

Application for a Permit to Use Ground Water



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0980
www.wrd.state.or.us

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME William L Morris III and Shelly Ann Morris		PHONE (HM) (805) 524-5256
PHONE (WK) (805) 524-7920	CELL (805) 432-2360	FAX (805) 524-1471
ADDRESS 3244 Goodenough Rd		
CITY Fillmore	STATE CA ZIP 93015	E-MAIL* beamore@msn.com

Organization Information

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

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

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

Note: Attach multiple copies as needed

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

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot use water legally until the Water Resources Department issues a permit.
- Oregon law requires that a permit be issued before beginning construction of any proposed well, unless the use is exempt. Acceptance of this application does not guarantee a permit will be issued.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land-use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water-right holders to get water to which they are entitled.

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

Applicant Signature

Applicant Signature

William L Morris III

Print Name and title if applicable

10/17/13

Date

Shelly Ann Morris

Print Name and title if applicable

10/17/13

Date

For Department Use

App. No. _____

Permit No. _____

Date _____

Revised 3/1/2010

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SALEM, OREGON

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SECTION 2: PROPERTY OWNERSHIP

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

☒ Yes

☒ There are no encumbrances.

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

☐ No

☐ I have a recorded easement or written authorization permitting access.

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

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

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

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

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

SECTION 3: WELL DEVELOPMENT

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
N/A	N/A Westport Slough	50'	2'

Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) not documented in the attached well log or other materials (*attach additional sheets if necessary*).

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SECTION 3: WELL DEVELOPMENT, CONTINUED

Source (aquifer), if known:

Deepport Slough

Total maximum rate requested:

2.02 cfs

(each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

Complete the table below. If this is an existing well, the following information may be found on the applicable well log. (If a well log is available, please submit it in addition to completing the table.) If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner.

(See Narrative)

										PROPOSED USE			
OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL- SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
	☒	☐		☐	(not a borehole)					Shallow Ground Water	2'		1460 ac/yr
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									

* Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.

** A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.

*** Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

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SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Crop Irrigation	March - October	1460 acre feet
<u>Aquatic Life</u>	<u>Year Round</u>	

Exempt Uses: Please note that 15,000 gallons per day for single or group domestic purposes and 5,000 gallons per day for a single industrial or commercial purpose are exempt from permitting requirements.

For irrigation use only:

Please indicate the number of primary and supplemental acres to be irrigated (*must match map*).

Primary: 35.80 Acres

Supplemental: _____ Acres

List the Permit or Certificate number of the underlying primary water right(s): _____

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

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

SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

What equipment will you use to pump water from your well(s)?

☐ Pump (give horsepower and type): _____

☒ Other means (describe): Artesian Well (excavate to intersect GW table).

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.

The water would flow from a hole bored through the clay surface and travel through a series of watercress beds where it would finally enter a collecting stream at the Southernmost portion of the property

(in troughs)

B. Application Method

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

Flood irrigation through the proposed watercress beds.

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to aquatic life and riparian habitat; prevent the discharge of contaminated water to a surface stream; prevent adverse impact to public uses of affected surface waters.

4 8.8 Acre feet/day flood irrigation proposed to flow constantly through watercress beds with flood irrigation. I plan to allow the water to flow freely into a collecting stream at the Southern end of the property.

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SECTION 6: STORAGE OF GROUND WATER IN A RESERVOIR

If you would like to store ground water in a reservoir, complete this section (if more than one reservoir, reproduce this section for each reservoir).

Reservoir name: ~~Westport Slough~~ N/A Acreage inundated by reservoir: _____

Use(s): _____

Volume of Reservoir (acre-feet): _____ Dam height (feet, if excavated, write "zero"): _____

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

SECTION 7: USE OF STORED GROUND WATER FROM THE RESERVOIR

If you would like to use stored ground water from the reservoir, complete this section (if more than one reservoir, reproduce this section for each reservoir).

Annual volume (acre-feet): ~~Unknown~~ N/A

USE OF STORED GROUND WATER	PERIOD OF USE
Irrigation of water across farm	March-November

SECTION 8: PROJECT SCHEDULE

Date construction will begin: March, 2014

Date construction will be completed: August, 2014

Date beneficial water use will begin: March, 2014

SECTION 9: WITHIN A DISTRICT

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

Irrigation District Name Marshland Drainage District	Address <u>12589 Hwy 38</u>
City <u>Catskanie</u>	State <u>OR</u> Zip <u>97016</u>

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Ground Water-7

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7 South 5 North

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Land Use

Information Form



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

Applicant: William Morris
First Last
Mailing Address: 3244 Goodenough Rd
Fillmore CA 93015 Daytime Phone: (805) 432-2360
City State Zip

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	Acres	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be			Proposed Land Use
<u>7N</u>	<u>5E</u>	<u>4</u>	<u>NE 1/4</u>	<u>200</u>		☒ Diverted	☒ Conveyed	☒ Used	<u>Irrigation</u>
						☐ Diverted	☐ Conveyed	☐ Used	
						☐ Diverted	☐ Conveyed	☐ Used	
						☐ Diverted	☐ Conveyed	☐ Used	

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

Colusa County

B. Description of Proposed Use

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

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

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

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:

Watercess Farm, Artesian Well

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

See bottom of Page 3. →

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7504-W-W200

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

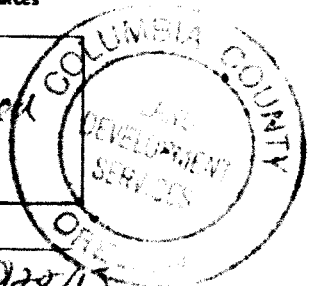
Please check the appropriate box below and provide the requested information

- ☒ Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): _____
- ☐ Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) If approvals have been obtained but all appeal periods have not ended, check "Being pursued."

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	One Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ 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.

Water rest Farming is a permitted use
in the Primary Agriculture Zone conditional
in Section 304-1 of the Zoning Ordinance



Name: Deborah S. Jacob Title: Planner II
Signature: Deborah S. Jacob Phone: 503-597-7260 Date: 9/20/13
Government Entity: Columbia County, Oregon

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

Receipt for Request for Land Use Information

Applicant name: _____
City or County: _____ Staff contact: _____
Signature: _____ Phone: _____ Date: _____

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COLUMBIA County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2014

October 22, 2013 10:57:19 am

Account # 27350
 Map # 7N5W04-00-00200
 Code - Tax # 0508-27350

Tax Status ASSESSABLE
 Acct Status ACTIVE
 Subtype NORMAL

Legal Descr See Record

Mailing Name CHAMBERLAIN PHILIP L TRUST

Deed Reference # 2008-9152

Agent

Sales Date/Price 09-25-2008 / \$0.00

In Care Of

Appraiser ANDI JURKIEWICZ

Mailing Address 77463 WOODSON RD
 CLATSKANIE, OR 97016-3004

Prop Class 551 MA SA NH Unit
 RMV Class 401 05 55 000 15649-1

Situs Address(s)	Situs City
ID# 1 12734 MARSHLAND RD	CLATSKANIE

Code Area	AV	RMV	MAV	RMV Exception	CPR %
0508 Land		133,120		Land 0	
Impr.		15,140		Impr. 0	
Code Area Total	57,417	148,260	221,870	0	
Grand Total	57,417	148,260	221,870	0	

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Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	LUC	Trended RMV
0508	3	R		CO-PA-80	Farm Use Zoned	100	A	28.60	5D2	006*	88,370
0508	4	R		CO-PA-80	Farm Use Zoned	100	A	2.00	5D6	006*	6,180
0508	5	R		CO-PA-80	Farm Use Zoned	100	A	3.20	5D7	006*	9,890
0508	2	R		CO-PA-80	MS Site	100	A	1.00		*	3,090
0508					OSD - SINGLE FAMILY	100					22,500
0508	1	R		CO-PA-80	Rural Site	100	A	1.00		*	3,090
Grand Total								35.80			133,120

Code Area	ID#	Yr Built	Stat Class	Description	Improvement Breakdown	TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV
0508	3	1930	300	Farm Bldg		100	864		1,980
0508	1	1935	300	Farm Bldg		100	432		1,460
0508	2	1935	300	Farm Bldg		100	432		500
0508	4	1930	300	Farm Bldg		100	864		1,130
0508	5	1960	300	Farm Bldg		100	1,040		10,070
Grand Total								3,632	15,140

Code Area	Type	Exemptions/Special Assessments/Potential Liability										
0508												
SPECIAL ASSESSMENT:												
■	MARSHLAND IMPROVEMENT	Amount	358.00	Acres	35.8	Year	2014					
NOTATION(S):												
■	FARM POT'L ADD'L TAX LIABILITY ADDED 2007											
■	AV CORRECTION INCREASE UNDER 5K ADDED 2008								Years	1		
MAV TREND ERROR LESS THAN \$5000 AV INCREASE CORRECTED FOR												
2008												

Wire Transfer Services

Outgoing Wire Transfer Request

WELLS
FARGO

A customer or team member, with the customer present, completes this form when requesting to send a wire. Outgoing wires can only be sent for Wells Fargo customers. Retain the original copy and provide a copy to the customer ensuring you give the customer the Agreement for Outgoing Wire Transfer Request (page 2 when form is accessed on-line & preprinted on the back of printed forms). Note: Wells Fargo Wire Transfer Services will route wires based on correspondent banking relationships. See back (page 2) for explanations of the Mexican CLABE account, the SWIFT BIC, the International Routing Code (IRC) and the International Bank Account Number (IBAN). *Required information is noted with an asterisk.

*Today's Date

*Send Date (if next day submit wire after 4:30 CT. Store must hold if other than today or next day date)

1. Originator's Information

*Customer's Name

*Phone Number

*Customer's Physical Address, City, State, Zip Code

*Transfer from Wells Fargo Account No. (Must be checking, savings, market rate, wholesale checking account or 10-digit command account)

*U.S. Dollar Wire Amount

International Wire only: When sending in foreign currency, please ensure the beneficiary's account accepts the designated currency.

Funds to be sent in foreign currency

Foreign Currency Type/Name (SVT/SVP will default to FX unless specified otherwise)

*Currency Code (if known)

*Foreign Currency Amount

Yes ☐ No ☒

2. Beneficiary/Recipient Information (This is the ultimate recipient of the wire transfer/funds.)

*Beneficiary/Recipient Name

*Beneficiary Account Number, Mexican CLABE # or the International Bank Account Number (IBAN) where applicable

Beneficiary's Physical Address, City, State, Zip Code (A physical address is required for foreign wires)

Information for the Beneficiary (Invoice number, purchase order number, etc.)

Beneficiary Phone Number

3. Beneficiary Bank Information (This is the financial institution where the beneficiary maintains their account.)

*Beneficiary Bank RTN or SWIFT Bank Identifier Code (SWIFT BIC)

*International Routing Code (IRC)

*Beneficiary Bank Name

Beneficiary Bank Address, City, State, Zip Code & Country (optional information)

Information for Beneficiary Bank (Wires to Mexican banks require the CLABE account number in the Beneficiary instructions to ensure correct payment)

4. Intermediary Bank Information (This is a financial institution that the wire must pass through before reaching the final beneficiary bank.) This section is optional and not required for all wires.

Please note that routing may be altered depending on Wells Fargo Bank's correspondent relationships.

Optional: *Intermediary Beneficiary Bank RTN or SWIFT BIC

International Routing Code (IRC)

*Intermediary Bank Name

*Intermediary Bank Account No.

Intermediary Bank Address, City, State, Zip, Country (optional information)

Information for Intermediary Bank

5. Wire Fee & Customer Signature (Additional fees from intermediary and beneficiary banks may be charged to international transactions - see Fees Section on page 2 of this form.)

Wire Fee Amount (The Transfer from Account will be charged the fee). The region that houses the account being debited determines the fee amount. Use the fee information available through Teamworks and/or the Banker's Guide. Do not use SVT/SVP for fee when the account is not in your region. Additional fees may apply (see page 2 of this form). Contact WBR Store Support for questions regarding Command Fees.

*All where the
Originator's
account is located

*Fee Amount

My signature here indicates agreement to all of the information on this Outgoing Wire Transfer Request and to the terms and conditions on the second page of this request. Wells Fargo is authorized to rely on the information on this Request in making the requested funds transfer.

*X

*Date

10-20-13

6. Wells Fargo Use Only - Wells Fargo Approval - Following MUST be completed for ALL outgoing wires.

International Wire Foreign Currency Information

Rate

Contract No. (required when \$100,000 or more U.S. \$)

FX Trader Contact

*Wire Transaction/FAS Number

*Name on ID used by customer

Method used to verify business acct transaction authority

*1st ID type, number, issued by State/Country & Expiration Date

*2nd ID type, number, issued by State/Country & Expiration Date

*Initiated by and AUI

*First Approval

Second Approval, if applicable

X

X

X

7. Wires in Process (WIP)

*When Customer's account is not debited, the WIP Account is funded by

Paid by Check ☐ Paid Cash ☐ Paid through account other than checking, savings, MRA, TRS or Hogan. Reference Acct #:

Tax ID Type-Type & No. are required when customer's account is not debited. Tax ID No. (if non-citizen provide Alien ID #, Passport # & Country)

Social Security ☐ TIN ☐ Non-U.S. Citizen without TIN ☐ Employer ID ☐

8. Customer Not Present

Verification of Originator (Telephone, Fax, or written request)

Reason customer cannot come into Wells Fargo

Caller's location

Company ☐ Home ☐ Other: ☐

Caller's immediate phone number

Confirmation of Request (Phone number other than the initiator calls customer for confirmation)

Phone # to call to verify request

Time of call to customer

Source used

Name of person placing call

Customer Contact Name

Wells Fargo Records

Telephone Directory

Other: ☐

Customer

Telephone, Fax, or Written Request (Approval obtained by Private Banking Mgr., Business Banking Mgr., Retail - next level of authority above Store Management)

Approver's Printed Name

Approver's Signature

Date

X

Approved the transfer

Denied the transfer

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SALEM, OREGON

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Ticor Title Company
2534 Sykes Rd, Suite C, St. Helens, OR 97051
(503)397-3537 FAX (503)397-4851

WIRING INSTRUCTIONS

TO: Ticor Title Company
2534 Sykes Rd, Suite C
St. Helens, OR 97051

BANK: US Bank
111 SW 5th Avenue, Suite 400
Portland, OR 97204

ROUTING NO: 123000220

ACCOUNT NO: 153695180304

PLEASE REFER TO OUR ESCROW NUMBER 73813009530-TTCOL07

PLEASE NOTE: OUR OFFICE DOES NOT ACCEPT ACH TRANSFERS. THESE INSTRUCTIONS ARE FOR THE PURPOSE OF SENDING WIRE TRANSFERS ONLY.

TICOR TITLE COMPANY
2534 Sykes Rd, Suite C, St. Helens, OR 97051
Phone: (503)397-3537 Fax: (503)397-4851

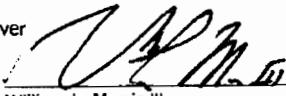
BUYER'S ESTIMATED SETTLEMENT STATEMENT

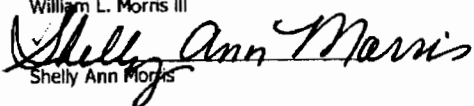
Date: October 10, 2013
Settlement Date: October 15, 2013
Buyer: William L. Morris III
Shelly Ann Morris
3244 Goodenough Road
Fillmore, CA 93015
Seller: Philip L. Chamberlain, Trustee
12294 Marshland Road
Clatskanie, OR 97016
Property: 12734 Marshland Road
Clatskanie, OR 97016

Time: 05:01 PM
Escrow No.: 73813009530
Escrow Officer: Nina Reed

	DEBIT	CREDIT
Financial Consideration		
Total Consideration	130,000.00	
Deposit or Earnest money		10,000.00
Prorations/Adjustments		
County Taxes at \$1,041.97 10/15/13 to 07/01/14	739.37	
Escrow Charges		
Settlement or Closing Fee Ticor Title Company	350.00	
Subtotals	131,089.37	10,000.00
Balance Due FROM Buyer		121,089.37
Totals	131,089.37	131,089.37

Buyer


William L. Morris III


Shelly Ann Morris

Ticor Title Company
Settlement Agent

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SALEM, OREGON

Ticor Title Company
2534 Sykes Rd, Suite C, St. Helens, OR 97051
(503)397-3537 • FAX (503)397-4851

SALE ESCROW INSTRUCTIONS

Date: October 10, 2013
Escrow Number: 73813009530-TTCOL07
Escrow Officer: Nina Reed

Buyer hands you herewith collected funds pursuant to the closing statement approved by the undersigned buyer and:

- Executed loan documents (new loan)
- Balance of funds to close escrow in the form of a wire transfer or cashier's check payable to Ticor Title Company pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof
- Approved copy of Preliminary Report
- Read and approved copy of the Statutory Warranty Deed

Which you are to use and/or deliver provided you can deliver for the account of the undersigned the following:

- Properly executed Deed

describing the real property as set forth in that certain preliminary title report issued by Ticor Title Company No 73813009530 dated 09-11-2013, which preliminary title report the undersigned has read and does hereby approve;

AND when you can cause to be issued a **Owner's Standard** coverage form Policy of Title Insurance from **Chicago Title Insurance Company** with a liability of **\$130,000.00** insuring the undersigned that title to the above referenced property:

SHOWING TITLE VESTED IN:

William L. Morris III and Shelly Ann Morris, as tenants by the entirety

Subject to the usual printed exclusions and exceptions, current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable, and exceptions numbered 7-12 of the above referenced title report, and further subject to any new encumbrance recorded at closing.

Seller hands you herewith the following:

- Deed from Philip L. Chamberlain, Trustee or his successors in trust, under the Philip L. Chamberlain Trust dated September 25, 2008 and any amendments thereto to William L. Morris III and Shelly Ann Morris
- Read and Approved Payoff Statement(s)
- 1099 Form
- Application for Title Insurance
- Approved copy of Preliminary Report
- Department of Revenue Documents

describing the real property as set forth in that certain preliminary title report issued by Ticor Title Company No 73813009530 dated 09-11-2013, which preliminary title report the undersigned has read and does hereby approve;

which you can use when you hold for the account of the undersigned Seller funds pursuant to the closing statement approved by the undersigned; and:

Prorate the following as of Recording of Deed:

Real Property Taxes

ADDITIONAL INSTRUCTIONS:

GENERAL INSTRUCTIONS

Buyer agrees to provide new hazard insurance policy acceptable to lender and to authorize payment of premium through escrow unless a paid receipt is provided to escrow.

The items indicated by "POC" or "PAID" or "" are included at the direction of the Lender for disclosure purposes only. The Escrow Holder/Settlement Agent has no knowledge of these expenditures, except as provided by the Lender. They have not and cannot be verified as to the amount, the payee, nor actual payment and no liability is assumed by the closing agent as to the validity and/or sufficient thereof.

Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.

Seller is aware that interest will accrue through weekends or holidays.

Seller is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest. In the event you are paying in full the balance due on an existing trust deed and if a reconveyance of the trust deed is not recorded within 60 days of it being paid off, you are requested to release the trust deed pursuant to the provisions of ORS 86.720.

Initials

[Handwritten signature]
[Handwritten signature]

Upon request, you are instructed to furnish any broker or lender identified with this transaction or anyone acting on behalf of such lender, any information concerning this escrow, copies of all instructions, amendments or statements.

All terms and provisions of the agreement between the parties, amendments or addendums thereto, have been complied with to the satisfaction of the undersigned parties or will be complied with outside this escrow.

[] TRANSFER [] All Net Proceeds, or [] \$ _____
TO: _____
ATTN: _____

Seller proceeds, or balance thereof, at closing shall be delivered as follows:

[] Mail [] Hold for Pick Up [] Deposit to Account:
Bank: _____
Account No.: _____
Account Name: _____
ABA Routing No.: _____

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

SELLER SIGNATURE(S):

Philip L. Chamberlain Trust dated September 25, 2008
and any amendments thereto

Philip L. Chamberlain, Trustee

Date _____

Address _____

Phone _____

BUYER SIGNATURE(S):

William M. Morris III

Shelly Ann Morris

Date October 14, 2013

Address 3244 Campbell Rd
Fillmore CA 94705

Phone (905) 514-5756

RECEIVED BY: Ticor Title Company

BY: _____

DATE: _____

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SALEM, OREGON

Initials

W.M. Morris III

G17731

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

Dated _____; if a corporate grantor, it has caused its name to be signed by order of its board of directors.

Philip L. Chamberlain Trust dated September 25, 2008 and any amendments thereto

Philip L. Chamberlain, Trustee

State of OREGON

COUNTY of _____

This instrument was acknowledged before me on _____, 20____

by _____.

_____, Notary Public - State of Oregon

My commission expires: _____



Ticor Title Company

2534 Sykes Rd., Suite C, St. Helens, OR 97051
(503)397-3537 FAX (503)397-0104
Email: ticor-or-sthelenstitle@ticortitle.com

PRELIMINARY REPORT

ESCROW OFFICER: Nina Reed
TITLE OFFICER: Denise Blanchard

ORDER NO.: 73813009530-TTCOL07

TO: Ticor Title Company
Attn: Rosanne Bellisle
2534 Sykes Rd, Suite C
St. Helens, OR 97051

OWNER/SELLER: Philip L. Chamberlain, Trustee or his successors in trust, under the Philip L. Chamberlain Trust dated September 25, 2008 and any amendments thereto

BUYER/BORROWER: William L. Morris III and Shelly Ann Morris

PROPERTY ADDRESS: 12734 Marshland Road
Clatskanie, Oregon 97016

EFFECTIVE DATE: September 11, 2013, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
Owner's Standard	130,000.00	\$ 525.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Philip L. Chamberlain, Trustee or his successors in trust, under the Philip L. Chamberlain Trust dated September 25, 2008 and any amendments thereto

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF CLATSKANIE IN THE COUNTY OF COLUMBIA, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

READ & APPROVED AS TO
FORM & CONTENT

[Signature]

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SALEM, OREGON

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PRELIMINARY REPORT
(Continued)

Order No.: 73813009530-TTCOL07

EXHIBIT "ONE"

Commencing at a point in the South line of Government Lot 3 of Section 4 in Township 7 North, Range 5 West of Willamette Meridian in Columbia County, Oregon, which point is South 89°41' East 915 feet from the Southwest corner of said Government Lot 3; thence North 1°12' East 1050 feet to a point in a branch slough off Westport Slough; thence meandering along said branch slough North 57° West 45 feet; thence North 12°30' West 115 feet to the Southerly bank of Westport Slough; thence meandering along the South bank of said Westport Slough North 70°55' East 325 feet to a point; thence South 86°50' East 353 feet to a point; thence South 56°14' East 330 feet to a point; thence South 40°57' East 337 feet to a point; thence leaving the South bank of said Westport Slough South 32°55' West 790 feet to the center of a branch slough of District Holding Basin No. 2 and thence meandering in a general Southerly direction along said branch slough to the point of intersection with the Westerly line of the Southeast quarter of the Northeast quarter of Section 4 said Township and Range; thence North 73° West meandering along the bank of said District Holding Basin a distance of 80 feet to a point; thence South 87°24' West 148 feet to a point; thence South 37°42' West 125 feet to a point; thence North 41° West 158 feet to a point; thence leaving said District Holding Basin No. 2 North 810 feet to the point of beginning; said described tract of land being situated and a part of Government Lot 3, Government Lot 2 and the South one-half of the Northeast quarter of Section 4.

FDOR0212.row

RECORDING REQUESTED BY:

GRANTOR:

Philip L. Chamberlain, Trustee or his successors
in trust, under the Philip L. Chamberlain Trust
dated September 25, 2008 and any amendments
thereto
12294 Marshland Road
Clatskanie, OR 97016

GRANTEE:

William L. Morris III and Shelly Ann Morris, as
tenants by the entirety
3244 Goodenough Road
Fillmore, CA 93015

SENO TAX STATEMENTS TO:

William L. Morris III and Shelly Ann Morris
3244 Goodenough Road
Fillmore, CA 93015

AFTER RECORDING RETURN TO:

William L. Morris III and Shelly Ann Morris
3244 Goodenough Road
Fillmore, CA 93015

READ & APPROVED AS TO
FORM & CONTENT
[Signature] *[Signature]*

Escrow No: 73813009530-TTCOL07

7504-00-00200
27350
12734 Marshland Road
Clatskanie, OR 97016

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WARRANTY DEED – STATUTORY FORM
(INDIVIDUAL or CORPORATION)

Philip L. Chamberlain, Trustee or his successors in trust, under the Philip L. Chamberlain Trust dated
September 25, 2008 and any amendments thereto

Grantor, conveys and warrants to

William L. Morris III and Shelly Ann Morris, as tenants by the entirety

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

Commencing at a point in the South line of Government Lot 3 of Section 4 in Township 7 North,
Range 5 West of Willamette Meridian in Columbia County, Oregon, which point is South 89°41'
East 915 feet from the Southwest corner of said Government Lot 3; thence North 1°12' East 1050
feet to a point in a branch slough off Westport Slough; thence meandering along said branch
slough North 57° West 45 feet; thence North 12°30' West 115 feet to the Southerly bank of
Westport Slough; thence meandering along the South bank of said Westport Slough North 70°55'
East 325 feet to a point; thence South 86°50' East 353 feet to a point; thence South 56°14' East
330 feet to a point; thence South 40°57' East 337 feet to a point; thence leaving the South bank of
said Westport Slough South 32°55' West 790 feet to the center of a branch slough of District
Holding Basin No. 2 and thence meandering in a general Southerly direction along said branch
slough to the point of intersection with the Westery line of the Southeast quarter of the Northeast
quarter of Section 4 said Township and Range; thence North 73° West meandering along the
bank of said District Holding Basin a distance of 80 feet to a point; thence South 87°24' West 148
feet to a point; thence South 37°42' West 125 feet to a point; thence North 41° West 158 feet to a
point; thence leaving said District Holding Basin No. 2 North 810 feet to the point of beginning;
said described tract of land being situated and a part of Government Lot 3, Government Lot 2 and
the South one-half of the Northeast quarter of Section 4.

The true consideration for this conveyance is \$130,000.00.

ENCUMBRANCES: Attached

73813009530-TTCOL07
Deed (Warranty – Statutory (Individual or Corporation))

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SALEM, OREGON

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**Ticor Title Company
PRELIMINARY REPORT**

In response to the application for a policy of title insurance referenced herein Ticor Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit A. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Nebraska corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit A of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Renée M. Blachal

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIFIC ITEMS AND EXCEPTIONS:

- ☒ Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2013/2014.
7. Regulations, levies, liens, assessments, rights of way and easements of Marshland Drainage Improvement Company.
8. Any adverse claim based upon the assertion that:
 - a) Said Land or any part thereof is now or at any time has been below the highest of the high watermarks of Westport Slough and Branch in the event the boundary of said Westport Slough and Branch has been artificially raised or is now or at any time has been below the high watermark, if said Westport Slough and Branch is in its natural state.
 - b) Some portion of said Land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said Land has been brought within the boundaries thereof by an avulsive movement of Westport Slough and Branch, or has been formed by accretion to any such portion.
9. The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the Land herein described, lying below the high water line of the Westport Slough and Branch.
The right, title and interest of the State of Oregon in and to any portion lying below the high water line of Westport Slough and Branch.
10. Rights of the public to any portion of the Land lying within the area commonly known as Marshland Road.

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

Granted to: Marshland Drainage District
Purpose: right of way
Recording Date: February 24, 1920
Recording No: Book 29, page 29
Affects: Exact location not disclosed

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

Granted to: Marshland Drainage District
Purpose: right of way
Recording Date: January 10, 1937
Recording No: Book 61, page 642
Affects: Exact location not disclosed

13. A judgment for installment payments of spousal and/or child support, to be made by:

Amount: \$234.00 per month beginning 10/12/95
Debtor: Philip L. Chamberlain
Creditor: Barbara A. Howey fka Barbara A. Chamberlain
Date entered: October 19, 1995
County: Columbia
Court: Circuit
Case No.: 94-3521
Partial Satisfaction filed 9/20/05 in full as of 8/31/05

*Dead
last year*
*Adjusted
Counsel*

14. Information furnished to the Company discloses that Marie Chamberlain may now be deceased. The death of said decedent needs to be established of record, terminating the interest of said decedent as created in the document referred to below:

Document: Bargain and Sale Deed
Name, as it appears on the document: Marie Chamberlain
Recording Date: November 16, 1960
Recording No: Book 143, page 927

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

15. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust (or if their act is to be insured), this Company will require a copy of said Trust Agreement or a Trust Certification pursuant to ORS Chapter 130.860.

The Company reserves the right to make additional requirements or add additional items or exceptions after review of the requested documentation.

16. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

END OF EXCEPTIONS

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

Fiscal Year: 2012/2013
Amount: \$878.91
Levy Code: 0508
Account No.: 27350
Map No.: 7N5W04-00-00200

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: William L. Morris III and Shelly Ann Morris

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note: Effective January 1, 2008, Chapter 864, Oregon Laws 2007 mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please read the information for Sellers flyer that accompanies this report. Unless the seller completes a form qualifying him/her for a lesser amount or an exemption, escrow may be required by law to withhold 4% of the sale price and forward it to the Oregon Department of Revenue.

NOTE: Recording charge for a RESPA transaction (all transfer and loan documents):
RESPA Residential Sale and Purchase \$176.00
RESPA Residential Loan/Refinance \$135.00
RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Note: Recording charge (per document) for a Non-RESPA transaction:
First page of Document \$46.00, \$5.00 for each additional page

Note: For many real estate transactions, Federal law requires that a settlement statement show the allocation of title insurance charges between title insurer and title insurance agent. For the transaction that is the subject of this report, the allocation is as follows:
Ticor Title Insurance Company: 88%
Chicago Title Insurance Company: 12%

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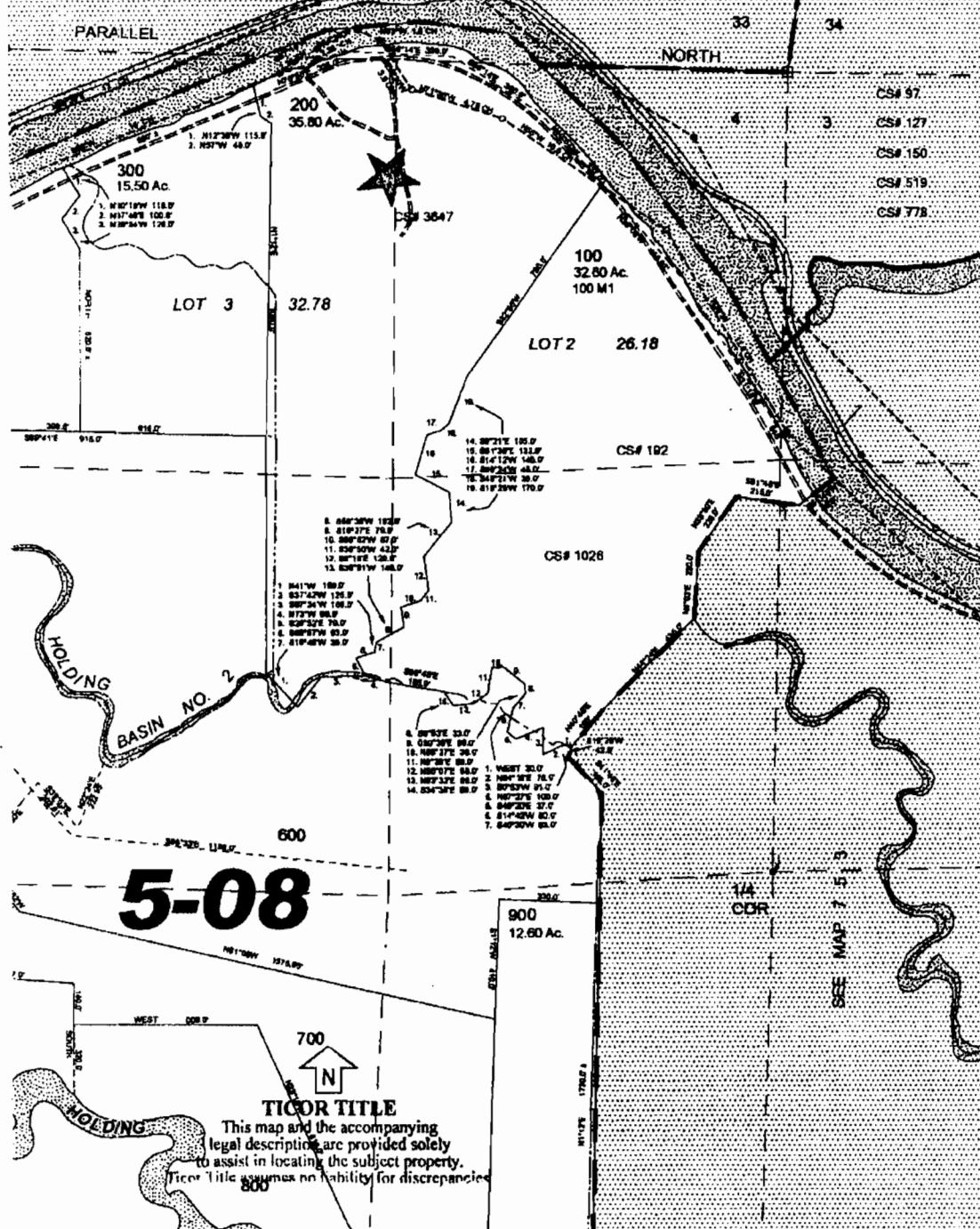
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GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only cash or wire transferred funds can be given immediate availability upon deposit. Cashier's checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transfer. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account or accounts of Titor Title Company, with any state or national bank, and may be transferred to any other such general escrow account or accounts. Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account.

Escrow Holder receives indirect benefits including but not limited to checks, deposit slips, data processing and account service and waiving of certain fees from the depository bank where its non-interest bearing client trust accounts are maintained. Escrow Holder or its affiliates may also elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. These benefits are passed on to the escrow principals through lower escrow fees. Pursuant to OAR 863-50-065, a good faith estimate of the value of the benefit is \$24.12 per escrow. By initialing below, we hereby acknowledge advisement of the disclosure.

INITIAL HERE:

[Signature]

NOTICE OF OPPORTUNITY. You have the opportunity to earn interest on your escrow funds by requesting Escrow Holder to set up an interest bearing account on your behalf. Escrow Agent will inform you of any fees it will charge to establish the account. Interest earned is dependent upon the amount of the deposit, the length of time of the deposit, and the prevailing interest rate.

All disbursements shall be made by check of Titor Title Company. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.

If for any reason funds are retained or remain in escrow after closing date, Escrow Agent is authorized to deduct therefrom reasonable monthly charges as custodian thereof of one percent of the original balance but not less than \$10.00 per month. Funds deposited into this escrow are to be maintained in a federally insured trust account and any escrow related services provided to Escrow Agent by any depository bank or savings and loan association are hereby consented to and approved.

Unless specifically instructed otherwise in writing, mail all funds and instruments deliverable to the parties in favor of them to their address indicated below. At your discretion, you are authorized to receive and/or disburse any funds in connection with this escrow by electronic (wire) transfer.

The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express, special mail handling/courier and/or incoming/outgoing wire transfer fees. Unless specified in writing by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.

2. PRORATIONS AND ADJUSTMENTS

Make each proration on the basis of the actual number of days in the year covered by said item, annualizing monthly amounts. Tax prorations shall be based on the amount of the latest available tax statement (which may include reductions based on any deferral or exemption); during periods in which the current years tax figures are not available, you shall prorate taxes or assessments upon the immediate preceding year's figures, any further adjustment in actual taxes shall be handled between the parties outside of this escrow and Escrow Agent shall have no liability for the collection or payment thereof. If the parties herein have provided Escrow Agent with a rent schedule on the subject property, you shall prorate rents and charge seller and credit buyer with any deposits paid in advance pursuant to the rent schedule approved by the parties. Seller represents that they will collect all rents which fall due prior to the close of escrow. Make no adjustment against buyer for uncollected rent.

3. UTILITIES/POSSESSION

Transfer, payment and adjustment of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

INITIAL HERE:

[Signature]

4. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

You are further authorized to record any documents required by the lender pursuant to their instructions to secure its lien on the subject property. Said documents are authorized to be recorded prior to the lenders disbursement of loan funds pursuant to the loan agreement.

5. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements to any lender or mortgage broker of buyer upon the lender's or mortgage broker's request or to any real estate broker or agent or lawyer involved in this transaction upon the broker's, agent's or lawyer's request, except that such copies shall be limited to copies that pertain to the broker's, agent's or lawyer's principal. In the event that the buyer seeks to apply to the IRS for a homebuyer credit, the seller authorizes Escrow Agent to furnish to Buyer a copy of the seller's settlement statement and other information needed for the buyer's application to the IRS.

6. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver one copy of such notice to each of the other principals at the addresses stated in this escrow. If written objection is filed, you are authorized to institute an action in Interpleader pursuant to provisions of paragraph number 9 contained herein.

7. PERSONAL PROPERTY

No examination, chattel or security interest search or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

Bills of Sale, if any required, are to be delivered unrecorded at the close of escrow. Escrow Agent shall have no responsibility or liability for the condition or delivery of any personal property being transferred herein.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Holder to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

8. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon ten (10) days written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

9. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in Interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such Interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

10. TERMINATION OF AGENCY OBLIGATION

These instructions shall be binding on the undersigned until the close of business 30 days from date hereon and shall be performed within said period or thereafter until written demand by the undersigned is made upon you for the revocation hereof; provided however, that your agency as Escrow Holder will not extend beyond six (6) months from the date set forth herein. Any such written notices shall be effective upon receipt of such notice. This escrow may be terminated and all papers and monies returned to the parties only upon written instructions of both parties unless otherwise specified herein.

11. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 6, 8, 9 and 10 above).

12. SETTLEMENT STATEMENTS

Initials

[Signature]
[Signature]

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The parties hereto agree to pay all items as set forth on the approved settlement statements. It is understood that certain items therein may be estimated figures and are subject to adjustment.

13. POST CLOSING FILE PROCESSING

It is understood and agreed that the "Reconveyance Fee" specified on the HUD-1 form and on the Estimated Closing Statement is for payment of Trustee Fees, as well as reconveyance and post-closing file processing services.

14. COLLECTION OF FEES

Upon recording and disbursement of documents and funds required herein, you are authorized to collect your fees earned as agreed to for your closing services. Parties agree to pay on demand, whether or not this escrow closes, any charges incurred by Escrow Holder on our behalf and its usual escrow fees and charges.

15. REIMBURSEMENT ATTORNEY FEES/ESCROW HOLDER

In the event that a suit is brought by any party or parties to these escrow instructions to which the Escrow Holder is named as a party which results in a judgment in favor of the Escrow Holder and against a principal or principals herein, the principals or principals' agent agree to pay said Escrow Holder all costs, expenses and reasonable attorney's fees which it may expend or incur in said suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in said suit.

16. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be 72 hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Titor Title Company as set forth herein.

17. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

The parties have satisfied themselves that the transaction covered by this escrow is not in violation of any planning or zoning law, and Escrow Agent is relieved of all liability in connection therewith, and is not concerned with the enforcement of said laws.

18. NON-RESIDENT ALIEN

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

19. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be incorrect upon demand of Escrow Holder, parties responsible for payment will immediately pay the amount of any such deficiency. If a reconveyance of the deed of trust is not recorded within 60 days of its being paid off, you are requested to release the deed of trust pursuant to provisions of ORS 86.720.

20. ENVIRONMENTAL ISSUES

Titor Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. Titor Title Company is released of any responsibility and/or liability in connection therewith.

21. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

22. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

23. CLARIFICATION OF DUTIES

Titor Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto. Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

Initials

[Handwritten signature]
[Handwritten signature]

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

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

SELLER SIGNATURE(S):

Philip L. Chamberlain Trust dated September 25, 2008 and ☒ any amendments thereto

Philip L. Chamberlain, Trustee

BUYER SIGNATURE(S):

William L. Morris III
William L. Morris III
Shelly Ann Morris
Shelly Ann Morris

RECEIVED BY: Ticor Title Company

By: _____

Date: _____

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WATER RESOURCES DEPT
SALEM, OREGON

Initials

William L. Morris III

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U. of West Virginia Watercress Research

Nutrient Recovery

Fish Building Experiments A system was designed and constructed to evaluate the efficacy of watercress (*Nasturtium officinale* R.Br.) as a nutrient removal tool in a fish culture system. The system, diagramed in Figure 8 consisted of 30 experimental channels, each of which had an independently controlled water supply allowing the examination of the effects of water velocity on nutrient uptake and plant growth. Effluent from trout rearing raceways was pumped into a distribution manifold that supplied the channels. Three additional channels were placed at the headbox to evaluate nutrient uptake and plant growth under similar environmental conditions but with a water source that had not been supplemented with nutrients from fish effluent. A datalogger, recording air temperature and light conditions was installed. The entire system was constructed within the fish building housing the raceways.

A 15-week experiment, designed to examine the effects of water velocity, plant density and plant growing medium was initiated June 22, 2005. Three water velocities were used; high velocity (9×10^{-3} m/s), medium velocity (4.5×10^{-3} m/s,) and low velocity (9×10^{-4} m/s). The high velocity approximates velocities within the trout raceways, while the medium velocity was $\frac{1}{2}$ raceway velocity and the low was $\frac{1}{10}$ raceway velocity. Three plant densities were used; high density (240 plants/m²), medium density (120 plants/ m²), and low density (60 plants/m²). Densities were kept constant while three plant growing mediums (oasis cubes, horticultural rock wool, and 1 layer of paper towel) were used within a channel. A 3x3x3 factorial design was used allowing evaluation of each velocity:density:medium combination.

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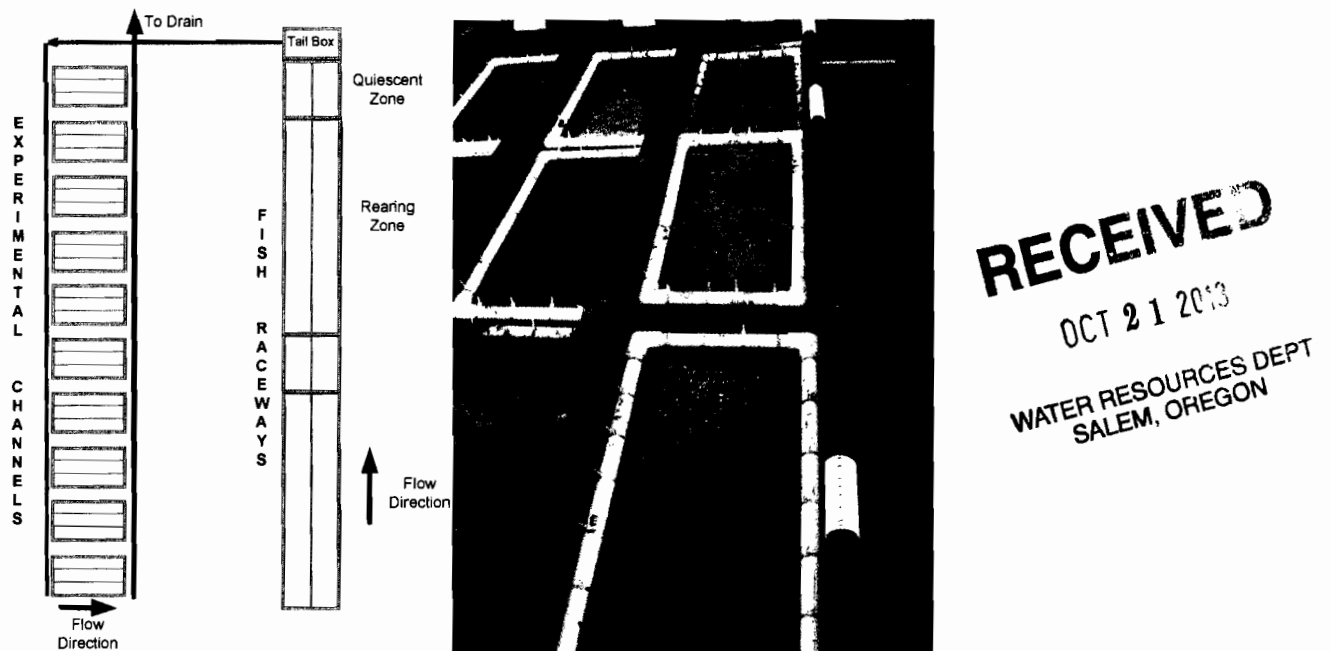


Figure 8. (left) Schematic of the aquaponic system designed to evaluate nutrient removal and plant growth under varying experimental conditions such as water velocity, plant density and plant growing medium. (right) Experimental boxes with rafts containing the 3 different plant growing media within; foreground on right is oasis, middle is paper towel and back is horticultural rock wool.

Nutrient concentrations over the course of the experiment, measured at the experimental channel manifold, were elevated to varying degrees by the fish culture operation (Table 5). The NH_3 concentration was 6x greater at the manifold than at the headbox, NO_3 was unchanged and the PO_4 concentration was elevated by 27%. Light levels in the fish building during daylight hours averaged $74 \mu\text{E}/\text{m}^2/\text{s}$ (range $4\text{--}264 \mu\text{E}/\text{m}^2/\text{s}$).

Table 5. Nutrient concentrations at the head box and channel manifold.

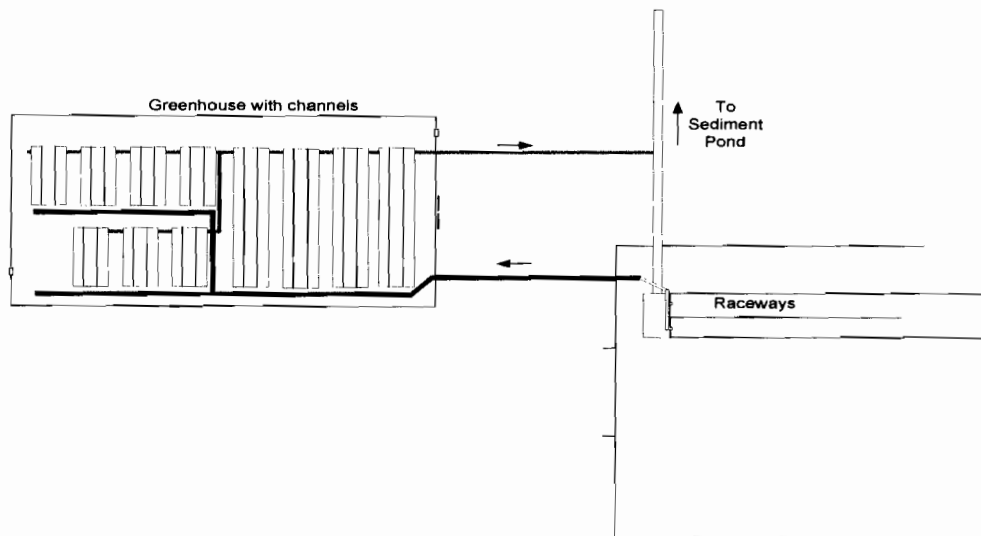
	NH_3 (mg/L)	NO_3 (mg/L)	PO_4 (mg/L)
Headbox	0.03 ± 0.03	0.22 ± 0.04	0.44 ± 0.06
Channel Manifold	0.18 ± 0.05	0.21 ± 0.06	0.56 ± 0.07

There was no significant interaction between velocity:density:medium with respect to biomass production. The velocity:medium treatment was significant for fresh weight ($P < 0.05$) and highly significant for dry weight ($P < 0.01$) with the high velocity x paper medium treatment accumulating the highest biomass and the low velocity x oasis medium was the least effective treatment regarding biomass production. Nutrient analysis is currently ongoing and will provide the essential data needed to evaluate watercress

cultivation for nutrient removal. Watercress biomass production data were presented at the 2006 World Aquaculture Society national conference.

There were no significant differences measured in nutrient removal between any of the treatments at any time point with respect to water quality analysis measurements. However, at the last time point when the watercress was at maximum biomass, nitrate concentrations were reduced 10% across all treatments. Watercress biomass was less than expected due to poor germination and low light levels within the building.

Greenhouse Experiments A 26' x 40' greenhouse was constructed to house aquaponics experiments (Figure 9). An effluent distribution system, similar to the one constructed within the fish building, was designed and constructed. A gravity feed system was attempted; however there was insufficient gradient between the buildings to be feasible. Experimental channels, constructed for FY04, were moved into the greenhouse and plumbed into the effluent distribution system. The fish effluent, after passing through the channels was conducted into the existing main drainage system of the fish building.



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Figure 9. Schematic of the aquaponic system within the greenhouse adjacent to the raceway building designed to evaluate nutrient removal and plant growth.

A combined experiment, evaluating the effects of water velocity and plant density on the nutrient removal capabilities and growth characteristics of watercress as well as contrasting the seasonal growth and nutrient removal characteristics of watercress, lettuce, basil and dill was initiated December 2005 and completed March 2006 (Figure 10). This experiment allowed quantification of system parameters during the cold temperatures and winter. Warm season crops (basil and dill) did not perform well with cooler growing temperatures, while lettuce and watercress had significant growth. These data suggest that watercress could be grown as a market value added crop during the winter months. A second experiment, examining the same factors under spring conditions was initiated March 2006 and will be completed May 2006. The entire experiment will be repeated in each of the four seasons to quantify the unique

combinations of day length, light intensity and air temperature found in each season. Data analysis of all completed experiments is ongoing.



Figure 10. Experimental boxes with rafts containing watercress at high (240 plants/m²) or low (60 plants/m²) and high (9x10⁻³ m/s) or low (9x10⁻⁴ m/s) effluent velocity.

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