

Application for a Permit to Use Ground Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME TERESA HALVERSON		PHONE (HM) 541-912-7890	
PHONE (WK) 541-912-7890	CELL 541-912-7890		FAX
ADDRESS 102 EUCLID AVE			
CITY ALBANY	STATE NY	ZIP 12203	E-MAIL* TK.HALVERSON@ME.COM

Organization Information

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

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

AGENT / BUSINESS NAME GWENDOLYN KEPHART, WEST COAST FAMILY FARMS, LCC		PHONE 541-912-2647		FAX
ADDRESS PO BOX 71967			CELL 541-912-2647	
CITY SPRINGFIELD	STATE OR	ZIP 97475	E-MAIL* GWEN.KEPHART@GMAIL.COM	

Note: Attach multiple copies as needed

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

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By my signature below I confirm that I understand:

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

SALEM, OR



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

Applicant Signature

Applicant Signature

Teresa Halverson
Print Name and title if applicable
Gwendolyn Kephart
Print Name and title if applicable

09/13/2016
Date
09/13/2016
Date

For Department Use		
App. No. <u>G-18386</u>	Permit No. _____	Date _____

SECTION 2: PROPERTY OWNERSHIP

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

☒ Yes

☐ There are no encumbrances.

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

☐ No

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

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

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

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

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

May 09, 1963 Reception No. 9927

Arthur and Gene Minium

Ingress and egress for water rights

RT 2 Box 154

Springfield, OR 97477

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

SECTION 3: WELL DEVELOPMENT

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
84361	Source: Unnamed Creek, Tributary to: McKenzie River	150'	10'

Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) **RECEIVED BY OWRD**
attached well log or other materials (*attach additional sheets if necessary*).

03/18/12

SECTION 3: WELL DEVELOPMENT, CONTINUED

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

The table below must be completed for each source to be evaluated or the application will be returned. If this is an existing well, the information may be found on the applicable well log. *(If a well log is available, please submit it in addition to completing the table.)* If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner to obtain the necessary information.

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL- SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
2526	☐	☒	L84361	☐	6"	1' to 34'	40' to 105'	0 to 34'	37' on 2/12/2016	topsoil, brown clay w/boulders, grey sandstone, volcanic cinders, brown sandstone	105'	8.25	13.72
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									

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

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

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

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SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Irrigation	year-round	1.0

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

For irrigation use only:

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

Primary: 0.25 Acres Supplemental: _____ Acres

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

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 0.25

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

SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

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

☒ Pump (give horsepower and type): 10 gpm 1.5 hp

☐ Other means (describe): _____

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

B. Application Method

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

C. Conservation

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

use of drip irrigation, rain collection system

SECTION 6: STORAGE OF GROUND WATER IN A RESERVOIR

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

Reservoir name: _____ Acreage inundated by reservoir: _____

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Use(s): _____

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

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

SECTION 7: USE OF STORED GROUND WATER FROM THE RESERVOIR

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

Annual volume (acre-feet): _____

USE OF STORED GROUND WATER	PERIOD OF USE

SECTION 8: PROJECT SCHEDULE

Date construction will begin: 09/2016

Date construction will be completed: 11/2016

Date beneficial water use will begin: 11/2016

SECTION 9: WITHIN A DISTRICT

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

Irrigation District Name	Address	
City	State	Zip

SECTION 10: REMARKS

Use this space to clarify any information you have provided in the application (*attach additional sheets if necessary*).

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LAND MANAGEMENT DIVISION

Date Received:

RECEIVED SEP 13 2016

LAND USE APPLICATION - ADMINISTRATIVE Land Use Compatibility Statement

PUBLIC WORKS DEPARTMENT 3050 N. DELTA HWY, EUGENE OR 97401 Planning: 682-3577

For Office Use Only:

FILE # 509-PA16-05745 FEE: \$130.00 mw

Applicant (print name): Gwendolyn Kephart

Mailing address: PO Box 71967 Springfield, OR 97475

Phone: (541) 912-2647 Email: gwen.kephart@gmail.com

Applicant Signature: Gwendolyn Kephart

PROPERTY LOCATION

17 01 25 00 00502

Township Range Section Taxlot Subdivision/partition lot/parcel block

Site address

The Land Use Compatibility Statement (LUCS) is the form used when a customer needs a written response from the Planning Program, including State permit sign-offs. It is intended to assist customers who have a question that can not be answered in 10 minutes by the Planner at the front desk.

In the space below, write the question/request you have for the Planner. Attach additional pages if necessary.

Water Rights Lucs

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SEP 16 2016 Version 1/2013

SALEM, OR

G-10786



LANE COUNTY PUBLIC WORKS

Property Owner Authorization Form

LAND MANAGEMENT DIVISION 3050 N. DELTA HWY, EUGENE OR 97408

I hereby affirm that I am the owner of the property located at:

Property Address/Location: Deerhorn Road

City: Springfield State: OR Zip Code: 97478

Tax Map and Parcel Number: 17 - 01 - 25 - 00 - 00502

By signing below, I authorize the individual identified in the following section to act as my authorized agent with regard to any and all application(s) made to Lane County Land Management Division for the activities described. The individual identified below shall remain in this capacity with regard to any applications and subsequently issued permits related to these activities indefinitely unless an express written request to terminate this authorization, signed by me, is submitted to Lane County Land Management Division.

Project/Activity for which Application is being made: water rights & land use forms

Signature of Owner: [Signature] Date: 09/13/2016

Printed Owner Name: Teresa Halverson

Printed Name of Permit Applicant/
Owner's Authorized Agent: Gwendolyn Kephart, West Coast Family Farms, LLC

Address: PO Box 71967

City: Springfield State: OR Zip Code: 97475

Telephone Number: 541-912-2647

Signature of Applicant/Agent: [Signature] Date: 09/13/2016

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Once completed, please return this form to Lane County Land Management Division,

LANE CO. POAF Rev. 01-15-08 BDC

LAND MANAGEMENT DIVISION / PUBLIC WORKS DEPARTMENT / 3050 N. DELTA HWY / EUGENE, OR 97408 / FAX 541/541-6461
BUILDING (541) 682-4651 / PLANNING (541) 682-3577 / COMPLIANCE (541) 682-3724 / ON-SITE SEWAGE (541) 682-3754

640786

SEP 16 2016

SALEM, OR

Land Use Information Form



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

NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply:
 - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b) The application involves a change in place of use only;
 - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
 - d) The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

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SALEM, OR

G-18386

Revised 2/8/2010

Land Use Information Form



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

Applicant: Gwendolyn Kephart
First Last

Mailing Address: West Coast Family Farms, LLC PO Box 71967

Springfield OR 97475 Daytime Phone: 541-912-2647
City State Zip

A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
17	01	25	00	00502	F2	☐ Diverted	☐ Conveyed	☒ Used	irrigation
						☐ Diverted	☐ Conveyed	☐ Used	
						☐ Diverted	☐ Conveyed	☐ Used	
						☐ Diverted	☐ Conveyed	☐ Used	

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

Lane County

B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 1.0 acre-feet per year ☐ cubic feet per second ☐ gallons per minute ☒ acre-feet

Intended use of water: ☒ Irrigation ☐ Commercial ☐ Industrial ☐ Domestic for _____ household(s)
☐ Municipal ☐ Quasi-Municipal ☐ Instream ☐ Other _____

Briefly describe:

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

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See bottom of Page 3. →

SALEM, OR

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): LC 16.211(2)(b); LC 16.420
(proposed we also authorized under PA6-05725)
- ☐ 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: MONICA WITZIG Title: PLANNER
 Signature: [Signature] Phone: 541-682-8904 Date: 09.13.2006
 Government Entity: LANE 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.

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 SEP 16 2006

Receipt for Request for Land Use Information

SALEM, OR

Applicant name: Gwendolyn KEPHART
 City or County: LANE COUNTY Staff contact: MONICA WITZIG
 Signature: [Signature] Phone: 541-682-8904 Date: 09.13.2006

G18306



Marijuana Producer Exempt Water Form



This document is intended to fulfill the requirements in OAR 845-025-1030(4)(g)(D) and to serve as proof that the source of water described on this form intended for use in the cultivation of marijuana for commercial purposes is a source that does not require a water use permit or certificate from the Oregon Water Resources Department (OWRD). This determination is based in part upon the information provided by the producer. OWRD staff may need to conduct a site visit to determine if the proposed water source is exempt. Incorrect or falsified information from a producer or a producer's representative shall invalidate this proof.

OWRD makes no assurances about the sufficiency of the water source described on this form to meet the cultivation needs of the producer. Producers must ensure that they have a sufficient source of water to serve all of their operation's needs.

This form does not constitute evidence that the producer is in compliance with Oregon's water laws nor provide any assurance that other sources of water as may be used by the producer in the cultivation or processing of marijuana do not require a water right.

Information to be Provided by Producer:

Name of Business: West Coast Family Farms, LLC Name of Representative: Gwendolyn Kephart

Contact Telephone Number: 541-912-2647 E-mail: gwen.kephart@gmail.com

Premises Address: Deerhorn Road Springfield, OR 97478

Township: 17 Range: 01 Section: 25 Quarter-Quarter: 00 Tax Lot: 00502

Legal Landowner: Teresa Halverson

How will water needs be met? Describe water source(s) and delivery system:

Collection and use of rainwater

Spring ☐ If available, include previous letter from the Watermaster verifying the spring is an exempt source of water. Note that changing circumstances can lead a spring to be deemed non-exempt in the future.

Name of Spring and GPS Coordinates, if known: _____

Estimated Annual Volume of Water Required from this Source: _____

Rainwater Harvesting ☒ Water may only be collected from an impervious surface, such as a roof.

Describe method for storing rainwater collected (tanks, reservoir, etc.): tank

Estimated Annual Volume Required from this Source: 15,000 gallons

Other ☐ _____

Estimated Annual Volume Required from this Source: _____

I hereby certify the information provided above is true. I understand that incorrect information will invalidate this proof.

Name of Business Representative: Gwendolyn Kephart

Signature: _____ Date: _____

FOR OWRD USE ONLY – DO NOT WRITE BELOW THIS LINE

The information provided below is based on information provided by the producer or producer's representative. If you have additional information, contact the staff below for further review and consideration as this is not a Final Order. This proof expires one year after the date below.

The producer's reported source of water does not require a water right permit or certificate:

Exempt Spring ☐ Location: _____

Rainwater Harvesting ☐ No storage right necessary ☐ Storage Method: _____

Other ☐ _____

Watermaster or Authorized OWRD Staff Signature: _____ Date: _____

Printed Name: _____ Phone #: _____

Email: _____ ☐ Check if Additional Pages Attached. Number of pages of attachments _____

Notes: _____

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After Recording Return to
First American Title
2892 Crescent Ave.
Eugene, Oregon 97408



After recording return to:
Adam F. Halverson and Teresa K.
Halverson
Deerhorn Road 102 Euclid Ave
Springfield, OR 97478 Albany, NY
12203

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

Adam F. Halverson and Teresa K.
Halverson
Deerhorn Road 102 Euclid Ave
Springfield, OR 97478 Albany, NY
12203

File No.: 7191-2606551 (SW)
Date: February 26, 2016

THIS SPACE RESERVED FOR RECORDER'S USE

Lane County Clerk
Lane County Deeds & Records
2016-040048
08/18/2016 11:39:48 AM
RPR-DEED Cnt=1 SIn=4 CASHIER 01 2pages \$52.00
\$10.00 \$11.00 \$10.00 \$21.00

STATUTORY WARRANTY DEED

Stanley S. Stewart ~~and Catherine C. Stewart~~, Trustees of the Catherine C. & Stanley S. Stewart Trust dated October 4, 2002, Grantor, conveys and warrants to Adam F. Halverson and Teresa K. Halverson, husband and wife, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Lane, State of Oregon, described as follows:

A PARCEL OF LAND BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 24 AND IN THE NORTHWEST ONE-QUARTER OF SECTION 25, BOTH IN TOWNSHIP 17 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, AND IS BASED ON THAT FINAL PARCEL LINE ADJUSTMENT SURVEY AND MAP FOR JEFFRY C. DEHNE DATED JANUARY 21, 2005, BY CHARLES W. GUILLE & ASSOCIATES, CO., DESCRIBED AS FOLLOWS: BEGINNING AT THE BRASS CAP MONUMENT MARKING THE CORNER TO SECTION 23, 24, 25 AND 26, TOWNSHIP 17 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE LINE BETWEEN SECTIONS 25 AND 26, SOUTH 0° 10' 00" EAST 55.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE, SOUTH 0° 10' 00" EAST 420.69 FEET TO A POINT BEING REFERENCED BY A 5/8 INCH IRON ROD BEARING SOUTH 89° 49' 25" WEST 0.17 FEET; THENCE LEAVING THE SAID SECTION LINE, NORTH 89° 49' 25" EAST 578.20 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 14° 23' 06" EAST 23.46 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG THE ARC OF A 290.00 FOOT NON-TANGENT RADIUS CURVE LEFT (THE CHORD OF WHICH BEARS NORTH 18° 05' 40" WEST 311.45 FEET) A DISTANCE OF 328.77 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 50° 26' 31" WEST 156.61 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG THE ARC OF A 75.00 FOOT NON-TANGENT RADIUS CURVE RIGHT (THE CHORD OF WHICH BEARS NORTH 6° 51' 42" WEST 103.40 FEET) A DISTANCE OF 114.08 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH 36° 37' 49" EAST 225.78 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG THE ARC OF A 52.00 FOOT NON-TANGENT RADIUS CURVE LEFT (THE CHORD OF WHICH BEARS NORTH 2° 53' 48" EAST 57.71 FEET) A DISTANCE OF 61.18 FEET TO A 5/8 INCH IRON ROD BEING ON THE SOUTHERLY RIGHT OF WAY OF THE DEERHORN COUNTY ROAD NO. 404; THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING, SOUTH 59° 14' 00" WEST 67.72 FEET; THENCE ALONG THE ARC OF A 520.96 FOOT RADIUS CURVE LEFT (THE CHORD OF WHICH BEARS SOUTH 52° 11' 00" WEST 127.88 FEET) A DISTANCE OF 128.20 FEET; THENCE SOUTH 45° 08' 00" WEST 178.89 FEET; THENCE ALONG THE ARC OF A 358.17 FOOT RADIUS CURVE RIGHT (THE CHORD OF WHICH BEARS SOUTH 62° 29' 30" WEST 213.72 FEET) A DISTANCE OF 217.02 FEET; THENCE SOUTH 79° 52' 08" WEST 17.78 FEET TO THE TRUE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

NOTE: This Legal Description was created prior to January 01, 2008.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
- The true consideration for this conveyance is \$220,000.00. (Here comply with requirements of

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SEP 16 2016

SALEM, OR

G-18706

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

Dated this 17 day of Aug, 2014.

Stanley S. Stewart, Trustee of the Catherine C. & Stanley S. Stewart Trust dated October 4, 2002.

Stanley S. Stewart
Stanley S. Stewart, Trustee

STATE OF Oregon)
)ss.
County of Lane)

This instrument was acknowledged before me on this 17 day of Aug, 2011
By Stanley S. Stewart, Trustee of the **Catherine C. & Stanley S. Stewart Trust.**

Notary Public for Oregon
My commission expires:



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SEP 16 2016

SALEM, OR

After Recording Return to
First American Title
2892 Crescent Ave.
Eugene, Oregon 97408

7191-2606551

RECORDING COVER SHEET (Please print or type)
This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument.

After recording return to:
Northwest FCS - Country Home Department
Attn: Tiffany Carlquist
1700 South Assembly
PO Box 2515
Spokane, WA 99220-2515

1. Title(s) of the transaction(s)
Deed of Trust

2. Direct Party / Grantor(s)
Teresa K Halverson
Adam F Halverson
102 Euclid Ave
Albany, NY 12203

3. Indirect Party / Grantee(s)
Northwest Farm Credit Services, FLCA

4. True and actual consideration:
\$ 176,000.00

5. Previously recorded document reference: _____

6. If this instrument is being re-recorded complete the following statement:

"Rerecorded at the request of _____
to correct _____
previously recorded in book _____ and page _____, or as fee number _____."

Lane County Clerk
Lane County Deeds & Records

2016-040049

08/18/2016 11:39:48 AM

RPR-DTR Cnt=1 Sin=4 CASHIER 01 13pages
\$65.00 \$11.00 \$10.00 \$21.00

\$107.00

This space reserved for use by
Recording Office

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After Recording Return to:
Northwest FCS – Country Home Department
Attn: Tiffany Carlquist
1700 South Assembly
PO Box 2515
Spokane, WA 99220-2515

Primary Customer Name/Note No.
Halverson, Teresa/NW1603010080-6229761

DEED OF TRUST

On 08/16/2016, Teresa K Halverson and Adam F Halverson, wife and husband, hereinafter called Grantors, whose address is

102 Euclid Ave
Albany, NY 12203

grant, convey, warrant, transfer and assign to Brad L. Williams, Attorney at Law, hereinafter called Trustee, whose address is 12410 E. Mirabeau Parkway, Suite 100, Spokane Valley, WA 99216, in trust with power of sale for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized under the Farm Credit Act of 1971, as amended, hereinafter called Beneficiary, whose address is 1700 South Assembly Street, P.O. Box 2515, Spokane, Washington 99220-2515, property in Lane County(ies), State of OR, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land"),

and including all buildings, structures, wells and other improvements now or hereafter located on the Land, including, but not limited to the fixtures (as described below), and all other equipment, machinery, appliances, goods and other articles attached to such buildings and other improvements; all fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements now or hereafter located on, attached to, installed in or used in connection with the Land; all personal property, appliances, equipment and goods now or hereafter owned or possessed by Grantors located upon, in, or about or used in connection with the Land or improvements; all rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, leases, rents, issues, tenements, hereditaments, and appurtenances now owned or hereafter acquired by Grantors and used in connection with the Land and the improvements or as a means of access to either or both, (including without limitation all rights over the property of third persons which are related thereto, private roads, water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, ditches and conduits and rights of way therefor, all plumbing, lighting, heating, cooling, ventilating, elevating and irrigating apparatus, now or hereafter belonging to or used in connection therewith), all of which is hereinafter called the "Property."

The following described Note(s), Membership Agreements, loan agreement, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments thereto

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are collectively called the "Loan Documents." "Advances" shall include any amounts provided under the terms of the Loan Documents and any amounts expended by Beneficiary to protect the Property or enforce its rights under the Loan Documents. This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any Loan Documents, except those Loan Documents that expressly state they are not secured by the Property described herein, and payment of the indebtedness under the terms of the Note(s) made to the order of Beneficiary, with interest and charges as provided therein and in the Loan Documents, and any extensions, modifications or renewals thereof:

DATE OF NOTE	PRINCIPAL AMOUNT	FINAL INSTALLMENT DATE
08/16/2016	\$176,000.00	09/01/2026

In addition, this Deed of Trust is intended to secure future loans and advances made by Beneficiary, no matter how evidenced. The continuing validity and priority of this Deed of Trust for future loans and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Beneficiary nor commitment from Beneficiary to make future loans exist.

The terms of the Note(s) and Loan Documents, described above, provide that the interest rate, payment terms or amounts due may be indexed, adjusted, renewed or renegotiated.

Information about the adjustable rate is contained in Exhibit C attached hereto.

The Property does not exceed 40 acres in area.

Grantors and each of them REPRESENT, WARRANT, COVENANT and AGREE:

1. That they have title to the Property free from encumbrances, except as otherwise previously disclosed, they have good right and lawful authority to convey and encumber the same; they will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever; and they agree this covenant shall not be extinguished by foreclosure or other transfers. Grantors authorize Beneficiary to file a financing statement and any continuations thereof, describing any personal property or fixtures described herein, without further signature by Grantor.
2. That this Deed of Trust also constitutes a Security Agreement granting Beneficiary a security interest in any and all personal property described above.
3. To keep all buildings and other improvements, now or hereafter existing, in good repair; not to remove or demolish or permit the removal or demolition of any building or other improvement; to restore promptly in a good and workmanlike manner, any building or improvement, which may be damaged or destroyed; to maintain and cultivate the Property in a good and husbandlike manner; not to change or permit change in the use of the Property; and not to do anything which would reduce the value of the Property; and Beneficiary shall have the right to enter upon the Property to make full inspection of the Property.
4. To maintain casualty insurance, naming Beneficiary as loss payee, on all buildings and improvements, against loss or damage by fire or other risks; to maintain liability insurance; to obtain flood insurance at any time it is determined that any building or improvement is located, in whole or in part, within a special flood hazard area; to pay all premiums and charges on all such insurance when due; and to provide Beneficiary satisfactory evidence of such insurance upon request. All such insurance shall be in such form(s), with such company(ies) and in such amount(s) as shall be satisfactory to Beneficiary.

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5. To pay all debts and money, secured hereby, when due; to pay, when due, all taxes, assessments, rents and other charges upon the Property and to suffer no other encumbrance, charge or lien on the Property, which would be superior to this Deed of Trust, except as stated above.
6. To specifically assign and deliver to Beneficiary all rents, royalties, damages and payments of every kind, including without limitation insurance reimbursements and condemnation awards, at any time accruing, for any transfer, loss or seizure of the Property, any portion thereof or any rights therein; Beneficiary may, at its option, apply such amounts in any proportion to any of the indebtedness hereby secured; and application or release of such amounts shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and its use, including without limitation all environmental laws; not to use or permit the use of the Property for any unlawful or objectionable purpose or for any purpose that poses an unreasonable risk of harm, or that impairs or may impair the value of the Property, or any part thereof; not to apply residue from waste water treatment facilities to the Property without prior written notice to Beneficiary; to remedy any environmental contamination or violation of environmental laws that may occur or be discovered in the future; to allow Beneficiary access to the Property to inspect its condition and to test and monitor for compliance with applicable laws (any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Grantors or to any other person); to forward copies of any notices received from any environmental agencies to Beneficiary; to provide Beneficiary copies of any independent test or inspection reports on the environmental status of the Property; and to indemnify and hold Beneficiary, its directors, employees, agents and its successors and assigns, harmless from and against any environmental claims of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, attorney's fees.
8. That neither Grantors nor, to the best of Grantors' knowledge, any prior owner has created or permitted conditions on the Property, which may give rise to environmental liability; no enforcement actions are pending or threatened; no underground tanks are located on the Property except as already disclosed; any such underground tanks currently or previously located on the Property do not now and never have leaked and no contaminated soil is located on the Property; and Grantor's representations, warranties, covenants and indemnities herein and in the Loan Documents shall survive satisfaction of the Note(s) and Loan Documents, foreclosure of this Deed of Trust, acceptance of a deed in lieu of foreclosure or any transfer or abandonment of the Property.
9. To perform all terms and conditions of each water or other contract, described above, if any, and to promptly pay all sums due or to become due under each contract so that no delinquency or default will occur under such contract(s); not to apply or enter into any federal, state or local program which limits or restricts the use of the Property, in any way without prior written consent of Beneficiary; to perform all acts necessary to perfect and maintain any water permit, certificate, license or other water interest, however designated, described in or used in conjunction with the real property described above; any assignment of any such interest during the term of this Deed of Trust, naming Beneficiary as an assignee shall be for security purposes and shall not alter Grantors' obligations hereunder; and any failure of Grantors to perform any such obligation shall constitute an event of default.
10. That the term "Grazing Rights," as hereinafter used refers to that portion of the Property, if any, consisting of grazing leases, permits, licenses, privileges, and preferences, or any of them, which have or will be assigned, conveyed or waived to Trustee or Beneficiary, together with any additions, renewals, replacements or substitutions thereof; if any portion of the Grazing Rights is a leasehold interest in state lands, such leasehold shall be considered to be real property; such leasehold and all other real property portions of the Property

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constitute a single operating unit; and in the event of foreclosure, Beneficiary shall have the right to have such leasehold and the other real property sold as a unit and not in parcels; any statements and representations in any applications for Grazing Rights are true and correct; Grantors have received no notice that the Grazing Rights have or are to be terminated, cancelled or modified; and any termination or cancellation of any of the Grazing Rights shall constitute an event of default under this Deed of Trust.

11. To execute any instrument deemed necessary by the Beneficiary to assign, convey or waive such Grazing Rights to the Trustee; to pay all fees and charges, and to perform all acts and things necessary to preserve and keep in good standing the Grazing Rights; to take no action which would adversely affect the Grazing Rights; to procure renewals of the Grazing Rights upon or prior to their expiration date; to operate the lands covered by the Grazing Rights in conjunction with the other real estate portion of the Property and not to convey or attempt to convey either separately; to forward to Beneficiary copies of any notices received by Grantors regarding the Grazing Rights; and in the event of foreclosure of this Deed of Trust, to waive all claims for preference in the Grazing Rights upon demand from the purchaser of the Property at Trustee's or foreclosure sale, or from any successor to such purchaser.
12. That if the Property is within an irrigation block and/or subject to water service contract(s) governed by the provisions of "Federal reclamation law," and the regulations issued thereunder, Grantors shall comply with the terms and provisions of said laws, regulations and contracts; Grantors, and each of them, for themselves, their heirs, successors and assigns, hereby appoint Beneficiary their attorney-in-fact to select and designate the portion of the property to be subject to a recordable contract, in the event Grantors become subject to the excess land limitation; if Grantors fail to comply with the terms of said law, regulations or contracts, or if the delivery of water for the irrigation of the Property is discontinued in whole or in part, Grantors shall be in default; in the event the Bureau of Reclamation determines that continued drainage maintenance on the Property is no longer feasible, and Grantors purchase other lands offered as a preference purchase right (as an adjustment for wetlands), Grantors shall execute a supplemental deed of trust on such lands in favor of the Beneficiary; and failure to execute such deed of trust on demand, shall constitute an event of default.
13. That in the event of default in any of the covenants or agreements herein, or in any of the Loan Documents, Beneficiary may, at its option, perform the same, in whole or in part; any advances, attorney fees or costs, paid or incurred by Beneficiary to protect or enforce its rights under the Loan Documents, in bankruptcy, appellate proceedings or otherwise, shall be payable on demand and shall become a part of the obligation secured by this Deed of Trust.
14. That the indebtedness and obligations secured by this Deed of Trust are personal to the Grantors and are not assignable by Grantors; Beneficiary relied upon the credit of Grantors, the interest of Grantors in the Property and the financial market conditions then existing when making this loan; if Grantors sell, transfer or convey or contract to sell, transfer or convey the Property, or any portion thereof, or if the ownership of any corporation or partnership, owning all or any portion of the Property shall be changed either by voluntary or involuntary sale or transfer or by operation of law, without prior written consent of Beneficiary, or if Grantors default in the payment of the indebtedness, or with respect to any warranty, covenant or agreement in the Loan Documents or if a receiver or trustee for any part of the Property is appointed, or if any proceedings under the bankruptcy or insolvency laws is commenced by or against Grantors, or if Grantors become insolvent, or if any action is commenced to foreclose or enforce a lien on any portion of the Property, then, Grantors shall be in default hereunder.
15. That time is of the essence and in the event of default, at Beneficiary's option, the entire indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate set forth in the Loan Documents for delinquent payments; Beneficiary shall have the right to foreclose the lien of this Deed of Trust or to direct Trustee, in writing, to foreclose this Deed of Trust by notice and sale, to have a receiver appointed in any court

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proceeding, to collect any rents, issues and profits from the Property and to deliver them to Beneficiary to be applied as provided above and to exercise any rights and remedies available under the Uniform Commercial Code for the state in which the property is located; and reasonable notice if required by such Code shall be five (5) days.

16. That Beneficiary may from time to time, in writing and without further notice or consent, release any person from liability for payment of any of the indebtedness or extend the time or otherwise alter the terms of payment of any of the indebtedness; and Trustee may, with written consent of Beneficiary, at any time and from time to time, and without affecting the liability of any person:
 - a. Join in any subordination or other agreement affecting this Deed of Trust or lien or charge thereof.
 - b. Reconvey, without warranty, any or all of the Property.
17. That after all sums secured hereby have been paid, upon receipt of the Deed of Trust and note and payment of its fees, Trustee shall reconvey without warranty the Property, as provided by law. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."
18. That, in the event of foreclosure of this Deed of Trust by notice and sale, the power of sale shall be exercised by the Trustee according to and under the authority of the law pertaining to deeds of trust then in effect in the state in which the Property is situated; Trustee shall deliver to purchaser its deed, without warranty, containing recitals demonstrating compliance with the requirements of such law.
19. To surrender possession of such premises within the time period provided by law; in the event Beneficiary is purchaser of the Property and possession is not delivered, as provided by law, to pay Beneficiary the costs and the expenses, including reasonable attorney fees, incurred in any suit or action by Beneficiary to obtain possession of the premises.
20. That Trustee accepts this trust when this deed, duly executed and acknowledged is recorded as provided by law; any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of the Trustee named herein; Trustee is not obligated to notify any party hereto of the pending sale under any other deed of trust or any action or proceeding in which Grantors, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by Trustee.
21. That as used herein, the term "Deed of Trust" shall be synonymous with the terms "trust indenture" and "trust deed"; the term "Grantors" shall be synonymous with the term "Trustors" as used in any of the laws of the state in which the Property is situated; the term "Beneficiary" shall mean the holder and owner of any Note secured hereby, or if any Note(s) has been pledged, the pledgee thereof.
22. That the failure of Beneficiary to exercise any right or option provided herein, at any time shall not preclude Beneficiary from exercising any of such rights at any other time; the covenants and agreements contained herein shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns; all rights conferred on Beneficiary or on Trustee are cumulative and additional to any rights conferred by law; and if any provision is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and the Deed of Trust shall be construed as though such provision had been omitted.
23. That Grantors and each of them join in this instrument for the purpose of subjecting each of their right, title and interest, if any, in the Property, whether of record or otherwise and including any right to possession, to the lien of this Deed of Trust. All Exhibits hereto, if applicable, are incorporated herein and made a part of this Deed of Trust. This Deed of Trust may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

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24. At origination or at any time during the term of the loan, Borrower (as defined in the Loan Documents) or any other vested party (collectively "Escrow Obligor") shall pay to Beneficiary on the day installment payments are due under the Note(s), until the Note(s) is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Deed of Trust as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Beneficiary under this Deed of Trust. These items are called "Escrow Items". At origination or at any time during the term of the loan, Beneficiary may require that community association dues, fees, and assessments, if any, be escrowed by Escrow Obligor, and such dues, fees and assessments shall be an Escrow Item. Escrow Obligor shall promptly furnish to Beneficiary all notices of amounts to be paid under this section. Escrow Obligor shall pay Beneficiary the Funds for Escrow Items unless Beneficiary waives Escrow Obligor's obligation to pay the Funds for any or all Escrow Items. Beneficiary may waive Escrow Obligor's obligation to pay to Beneficiary Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Escrow Obligor shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Beneficiary and, if Beneficiary requires, shall furnish to Beneficiary receipts evidencing such payment within such time period as Beneficiary may require. Escrow Obligor's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Deed of Trust. If Escrow Obligor is obligated to pay Escrow Items directly, pursuant to a waiver, and Escrow Obligor fails to pay the amount due for an Escrow Item, Beneficiary may exercise its rights under the Covenants section and pay such amount and Borrower shall then be obligated under this Deed of Trust to repay to Beneficiary any such amount. Beneficiary may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with this Deed of Trust and, upon such revocation, Escrow Obligor shall pay to Beneficiary all Funds, and in such amounts, that are then required under this section.

Beneficiary may, at any time, collect and hold Funds in an amount (a) sufficient to permit Beneficiary to apply the Funds at the time specified under Real Estate Settlement Procedures Act ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Beneficiary shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

Funds shall be held in a special account set up by Beneficiary. The Funds in the special account are not insured by any federal financial regulator or agency. Funds are protected only by the financial condition of Beneficiary. Interest will accrue on the special account balance at such rates as are required by applicable state or federal law. Beneficiary shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Beneficiary shall not charge Escrow Obligor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Beneficiary pays Escrow Obligor interest on the Funds and applicable law permits Beneficiary to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Beneficiary shall not be required to pay Escrow Obligor any interest or earnings on the Funds. Escrow Obligor and Beneficiary can agree in writing, however, that interest shall be paid on the Funds. Beneficiary shall give to Escrow Obligor, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Beneficiary shall account to Escrow Obligor for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Beneficiary shall notify Escrow Obligor as required by RESPA, and Escrow Obligor shall pay to Beneficiary the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Beneficiary shall notify Escrow Obligor as required by RESPA, and Escrow Obligor shall pay to Beneficiary the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

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Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall promptly refund to Escrow Obligor any Funds held by Beneficiary.

25. Trustee shall reconvey the Property, without warrant, to the person or persons legally entitled to it upon (a) written request of Beneficiary stating that all indebtedness has been paid and fully performed, which shall be in substantially the form of Exhibit B attached hereto and incorporated herein, (b) surrender by Beneficiary of this Deed of Trust, and (c) payment by Grantor of Trustee's fees and the costs and expenses of executing and recording any requested reconveyance. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto."

The following disclosure is made by Beneficiary and Trustee to Grantor pursuant to ORS 746.201:

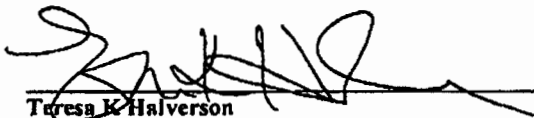
WARNING

Unless you provide us with evidence of the insurance coverage as required by this Deed of Trust and the other Loan Documents, Beneficiary or Trustee may purchase insurance at your expense to protect its interest. This insurance may, but may not also protect your interest. If the collateral becomes damaged, the coverage Beneficiary or Trustee purchases may not pay any claim you make or any claim made against you. You may later request that Beneficiary cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by Beneficiary or Trustee. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage Beneficiary or Trustee purchases may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.


Teresa K. Halverson


Adam F. Halverson

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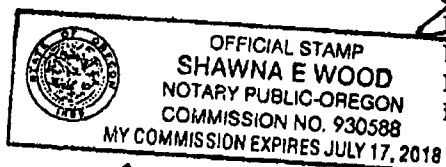
G-107816

STATE OF OR

County of Lane

)ss.

On this 16 day of Aug, 2012, before me personally appeared Teresa K Halverson, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



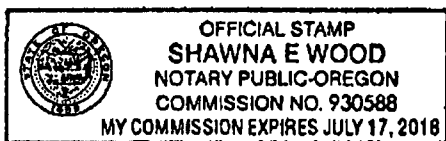
Shawna E Wood
Printed name Shawna E Wood
Notary Public for the State of Oregon
Residing at Lane Co
My commission expires 7/17/18

STATE OF OR

County of Lane

)ss.

On this 16 day of Aug, 2012, before me personally appeared Adam F Halverson, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Shawna E Wood
Printed name Shawna E Wood
Notary Public for the State of Oregon
Residing at Lane Co
My commission expires 7/17/18

Loan Origination Company's Name
Loan Origination Company NMLS

Northwest Farm Credit Services, FLCA
543727

Loan Originator's Name
Loan Originator NMLS

Kati Hansen
573296

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Exhibit B

EXAMPLE
REQUEST FOR FULL RECONVEYANCE

**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES
OF FURTHER AND/OR ADDITIONAL ADVANCES
MUST BE PRESENTED WITH THIS REQUEST**

TO THE TRUSTEE: [Insert Name]

The undersigned hereby certifies that it is the legal owner and holder of the Note[s] and all other indebtedness secured by the Deed of Trust dated [date] between [Grantor name], Grantor, [Trustee name], Trustee, and [Beneficiary Name], Beneficiary, recorded [date], as Instrument No. [instrument no.], to secure an indebtedness in the amount of \$[amount], records of [County], [State]. Said indebtedness has been fully paid and satisfied, and you are hereby requested and directed to cancel said Note[s] above-mentioned and all other evidences of indebtedness secured by said Deed of Trust, and to reconvey without warranty all the estate now held by you thereunder.

Dated: [insert date]

[BENEFICIARY NAME]

[BENEFICIARY SIGNATURE BLOCK]

[ACKNOWLEDGEMENT]

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EXHIBIT C

FIXED TO ADJUSTABLE RATE RIDER

(Fixed to Adjustable Rate – Monthly Payments – One Year Cost of Funds Index – Rate Caps)

THIS FIXED to ADJUSTABLE RATE RIDER is made an Exhibit to supplement the Mortgage or Deed of Trust (the "Security Instrument") to which it is attached.

THE NOTE PROVIDES FOR A CHANGE IN THE FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL PROVISIONS. In addition to the covenants and agreements made in the Security Instrument, these additional provisions from the Note are hereby disclosed.

ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.200%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on 09/01/2023, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on Farm Credit Debt Securities adjusted to a constant maturity of one year, as made available by the Federal Farm Credit Banks Funding Corporation. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.750 percentage points (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section (D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.200% or less than 2.750%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by

**DEED OF TRUST
PAGE 11 OF 12**

DOT – Lot Loan – F2Adj Rate – OR – Manual
Primary Customer Name/Note No. Halverson, Teresa/NW1603010080-6229761
E360 02-16

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more than nine percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 14.200% or less than 2.750%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**DEED OF TRUST
PAGE 12 OF 12**

DOT - Lot Loan - F2Adj Rate - OR - Manual
Primary Customer Name/Note No. Halverson, Teresa/NW1603010080-6229761
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G-18-186

Exhibit "A"

Real property in the County of Lane, State of Oregon, described as follows:

A PARCEL OF LAND BEING IN THE SOUTHWEST ONE-QUARTER OF SECTION 24 AND IN THE NORTHWEST ONE-QUARTER OF SECTION 25, BOTH IN TOWNSHIP 17 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, AND IS BASED ON THAT FINAL PARCEL LINE ADJUSTMENT SURVEY AND MAP FOR JEFFRY C. DEHNE DATED JANUARY 21, 2005, BY CHARLES W. GUILÉ & ASSOCIATES, CO., DESCRIBED AS FOLLOWS:

BEGINNING AT THE BRASS CAP MONUMENT MARKING THE CORNER TO SECTION 23, 24, 25 AND 26, TOWNSHIP 17 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN; THENCE ALONG THE LINE BETWEEN SECTIONS 25 AND 26, SOUTH $0^{\circ} 10' 00''$ EAST 55.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE, SOUTH $0^{\circ} 10' 00''$ EAST 420.69 FEET TO A POINT BEING REFERENCED BY A 5/8 INCH IRON ROD BEARING SOUTH $89^{\circ} 49' 25''$ WEST 0.17 FEET; THENCE LEAVING THE SAID SECTION LINE, NORTH $89^{\circ} 49' 25''$ EAST 578.20 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH $14^{\circ} 23' 06''$ EAST 23.46 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG THE ARC OF A 290.00 FOOT NON-TANGENT RADIUS CURVE LEFT (THE CHORD OF WHICH BEARS NORTH $18^{\circ} 05' 30''$ WEST 311.45 FEET) A DISTANCE OF 328.77 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH $50^{\circ} 26' 31''$ WEST 156.61 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG THE ARC OF A 75.00 FOOT NON-TANGENT RADIUS CURVE RIGHT (THE CHORD OF WHICH BEARS NORTH $6^{\circ} 51' 32''$ WEST 103.40 FEET) A DISTANCE OF 114.08 FEET TO A 5/8 INCH IRON ROD; THENCE NORTH $36^{\circ} 37' 39''$ EAST 225.78 FEET TO A 5/8 INCH IRON ROD; THENCE ALONG THE ARC OF A 52.00 FOOT NON-TANGENT RADIUS CURVE LEFT (THE CHORD OF WHICH BEARS NORTH $2^{\circ} 53' 38''$ EAST 57.71 FEET) A DISTANCE OF 61.18 FEET TO A 5/8 INCH IRON ROD BEING ON THE SOUTHERLY RIGHT OF WAY OF THE DEERHORN COUNTY ROAD NO. 404; THENCE ALONG THE SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING, SOUTH $59^{\circ} 14' 00''$ WEST 67.72 FEET; THENCE ALONG THE ARC OF A 520.96 FOOT RADIUS CURVE LEFT (THE CHORD OF WHICH BEARS SOUTH $52^{\circ} 11' 00''$ WEST 127.88 FEET) A DISTANCE OF 128.20 FEET; THENCE SOUTH $45^{\circ} 08' 00''$ WEST 178.89 FEET; THENCE ALONG THE ARC OF A 358.17 FOOT RADIUS CURVE RIGHT (THE CHORD OF WHICH BEARS SOUTH $62^{\circ} 29' 30''$ WEST 213.72 FEET) A DISTANCE OF 217.02 FEET; THENCE SOUTH $79^{\circ} 52' 08''$ WEST 17.78 FEET TO THE TRUE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

NOTE: This Legal Description was created prior to January 01, 2008.

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First American Title

SALEM, OR

G-18786

Date _____

(For staff use only)



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

WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):

- ☐ SECTION 1: _____
- ☐ SECTION 2: _____
- ☐ SECTION 3: _____
- ☐ SECTION 4: _____
- ☐ SECTION 5: _____
- ☐ SECTION 6: _____
- ☐ SECTION 7: _____
- ☐ SECTION 8: _____
- ☐ SECTION 9: _____
- ☐ Land Use Information Form _____
- ☐ Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.
- ☐ Fees _____

MAP

- ☐ Permanent quality and drawn in ink
- ☐ Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
- ☐ North Directional Symbol
- ☐ Township, Range, Section, Quarter/Quarter, Tax Lots
- ☐ Reference corner on map
- ☐ Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west). Each well must be identified by a unique name and/or number.
- ☐ Indicate the area of use by Quarter/Quarter and tax lot clearly identified
- ☐ Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
- ☐ Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)
- ☐ Other _____

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Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.615)

Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

- ☒ SECTION 1: applicant information and signature
- ☒ SECTION 2: property ownership
- ☒ SECTION 3: well development
- ☒ SECTION 4: water use
- ☒ SECTION 5: water management
- ☒ SECTION 6: storage of groundwater in a reservoir
- ☒ SECTION 7: use of stored groundwater from the reservoir
- ☒ SECTION 8: project schedule
- ☒ SECTION 9: within a district
- ☒ SECTION 10: remarks

Attachments:

- ☒ Land Use Information Form with approval and signature (*must be an original*) or signed receipt
- ☒ Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map. Example: A copy of the deed, land sales contract or title insurance policy.
- ☒ Fees - Amount enclosed: \$ 1,900.00
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.

Provide a map and check that each of the following items is included.

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- ☒ Permanent quality and drawn in ink
- ☒ Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
- ☒ North Directional Symbol
- ☒ Township, Range, Section, Quarter/Quarter, Tax Lots
- ☒ Reference corner on map
- ☒ Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west). Each well must be identified by a unique name and/or number.
- ☒ Indicate the area of use by Quarter/Quarter and tax lot clearly identified
- ☒ Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
- ☒ Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)
- ☐ Other _____

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SALEM, OR

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