



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

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Certificate of Water Right Ownership Update

SALEM, OR
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

Applicant(s): Virginia Francis
First Last
 Mailing Address: 15625 NE Eilers Road
Aurora OR 97002
City State Zip
 Phone: _____
Home Work Other

PROPERTY BUYER INFORMATION

Applicant(s): Keith Ketch de Kanter
First Last
 Mailing Address: 15868 NE Eilers Road
Aurora OR 97002
City State Zip
 Phone: (503) 678-5687
Home Work Other

PROPERTY DESCRIPTION (attach additional pages if necessary):

County: Clackamas Township: 3S Range: 1E Section: 19

Tax Lot Number(s): 31E19 00307

Street address of water right property: 15868 NE Eilers Road, Aurora, OR 97002

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

Application #: _____ Permit #: _____ Certificate or Page #: 61150

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

Name of individual completing this form: Keith Ketch de Kanter Phone: 503-678-5687

Signature: [Signature] Date: 11/17/2014

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

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AFTER RECORDING RETURN TO:

Nikki C. Hatton
Schwabe, Williamson & Wyatt
1211 SW Fifth Avenue, Suite 1700
Portland, OR 97204-3795

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO:

Kanter
Keith Ketch de ~~Kantor~~
15808 NE EILERS RD
AURORA, OR 97002

STATUTORY WARRANTY DEED

Francis Riverside Ranch, LLC, an Oregon limited liability company, Grantor, conveys and warrants to Keith Ketch de ~~Kantor~~, Grantee, the following described real property:
Kanter

See Exhibit A

This conveyance is made by Grantor and accepted by Grantee subject to the exceptions of record in Clackamas County, Oregon, to the extent valid and subsisting and affecting the property conveyed.

The true consideration for this conveyance consists of or includes other property or other value given or promised.

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, 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.

Executed this 27 day of August 2014.

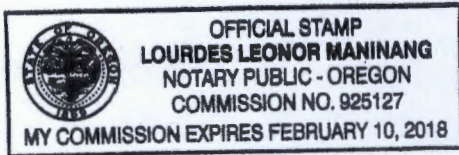
GRANTOR

FRANCIS RIVERSIDE RANCH, LLC, an Oregon limited liability company

By: Virginia Francis
Virginia Francis, Manager

STATE OF OREGON)
) ss.
County of Clackamas)

This instrument was acknowledged before me this 27 day of Aug., 2014, by Virginia Francis, Manager of Francis Riverside Ranch, LLC, an Oregon limited liability company.



Maninang
Notary Public for Oregon
My Commission Expires: 02/10/2018

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EXHIBIT A

A tract of land situated in the northwest one-quarter of Section 19, T. 3 S., R. 1 E., of the W.M., more particularly described as follows:

Beginning at a point that is South 1298.22 feet and East 274.68 feet from the one-quarter corner on the West boundary of Section 19, T. 3 S., R. 1 E., of the W.M., thence North 1937.62 feet to a point; thence West 76.38 feet to a point; thence North 657.58 feet to the South bank of the Willamette River; thence North 65° 00' East 443.16 feet to a point; thence North 73° 30' East 169.11 feet to the true point of beginning of the tract of land herein described; said true point of beginning being further described as East 762.09 feet and North 1532.30 feet from the one-quarter corner on the West boundary of Section 19, T. 3 S., R. 1 E., of the W.M.; thence South 0° 21' East 339.73 feet to the Northerly right of way boundary of Meridian Road; thence along the Northerly right of way boundary of Meridian Road North 71° 15' East 131.78 feet to a point; thence North 0° 21' West 334.37 feet to a point; thence South 73° 30' West 130.15 feet to the point of beginning.

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PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made on August 27, 2014, by and between Frances Riverside Ranch LLC ("Seller"), and Keith Ketch de Kanter ("Buyer").

Recital

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located thereon located at NE Eilers Road, Aurora, Oregon, and having the legal description provided on Exhibit A attached hereto (the "Property").

Agreement

Now, therefore, for valuable consideration, the parties hereby agree as follows:

- 1. Sale and Purchase.** Buyer shall purchase the Property from Seller and Seller shall sell the Property to Buyer for the sum of four hundred fifty thousand dollars (\$450,000) (the "Purchase Price").
- 2. Payment of Purchase Price.** The Purchase Price shall be paid as to Seller in monthly payments of four thousand five hundred ninety-five dollars and 24 cents (\$4,595.24) commencing September 10, 2014. Interest shall accrue on the unpaid balance at 2% per annum (the "Note").
- 3. Security.** The Note shall be secured by a trust deed of the same date on the Property (the "Trust Deed").
- 4. Title Report and Documents.** Within ten (10) days after the date hereof Buyer shall obtain a preliminary title report (the "Preliminary Commitment") from a title company, showing the status of Seller's title to the Property. Within ten (10) business days after Buyer receipt of a copy of the Preliminary Commitment together with complete and legible copies of all documents shown therein as exceptions to title, Buyer shall give notice in writing to Seller of any objection to such title or to any liens, encumbrances or other exceptions affecting the Property. In the event Buyer fails to raise any such objection within such time period, all conditions and exceptions to title set forth in the Preliminary Commitment shall be "Permitted Exceptions." In the event Buyer objects to any exception(s) to title, Seller shall be obligated to notify Buyer within five (5) business days after receipt of notice of such objection whether Seller elects to remove such exception(s). If Seller elects to remove such exception(s), Seller shall do so at or prior to Closing, and all remaining exceptions set forth in the Preliminary Commitment and agreed to by Buyer shall be "Permitted Exceptions." If Seller elects not to remove the objected-to exception(s), Buyer may, by written notice to Seller within five (5) business days after receipt of notice of Seller's election not to remove such exception(s), terminate this Agreement or Buyer may elect to acquire the Property subject to such exception(s), in which case such exception(s) and all remaining exceptions set forth in the

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Preliminary Commitment and not removed or to be removed pursuant to this Section 3 shall be "Permitted Exceptions."

5. **Closing.** Closing shall take place on or before _____, 2014 (the "Closing Date").

6. **Deed.** At closing, **Seller** shall execute and deliver to **Buyer** a bargain and sale deed, conveying the Property to **Buyer** subject to the exceptions of record in Clackamas County, Oregon to the extent valid and subsisting and affecting the property conveyed.

7. **Trust Deed.** At closing **Buyer** shall execute and deliver to **Seller** a trust deed securing the Property.

8. **Taxes; Prorates.** Real property taxes for the current tax year and other usual items shall be prorated as of the Closing Date.

9. **Title Insurance Policy.** **Seller** shall pay and for and cause the title company to deliver to **Buyer** an ALTA standard owner's form policy of title insurance in the amount of the purchase price, insuring fee simple title to the Property in **Buyer**, subject only to the standard printed title exceptions and the Permitted Exceptions.

10. **Possession.** **Buyer** shall be entitled to possession immediately following closing.

11. **Property Included.** All improvements to the Property and all fixtures are part of the Property and shall be left on the Property by **Seller**.

12. **Personal Property.** No personal property owned by the **Seller** shall be included as part of the Property being sold to **Buyer**. The parties' acknowledge that **Buyer** owns personal property that is located on the Property.

13. **Seller's Representations.** **Buyer** has been leasing the Property from **Seller** since **Seller** acquired it. **Buyer** represents that it has accepted and executed this Agreement on the basis of its own examination and personal knowledge of the Property; that **Seller** and **Seller's** agents have made no representations, warranties, or other agreements concerning matters relating to the condition of the Property or any improvements thereon; that **Seller** and **Seller's** agents have made no agreement or promise to alter, repair, or improve the Property; and that **Buyer** takes the Property in the condition, known or unknown, existing at the time of this Agreement, "AS IS", with all defects, if any.

Seller makes no representations or warranties that the Property complies with any applicable code relating to health, structure, safety, fire or environmental matters. **Seller** shall not be required to make any repairs or improvements or incur the cost for any permits or licenses, with respect to the condition, improvement or use of the Property, all of which shall be the responsibility of the **Buyer**, as he has been in possession of the Property.

14. **Environmental Matters.** **Seller** specifically makes no representations or warranties regarding the presence or absence of asbestos, hazardous materials, toxic wastes,

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underground storage tanks, or any other item or material regulated, controlled or prohibited under the environmental protection laws or other applicable federal, state or local laws, regulations, rules or ordinances. **Seller** shall not have any obligation, either before or after Closing, to remove such items or pay or reimburse to **Purchase** the cost of repairs and restoration thereby.

Buyer waives and releases any and all claims which **Buyer** may have against **Seller** at any time for contribution and/or indemnification for any loss, cost, expenses, or damages incurred by or assessed against **Buyer** in connection with environmental claims, including all costs of studies, surveys, clean up and other environmental claim expenses. Environmental claims shall include, but are not limited to, all federal, state and local laws, regulations and ordinances governing environmental matters and the existence, clean up and/or remedy of contamination, the protection of the environment, the control of hazardous wastes and materials, the use, generation, transport, removal and storage of hazardous substances, asbestos and underground storage tanks, and any other environmental matter controlled by applicable law.

15. **Buyer's Provisions**

14.2.1. **Buyer** acknowledges that **Buyer** has not relied upon any promises or representations by **Seller** that are not specifically set forth in writing in this Agreement regarding the Property, its condition, or zoning, land use and planning matters. **Buyer** acknowledges that, except as set forth in this Agreement, **Buyer** has ascertained from sources other than **Seller** the applicable zoning, building, housing and other regulatory ordinances or laws affecting the Property, and that **Buyer** accepts the Property with full awareness of those ordinances as laws as they may affect the present use or any intended future use of the Property, and except as set forth herein, **Seller** has made no representations with respect to such ordinances and laws.

14.2.2. **Buyer** has the authority to purchase the Property from **Seller**, and this Agreement has been duly authorized, executed, and delivered by **Buyer**.

14.2.3. This Agreement does not violate and has not violated any provision of any agreement or judicial order to which **Buyer** is a party or to which **Buyer** is subject.

14.2.4. **Buyer** has not employed any broker or finder in connection with this transaction as contemplated by this contract, and has taken no action which would give rise to a valid claim against **Seller** for a brokerage commission, finder's fee or like payment.

14.2.5. **Buyer** shall indemnify and hold harmless **Seller** from and against any and all claims, losses, damages, response costs, and expenses (including reasonable attorneys' fees and the fees of paralegals, engineers, and other experts) of any nature whatsoever arising out of or in any way related to the inaccuracy in or breach of any of the representations, warranties, or covenants set forth in this Agreement.

All representations and warranties set forth in this Agreement and all provisions of this Agreement shall survive closing, but only as to the status of facts as they exist as of the Closing.

16. **Binding Effect/Assignment Restricted.** This Agreement is binding on and inures to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Buyer will not assign its rights under this Agreement without Seller's prior written consent, which may be withheld in Seller's sole discretion.

17. **Attorney Fees.** If an action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

18. **Amendment.** This Agreement may not be modified or amended except by the written agreement of the parties. No modification or amendment or attempted waiver of any provision of this Agreement shall be binding unless in writing and signed by the party to be bound. This Agreement may not be modified or amended orally.

19. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties.

20. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. **Further Assurances:** Both Seller and Buyer each agree that they will without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

22. **Applicable Law.** This Agreement shall be construed, applied, and enforced in accordance with the laws of the state of Oregon.

23. **Statutory Notice.** 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, 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 Agreement is dated effective the date first written above.

SELLER:

BUYER:

Francis Riverside Ranch, LLC

By:

Virginia E. Francis
Virginia E. Francis

Keith Ketch de Kanter
Keith Ketch de Kanter

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SALEM, OR

February 28, 1997

Oregon Water Resources
Commerce Building
158 12th St., N. E.
Salem, Oregon 97310-0210

L.P.O.
for your files

Gentlemen:

I am enclosing a completed Water Right Ownership Update form, a final proof survey and Certificate of Water Right # 61150.

The afore mentioned forms are being sent to you so you may switch the certificate name from my ex-husband to me.

If you need any further information, please let me know.

Yours truly,

Virginia E. Francis

Virginia E. Francis
15625 N. E. Eilers Rd.
Aurora, Oregon 97002
503-678-5888

Enc: 3

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SALEM, OR

COMMERCE BUILDING
- 158 12TH STREET NE
SALEM, OR 97310

378-8455 x 499

1-800-624-3199 x 499

OREGON WATER RESOURCES DEPARTMENT
WATER RIGHT OWNERSHIP UPDATE FORM

cert. permit final map sent

NOTICE TO SELLERS & BUYERS:

By law all water belongs to the public (ORS 537.110). In almost every instance, a permit ("water right") from the Water Resources Department is needed before using, diverting, or storing any water (ORS 537.130). However, most domestic wells do not require water rights. A water right stays with the land. In order to keep track of water right ownership, ORS 537.330 requires persons selling property that has a water right to: 1) provide evidence of the water right to the buyer and 2) notify the Water Resources Department of the water right involved with the real estate transaction. Sellers are exempted from this requirement if the water uses are served by a water district or a city.

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)378-8455.

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

PROPERTY SELLER INFORMATION:

Name: George R. Francis
Street Address: 15625 N. E. Eilers Rd.
City: Aurora, Oregon State: Oregon Zip: 97002
Phone: 503-678-5888

PROPERTY BUYER INFORMATION:

Name: Virginia E. Francis
Street Address: 15625 N. E. Eilers Rd.
City: Aurora State: Or Zip: 97002
Phone: 503-678-5888

PROPERTY DESCRIPTION (attach additional pages if necessary):

County: Clackamas Township: 3 Range: 1 E Section: 19
Tax Lot number(s): 3
Meets & bounds description (or attach copy of property deed & tax lot map with the parcels highlighted):

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WATER RIGHT INFORMATION (attach copy of water right certificate or permit & final proof map if available):

Application #: 59519 Permit #: 44883 Certificate #: 61150
Will all lands associated with the water right be owned by the buyer? Yes No

Name of individual completing this form: Virginia E. Francis Phone: 503-678-5888
Signature: Virginia E. Francis Date: February 27, 1997

This property was transferred to Virginia E. Francis, solely, in Divorce # 92-5-277 in Clackamas County - State of Oregon

STATE OF OREGON
COUNTY OF CLACKAMAS
CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

GEORGE R. FRANCIS
15625 NE EILERS ROAD
AURORA, OREGON 97002

confirms the right to use the waters of WILLAMETTE RIVER, a tributary of COLUMBIA RIVER, for the purpose of IRRIGATING 27.5 ACRES.

The right has been perfected under Permit 44883. The date of priority is NOVEMBER 23 1979. The right is limited to not more than 0.34 CUBIC FOOT PER SECOND or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

LOT 3 (NE 1/4 NW 1/4), SECTION 19, T 3 S, R 1 E, W.M.; 1850 FEET NORTH AND 1210 FEET WEST FROM THE CENTER 1/4 CORNER SECTION 19.

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 ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year.

The right shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right, and to which such right is appurtenant, is as follows:

LOT 3 (NE 1/4 NW 1/4)	0.4 ACRE
LOT 3 (SE 1/4 NW 1/4)	27.1 ACRES
SECTION 19	
TOWNSHIP 3 SOUTH, RANGE 1 EAST, W.M.	

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The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The right is subject to minimum flows established by the Water Resources Commission with an effective date prior to this right.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described. The right is subject to minimum flows established by the Water Resources Commission with an effective date prior to this right.

WITNESS the signature of the Water Resources Director, affixed this date MAY 19, 1989.

William H. Young
Water Resources Director

Recorded in State Record of Water Right Certificates numbered 61150

59519.RWK

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MAP 31E1900307

ACCT # 00767940

PS. 8954

PS. 16786

AST 1453.2, N1°12'E 2605.0,
28°12'W 2803, N71°15'E
3.88 FT. FROM THE SW COR. OF
W/4 OF SW/4 OF SEC. 19

Fd. 5/8" I.R.

N79°31'15"E
199.80

Fd. 5/8" I.R.

N.E. EILERS ROAD

N79°31'15"E

Fd. 5/8" I.

538.06 PS. 8953

Fd. 5/8" I.R.

ADAMS
77-17649

S1°12'W 1331.00

BASED FOR BEARING 1552.27 TO E
PS. 17428

20.0 AC.

1429.50

N1°12'E 1455.03 To 4

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N1°17'20"E 1610.09
(1610.15 PS. 13042)

20' ROADWAY EASEMENT

Fd. 5/8" I.R.

636.00

673.15

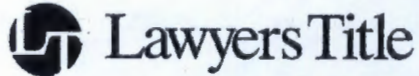
Fd. 5/8" I.R.

S 89°16'50"E 1309.15
(1309.08 PS. 17428)

46.48

Fd. 1" I.R. AT
CENTER OF SECTION

PS. 17428



Lawyers Title
Lake Oswego Branch
6000 Meadows Road, Suite 100
Lake Oswego, OR 97035
503-968-1082 FAX 503-968-1852

October 10, 2014

Keith Ketch de Kanter
15868 NE Eilers Road
Aurora, OR 97002

Order No. 87F0917684
Buyers: Keith Ketch de Kanter
Property: 15868 NE Eilers Road
Aurora, OR 97002

In connection with the above escrow, we are pleased to enclose your Policy of Title Insurance for your records.

Again, we wish to thank you for the opportunity to assist you in the purchase of your property. Please consider us for any future property transactions you may have.

Sincerely,

Lawyers Title

Bob Pettijohn
Title Officer

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SALEM, OR

Policy Transmittal-Buyer
ORRQ 6/2005

LEGAL DESCRIPTION FOR:

15868 NE EILERS RD.

AURORA, OR 97002

Policy No. 87F0917684

Exhibit "A"

A parcel of land located in the Northwest one-quarter of Section 19, Township 3 South, Range 1 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point in the center of Eilers Road, which is on the East line of that tract conveyed to Harold L. Miller and wife, by Contract and recorded in Clackamas County Deed Records, as Fee No. 6811142, said point being East 1453.2 feet and North 1° 12' East, 2685.0 feet and North 28° 12' West, 28.03 feet from the Southwest corner of the Northwest one-quarter of the Southwest one-quarter of Section 19; thence North 71° 15' East along the center of Eilers Road, 35.88 feet to the true point of beginning of the tract to be described; thence from said true point of beginning, South 1° 12' West parallel with and 20.0 feet East of the East line of the aforementioned Miller Tract; 1352.27 feet to an iron rod; thence South 89° 17' 20" East parallel with the South line of that tract conveyed to Vernon E. and Dorothy L. Lesh and recorded as Fee No. 75 4758, a distance of 1309.08 feet to an iron rod on the East line of said Lesh Tract; thence North 0° 20' 10" East along said East line, 1165.69 feet, more or less, to a point that is 41.0 rods Southerly of the Northeast corner of a 98 acre tract formerly owned by Gerd Eilers as described in Deed Book 78, Page 182, Deed Records; thence West 27.00 rods; thence North 350.0 feet, more or less, to the center of Eilers Road; thence Southwesterly along the center of said road, 875.0 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion thereof as described in Memorandum of Contract to Anthony E. Campbell, aka Tony Campbell, being recorded May 8, 1987 as Recorder's Fee No. 87 20559.

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