



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

# Certificate of Water Right Ownership Update

## NOTICE TO SELLERS & BUYERS:

By law, all water belongs to the public (ORS 537.110). In almost every instance, a permit or water right certificate from the Water Resources Department is needed before using, diverting or storing water (ORS 537.130). However, most domestic wells do not require water rights. A certificate of water right stays with the land. In order to keep track of water right ownership, the Department requests that this form be submitted to the Department. *If for multiple rights, a separate form for each right will be required.*

Water that has been used for a long time in one place or that involves a water structure (like a dam) that already exists is no guarantee that there is a water right which would allow the water use to continue.

If you have any questions about this form or water right requirements, please contact your local watermaster or call the Water Resources Department at 503-986-0900.

*Note: Please type or print legibly when filling in the following information. Use additional paper if necessary.*

### PROPERTY SELLER INFORMATION - Property Purchased 1978

Applicant(s): Thomas M. Hunt  
First Last  
 Mailing Address: PO Box 337  
Florence OR 97439  
City State Zip  
 Phone: N.A. - Deceased 1997  
Home Work Other

### PROPERTY BUYER INFORMATION

Applicant(s): Thomas J. Hunt  
Emily J. Hunt  
First Last  
 Mailing Address: 5440 Leavitt Loop  
Florence OR 97439  
City State Zip  
 Phone: 541-997-6555 541-997-7181 541-991-7181 cell.  
Home Work Other

### PROPERTY DESCRIPTION (attach additional pages if necessary):

County: Lane Township: 19 Range: 12 Section: 14-40  
 Tax Lot Number(s): 00400

Street address of water right property: 5440 Leavitt Loop, Dunes City (Florence)

Water Right Information (attach copy of water right permit or certificate & final proof map):

Application #: 546451 Permit #: 534704 Certificate or Page #: 39068

Will all the lands associated with this water right be owned by the buyer?  Yes  No

Name of individual completing this form: Thomas J. Hunt Phone: 541-997-6555

Signature: Thomas J. Hunt Date: 12-10-2014

*Please be sure to attach a copy of your property deed or legal description of the property.*

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STATE OF OREGON

COUNTY OF LANE

CERTIFICATE OF WATER RIGHT

This Is to Certify, That DR. THOMAS M. HUNT

of P. O. Box 337, Florence, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Woahink Lake

a tributary of Siltcoos River (Pacific Ocean) for the purpose of domestic use of one family including the irrigation of lawn and garden not to exceed one-half acre in area under Permit No. 34704 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from September 26, 1969

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.01 cubic foot per second

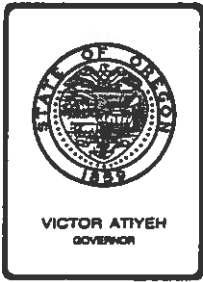
or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the Lot 7 (NW 1/4 SE 1/4), Section 14, T. 19 S., R. 12 W., W. M., 1316 feet South and 1781 feet West from E 1/2 Corner, Section 14.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to ----- of one cubic foot per second per acre,

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SALEM, OR



*Water Resources Department*

MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-8508 or  
1-800-452-7813

October 29, 1980

Thomas J. Hunt  
Box 614  
Florence, Oregon 97439

Dear Mr. Hunt:

REFERENCE: File number 46451

Thank you for your letter regarding permit 34704 in the name of  
Dr. Thomas M. Hunt.

Our records show that Certificate of Water Right recorded at page  
39068, Volume 31, State Record of Water Right Certificates, has been  
issued confirming the use of water under permit 34704. A perfected  
right as evidenced by a certificate is appurtenant to the land described  
in the certificate and the right travels with the property at time of sale  
so no assignment is necessary. There is no statutory provision allowing  
us to reissue a certificate to show subsequent owners of the property.

Sincerely,

THOMAS E. SHOOK  
Water Rights Engineer

TES:wpc  
2743A

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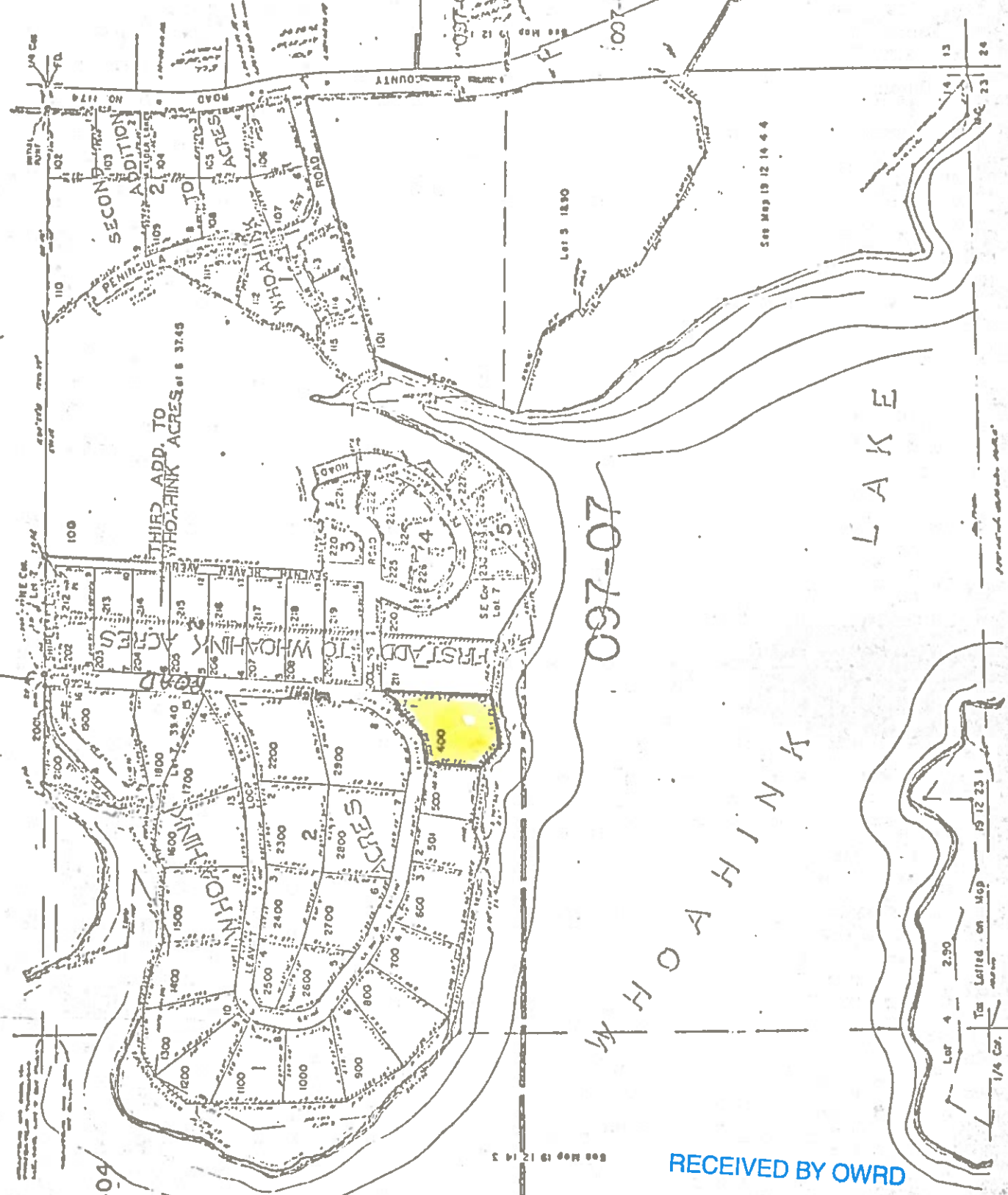
DEC 15 2014

SALEM, OR

This map is made solely for the purpose of guiding in locating the premises herein described. Placer title of Lane County assumes no liability for variations, if any, in description and locations ascertainable by actual survey.

To Huckleberry Lane

See Map 19 12 14 1



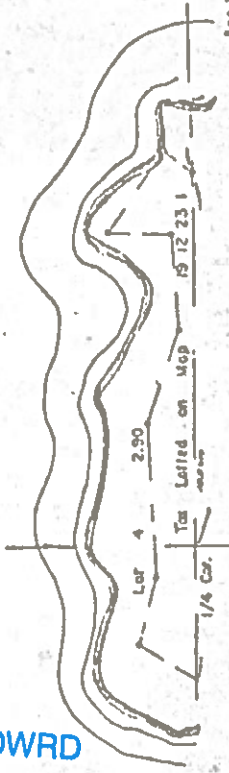
097-04

097-07

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See Map 19 12 23 1

WPT 4865

7824426

TRUST DEED

THIS TRUST DEED, made this 10th day of April, 1978, between THOMAS J. HUNT AND EMILY J. HUNT, husband and wife, as Grantor, PIONEER TITLE CO. OF LANE COUNTY, as Trustee, and THOMAS M. HUNT AND MARIAN R. HUNT, with the rights of survivorship, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Lane County, Oregon, described as:

Lot 1, Block 1, WOHINK ACRES, as platted and recorded in Book 27, Page 29, Lane County Oregon Plat Records, in Lane County, Oregon.

L B • R28 1112 0007

which said described real property is/is not currently used for agricultural, timber or grazing purposes, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate,

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FORTY THOUSAND DOLLARS AND NO/HUNDREDS Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable April 11, 1998.

To protect the security of this trust deed, grantor agrees:

- 1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ VALUE, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense.
5. To keep said premises free from mechanics' liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of his trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses in-

- endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.
10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.
11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.
13. After default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50 each) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.
14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.
15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-