

# Application for a Permit to Use Surface Water



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

## Water-Use Permit Application Processing

### 1. Completeness Determination

The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050 ([www.oregon.gov/owrd/law.our](http://www.oregon.gov/owrd/law.our)). The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

### 2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$200. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

### 3. Public Notice

Within 7 days of the mailing of the initial review, the Department gives public notice of the application in the weekly notice published by the Department at [www.oregon.gov/owrd](http://www.oregon.gov/owrd). The public comment period is 30 days from publication in the weekly notice.

### 4. Proposed Final Order Issued

The Department reviews any comments received, including comments from other state agencies related to the protection of sensitive, threatened or endangered fish species. Within 60 days of completion of the IR, the Department issues a Proposed Final Order (PFO) explaining the proposed decision to deny or approve the application. A PFO proposing approval of an application will include a draft permit, and may request additional information or outstanding fees required prior to permit issuance.

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### 5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$350.00 for the applicant and \$700.00 for non-applicants. Protests are filed on approximately 10% of Proposed Final Orders. If a protest is filed the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

### 6. Final Order Issued

If no protests are filed, the Department can issue a Final Order within 60 days of the close of the period for receiving protest. If the application is approved, a permit is issued. The permit specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

# Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

## 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: source of water requested
- SECTION 4: water use
- SECTION 5: water management
- SECTION 6: resource protection
- SECTION 7: project schedule
- SECTION 8: within a district
- SECTION 9: 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.
  - Fees - Amount enclosed: \$ 2894.40  
See the Department's Fee Schedule at [www.oregon.gov/owrd](http://www.oregon.gov/owrd) or call (503) 986-0900.

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

- 
- 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, *POD* and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west)
  - 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 *or* *POD* is outside of the area of use)
  - Other: None

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8-88645

# Application for a Permit to Use Surface 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 JACK PLATT/PLATT DAIRY			PHONE (HM)
PHONE (WK) 503.838.6586	CELL		FAX 503.838.0804
ADDRESS 11070 OAK HILL ROAD			
CITY INDEPENDENCE	STATE OREGON	ZIP 97351	E-MAIL * PLATTDAIRY@GMAIL.COM

### Organization Information

NAME N/A			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 WILLIAM FERBER			PHONE 503.910.9212	FAX
ADDRESS PO BOX 13434			CELL	
CITY SALEM	STATE OREGON	ZIP 97309	E-MAIL * BILL@BKWRC.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 packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- 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.



Jack Platt  
Applicant Signature

JACK PLATT  
Print Name and title if applicable

7-13-18  
Date

Applicant Signature

Print Name and title if applicable

Date

Revised

App. No. <u>S-88645</u>	For Department Use Permit No. _____	Date _____
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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*).

1. FRIEDOW FREDERICK M & LYNETTE A, 8140 HALEY RD, INDEPENDENCE, OR 97351
2. VFO INDEPENDENCE LLC, 8930 SUVER RD, MONMOUTH, OR 97361
3. RHOTEN FAMILY TRUST, HELEN M RHOTEN, TR, 11423 ONE WEST, BUENA VISTA, INDEPENDENCE, OREGON 97351
4. DRAZDOFF TERRY L & OLIVIA J, MAILING: 5780 MAIN ST, INDEPENDENCE, OR 97351
5. SPERLING WENDELL P & SHERRY L, 8835 PARKER RD, INDEPENDENCE, OR 97351

*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: SOURCE OF WATER**

**A. Proposed Source of Water**

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

Source 1: Willamette River Basin Project Reservoirs

Tributary to: Willamette River

Source 2: \_\_\_\_\_

Tributary to: \_\_\_\_\_

Source 3: \_\_\_\_\_

Tributary to: \_\_\_\_\_

Source 4: \_\_\_\_\_

Tributary to: \_\_\_\_\_

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If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

**B. Applications to Use Stored Water**

Do you, or will you, own the reservoir(s) described in item 3A above?

Yes.

- No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

If *all* sources listed in item 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

- By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

**SECTION 4: WATER USE**

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):  
*(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)*

SOURCE	USE	PERIOD OF USE	AMOUNT
Willamette River Storage Projects	Primary and Supplemental Irrigation	March 1 through Oct. 31	983.5 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

**For irrigation use only:**

Please indicate the number of primary and supplemental acres to be irrigated.

Primary: 133.9 Acres                      Supplemental: 849.6 Acres

List the Permit or Certificate number of the underlying primary water right(s): C 52401, C 73994, T 8256, C 81469, Permit S 54961, C 41729, C 41741, C 35167, C 31518, C 41726, C 56873

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 982.0

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- 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: \_\_\_\_\_

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No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

If *all* sources listed in item 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

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Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):  
*(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)*

SOURCE	USE	PERIOD OF USE	AMOUNT
Willamette River Storage Projects	Primary and Supplemental Irrigation	March 1 through Oct. 31	982 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

**For irrigation use only:**

Please indicate the number of primary and supplemental acres to be irrigated.

Primary: 131.7 Acres                      Supplemental: 849.6 Acres

List the Permit or Certificate number of the underlying primary water right(s): C 52401, C 73994, T 8256, C 81469, Permit S 54961, C 41729, C 41741, C 35167, C 31518, C 41726, C 56873

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 982.0

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- 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:

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**SECTION 5: WATER MANAGEMENT**

**A. Diversion and Conveyance**

What equipment will you use to pump water from your source?

Pump (give horsepower and type): 75 Hp, Centrifugal. May be upgraded as needed.

Other means (describe): \_\_\_\_\_

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

Diversion has been constructed and currently consists of a 75 Hp electric motor driving a Cornell 4YB Pump. Pump will be operated when water is needed for irrigation. Pump will output to a 8" steel buried line to a 75 Hp booster pump that will output to 8" steel buried line to Kreder Reservoir. Water is then pumped from the reservoir to fields to be irrigated. Diversion pump and booster pump maybe upgraded as needed.

**B. Application Method**

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

Center pivot, big guns and linear systems will be used

**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 public uses of affected surface waters.

The amount of water requested is need to address crop water needs once regulation of the primary water rights sources has occurred. Meter(s) will be installed at the POD and water will be used only as needed to meet crop water needs.

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**SECTION 6: RESOURCE PROTECTION**

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In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources.

Diversion will be screened to prevent uptake of fish and other aquatic life.  
Describe planned actions: Installed fish screen will meet ODFW fish screen requirements.

Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.  
Describe planned actions: Diversion has been in place for a number of years. Anticipated work that may occur is upgrading the electric pump and motor. If work does occur excavation is not expected and clearing of banks will be kept to a minimum.

Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.  
Describe: Since diversion is already constructed operating equipment in the water body is not anticipated. If it becomes necessary to operate equipment in the water body the applicant will contact ODFW regarding steps to take to prevent damage to aquatic life.

- Water quality will be protected by preventing erosion and run-off of waste or chemical products.  
Describe: The irrigated property is located at least 0.4 miles from the water body and erosion and run-off of waste or chemical products to the water body is not anticipated

**SECTION 7: PROJECT SCHEDULE**

Date construction will begin: 7/19/2018

Date construction will be completed: 10/1/2022

Date beneficial water use will begin: 10/1/2023

**SECTION 8: 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 9: REMARKS**

Use this space to clarify any information you have provided in the application.  
N/A

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**OWRD**

Date \_\_\_\_\_

(For staff use only)

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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

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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)
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

# CONTRACT DATA SHEET



**U.S. Bureau of Reclamation**  
Attn: PN-3324  
1150 North Curtis Road  
Boise, ID 83706-1234  
208-378-5344

## RECLAMATION *Managing Water in the West*

### 1. Applicant Information:

#### A. Landowners

- 1) Name of landowner(s): Jack Platt, Platt Farms, LLC
- 2) Address: 11070 Oak Hill Road, Independence, Oregon 97351
- 3) Mailing Address (if different): \_\_\_\_\_
- 4) Taxpayer Identification Number(s): \_\_\_\_\_  
(Social Security Number or Employer Identification Number)<sup>1</sup>
- 5) Do you own all of the land where you propose to divert and make use of water? No

#### B. Water User Organizations (Such as Irrigation Districts, Ditch/Canal Companies, Water Control Districts, Water User Associations & Cooperatives, Irrigation Improvement Districts, and similar entities organized according to State Law)

- 1) Name of Organization: N/A
- 2) Name & Title of Applicant: \_\_\_\_\_
- 3) Mailing Address of Organization: \_\_\_\_\_
- 4) Taxpayer Identification Number: \_\_\_\_\_  
(Social Security Number or Employer Identification Number)
- 5) Please provide the following information:
  - (a) A description of the area served by the organization (location, total acreage, # of water users, prominent crops, etc.)
  - (b) Copy of organization by-laws, articles of incorporation (if applicable), board resolution authorizing the applicant to represent and bind the organization under contract with the United States.

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2. Source of Water (name of stream, river): Willamette Valley Projects
3. Proposed point of diversion: 430 feet North and 1550 feet  
of SW corner of Section 23, Township 9 S, Range 4 W,  
Willamette Meridian.
4. A water right permit to divert storage water is required. Application or file number with OWRD if you have applied for a permit to divert storage water: Water Right Application was submitted by the end of July 2018.
5. Include a map of lands and diversion points. [Same as required by Oregon Water Resources Department (OWRD) for application for surface/ground water permit].

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6. Do you currently hold a right to natural flows for irrigating the property described herein? Mostly  
If yes, what is/are the priority date(s)? Please see Attachment 1
7. Total quantity of water from storage requested: 981.3 acre-feet.
8. Location of land to be irrigated in each 40-acre tract: Please see Attachment 2.

TOWNSHIP	RANGE	SECTION	40-ACRE TRACT (1/4) (1/4)	NO. of ACRES	TYPE of IRRIGATED CROP

9. What is the present use of the land identified above? [*farming; idle (fallow cultivated land); native (appears never to have been tilled); planted pasture or other (please specify)*].  
Farming
10. Is the land identified above currently being irrigated? Mostly If yes, what is the source? (*natural flows, wells, etc.*) Natural flows and stored water.
11. Diversion must be screened to prevent uptake of fish and other aquatic life. Describe plan(s) to comply with State/Federal fish screen standards: I will work with Oregon Department of Fish and Wildlife to comply with State and Federal fish screen standards.

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12. Telephone number where you can be reached during the day: 503.838.0807

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Before returning the completed Contract Data Sheet to the address provided on page 1, please check that you have done the following:

- ANSWERED ALL QUESTIONS COMPLETELY
- ATTACHED AND IDENTIFIED ADDITIONAL SHEET(S) AS NECESSARY
- ATTACHED THE REQUIRED MAP
- SUBMIT PAYMENT FOR THE APPROPRIATE CONTRACT ADMINISTRATION FEE <sup>2</sup>; MAKE CHECK PAYABLE TO THE U.S. BUREAU OF RECLAMATION

<sup>1</sup> Section 31001 (j) of the Debt Collection Improvement Act of 1996 (Chapter 10 of Pub. L. 104-134) requires each contractor with an agency of the United States to furnish their taxpayer identifying number (social security number or employer identification number) and each agency to disclose to that contractor its intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such contractor's relationship with the Government.

<sup>2</sup> The minimum contract administration fee for most applications is \$100. However, from time to time this fee may be revised to cover the costs of the United States. We recommend you contact this office to verify the current minimum contract administration fee. In the event that the costs to the United States of evaluating the application are in excess of the minimum contract administration fee, an estimate of the reimbursable costs for which advance payment is required will be provided to the applicant.

# Attachment 1

Question 6 - Do you hold a right to natural flows

Permit No.	Certificate No.	Priority Date
	31518	January 24, 1962
	41726	December 16, 1965
	35167	April 20, 1966
	41729	December 13, 1966
	41741	August 1, 1968
T 8256		June 11, 1971
	73994	June 11, 1971
	81469	June 11, 1971
	52401	June 5, 1973
	56873	June 20, 1975
S 54961		March 6, 2015

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## Attachment 2

Question 8 - Location of land to be irrigated in each 40-acre tract:

Township	Range	Section	40 -Acre Tract		No. of Acres	Type of Irrigated Crop
			(1/4)	(1/4)		
9 South	4 West	8	SW	SE	10.7	Silage
9 South	4 West	8	SE	SE	2.3	Silage
9 South	4 West	16	SW	SW	30.1	Silage
9 South	4 West	16	SE	SW	7.7	Silage
9 South	4 West	17	NE	NE	6.2	Silage
9 South	4 West	17	NW	NE	34.4	Silage
9 South	4 West	17	SW	NE	5	Silage
9 South	4 West	17	SE	NE	0.1	Silage
9 South	4 West	17	SW	SE	36	Silage
9 South	4 West	17	SE	SE	31.1	Silage
9 South	4 West	20	NE	NE	40	Silage
9 South	4 West	20	NW	NE	40	Silage
9 South	4 West	20	SW	NE	40	Silage
9 South	4 West	20	SE	NE	39.4	Silage
9 South	4 West	20	NE	SE	21.2	Silage
9 South	4 West	20	NW	SE	20.7	Silage
9 South	4 West	21	NW	NE	39.5	Silage
9 South	4 West	21	SW	NE	23.8	Silage
9 South	4 West	21	SE	NE	4.4	Silage
9 South	4 West	21	NE	NW	37.1	Silage
9 South	4 West	21	NW	NW	40	Silage
9 South	4 West	21	SW	NW	40	Silage
9 South	4 West	21	SE	NW	25.3	Silage
9 South	4 West	21	NE	SW	32.2	Silage
9 South	4 West	21	NW	SW	22.1	Silage
9 South	4 West	21	SE	SW	4.6	Silage
9 South	4 West	21	NW	SE	39.2	Silage
9 South	4 West	21	SW	SE	7.8	Silage
9 South	4 West	21	NE	SE	1.4	Silage
9 South	4 West	22	NE	SE	3.3	Silage
9 South	4 West	22	NW	SE	5	Silage
9 South	4 West	22	SW	SE	16.6	Silage
9 South	4 West	22	SE	SE	12.1	Silage

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9 South	4 West	22	SE NW	5.3	Silage
9 South	4 West	22	SW NW	12.4	Silage
9 South	4 West	22	NE SW	12.2	Silage
9 South	4 West	22	NW SW	23.9	Silage
9 South	4 West	28	NE NE	6.2	Silage
9 South	4 West	28	NW NE	16	Silage
9 South	4 West	28	SW NE	40	Silage
9 South	4 West	28	SE NE	15	Silage
9 South	4 West	28	NE NW	5.6	Silage
9 South	4 West	28	SE NW	16.2	Silage
9 South	4 West	28	NE SW	19	Silage
9 South	4 West	28	SE SW	15.8	Silage
9 South	4 West	28	NE SE	15.2	Silage
9 South	4 West	28	NW SE	28.6	Silage
9 South	4 West	28	SW SE	16.6	Silage
9 South	4 West	28	SE SE	14	Silage

Total 981.3

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# Attachment 1

Township	Range	Section	40 -Acre Tract (1/4) (1/4)	Taxlot	Plan Designation (e.g., Rural Residential/RR-5)	Diverted	Conveyed	Used	Proposed Land Use
9 South	4 West	8	SW SE	1501	EFU			X	Farming
9 South	4 West	8	SE SE	1501	EFU			X	Farming
9 South	4 West	16	SW SW	200, 900	EFU			X	Farming
9 South	4 West	16	SE SW	602, 200	EFU			X	Farming
9 South	4 West	17	NE NE	201	EFU			X	Farming
9 South	4 West	17	NW NE	201	EFU			X	Farming
9 South	4 West	17	SW NE	201	EFU			X	Farming
9 South	4 West	17	SE NE	201	EFU			X	Farming
9 South	4 West	17	SW SE	800	EFU			X	Farming
9 South	4 West	17	SE SE	900	EFU			X	Farming
9 South	4 West	20	NE NE	200, 300	EFU			X	Farming
9 South	4 West	20	NW NE	200	EFU			X	Farming
9 South	4 West	20	SW NE	200	EFU			X	Farming
9 South	4 West	20	SE NE	300	EFU			X	Farming
9 South	4 West	20	NE SE	300	EFU			X	Farming
9 South	4 West	20	NW SE	200	EFU			X	Farming
9 South	4 West	21	NW NE	100	EFU			X	Farming
9 South	4 West	21	SW NE	100	EFU			X	Farming
9 South	4 West	21	NE NW	100, 602, 200, 300	EFU			X	Farming
9 South	4 West	21	NW NW	200, 300	EFU			X	Farming
9 South	4 West	21	SW NW	300	EFU			X	Farming
9 South	4 West	21	SE NW	100, 300	EFU			X	Farming
9 South	4 West	21	NE SW	100, 300	EFU		X	X	Farming
9 South	4 West	21	NW SW	300	EFU		X	X	Farming
9 South	4 West	21	SE SW	100	EFU		X	X	Farming
9 South	4 West	21	NW SE	100	EFU			X	Farming
9 South	4 West	21	SW SE	100	EFU		X	X	Farming
9 South	4 West	21	SE NE	200	EFU			X	Farming
9 South	4 West	21	NE SE	200	EFU			X	Farming
9 South	4 West	22	NE SE	503	EFU		X	X	Farming
9 South	4 West	22	NW SE	500, 503	EFU		X	X	Farming
9 South	4 West	22	SW SE	503	EFU		X	X	Farming
9 South	4 West	22	SE SE	503	EFU		X	X	Farming
9 South	4 West	22	SW NW	200	EFU			X	Farming
9 South	4 West	22	SE NW	200	EFU			X	Farming
9 South	4 West	22	NW SW	200	EFU			X	Farming
9 South	4 West	22	NE SW	200, 804	EFU		X	X	Farming
9 South	4 West	23	SE SW	Roads	Roads	X	X		
9 South	4 West	23	SWSW	7800	Not Significant		X		

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9 South	4 West	23	SWSW	5500, 5501	NON-EFU	X		
9 South	4 West	28	NE NE	200	EFU	X	X	Farming
9 South	4 West	28	NW NE	200	EFU		X	Farming
9 South	4 West	28	SW NE	200	EFU		X	Farming
9 South	4 West	28	SE NE	200	EFU	X	X	Farming
9 South	4 West	28	NE NW	200	EFU		X	Farming
9 South	4 West	28	SE NW	200	EFU		X	Farming
9 South	4 West	28	NE SW	200	EFU		X	Farming
9 South	4 West	28	SE SW	200	EFU		X	Farming
9 South	4 West	28	NE SE	200	EFU		X	Farming
9 South	4 West	28	NW SE	200, 201	EFU		X	Farming
9 South	4 West	28	SW SE	200	EFU		X	Farming
9 South	4 West	28	SE SE	200	EFU		X	Farming
9 South	4 West	17	NW SE SE NW	600	EFU	X		
			NE SW SW NE	600	EFU	X		
			SW SE	600	EFU	X		

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WC 1859

# 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: Jack Platt  
First Last  
Platt Farms, LLC.

Mailing Address: 11070 Oak Hill Road

Independence Oregon 97353 Daytime Phone: 503.838.0804  
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:
<u>Please</u>	<u>see</u>	<u>Attachment 1</u>				<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	

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

Polk County  
City of Buena Vista

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## B. Description of Proposed Use

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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: \_\_\_\_\_  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:

I am applying for a Bureau of Reclamation contract to use stored water from the Willamette Basin Projects to irrigate the lands listed in this application. Water will be pumped from an existing pump site at the Buena Vista Park to the lands listed in this application.

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. →

S-28645

# 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): PCZO 136.030(A) (farm use/irrigation), PCZO 127.020(E) R.O.W. for public utilities
- 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:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> 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.

\* Please see attached comments.

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Name: Justin Peterson Title: Associate Planner  
 Signature: *Justin Peterson* Phone: 503-623-9267 Date: 6-29-18  
 Government Entity: Polk 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: \_\_\_\_\_

Polk County Comments

- The only construction proposed/evaluated is new pipelines for irrigation.
- A portion of the subject properties are located within the regulated floodplain. Any non-structural floodplain development, such as mining, dredging, excavating, filling, etc. within the floodplain would require a land use permit to show compliance with PCZO 178.060.
- A portion of the subject properties contain inventoried fish bearing streams. Any activities listed as a conflicting use pursuant to PCZO 182.070(A), such as loss of streamside vegetation, within the setback area may require a management plan coordinated with DSL and ODFW to demonstrate compliance with PCZO 182.040(E). The width of the riparian management area shall average three times the stream width, but shall not average less than 25 feet or more than 100 feet. Stream width is the average of the main channel width of the stream during its high water level flow.
- A portion of the subject properties contain inventoried wetlands. Any activities listed as a conflicting use pursuant to PCZO 182.070(C), such as vegetation removal within the setback area of a significant wetland, may require a management plan coordinated with DSL to demonstrate compliance with PCZO 182.040(E).
- A portion of the subject properties are located within an archeological resource area and if archeological resources are unearthed notification shall be made to the agencies listed in the PCZO 183.060 and construction halted.

Feel free to contact me with additional questions.

Justin Peterson, Associate Planner  
Polk County Community Development  
Phone: (503) 623-9237  
Email: Peterson.justin@co.polk.or.us



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RECORDED IN POLK COUNTY  
LINDA DAWSON, COUNTY CLERK

2002-003208



\$36.00

00044705200200032080030034

03/04/2002 04:32:12 PM

REC-WD Cnt=1 Str=1 ~~SAPTAIA~~  
\$15.00 \$10.00 \$11.00 LINGERY

(Reserved for Recording Purposes)

**SPECIAL WARRANTY DEED**

ODVA Account Number	Tax Account Number 211842, 212472
---------------------	--------------------------------------

IN CONSIDERATION of fulfillment of that certain Contract of Sale dated September 15, 1987, in the Face Value of \$100,000.00 and recorded on September 15, 1987, in BOR 206, Page 1583, in Polk County, the STATE OF OREGON, by and through the Director of the Oregon Department of Veterans' Affairs, grantor, conveys and specially warrants unto Frederick M. Friedow and Lynette A. Friedow, husband and wife, grantee(s), all of the STATE OF OREGON's right, title and interest to the following described real property free of encumbrances created or suffered by the grantor on or before September 15, 1987, except as specifically set forth herein, situated at 8140 Haley Rd., Independence, Oregon 97351 in Polk County, State of Oregon, to wit:

Beginning at a point 83.72 chains South of the Southwest corner of the Harrison P. Locke Donation Land Claim No. 38, in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; thence East 20.00 chains; thence South .917 chains; thence East 4.37 chains; thence North 43.767 chains to a point on the center line of Haley Road; thence South 89°38' West along said center right of way line 17.56 chains to a point on the center line of the Western Oregon Railroad Co. right of way; thence South and West along the center line of said right of way 37.59 chains to a point due North of the place of beginning; thence South 6.07 chains to the place of beginning.

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AFTER RECORDING RETURN TO:

F M FRIEDOW  
8140 HALEY RD  
INDEPENDENCE OR 97351-9707

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

F M FRIEDOW  
8140 HALEY RD  
INDEPENDENCE OR 97351-9707

5-88045

Excepting and reserving to itself, its successors, and assigns all minerals, as defined in ORS 273.775 (*excepting soil, clay, stone, sand, and gravel*), and all geothermal resources, as defined in ORS 522.005 together with the right to make such use of the surface as may be reasonably necessary for exploring for, mining, extracting, storing, drilling for, and removing such minerals, materials, and geothermal resources. In the event the premises by a surface rights' owner would be damaged by one or more of the activities described above, then such owner shall be entitled to compensation from the State's lessee to the extent of the diminution in value of the real property, based on the actual use by the surface rights' owner at the time the State's lessee conducts any of the above activities.

## SUBJECT TO:

1. Any taxes for 2002-2003 when due or payable.
2. Any Right of Redemption as provided by law.
3. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for previous years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.
4. The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.
5. An easement created by instrument, including the terms and provisions thereof, recorded May 12, 1879 in Book 12, Page 380, Deed Records, Polk County, Oregon in favor of Western Oregon Railroad Company for right of way.
6. An easement created by instrument, including the terms and provisions thereof, dated October 19, 1945, recorded October 31, 1945 in Book 122, Page 265, Deed Records, Polk County, Oregon in favor of Mountain States Power Company, a Delaware corporation for right of way. Affects: Exact location not disclosed.
7. An easement created by instrument, including the terms and provisions thereof, dated May 29, 1969, recorded September 17, 1969 in Book 219, Page 393, Deed Records, Polk County, Oregon in favor of Luckiamute Domestic Water Cooperative, an Oregon corporation for right of way.

"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."

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ODVA Account Number

IN WITNESS WHEREOF, the State of Oregon, represented and acting by the Director of the Oregon Department of Veterans' Affairs, has caused these presents to be executed February 25 2002, at Salem, Oregon. The foregoing recital of consideration is true as I verily believe.

DIRECTOR OF OREGON DEPARTMENT OF VETERANS' AFFAIRS - Lender

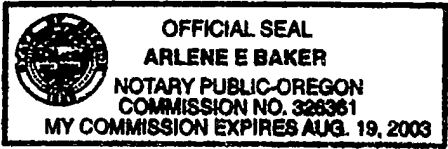
By: Joyce D. Hlopek  
Joyce D. Hlopek, Accounts Services Manager

STATE OF OREGON )  
                          )ss.  
County of Marion )

On February 25 2002,

this instrument was acknowledged before me by the above-named Joyce D. Hlopek, Accounts Services Manager, who personally appeared, and, being first duly sworn, did say that she is authorized to sign the foregoing document on behalf of the Oregon Department of Veterans' Affairs by authority of its Director.

Before me: Arlene E Baker  
Notary Public for Oregon



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NS



TRUST DEED

STATE OF OREGON, County of \_\_\_\_\_ } ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day \_\_\_\_\_, at \_\_\_\_\_, in \_\_\_\_\_, County of \_\_\_\_\_.

Wendell P. Sperling
8835 Parker Rd
Independence, OR 97351
Ardis L. Whittaker
767 Cascade Dr NW
Salem, OR 97304

RECORDED IN POLK COUNTY
VALERIE UNGER, COUNTY CLERK

2003-001825



\$36.00

01/31/2003 11:24:27 AM

REC-DOT Cnt=1 Stn=1 A. CAPTAIN
\$15.00 \$11.00 \$10.00

After recording, return to (Name, Address, Zip):
GT Mortgage Loan, Inc.
338 Hawthorne Ave NE, Ste 200-A
Salem, OR 97301

By \_\_\_\_\_, Deputy.

THIS TRUST DEED, made this 31st day of January, 2003, between
Wendell P. Sperling and Sherry L. Sperling, as tenants by the entirety
Key Title Company, as Trustee, and
Ardis L. Whittaker, as Beneficiary,

WITNESSETH:

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

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LEGAL DESCRIPTION ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Two Hundred Ten Thousand (\$210,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable January 31, 2008.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option\*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement\*\* does not constitute a sale, conveyance or assignment.

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

- 1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by tiling officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$..., written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed shall be added to and become a part of

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Handwritten initials: S-2006/5

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

**WARNING:** Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)\* primarily for grantor's personal, family or household purposes (see Important Notice below),

(b) ~~for the purpose of purchasing, constructing, improving, repairing, or refinancing a dwelling unit for the grantor or a family member of the grantor.~~

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

*Wendell P. Sperling*  
Wendell P. Sperling  
*Sherry L. Sperling*  
Sherry L. Sperling

STATE OF OREGON, County of Marion ) ss.

This instrument was acknowledged before me on January 27, XX 2003  
by Wendell P. Sperling and Sherry L. Sperling

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

S-88648

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## LEGAL DESCRIPTION

BEGINNING at the Northwest corner of the Donation Land Claim of Medders Vanderpool in Township 9 South, Range 4 West of the Willamette Meridian, Polk county, Oregon; thence East with the North line of said land claim 52.01 chains; thence North 27.80 chains; thence West 8.88 chains; thence North 14.05 chains; thence West 17.0 chains; thence South 12.75 chains; thence West 26.13 chains; thence South with the West line of the Donation Land Claim of P. Butler, 29.17 chains to the place of beginning. EXCEPTING THEREFROM 2.70 acres, formerly deeded by S.M. Cook to W.O.R.R. Co., as a right of way for said railroad., ALSO EXCEPTING that portion of the above described premises conveyed by Percy J. Dickinson, et ux, to Southern Pacific Company by Deed recorded in Book 87, Page 531, Deed Records of Polk County, Oregon.

ALSO:

BEGINNING at the Southeast corner of the Zedekiah Davis and wife Donation Land Claim No. 43, in Section 17, Township 9 South, Range 4 West of the Willamette Meridian, Polk County, Oregon; thence North on the East line of said Davis Donation Land Claim No. 43 a distance of 820.38 feet, more or less, to a point; thence East 198.0 feet; thence South parallel to and always 198.00 feet Easterly from the East line of Donation Land Claim No. 43 a distance of 841.5 feet to a point; thence West a distance of 198.0 feet, more or less to a point which is 21.12 feet South of the Southeast corner of said donation land Claim No. 43; thence North a distance of 21.12 feet to the point of beginning, all lying and being in Section 17, said Township and Range.

ALSO

BEGINNING at the Northeast corner of the Harvey Steeprow Donation Land Claim No. 61 in Section 17, Township 9 South, Range 4 West of the Willamette Meridian, said corner being on the South line of the Zedekiah Davis Donation Land claim No. 43; and running thence East on the South line of said Davis Donation Land Claim a distance of 1260.0 feet, more or less, to a point in the West line of the right of way of Southern Pacific Company; thence Southerly along said West right of way line 21.12 feet to a point; thence West on a line parallel to and 21.12 feet distant Southerly from the South line of the said Davis Donation Land Claim, a distance of 1260.0 feet, more or less, to a point in the East line of the Harvey Steeprow Donation Land Claim No. 61; thence north along the East line of said Claim a distance of 21.12 feet to beginning. All lying and being in Section 17, Township 9 South, Range 4 West of the Willamette Meridian, Polk County, Oregon.

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RECORDED BY OREGON TITLE AS AN ACCOMMODATION ONLY.  
NO LIABILITY IS ACCEPTED FOR THE CONDITION OF TITLE OR  
THE VALIDITY, SUFFICIENCY, OR EFFECT OF THIS DOCUMENT.

FORM No. 881-1 - TRUST DEED (No restriction on assignment)

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NS

TRUST DEED

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument  
was received for record on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in

Wendell P. Sperling/Sherry L. Sperling  
8835 Parker Road  
Independence OR 97351

Grantor's Name and Address

United States of America  
Dept. of the Treasury, Internal Revenue Service  
Portland OR 97205

Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):

Dept. of the Treasury, IRS  
Office of Chief Counsel  
620 SW Main Street, Suite 312  
Portland OR 97205

RECORDED IN POLK COUNTY  
LINDA DAWSON, COUNTY CLERK

2001-007054



\$46.00

00028229200100070540050052

06/07/2001 04:45:53 PM

REC-DOT Cnt=1 Stn=1 UNGERV  
\$25.00 \$11.00 \$10.00

OREGON TITLE INS. CO. CLERK 19056

THIS TRUST DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, between  
Wendell P. Sperling and Sherry L. Sperling, as tenants by the entirety

\_\_\_\_\_, as Grantor,  
Oregon Title Insurance Company \_\_\_\_\_, as Trustee, and

United States of America, Department of the Treasury, Internal Revenue Service \_\_\_\_\_, as Beneficiary,

WITNESSETH:

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

See Exhibit A attached hereto and incorporated by reference

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together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor ~~XXXXX~~ contained in that certain "Agreement Regarding Funds in Escrow" of even date

~~XXXXX~~ of even date herewith payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if ~~XXXXX~~ becomes due and payable.

- To protect the security of this trust deed, grantor agrees:
1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.
  2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
  3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
  4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$\_\_\_\_\_, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
  5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.
  6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
  7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees; the amount of attorney fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum at the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal. It is mutually agreed that:
  8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow

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which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

**WARNING:** Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

~~THIS DEED APPLIES TO THE REAL PROPERTY INTEREST OF THE GRANTEE REPRESENTED BY THE SIGNATURE OF THE GRANTEE AND NOT TO ANY OTHER REAL PROPERTY INTEREST OF THE GRANTEE OR TO ANY OTHER REAL PROPERTY INTEREST OF ANY OTHER PERSON. THIS DEED IS NOT VALID FOR BUSINESS OR COMMERCIAL PURPOSES.~~

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

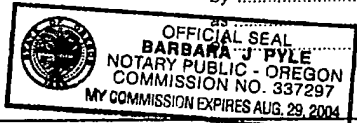
In construing this mortgage, it is understood that the mortgage or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

*Wendell P. Sperling*  
*Sherry Sperling*

STATE OF OREGON, County of Marion ) SS.  
This instrument was acknowledged before me on June 7, 2001  
by Wendell P. Sperling & Sherry Sperling  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_



*Barbara J. Pyle*  
Notary Public for Oregon My commission expires 8/29/04

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: \_\_\_\_\_, Trustee  
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to \_\_\_\_\_

DATED: \_\_\_\_\_, 19\_\_\_\_  
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.  
\_\_\_\_\_  
Beneficiary

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TRACT 2:

PARCEL A:

Beginning at the Northwest corner of the Donation Land Claim of Medders Vanderpool in Township 9 South, Range 4 West of the Willamette Meridian, Polk County, Oregon; thence East with the North line of said land Claim 52.01 chains; thence North 27.80 chains; thence West 8.88 chains; thence North 14.05 chains thence West 17.0 chains; thence South 12.75 chains; thence West 26.13 chains; thence South with the West line of the Donation Land Claim of P. Butler, 29.17 chains to the place of beginning.

EXCEPTING THEREFROM 2.70 acres, formerly deeded by S.M. Cook to W. O. R. R. Company, as a right of way for said railroad.

ALSO EXCEPTING that portion of the above described premises conveyed by Percy J. Dickinson, et ux, to Southern Pacific Company by Deed recorded in Book 87, Page 531, Deed Records of Polk County, Oregon.

PARCEL B:

Beginning at the Southeast corner of the Zedekiah Davis and wife Donation Land Claim No. 43, in Section 17, Township 9 South, Range 4 West of the Willamette Meridian, Polk County, Oregon; thence North on the East line of said Davis Donation Land Claim No. 43 a distance of 820.38 feet, more or less, to a point; thence East 198.0 feet; thence South parallel to and always 198.0 feet Easterly from the East line of Donation Land Claim No. 43 a distance of 841.5 feet to a point; thence West a distance of 198.0 feet, more or less to a point which is 21.12 feet South of the Southeast corner of said Donation Land Claim No. 43; thence North a distance of 21.12 feet to the place of beginning, all lying and being in Section 17, said Township and Range.

PARCEL C:

Beginning at the Northeast corner of the Harvey Steeprow Donation Land Claim No. 61 in Section 17, Township 9 South, Range 4 West of the Willamette Meridian, said corner being on the South line of the Zedekiah Davis Donation Land Claim No. 43; and running thence East on the South line of said Davis Donation Land Claim a distance of 1260.0 feet, more or less; thence West on a line parallel to and 21.12 feet distant Southerly from the South line of the said Davis Donation Land Claim, a distance of 1260.0 feet, more or less; thence West on a line parallel to and 21.12 feet distance Southerly from the South line of the said Davis Donation Land Claim, a distance of 1260.0 feet, more or less, to a point in the East line of the Harvey Steeprow Donation Land Claim No. 61; thence North along the East line of said Claim a distance of 21.12 feet to the place of beginning. All lying and being in Section 17, Township 9 South, Range 4 West of the Willamette Meridian, Polk County, Oregon.

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All that part of the lands conveyed by William Cockle to the Bowers Investment Company by deed dated December 28, 1912, and recorded in Volume 66 on Page 208 of the Deed Records of Polk County, Oregon. More particularly described as follows:

Beginning at a point 30 links East and North 18' West 30.59 chains from the Southwest corner of the Harrison P. Locke Donation Land Claim No. 38 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; thence North 18° West 18.82 chains, more or less, to the Northwest corner of land conveyed as aforesaid to the Bowers Investment Company; thence North 89° 30' East along the North line of said tract 28.98 chains, more or less, to the Westerly line of the Southern Pacific Railroad right of way; thence Southwesterly following the Westerly line of said right of way 19 chains, more or less, to the Northeast corner of the tract of land conveyed to the Oregon Land Settlement Commission and thence West on the North line of said conveyed tract 23.33 chains to the place of beginning.

ALSO:

Beginning at a point on the Easterly line of the Southern Pacific Railroad right of way which point is North 89° 30' East and 17.83 chains, more or less, East of said Southwest corner of said DLC No. 38; thence continuing East on the same course on the South line of said land conveyed to Bowers Investment Company 43.80 chains, more or less, to the Southwest corner thereof; thence North 18° West on the East line of said conveyed tract 35.94 chains, more or less, to the Southerly line of the right of way of the Western Oregon Railroad Company tract; thence Northwesterly following the Southerly line of said right of way 35.34 chains to where the same intersects the Easterly line of the right of way of the Southern Pacific Railroad Company, and thence Southwesterly on the Easterly line of said Southern Pacific Railroad Company right of way 47.09 chains to the place of beginning.

SAVE AND EXCEPT THEREFROM:

Beginning at an iron pipe on the South boundary of the Harrison P. Locke Donation Land Claim No. 38 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon, said iron pipe being South 89° 30' West 135.0 feet from the Southeast corner of said Claim and on the Westerly boundary of Market Road No. 9; thence South 89° 30' West along the South boundary of said Claim, a distance of 1280.0 feet to an iron pipe; thence North and parallel with the Westerly boundary of said Road, a distance of 1361.2 feet to an iron pipe; thence North 89° 30' East 1280.0 feet to an iron pipe on the Westerly boundary of said Road; thence South along the Westerly boundary of said Road, a distance of 1361.2 feet to the place of beginning.

(see next page for continuation of legal description)

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ALSO SAVE AND EXCEPT THEREFROM: The right of way deeded to the Western Oregon Railroad Company.

ALSO SAVE AND EXCEPT THEREFROM: The tract deeded to the Oregon Land Settlement Commission.

ALSO SAVE AND EXCEPT THEREFROM: The lands deeded to Scott and Iliff.

ALSO SAVE AND EXCEPT THEREFROM: Any portion thereof lying within the right of way limits of roads and highways.

SUBJECT TO an oil and gas lease dated September 2, 1961, recorded November 29, 1961 in Book 179, Page 345, Records of Polk County, Oregon, wherein Harrison H. Brant and Mildred D. Brant, husband and wife, are lessor and Wesley G. Bruer is lessee.

SUBJECT TO an oil and gas lease dated November 20, 1974, recorded May 29, 1975 in Book 72, Page 432, Records of Polk County, Oregon, wherein Harrison H. Brant and Mildred D. Brant, husband and wife, are lessor and Mobil Oil Corporation, a New York corporation, is lessee.

SUBJECT TO an oil and gas lease dated December 19, 1984, recorded January 4, 1985 in Book 184, Page 177, Book of Records for Polk County, Oregon, wherein Evelyn Lucille and Fory Morgan, husband and wife, are lessor and Sohio Petroleum Company is lessee.

RESERVING unto the Sellers <sup>\*their heirs and assigns</sup> one-half of all oil, gas and other mineral rights pertaining to the subject property.

Tax accounts 211743, 211800, 211826

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P-88645

**After Recording Return To:**  
Polsinelli PC  
Attn: Scott Herpich  
900 West 48<sup>th</sup> Place, Ste 900  
Kansas City, MO 64112

RECORDED IN POLK COUNTY Valerie Unger, County Clerk	<b>2015-010125</b> 09/16/2015 09:13:45 AM
REC-COR Cnt=1 Stn=11 K. WILLIAMS \$75.00 \$11.00 \$10.00 \$5.00 \$20.00	\$121.00

**Rerecording Cover Sheet – Oregon**  
ORS 205.244

RERECORDED AT THE REQUEST OF THE **POLK COUNTY ASSESSOR'S OFFICE** TO CORRECT LEGAL DESCRIPTION. PREVIOUSLY RECORDED AS FEE NUMBER 2015-005974.

This cover sheet has been prepared by the person presenting the attached instrument for rerecording. Any errors in this cover sheet do not affect the transaction(s) contained in the instrument.

- 1) **Titles of Transaction(s)** ORS 205.234(a)  
Statutory Warranty Deed
- 2) **Grantor(s)** ORS 205.160  
Olsen Agricultural Enterprises LLC, an Oregon limited liability company
- 3) **Grantee(s)** ORS 205.160  
VFO Independence, LLC, a Delaware limited liability company
- 4) **For Instruments That Convey or Contract to Convey Fee Title to Real Estate:**
  - a. True and Actual Consideration ORS 93.030  
NO ADDITIONAL CONSIDERATION DUE.
  - b. Send Tax Statements To ORS 93.260  
VFO Independence, LLC  
c/o Vital Farmland Holdings, LLC  
One Market, Spear Tower, Ste 3600  
San Francisco, CA 94105

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FATCO. NO. NCS-763450-OR1

S-88645

**RECORD AND RETURN TO:**

Polsinelli PC  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112  
ATTN: Scott Herpich

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

VFO Independence, LLC  
c/o Vital Farmland Holdings, LLC  
One Market, Spear Tower, Ste 3600  
San Francisco, CA 94105

RECORDED IN POLK COUNTY Valerie Unger, County Clerk	<b>2015-005975</b> 06/17/2015 12:57:16 PM
REC-WD      Cnt=1    Str=11    K. WILLIAMS \$40.00 \$11.00 \$10.00 \$5.00 \$20.00	<b>\$86.00</b>

NCS-703450-021

FATCO. NO.

**STATUTORY WARRANTY DEED**

OLSEN AGRICULTURAL ENTERPRISES LLC, an Oregon limited liability company, as successor by merger to Olsen Vineyard Company, LLC, an Oregon limited liability company, Grantor, conveys and warrants to VFO INDEPENDENCE, LLC, a Delaware limited liability company, Grantee, the real property located in Polk County, Oregon, described as set forth on Exhibit A attached hereto and made a part hereof, free of encumbrances, except as specifically set forth on Exhibit B attached hereto and made a part hereof, to have and to hold the same, together with all rights and appurtenances, including without limitation all water rights, to the same belonging unto Grantee, and to the successors and assigns of such party forever.

The true consideration for this conveyance includes other property or other value given or promised that represents either the whole or part of consideration.

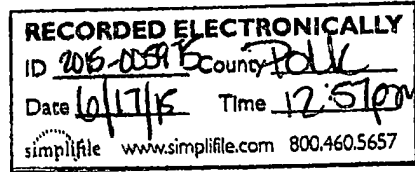
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 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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**RECORD AND RETURN TO:**

Polsinelli PC  
900 W. 48<sup>th</sup> Place, Suite 900  
Kansas City, Missouri 64112  
ATTN: Scott Herpich



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

VFO Independence, LLC  
c/o Vital Farmland Holdings, LLC  
One Market, Spear Tower, Ste 3600  
San Francisco, CA 94105

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NCS-703450-001

FATCO. NO.

**STATUTORY WARRANTY DEED**

OLSEN AGRICULTURAL ENTERPRISES LLC, an Oregon limited liability company, as successor by merger to Olsen Vineyard Company, LLC, an Oregon limited liability company, Grantor, conveys and warrants to VFO INDEPENDENCE, LLC, a Delaware limited liability company, Grantee, the real property located in Polk County, Oregon, described as set forth on Exhibit A attached hereto and made a part hereof, free of encumbrances, except as specifically set forth on Exhibit B attached hereto and made a part hereof, to have and to hold the same, together with all rights and appurtenances, including without limitation all water rights, to the same belonging unto Grantee, and to the successors and assigns of such party forever.

The true consideration for this conveyance includes other property or other value given or promised that represents either the whole or part of consideration.

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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Dated this 17 day of June, 2015.

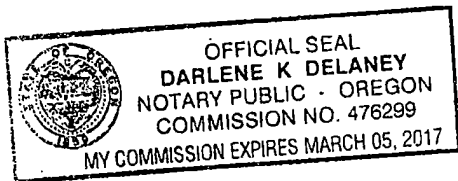
GRANTOR:

**OLSEN AGRICULTURAL ENTERPRISES LLC**, an Oregon limited liability company, as successor by merger to Olsen Vineyard Company, LLC, an Oregon limited liability company

By: Rog Olsen  
Name: Roger Olsen  
Title: Authorized Manager

STATE OF Oregon )  
 ) ss.  
County of Marion )

On this 16<sup>th</sup> day of June, 2015, appeared Roger Olsen, personally known or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the foregoing instrument.



Darlene K Delaney

NOTARY PUBLIC FOR Oregon  
My Commission Expires: 3-5-17

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Signature Page

Statutory Warranty Deed - Olsen Vineyard Company, LLC Property (Polk County)

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EXHIBIT A

Legal Description

**Parcel 1**

BEGINNING AT A POINT 12.93 CHAINS WEST FROM THE SOUTHEAST CORNER OF SECTION 16 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON, AND RUNNING THENCE NORTH 35.39 CHAINS; THENCE EAST 42.04 CHAINS; THENCE SOUTH 69.32 CHAINS; THENCE WEST 48.63 CHAINS; THENCE NORTH 33.98 CHAINS AND THENCE EAST 6.77 CHAINS TO THE PLACE OF BEGINNING.

ALSO, BEGINNING AT A 12.93 CHAINS WEST AND 35.38 CHAINS NORTH FROM THE SOUTHEAST CORNER OF SECTION 16 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON AND RUNNING THENCE NORTH 24 CHAINS; THENCE EAST 42.04 CHAINS; THENCE SOUTH 24 CHAINS AND THENCE WEST 42.04 CHAINS TO THE PLACE OF BEGINNING.

ALSO, LOT NUMBERED FOUR (4) AND FIVE (5) OF SECTION 16, TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, POLK COUNTY, OREGON.

SAVE AND EXCEPT THE FOLLOWING PROPERTY SOLD TO WILLIE A. HOFFMAN AND NORA LEE HOFFMAN BY DEED RECORDED IN BOOK 84, PAGE 467, POLK COUNTY RECORDS; BEGINNING AT A POINT WHICH IS ON THE WEST LINE OF AND SOUTH 0°20'29" WEST A DISTANCE OF 1284.96 FEET FROM THE NORTHWEST CORNER OF THE JOHN B. BOUNDS DONATION LAND CLAIM NO. 70 IN TOWNSHIP 9 SOUTH AND RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON; AND RUNNING THENCE NORTH 89°57'07" WEST, A DISTANCE OF 470.66 FEET; THENCE SOUTH 0°06'25" WEST 267.57 FEET TO THE NORTHERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 949; THENCE SOUTH 67°33'35" EAST 32.48 FEET; THENCE SOUTH 0°06'25" WEST 330.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°57'07" EAST 439.91 FEET TO THE WESTERLY LINE OF SAID D.L.C. 70; THENCE NORTH 0°20'29" EAST ALONG SAID LINE 609.94 FEET TO THE TRUE PLACE OF BEGINNING.

SAVE AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACTS OF LAND LYING WITHIN THE BOUNDARIES OF PUBLIC ROADS AND HIGHWAYS.

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**Parcel 2**

TRACT I:

BEGINNING AT A POINT IN THE CENTER OF A COUNTY ROAD, SAID POINT BEING 17.189 CHAINS NORTH 0°12' WEST 3.134 CHAINS NORTH 89°48' WEST FROM THE SOUTHEAST CORNER OF THE ALEXANDER MCCARTY DONATION LAND CLAIM NO. 64 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON; THENCE NORTH 89°48' WEST 55.327 CHAINS TO A POINT ON THE WEST LINE OF SAID CLAIM, SAID POINT BEING 17.180 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID CLAIM; THENCE SOUTH 17.180 CHAINS TO THE SOUTHWEST CORNER OF SAID CLAIM; THENCE SOUTH 89°48' EAST ALONG THE SOUTH LINE OF SAID CLAIM 24.320 CHAINS TO THE NORTHEAST CORNER OF TRACT NO. 1 OF A TRACT OF LAND CONVEYED TO LELAND

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PRATHER BY DEED RECORDED IN VOLUME 168, PAGE 258, DEED RECORDS FOR SAID COUNTY AND STATE; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT OF LAND 24.523 CHAINS TO THE NORTH LINE OF TRACT NO. 2 OF SAID VOLUME 168, PAGE 258, THENCE NORTH 89°54' EAST ALONG THE NORTH LINE OF SAID TRACT NO. 2, 13.75 CHAINS; THENCE NORTH 1°08' WEST 12.675 CHAINS; THENCE NORTH 87°41' EAST 0.818 CHAINS; THENCE NORTH 0°49' WEST 11.985 CHAINS TO A POINT 0.240 CHAINS NORTH 0°49' WEST OF THE SOUTH LINE OF SAID MCCARTY CLAIM; THENCE SOUTH 87°53' EAST 7.140 CHAINS TO A POINT IN THE CENTER OF SAID COUNTY ROAD, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID CLAIM; THENCE ALONG THE CENTER OF SAID COUNTY ROAD AS FOLLOWS; NORTH 10°45' EAST 7.747 CHAINS; THENCE NORTH 31°33' EAST 5.640 CHAINS; THENCE NORTH 48°26' EAST 7.127 CHAINS TO THE PLACE OF BEGINNING.

SAVE AND EXCEPT: BEGINNING AT A POINT WHICH IS 12 CHAINS SOUTH FROM THE NORTHEAST CORNER OF SECTION 22 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, POLK COUNTY, OREGON, RUNNING THENCE EAST TO THE EAST BOUNDARY OF THE HIGHWAY LEADING FROM INDEPENDENCE TO BUENA VISTA; THENCE IN A SOUTHWESTERLY DIRECTION FOLLOWING THE EAST BOUNDARY OF THE HIGHWAY 4.00 CHAINS TO A POINT INTERSECTING THE SECTION LINE; THENCE NORTH TO THE PLACE OF BEGINNING.

**TRACT II:**

BEGINNING AT THE NORTHWEST CORNER OF THE REASON B. HALL AND WIFE DONATION LAND CLAIM, CLAIM NO. 66, NOTIFICATION NO. 1621, IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, POLK COUNTY, OREGON; THENCE EAST 10.14 CHAINS; THENCE SOUTH 24.648 CHAINS; THENCE WEST 10.14 CHAINS; THENCE NORTH 24.74 CHAINS TO THE PLACE OF BEGINNING.

SAVE AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACTS OF LAND LYING WITHIN THE BOUNDARIES OF PUBLIC ROADS AND HIGHWAYS.

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**Parcel 3**

A PART OF THE DONATION LAND CLAIM OF REASON B. HALL AND WIFE, NOTIFICATION NO. 1621, CLAIM NO. 66 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, IN POLK COUNTY, OREGON; BEGINNING AT A POINT 34.20 CHAINS WEST OF THE SOUTHEAST CORNER OF ALEX B. MCCARTY AND WIFE D.L.C. NOTIFICATION NO. 1588, CLAIM NO. 64 AND RUNNING THENCE SOUTH 24.59 CHAINS; THENCE WEST 14.18 CHAINS; THENCE NORTH 24.65 CHAINS TO THE NORTH LINE OF THE SAID HALL D.L.C.; THENCE EAST 14.18 CHAINS TO THE PLACE OF BEGINNING.

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**Parcel 4**

BEGINNING AT THE NORTHWEST CORNER OF THE CARTER T. DAVIDSON DONATION LAND CLAIM NO. 50 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON, AND RUNNING THENCE SOUTH A DISTANCE OF 46 1/2 RODS; THENCE EAST A DISTANCE OF 39.91 CHAINS TO THE EAST BOUNDARY LINE OF SAID CLAIM; THENCE NORTH A DISTANCE OF 46 1/2 RODS TO THE NORTHEAST CORNER OF SAID CLAIM; THENCE WEST A DISTANCE OF 7.73 CHAINS TO THE SOUTHEAST CORNER OF THE THOMAS L. BOUNDS DONATION LAND CLAIM NO. 51 IN SAID TOWNSHIP AND RANGE; THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID BOUNDS CLAIM, A DISTANCE OF 15.66 CHAINS; THENCE WEST A DISTANCE OF 31.93 CHAINS; THENCE SOUTH A

Exhibit A to Statutory Warranty Deed – Olsen Vineyard Company, LLC Property (Polk County)

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DISTANCE OF 15.66 CHAINS TO THE PLACE OF BEGINNING.

SAVE AND EXCEPT ANY PORTION OF THE ABOVE TRACT OF LAND LYING WITHIN THE BOUNDARIES OF PUBLIC ROADS AND HIGHWAYS

**Parcel 5**

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 27 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON AND RUNNING THENCE EAST 9.16 CHAINS; THENCE NORTH 60 CHAINS TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION; THENCE WEST 20.375 CHAINS; THENCE SOUTH 60 CHAINS TO THE SOUTH LINE OF SAID SECTION; THENCE EAST 11.215 CHAINS TO THE PLACE OF BEGINNING.

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**Parcel 6**

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BEING IN THE DONATION LAND CLAIM OF REASON B. HALL NO. 66 IN SECTIONS 22, 23, 26 AND 27 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON; COMMENCING AT A POINT 2.00 CHAINS WEST OF THE CORNER OF SECTIONS 22, 23, 26 AND 27; THENCE WEST 28.84 CHAINS; THENCE SOUTH 30.00 CHAINS TO THE SOUTH BOUNDARY OF THE DONATION LAND CLAIM; THENCE EAST 47.84 CHAINS TO THE BANK OF THE WILLAMETTE RIVER; THENCE DOWN ALONG THE BANK OF SAID RIVER 6.25 CHAINS TO THE SOUTH LINE OF THE TOWN OF BUENA VISTA; THENCE WEST 3.15 CHAINS TO THE WEST LINE OF ALLEY IN 5TH BLOCK SOUTH OF MAIN STREET AND 3RD BLOCK EAST OF MERIDIAN STREET; THENCE NORTH 11.17 CHAINS; THENCE WEST 2.41 CHAINS; THENCE NORTH 6.24 CHAINS; THENCE WEST 13.44 CHAINS; THENCE NORTH TO THE PLACE OF BEGINNING 6.35 CHAINS.

TOGETHER WITH THOSE PORTIONS WHICH INURE BY LAW OF TWO SOUTH STREET AND MERIDIAN STREET VACATED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, OREGON VIA ORDER VACATING STREETS RECORDED NOVEMBER 7, 1969 AS DV 220-657.

SAVE AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND CONVEYED TO THE FOLLOWING DEEDS: WARRANTY DEED TO CLIFFORD CLARK AND JUDITH M. CLARK, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971, RECORDED AT VOLUME 21, PAGE 353, BOOK OF RECORDS, POLK COUNTY, OREGON ON SEPTEMBER 1, 1971 AS CORRECTED BY DEED RERECORDED TO CORRECT GRANTEE'S NAME AT VOLUME 51, PAGE 462, BOOK OF RECORDS, POLK COUNTY, OREGON ON NOVEMBER 21, 1973; BARGAIN AND SALE DEED TO LEO DRASDOFF AND MAY DRASDOFF, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971 RECORDED AT VOLUME 21, PAGE 354, BOOK OF RECORDS, POLK COUNTY, OREGON ON SEPTEMBER 1, 1971, WARRANTY DEED TO CLIFFORD CLARK AND JUDITH M. CLARK, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971, RECORDED AT VOLUME 21, PAGE 355, BOOK OF RECORDS, POLK COUNTY, OREGON ON SEPTEMBER 1, 1971.

SAVE AND EXCEPT THAT PORTION DEEDED TO RAYMOND G. HALL AND HELEN E. HALL BY BARGAIN AND SALE DEED RECORDED MARCH 21, 1977 AT VOLUME 102, PAGE 2961, POLK COUNTY, OREGON.

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**Parcel 7**

LOT NUMBERED FIVE (5), SIX (6), SEVEN (7), BLOCK NUMBERED FOUR (4), SOUTH OF MAIN STREET AND THREE (3) EAST OF MERIDIAN STREET IN BUENA VISTA, POLK COUNTY, OREGON, LOT NUMBERED TWO (2), THREE (3), AND FOUR (4) IN BLOCK NUMBERED FOUR (4), SOUTH OF MAIN STREET AND FOUR (4) EAST OF MERIDIAN STREET IN BUENA VISTA, POLK COUNTY, OREGON. LOT NUMBERED FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8) IN BLOCK NUMBERED FIVE (5), SOUTH OF MAIN STREET AND THREE (3) EAST OF MERIDIAN STREET IN BUENA VISTA, POLK COUNTY, OREGON. THE WEST ONE-HALF (W 1/2) OF BLOCK NUMBERED FIVE (5), SOUTH OF MAIN STREET AND FOUR (4) EAST OF MERIDIAN STREET IN BUENA VISTA, POLK COUNTY, OREGON.

ALSO: THAT PORTION OF THREE (3) EAST STREET AND THREE (3) SOUTH STREET VACATED WHICH PASSED TO THE OWNERSHIP OF THE ABOVE DESCRIBED LOTS AND BLOCKS BY OPERATION OF LAW. SAVE AND EXCEPT: THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND CONVEYED BY THE FOLLOWING DEEDS; WARRANTY DEED TO CLIFFORD CLARK AND JUDITH M. CLARK, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971, RECORDED AT VOLUME 21, PAGE 353, BOOK OF RECORDS, POLK COUNTY, OREGON, ON SEPTEMBER 1, 1971, AS CORRECTED BY DEED RE-RECORDED TO CORRECT GRANTEE'S NAME AT VOLUME 51, PAGE 462, BOOK OF RECORDS, POLK COUNTY, OREGON, ON NOVEMBER 21, 1973; BARGAIN AND SALE DEED TO LEO DRASDOFF AND MAY DRASDOFF, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971, RECORDED AT VOLUME 21, PAGE 354, BOOK OF RECORDS, POLK COUNTY, OREGON, ON SEPTEMBER 1, 1971, WARRANTY DEED TO CLIFFORD CLARK AND JUDITH M. CLARK, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971, RECORDED AT VOLUME 21, PAGE 355, BOOK OF RECORDS, POLK COUNTY, OREGON ON SEPTEMBER 1, 1971.

**Parcel 8**

PARCEL 2 PARTITION PLAT NO. 1998-0020, POLK COUNTY, OREGON. SAVE AND EXCEPT THAT PORTION LYING IN BENTON COUNTY.

**Parcel 9**

COMMENCING AT THE NORTHEAST CORNER OF THE DONATION LAND CLAIM OF AMON PYBURN AND WIFE, NOTIFICATION NO. 1722, CLAIM NO. 67 IN TOWNSHIP 10 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, AND RUNNING THENCE WEST 57.93 CHAINS, THENCE SOUTH 1° 9' EAST 20.78 CHAINS, THENCE EAST 57.58 CHAINS, THENCE 20.78 CHAINS TO THE PLACE OF BEGINNING. **NORTH**  
ALSO, BEGINNING 37 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID PYBURN AND WIFE DONATION LAND CLAIM, THENCE WEST 32.80 CHAINS, THENCE SOUTH 25.54 CHAINS TO THE CENTER OF SOAP CREEK, THENCE UP THE CENTER OF SOAP CREEK TO THE SOUTH LINE OF JOHN WOLVERTON'S LAND (THIS WOLVERTON'S LAND BEING A PORTION OF THE DONATION LAND CLAIM OF MRS A. PYBURN); THENCE EAST 10.80 CHAINS, THENCE NORTH 9.80 CHAINS, THENCE EAST 57.30 CHAINS, THENCE SOUTH 25.00 CHAINS TO THE PLACE OF BEGINNING, SITUATED IN THE COUNTY OF POLK, STATE OF OREGON.

EXHIBIT B  
Permitted Exceptions

1. 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.
2. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
3. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
4. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
5. Unrecorded leases or periodic tenancies.
6. Taxes for the year 2014-2015. None now due and payable.  
Code No.: 1305  
Map & Tax Lot Nos.: 094150000400; 094220000100; 094220000804; 094220000500;  
094210000600; 094270000400; 094270000100; 094230006300; 094230006400;  
104060000501; 105010000601; 104040000200  
Property ID Nos.: 212274; 212795; 567341; 212977; 212836; 212782; 567342; 213664;  
213635; 213565; 213581; 214830; 223317; 214690
7. The county tax roll discloses mobile homes on the herein described premises which is not included in title insurance coverage. Subject to requirements and provisions of O.R.S. 311.280 pertaining to mobile home taxes becoming liens on real property.
8. Restrictive Covenant, including terms and provisions thereof.  
Recorded: July 02, 2004 as Document No. 2004-010849, Book of Records
9. Easement, including terms and provisions contained therein:  
Recording Information: July 22, 2004 as Document No. 2004-011889, Book of Records  
In Favor of: PacifiCorp, an Oregon Corporation, its successors and assigns
10. Restrictive Covenant, including terms and provisions thereof.  
Recorded: July 02, 2004 as Document No. 2004-010848, Book of Records
11. Easement, including terms and provisions contained therein:  
Recording Information: Book 142 and Page 42, Book of Records  
In Favor of: Mountain State Power Company

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12. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the ordinary high water mark of Willamette River including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water mark of Willamette River.
13. All claims arising from the shifting in the course of the Willamette River, including but not limited to an assertion that some portion of said land has been removed from or brought within the boundaries thereof by avulsion, accretion, erosion, reliction or by artificial means, including fill.
14. Reservations and Conditions and Restrictions, including terms and provisions thereof.  
Recorded: November 18, 1947 Book 131 and Page 396, in Deed Records
15. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the ordinary high water mark of Soap Creek including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water mark of Soap Creek.
16. All claims arising from the shifting in the course of Soap Creek, including but not limited to an assertion that some portion of said land has been removed from or brought within the boundaries thereof by avulsion, accretion, erosion, reliction or by artificial means, including fill.
17. Easement, including terms and provisions contained therein:  
Recording Information: June 15, 2015 as Document No. 2015-005835, in Book of Records  
In Favor of: Joe T. and Lynne Rainwater
18. Easement, including terms and provisions contained therein:  
Recording Information: June 15, 2015 as Document No. 2015-005836, in Book of Records  
In Favor of: Joe T. and Lynne Rainwater

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EXHIBIT A

~~CORRECTED~~  
(CORRECTED LEGAL)

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

**POLK COUNTY TRACTS**

**PARCEL 1:**

BEGINNING AT A POINT 12.93 CHAINS WEST FROM THE SOUTHEAST CORNER OF SECTION 16 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON, AND RUNNING THENCE NORTH 35.39 CHAINS; THENCE EAST 42.04 CHAINS; THENCE SOUTH 69.32 CHAINS; THENCE WEST 48.63 CHAINS; THENCE NORTH 33.98 CHAINS AND THENCE EAST 6.77 CHAINS TO THE PLACE OF BEGINNING.

ALSO, BEGINNING AT A 12.93 CHAINS WEST AND 35.38 CHAINS NORTH FROM THE SOUTHEAST CORNER OF SECTION 16 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON AND RUNNING THENCE NORTH 24 CHAINS; THENCE EAST 42.04 CHAINS; THENCE SOUTH 24 CHAINS AND THENCE WEST 42.04 CHAINS TO THE PLACE OF BEGINNING. ALSO, LOT NUMBERED FOUR (4) AND FIVE (5) OF SECTION 16, TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, POLK COUNTY, OREGON.

SAVE AND EXCEPT THE FOLLOWING PROPERTY SOLD TO WILLIE A. HOFFMAN AND NORA LEE HOFFMAN BY DEED RECORDED IN BOOK 84, PAGE 467, POLK COUNTY RECORDS; BEGINNING AT A POINT WHICH IS ON THE WEST LINE OF AND SOUTH 0°20'29" WEST A DISTANCE OF 1284.96 FEET FROM THE NORTHWEST CORNER OF THE JOHN B. BOUNDS DONATION LAND CLAIM NO. 70 IN TOWNSHIP 9 SOUTH AND RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON; AND RUNNING THENCE NORTH 89°57'07" WEST, A DISTANCE OF 470.66 FEET; THENCE SOUTH 0°06'25" WEST 267.57 FEET TO THE NORTHERLY RIGHT-OF-WAY OF COUNTY ROAD NO. 949; THENCE SOUTH 67°33'35" EAST 32.48 FEET; THENCE SOUTH 0°06'25" WEST 330.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 89°57'07" EAST 439.91 FEET TO THE WESTERLY LINE OF SAID D.L.C. 70; THENCE NORTH 0°20'29" EAST ALONG SAID LINE 609.94 FEET TO THE TRUE PLACE OF BEGINNING.

SAVE AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACTS OF LAND LYING WITHIN THE BOUNDARIES OF PUBLIC ROADS AND HIGHWAYS.

**PARCEL 2:**

**TRACT I:**

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BEGINNING AT A POINT IN THE CENTER OF A COUNTY ROAD, SAID POINT BEING 17.180 CHAINS NORTH 0°12' WEST 3.134 CHAINS NORTH 89°48' WEST FROM THE SOUTHEAST CORNER OF THE ALEXANDER MCCARTY DONATION LAND CLAIM NO. 64 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON; THENCE NORTH 89°48' WEST 55.327 CHAINS TO A POINT ON THE WEST LINE OF SAID CLAIM, SAID POINT BEING 17.180 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID CLAIM; THENCE SOUTH 17.180 CHAINS TO THE SOUTHWEST CORNER OF SAID CLAIM; THENCE SOUTH 89°48' EAST ALONG THE SOUTH LINE OF SAID CLAIM 24.320 CHAINS TO THE NORTHEAST CORNER OF TRACT NO. 1 OF A TRACT OF LAND CONVEYED TO LELAND PRATHER BY DEED RECORDED IN VOLUME 168, PAGE 258, DEED RECORDS FOR SAID COUNTY AND STATE; THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT OF LAND 24.523 CHAINS TO THE NORTH LINE OF TRACT NO.2 OF SAID VOLUME 168, PAGE 258, THENCE NORTH 89°54' EAST ALONG THE NORTH LINE OF SAID TRACT NO. 2, 13.75 CHAINS; THENCE NORTH 1°08' WEST 12.675 CHAINS; THENCE NORTH 87°41' EAST 0.818 CHAINS; THENCE NORTH 0°49' WEST 11.985 CHAINS TO A POINT 0.240 CHAINS NORTH 0°49' WEST OF THE SOUTH LINE OF SAID MCCARTY CLAIM; THENCE SOUTH 87°53' EAST 7.140 CHAINS TO A POINT IN THE CENTER OF SAID COUNTY ROAD, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID CLAIM; THENCE ALONG THE CENTER OF SAID COUNTY ROAD AS FOLLOWS; NORTH 10°45' EAST 7.747 CHAINS; THENCE NORTH 31°33' EAST 5.640 CHAINS; THENCE NORTH 48°26' EAST 7.127 CHAINS TO THE PLACE OF BEGINNING.

SAVE AND EXCEPT: BEGINNING AT A POINT WHICH IS 12 CHAINS SOUTH FROM THE NORTHEAST CORNER OF SECTION 22 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, POLK COUNTY, OREGON, RUNNING THENCE EAST TO THE EAST BOUNDARY OF THE HIGHWAY LEADING FROM INDEPENDENCE TO BUENA VISTA; THENCE IN A SOUTHWESTERLY DIRECTION FOLLOWING THE EAST BOUNDARY OF THE HIGHWAY 4.00 CHAINS TO A POINT INTERSECTING THE SECTION LINE; THENCE NORTH TO THE PLACE OF BEGINNING.

**TRACT II:**

BEGINNING AT THE NORTHWEST CORNER OF THE REASON B. HALL AND WIFE DONATION LAND CLAIM, CLAIM NO. 66, NOTIFICATION NO. 1621, IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, POLK COUNTY, OREGON; THENCE EAST 10.14 CHAINS; THENCE SOUTH 24.648 CHAINS; THENCE WEST 10.14 CHAINS; THENCE NORTH 24.74 CHAINS TO THE PLACE OF BEGINNING.  
SAVE AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACTS OF LAND LYING WITHIN THE BOUNDARIES OF PUBLIC ROADS AND HIGHWAYS.

**PARCEL 3:**

A PART OF THE DONATION LAND CLAIM OF REASON B. HALL AND WIFE, NOTIFICATION NO. 1621, CLAIM NO. 66 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, IN POLK COUNTY, OREGON; BEGINNING AT A POINT 34.20 CHAINS WEST OF THE SOUTHEAST CORNER OF ALEX B. MCCARTY AND WIFE D.L.C. NOTIFICATION NO. 1588, CLAIM NO. 64 AND RUNNING THENCE SOUTH 24.59 CHAINS; THENCE WEST 14.18 CHAINS; THENCE NORTH 24.65 CHAINS TO THE NORTH LINE OF THE SAID HALL D.L.C.; THENCE EAST 14.18 CHAINS TO THE PLACE OF BEGINNING.

**PARCEL 4:**

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**BEGINNING AT THE NORTHWEST CORNER OF THE CARTER T. DAVIDSON DONATION LAND CLAIM NO. 50 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON, AND RUNNING THENCE SOUTH A DISTANCE OF 46 1/2 RODS; THENCE EAST A DISTANCE OF 39.91 CHAINS TO THE EAST BOUNDARY LINE OF SAID CLAIM; THENCE NORTH A DISTANCE OF 46 1/2 RODS TO THE NORTHEAST CORNER OF SAID CLAIM; THENCE WEST A DISTANCE OF 7.73 CHAINS TO THE SOUTHEAST CORNER OF THE THOMAS L. BOUNDS DONATION LAND CLAIM NO. 51 IN SAID TOWNSHIP AND RANGE; THENCE NORTH ALONG THE EAST BOUNDARY LINE OF SAID BOUNDS CLAIM, A DISTANCE OF 15.66 CHAINS; THENCE WEST A DISTANCE OF 31.93 CHAINS; THENCE SOUTH A DISTANCE OF 15.66 CHAINS TO THE PLACE OF BEGINNING.**

**SAVE AND EXCEPT ANY PORTION OF THE ABOVE TRACT OF LAND LYING WITHIN THE BOUNDARIES OF PUBLIC ROADS AND HIGHWAYS**

**PARCEL 5:**

**BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 27 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON AND RUNNING THENCE EAST 9.16 CHAINS; THENCE NORTH 60 CHAINS TO THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SAID SECTION; THENCE WEST 20.375 CHAINS; THENCE SOUTH 60 CHAINS TO THE SOUTH LINE OF SAID SECTION; THENCE EAST 11.215 CHAINS TO THE PLACE OF BEGINNING.**

**PARCEL 6:**

**BEING IN THE DONATION LAND CLAIM OF REASON B. HALL NO. 66 IN SECTIONS 22, 23, 26 AND 27 IN TOWNSHIP 9 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN POLK COUNTY, OREGON; COMMENCING AT A POINT 2.00 CHAINS WEST OF THE CORNER OF SECTIONS 22, 23, 26 AND 27; THENCE WEST 28.84 CHAINS; THENCE SOUTH 30.00 CHAINS TO THE SOUTH BOUNDARY OF THE DONATION LAND CLAIM; THENCE EAST 47.84 CHAINS TO THE BANK OF THE WILLAMETTE RIVER; THENCE DOWN ALONG THE BANK OF SAID RIVER 6.25 CHAINS TO THE SOUTH LINE OF THE TOWN OF BUENA VISTA; THENCE WEST 3.15 CHAINS TO THE WEST LINE OF ALLEY IN 5TH BLOCK SOUTH OF MAIN STREET AND 3RD BLOCK EAST OF MERIDIAN STREET; THENCE NORTH 11.17 CHAINS; THENCE WEST 2.41 CHAINS; THENCE NORTH 6.24 CHAINS; THENCE WEST 13.44 CHAINS; THENCE NORTH TO THE PLACE OF BEGINNING 6.35 CHAINS.**

**TOGETHER WITH THOSE PORTIONS WHICH INURE BY LAW OF TWO SOUTH STREET AND MERIDIAN STREET VACATED BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, OREGON VIA ORDER VACATING STREETS RECORDED NOVEMBER 7, 1969 AS DV 220-657.**

**SAVE AND EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND CONVEYED TO THE FOLLOWING DEEDS: WARRANTY DEED TO CLIFFORD CLARK AND JUDITH M. CLARK, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971, RECORDED AT VOLUME 21, PAGE 353, BOOK OF RECORDS, POLK COUNTY, OREGON ON SEPTEMBER 1, 1971 AS CORRECTED BY DEED RERECORDED TO CORRECT GRANTEE'S NAME AT VOLUME 51, PAGE 462, BOOK OF RECORDS, POLK COUNTY, OREGON ON**

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NOVEMBER 21, 1973; BARGAIN AND SALE DEED TO LEO DRASDOFF AND MAY DRASDOFF, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971 RECORDED AT VOLUME 21, PAGE 354, BOOK OF RECORDS, POLK COUNTY, OREGON ON SEPTEMBER 1, 1971, WARRANTY DEED TO CLIFFORD CLARK AND JUDITH M. CLARK, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971, RECORDED AT VOLUME 21, PAGE 355, BOOK OF RECORDS, POLK COUNTY, OREGON ON SEPTEMBER 1, 1971.

SAVE AND EXCEPT THAT PORTION DEEDED TO RAYMOND G. HALL AND HELEN E. HALL BY BARGAIN AND SALE DEED RECORDED MARCH 21, 1977 AT VOLUME 102, PAGE 2961, POLK COUNTY, OREGON.

**PARCEL 7:**

LOT NUMBERED FIVE (5), SIX (6), SEVEN (7), BLOCK NUMBERED FOUR (4), SOUTH OF MAIN STREET AND THREE (3) EAST OF MERIDIAN STREET IN BUENA VISTA, POLK COUNTY, OREGON, LOT NUMBERED TWO (2), THREE (3), AND FOUR (4) IN BLOCK NUMBERED FOUR (4), SOUTH OF MAIN STREET AND FOUR (4) EAST OF MERIDIAN STREET IN BUENA VISTA, POLK COUNTY, OREGON. LOT NUMBERED FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8) IN BLOCK NUMBERED FIVE (5), SOUTH OF MAIN STREET AND THREE (3) EAST OF MERIDIAN STREET IN BUENA VISTA, POLK COUNTY, OREGON. THE WEST ONE-HALF (W 1/2) OF BLOCK NUMBERED FIVE (5), SOUTH OF MAIN STREET AND FOUR (4) EAST OF MERIDIAN STREET IN BUENA VISTA, POLK COUNTY, OREGON.

ALSO: THAT PORTION OF THREE (3) EAST STREET AND THREE (3) SOUTH STREET VACATED WHICH PASSED TO THE OWNERSHIP OF THE ABOVE DESCRIBED LOTS AND BLOCKS BY OPERATION OF LAW.

SAVE AND EXCEPT: THAT PORTION OF THE ABOVE DESCRIBED TRACT OF LAND CONVEYED BY THE FOLLOWING DEEDS; WARRANTY DEED TO CLIFFORD CLARK AND JUDITH M. CLARK, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971, RECORDED AT VOLUME 21, PAGE 353, BOOK OF RECORDS, POLK COUNTY, OREGON, ON SEPTEMBER 1, 1971, AS CORRECTED BY DEED RE-RECORDED TO CORRECT GRANTEE'S NAME AT VOLUME 51, PAGE 462, BOOK OF RECORDS, POLK COUNTY, OREGON, ON NOVEMBER 21, 1973; BARGAIN AND SALE DEED TO LEO DRASDOFF AND MAY DRASDOFF, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971, RECORDED AT VOLUME 21, PAGE 354, BOOK OF RECORDS, POLK COUNTY, OREGON, ON SEPTEMBER 1, 1971, WARRANTY DEED TO CLIFFORD CLARK AND JUDITH M. CLARK, HUSBAND AND WIFE, EXECUTED ON AUGUST 26, 1971, RECORDED AT VOLUME 21, PAGE 355, BOOK OF RECORDS, POLK COUNTY, OREGON ON SEPTEMBER 1, 1971.

**PARCEL 8:**

PARCEL 2 PARTITION PLAT NO. 1998-0020, POLK COUNTY, OREGON. SAVE AND EXCEPT THAT PORTION LYING IN BENTON COUNTY.

**PARCEL 9:**

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JUL 23 2018

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COMMENCING AT THE NORTHEAST CORNER OF THE DONATION LAND CLAIM OF AMON PYBURN AND WIFE, NOTIFICATION NO. 1722, CLAIM NO. 67 IN TOWNSHIP 10 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, AND RUNNING THENCE WEST 57.93 CHAINS, THENCE SOUTH 1° 9' EAST 20.78 CHAINS, THENCE EAST 57.58 CHAINS, THENCE NORTH 20.78 CHAINS TO THE PLACE OF BEGINNING. ALSO, BEGINNING 37 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID PYBURN AND WIFE DONATION LAND CLAIM, THENCE WEST 32.80 CHAINS, THENCE SOUTH 25.54 CHAINS TO THE CENTER OF SOAP CREEK, THENCE UP THE CENTER OF SOAP CREEK TO THE SOUTH LINE OF JOHN WOLVERTON'S LAND (THIS WOLVERTON'S LAND BEING A PORTION OF THE DONATION LAND CLAIM OF MRS A. PYBURN); THENCE EAST 10.80 CHAINS, THENCE NORTH 9.80 CHAINS, THENCE EAST 57.30 CHAINS, THENCE SOUTH 25.00 CHAINS TO THE PLACE OF BEGINNING, SITUATED IN THE COUNTY OF POLK, STATE OF OREGON.

NOTE: THIS LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.

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After recording return to:

Jack Platt

11070 Oak Hill Road

Independence, OR 97351

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

Jack Platt

11070 Oak Hill Road

Independence, OR 97351

Escrow No. 01-145157

Title No. 034669P

SWD T.020212

RECORDED IN POLK COUNTY	<b>2015-002560</b>
Valerie Unger, County Clerk	03/23/2015 09:42:14 AM
REC-WD      Cnt=1    Stn=11    K. WILLIAMS	\$56.00
\$10.00 \$11.00 \$10.00 \$5.00 \$20.00	

**STATUTORY WARRANTY DEED**

**David F. Setniker and Joan C. Setniker, as tenants by the entirety,**

**RECEIVED**

Grantor(s), hereby convey and warrant to

JUL 23 2018

**Jack Platt and Marilyn Platt, as tenants by the entirety,**

**OWRD**

Grantee(s), the following described real property in the County of **POLK** and State of Oregon free of encumbrances except as specifically set forth herein:

Beginning at a point which is 82.00 feet West and 762.00 feet North 84°24' West and 4.45 feet South 82°08' West and 228.01 feet North 0°03' East from the Southeast corner of Section 22 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; thence North 0°03' East 1348.74 feet to the Northeast corner of a tract of land conveyed to Dane J. Purvine, et ux, by deed recorded in Volume 196, Page 91, Deed Records for Polk County, Oregon; thence South 89°06' West 1218.00 feet to the Northwest corner of said Purvine tract; thence South 0°12' East, along the West line of said Purvine tract, 1369.00 feet to an iron pipe at the Northwest corner of a tract of land conveyed to Ernest Hopkins, et ux, by deed recorded in Volume 37, Page 555, Book of Records for Polk County, Oregon; thence North 88°09' East 352.00 feet more or less to the Northeast corner of a tract of land conveyed to David Allan Griffith, by deed recorded in Volume 68, Page 99, Book of Records for Polk County, Oregon; thence along the East line of said Griffith tract South 0°12' East 238.00 feet to the North line of Market Road No. 17; thence North 88°09' East, 60.60 feet along the North line of said Market Road No. 17 to the Southwest corner of a tract of land conveyed to Jesse L. Haddon, by deed recorded in Volume 64, Page 537, Book of Records for Polk County, Oregon; thence North 0°12' West 238.00 feet along the West line of said Haddon tract to the Northwest corner thereof; thence North 88°09' East 799.43 feet to the point of beginning.

The true and actual consideration for this conveyance is **PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALF OF GRANTOR/GRANTEE.**

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

Amertitle 034669P/145157TW

5-88645



After recording return to:

Jack Platt

11070 Oak Hill Road

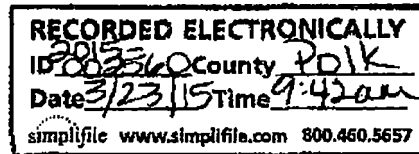
Independence, OR 97351

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

Jack Platt

11070 Oak Hill Road

Independence, OR 97351



Escrow No. 01-145157

Title No. 034669P

SWD r.020212

STATUTORY WARRANTY DEED

David F. Setniker and Joan C. Setniker, as tenants by the entirety,

Grantor(s), hereby convey and warrant to

Jack Platt and Marilyn Platt, as tenants by the entirety,

Grantee(s), the following described real property in the County of POLK and State of Oregon free of encumbrances except as specifically set forth herein:

Beginning at a point which is 82.00 feet West and 762.00 feet North 84°24' West and 4.45 feet South 82°08' West and 228.01 feet North 0°03' East from the Southeast corner of Section 22 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; thence North 0°03' East 1348.74 feet to the Northeast corner of a tract of land conveyed to Dane J. Purvine, et ux, by deed recorded in Volume 196, Page 91, Deed Records for Polk County, Oregon; thence South 89°06' West 1218.00 feet to the Northwest corner of said Purvine tract; thence South 0°12' East, along the West line of said Purvine tract, 1369.00 feet to an iron pipe at the Northwest corner of a tract of land conveyed to Ernest Hopkins, et ux, by deed recorded in Volume 37, Page 555, Book of Records for Polk County, Oregon; thence North 88°09' East 352.00 feet more or less to the Northeast corner of a tract of land conveyed to David Allan Griffith, by deed recorded in Volume 68, Page 99, Book of Records for Polk County, Oregon; thence along the East line of said Griffith tract South 0°12' East 238.00 feet to the North line of Market Road No. 17; thence North 88°09' East, 60.60 feet along the North line of said Market Road No. 17 to the Southwest corner of a tract of land conveyed to Jesse L. Haddon, by deed recorded in Volume 64, Page 537, Book of Records for Polk County, Oregon; thence North 0°12' West 238.00 feet along the West line of said Haddon tract to the Northwest corner thereof; thence North 88°09' East 799.43 feet to the point of beginning.

The true and actual consideration for this conveyance is PURSUANT TO AN IRC 1031 TAX DEFERRED EXCHANGE ON BEHALF OF GRANTOR/GRANTEE.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

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JUL 23 2018

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AmeriTitle 034669P/145157TW

S-88645

AFTER RECORDING RETURN TO:  
Mr. & Mrs. David and Beverly Lundquist  
132 Alohe Place  
Pukalani, HI 96788

SEND TAX STATEMENTS TO:  
Mr. & Mrs. David and Beverly Lundquist  
132 Alohe Place  
Pukalani, HI 96788

CONSIDERATION: \$300,000.00

RECORDED IN POLK COUNTY  
Valerie Unger, County Clerk

2004-016952

\$46.00

00119015200400169520050058 10/21/2004 12:29:31 PM

REC-CON Cnt=1 Str=1 A. CAPTAIN  
\$25.00 \$10.00 \$11.00

NOTICE OF CONTRACT FOR SALE OF REAL PROPERTY

TAKE NOTICE that the following described real property, to wit:

See Exhibit A, attached hereto and by reference incorporated herein.

-- has been sold by means of a land sales contract dated the 18 day of Oct, 2004, between the undersigned parties.

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 consideration for the sale as stated in said contract is \$300,000.00.

SELLER:

MAY JANE DRAZDOFF REVOCABLE  
LIVING TRUST, DATED DECEMBER 30,  
1993, AND AS AMENDED JULY 24, 1998,  
AND JULY 24, 2003

*May Jane Drazdoff to*  
May Jane Drazdoff, Trustee

PURCHASERS:

*DL*  
David Lundquist

*Beverly A. Lundquist*  
Beverly A. Lundquist

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JUL 23 2018

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Notice of Contract for Sale of  
Real Property

Page 1 of 5

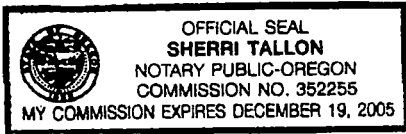
FIRST AMERICAN TITLE 439589

5-88645



STATE OF OREGON, )  
 ) ss.  
County of Polk. )

The foregoing instrument was acknowledged before me this 20 day of Oct, 2004, by May Jane Drazdoff, Trustee of the May Jane Drazdoff Revocable Living Trust, dated December 30, 1993, and as amended July 24, 1998, and July 24, 2003



*Sherri Tallon*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 12/19/05

STATE OF HAWAII, )  
 ) ss.  
County of Maui )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 2004, by David Lundquist.

*Ann Marie Gustafson*  
NOTARY PUBLIC FOR HAWAII  
My Commission Expires: Aug. 06, 2008

↳

STATE OF HAWAII, )  
 ) ss.  
County of Maui )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 2004, by Beverly A. Lundquist.

*Ann Marie Gustafson*  
NOTARY PUBLIC FOR HAWAII  
My Commission Expires: Aug. 06, 2008

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H:\M\ Drazdoff\NoticeLundquist

JUL 23 2018

Notice of Contract for Sale of Real Property

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EXHIBIT A

Lots 1 and 8, Block 1 South 4 East, BUENA VISTA, Polk County, Oregon, including that portion of Park Street and Ally vacated by order of vacation recorded December 23, 1969 in Book 1, Page 1, Book of Records for Polk County, Oregon, together with a nonexclusive, permanent easement on Lot 6, Block 1 South 3 East, BUENA VISTA, Polk County, Oregon, including that portion of Park Street vacated by order of vacation recorded December 23, 1969 in Book 1, Page 1, Book of Records for Polk County, Oregon, for a 375 linear foot septic drainfield replacement area and setbacks, for the construction, maintenance, use and repair of a replacement individual water carried on site sewage replacement disposal system, which shall be appurtenant to and run with said Lots 1 and 8, at the approximate location shown on page 5 hereof, which is attached hereto and by this reference incorporated herein.

Lots 2 and 7, Block 1 South 4 East, BUENA VISTA, Polk County, Oregon, including that portion of Park Street and Ally vacated by order of vacation recorded December 23, 1969 in Book 1, Page 1, Book of Records for Polk County, Oregon, together with a nonexclusive, permanent easement on Lot 3, Block 1 South 3 East, BUENA VISTA, Polk County, Oregon, including that portion of Park Street vacated by order of vacation recorded December 23, 1969 in Book 1, Page 1, Book of Records for Polk County, Oregon, for a 375 linear foot septic drainfield replacement area and setbacks, for the construction, maintenance, use and repair of a replacement individual water carried on site sewage replacement disposal system, which shall be appurtenant to and run with said Lots 2 and 7, at the approximate locations shown on page 5 hereof, which is attached hereto and by this reference incorporated herein.

Lots 3 and 6, Block 1 South 4 East, BUENA VISTA, Polk County, Oregon, including that portion of Park Street and Ally vacated by order of vacation recorded December 23, 1969 in Book 1, Page 1, Book of Records for Polk County, Oregon, together with a nonexclusive, permanent easement on Lot 5, Block 1 South 3 East, BUENA VISTA, Polk County, Oregon, for a 375 linear foot septic drainfield and setbacks, for the construction, maintenance, use and repair of an individual water carried on site sewage disposal system and a nonexclusive, permanent easement on Lot 4, Block 1 South 3 East, BUENA VISTA, Polk County, Oregon, including that portion of Park Street vacated by order of vacation recorded December 23, 1969 in Book 1, Page 1, Book of Records for Polk County, Oregon, for a 375 linear foot septic drainfield replacement area and setbacks, for the construction, maintenance, use and repair of a replacement individual water carried on site sewage replacement disposal system, both of which said easements shall be appurtenant to and run with said Lots 3 and 6, at the approximate locations shown on page 5 hereof, which is attached hereto and by this reference incorporated herein.

Seller covenants and agrees that said Lots 3, 4, 5, and 6, Block 1 South 3 East, BUENA VISTA, Polk County, Oregon, including that portion of Park Street vacated by order of vacation recorded December 23, 1969 in Book 1, Page 1, Book of Records for Polk County, Oregon shall not be used for any purpose detrimental to a septic drainfield or contrary to laws and rules of governmental agencies applicable or related to septic drainfields and grants unto the State of Oregon the right for its officers, agents,

Notice of Contract for Sale of  
Real Property

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employees and representatives to enter and inspect, including by excavation, said septic drainfields, including setbacks.

Together with a 40 foot wide nonexclusive, permanent easement for access, egress, and utility lines on the West side of the West boundary of the above-described Lots 1, 2, and 3, which said easement shall be appurtenant to and run with each of the above-described Lots 1 & 8, 2 & 7, 3 & 6, Block 1 South 4 East, BUENA VISTA, Polk County, Oregon, including that portion of Park Street and Alley vacated by order of vacation recorded December 23, 1969 in Book 1, Page 1, Book of Records for Polk County, Oregon, with the right to construct, maintain, use, and repair a road and utilities.

Reserving, however, unto Lot 7 in Block 1 South 3 East, BUENA VISTA, Polk County, Oregon, together with that portion of Park Street vacated by order of vacation recorded December 23, 1969 in Book 1, Page 1, Book of Records for Polk County, Oregon, a permanent restrictive easement preventing the construction, placement, or maintenance of any building, structure, or any other object whatsoever, or part thereof, which exceeds 35 feet in height, measured pursuant to the Polk County Zoning Ordinance, which said easement shall be appurtenant to and run with said Lot 7 and shall burden Lots 1 and 8, 2 and 7, 3 and 6, Block 1 South 4 East, BUENA VISTA, Polk County, Oregon, including that portion of Park Street vacated by order of vacation recorded December 23, 1969 in Book 1, Page 1, Book of Records for Polk County, Oregon.

SUBJECT TO:

(1) Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of Willamette River and the ownership of the State of Oregon in that portion lying below the high water mark of Willamette River.

(2) Governmental rights in connection with flood control and propagation of anadromous fish and public rights of fishing and recreational navigation in and to the water, bed and shoreline of the Willamette River.

(3) Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Willamette River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.

(4) Easements for utilities over and across the premises formerly included within the boundaries of Park Street and Alley now vacated, if any such exists.

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Until a change is requested, all tax statements shall be sent to:

NO CHANGE

After recording return to:

Joseph E. Penna  
207 W. Main Street  
Monmouth OR 97361

RECORDED IN POLK COUNTY	<b>2014-003034</b>
Valerie Unger, County Clerk	04/17/2014 04:16:28 PM
REC-WD Cnt=1 Str=2 K. WILLIAMS	\$56.00
\$10.00 \$11.00 \$10.00 \$5.00 \$20.00	

True Consideration: \$ 10.00

**WARRANTY DEED**

I, Joseph E. Penna, Successor Trustee of the May Jane Drazdoff Revocable Living Trust dated December 30, 1993, as GRANTOR, for valuable consideration, do hereby GRANT, BARGAIN, SELL and CONVEY unto Terry Drazdoff, as GRANTEE, all of the real property described as follows:

*See attached Exhibit A which is made a part hereof*

~~Parcel 1: Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7) in Block One No. (1) South of Main Street and Block Three (3) East of Meridian Street in the town of Buena Vista, County of Polk, State of Oregon.~~

~~Parcel 2: Lot 8 (8), Block One (1), South of Main Street, 3 East of Meridian Street, Town of Buena Vista, County of Polk, State of Oregon.~~

TO HAVE AND TO HOLD the same unto said GRANTEE, his heirs and assigns and the GRANTOR hereby covenants with GRANTEE, his heirs and assigns that GRANTOR are lawfully seized in fee simple of said premises, free from all encumbrances except those stated herein and that GRANTORS will warrant and forever defend said premises against the lawful claims and demands of all persons, except those claiming under the above described encumbrances.

THE TRUE AND ACTUAL CONSIDERATION paid for this transfer is the sum of \$10.00.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this 24 day of June, 2013.

*[Signature]*  
Joseph E. Penna, Successor Trustee  
Of the May Jane Drazdoff Revocable  
Living Trust, Grantor

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JUL 23 2018

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STATE OF OREGON )  
County of Polk ) ss:

On the date last above written, personally appeared Joseph E. Penna, Successor Trustee of the May Jane Drazdoff Revocable Living Trust, GRANTOR, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

 <p>OFFICIAL SEAL FRANCES I HARRIS NOTARY PUBLIC - OREGON COMMISSION NO. 473004 MY COMMISSION EXPIRES NOVEMBER 14, 2016</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

*[Signature]*  
Notary Public for Oregon

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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 ACCEPTING FEE TITLE TO**

This document is recorded as an acknowledgment. No liability is accepted for the condition of title or for the validity, sufficiency or effect of this document.

5-88645

**Exhibit "A"**

**Tract I:**

**Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7) in Block One No. (1) South of Main Street and Block Three (3) East of Meridian Street in the town of Buena Vista, County of Polk, and State of Oregon**

**TOGETHER WITH that portion of vacated Main Street, Riverview Street, Cherry Street, Park Street, and alley that would inure to said property by operation of law.**

**(09S-04W-23C TL#5500)**

**TRACT II:**

**Lot Eight (8) in Block One (1) South of Main Street, 3 East of Meridian Street, Town of Buena Vista, County of Polk, and State of Oregon**

**TOGETHER WITH that portion of vacated Main Street, Park Street, and alley that would inure to said property by operation of law.**

**(09S-04W-23C TL#5501)**

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JUL 23 2018

OWRD

GRANTOR'S DEED TO LIVING TRUST

WILLIAM H. RHOTEN and HELEN M. RHOTEN, Grantors, hereby grants, bargains, sells and conveys unto the said grantee WILLIAM H. RHOTEN and HELEN M. RHOTEN, as Trustees for the RHOTEN FAMILY TRUST, their assigns and successors, all of the following described real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining situated in the County of POLK to wit:

See the attached Legal Land Description, "EXHIBIT "A".

TO HAVE AND TO HOLD the above described and granted premises unto the said grantee, their assigns, forever.

And the grantor above named hereby covenants to and with the above named grantee, their heirs and assigns that grantor is lawfully seized in fee simple of said premises subject only to encumbrance of record on the date hereof.

The true and actual consideration paid for this transfer, stated in terms of United States of America dollars, is a transfer to the grantor's Trust by gift.

In construing this deed, and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

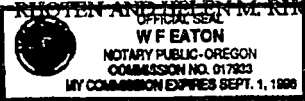
IN WITNESS WHEREOF, the grantor has executed this instrument on the date below written. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED HEREIN IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Dated this 11/16/92 16<sup>th</sup> day of April, 1993.

William H. Rhoten / Helen M. Rhoten  
WILLIAM H. RHOTEN / HELEN M. RHOTEN

STATE OF OREGON )  
 ) ss.  
County of POLK )

This instrument was acknowledged before me on April 16, 1993, by WILLIAM H. RHOTEN AND HELEN M. RHOTEN.



W. J. Eaton  
Notary Public for Oregon  
My commission expires 9/1/96

WILLIAM H. RHOTEN  
AND HELEN M. RHOTEN  
11425 ONE WEST  
INDEPENDENCE, OR 97351  
(Grantor's Name and Address)

WILLIAM H. RHOTEN  
AND HELEN M. RHOTEN  
11425 ONE WEST  
INDEPENDENCE, OR 97351  
(Grantee's Name and Address)

After recording return to:  
WILLIAM H. RHOTEN  
AND HELEN M. RHOTEN  
11425 ONE WEST  
INDEPENDENCE, OR 97351

Mail all tax statements to:  
NO CHANGE

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JUL 23 2018

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S-88645

EXHIBIT "A"  
LEGAL LAND DESCRIPTION

TRACT A: The southerly 296 feet of that real property described in deed to Wilbur W. Gray and Leah E. Gray, husband and wife, from Leland Prather and Evadna Prather, husband and wife, recorded February 15, 1960, at Book 173, Page 255, Polk County, Oregon, Deed Records.

TRACT B: Beginning at a point 50 feet north of the southeast corner of TRACT A described above; thence North 246.0 feet; thence East 262.02 feet; thence South 246.0 feet; thence West 262.02 feet to the place of beginning.

ALSO in the Town of Buena Vista: The West one-half of Lot 7 in Block 1 south of Main Street and 2 West of Meridian Street.

ALSO: Lot 8 in said Block 1.

ALSO: Fractional Lot 7 described as beginning at the southeast corner of said Lot 8; thence south 82 feet along the street line; West 78 feet; East 78 feet to the place of beginning.

TOGETHER WITH: All of that property accreting to the above described premises by virtue of that Order of Vacation entered by the County Court of Polk county, Oregon, December 18, 1959.

371762

STATE OF OREGON )  
County of Polk ) ss.

FILED  
POLK COUNTY OREGON

I hereby certify that the within was received and duly recorded by me in Polk County records:

'93 MAY -3 P2:43

B.O.R. 267 Page 1227

LINDA DAWSON  
COUNTY CLERK  
BWD DEPUTY

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BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR POLK COUNTY, OREGON

1  
2 In the Matter of )  
3 Vacating of Right-of-Way )  
4 On or near )  
5 One West, Buena Vista )

ORDER NO. 01-10

6 WHEREAS, at a regularly scheduled public meeting on July 17, 2001 the Public Works  
7 Director recommended the partial vacation of Main Street, One West Street and One South  
8 Street in the Town of Buena Vista, more particularly described in Exhibit "A"; and

9 WHEREAS, ORS 368.326 to 368.366 specifies a procedure, to which county  
10 government is adhering, in the partial vacation of public streets; and

11 WHEREAS, the proposed partial vacation of these streets is in the best interest of the  
12 county; now, therefore,

THE POLK COUNTY BOARD OF COMMISSIONERS ORDERS AS FOLLOWS:

- 13 1) Those portions of Main Street, One West Street, and One South Street in the  
14 Town of Buena Vista, which is described in Exhibit "A", are hereby vacated.
- 15 2) This Order shall be filed with the County Clerk and copies submitted to the  
16 County Surveyor, County Assessor and the County Road Official.

17 DATED this 18th day of July 2001, at Dallas, Oregon.

POLK COUNTY BOARD OF COMMISSIONERS RECEIVED

*Ron Dodge*  
Ron Dodge, Chairman

JUL 23 2018

*Mike Propes*  
Mike Propes, Commissioner

OWRD

*Tom Ritchey*  
Tom Ritchey, Commissioner

23 Approved as to Form

24 *David Doyle*  
25 David Doyle  
26 County Counsel

RECORDED IN POLK COUNTY  
LINDA DAWSON, COUNTY CLERK

2001-009311



\$51.00

07/18/2001 03:09:21 PM

REC-VAC Cnt=1 Stn=1 CAPTAIA  
\$20.00 \$20.00 \$11.00

011427

POLK COUNTY COUNSEL  
Polk County Courthouse - Dallas, Oregon 97338  
Telephone: 503-623-8173

S-88645



**EXHIBIT "A"**

All that portion of Main Street, One West Street and One South Street in the Town of Buena Vista filed in the County Surveyor's Office as County Survey No. 9432 and located in Township 9 South Range 4 West of the Willamette Meridian, Polk County, Oregon and more particularly described as follows:

Beginning at the Southeast corner of Lot 5 in Block One South Two West of the Town of Buena and traveling west 79 feet, along the Southerly boundary of said Lot 5, to a point;  
thence South 30 feet to a point;  
thence East 104 feet, parallel with and 30 feet from said Southerly boundary of Lot 5, to a point;  
thence North 428 feet, parallel with and 25 feet from the East boundary of Block One North One West, to a point;  
thence East 221 feet to a point;  
thence North 30 feet to the Southwest corner of Lot 4 in Block One North One West;  
thence along the South boundary of said Lot 4 246 feet to the Southwest corner of Lot 5 of One North Two West;  
thence South, along the east boundary of Block One South Two West, 428 feet to the point of beginning.

**Also**, all that portion of Main Street, One West Street and One South Street in the Town of Buena Vista filed in the County Surveyor's Office as County Survey No. 9432 and located in Township 9 South Range 4 West of the Willamette Meridian, Polk County, Oregon and more particularly described as follows:

Beginning at the Southwest corner of Lot 4 in Block One South One West of the Town of Buena Vista and traveling East 85 feet, along the southerly boundary of said Lot 4, to a point,  
thence South 20 feet to a point,  
thence West 110 feet, parallel with and 20 feet from the southerly boundary of said Lot 4, to a point.  
thence North 368 feet, parallel with and 25 feet from the West boundary of Block One South One West, to a point;  
thence East 181 feet, parallel with and 20 feet from the north boundary of Lot 1 in One South One West, to a point;  
thence South 20 feet to the Northeast corner of said Lot 1;  
thence West 156 feet along the North boundary of said lot to the Northwest corner thereof;  
thence South 328 feet along the west boundary of said block to the point of beginning.

**Save and Except** those prescriptive rights afforded to existing permitted utilities within said vacated streets.

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011428




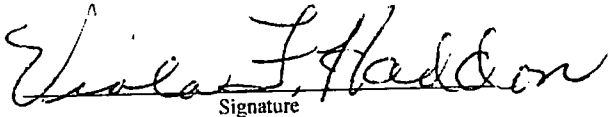
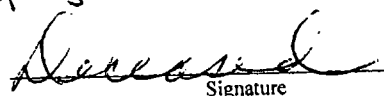

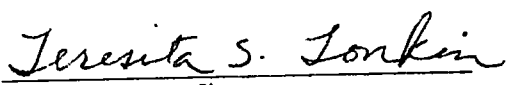
S-00645

# PETITION TO VACATE

We, the undersigned, are the sole property holders that surround or abut the affected portion of:

A street known as One West, located north of One South and south of Main Street in the town of Buena Vista, located in Township 09S, Range 04W and section 23 of Polk County, Oregon.

Please vacate the Right of Way as indicated on the attached map.

<u>Name &amp; Address</u>	<u>Tax Lot</u>	<u>Signature</u>
1. Steve Baca 11503 Buena Vista Road Independence, OR 97351	9 4 23 4101	 Signature
2. Karen Baca 11503 Buena Vista Road Independence, OR 97351	9 4 23 4101	 Signature
3. Rhoten Family Trust 11425 One West Street Independence, OR 97351	9 4 23 4200	 Signature
4. Viola Haddon 11430 First Street Independence, OR 97351	9 4 23 4300	 Signature
5. Mildred Elliott 11430 First Street Independence, OR 97351	9 4 23 4300	Property transferred to Viola Haddon as sole owner. TRS  Signature
6. David Tonkin 11501 Buena Vista Road Independence, OR 97351	9 4 23 4400	 Signature
7. Teresita Tonkin 11501 Buena Vista Road Independence, OR 97351	9 4 23 4400	 Signature

Contact Person: Tony Snyder  
820 SW Ash Street  
Dallas, OR 97338

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JUL 23 2018

OWRD

011425

## EXHIBIT "A"

## PARCEL I

Beginning at an iron rod which is 446.42 feet East and 580.50 feet South from the Northeast corner of the Medder Vanderpool Donation Land Claim No. 63 in Township 9 South, Range 4 West of the Willamette meridian in Polk County, Oregon; thence South 119.35 feet to an iron rod which is 236.03 feet North from the South line of Section 16; thence West 103.00 feet to an iron rod; thence South 236.03 feet to an iron rod on the South line of said Section 16; thence West 343.42 feet to the East line of said Vanderpool Claim; thence South, along the East line of said Vanderpool Claim, 1291.5 feet to a point on the East line of Market Road No. 9; thence Northwesterly along the East line of said Market Road to an iron rod which bears West from the point of beginning; thence East 803.6 feet to the point of beginning.

Real Property Tax Account No.: 13-05 9416 602  
Situs Address as described by Polk County Tax Roll: None disclosed

## PARCEL II

A part of the Donation Land Claim of Thomas L. Bounds, Notification No. 1570, Claim No. 51 in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon, and described as follows, to-wit: Beginning at the Northeast corner of the said Claim, running thence South 64.60 chains; thence West 31.93 chains; thence North 65.01 chains, thence East 31.93 chains to the place of beginning.

Real Property Tax Account No.: 13-05 9421 100  
Situs Address as described by Polk County Tax Roll: 11995 Oak Hill Rd.  
Independence, OR 97351

## PARCEL III

Beginning at the Southeast corner of the Donation Land Claim of Carter T. Davidson, Notification NO. 1554, Claim No. 50, in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; running thence North 68.545 chains; thence West 39.91 chains; thence South 68.545 chains; thence East 39.91 chains to the place of beginning.

EXCEPTING THEREFROM that portion of the herein described property conveyed to Polk County, Oregon, by deed recorded July 12, 1960, in Book 174, Page 532 and 534, Deed Records for Polk County, Oregon.

Real Property Tax Account No.: 13-05 9428 200  
Situs Address as described by Polk County Tax Roll: None disclosed

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## PARCEL IV

A parcel of land in Section 28, Township 9 South, Range 4 West of the Willamette Meridian, Polk County, Oregon, described as follows: Beginning at an iron pipe on the South boundary of Market Road #9, said iron pipe being located South 2945.4 feet and North 89 degrees 28 minutes West 552.3 feet from an iron pipe which marks the Northeast corner of the C.T. Davidson D.L.C. No. 50, in Township 9 South, Range 4 West of the Willamette Meridian, Polk County, Oregon; thence South 0 degrees 32 minutes West 200.0 feet to an iron pipe; thence North 89 degrees 28 minutes West 300.0 feet to an iron pipe; thence North 0 degrees 32 minutes East 200.0 feet to an iron pipe on the South boundary of said Market Road; thence South 89 degrees 28 minutes East 300.0 feet to the place of beginning.

Real Property Tax Account No.: 13-05 9428 201

Situs Address as described by Polk County Tax Roll: 12070 Corvallis Rd.  
Independence, OR 97351

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35815.322

2018 07 23

S-88645

*Dessert Seed Land  
coal Hubers*

SUBJECT TO:

1. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for previous years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given. (Affects Parcels II & III)

2. The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways.

3. An easement created by instrument, including the terms and provisions thereof,

Dated: February 27, 1923  
Recorded: April 18, 1923, in Volume 78, Page 85,  
Deed Records, Polk County, Oregon  
In favor of: Mountain States Power Company  
For: Right of way

4. An easement created by instrument, including the terms and provisions thereof,

Dated: June 13, 1978  
Recorded: July 6, 1978, in Book 130, Page 873,  
Book of Records, Polk County, Oregon  
In favor of: Luckiamute Domestic Water Cooperative, an Oregon cooperative corporation  
For: Water pipeline  
Affects: Parcel I, the Northerly 5 feet

5. An easement created by instrument, including the terms and provisions thereof,

Dated: April 26, 1968  
Recorded: June 27, 1968, in Book 211, Page 307,  
Deed Records for Polk County, Oregon  
In favor of: Pacific Power & Light Co.  
For: Electrical transmission line  
Affects: Parcel II

6. An easement created by instrument, including the terms and provisions thereof,

Dated: June 15, 1970  
Recorded: June 23, 1970, in Book 6, Page 94,  
Book of Records for Polk County, Oregon  
In favor of: Pacific Power & Light Co.  
For: Electrical transmission line  
Affects: Parcel II

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7. An easement created by instrument, including the terms and provisions thereof,

Dated: April 30, 1971  
Recorded: May 27, 1971, in Book 16, Page 950,  
Book of Records for Polk County, Oregon.  
In favor of: Pacific Power & Light Co.  
For: Electrical transmission line  
Affects: Parcel II

8. Certificate of water right by and between the State of Oregon and Dessert Seed Company, Inc., including the terms and provisions therein, recorded March 17, 1975, in Book 69, Page 160 Book of Records for Polk County, Oregon.

9. Certificate of water right by and between the State of Oregon and Dessert Seed Company, Inc., including the terms and provisions therein for Kreder Reservoir, recorded March 17, 1975, in Book 69, Page 183 Book of Records for

5-88645

Dated: February 27, 1923  
Recorded: April 18, 1923, in Volume 78, Page 88,  
Deed Records, Polk County, Oregon  
In favor of: Mountain States Power Company  
For: Right of way

4. An easement created by instrument, including the terms and provisions thereof,

Dated: June 13, 1978  
Recorded: July 6, 1978, in Book 130, Page 873,  
Book of Records, Polk County, Oregon  
In favor of: Luckiamute Domestic Water Cooperative, an Oregon cooperative corporation  
For: Water pipeline  
Affects: Parcel I, the Northerly 5 feet

5. An easement created by instrument, including the terms and provisions thereof,

Dated: April 26, 1968  
Recorded: June 27, 1968, in Book 211, Page 307,  
Deed Records for Polk County, Oregon  
In favor of: Pacific Power & Light Co.  
For: Electrical transmission line  
Affects: Parcel II

6. An easement created by instrument, including the terms and provisions thereof,

Dated: June 15, 1970  
Recorded: June 23, 1970, in Book 6, Page 94,  
Book of Records for Polk County, Oregon  
In favor of: Pacific Power & Light Co.  
For: Electrical transmission line  
Affects: Parcel II

7. An easement created by instrument, including the terms and provisions thereof,

Dated: April 30, 1971  
Recorded: May 27, 1971, in Book 16, Page 950,  
Book of Records for Polk County, Oregon.  
In favor of: Pacific Power & Light Co.  
For: Electrical transmission line  
Affects: Parcel II

8. Certificate of water right by and between the State of Oregon and Dessert Seed Company, Inc., including the terms and provisions therein, recorded March 17, 1975, in Book 69, Page 160 Book of Records for Polk County, Oregon.

9. Certificate of water right by and between the State of Oregon and Dessert Seed Company, Inc., including the terms and provisions therein for Kreder Reservoir, recorded March 17, 1975, in Book 69, Page 183 Book of Records for Polk County, Oregon.

10. Certificate of water right by and between the State of Oregon and Dessert Seed Company, Inc., including the terms and provisions therein, recorded March 17, 1975, in Book 69, Page 185 Book of Records for Polk County, Oregon.

11. An easement created by instrument, including the terms and provisions thereof,

Dated: July 28, 1975  
Recorded: September 30, 1975, in Book 77, Page 762,  
Book of Records Polk County, Oregon

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S-88645

In favor of: Pacific Power & Light  
 For: Power line anchor  
 Affects: Parcel II

12. Right of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of the Luckiamute River. (affects Parcel III and Parcel IV)

13. Any adverse claim based upon the assertion that the Luckiamute River has moved. (affects Parcel III and Parcel IV)

14. Reservation of a 1/2 interest in Oil and Mineral Rights, including the terms and provisions thereof, as disclosed by deed

Dated: November 30, 1964

Recorded: December 10, 1964, in Book 193, Page 394,  
 Book of Records, Polk County, Oregon

Grantor: Henry W. Fickel & Lulu Pearl Fickel

Grantee: Wesley Roby Fickel & Nina M. Fickel

Said reservation was assigned by Decree of Final Distribution

Recorded: November 30, 1976, in Book 98, Page 838,  
 Book of Records, for Polk County, Oregon

To: Wesley Roby Fickel

Said reservation of Oil and Mineral Rights was amended by instrument,

Recorded: August 12, 1988, in Book 215, Page 1056,  
 Book of Records, Polk County, Oregon.

Said amendment describes two surface drill sites; Drill Site No. 1, being a portion of Parcel III, and Drill Site No. 2, being a portion of Parcel II. The drill sites are described as follows:

15. An easement created by instrument, including the terms and provisions thereof,

Dated: April 16, 1971

Recorded: May 29, 1971, in Book 16, Page 956,  
 Book of Records, Polk County, Oregon

In favor of: Pacific Power & Light Co.

For: One pole

Affects: Parcel III & Parcel IV

16. Certificate of water right by and between the State of Oregon and Desert Seed Company, Inc., including the terms and provisions therein, recorded March 17, 1975, in Book 69, Page 154 Book of Records for Polk County, Oregon. (affects Parcel III and Parcel IV)

17. An easement created by instrument, including the terms and provisions thereof,

Dated: April 18, 1989

Recorded: May 12, 1989, in Book 222, Page 897,  
 Book of Records for Polk County, Oregon

In favor of: Pacific Power & Light

For: Underground distribution line

Affects: Parcel III & IV

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18. An easement created by instrument, including the terms and provisions thereof,

Dated: February 27, 1990

Recorded: May 3, 1990, in Book 232, Page 594,  
 Book of Records, Polk County, Oregon

In favor of: Pacific Power & Light

For: 30 foot right-of-way for electric transmission line

Affects: Parcel III & IV

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, That ARTHUR S. KALSBECK and JOANNE E. KALSBECK, husband and wife, Assignor, for value received hereby assigns unto JACK R. PLATT and MARILYN J. PLATT, husband and wife, Assignee the lessor/lessee's (indicate which) interest in that certain lease made by ARTHUR S. KALSBECK and JOANNE E. KALSBECK, husband and wife, in which MOBIL OIL CORPORATION, a New York Corporation is lessor/lessee (indicate which) dated December 11, 1974 and covering the following described premises, to-wit:

Beginning at a point 19.70 chains West and 33.98 chains South of the corner common to Sections 15, 16, 21, and 22, in Township 9 South, Range 4 West of the Willamette Meridian in Polk County, Oregon; running thence South 20.56 chains to the Northwest corner of land described in deed to William J. Breitenstein, et ux, recorded September 6, 1966, in Volume 202, Page 235, Deed Records for Polk County, Oregon; thence East along the North line thereof, 48.63 chains to the Southeast corner of land described in deed to John F. Schunk, et al, recorded October 14, 1905, in Volume 43, Page 221, Deed Records for Polk County, Oregon; thence North 20.56 chains; thence West 48.63 chains along the South line of a tract of land conveyed to Kenneth E. Massey, by deed recorded in Volume 170, Page 302, Deed Records for Polk County, Oregon, to the place of beginning.

SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

To Have and to Hold the same unto said Assignee and assigns from July 13, 1987 for all the rest of the term of said lease, subject to the covenants, conditions and provisions therein mentioned. The rents provided for in said lease are paid to and including N/A, 19    .

AND the Assignor hereby covenants that the interest in said lease hereby assigned is free from encumbrances.

In construing this assignment and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the assignor has executed this instrument on June, 1987; if a corporate assignor, it has been done by order of assignor's board of directors with its corporate seal affixed.

X Arthur S. Kalsbeck  
Arthur S. Kalsbeck

X Joanne E. Kalsbeck  
Joanne E. Kalsbeck

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JUL 23 2018

314610

OWRD

STATE OF OREGON )  
County of Polk ) ss.

FILED  
POLK COUNTY OREGON

I hereby certify that the within was received and duly recorded by me in Polk County records:

87 JUL 13 PH 1:35

B.O.R. 205 Page 176

LINDA DAWSON  
COUNTY CLERK

BY LB DEPUTY

[If executed by a corporation, affix corporate seal]

STATE OF Ore  
County of Polk  
July 6, 1987

Personally appeared the above named Arthur S. Kalsbeck and Joanne E. Kalsbeck and acknowledged the foregoing instrument to be free voluntary act and deed.

Before me: July Stone  
Notary Public for Oregon  
My commission expires: 7-23-89

32254-110010  
S-88645



5-9884



**Oregon Water Resources Department**  
**Permit to Appropriate Only Stored Water – Expedited Secondary**

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- [Return](#)    [Contact Us](#)

Today's Date: Thursday, July 12, 2018

Base Application Fee.		\$520.00
Acre feet of Stored Water to be diverted.	982	\$1,854.40
Permit Recording Fee. ***		\$520.00
*** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.	<a href="#">Recalculate</a>	
Estimated cost of Permit Application		\$2,894.40

OWRD Fee Schedule

Fee Calculator Version: B20170117

**RECEIVED**  
 JUL 23 2018  
**OWPRD**



**Oregon Water Resources Department**  
**Stored Water Only Applications - Expedited Secondary**

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Today's Date: Friday, August 3, 2018

Base Application Fee.		\$520.00
Acre feet of Stored Water to be diverted.	983.5	\$1,856.80
Permit Recording Fee. ***		\$520.00
*** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.	<a href="#">Recalculate</a>	
Estimated cost of Permit Application		\$2,896.80

OWRD Fee Schedule

Fee Calculator Version: B20170117



**Oregon Water Resources Department**  
**Permit to Appropriate Only Stored Water – Expedited Secondary**

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- [Contact Us](#)

Today's Date: Monday, July 23, 2018

Base Application Fee.		\$520.00
Acre feet of Stored Water to be diverted.	982	\$1,854.40
Permit Recording Fee. ***		\$520.00
*** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.	<b>Recalculate</b>	
Estimated cost of Permit Application		\$2,894.40

OWRD Fee Schedule

Fee Calculator Version: B20170117

S-88645