



Oregon

John A. Kitzhaber, MD, Governor

Water Resources Department

~~North Mall Office Building~~
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

July 16, 2014

Amanda & Robert Andersen
96360 Territorial Rd
Monroe, OR 97456

RE: Alternative Reservoir Application – Return for additional information

Dear Applicants,

On July 11, 2014 the Department received your application for a Reservoir Permit under the Alternative Review Process. The Department has determined that your application was incomplete and the following additional information and clarification is necessary before it can be filed:

- ✓1. Both the "Watermaster Alternative Reservoir Application Review Sheet" and the "ODFW Alternative Reservoir Application Review Sheet" were signed more than 6 months ago. In order for the Department to file the application, those forms must not have been signed more than 6 months ago. Please contact the Watermaster and ODFW and obtain current reviews for your reservoir application.
- ✓2. Included with your application was a check in the amount of \$925.00. I have computed the total fees this application, including the permit recording fees. Here is what I have computed the fees to be for this application:

Examination Fees - \$620.00
Permit Recording Fees - \$450.00
Total Fees - \$1,070.00

For the application to be filed, the Department only needs the Examination Fee in the amount of \$620.00 at this time. Any additional fees included with the application will be credited toward the Permit Recording Fees.

Once these items have been addressed, the application and fee can be re-submitted to the Department.

Please find enclosed your original application materials and check in the amount of \$925.00.

If you have any questions, please feel free to contact me at 503-986-0811.

Sincerely,

Gerry Clark
Water Right Specialist
Certificates

RECEIVED BY OWRD

AUG 04 2014

Cc: file

SALEM, OR

R-88001



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

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

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

Alternate Review Process (ORS 537.409): You may use this form for any reservoir storing less than 9.2 acre-feet or with a dam less than 10 feet high.

Use a separate form for each reservoir

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply, insert "n/a". 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: Amanda + Robert Andersen
First Last

Mailing Address: 96360 Territorial Road
City State Zip

Monroe Oregon 97456
City State Zip

Phone: 541-998-2646 541-729-8159
Home Work Other

Fax: _____ E-Mail Address*: amandalebrunandersen@gmail.com
* 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.)

2. AGENT INFORMATION

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

Agent: _____
First Last

Mailing Address: N/A
City State Zip

Phone: _____
Home Work Other

Fax: _____ E-Mail Address*: _____
SALEM, OR

* 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.)

3. LOCATION AND SOURCE

A. Reservoir Name: At Last Farm Pond

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

Source: unnamed seasonal creek Tributary to: Long Tom

C. County in which diversion occurs: diffuse runoff Lane

App. No. 2-08001

For Department Use

Permit No. _____ Date _____

D. Reservoir Location

Township (N or S)	Range (E or W)	Section	quarter/quarter	tax lot number
15	05	09	SW/SW	400

E. Dam: Maximum height of dam: 9 feet. If excavated, write "zero feet".

F. Quantity: Amount of water to be stored in the reservoir at maximum capacity. List volume in acre-feet: 9 acre feet

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

4. WATER USE

Indicate the proposed use(s) of the stored water. NOTE: You may wish to consider filing for "Multipurpose use" for your reservoir. Multipurpose use does not limit the types of future uses for the stored water. Multipurpose covers all uses including: stockwater, fish and wildlife, aesthetics, domestic, irrigation, agriculture, fire protection and pollution abatement. If any use will be out of reservoir use, regardless of the type of storage listed, a secondary application must be filed to appropriate the stored water.

Multipurpose use - stock water, fish + wild life, view, agriculture, fire protection - all good things!

RECEIVED BY OWRD

AUG 04 2014

5. PROPERTY OWNERSHIP

SALEM, OR

Please provide a copy of the recorded deed(s). *Attached*

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

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

☒ There are no encumbrances

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

☐ No (Please check the appropriate box below)

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

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

☐ Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040). (Do not check this box if you described your use as "Multipurpose" in #3 above.)

List the names and mailing addresses of all affected landowners:

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

R-00001

6. ENVIRONMENTAL IMPACT

- A. **Channel:** Is the reservoir: ☐ in-stream or ☒ off channel?
- B. **Wetland:** Is the project in a wetland? ☒ Yes ☐ No ☐ Don't know *seasonal swale*
- C. **Existing:** Is this an existing reservoir? ☒ Yes ☐ No
If yes, how long has it been in place? _____ years. *Unknown*
- D. **Fish Habitat:** Is there fish habitat upstream of the proposed structure? ☐ Yes ☐ No ☒ Don't know
If yes, how much? _____ miles.
- E. **Partnerships:** Have you been working with other agencies? ☐ Yes ☒ No
Indicate agency, staff and phone numbers of those involved. Also indicate any agencies that are cost sharing in this project.

7. WITHIN A DISTRICT

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

Irrigation District Name	Address	
City	State	Zip

8. DESCRIPTION

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

*see attached
— page 3a*

RECEIVED BY OWRD

AUG 04 2014

SALEM, OR

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

R-88001

Amanda and Robert Andersen
Application to Store Water in a Reservoir – Alternate Review

8. Description

We propose to enlarge an existing pond near the southeast corner of our farm at 96360 Territorial Road, Monroe, Oregon. The water sources will be from:

1. An unnamed creek/tributary of the Long Tom River, which runs west to east on the south side of our farm and
2. Diffuse runoff from forest and pasture.

As per recommendations from ODFW Assistant Fish Biologist Alex Farrand, the diversion point at the creek will be screened with 3/32 mesh to prohibit fish passage. As per Lane County Michael Mattick, we will draw water from the creek only from November to June. The valve/shut-of system will be designed by our builder to suit the specific conditions of the site.

We propose to excavate only enough material to the north and west of the existing pond to allow us to store 9 acre feet of water. We propose to construct a dam no higher than 9 feet at the east and south end of the newly enlarged pond. The exact dimensions of the dam will be determined as construction proceeds, in order to best meet the conditions at the site.

The outflow of the pond will have two components. First, a stand-pipe drainage system will be constructed to pass regular flow. An emergency spillway will be incorporated into the dam design for high flow rain events. Both will be screened to prohibit fish passage.

With the stored water, we intend to irrigate approximately 7 acres of both pasture and row crops during the months of July, August, and September. After this proposal is permitted and after the pond is constructed, we will submit the Application for Use of Surface Water from the reservoir.

Our farm is located in an area where, historically, there is a lot of difficulty finding productive wells. For example, our current well only produces 2 gallons per minute. The creek from which are proposing to divert water for the reservoir roars all winter long, then dries up as soon as the rains stop. Storing a small portion of this flow for summer use is essential to the success of our farm.

We are committed to working with all the appropriate agencies in order to have this permit approved. Please let us know any changes necessary or any further steps we need to take.

Thank you.

RECEIVED BY OWRD

RECEIVED BY OWRD

AUG 04 2014

JUL 11 2014

R-8800

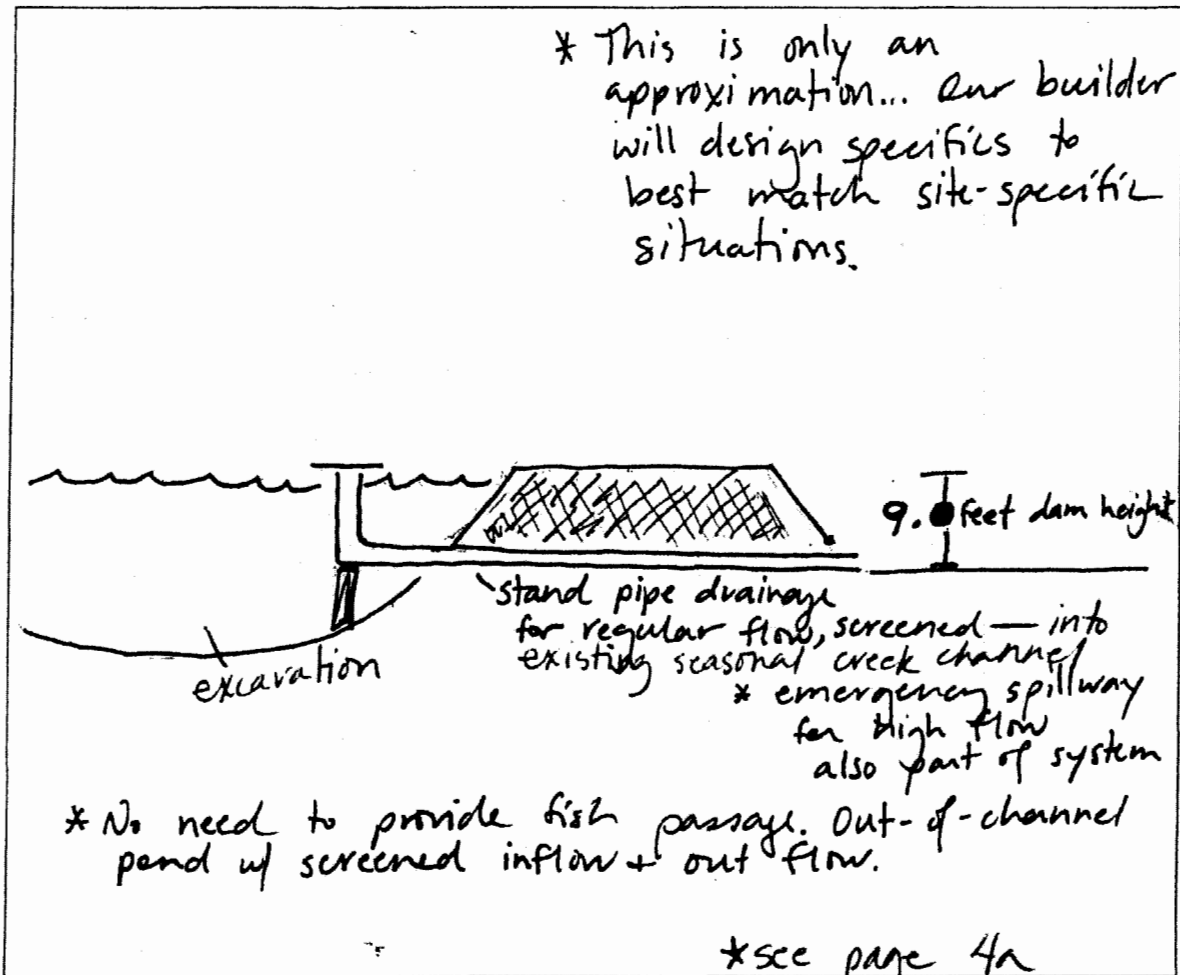
SALEM, OR

SALEM, OR

RECEIVED BY OWRD
AUG 04 2014

SALEM, OR

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



9. SIGNATURE

I swear that all statements made and information provided in this application are true and correct to the best of my knowledge.

Amanda R.V. Oudens
Landowner Signature
Amanda R.V. Oudens

9.14.13

Date

7-9-14 7/9/14

Before you submit your application be sure you have:

- Answered each question completely.
- Included a legible map that includes Township, Range, Section, quarter-quarter and tax lot number.
- The map must meet map requirements to be accepted.
- Included a land use form or receipt stub signed by a local planning official.
- Included a check payable to Oregon Water Resources Department for the appropriate amount.

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

FEE STRUCTURE: The fee is based on the number of acre-feet proposed to be stored. The base fee is \$300. In addition, there is a fee of \$25 per acre-foot or fraction thereof. Example: 0.3 AF= \$325; 1.5 AF= \$350; 20.0 AF= \$800; 30.0 AF= \$1050. Plus a permit recording fee of \$400 (this fee is refunded if no permit is issued).

RECORDED

WATERMASTER ALTERNATE RESERVOIR APPLICATION REVIEW SHEET

Recommendations for Water Right Applications under the Alternate Reservoir review process (ORS 537.409)

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

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

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

The review of alternate reservoirs is limited to these criteria only.

Application #: R-

Applicant's Name:

Anderson TISS R SW NE 1 SW SW

1) Does the proposed reservoir have the potential to injure existing water rights?

☒ NO ☐ YES

Explain:

Source on depressed stream, tributary to Long Tom

2) Can conditions be applied to mitigate the potential injury to existing water rights?

☐ NO ☒ YES

If YES, which conditions are recommended:

If necessary

3) Did you meet with staff from another agency to discuss this application?

☒ NO ☐ YES

Who:

Agency:

Date:

Who:

Agency:

Date:

RECEIVED BY OWRD

AUG 04 2014

SALEM, OR

Watermaster signature:

Michael J. Mattick
Michael J. Mattick

Date:

7-24-2013

7-23-2014

WRD Contact:

Caseworker:

Water Rights Division, 503-986-0900 / Fax 503-986-0901

RECEIVED BY OWRD

NOTE: This completed form must be returned to the applicant

JUL 11 2014

SALEM, OR

AUG 04 2014

SALEM, OR

MENU OF CONDITIONS FOR WRD, ODFW, DEQ AND ODA

Revised June 24, 2011

Use this menu to identify appropriate conditions to be included in the permit, and indicate the abbreviations on the review form:

fishpass: As required by ORS 509.585, a person owning or operating an artificial obstruction (AO) may not construct or maintain any AO across any waters of this state that are inhabited, or historically inhabited, by native migratory fish (NMF) without providing passage for NMF. A person owning or operating an AO shall, prior to construction, fundamental change in permit status or abandonment of the AO in any waters of this state, obtain a determination from ODFW as to whether NMF are or historically have been present in the waters. If ODFW determines that NMF are or historically have been present in the waters, the person owning or operating the AO shall either submit a proposal for fish passage to ODFW or apply for a waiver or exemption. Approval of the proposed fish-passage facility, waiver, or exemption must be obtained from the department prior to construction, permit modification or abandonment of the AO. Approved fish-passage plans, waivers, and exemptions shall maintain adequate passage of NMF at all times (ORS 509.601) as per the approved plan, waiver or exemption.

fishself: The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional prior to diversion of any water. Permittee shall obtain written approval from ODFW that the installation of the required screen and by-pass devices meets the state's criteria or the permittee shall submit documentation that ODFW has determined screens and/or by-pass devices are not necessary.

fishapprove: The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.

fishdiv33: If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.

The use may be restricted if the quality of the source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.

The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.

fishmay: Notwithstanding that ODFW has made a determination that fish screens and/or by-pass devices are not necessary at the time of permit issuance, the permittee may be required in the future to install, maintain, and operate fish screening and by-pass devices to prevent fish from entering the proposed diversion and to provide adequate upstream and downstream passage for fish.

b52 Water may be diverted only when Department of Environmental Quality sediment standards are being met.

b5 The water user shall install and maintain adequate treatment facilities meeting current DEQ requirements to remove sediment before returning the water to the stream.

b51a The period of use has been limited to _____ through _____.

b57 Before water use may begin under this permit, a totalizing flow meter must be installed at each diversion point.

b58 Before water use may begin under this permit, a staff gage that measures the entire range and stage between full reservoir level and dead-pool storage must be installed in the reservoir. The staff gage shall be United States Geological Survey style porcelain enamel iron staff gage style A, C, E or L.

futile call: The use of water allowed herein may be made only at times when waters from the (NAME OF SURFACE WATER) would not otherwise flow into a tributary of the _____ River or sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.

riparian: If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.

wq: The use may be restricted if the quality of the source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.

fence: The stream and its adjacent riparian area shall be fenced to exclude livestock.

blv: Water must be diverted to a trough or tank through an enclosed water delivery system. The delivery system must be equipped with a _____ shutoff or limiting flow control mechanism or include a means for returning water to the stream source through an enclosed delivery system. The use of water shall not exceed 0.10 cubic feet per second per 1000 head of livestock.

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

R-00001

ODFW Alternate Reservoir Application Review Sheet

This portion to be completed by the applicant.

Applicant Name/Address/Phone/Email: Amanda + Robert Andersen
26312 Valley View Drive, Cheshire OR 541.998.2646
 Reservoir Name: At Last Farm Source: _____ Volume (AF): _____
 Twp Rng Sec QQ: 15/5/9-SW/SW-400 Basin Name: Long Tom in-channel
off-channel

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

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

- 1) Is the proposed project and AO¹ off channel? YES NO
 (if yes then proceed to #4; if no then proceed to #2)
- 2) Is the proposed project or AO located where NMF² are or were historically present?..... YES NO
 (if yes then proceed to #3; if no then proceed to #4)
- 3) If NMF are or were historically present:
 - a. Is there an ODFW-approved fish-passage plan?..... YES NO
 - b. Is there an ODFW-approved fish-passage waiver or exemption?..... YES NO

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

- 4) Would the proposed project pose any other significant detrimental impact to an existing fishery resource locally or downstream?..... YES NO
 Explain below (for example, list STE species or other existing fishery resources that would be impacted negatively.)

Any diversion or appropriation of water for storage during the period _____ through _____ poses a significant detrimental impact to existing fishery resources.
 (For example, if diversion of water for storage during a certain time period would cause a significant detrimental impact to an existing fishery resource, then ODFW should recommend conditions or limitations.)
 If NMF fish are present at the project site or point of water diversion then the applicant should be advised that a fish screen consistent with screening criteria will be required.

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

RECEIVED BY OWRD

RECEIVED BY OWRD

AUG 04 2014

JUL 11 2014

SALEM, OR

SALEM, OR

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

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

R-88001

Pond could potentially entrap native migratory fish (cutthroat trout) through the upstream diversion channel or by entry through the outlet channel. Releases of warm water stored in the pool could cause stress to fish downstream.

If YES, can conditions be applied to mitigate the significant detrimental impact to an existing fishery resource?
NO (explain) ☒ YES (select from Menu of Conditions on next page)

fish approve: water diversion channel needs to be screened w/ 3/32 mesh

w9: Except for normal bypass flows or in an emergency no stored water should be released into stream channel between July 1 - Sept 30 to protect fish from elevated water temperatures

RECEIVED BY OWRD

AUG 04 2014

SALEM, OR

ODFW Signature:

Alex Farrand

Print Name:

Alex Farrand

ODFW Title:

Asst District Fish Biologist

Date:

9/10/13

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

RECEIVED BY OWRD

Revised 10/4/12

Alex Farrand

7/28/14

JUL 11 2014

SALEM, OR

R-28001

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

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 jurisdiction(s) 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. Please be aware that your application will not be approved without land use approval.

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) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b) The application involves a change in place of use only;
 - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
 - d) The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying 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.

RECEIVED BY OWRD

AUG 04 2014

SALEM, OR

R-88001

RECEIVED BY OWRD

JUL 11 2014

9 SALEM, OR

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: Amanda & Robert Andersen
Firm Last

Mailing Address: 24312 Valley View Drive
Cheshire OR 97419 Daytime Phone: 541-729-8159
City State Zip 541-998-2646

A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
<u>Bs</u>	<u>5w</u>	<u>9</u>	<u>SW/SW</u>	<u>400</u>		☒ Diverted	☒ Conveyed	☒ Used	<u>multi purpose</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:

Lane 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) unnamed creek

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 multi purpose

Briefly describe:

store water from seasonal creek (Nov-May) and from diffuse runoff — and use for multi purpose use, including stock water and agriculture.

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.

RECEIVED BY OWRD

See bottom of Page 3. →

RECEIVED BY OWRD

AUG 04 2014

JUL 11 2014

SALEM, OR

10 SALEM, OR

R-0000

AUG 04 2014

For Local Government Use Only

SALEM, OR

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): LANE CODE 16.212(3)(A)
- ☐ 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.)	Cite 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.

1. OUR BUILDING SECTION ADVISES THAT A BUILDING PERMIT IS REQUIRED, WITH DESIGN BY AN OREGON REGISTERED PROFESSIONAL ENGINEER.
2. THE OREGON DIVISION OF STATE LANDS HAS JURISDICTION OVER THIS INVENTORIED WETLAND. REVIEW/RESPONSE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMIT.

Name: JEARY KENDALL Title: ASSOCIATE PLANNER

Signature: J. Kendall Phone: 541-682-4057 Date: 11-18-13

Government Entity: LANE COUNTY, LAND MANAGEMENT DIVISION.

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.

HAP 15-05-09 TAX LOT 400

Receipt for Request for Land Use Information

Applicant name: _____ RECEIVED BY OWRD

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: JUL 11 2014

11 SALEM, OR

R-88001



Chicago Title Insurance Company

RECEIVED BY OWRD

POLICY NO.: OR2026-47-0278115-2013.73306-87817227

AUG 04 2014

OWNER'S POLICY OF TITLE INSURANCE Issued by Chicago Title Insurance Company

SALEM, OR

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (u) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned:

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:

ATTEST

President

Secretary

OR2026 0278115
Cascade Title Company
811 Willamette Street
Eugene, OR 97401-3189
Tel: (541) 687-2233
Fax: (541) 485-0307
72306 (6/06)

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR



[Signature]
President

[Signature]
Secretary

ALTA Owner's Policy (6/17/06)

R-88001

TRANS	SI	INF.								
TYPE	IND	IND	CODE	CODE	CODE	CODE	CODE	CODE	REISSUE	AMOUNT

ORDER NO.	POLICY NUMBER	DATE OF POLICY	AMOUNT	PREMIUM
0278115	73306-87817227	NOVEMBER 27, 2012 at 1:10 P.M.	\$335,000.00	\$1,020.00

OWNERS POLICY



SCHEDULE A

Order No.: 0278115

Policy No.: 73306-87817227

Amount of Insurance: \$335,000.00

Premium: \$1,020.00

Date of Policy: NOVEMBER 27, 2012 at 1:10 P.M.

1. Name of Insured:

ROBERT V. ANDERSEN AND AMANDA LEBRUN ANDERSEN

2. The estate or interest in the land described or referred to in Schedule C and which is covered by this policy is:

FEE SIMPLE

3. Title to the estate or interest in the land referred to herein is at Date vested in:

ROBERT V. ANDERSEN AND AMANDA LEBRUN ANDERSEN
as tenants by the entirety

4. The land referred to in this Policy is described on the attached Schedule "C" and made a part hereof.

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

RECEIVED BY OWRD

AUG 04 2014

SALEM, OR

2-88001

SCHEDULE B

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

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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the 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.
6. As disclosed by the tax rolls, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.
7. As disclosed by the tax rolls, the premises herein described have been zoned or classified as forest lands. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest pursuant to the provisions of ORS Chapter 321.
8. Restriction of use to road purposes as set forth in that deed recorded February 20, 1961, Reception No. 23717, Lane County Oregon Deed Records. (That portion within Sunnyside Orchard Tracts)
9. Easement, including the terms and provisions thereof, granted Blachly-Lane County Cooperative Electric Association, an Oregon corporation, by instrument recorded May 5, 1975, Reel No. 741, Reception No. 7516896, Lane County Official Records.
10. Easement, including the terms and provisions thereof, granted Blachly-Lane County Cooperative Electric Association, and Oregon corporation, by instrument recorded June 23, 1992, Reel No. 1770, Reception No. 9234197, Lane County Official Records.
11. Easement, including the terms and provisions thereof, granted Blachly-Lane County Cooperative Electric Association, and Oregon corporation, by instrument recorded January 25, 1993, Reel No. 1820, Reception No. 9304464, Lane County Official Records.

RECEIVED BY OWRD

AUG 04 2014

SALEM, OR

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

R-00001

SCHEDULE "C"

The land referred to in the Policy is described as follows:

Commencing at the West quarter section corner of Section 9, Township 15 South, Range 5 West of the Willamette Meridian in Lane County, Oregon; thence South 0° 01' 37" East 1334.01 feet along the West line of said Section 9 to a 1/2 inch iron rod for the place of beginning; thence North 88° 32' 44" East 1327.79 feet to the West line of Lot 17, SUNNYSIDE ORCHARD TRACTS, as platted and recorded in Book 5, Page 1, Lane County Oregon Plat Records, distant thereon North 0° 22' 01" West 37.07 feet from the Southwest corner thereof; thence along the West line of said SUNNYSIDE ORCHARD TRACTS South 0° 22' 01" East 7.07 feet; thence South 89° 52' 01" East, parallel with the South line of said SUNNYSIDE ORCHARD TRACTS 2614.69 feet to the West line of Territorial Road; thence South 0° 00' 17" West along the West line of said road 30.00 feet to the South line of said SUNNYSIDE ORCHARD TRACTS; thence North 89° 52' 01" West 2614.69 feet to the Southerly Southwest corner thereof; thence South along the East line of the West one-half of the Southwest quarter of said Section 9 a distance of 1316.80 feet to the stone set in that Record of Survey filed as C.S. 1163, Lane County Survey Records, for the Southeast corner of the West half of the Southwest quarter of Section 9; thence North 89° 19' 07" West along the South line of C. S. 1163 a distance of 1327.07 feet to the Southwest corner of said Section 9; thence North 0° 01' 37" West 1304.38 feet to the place of beginning, in Lane County, Oregon.

RECEIVED BY OWRD

AUG 04 2014

SALEM, OR

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

R-88001

AUG 04 2014

SALEM, OR

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released 72306 (6/06)

from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

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

JUL 11 2014

SALEM, OR

R-00001

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

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

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

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

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

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

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

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

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

RECEIVED BY OWRD

RECEIVED BY OWRD

AUG 04 2014

JUL 11 2014

R-80000

SALEM, OR

SALEM, OR

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the

Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Chicago Title Insurance Company, Attn: Claims Department, P. O. Box 45023, Jacksonville, Florida 32232-5023.

RECEIVED BY OWRD

AUG 04 2014

SALEM, OR

72306 (6/06)

R-80001

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

ALTA Owner's Policy (6/17/06)



TITLE NO. 0278115 *MMC*
ESCROW NO. EU12-3553
TAX ACCT. NO. 0018836
TAX ACCT. NO. 1749975
MAP/TAX LOT NO. 15 05 09 400
MAP/TAX LOT NO. 15 05 09 400

Lane County Clerk
Lane County Deeds and Records

2012-060708



\$47.00

11/27/2012 01:10:58 PM
RPR-DEED Cnt=1 Sins= CASHIER 02
\$10.00 \$11.00 \$16.00 \$10.00

WARRANTY DEED -- STATUTORY FORM

TODD H. TINKER and LEE H. TINKER, Grantor,

conveys and warrants to

ROBERT V. ANDERSEN and AMANDA LEBRUN ANDERSEN, husband and wife, Grantee,
the following described real property free of encumbrances except as specifically set forth herein:

Commencing at the West quarter section corner of Section 9, Township 15 South, Range 5 West of the Willamette Meridian in Lane County, Oregon; thence South 0° 01' 37" East 1334.01 feet along the West line of said Section 9 to a 1/2 inch iron rod for the place of beginning; thence North 88° 32' 44" East 1327.79 feet to the West line of Lot 17, SUNNYSIDE ORCHARD TRACTS, as platted and recorded in Book 5, Page 1, Lane County Oregon Plat Records, distant thereon North 0° 22' 01" West 37.07 feet from the Southwest corner thereof; thence along the West line of said SUNNYSIDE ORCHARD TRACTS South 0° 22' 01" East 7.07 feet; thence South 89° 52' 01" East, parallel with the South line of said SUNNYSIDE ORCHARD TRACTS 2614.69 feet to the West line of Territorial Road; thence South 0° 00' 17" West along the West line of said road 30.00 feet to the South line of said SUNNYSIDE ORCHARD TRACTS; thence North 89° 52' 01" West 2614.69 feet to the Southerly Southwest corner thereof; thence South along the East line of the West one-half of the Southwest quarter of said Section 9 a distance of 1316.80 feet to the stone set in that Record of Survey filed as C.S. 1163, Lane County Survey Records, for the Southeast corner of the West half of the Southwest quarter of Section 9; thence North 89° 19' 07" West along the South line of C. S. 1163 a distance of 1327.07 feet to the Southwest corner of said Section 9; thence North 0° 01' 37" West 1304.38 feet to the place of beginning, in Lane County, Oregon.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.306, 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 38.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.306, 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.

Except the following encumbrances:

Covenants, Conditions, Restrictions and Easements of record.

The true consideration for this conveyance is \$335,000.00.

TODD H. TINKER and LEE H. TINKER

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

*414 E. Hathaway Dr
San Antonio TX 78209*
GRANTOR'S NAME AND ADDRESS

ROBERT V. ANDERSEN and AMANDA
LEBRUN ANDERSEN

*26312 Valley View Dr
Cheshire OR 97419*
GRANTEE'S NAME AND ADDRESS

WRD

RECEIVED BY OWRD

AUG 04 2014

SALEM, OR

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

R-8000

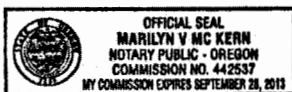
264
Dated this ~~26th~~ day of November, 2012.

T. Tinker
TODD H. TINKER

Lee H. Tinker by T. Tinker her Attorney in Fact
LEE H. TINKER BY TODD H. TINKER, HER ATTORNEY IN FACT

State of Oregon
County of Lane

This instrument was acknowledged before me on 11/26, 2012 by TODD H. TINKER
individually and as Attorney in Fact for LEE H. TINKER.



Marilyn V. Mc Kern
(Notary Public for Oregon)
My commission expires 9/28/13

RECEIVED BY OWRD

AUG 04 2014

SALEM, OR

WRD

RECEIVED BY OWRD

JUL 11 2014

SALEM, OR

R-88001