



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

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: Thomas & Cynthia Nelson
First Last
Mailing Address: 3414 SW MARICARA ST
PORTLAND OR 97219
City State Zip
Phone: 503-970-9212 503-205-3601 503-246-4041
Home Work Other
Fax: _____ E-Mail Address*: tom.nelson@sulzer.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: N/A
First Last
Mailing Address: _____
City State Zip
Phone: _____
Home Work Other
Fax: _____ E-Mail Address*: _____
* 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: Camas Lily 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: Run-off Tributary to: Gill Cr.
C. County in which diversion occurs: Yamhill

App. No. R-00004

For Department Use
Permit No. _____

Date JUN 25 2015

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D. Reservoir Location

Township (N or S)	Range (E or W)	Section	quarter/quarter	tax lot number
4S	R5W	18	NE & SW	4518-2901

E. Dam: Maximum height of dam: 20 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: 7.5

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.

• Multi purpose use

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5. PROPERTY OWNERSHIP

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

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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:

N/A

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
- C. **Existing:** Is this an existing reservoir? ☐ Yes ☒ No
If yes, how long has it been in place? _____ years.
- 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.

Tom Murtaugh, Oregon Dept. of Fish and Wildlife
Ph. 971-673-6044

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.

We are working with Eric Urstadt, (PE, PLS at Aspen Rural Land Consulting; ph. 971-250-1520), on reservoir design. Diversion is an earthen dam with piped principal spillway and open channel emergency spillway beside the dam.

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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).

See attached.

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9. SIGNATURE

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



Landowner Signature

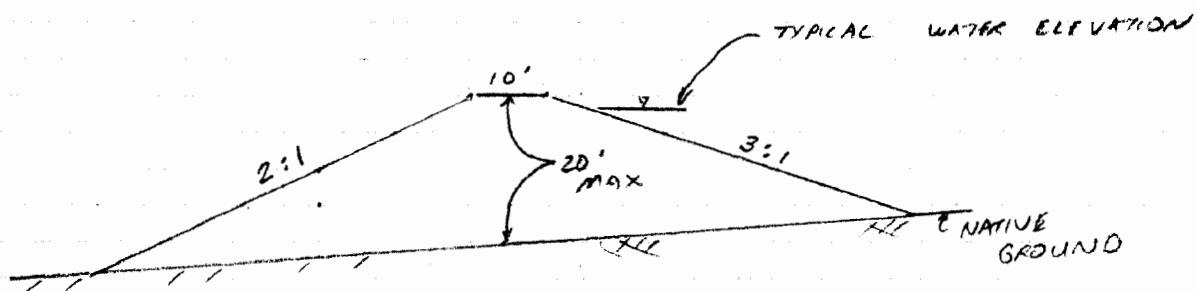
3-27-2015
Date

28-Mar-15

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.

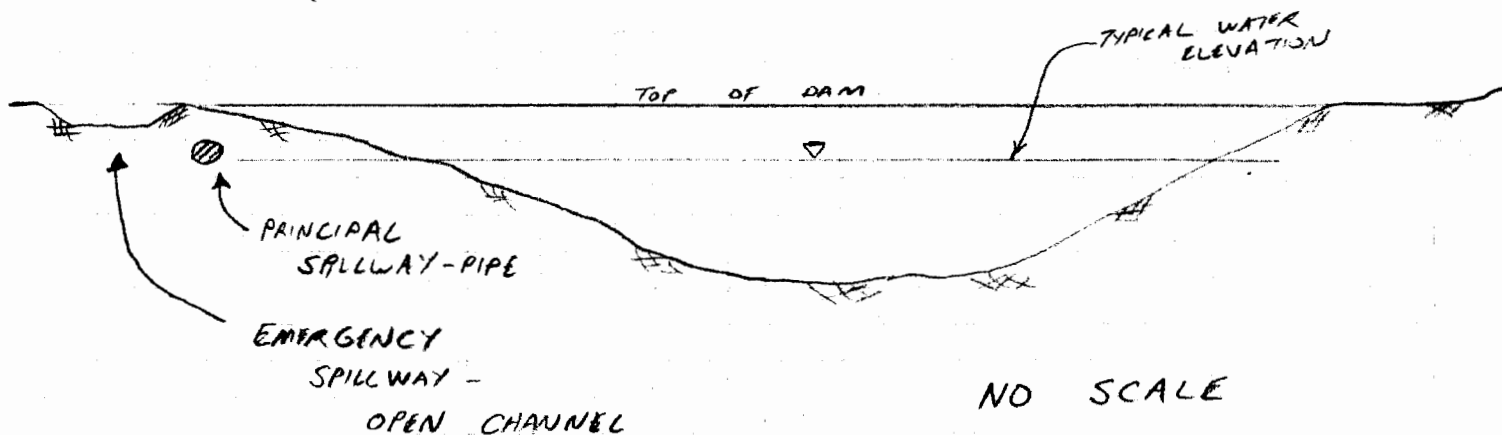
NELSON RESERVOIR SKETCHES



DAM MAXIMUM CROSS-SECTION

SCALE: 1" = 25'

DAM PROFILE LOOKING DOWN STREAM



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ASPEN RLC

BY: Eric UKSTADT

17 MAR 2015

FOR: NELSONS

R-00104

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: Thomas & Cynthia Nelson 4S5W18TL2901

1) Does the proposed reservoir have the potential to injure existing water rights? ☒ NO ☐ YES

Explain:

2) Can conditions be applied to mitigate the potential injury to existing water rights? ☐ NO ☐ YES

If YES, which conditions are recommended: *NA source is runoff*

3) Did you meet with staff from another agency to discuss this application? ☒ NO ☐ YES

Who: Agency: Date:

Who: Agency: Date:

Watermaster signature:

Joel Plahn
Joel Plahn

Date:

4-8-15

WRD Contact: Caseworker: Water Rights Division, 503-986-0900 / Fax 503-986-0901

NOTE: This completed form must be returned to the applicant

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R-88104

XFINITY Connect

cynthia.nelson@comcast.net

± Font Size ±

RE: Nelson Pond application

From : PLAHN Joel M <joel.m.plahn@state.or.us>

Wed, Apr 08, 2015 10:44 AM

Subject : RE: Nelson Pond application 1 attachment**To :** cynthia nelson <cynthia.nelson@comcast.net>**Cc :** PLAHN Joel M (joel.m.plahn@state.or.us) <joel.m.plahn@state.or.us>, Nick Nelson <nickpdx@gmail.com>, Tom Nelson <tom.nelson@sulzer.com>

Hi Cynthia,

Thanks for calling I needed the reminder. Attached is my review let me know if you need anything else.

Thanks, Joel Plahn

District 16 Watermaster
503-986-0889 Office
503-508-2394 Cell
725 Summer St NE, Suite A
Salem, OR 97301**From:** cynthia.nelson@comcast.net [mailto:cynthia.nelson@comcast.net]**Sent:** Tuesday, March 31, 2015 11:59 AM**To:** PLAHN Joel M**Cc:** Nelson, Tom; Nelson, Nick**Subject:** Nelson Pond application

Hello Joel-

I am sending our pond application and supporting documents to enable you to complete your Watermaster Alternate Reservation Application. Please let me know if you need anything else.

Thanks for your time!

Sincerely,
Cynthia Nelson

cell ph. 503-246-4041

Watermaster Review Nelson.pdf 83 KB

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ODFW Alternate Reservoir Application Review Sheet

This portion to be completed by the applicant.

Applicant Name/Address/Phone/Email: Tom Nelson, 3414 SW Maricara St.,
Portland, OR 97219 ph. 503-970-9212 tom.nelson@comcast.net

Reservoir Name: Camas Lily Pond Source: Run-off Volume (AF): 7.5

Twp Rng Sec QQ: 4S R5W 18 NE/SW Basin Name: Gill Creek ☐ 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.)

impounding water at this location will not harm NMF.

☐ 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.

NMF ARE NOT Present at, or for a significant distance
downstream of the impoundment + POOL location
No Fish Passage or Screening Required.

¹ AO = Artificial Obstruction means any dam, diversion, culvert or other human-made device placed in waters of the 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)

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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)

ODFW Signature: *Tom Murtagh*

Print Name: Tom Murtagh

ODFW Title: Dist. Fish Biologist

Date: 6-24-2015

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

Revised 10/4/12

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For Local Government Use Only

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

Please check the appropriate box below and provide the requested information

- ☒ Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): Section 401 of the Yamhill Co. Zoning Ord.
- ☐ 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.

Name: Kenneth P. Fisher Title: P.D.M.

Signature: [Signature] Phone: 503-434-7516 Date: 5/19/2015

Government Entity: Yamhill County

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

Receipt for Request for Land Use Information

Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

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Yamhill County
Department of Planning and Development

525 NE 4th Street, McMinnville, Oregon 97128

Phone: (503) 434-7516 • Fax: (503) 434-7544 • TTY: 800-735-2900 • Website: www.co.yamhill.or.us/plan

Date: 5/19/2015

RECEIVED OF: Tom + Cynthia Nelson

FOR: _____

Docket #(s): _____

Permit #(s): _____

Tax Lot #(s): 4518-2901

PERMITS

Building Permits
Plumbing Permits (Residential)
Plumbing Permits (Commercial)
Mechanical Permits
Manufactured Home Placement Permits
Electrical Permits
Electrical—Master Permit Program

Zoning Compliance Fee (Ag Barn)
Reinspection Fee
Inspection Fee
Demolition Permit
Building Investigation Fee
Plan Review (Building or Electrical)
Administrative Surcharge

Agency Water Right 71st
Address
Appeal/Hearing
Comprehensive Plan Amendment (PA, PAZ)
Conditional Use (C, CTS, CTR, WRG)
Cove Orchard Sewer Hookup
Dwelling Approvals (Farm, Forest, Non-farm)
Partition/Subdivision/Adjustments
Miscellaneous Land Use Applications

LAND USE

AGCY
ADDR
APEAL
*PDCP *PDPZ
*PDCU MADJ CTS CTR *PDWR
COSSD
*PDFD *PDFT *PDNF
*PDPA *PDSU L-MAJ L-MIN
EXT *PDFP NCU NCU-R RR SIGN SU
SDR TS V M-37

SEPTIC

Septic Permit
Pump
Site Evaluation
Plan Review (Commercial)
Authorization

Existing System Evaluation
Alternative System Evaluation
Inspections
Pump Truck Evaluation(s)

SOLID WASTE

WOW - Valley: Franchise (FRACS)
Newberg Garbage: Franchise (FRANG)
Newberg Transfer: Franchise (FRANT)

Riverbend: In County (RBIN)
Riverbend: Out of County (RBOUT)
Miscellaneous (MISSW)

MISCELLANEOUS

Photo Copies, Fax, P.I. Listing
Public Works – County Maps
Telephone

COPY PILIST
*PDRD
TELBU TELME TELPR TELPC TELPL TELSW

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SURVEYOR

Photo Copies (COPYS)
Surveyor Filing Fee (FIFEE)

Plat Checks (PLCHK)
Road Vacation (RDVAC)

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SALEM, OREGON

**All items are received for collection
ONLY and this receipt shall be
cancelled for nonpayment of any item**

TOTAL
PAID

71st

Cash _____ Coin _____
Credit Card _____ Check# 7257
Ref# _____ Appr# _____

95127

R-88164

By: [Signature]

WESTERN TITLE & ESCROW COMPANY

1215 NE BAKER STREET - PO BOX 628/MCMINNVILLE, OR 97128
Phone: (503) 472-3154 Fax: (503) 472-8664

ESTIMATED CLOSING STATEMENT (Buyer)

DATE: 08/09/2006
RE: THOMAS NELSON
CYNTHIA NELSON

ESCROW NO.: 40-0148706
TITLE NO.: 40-0148706

SUBJECT PROPERTY: PEAVINE RD, MCMINNVILLE, OR
SELLER: CAMP BELLES, LLC KATHY ENOS

PRORATE DATE: Close of Escrow	DEBIT	CREDIT
PURCHASE PRICE	\$285,000.00	

BUYER DEPOSITS:		
DEPOSIT TO ESCROW FROM THOMAS & CYNTHIA NELSON		5,000.00
DEPOSIT TO ESCROW FROM THOMAS NELSON		205,000.00

PRORATIONS AS OF 08/09/2006:		
REAL PROPERTY TAX @ 164.52		
paid to 07/01/2006		17.58

COPY

ESCROW FEES:	
WESTERN TITLE & ESCROW COMPANY	
ESCROW CLOSING FEE	292.50
WIRE FEE	40.00
COURIER SERVICES	20.00

TITLE CHARGES:	
WESTERN TITLE & ESCROW COMPANY	
RECORDING SERVICES-WD	31.00

ADDITIONAL CHARGES\CREDITS:

AMOUNT DUE, IN THE FORM OF A CASHIERS CHECK	75,365.92
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TOTALS	\$ 285,383.50	\$ 285,383.50
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The undersigned are aware that the figures listed above are estimates and may change between the date of signing and the date of recording. Escrow Agent is authorized and instructed to make the necessary adjustments at the time of disbursement.

I/We acknowledge receipt of a copy of this statement, which is herein accepted and approved this _____ day of _____, _____.

THOMAS NELSON

CYNTHIA NELSON

ESCROW OFFICER: Nita J. Wiebke

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EARNEST MONEY ADDENDUM
ALL CONDITIONS MET CERTIFICATION

RE: LOAN NO.:
ESCROW NO.: 40-0148706
PROPERTY ADDRESS: PEAVINE RD
MCMINNVILLE, OR

We, the undersigned, hereby certify that all of the terms and conditions of the Earnest Money Agreement and any and all addenda thereto, have been met and satisfied by the Principals.

DATE: 08/03/2006

SELLER:

CAMP BELLES, LLC

BY:

Kathy Enos, Member
KATHY ENOS,
MEMBER

BUYER:

THOMAS NELSON

CYNTHIA NELSON

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WESTERN TITLE & ESCROW COMPANY

1215 NE BAKER STREET - PO BOX 628/MCMINNVILLE, OR 97128
Phone: (503) 472-3154 Fax: (503) 472-8664

ESCROW INSTRUCTIONS (Joint)

PAGE: 1 OF 6

TO: WESTERN TITLE & ESCROW COMPANY

Escrow No.: 40-0148706

Escrow Officer: Nita J. Wiebke

PRINCIPALS ESCROW AGENT. The principals to this escrow are:

"Seller": CAMP BELLES, LLC

"Buyer": THOMAS NELSON and CYNTHIA NELSON

Principals appoint WESTERN TITLE & ESCROW COMPANY, an Oregon Corporation, referred to as "Escrow Agent" or "Western Title," as escrow agent for this escrow for the purpose of closing a sale and purchase of real estate between the principals. The principals have entered into a written agreement, a copy of which has been delivered to Escrow Agent; however, Escrow Agent does not ascertain whether it has a complete copy of such agreement.

The undersigned hereby authorize and instruct Escrow Agent to use any and all documents and funds tendered into the escrow in order to effect the condition of title and/or transfer of property as stated herein.

DUTIES OF ESCROW. Escrow Agent's duty to Principals is to act in accordance with the instructions in this escrow and the Oregon Escrow Law. By executing these instructions, Seller and Buyer acknowledge the following:

Escrow Agent and its staff are not authorized to offer and have not offered any legal advice to Seller or Buyer. Escrow Agent and its staff are not authorized to offer and have not offered any advice to Seller or Buyer regarding the merits or effects of this transaction or the nature of the instruments utilized in this transaction.

These instructions are not intended to and do not supersede any agreement between Seller and Buyer and are not intended to and do not constitute an agreement between Seller and Buyer.

Escrow Agent has afforded each Principal adequate time and opportunity to read and understand these instructions and all relevant documents referred to in these instructions, and to seek legal advice of the Principal's choosing at the Principal's expense, concerning any aspect of this transaction.

Seller and Buyer have approved the documents pertaining to their respective sides of this escrow. Seller and Buyer confirm that, if Escrow Agent completed any of Seller's or Buyer's documents, it did so according to the instructions of Seller's or Buyer, respectively, and acted as scrivener only in completing the document and Escrow Agent is not responsible for determining or advising the Seller or Buyer as to which pre-printed forms, if any, were to be completed by Escrow Agent.

Preliminary Title Report. The property that is the subject of this escrow is the subject of Escrow Agent's (or other title company's, if applicable) Preliminary Title Report No. 40-0148706, dated July 21, 2006, herein referred to as the "Preliminary Title Report," a copy of which the undersigned have read and herein approve.

Authorization to Record/Title Policies. Escrow Agent is hereby authorized to deliver and/or record the documents and to disburse funds in accordance with the Buyer and Seller Statements made a part hereof when Escrow Agent can furnish the following title insurance policies:

\$ 285,000.00	OWNER'S STANDARD POLICY
\$ 280,000.00	ALTA EXTENDED

showing title vested in:

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THOMAS NELSON and CYNTHIA NELSON, husband and wife

free and clear of encumbrances, except building and use restrictions, easements, zoning and building laws and ordinances, if any, printed exclusions, conditions and exceptions contained in form of title insurance policy provided for, Lender Exceptions 6,7,8,9,10 and Owner Exceptions 1 THROUGH 5,6,7,8,9,10 of the Preliminary Title Report, new trust deed(s) in favor of new lender(s), and any other exceptions created by new documents delivered or recorded herein.

Prorates. You are instructed to prorate the following as of Close of Escrow, (based on a 365 day year unless otherwise noted):

REAL PROPERTY TAX, based on \$ 164.52

Homebuyer Protection Act. Newly constructed or remodeled residential real estate may be subject to the provisions of House Bill 3539. In the event the real property is subject to House Bill 3539 and if the Seller has not delivered the Notice of Compliance with the Homebuyer Protection Act (HPA) to the Escrow Agent, Escrow Agent is herein relieved and held harmless from any liability or responsibility to comply with Section 2 of HPA.

Estimated Closing Statement. Escrow Agent is instructed to disburse funds pursuant to Buyer and Seller statements examined and approved by the parties hereto and by this reference made a part hereof. Certain items shown on said statements are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement, including any final adjustment which results from a Lender's final audit of any payoff.

Charges/Fees and Delivery of Documents. The principals herein agree to pay any charges, advances and expenses that are properly chargeable to them, as set forth in the closing statement. At the close of escrow, Escrow Agent may mail all documents to the persons entitled thereto. Escrow Agent may furnish a copy of these instructions, amendments thereto, closing statements and/or any other document deposited in this transaction to the Lender, Lender's Agent or Attorney, if applicable.

Funds, Disbursements and Refunds. All funds received in this escrow shall be deposited in a non-interest bearing escrow account or accounts of Escrow Agent at a bank within the State of Oregon. All disbursements shall be made by check of Escrow Agent or by wire at the Company's discretion. The principals to this escrow are hereby notified that the funds deposited in this escrow are insured only to the limit provided by the Federal Deposit Insurance Corporation. Escrow Agent indirectly receives monetary benefits from the banks at which it deposits and maintains its client trust funds in non-interest bearing accounts. These benefits pay for costs associated with handling your escrow. Escrow Agent estimates the monetary benefit on a per closing basis to be \$26.82. In the event that Escrow Agent receives a refund or return of any funds paid by or on behalf of a principal herein, then Escrow Agent is authorized and instructed to disburse the refund or returned funds to said principal and waive receipt of a settlement statement showing this refund. At its discretion, Escrow Agent may require further instructions for disbursement as it deems appropriate.

Outstanding Checks. In the event that a recipient of funds from this escrow, in the amount of \$100.00 or less, does not negotiate its check within 90 days of issuance, Escrow Agent may after written notification to said party void said check, and disburse the funds to the principal(s) herein from which the funds originated. In the event one or more of the principals to this escrow do not negotiate check(s) made payable to them, Escrow Agent may, 30 days after written notice to the last known address of said principal(s), institute a monthly service charge of \$25.00 until such funds are depleted.

Recording of the Lender's Deed of Trust. If applicable, buyer and seller understand that the lender, which is providing all or part of the buyer's purchase money, may require the recording of the lender's trust deed (or other security instrument) before the delivery of lender's funds to escrow. Buyer and Seller agree to and consent to this requirement. Buyer and Seller authorize and instruct Escrow Agent to record said deed of trust along with buyer's trust deed (or other security instrument) to lender. In the unlikely

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event that lender's funds are not delivered to escrow in a timely manner, buyer agrees to pay the trustee, recording and other fees which may be necessary for the reconveyance or release of the lender's security instrument, and buyer further agrees to execute and deliver immediately to Escrow Agent a deed conveying the subject property back to seller along with sufficient funds for recording the deed, and Escrow Agent shall record said deed on behalf of seller after receipt.

Time of Essence, Closing, Continuing Authorization to Close. Seller and Buyer declare that time is of the essence for these instructions. Seller and Buyer further declare that these instructions are a continuing authorization to close when all of the conditions for closing are met, unless Seller or Buyer deposits into escrow before closing a written notice to cancel or to suspend the authorization to close. Seller and Buyer agree and declare that this escrow shall be deemed closed when Escrow Agent has filed for record the instruments described herein. Seller and Buyer further agree and declare that the administration of any holdback of funds or the processing by Escrow Agent of any release, satisfaction or reconveyance of any lien or encumbrance after closing shall be an authorized post closing action of Escrow Agent. All fees collected at closing for post closing action including processing, recording, trustee fees, if applicable, and service fees shall be disbursed to the appropriate parties as determined by Escrow Agent, including service fees to Escrow Agent.

Release of Existing Liens. If Escrow Agent pays off a trust deed in the course of closing this escrow transaction and is unable to procure a release within 60 days, Escrow Agent is authorized to utilize the alternative procedure for discharge established by Oregon Revised Statutes (ORS) 86.720, which permits Escrow Agent to process a "Release of Trust Deed." Seller authorizes Escrow Agent, at its discretion, to use this procedure, collect reasonable fees for processing the discharge in this escrow, and Seller waives the statutory requirement for receipt of any Notice of Intention to Record Release.

Earnest Money Agreement. All terms and provisions of the earnest money agreement, if any, amendments or addenda thereto, have been complied with to the complete satisfaction of the Principals or will be complied with outside of this escrow. Seller and Buyer agree and declare that Escrow Agent will have no responsibility or liability for any term, provision or contingency that is not met.

Property Representation. The undersigned hereby acknowledges that buyer has been advised that no guarantee has been made regarding the use of the subject property including but not limited to compliance with Oregon laws regarding water rights or domestic water supplies, well identification number, well information notices and any other required seller disclosures, subdivision acts and zoning ordinances. Buyer acknowledges that buyer has been advised to consult the local planning authorities to determine the allowed use of the property and buyer hereby holds Escrow Agent harmless from any liability or responsibility with regard to the use of the property which is the subject of this escrow.

Cooperation of Principals. The undersigned hereby acknowledge that we have and shall have continuing obligations to cooperate with Escrow Agent in good faith to enable Escrow Agent to fulfill its responsibilities under this agreement. Such obligations of the undersigned shall survive the closing of the transaction described herein and shall include, without limitation, the obligation to (1) disclose to Escrow Agent any liens, encumbrances or any other rights, claims or matters known to the undersigned which affect or relate to the property and transactions referred to in this agreement, and (2) return to the Escrow Agent for proper disposition any funds, documents or other property which are for any reason improperly or mistakenly released to the undersigned.

Utilities/Personal Property. It is understood that any unpaid fuel, utility charges including service, installation or connection charges for sewer, water or electricity will be adjusted between seller and buyer outside this escrow. It is further understood by the undersigned parties that all matters concerning the transfer of personal property, if any, will be handled between the parties outside of this escrow transaction with no liability or responsibility to Escrow Agent.

Facsimile Signatures. The undersigned parties hereto, and

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instruct the Escrow Agent to accept facsimile copies of signed instructions and settlement statements as sufficient for closing of the escrow. The undersigned parties further agree to furnish the ORIGINALLY SIGNED copies to the Escrow Agent immediately thereafter so as to complete the escrow file.

Counterpart Signatures. It is further understood that certain documents may be signed in counterpart and said counterparts shall be accepted and construed as one instrument. Wherever said documents are to be recorded, signature and acknowledgement pages may be attached to one instrument to defray the costs of recording.

Conflicting Demands/Interpleader. Should you, before or after close of escrow, receive or become aware of any conflicting demands or claims with respect to this escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected hereby, you shall have the right to discontinue any or all further acts on your part until such conflict is resolved to your satisfaction. Escrow Agent shall have the further right to commence or defend any action or proceeding for the determination of such conflict. The parties agree to be jointly and severally liable to pay all costs, damages, judgements and expenses, including reasonable attorney fees if it is necessary for Escrow Agent to bring legal action to determine the rights of the parties in the documents and funds which have been delivered to Escrow Agent by the parties for closing in this escrow. Should Escrow Agent be required to interplead funds, Escrow Agent is hereby authorized by the parties to use the funds deposited herein for the filing fees, court costs, service fees and reasonable attorney's fees, if any, without court order or authorization, and to interplead the balance of the funds into the court.

FIRPTA. Escrow Agent assumes no liability or responsibility for verification of the nationality or foreign status of any transferor/seller in this transaction. Section 1445 of the United States Internal Revenue Code, commonly known as FIRPTA provides that a transferee (buyer), of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. In accordance with said section 1445, the seller herein may be subject to tax on this transfer. Escrow Agent hereby advises each party to contact his or her attorney or tax advisor regarding any questions on the applicability of such law and/or regulation to this transaction. The undersigned hereby understand that this disclosure is made solely for informational purposes and holds Escrow Agent harmless and not liable regarding compliance with the Internal Revenue Code, if applicable.

Instructions in Effect. The instructions are effective upon receipt and thereafter unless revoked by written demand on Escrow Agent prior to the closing of this escrow.

Miscellaneous Provisions.

Hazard/Fire Insurance. Prior to the close of escrow, Buyer/Borrower will deposit into escrow evidence of hazard insurance coverage on the subject property satisfactory to meet the new lender's requirements. Buyer/Borrower shall deposit funds to escrow to pay the first year premium in advance or provide escrow a paid receipt for the insurance coverage.

Authorization to Change Vesting. In the event Buyer, or their Lender, instructs Escrow Agent to change the manner in which the Buyer is vested to the subject property, Escrow Agent is authorized and instructed to make said change on the executed Deed, over the signature of the Seller.

1099 Affidavit and/or Certification. The Seller authorizes and instructs Escrow Agent to do the following in connection with the IRS 1099-S Reporting:

In addition to documents delivered above, Seller hands Escrow Agent a "Certification For No Information Reporting on the Sale or Exchange of a Principal Residence", herein Certification, and a "1099 Affidavit", herein Affidavit. In the event the Seller properly completes Parts I and III, and answers "yes" to assurances (1) through (4) in Part II of the Certification, no further action is required of Escrow Agent and the sale will not be reported to the Internal Revenue Service.

In the event the Seller improperly completes Parts I and III, answers "No" to one or more of the assurances (1) through (4) in Part II, than Escrow Agent will file Form 1099-S to the Internal Revenue Service for the sale of the property.

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Property Taxes. The buyer acknowledges that the tax assessor's office customarily mails tax statements for the July 1 to June 30 tax year in October of the tax year and that Escrow Agent cannot guarantee that the tax assessor's office will address the tax bill to Buyer. Buyer accepts responsibility for contacting the assessor's office and obtaining a tax bill in a timely manner. Buyer acknowledges that a discount applies only if taxes are paid on or before November 15 of the tax year and that interest and charges may accrue after November 15.

Tax Prorations. The property taxes being pro-rated in this escrow is an estimate only as the 2006/2007 real property taxes have not been certified by the County tax assessor's office. The estimate is based on the 2005/2006 tax year. In the event the actual tax is different than the amount prorated, Buyer and Seller agree to adjust the difference, outside of escrow with no further responsibility to Escrow Agent.

The Buyer acknowledges that the tax pro-rate has been credited to Buyer's account and Buyer is responsible for payment of the full tax assessment for 2006/2007. If this escrow is closing after June 30 and prior to the certification of the new taxes by the County, the undersigned acknowledges and accepts an exception to the title insurance policy(ies) to be issued which states that the taxes for the new tax year are due, but not yet payable.

Farm/Forest Defferal. The tax assessment roll discloses that the subject property is classified and assessed as Farm Use land or Forest Use land. These classifications lower the taxable value of the property and create a deferral of a portion of the real property taxes. If this property's farm or forest classification is changed in the future, the deferred taxes may become due and payable. Purchaser is buying this property and assuming the full responsibility for the tax deferral status and for any deferred taxes which may become due as a result of a change in said status. If purchaser desires more information about the tax deferred status and it's implications, they should check with the County Department of Assessment and Taxation before completing this purchase. Further, Escrow Agent has no responsibility to the parties in this transaction as to any problems, litigation or taxes that might arise, should the property become disqualified from the farm and/or forest use assessment.

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

Executed this 3 day of August, 2006

THOMAS NELSON

CAMP BELLES, LLC

BY: Kathy Enos, Member

KATHY ENOS,
MEMBER

CYNTHIA NELSON

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READ AND APPROVE

After recording return to:
WESTERN TITLE & ESCROW COMPANY
1215 NE BAKER STREET - PO BOX 628
McMINNVILLE, OR 97128

Until a change is requested all tax statements
shall be sent to the following address:
TOM NELSON AND CYNTHIA NELSON
3414 SW MARICARA STREET
PORTLAND, OR 97219

WARRANTY DEED -- STATUTORY FORM

*and Sharon Ann Nelson,**

CAMP BELLES, LLC, an Oregon Limited Liability Company, Grantor, conveys and
warrants to THOMAS NELSON and CYNTHIA NELSON, husband and wife, Grantee, the
following described real property, free of encumbrances except as specifically
set forth herein, to wit:

**Not as tenants in common, but
with the right of survivorship

Parcel 1 of Partition 1992-91, recorded December 15, 1992, in Film 3,
Page 316, Plat Records of Yamhill County, Oregon. TOGETHER AND SUBJECT TO
Access and Utility Easements as shown on the recorded Partition 1992-91.

This property is free from encumbrances, EXCEPT: All those items of record, if
any, as of the date of this deed, including any real property taxes due, but
not yet payable.

The true consideration for this conveyance is \$ 285,000.00. THE PROPERTY
DESCRIBED HEREIN HAS BEEN ASSESSED UNDER FARM AND/OR FOREST TAX DEFERRAL.
DISQUALIFICATION MAY RESULT IN ADDITIONAL TAXES AND INTEREST BEING LEVIED.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING
FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS
197.352. 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 APPROVED USES, TO
DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS
DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING
PROPERTY OWNERS, IF ANY UNDER ORS 197.352.

Dated this 3 day of August, 2006.

CAMP BELLES, LLC

BY:

Kathy Enos, Member
KATHY ENOS,
MEMBER

STATE OF OREGON, COUNTY OF YAMHILL) SS.

This instrument was acknowledged before me on August 3, 2006 by KATHY ENOS,
MEMBER, ACTING ON BEHALF OF CAMP BELLES, LLC, AN OREGON LIMITED LIABILITY
COMPANY.

Kim Dunkel

(Notary Public for Oregon)

My commission expires June 14, 2009

TITLE NO. 40-0148706
ESCROW NO. 40-0148706



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40-0148706

WESTERN TITLE & ESCROW



WESTERN
TITLE & ESCROW COMPANY

1215 NE BAKER STREET - PO BOX 628/McMINNVILLE, OR 97128

Phone: (503) 472-3154

Fax: (503) 472-8664

WIRE TRANSFER REQUEST

**PLEASE CALL CHRISTINA OWEN@503-472-3154PH
FOR FUNDING**

WE HEREBY REQUEST THAT LOAN PROCEEDS ARE WIRE TRANSFERRED DIRECTLY
TO OUR ACCOUNT. IF YOU HAVE ANY QUESTIONS REGARDING THIS MATTER
PLEASE CALL WESTERN TITLE & ESCROW AT 503-472-3154.

OUR BANK: WEST COAST BANK
2214 MCDONALD LN.
MCMINNVILLE, OR 97128

OUR ACCOUNT NAME: WESTERN TITLE & ESCROW
ESCROW TRUST ACCOUNT
ACCT. NUMBER: 0190000893
BANK ROUTING NUMBER: 123 200 088

REFERENCE OUR ESCROW NO.: 40- 0148706

REFERENCE OUR BUYER/BORROWER NAME: Nelson

WESTERN TITLE & ESCROW COMPANY

NITA WIEBKE ✓
TIFFANY BEST
ESCROW OFFICERS
MCMINNVILLE BRANCH
503-472-3154PH
503-472-8664FX

_____ FUNDING PLEASE!!!!

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WESTERN TITLE & ESCROW COMPANY

PO Box 628 • 1215 NE Baker • McMinnville, Oregon 97128 • (503) 472-3154 • FAX (503) 472-8664

DATE: July 27, 2006

WESTERN TITLE & ESCROW COMPANY
ATTN: Nita J. Wiebke
1215 NE BAKER STREET
McMINNVILLE, OR 97128

Report No: 40-0148706
Your No: 40-0148706

SUPPLEMENTAL #1 PRELIMINARY TITLE REPORT

STANDARD OWNER'S POLICY	\$285,000.00
EXTENDED LENDER'S POLICY	\$280,000.00

PREMIUMS:

STANDARD OWNER'S PREMIUM	REISSUE	\$684.38 ✓
EXTENDED LENDER'S PREMIUM		\$370.00 ✓
ENDORSEMENTS ALTA 9, 116, 8.1		\$100.00 ✓
CITY LIEN SEARCH		\$25.00 ✓
GOVERNMENT SERVICE FEE		\$25.00 ✓

We are prepared to issue a title insurance policy by Transnation Title Insurance Company, in the form and amounts listed above. This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued, and the full premium therefore paid. The land hereinafter described is situated in the County of Yamhill, State of Oregon, and is described as follows:

Parcel 1 of Partition 1992-91, recorded December 15, 1992, in Film 3, Page 316, Plat Records of Yamhill County, Oregon.

TOGETHER AND SUBJECT TO Access and Utility Easements as shown on the recorded Partition 1992-91.

WT&E 1845-6-1

VESTED IN:

CAMPBELLES, LLC

Dated as of July 21, 2006 at 5:00 p.m.

X Kelly Eno Member

292 50

292 50

20.00

20.00 unrec ✓
20.00 Comm ✓
35.00 EDC ✓

READ AND APPROVED: READ AND APPROVED:
INITIALS _____ INITIALS _____

31.00 Delay ✓
96.00 TD ✓
21.00 Recd, FF ✓

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Subject to the exceptions, exclusions and stipulations, which are part of said policy, and to the exceptions as shown herein:

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 record; 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. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said 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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
5. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: Exceptions 1 through 5 may be modified or eliminated from the ALTA LENDERS EXTENDED POLICY, based upon receipt and review of the following:

- A. If a survey is not required for loan purposes, Western Title and Escrow Company will not require a survey.
- B. Proof that there are no parties in possession or claiming the right to be in possession other than the vessees herein and that there are no existing leases or tenancies.
- C. Proof that there are no statutory liens for labor or material, including liens for contributions due to the State of Oregon for unemployment compensation and for workmen's compensation, which have now gained or hereafter may gain priority over the insured in the forthcoming policy.

6. 2006-2007 taxes, a lien in an amount to be determined, but not yet payable.

7. As disclosed by the assessment and tax roll, the premises herein have been specially assessed as forest land. If the land becomes disqualified for this special assessment under the statute, an additional tax plus interest may be levied for the last five or lesser number of years in which the land was subject to this special land use assessment.

Account No.: 488656

NOTE: 2003 Legislative changes have resulted in changes to forest assessments (FORESTLAND program/HB 2188 and SMALL TRACT FORESTLAND OPTION/HB 2197) and may impact the property described herein. For additional information, please contact the county assessor's office.

8. Terms, provisions and conditions, including but not limited to maintenance provisions contained in Easement Agreement
Dated: June 3, 1977
Recorded: June 3, 1977
Document No.: 121-893

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9. Terms, provisions and conditions, including but not limited to maintenance provisions contained in Easement

Dated: May 13, 1994
Recorded: May 13, 1994
Document No.: 308-843

10. Restrictions, as disclosed in Affidavit of Farn/Forest Use

Recorded: March 9, 2001
Document No.: 200103321

11. Trust Deed to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount: \$184,000.00
Dated: May 1, 2006
Recorded: May 3, 2006
Document No.: 200609810
Re-recorded: May 5, 2006
Document No.: 200610027
Grantor: Maxwell C. Phelps and Pamela Phelps
Trustee: David C. Haugeberg
Beneficiary: First Federal Savings and Loan

Re-recorded: May 5, 2006
Document No.: 200610027

NOTE: City liens, if any, of the City of McMinnville.
(No liens as of July 13, 2006.)

NOTE: Taxes paid in full for the year 2005-2006
Original Amount: \$164.52
Tax Lot No.: R4518 02901
Account No.: 488656

NOTE: We find the following conveyance documents recorded during the last 24 months:

Warranty Deed – Statutory Form

Recorded: May 3, 2006
Document No.: 200609809
Grantor: Victor B. Scarpone and Dona J. Scarpone, husband and wife
Grantee: Maxwell C. Phelps and Pamela Phelps

Warranty Deed

Recorded: July 21, 2006
Document No.: 200616534
Grantor: Maxwell C. Phelps and Pamela Phelps
Grantee: Campbells, LLC

End of 24 - month chain.

NOTE: We find no judgment liens or tax liens against TOM NELSON OR CYNTHIA NELSON.

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NOTE: This Supplemental #1 is being issued to change name in vesting, to add deed to 24-month chain, and to update to current plant date.

cc: THE PRUDENTIAL NORTHWEST PROPERTIES
SHERWOOD OFFICE
20510 ROY ROGERS RD #120
SHERWOOD, OR 97140
Attn: JENNIFER ZETTER
Ph: (503) 625-6676 Fx: (503) 625-6398

cc: CAMPBELLS LLC
KATHY ENOS

cc: TOM & CYNTHIA NELSON

NOTE: For any questions concerning the closing of this transaction please contact Nita J. Wiebke, your Escrow Officer at (503) 472-3154.

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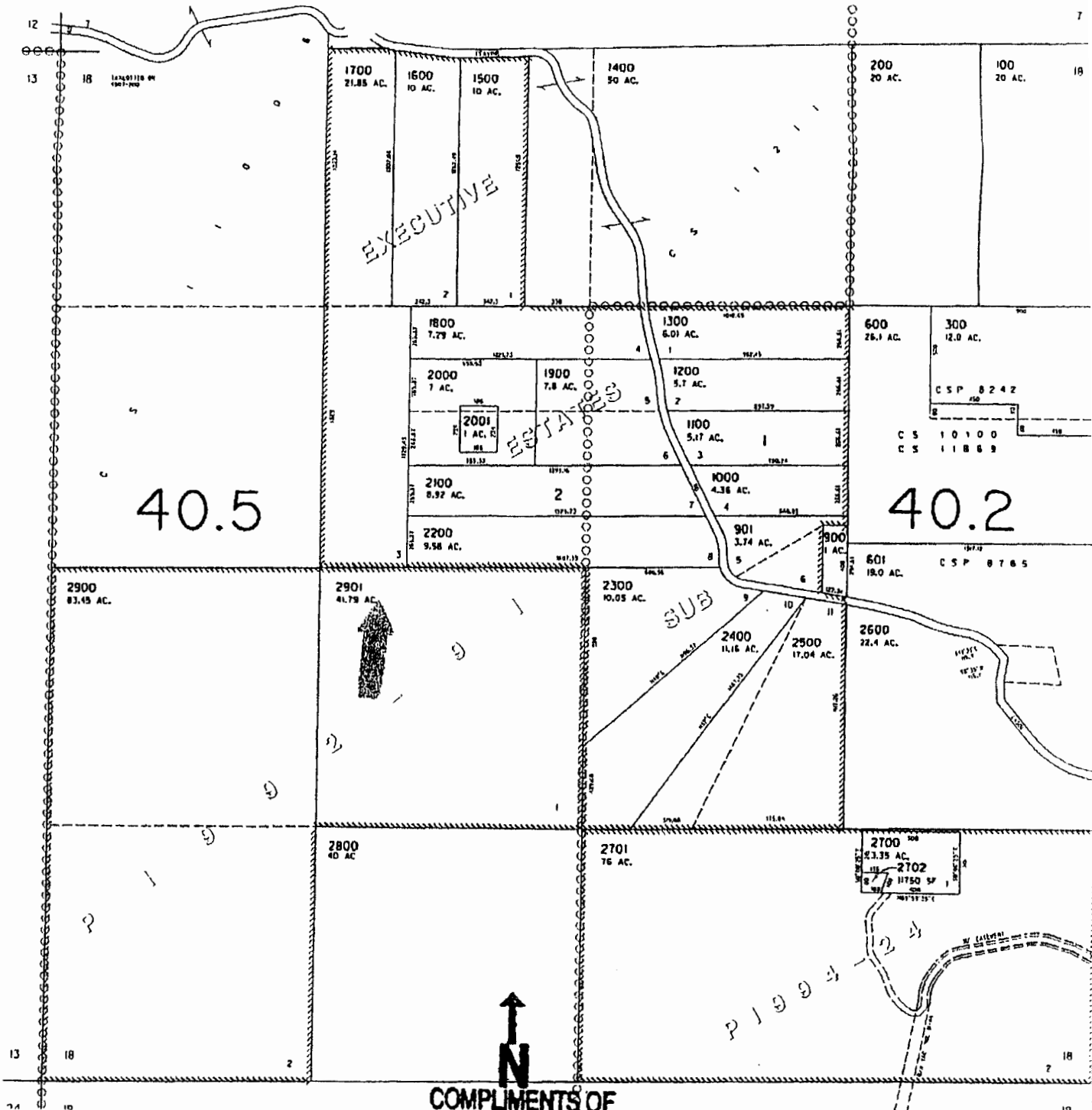
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R-88104

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

SECTION 18 T4S R5W W.M.
YAMHILL COUNTY
1" = 400'

SEE MAP 4 5 07



COMPLIMENTS OF
WESTERN TITLE & ESCROW CO.
THIS MAP IS NOT A SURVEY AND WE
ASSUME NO LIABILITY FOR INACCURACIES

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