

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 DANA WESTPHAL		PHONE (HM) (541) 214-4969	
PHONE (WK) (541) 214-4969	CELL (541) 214-4969	FAX	
ADDRESS 86835 RR BAKER RD.			
CITY SPRINGFIELD	STATE OR	ZIP 97478	E-MAIL* WESTPHAL.DANA@GMAIL.COM

Organization Information

N/A

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.

N/A

AGENT / BUSINESS NAME DONALLY HARRISON / FIREHORSE TRADING CO, LLC		PHONE (541) 735-4420	FAX
ADDRESS P.O. BOX 443		CELL (541) 735-4420	
CITY GILCHRIST	STATE OR	ZIP 97737	E-MAIL* DONALLY@FIREHORSETRADING.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.)

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.



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

Dana Westphal
Applicant Signature

DANA WESTPHAL
Print Name and title if applicable

12/16/16
Date

Applicant Signature

Print Name and title if applicable

Date

For Department Use	
App. No. G-18425	Permit No. _____ Date _____

Revised 2/1/2012

Ground Water/3

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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*).

N/A

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
85085	WALLACE CREEK	2500 FT.	- 814 FT.
54783	WALLACE CREEK	2500 FT.	- 814 FT.

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) not documented in the attached well log or other materials (*attach additional sheets if necessary*).

PLEASE SEE ATTACHED WATER SUPPLY WELL REPORTS.
WATER USE IS INTENDED FOR IRRIGATION OF RECREATIONAL MARIJUANA CROPS IN TWO GREENHOUSES.

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SECTION 3: WELL DEVELOPMENT, CONTINUED

Total maximum rate requested: 1.5 GPM (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)
1	☐	☒	85085	☐	6"	1'	1'	20'	80' 6/15/06	WILLAMETTE LOWLAND	165'	21	1.0
2	☐	☒	54783	☐	6"	2'	1'	45'	59.9' 9/6/02	WILLAMETTE LOWLAND	600'	.6	0
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									
	☐	☐		☐									

* 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	DAYTIME 6AM - 6PM	1.0 ACRE-FOOT

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: 1.0 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: 1.0

- 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: _____

N/A

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): 1.0 HP ELECTRIC SUBMERSIBLE, GULFSTREAM 106510

☐ 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 IRRIGATION TO PREVENT WASTE OF WATER.

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. WATER IS TO BE USED TO IRRIGATE MARIJUANA CROPS. A METER WILL BE USED TO MEASURE USAGE, AND PROTECT RESOURCES.

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): _____

N/A

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): _____

N/A

USE OF STORED GROUND WATER	PERIOD OF USE

SECTION 8: PROJECT SCHEDULE

Date construction will begin: EXISTING

Date construction will be completed: EXISTING

Date beneficial water use will begin: UPON APPROVAL OF PERMIT

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.

N/A

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).

— USE OF WATER WILL BE USED TO IRRIGATE RECREATIONAL MARIJUANA CROPS IN TWO GREENHOUSES. (SEE SITE PLAN.)

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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: 88835 RR BAKER RD.

City: SPRINGFIELD State: OR Zip Code: 97478

Tax Map and Parcel Number: 18 - 02 - 12 - 00 - 00201

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: LAND USE INFORMATION
FORM TO APPLY FOR PERMIT TO USE GROUND WATER
FROM OREGON WATER RESOURCES DEPARTMENT.

Signature of Owner: [Signature] Date: 12/16/16

Printed Owner Name: DANA WESTPHAL

Printed Name of Permit Applicant/
Owner's Authorized Agent:

DONALLY HARRISON FOR
FIREHORSE TRADING CO., LLC

Address: P.O. BOX 443

City: GILCHRIST State: OR Zip Code: 97737

Telephone Number: (541) 735-4420

Signature of Applicant/Agent: [Signature] Date: 12/17/2016

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 541/682-3947
BUILDING (541) 682-4651 / PLANNING (541) 682-3577 / COMPLIANCE (541) 682-3724 / ON-SITE SEWAGE (541) 682-3754

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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: FIREHORSE TRADING CO., LLC Name of Representative: DONALDY HARRISON
 Contact Telephone Number: 541-735-4420 E-mail: DONALDY@FIREHORSETRADING.COM
 Premises Address: 86835 RR BAKER RD, SPRINGFIELD, OR 97478
 Township: 18S Range: 02W Section: 12 Quarter-Quarter: SENE Tax Lot: 201
 Legal Landowner: DANA WESTPHAL

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

WE WILL IMPORT WATER VIA WATER DELIVERY TRUCK
UNTIL SUCH TIME A PERMIT TO USE GROUND WATER
IS APPROVED, WATER WILL BE DELIVERED IN 3,500
GALLON TRUCKS, AND STORED IN OUR PLASTIC RESERVOIR
TANKS UNTIL USE.

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.): _____

Estimated Annual Volume Required from this Source: _____

Other ☒ WATER DELIVERY TRUCK (SEE ABOVE)

Estimated Annual Volume Required from this Source: 180,000 GALLONS IN 2017

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

Name of Business Representative: Donaldy Harrison

Signature: Donaldy Harrison Date: 12/26/2016

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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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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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: DANA WESTPHAL
First Last

Mailing Address: 88835 RR BAKER RD.

SPRINGFIELD OR 97478 Daytime Phone: (541) 214-4969
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:
185	02W	12	SE NE	201	F-2	☐ Diverted ☐ Conveyed ☒ Used	AGRICULTURE
						☐ 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:

WATER IS TO BE USED ON PROPERTY 18-02-12-00-00301
LOCATED IN LANE COUNTY, OREGON.

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: 1.5 ☐ 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:

WATER IS TO BE USED FOR STATE-LICENSED MARIJUANA CULTIVATION.

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.

See bottom of Page 3. →

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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): LC 16.21(2)(c) Marijuana production

☐ 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: Lindsay Eichner Title: Senior Planner
 Signature: Lindsay Eichner Phone: 541-682-3998 Date: 12/22/14
 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.

Receipt for Request for Land Use Information

Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

Revised 2/8/2010

Land Use Information Form - Page 3 of 3

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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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LANE 66229

STATE OF OREGON
WATER SUPPLY WELL REPORT
(as required by ORS 537.765)

WELL I.D. # L 85085
START CARD # 186358

Instructions for completing this report are on the last page of this form.

(1) LAND OWNER Well Number 1
Name RICHARD SARRIS
Address PO Box 2225
City JASPER State OR Zip 97438

(2) TYPE OF WORK ☒ New Well
☐ Deepening ☐ Alteration (repair/recondition) ☐ Abandonment ☐ Conversion

(3) DRILL METHOD
☒ Rotary Air ☐ Rotary Mud ☐ Cable ☐ Auger ☐ Cable Mud
☐ Other

(4) PROPOSED USE
☒ Domestic ☐ Community ☐ Industrial ☐ Irrigation
☐ Thermal ☐ Injection ☐ Livestock ☐ Other

(5) BORE HOLE CONSTRUCTION Special Construction: ☐ Yes ☒ No
Depth of Completed Well 165 ft.
Explosives used: ☐ Yes ☒ No Type _____ Amount _____

BORE HOLE			SEAL			
Diameter	From	To	Material	From	To	Sacks or Pounds
10"	0	20'	SCENT	0	20'	10 SACKS
7 1/2"	20	59'				
5 1/2"	59'	165'				

How was seal placed: Method ☐ A ☐ B ☐ C ☐ D ☐ E
☒ Other POURED & TAMPED
Backfill placed from _____ ft. to _____ ft. Material _____
Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 6"	+1	59'	250	☒	☐	☒	☐
Liner: 4"	-5	160'	EL160	☐	☒	☐	☐

Drive Shoe used ☒ Inside ☐ Outside ☐ None
Final location of shoe(s) 59' (5 1/2")

(7) PERFORATIONS/SCREENS
☒ Perforations Method SKILL SAW
☐ Screens Type _____ Material _____

From	To	Slot Size	Number	Diameter	Tele/pipe size	Casing	Liner
65	165	6"	150	1/8"	4"	☐	☒

(8) WELL TESTS: Minimum testing time is 1 hour
☐ Pump ☐ Bailor ☒ Air ☐ Flowing Artesian

Yield gal/min	Drawdown	Drill stem at	Time
21 GPM	8.5'	16.5'	1 HR.

Temperature of water 56° Depth Artesian Flow Found _____
Was a water analysis done? ☐ Yes By whom _____
Did any strata contain water not suitable for intended use? ☐ No ☐ Yes
☐ Salty ☐ Muddy ☐ Odor ☐ Colored ☐ Other _____
Depth of strata: _____

(9) LOCATION OF WELL (legal description)

County LANE
Tax Lot 200 Lot _____
Township 18.5 N or S Range 2W E or W WM
Section 11 SE 1/4 NE 1/4

Lat _____ " or _____ (degrees or decimal)
Long _____ " or _____ (degrees or decimal)

Street Address of Well (or nearest address) 86835 RR Baker RD
SPRINGFIELD, OR. 97478

(10) STATIC WATER LEVEL

80' ft. below land surface. Date 6/15/06
_____ ft. below land surface. Date _____
Artesian pressure _____ lb. per square inch Date _____

(11) WATER BEARING ZONES

Depth at which water was first found 107'

From	To	Estimated Flow Rate	SWL
107'	155'	21 GPM	80'

(12) WELL LOG

Material	From	To	SWL
TOPSOIL	0	13	
CLAY - BROWN / 1600 POUNDS	13	21	
CLAY - GRAY COARSE - HARD	21	63	
GRAVEL WITH WOODS	63	68	
STRAKS (CRUING YARD)	68	87	
CLAY - BROWN - 50.5'	87	165	80'
CLAY - DARK BROWN - 90 FT			
CLAY - GRAY - SOFT W/ SAND			
SS - GRAY - MID TO SOFT			
(Fractured)			

Date Started 6/13/06 Completed 6/15/06

(unbonded) Water Well Constructor Certification

I certify that the work I performed on the construction, deepening, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.

WWC Number _____ Date _____

Signed _____

(bonded) Water Well Constructor Certification

I accept responsibility for the construction, deepening, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.

WWC Number 1723 Date 6/21/06

Signed Justin E. [Signature]

ORIGINAL - WATER RESOURCES DEPARTMENT, SALEM, OREGON

FIRST COPY - CONSTRUCTOR

SECOND COPY - CUSTOMER

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B&B WELL TESTING

P.O Box 21435
Eugene, Oregon 97402
(541) 484 7191

Customer: Address: City:	Rick	Time	GPM	WSL
		11:05	12.0	90'
		11:15	12.0	98
		11:30	12.0	105
		11:45	12.0	107
Well Location:	86835 RR Baker Road	12:00	12.0	108
		12:15	12.0	109
City:	Springfield, Oregon	12:30	12.0	109
Test Started:	6-25-15 11:05 AM	12:45	12.0	109
		1:00	20.0	109
Test Completed:	6-25-15 3:05 PM	1:15	20.0	109
Bacteria Test:	Yes	1:30	12.0	109
Arsenic Test:	Yes	1:45	12.0	109
Nitrate Test:	Yes	2:00	12.0	109
Other:	Home Well Package	2:15	12.0	109
		2:30	11.5	109
Comments:	Well Tag # L86835 Well located west of home.	2:45	11.5	109
		3:00	12.0	109
		3:05	12.0	109
Technician:	Bert	Date: 6-30-15		

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Western Title & Escrow Company
497 Oakway Road, Suite 340
Eugene, OR 97401
Office Phone: **541-485-3588**
Office Fax: **541-485-3597**

August 11, 2015

Dana F. Westphal
86835 R R Baker Road
Springfield, OR 97478

Escrow Number: **103340**
Seller: **The Saries Living Trust, dated June 17, 1994**
Buyer: **Dana F. Westphal**
Property: **86835 R R Baker Road, Springfield, OR 97478**
Lane County, Oregon
OR
Lane County, Oregon

In connection with the above referenced transaction, please find the following enclosures:

1. Policy of Title Insurance
2. Recorded Warranty Deed

Please retain the enclosed documents for your records. If you have questions regarding the above, please contact me at 541-330-1246.

It has been our pleasure to be of service to you. Please remember Western Title & Escrow Company for all your future title and escrow needs.

Sincerely,
Western Title & Escrow Company

Britney Spores
Title Processor
Enclosures

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POLICY NO.: 82306-93974625

OWNER'S POLICY OF TITLE INSURANCE

Issued by
Fidelity National Title Insurance Company

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

COVERED RISKS

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

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

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

Western Title & Escrow Company
Countersigned:

Fidelity National Title Insurance Company

By: 68
Authorized Signatory



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EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance". The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 11 and 12 of these Conditions.
- (b) "Date of Policy". The date designated as "Date of Policy" in Schedule A.
- (c) "Entity". A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured". The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured;
 - (2) if the grantee wholly owns the named Insured;
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity; or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant". An Insured claiming loss or damage.
- (f) "Knowledge" or "Known". Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land". The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- (h) "Mortgage". Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records". Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title". The estate or interest described in Schedule A.
- (k) "Unmarketable Title". Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other

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matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

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

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

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

6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

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

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

additional options:

To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(a) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant:

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

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

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

8. DETERMINATION AND EXTENT OF LIABILITY

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

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

(i) the Amount of Insurance; or

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

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

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

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

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

9. LIMITATION OF LIABILITY

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

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

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

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

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the amount of the payment.

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

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

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

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

14. ARBITRATION

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

15. LIABILITY LIMITED TO THIS POLICY: POLICY ENTIRE CONTRACT

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

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

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

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

16. SEVERABILITY

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

17. CHOICE OF LAW: FORUM

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

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

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

18. NOTICES, WHERE SENT

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

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SCHEDULE A

Policy No.: **103340**

Policy Jacket No: **82306-93974625**

Date of Policy: **July 24, 2015 at 01:26 pm**

Amount of Insurance: **\$419,000.00**

Premium: **\$1,188.00**

1. Name of Insured:

Dana F. Westphal

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Dana F. Westphal

4. The land referred to in this policy is situated in the State of Oregon, County of Lane and is described as follows:

SEE ATTACHED EXHIBIT "A"

SCHEDULE B EXCEPTIONS FROM COVERAGE

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

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. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
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.
6. Note: Tax information for the year 2013-2014
Tax Lot No.: 18 02 12 00 00201
Account No.: 1867173 and 1867181
7. As disclosed by the assessment and tax roll, the premises herein have been specially assessed under the Western Oregon Small Tract Optional Tax. If the land becomes disqualified for this special assessment under the statute, an additional tax plus interest may be levied.
Account No.: 1570074, 1867173 and 1867181

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. 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.: 0567899

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.

9. Private roadway easement as delineated on Lane County tax assessor's map.
10. Terms, provisions and conditions of easement, including but not limited to maintenance provisions as provided for in ORS 105.170 to 105.185, et seq, as contained in instrument
Recorded: November 15, 1967
Document No.: 5128, Lane County Records
11. An easement created by instrument, including the terms and provisions thereof,
Recorded: September 15, 1972
Document No.: 18985, Lane County Records
In favor of: Pacific Power & Light Company
12. An easement created by instrument, including the terms and provisions thereof,
Recorded: August 12, 1980
Document No.: 80-39433, Lane County Records
In favor of: Pacific Power & Light Company
13. An easement created by instrument, including the terms and provisions thereof,
Recorded: August 12, 1980
Document No.: 80-39435, Lane County Records
In favor of: Pacific Power & Light Company
14. Terms, provisions and conditions of easement, including but not limited to maintenance provisions as provided for in ORS 105.170 to 105.185, et seq, as contained in instrument
Recorded: March 10, 1981
Document No.: 81-10406, Lane County Records
15. Terms, provisions and conditions of easement, including but not limited to maintenance provisions as provided for in ORS 105.170 to 105.185, et seq, as contained in instrument
Recorded: March 23, 1981
Document No.: 81-12760, Lane County Records
16. Terms, provisions and conditions of easement, including but not limited to maintenance provisions as provided for in ORS 105.170 to 105.185, et seq, as contained in instrument
Recorded: July 21, 1982
Document No.: 82-21398, Lane County Records

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17. Terms, provisions and conditions of easement, including but not limited to maintenance provisions as provided for in ORS 105.170 to 105.185, et seq, as contained in instrument
Recorded: August 9, 1989
Document No.: 89-35100, Lane County Records
18. Boundary Line Agreement, including the terms and provisions thereof,
Recorded: November 6, 1989
Document No.: 89-50199, Lane County Records
19. Terms, provisions and conditions of easement, including but not limited to maintenance provisions as provided for in ORS 105.170 to 105.185, et seq, as contained in instrument
Recorded: February 25, 1991
Document No.: 91-09330, Lane County Records
20. Declaration of Property Line Adjustment, including the terms and provisions thereof,
Recorded: November 17, 2014
Document No.: 2014-045526, Lane County Records
21. Trust Deed to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount: \$335,200.00
Dated: July 24, 2015
Recorded: July 24, 2015
Document No.: 2015-036931, Lane County Records
Grantor: Dana F. Westphal
Trustee: Wilburn J. Evans
Beneficiary: Mortgage Electronic Registration Systems, Inc., as nominee for FirstBank
MIN: 100955310000566717

Exhibit "A"

Beginning at a point on the North line of Section 12, Township 18 South, Range 02 West, Willamette Meridian. that is 1111 feet West of the North 1/4 corner of said Section, thence Southwesterly to a 5/8" iron rod as shown in C.S. 29179 marking the Northeast corner of that certain Boundary Line Agreement recorded on Reel 1601, Reception No. 89-50199, Lane County Deed Records, thence North 89° 55' 48" West along the North line and the extension thereof of said Boundary Line Agreement a distance of 1324.12 feet to a 5/8" iron rod on the West line of said Section 12, thence North 1326.47' feet to a brass cap at the Northwest corner of said Section 12, thence East along the North line of said Section 12 to the Point of Beginning, all in Lane County, Oregon.

SEND TAX STATEMENTS AND RETURN TO:

DANA WESTPHAL
86835 RR BAKER RD
SPRINGFIELD, OR 97478

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Dana Westphal, hereinafter called grantor, for the consideration hereinafter stated, does hereby convey and warrant to the Dana Westphal Revocable Trust, hereinafter called grantee, the following described real property free of encumbrances except as specifically set forth herein:

Beginning at a point on the North line of Section 12, Township 18 South, Range 02 West, Willamette Meridian, that is 1111 feet West of the North 1/4 corner of said Section, thence Southwesterly to a 5/8" iron rod as shown in C.S. 29179 marking the Northeast corner of that certain Boundary Line Agreement recorded in Reel 1601, Reception No. 89-50199, Lane County Deed Records, thence North 89° 55' 48" West along the North line and the extension thereof of said Boundary Line Agreement at a distance of 1324.12 feet to a 5/8" iron rod on the West line of said Section 12, thence North 1326.47' feet to a brass cap at the Northwest corner of said Section 12, thence East along the North line of said Section 12 to the Point of Beginning, all in Lane County, Oregon.

THIS INSTRUMENT WILL 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930

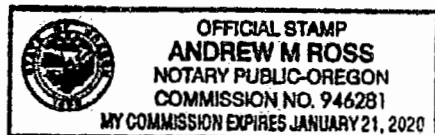
The true consideration for this conveyance is valuable but not expressed in terms of dollars.

Dated this 17 day of October, 2016

Dana Westphal
DANA WESTPHAL, Grantor

Dana Westphal
Dana Westphal
Trustee, Dana Westphal Revocable Trust
Grantee

SUBSCRIBED AND SWORN TO by Dana Westphal before me this 17 day of October, 2016



Andrew M. Ross
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/21/20

RECEIVED

SUBSCRIBED AND SWORN TO by Dana Westphal before me this 17 day of October, 2016

JAN 05 2017

OWRD

Lane County Clerk
Lane County Deeds and Records

2016-053158



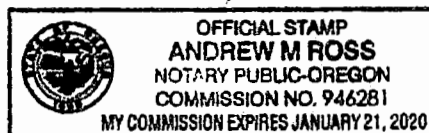
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10/26/2016 11:43:50 AM

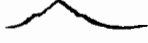
RPR-DEED Cnt=1 Stn=15 CASHIER 02
\$5.00 \$11.00 \$21.00 \$10.00

Andrew M. Ross
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/21/20



G-18425

After Recording Return To:
Western Title & Escrow Company
497 Oakway Rd. Suite 340, Eugene, OR 97401

 **Western** Title & Escrow
497 Oakway Road, Suite 340, Eugene, OR 97401
Order Number: 103340-DMS

Grantor
The Saries Living Trust, dated June 17, 1994
Grantee
Dana F. Westphal 86835 R R Baker Road Springfield, OR 97478
Until a change is requested, all tax statements shall be sent to the following address:
Dana F. Westphal 86835 R R Baker Road Springfield, OR 97478

Reserved for Recorder's Use

STATUTORY WARRANTY DEED

Richard M. Saries, Individually and Richard M. Saries, Surviving Trustee of the Saries Living Trust dated June 17, 1994, Grantor(s),

convey and warrant to


Dana F. Westphal, Grantee(s),

the following described real property free of encumbrances except as specifically set forth herein.

SEE ATTACHED EXHIBIT "A"

Account: 1867173 and 1867181

Map & Tax Lot: 18 02 12 00 00201

This property is free of 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 **\$419,000.00**. (Here comply with requirements of ORS 93.030.)

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.

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Lane County Deeds & Records

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\$57.00

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EXHIBIT "A"

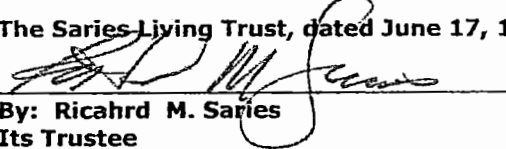
Beginning at a point on the North line of Section 12, Township 18 South, Range 02 West, Willamette Meridian. that is 1111 feet West of the North 1/4 corner of said Section, thence Southwesterly to a 5/8" iron rod as shown in C.S. 29179 marking the Northeast corner of that certain Boundary Line Agreement recorded on Reel 1601, Reception No. 89-50199, Lane County Deed Records, thence North 89° 55' 48" West along the North line and the extension thereof of said Boundary Line Agreement a distance of 1324.12 feet to a 5/8" iron rod on the West line of said Section 12, thence North 1326.47' feet to a brass cap at the Northwest corner of said Section 12, thence East along the North line of said Section 12 to the Point of Beginning, all in Lane County, Oregon.

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Executed this 13 day of July, 2015

The Saries Living Trust, dated June 17, 1994


By: Ricahrd M. Saries
Its Trustee

State of Oregon, County of Lane) ss.

This instrument was acknowledged before me on this 13 day of July, 2015 by Ricahrd M. Saries, individually and as Trustee of The Saries Living Trust, dated June 17, 1994


Notary Public for the State of Oregon

My commission expires: 10.25-16



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