 - a. Operations conducted for mining, crushing, or stockpiling of aggregate and other mineral and other subsurface resources, subject to ORS 215.298. (11/30/06)
 - b. Processing as defined by ORS 517.750 of aggregate into asphalt or Portland cement. New uses that batch and blend mineral and aggregate into asphalt cement may not be authorized within 2 miles of a planted vineyard. Planted vineyard means one or more vineyards totaling 40 acres or more that are planted as of the date the application for batching and blending is filed. (1/9/03)
 - c. Processing of other mineral resources and other subsurface resources. (1/9/03)

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- d Operations conducted for mining and processing of geothermal resources as defined by ORS 522.005 and oil and gas as defined by ORS 520.005 not otherwise permitted under Subsection 401.04(I). (1/9/03)
- 3. Personal use airports for airplanes and helicopter pads, including associated hangar, maintenance, and service. A personal use airport as used in this subsection means an airstrip restricted, except for aircraft emergencies, to use by the owner, and on an infrequent and occasional basis, by invited guests and by commercial aviation activities in connection with agricultural operations. No aircraft may be based on a personal-use airport other than those owned or controlled by the owner of the airstrip. Exceptions to the activities permitted under this definition may be granted through waiver action by the Oregon Department of Aviation in specific instances. A personal use airport lawfully existing as of September 13, 1975, shall continue to be permitted subject to any applicable rules of the Oregon Department of Aviation. (11/30/06)
- 4 Roads, highways and other transportation facilities, and improvements not allowed under Subsections 401.04 through 401.06. Such uses may be established, subject to the adoption of an Exception to Statewide Planning Goal 3, Agricultural Lands, and to any other applicable Statewide Planning Goal with which the facility or improvement does not comply. In addition, transportation uses and improvements may be authorized under conditions and standards as set forth in Oregon Administrative Rules 660-012-0035 and 660-012-0065. (11/30/06)
- 5. Transmission towers over 200 feet in height. Towers supporting wireless telecommunication facilities are subject to Section 835. (1/9/03)
- 6. Commercial utility facilities for the purpose of generating power for public use by sale. A power generation facility shall not preclude more than 12 acres on High Value Farmland, or more than 20 acres on Low Value Farmland, from use as a commercial agricultural enterprise unless an exception is taken pursuant to Oregon Administrative Rules 660, Division 4. (11/30/06)
- 7. An aerial fireworks display business that has been in continuous operation at its current location within an exclusive farm use zone since December 31, 1986, and possesses a wholesaler's permit to sell or provide fireworks, and is subject to ORS 215.297. (7/1/04)
- 8. A home occupation to host events, subject to Section 806. (11/30/06)
- C. The following uses may be allowed on Low Value Farmland subject to Subsection 401.07. (1/9/03)
 - 1. Dog kennels. (11/4/10)

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2. A site for the disposal of solid waste approved by the governing body of a city or county or both and for which a permit has been granted under ORS 459.245 by the Department of Environmental Quality together with equipment, facilities, or buildings necessary for its operation. (11/30/06)
3. Composting facilities, subject to Section 834. (11/30/06)
4. Golf courses, on land determined not to be high value farmland, as defined in ORS 195.300. (11/4/10)
5. Public or private schools for kindergarten through grade 12, including all buildings essential to the operation of a school, primarily for residents of the rural area in which the school is located. (11/4/10)

401.08 PROHIBITED AND PREEXISTING USES (11/30/06)

- A. Structures and uses of land not specifically mentioned in this Section. (1/9/03)
- B. Bed and Breakfast Residences and Inns. (1/9/03)
- C. Outdoor advertising displays, advertising signs or advertising structures, except as provided in Section 1010. (1/9/03)
- D. Any lot division, or property line adjustment, except those approved pursuant to Subsection 401.10 and Section 1107. (4/13/06)
- E. Subdivisions, except as provided for in Subsection 401.10(A). (1/9/03)
- F. All other legally established preexisting uses and structures not specifically permitted in Section 401 shall be nonconforming uses subject to Section 1206. (1/9/03)
- G. Preexisting uses on High Value Farmland which are located wholly within this zone may be maintained, enhanced or expanded on the same tract subject to Section 1206, except golf courses may be expanded to no more than 18 holes. (1/9/03)
- H. A nonconforming school use may be expanded subject to:
 1. Section 1206; and (11/4/10)
 2. The use was established on or before January 1, 2009; and (11/4/10)
 3. The expansion occurs on: (11/4/10)

- a. The tax lot on which the school was established on or before January 1, 2009; or (11/4/10)
 - b. A tax lot that is contiguous to the tax lot described in 'a' above; and that was owned by the applicant on January 1, 2009; and (11/4/10)
4. Meets the standards as provided in Subsection 401.06(A)(1) and (2). (11/4/10)
- I. Manufactured Dwelling Parks: Redevelopment of a manufactured dwelling park with a different use shall require compliance with Subsection 825.03. (12/20/07)

401.09 CRITERIA FOR DWELLINGS (11/30/06)

A permanent dwelling may be established under the following applicable provisions, when the applicant provides a complete application as required in Section 401.11 and subject to Subsections 1001.02 and 1305.02. The landowner for any dwelling approved under this Section shall sign and record in the deed records for the county a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937. (1/9/03)

- A. The SCS Soils Atlas for Clackamas County shall be used to determine the soil classification and soil rating for a specific lot or parcel, except;
1. For purposes of approving a Lot of Record Dwelling application, the applicant may submit a report from a soils scientist whose credentials are acceptable to the State Department of Agriculture that the soil class, soil rating or other soil designation should be changed; and submits a statement from the State Department of Agriculture that the Director of Agriculture or the director's designee has reviewed the report and finds the analysis in the report to be soundly and scientifically based.
 2. For Nonfarm Dwelling applications, the applicant may submit a more detailed site specific soils report from a soils scientist who is certified as a soils classifier by the ARCPACS (A Federation of Certifying Boards in Agronomy, Biology, Earth and Environmental Sciences) and submit a statement from the county Soils Section of the Water and Environment Services that finds the analysis in the report to be soundly and scientifically based. (1/9/03)

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- B. LOT OF RECORD DWELLING; When determined to be located on Low Value Farmland; subject to the following criteria: (1/9/03)
1. The lot or parcel on which the dwelling will be sited was lawfully created prior to January 1, 1985; (1/9/03)
 2. The lot or parcel has been under the continuous ownership of the present owner who either; (1/9/03)
 - a. Acquired the lot or parcel prior to January 1, 1985; or (1/9/03)
 - b. Acquired the lot or parcel by devise or intestate succession from a person or persons who had continuously owned the property since January 1, 1985; (1/9/03)
 3. The tract on which the dwelling will be sited does not include a dwelling; (1/9/03)
 4. The lot or parcel on which the dwelling will be sited was not part of a tract that contained a dwelling on November 4, 1993; (1/9/03)
 5. The proposed dwelling is not prohibited by, and will comply with, the requirements of the acknowledged comprehensive plan, this ordinance and other provisions of law; (1/9/03)
 6. When the lot or parcel on which the dwelling will be sited is part of a tract, all remaining portions of the tract are consolidated into a single lot or parcel when the dwelling is allowed; (1/9/03)
 7. The dwelling either will not seriously interfere with the preservation of big game winter range areas identified on Comprehensive Plan Map III-2 or can be adequately mitigated. Estimated impacts and appropriate mitigation measures shall be submitted by the applicant and based on the best available data and assessment methods from the appropriate agency. The Oregon Department of Fish and Wildlife suggests to the county that in the absence of mitigation measures, winter range is seriously impacted by residential densities which exceed 1 unit per 80 acres or 1 unit per 40 acres, if clustered within 200 feet. (1/9/03)
 8. An approval to construct a dwelling granted under this Subsection may be transferred to any other person after the effective date of the land use decision. (1/9/03)

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- C. LOT OF RECORD DWELLING: When determined to be located on High Value Farmland consisting predominantly of Class III and IV Soil; subject to the following criteria: (1/9/03)
1. The lot or parcel on which the dwelling will be sited was lawfully created prior to January 1, 1985; (1/9/03)
 2. The lot or parcel has been under the continuous ownership of the present owner who either; (1/9/03)
 - a. Acquired the lot or parcel prior to January 1, 1985; or (1/9/03)
 - b. Acquired the lot or parcel by devise or intestate succession from a person or persons who had continuously owned the property since January 1, 1985; (1/9/03)
 3. The tract on which the dwelling will be sited does not include a dwelling; (1/9/03)
 4. The lot or parcel on which the dwelling will be sited was not part of a tract that contained a dwelling on November 4, 1993; (1/9/03)
 5. The proposed dwelling is not prohibited by, and will comply with, the requirements of the acknowledged comprehensive plan, this ordinance and other provisions of law; (1/9/03)
 6. When the lot or parcel on which the dwelling will be sited is part of a tract, all remaining portions of the tract are consolidated into a single lot or parcel when the dwelling is allowed; (1/9/03)
 7. The tract is no more than 21 acres; (1/9/03)
 8. The tract is bordered on at least 67% of its perimeter by tracts that are smaller than 21 acres, and at least two such tracts had dwellings on January 1, 1993; or, the tract is bordered on at least 25% of its perimeter by tracts that are smaller than 21 acres, and at least four dwellings existed on January 1, 1993, within one-quarter mile of the center of the subject tract. Up to two of the four dwellings may lie within an urban growth boundary, but only if the subject tract abuts an urban growth boundary; (1/9/03)
 9. The dwelling either will not seriously interfere with the preservation of big game winter range areas identified on Comprehensive Plan Map III-2 or the impacts can be adequately mitigated so as not to interfere. Estimated impacts and appropriate mitigation measures shall be submitted by the applicant and based on the best available data and assessment methods

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from the appropriate agency. The Oregon Department of Fish and Wildlife suggests to the county that in the absence of impact mitigation measures, winter range is seriously considered impacted by residential densities which exceed 1 unit per 80 acres or 1 unit per 40 acres, if clustered within 200 feet. (1/9/03)

10. An approval to construct a dwelling granted under this Subsection may be transferred to any other person after the land use decision becomes final. (1/9/03)

D. LOT OF RECORD DWELLING: When determined to be located on High Value Farmland consisting predominantly of Prime, Unique, Class I or II Soils if a Hearings Officer review pursuant to Subsection 1300 finds the following: (1/9/03)

1. The lot or parcel on which the dwelling will be sited was lawfully created prior to January 1, 1985; (1/9/03)

2. The lot or parcel has been under the continuous ownership of the present owner who either; (1/9/03)

a. Acquired the lot or parcel prior to January 1, 1985; or (1/9/03)

b. Acquired the lot or parcel by devise or intestate succession from a person or persons who had continuously owned the property since January 1, 1985; (1/9/03)

3. The tract on which the dwelling will be sited does not include a dwelling; (1/9/03)

4. The lot or parcel on which the dwelling will be sited was not part of a tract that contained a dwelling on November 4, 1993; (1/9/03)

5. The proposed dwelling is not prohibited by, and will comply with, the requirements of the acknowledged comprehensive plan, this ordinance and other provisions of law; (1/9/03)

6. When the lot or parcel on which the dwelling will be sited is part of a tract, all remaining portions of the tract are required to be consolidated into a single lot or parcel; (1/9/03)

7. The lot or parcel cannot practicably be managed for farm use, by itself or in conjunction with other land, due to extraordinary circumstances inherent in the land or its physical setting that do not apply generally to other land in the vicinity; (1/9/03)

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8. The dwelling will comply with the provisions of 401.07(A)(1) and (2); (1/9/03)
9. The dwelling will not materially alter the stability of the overall land use pattern in the area; (1/9/03)
10. The dwelling either will not seriously interfere with the preservation of big game winter range areas identified on Comprehensive Plan Map III-2 or can be adequately mitigated. (Estimated impacts and appropriate mitigation measures shall be submitted by the applicant and based on the best available data and assessment methods from the appropriate agency. The Oregon Department of Fish and Wildlife suggests to the county that in the absence of mitigation measures, winter range is seriously impacted by residential densities which exceed 1 unit per 80 acres or 1 unit per 40 acres, if clustered within 200 feet). (1/9/03)
11. An approval to construct a dwelling granted under this Section may be transferred to any other person after the effective date of the land use decision. (1/9/03)

E. DWELLING IN CONJUNCTION WITH A FARM USE ON HIGH VALUE FARMLAND: A primary farm dwelling for the farm operator may be allowed subject to the following criteria: (1/9/03)

1. The subject tract is currently employed in farm use that produced at least \$80,000 in gross annual income from the sale of farm products in the last 2 years or 3 of the last 5 years; (1/9/03)
2. The lot or parcel on which the dwelling will be sited was lawfully created; (1/9/03)
3. Except as permitted in Subsection 401.09(I), there is no other dwelling on the subject tract; (1/9/03)
4. The dwelling will be occupied by a person or persons who produced the commodities which generated the income; (1/9/03)
5. In determining the gross income requirement, the cost of purchased livestock shall be deducted from the total gross annual income attributed to the tract. Only gross annual income from land owned, not leased or rented, shall be counted. (1/9/03)
6. An irrevocable deed restriction shall be recorded with the County Clerks Office acknowledging that all future rights to construct a dwelling on other

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properties used to qualify the primary farm dwelling is precluded except for accessory farm dwellings, accessory relative farm dwellings, temporary hardship dwelling or replacement dwellings, and that any gross farm income used to qualify the primary farm dwelling cannot be used again to qualify any other parcel for a primary farm dwelling. (7/1/04)

7. Only a lot or parcel zoned for farm use in Clackamas County or a contiguous county may be used to meet the gross income requirements. (1/9/03)

F. DWELLING IN CONJUNCTION WITH A FARM USE ON LOW VALUE FARMLAND: A primary farm dwelling for the farm operator may be allowed on low value farmland subject to the following criteria: (1/9/03)

1. Income Test; Criteria: (1/9/03)
 - a. The subject tract is currently employed for the farm use that produced at least \$32,500 in gross annual income from the sale of farm products in the last 2 or 3 of the last 5 years; (1/9/03)
 - b. Except as permitted in Subsection 401.09(I), there is no other dwelling on the subject tract; (1/9/03)
 - c. The lot or parcel on which the dwelling will be sited was lawfully created; (1/9/03)
 - d. The dwelling will be occupied by a person or persons who produced the commodities which generated the income; (1/9/03)
 - e. In determining the gross income, the cost of purchased livestock shall be deducted from the total gross income attributed to the tract. Only gross income from land owned, not leased or rented, shall be counted; or (1/9/03)
 - f. Gross farm income earned from a lot or parcel which has been used previously to qualify another lot or parcel for the construction or siting of a primary farm dwelling may not be used. (1/9/03)
 - g. Only a lot or parcel zoned for farm use in Clackamas County or a contiguous county may be used to meet the gross income requirements. (1/9/03)
 - h. An irrevocable deed restriction shall be recorded with the County Clerks Office acknowledging that all future rights to construct a dwelling on other properties used to qualify the primary farm dwelling

is precluded except for accessory farm dwellings, accessory relative farm dwellings, temporary hardship dwelling or replacement dwellings, and that any gross farm income used to qualify the primary farm dwelling cannot be used to qualify any other parcel for a primary farm dwelling. (7/1/04)

2. 160 Acre Test; Criteria:

- a. The parcel on which the dwelling will be located is at least 160 acres; (1/9/03)
- b. The subject tract is currently employed in a farm use; (1/9/03)
- c. The dwelling will be occupied by a person or persons who will be principally engaged in the farm use of the land, such as planting, harvesting, marketing or caring for livestock at a commercial scale; (1/9/03)
- d. Except as permitted in Subsection 401.09(I), there is no other dwelling on the subject tract; or (1/9/03)

3. Capability Test; Criteria: (1/9/03)

- a. The subject tract is at least as large as the median size of those commercial farm or ranch tracts capable of generating at least \$10,000 in annual gross sales that are located within a study area which includes all tracts wholly or partially within one mile from the perimeter of the subject tract; (1/9/03)
- b. The subject tract is capable of producing at least the median level of annual gross sales of county indicator crops as the same commercial farm or ranch tracts used to calculate the tract size in Subsection 401.09(F)(3)(a); (1/9/03)
- c. The subject tract is currently employed in farm use at a level capable of producing the annual gross sales required in Subsection 401.09(F)(3)(b); (1/9/03)
- d. The subject lot or parcel on which the dwelling is proposed is not less than 10 acres; (1/9/03)
- e. Except as permitted in Subsection 401.09(I), there is no other dwelling on the subject tract; (1/9/03)

- f. If no farm use has been established at the time of application, land use approval shall be subject to a condition that no building permit may be issued prior to the establishment of the farm use required by Subsection 401.09(F)(3)(c). (1/9/03)

G. DWELLING NOT IN CONJUNCTION WITH A FARM USE: A dwelling for a nonfarm use may be allowed subject to the following criteria: (1/9/03)

1. The dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming or forest practices on nearby lands devoted to farm or forest use; (1/9/03)
2. The dwelling will be sited on a lot or parcel that is predominantly composed of Class IV through Class VIII soils that would not, when irrigated, be classified as prime, unique, Class I or Class II soils; (1/9/03)
3. The dwelling will be sited on a lot or parcel lawfully created before January 1, 1993; (1/9/03)
4. The dwelling shall not materially alter the stability of the overall land use pattern of the area. The County shall consider the cumulative impact of possible new nonfarm dwellings and parcels on other lots in the area similarly situated, subject to OAR 66-033-0130(4)(a)(D)(i) through (iii). (7/1/04)
 - a. Identify a study area for the cumulative impacts analysis. The study area shall include at least 2,000 acres or a smaller area not less than 1,000 acres, if the smaller area is a "distinct agricultural area" based on topography, soils types, land use pattern, or the type of farm operations or practices that distinguish it from other adjacent agricultural areas. Findings shall describe the study area, its boundaries, and the location of the subject parcel with this area, why the selected area is representative of the land use pattern surrounding the subject parcel and is adequate to conduct the analysis required by this standard. Lands zoned for rural residential or other urban or nonresource uses shall not be included in the study area; and to the extent OAR 660-033-0130(4)(a)(D)(ii) is applicable. (7/1/04)
 - b. Determine whether approval of the proposed nonfarm dwelling together with existing nonfarm dwellings will materially alter the stability of the land use pattern in the area. The stability of the land use pattern will be materially altered if the cumulative effect of existing and potential nonfarm dwellings will make it more difficult for the existing types of farms in the area to continue operation due to diminished opportunities to expand, purchase or lease farmland, acquire water

rights or diminish the number of tracts or acreage in farm use in a manner that will destabilize the overall character of the study area.
(7/1/04)

5. The dwelling shall comply with such other conditions as the county considers necessary. (1/9/03)
6. Prior to Planning approval for issuance of a building or manufactured dwelling permit, the applicant shall notify the County Assessor that the lot or parcel is no longer being used for farmland and; request the County Assessor to disqualify the lot or parcel for special assessment under ORS 308.370, 308.765, 321.257 to 321.381, 321.730 or 321.815 and; pay any additional tax imposed upon disqualification from special assessment. A lot or parcel that has been disqualified pursuant to this Section shall not requalify for special assessment unless, when combined with another contiguous lot or parcel, it constitutes a qualifying parcel. (1/9/03)

H. ACCESSORY FARM DWELLING - RELATIVE; An accessory farm dwelling for a relative of the farm operator may be allowed subject to the following criteria: (1/9/03)

1. The accessory farm dwelling shall be located on the same lot or parcel as the primary farm dwelling of the farm operator; (1/9/03)
2. The accessory farm dwelling shall be located on a lawfully created lot or parcel; (1/9/03)
3. The accessory farm dwelling shall be occupied by a child, parent, stepparent, grandchild, grandparent, stepgrandparent, sibling, stepsibling, niece, nephew or first cousin, of the farm operator or the farm operator's spouse, whose assistance in the management and farm use, such as planting, harvesting, marketing or caring for livestock, is or will be required by the farm operator. The size, type, and intensity of the farm operation shall be used to evaluate the need for the dwelling; (1/9/03)
4. The accessory farm dwelling shall be occupied by person whose assistance in the management and farm use of the existing commercial farming operation is required by the farm operator. The farm operator shall continue to play the predominant role in the management of the farm use of the farm. A farm operator is a person who operates a farm , doing the work and making the day-to-day decisions about such things as planting, harvesting, feeding and marketing; (7/1/04)

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5. There are no other dwellings on the lot or parcel that are vacant or currently occupied by persons not working on the subject farm and that could reasonably be used as an accessory farm dwelling.
6. At any time the accessory farm dwelling is not used for farm help or the farm management plan is not implemented and maintained as approved in the land use application, the dwelling shall be removed, demolished or if not a manufactured dwelling, converted to a nonresidential accessory structure (change of occupancy permit) within 90 days. (1/9/03)

I. ACCESSORY FARM DWELLING - NONRELATIVE: An accessory farm dwelling for a Nonrelative of the farm operator may be allowed subject to the following criteria:

1. The accessory farm dwelling shall be occupied by a person or persons who will be principally engaged in the farm use of the land and whose seasonal or year-round assistance in the management of the farm use, such as planting, harvesting, marketing or caring for livestock, is or will be required by the farm operator; (1/9/03)
2. The accessory farm dwelling shall be located on a lawfully created lot or parcel; (1/9/03)
3. The accessory farm dwelling shall be located: (1/9/03)
 - a. On the same lot or parcel as the primary farm dwelling; or (1/9/03)
 - b. On the same tract as the primary farm dwelling when the lot or parcel on which the accessory farm dwelling will be sited is consolidated into a single parcel with all other contiguous lots and parcels in the tract; or (1/9/03)
 - c. On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is a manufactured dwelling and a deed restriction is filed with the County Clerk. The deed restriction shall require the manufactured dwelling to be removed when the lot or parcel is conveyed to another party. The manufactured dwelling may remain if it is re-approved pursuant to Section 401; or (1/9/03)
 - d. On a lot or parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is limited to only attached multi-unit residential structures allowed by the applicable state building code or similar types of farm labor housing as existing farm labor housing on the farm operation registered with the Department of Consumer and Business Services, Oregon Occupational Safety and Health Division

under ORS 658.750. The county shall require all accessory farm dwellings approved in this subsection to be removed, demolished or converted to a nonresidential use when farm worker housing is no longer required; or (7/1/04)

- e. On a parcel on which the primary farm dwelling is not located, when the accessory farm dwelling is located on a lot or parcel at least the size of the applicable minimum lot size and the lot or parcel complies with the gross farm income requirements of Subsection 401.09(E)(1) or 401.09(F)(1) whichever is applicable. (1/9/03)
4. There is no other dwelling on lands designated for exclusive farm use owned by the farm operator that is vacant or currently occupied by persons not working on the subject farm or ranch and that could reasonably be used as an accessory farm dwelling; (1/9/03)
 5. The primary farm dwelling to which the proposed dwelling would be accessory, shall meet one of the following: (1/9/03)
 - a. On Low Value Farmland, the primary farm dwelling is located on a farm or ranch operation that is currently employed in farm use, as defined in ORS 215.203, and produced at least \$32,500 in gross annual income from the sale of farm products within the last 2 years or 3 of the last 5 years; or (1/9/03)
 - b. On land identified as High Value Farmland, the primary farm dwelling is located on a farm or ranch operation that is currently employed in farm use, as defined in ORS 215.203, and produced at least \$80,000 in gross annual income from the sale of farm products in the last 2 years or 3 of the last 5 years; (1/9/03)
 6. In determining the gross annual income, the cost of purchased livestock shall be deducted from the total gross income attributed to the tract. Only gross annual income from land owned, not leased or rented, shall be counted. (1/9/03)
 7. Any proposed land division or property line adjustment of a lot or parcel for an accessory farm dwelling approved pursuant to this Subsection shall not be approved. If it is determined that an accessory farm dwelling satisfies the requirements for a dwelling in conjunction with a farm use under Subsection 401.09(E or F), a parcel may be created consistent with the minimum parcel size requirements in Subsection 401.10(A); (1/9/03)

8. An accessory farm dwelling approved pursuant to this Subsection shall not later be used to satisfy the requirements for a dwelling not provided in conjunction with farm use pursuant to Subsection 401.06(B)(21). (1/9/03)
9. At any time the dwelling is not used for farm help or the farm management plan is not implemented and maintained as approved in the land use application, the dwelling shall be removed, demolished or if not a manufactured dwelling, converted to a nonresidential accessory structure (change of occupancy permit) within 90 days. (1/9/03)

401.10 LAND DIVISIONS, DIMENSIONS AND ADJUSTMENTS (1/9/03)

Land divisions proposed for primary uses may be permitted by the Planning Director, subject to Subsection 1305.02. All land divisions under this subsection shall be subject to ORS Chapter 92. Lot divisions shall be processed and reviewed consistent with the following criteria: (1/9/03)

- A. Land Divisions: All new parcels shall be at least 80 acres. Land divisions for primary uses may be permitted by the Planning Director pursuant to Subsection 1305.02. (1/9/03)
- B. Conditional Use Divisions: The Hearings Officer may approve a division of land for nonfarm uses, except dwellings, set out in ORS 215.283(2) if the Hearings Officer finds that the parcel for the nonfarm use is not larger than the minimum size necessary for the use. Such land divisions shall be received pursuant to Section 1300. (1/9/03)
- C. Nonfarm Use Land Divisions: Lots less than 80 acres in size may be approved by the Planning Director pursuant to Subsection 1305.02 and subject to the following criteria: (1/9/03)
 1. The originating lot or parcel is at least 80 acres, and is not stocked to the requirements under ORS 527.610 to 527.770, (1/9/03)
 2. The lot is composed of at least 95% Class VI through Class VIII agricultural soils, and composed of at least 95% soils not capable of producing 50 cubic feet per acre per year of wood fiber; (1/9/03)
 3. The new lot or parcel for a dwelling will not be smaller than 20 acres; (1/9/03)
 4. The criteria in Section 401.09(G)(1,2,4,5 and 6) are satisfied. (1/9/03)
- D. Historic property land divisions subject to Section 707. (1/9/03)

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- E. Property line adjustments shall be subject to Section 1107. (4/13/06)
- F. Right-of-Way Inclusion: For purposes of satisfying the lot size requirements of this district, lots which front on existing county or public roads may include the land area between the front property line and the middle of the road right-of-way. Lots which front on state and federal highways may not include the land area between the front property line and the middle of the road right of way. (1/9/03)
- G. Structure Setbacks:
 - 1. Minimum front yard setback: 30 feet. (1/9/03)
 - 2. Minimum rear yard setback: 30 feet (1/9/03)
 - 3. Minimum side yard setback: 10 feet (1/9/03)
 - 4. Minimum setbacks for accessory structures: Accessory structures shall maintain a minimum front yard setback of 30 feet and minimum rear and side yard setbacks of 10 feet. (1/9/03)
 - 5. Corner Visions: No sight-obscuring structures or plantings exceeding 30 inches in height shall be located within a 20 foot radius of the lot corner nearest the intersection of two public, county or state road, or from the intersection of a private driveway or easement and a public, county or state road. Trees located within a 20 foot radius of any such intersection shall be maintained to allow 8 feet of visual clearance below the lowest hanging branches. (1/9/03)

401.11 SUBMITTAL REQUIREMENTS

- A. Planning Director Review: An application for any use requiring review by the Planning Director pursuant to Subsection 1305.02 shall include the following: (1/9/03)
 - 1. A complete Land Use Application Form;
 - 2. Accurate Site Plan drawn to scale on 8.5"x 11" or 8.5"x 14" paper, showing the property and proposal;
 - 3.- Application fee;
 - 4. Supplemental Application Form addressing each of the applicable approval criteria for the proposed use.

5. Farm dwellings requiring a justification of income shall include tax forms, farm receipts, or other appropriate documentation demonstrating the income produced from the subject property. (1/9/03)

401.12 PERMIT EXPIRATION

- A. A discretionary decision except as provided in Subsection 401.12(C) and a land division, made after (1/9/03), approving a proposed development is void 2 years after the date of mailing of the final decision if the development is not initiated within that period. For purposes of this Subsection, a development is initiated if all necessary development permits are approved by the Planning Division and submitted to the Building Services Division. (1/9/03)
- B. One extension period of up to 12 months may be granted if:
 1. The applicant makes a written request for an extension; (1/9/03)
 2. The written request is submitted prior to the expiration of the approval period; (1/9/03)
 3. The applicant identifies reasons that prevented the beginning or continuing of the development within the approval period; (1/9/03)
 4. The County determines that the applicant was unable to begin or continue development during the approval period for reasons for which the applicant was not responsible. (1/9/03)
- C. If a permit is approved for a proposed residential development on agricultural land outside of an urban growth boundary, the permit shall be valid for 4 years after the date of mailing of the final decision; and (1/9/03)
 1. One extension period of up to 2 years may be granted. (1/9/03)
 2. For the purposes of this provision, "residential development" only includes the dwellings provided for under Section 401. (1/9/03)
- D. Approval or denial of an extension granted under this Subsection is an administrative decision, is not a land use decision as described in ORS 197.015 and is not subject to appeal as a land use decision. (1/9/03)