



**Oregon Water Resources Department  
Ground Water Application**

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Today's Date: Tuesday, November 6, 2018

Base Application Fee.		\$1,340.00
Number of proposed cubic feet per second (cfs) to be appropriated. (1 cfs = 448.83 gallons per minute)	4.01	\$1,750.00
Number of proposed Use's for the appropriated water. (i.e. Irrigation, Supplemental Irrigation, Pond Maintenance, Industrial, Commercial, etc) *	1	
Number of proposed Ground Water points of appropriation. (i.e. number of wells) (include all injection wells, if applicable) **	2	\$350.00
Permit Recording Fee. ***		\$520.00
* the 1st Water Use is included in the base cost. ** the 1st Ground Water point of appropriation is included in the base cost. *** 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		\$3,960.00

OWRD Fee Schedule

Fee Calculator Version B20170117

*G-18752*

# Application for a Permit to Use Groundwater



**Oregon Water Resources Department**  
725 Summer Street NE, Suite A  
Salem, Oregon 97301-1266  
503-986-0900  
www.oregon.gov/OWRD

## SECTION 1: APPLICANT INFORMATION AND SIGNATURE

### Applicant

NAME Burkholder Properties, LLC			PHONE (HM)	
PHONE (WK)	CELL 541-974-0187		FAX	
ADDRESS 35166 Fry Rd. SE				
CITY Albany	STATE OR	ZIP 97322	E-MAIL* burkholderfarmsllc@gmail.com	

### Organization

NAME Burkholder Properties, LLC			PHONE 541-974-0187		FAX
ADDRESS 35166 Fry Rd. SE			CELL 541-974-0187		
CITY Albany	STATE OR	ZIP 97322	E-MAIL* burkholderfarmsllc@gmail.com		

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

AGENT / BUSINESS NAME Kent Burkholder			PHONE 541-974-0187		FAX
ADDRESS 5046 Grand Prairie Rd. SE			CELL 541-974-0187		
CITY Albany	STATE OR	ZIP 97322	E-MAIL* burkholderfarmsllc@gmail.com		

Note: Attach multiple copies as needed

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

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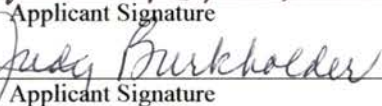
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### By my signature below I confirm that I understand:

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

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

	Kent Burkholder, Member	11/5/2018
Applicant Signature	Print Name and Title if applicable	Date
	Judy Burkholder, Member	11/5/2018
Applicant Signature	Print Name and Title if applicable	Date

## SECTION 2: PROPERTY OWNERSHIP

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

- YES, there are no encumbrances.  
 YES, the land is encumbered by easements, rights of way, roads or other encumbrances.  
 NO, I have a recorded easement or written authorization permitting access.  
 NO, I do not currently have written authorization or easement permitting access.  
 NO, 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).  
 NO, because water is to be diverted, conveyed, and/or used only on federal lands.

**Affected Landowners:** List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. *(Attach additional sheets if necessary).*

**Legal Description:** 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. *See Attachment*

## SECTION 3: WELL DEVELOPMENT

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
1	Albany-Lebanon Santiam Canal	940'	16'
2	Albany-Lebanon Santiam Canal	1230'	14'
1	South Cox Creek	2518'	
1	Periwinkle Creek	3700'	
2	Periwinkle Creek	1215'	

Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) not documented in the attached well log or other materials *(attach additional sheets if necessary).*

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**SECTION 3: WELL DEVELOPMENT, continued**

**Total maximum rate requested:** 1800 gpm (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

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

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL-SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	14 in.				12' April, 2018		300	900	
2	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	14 in.				12' April, 2018		300	900	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

\* Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.  
 \*\* A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.  
 \*\*\* Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

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**SECTION 4: SENSITIVE, THREATENED OR ENDANGERED FISH SPECIES PUBLIC INTEREST INFORMATION**

This information must be provided for your application to be accepted as complete. The Water Resources Department will determine whether the proposed use will impair or be detrimental to the public interest with regard to sensitive, threatened or endangered fish species if your proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters.

To answer the following questions, use the map provided in [Attachment 3](#) or the link below to determine whether the proposed point of appropriation (POA) is located in an area where the Upper Columbia, the Lower Columbia, and/or the Statewide public interest rules apply.

For more detailed information, click on the following link and enter the TRSQQ or the Lat/Long of a POA and click on "Submit" to retrieve a report that will show which section, if any, of the rules apply:  
[https://apps.wrd.state.or.us/apps/misc/lkp\\_trsqq\\_features/](https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/)

If you need help to determine in which area the proposed POA is located, please call the customer service desk at (503) 986-0801.

**Upper Columbia - OAR 690-033-0115 thru -0130**

Is the well or proposed well located in an area where the Upper Columbia Rules apply?

Yes  No

**If yes, you are notified** that the Water Resources Department will consult with numerous federal, state, local and tribal governmental entities so it may determine whether the proposed use is consistent with the "Columbia River Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the protection and recovery of listed fish species. The application may be denied, heavily conditioned, or if appropriate, mitigation for impacts may be needed to obtain approval for the proposed use.

**If yes, and if the Department determines that proposed groundwater use has the potential for substantial interference with nearby surface waters:**

- I understand that the permit, if issued, will not allow use during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that the Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements.

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**Lower Columbia - OAR 690-033-0220 thru -0230**

Is the well or proposed well located in an area where the Lower Columbia rules apply?

Yes  No

**If yes, and the proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters you are notified** that the Water Resources Department will determine, by reviewing recovery plans, the Columbia River Basin Fish and Wildlife Program, and regional restoration programs applicable to threatened or endangered fish species, in coordination with state and federal agencies, as

appropriate, whether the proposed use is detrimental to the protection or recovery of a threatened or endangered fish species and whether the use can be conditioned or mitigated to avoid the detriment.

If a permit is issued, it will likely contain conditions to ensure the water use complies with existing state and federal water quality standards; and water use measurement, recording and reporting required by the Water Resources Department. The application may be denied, or if appropriate, mitigation for impacts may be needed to obtain approval of the proposed use.

**If yes, you will be required to provide the following information, if applicable.**

Yes  No The proposed use is for more than **one** cubic foot per second (448.8 gpm) and is not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans).

If yes, provide a description of the measures to be taken to assure reasonably efficient water use:

\_\_\_\_\_

**Statewide - OAR 690-033-0330 thru -0340**

Is the well or proposed well located in an area where the Statewide rules apply?

Yes  No

**If yes, and the proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters you are notified** that the Water Resources Department will determine whether the proposed use will occur in an area where endangered, threatened or sensitive fish species are located. If so, the Water Resources Department, Department of Fish and Wildlife, Department of Environmental Quality, and the Department of Agriculture will recommend conditions required to achieve “no loss of essential habitat of threatened and endangered (T&E) fish species,” or “no net loss of essential habitat of sensitive (S) fish species.” If conditions cannot be identified that meet the standards of no loss of essential T E fish habitat or no net loss of essential S fish habitat, the agencies will recommend denial of the application unless they conclude that the proposed use would not harm the species.

**SECTION 5: WATER USE**

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Irrigation	April - October	up to 2.5 ft./acre - 815 acre ft.

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**For irrigation use only:** NOV 06 2018  
 Please indicate the number of primary and supplemental acres to be irrigated (*must match map*).  
 Primary: 326 Acres      Supplemental: N/A Acres **OWRD**  
 If you listed supplemental acres, list the Permit or Certificate number of the underlying primary water right(s):  
 \_\_\_\_\_  
 Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 815

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: N/A (**Exempt Uses:** Please note that 15,000 gallons per day for single or group **domestic** purposes and 5,000 gallons per day for a single **industrial or commercial** purpose are exempt from permitting requirements.)

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- If the use is **mining**, describe what is being mined and the method(s) of extraction (*attach additional sheets if necessary*): \_\_\_\_\_

## SECTION 6: WATER MANAGEMENT

### A. Diversion and Conveyance

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

- Pump (give horsepower and type): TBD (expecting 70-90 hp. turbine)  
 Other means (describe): N/A

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

### B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler) (*attach additional sheets if necessary*) See Attachment

### C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to aquatic life and riparian habitat; prevent the discharge of contaminated water to a surface stream; prevent adverse impact to public uses of affected surface waters (*attach additional sheets if necessary*). See Attachment

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## SECTION 7: PROJECT SCHEDULE

- a) Date construction will begin: March, 2019 if permit received.  
 b) Date construction will be completed: April, 2023  
 c) Date beneficial water use will begin: Initial usage hopefully starting May, 2019. Will be completed before Nov. 2024 - depending on permit received (5 yrs.).

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## SECTION 8: RESOURCE PROTECTION

In granting permission to use water the state encourages, and in some instances requires, careful control of activities that may affect adjacent 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.

- Water quality will be protected by preventing erosion and run-off of waste or chemical products.  
Describe: \_\_\_\_\_
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.  
**Note:** If disturbed area is greater than one acre, applicant should contact the Oregon Department of Environmental Quality to determine if a 1200C permit is required.  
Describe planned actions and additional permits required for project implementation: \_\_\_\_\_
- Other state and federal permits or contracts required and to be obtained, if a water right permit is granted:  
List: \_\_\_\_\_

**SECTION 9: WITHIN A DISTRICT**

Check here if the point of appropriation (POA) or place of use (POU) are located within or served by an irrigation or other water district.

Irrigation District Name	Address	
City	State	Zip

**SECTION 10: REMARKS**

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

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# Land Use Information Form



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

## NOTE TO APPLICANTS

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

**This form is NOT required if:**

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

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## NOTE TO LOCAL GOVERNMENTS

**OWRD**

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

# 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: Burkholder Properties LLC  
First Last

Mailing Address: 35166 Fry Rd. SE

Albany OR 97322 Daytime Phone: 541-974-0187  
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:
11S	3W	15		600		<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	EFU
11S	3W	16		2200		<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	EFU
11S	3W	21		301,100, 900		<input checked="" type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	EFU
11S	3W	22		300,400		<input checked="" type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	EFU

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

Linn County **RECEIVED**  
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## B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:  
 Permit to Use or Store Water  Water Right Transfer  Permit Amendment or Ground Water Registration Modification  
 Limited Water Use License  Allocation of Conserved Water  Exchange of Water

Source of water:  Reservoir/Pond  Ground Water  Surface Water (name) \_\_\_\_\_

Estimated quantity of water needed: 815  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:  
Applying for water rights to irrigate agricultural crops.

**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. →

## 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): LCC 928.310(B)(1)
- 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.

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Name: Alyssa Boles Title: Senior Planner  
 Signature: Alyssa Boles Phone: 541-967-3816 Date: 11/5/18  
 Government Entity: Linn County

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

**Receipt for Request for Land Use Information**

Applicant name: \_\_\_\_\_  
 City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

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## 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.

Please submit the original application and signatures to the Water Resources Department. Applicants are encouraged to keep a copy of the completed application.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership
- SECTION 3: Well Development
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Water Management
- SECTION 7: Storage of Groundwater from the Reservoir
- SECTION 8: Use of Groundwater from the Reservoir
- SECTION 9: Project Schedule
- SECTION 10: Resource Protection
- SECTION 11: Within a District
- SECTION 12: Remarks

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#### Include the following additional items:

- Land Use Information Form with approval and signature of local planning department (*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: \$ \_\_\_\_\_  
See the Department's Fee Schedule at [www.oregon.gov/owrd](http://www.oregon.gov/owrd) or call (503) 986-0900.
- Map that includes the following items:
  - 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 diversion, 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 identified clearly.
  - 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)

**ATTACHMENT  
BURKHOLDER PROPERTIES, LLC  
GROUNDWATER APPLICATION REMARKS**

Section 2: Property Ownership; Legal Description:

11S03W15 #600, 11S03W16 #2200, 11S03W22 #300, 11S03W22 #400, 11S03W21 #301, 11S03W21 #100, 11S03W2100 #900.

Section 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information; Lower Columbia:

The proposed wells are located approximately 940 feet and 1230 feet respectively away from the nearest surface water to each well, which is the Albany-Lebanon Santiam Canal. Well #1 is 2518' away from South Cox Creek and also 3700' away from Periwinkle Creek. Well #2 is 1215' away from Periwinkle Creek. The stream riparian zones will not be impacted. High pressure big guns, hand lines and potentially drip irrigation will be used to limit water use and reduce or prevent any runoff or overwatering. The system usage will be monitored to reduce cost and prevent waste. An 8" buried mainline will be installed with risers every 240' for the big guns. We will use only enough water to grow the crops, no more than the allowed rate of 2.5' per acre or 815 acre feet total. We plan and are trying to use less than the maximum rate allowed by using more efficient systems which reduce operating costs and waste.

Section 6: Water Management; B. Application Method:

High pressure big guns, hand lines and potentially drip irrigation will be the method and types of equipment that will be used to irrigate the crops.

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Section 6: Water Management; C. Conservation:

The water, no more than the allowed 2.5 acre feet, will be used to grow a variety of crops, including the crops we now grow, as well as other crops such as vegetables, which we have not been able to grow before due to the fact that we do not currently have water rights, and the ability to water on the acres that we are applying for in this application. The system usage will be carefully monitored through ground truthing and technology to limit water use and ensure that we reduce and prevent any runoff from occurring due to overwatering. The Albany-Lebanon Santiam Canal and Periwinkle Creek riparian zone or aquatic life will not be impacted.

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Section 8: Resource Protection; Water Quality:

The system usage will be carefully monitored through ground truthing and technology to limit water use and ensure that we reduce and prevent any runoff from occurring due to overwatering. We do not anticipate using any chemicals through irrigation.

Section 10: Remarks:

This farm has been in the family for 5 generations. We are attempting to get water rights in order to help our farm diversify into higher value crops, including hazelnuts, which we have started to plant, and vegetable crops.

G-10752

[Print Report](#)



**Oregon Water Resources Department  
Attribute Report**

Report Date: Nov 5, 2018

**General:**

TRSQQ:	WM11.00S3.00W22SWNE WM11.00S3.00W22NENW WM11.00S3.00W22NWNW WM11.00S3.00W22SENW WM11.00S3.00W22NESW WM11.00S3.00W22NWSW WM11.00S3.00W22SWNW
DLC:	-
Latitude:	44.6012301415
Longitude:	-123.0436852494
Buffer ft:	1320
DEM Elev. ft. (NAVD1929):	252.084
Lidar Elev. ft. (NAVD1988):	257.106
Basin Name:	Willamette
Basin Plan:	2B (5)-Middle Willamette (Santiam)
County:	Linn
WM District:	2
WM Region:	NORTHWEST
ODFW Region, District:	Northwest Region, Mid Willamette District
Irrigation District AOI:	-
Irrigation District, Other:	-
Dams (Permit):	-
Water Rights:	Platcard for WM11.00S3.00W22 Platcard for WM11.00S3.00W22 Platcard for WM11.00S3.00W22 Platcard for WM11.00S3.00W22 Platcard for WM11.00S3.00W22 Platcard for WM11.00S3.00W22 Platcard for WM11.00S3.00W22
Well Logs:	Logs for WM11.00S3.00W22 Logs for WM11.00S3.00W22 Logs for WM11.00S3.00W22 Logs for WM11.00S3.00W22 Logs for WM11.00S3.00W22 Logs for WM11.00S3.00W22 Logs for WM11.00S3.00W22

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**Rules:**

Withdrawn Authority:	-
Groundwater Restricted:	-
GW Restricted Subunit:	-
GW ODEQ Management Area:	-
GW Umatilla Muni Wells (5mile):	-
Rule 4D:	Rules apply
Division 33:	Statewide Lower Columbia

G-10752

**Hydrography:**

OWRD Streamcode:	-
Waterbody Name:	-
HUC 10:	1709000306
HUC Watershed:	Muddy Creek-Willamette River
WAB Wshed Order:	7
WAB Analysis:	WILLAMETTE R > COLUMBIA R - AB MILL CR AT GAGE 14191000
Streamflow:	OWRD Opportunities: Poor ODFW Needs: Poor Combined Priority: Not a priority
Gaging Station Data:	-

**Sources:**

<b>General</b>
<i>Oregon Public Land Survey Quarter-quarters.</i> Bureau of Land Management, Oregon Water Resources Department.. n.d. 1:24,000.
<i>Donated Land Claims.</i> Oregon Water Resources Department. January 1, 1995. 1:100,000.
<i>Elevation.</i> DEM 10m. - -
<i>Elevation.</i> Lidar Elevation. DOGAMI Bare Earth 1:3.
<i>OWRD Administrative Basins.</i> Oregon Water Resources Department. January 1, 1995.
<i>Oregon Counties.</i> Bureau of Land Management (BLM), Oregon State Office.. January 1, 2008.
<i>OWRD Watermaster Districts.</i> Oregon Water Resources Department. March 31, 2014.
<i>OWRD Regions.</i> Oregon Water Resources Department. January 1, 1995.
<i>ODFW Districts and Regions.</i> Oregon Department of Fish and Wildlife. August 28, 2012.
<i>Water Organizations</i> Oregon Water Resources Department. April 1, 2013. 1:24,000.
<i>Large Dams Inventory.</i> Oregon Water Resources Department. August 12, 2014. 1:24,000.
<b>Rules</b>
<i>Withdrawn Authority Areas.</i> Oregon Water Resources Commission. January 1, 2007.
<i>OWRD Groundwater Restricted Areas.</i> Oregon Water Resources Department. October 5, 2016.
<i>OWRD Groundwater Restricted Areas - Subunits.</i> Oregon Water Resources Department. April 1, 2009.
<i>ODEQ Groundwater Management Areas (GWMAs).</i> Oregon Department of Environmental Quality. April 21, 2008.
<i>Groundwater Umatilla Municipal Wells 5-mile buffer.</i> Oregon Water Resources Department. June 28, 2012.
<i>National Marine Fisheries Service (NMFS) 4(d) Rule.</i> National Marine Fisheries Service. January 1, 2007.
<i>Division 33.</i> Oregon Water Resources Dept., 2018. September 20, 2018. 1:100,000.
<i>Irrigation Season of Use.</i> Oregon Water Resources Department, 2017.. March 24, 2017.
<i>Oregon Water Quality Assessment 2012.</i> This data set was assembled by the Oregon Department of Environmental Quality, Water Quality Division, Standards and Assessments Section.. December 4, 2014. 1:2,500,000.
<i>Oregon Fish Habitat 2018.</i> Oregon Department of Fish and Wildlife, Jon K. Bowers, Ruth Schellbach, David L. Bradford. Numerous fisheries biologists from ODFW as well as other natural resource agencies and tribes have contributed toward the development of these data. Data originator names are attributed at the feature level.. February 2, 2018. 1:24,000.

*Deschutes USGS Groundwater Study Area.* Water Resources Commission, U.S. Geological Survey (USGS) Water Resources Division (Portland, OR), Oregon Water Resources Department.. January 1, 2001. 1:100,000.

*Deschutes Zones of Impact.* Oregon Water Resources Department.. October 25, 2007.

*Deschutes Zones Overlay.* Oregon Water Resources Department. October 25, 2007.

*Oregon State Scenic Waterway areas.* Oregon Water Resources Department, Oregon Parks and Recreation Department.. January 1, 2007.

**Hydrography**

*Routed OWRD Streamcodes (conflated to the NHD).* Oregon Water Resources Dept.. August 11, 2014.

*OWRD Lake Streamcodes (conflated to the NHD).* Oregon Water Resources Dept.. August 7, 2015.

*Watershed Boundary Dataset (WBD), 10-digit (watershed).* Pacific Northwest Hydrography Framework, U.S. Geological Survey (USGS), National Resources Conservation Service (NRCS).. June 11, 2014. 1:24,000.

*Water Availability Basins.* Oregon Water Resources Department.. n.d. 1:100,000.

*Priority Watersheds for Streamflow Restoration.* Oregon Water Resources Dept. and the Oregon Dept. of Fish & Wildlife.. January 15, 2004.

*Stream Gage Stations.* Oregon Water Resources Department and US Geological Survey. n.d.

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G-10752



BURKHOLDER PROPERTIES, LLC  
35166 FRY ROAD SE  
ALBANY, OR 97322

November 5, 2018

**Oregon Water Resources Department**

725 Summer Street NE, Suite A  
Salem, OR 97301-1266

Dear Sir or Madam:

Please find enclosed a completed "Application for a Permit to Use Groundwater" in the name of Burkholder Properties, LLC, accompanied with a check made out to the Oregon Water Resources Department for the application and recording fee as determined on the departments web page fee calculator.

It is my intention to drill the wells in early spring 2019 and begin watering May/June.

I would appreciate your sending a confirmation letter or email of this document having been received by you for our records and, if possible, a timeline of when I might hear back concerning the process time.

Should you have any questions, please feel free to call me any time.

Sincerely,



Kent Burkholder  
35166 Fry Road SE  
Albany, OR 97322  
541-974-0187 (cell)  
[burkholderfarmsllc@gmail.com](mailto:burkholderfarmsllc@gmail.com)

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**COVER SHEET  
STATUTORY WARRANTY DEED  
AND PROPERTY LINE ADJUSTMENT**

GRANTOR:  
Burkholder Properties, LLC  
35166 Fry Road  
Albany, Oregon 97321

GRANTEE:  
Burkholder Properties, LLC  
35166 Fry Road  
Albany, Oregon 97321

AFTER RECORDING RETURN TO:  
Cordell S. Post, Attorney at Law  
PO Box 1746  
Albany, Oregon 97321

UNTIL A CHANGE IS REQUIRED  
ALL TAX STATEMENTS SHALL BE  
SENT TO THE FOLLOWING ADDRESS:  
Burkholder Properties, LLC  
35166 Fry Road  
Albany, Oregon 97321

FOR QUESTIONS CONTACT:  
Cordell S. Post, Attorney at Law  
PO Box 1746  
Albany, Oregon 97321  
(541) 926-3199

**TRUE AND ACTUAL CONSIDERATION:**

The true and actual consideration for this conveyance is other property, in the form of a property line adjustment, Linn County, Oregon, Planning File No. PD09-0081 as approved May 13, 2009.

LINN COUNTY, OREGON 2010-08560  
D-WD 05/25/2010 11:46:25 AM  
Cnt=1 Stn=1 COUNTER \$75.00  
\$30.00 \$11.00 \$15.00 \$9.00 \$10.00



00135464201000085600060060

I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



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## STATUTORY WARRANTY DEED - Property Line Adjustment

In order to effectuate that certain property line adjustment ("Adjustment") as described in Linn County, Oregon, Planning File No. PD09-0081 as approved May 13, 2009 pursuant to Linn County Record of Survey No. 25233, Burkholder Properties, LLC, an Oregon limited liability company ("Grantor") hereby conveys and warrants to Burkholder Properties, LLC, ("Grantee") that real property ("Exchange Property"), described in attached Exhibit A, necessary to complete the Adjustment, described in CS 25233. The Exchange Property shall be transferred from the parcel of real property ("Grantor Property") legally described in that certain deed recorded at 2009-21370, Linn County Deed Records dated December 10, 2009, to and made a part of, the parcel of real property ("Grantee Property") owned by Grantee legally described in that certain deed recorded at 2009-21370, Linn County Deed Records dated December 10, 2009.

The resultant legal description for Grantor Property is set forth in attached Exhibit B. The resultant legal description for Grantee Property is set forth in attached Exhibit C. This deed is given for the purpose of adjusting property lines and no new parcels are being created.

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Grantor covenants that it is seized of an indefeasible estate in the Exchange Property in fee simple and has good right to convey the Exchange Property, that the Exchange Property is free from encumbrances, except those which are a matter of public record, and warrants and will defend the title to the Exchange Property against all persons who claim the same.

Grantees and their heirs, legal representatives, assigns and lessees hereby acknowledge by the placement of this covenant, or the acceptance and recording of this instrument, that the property herein described is situated in an Exclusive Farm Use zoning district of Linn County, Oregon. As such, they may be subjected to common, customary and accepted farm or forest management activities for the operation of a commercial farm or forest that includes management and harvesting of agricultural products or timber, disposal of slash, reforestation, application of chemicals, road construction and maintenance, and any other accepted and customary farm or forest management activity conducted in accordance with federal and state laws. The above practices ordinarily and necessarily produce noise, dust, smoke and other types of visual, odor or noise impacts which grantees accept as normal and necessary farming or forestry management activities and as part of the risk of building a residential dwelling in an Exclusive Farm Use zoning district.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

IN WITNESS WHEREOF, the Grantor and Grantees have executed this instrument this 21 day of MAY, 2010.

**Grantor: Burkholder Properties, LLC      Grantee: Burkholder Properties, LLC**

Weldon Burkholder, member  
Weldon Burkholder, Operating Member

Weldon Burkholder, member  
Weldon Burkholder, Operating Member

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STATE OF OREGON  
COUNTY OF Lincoln ) ss.

This instrument was acknowledged before me on May 21, 2010 by Weldon E. Burkholder in his capacity as Operating Member of Burkholder Properties, LLC, as both Grantor and Grantee.

CordeLL S Post

Notary Public for Oregon

My commission expires 12/21/12



## EXHIBIT A-Exchange Property

Beginning at a point which is 540.41 feet South 0°18' West of the intersection of the Albany – Santiam Canal centerline with the West line of the Northeast Quarter of Section 21, Township 11 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; running thence South 0°18' West along said West line of Section 21 a distance of 593.59 feet; thence East 2030 feet; thence North 0°18' East 593.59 feet; thence West 2030 feet to the true place of beginning.

EXCEPTING THEREFROM that portion conveyed to Linn County for public and road purposes, recorded April 9, 1992 in Volume 310. Page 836, Linn County Deed Records.

FURTHER EXCEPTING THE FOLLOWING:

Beginning at a point which is 1134.55 Feet South 0°16'39" West of the intersection of the Albany – Santiam Canal centerline with the west line of the Northeast Quarter of Section 21, Township 11 South, Range 3 West of the Willamette Base and Meridian, Linn County, Oregon which point is the southwest corner of that parcel of land described as Parcel II of that deed to Weldon E. Burkholder and Judy M. Burkholder, husband and wife, recorded in MF Volume 1440, Page 124, Linn County Deed Records; thence East along the south line of said parcel 832.34 feet; thence North 0°16'39" East 272 feet; thence West parallel with the south line of said parcel 832.34 feet to the west line of the said Northeast Quarter of Section 21; thence South 0°16'39" West 272 feet to the point of beginning.

Containing in all 22.24 acres, more or less.

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## **EXHIBIT B-Grantor Resultant Property**

Beginning at a point which is 1134.55 Feet South 0°16'39" West of the intersection of the Albany – Santiam Canal centerline with the west line of the Northeast Quarter of Section 21, Township 11 South, Range 3 West of the Willamette Base and Meridian, Linn County, Oregon which point is the southwest corner of that parcel of land described as Parcel II of that deed to Weldon E. Burkholder and Judy M. Burkholder, husband and wife, recorded in MF Volume 1440, Page 124, Linn County Deed Records; thence East along the south line of said parcel 832.34 feet; thence North 0°16'39" East 272 feet; thence West parallel with the south line of said parcel 832.34 feet to the west line of the said Northeast Quarter of Section 21; thence South 0°16'39" West 272 feet to the point of beginning. Containing 5.20 acres.

EXCEPTING THEREFROM that portion conveyed to Linn County for public and road purposes, recorded April 9, 1992 in Volume 310. Page 836, Linn County Deed Records.

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## Exhibit C-Grantee Resultant Property

Beginning at a point which is 1134.55 Feet South 0°16'39" West, and 832.34 feet East of the intersection of the Albany – Santiam Canal centerline with the west line of the Northeast Quarter of Section 21, Township 11 South, Range 3 West of the Willamette Base and Meridian, Linn County, Oregon which point is on the south line of that parcel of land described as Parcel II of that deed to Weldon E. Burkholder and Judy M. Burkholder, husband and wife, recorded in MF Volume 1440, Page 124, Linn County Deed Records; thence East along the south line of said parcel 1306.66 feet to an interior corner of said Burkholder parcel; thence along the lines of said Burkholder parcel South 77 rods 9 ½ feet to the south line of the Northeast Quarter of said Section 21, East 31 rods 13 ½ feet to the East Quarter Section Corner of said Section 21, North along the East line of Said Section 159 rods 10 ½ feet to the center of said canal, Westerly along the center of said canal 635 feet, South 784.61 feet to an interior corner of said parcel, West 2030 feet to the west line of said Northeast Quarter of said Section 21; South 0°16'39" West along the legal subdivision line 322.14 feet, East 832.34 feet, and South 0°16'39" West 272 feet to the point of beginning. Containing 58.36 acres, more or less.

EXCEPTING THEREFROM that portion conveyed to Linn County for public and road purposes, recorded April 9, 1992 in Volume 310. Page 836, Linn County Deed Records.

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Tract No. DA-42

### TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, EMMA KENNEL, a single woman,  
and SA. S. KENNEL and KATHRYN KENNEL, husband and wife,

for and in consideration of the sum of SEVEN HUNDRED -----  
----- Dollars (\$ 700.00 )

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged,  
hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its  
assigns, a perpetual easement and right to enter and erect, operate, maintain, repair  
rebuild, and patrol one or more electric power transmission lines and appurtenant signal  
lines, poles, towers, wires, cables, and appliances necessary in connection therewith,  
in, upon, over, under, and across the following-described parcel of land in the County  
of Linn , in the State of Oregon , to wit:

That portion of that part of Government Lots 1, 2 and 3 of Section 21  
and the Jordan S. Robinson Donation Land Claim No. 55, all in Township 11  
South, Range 3 West of the Willamette Meridian, Linn County, Oregon, within  
a tract of land described as: Beginning at the point of intersection of  
the west line of the NE $\frac{1}{4}$  of Section 21, Township 11 South, Range 3 West,  
Willamette Meridian and the center line of the Albany & Santiam Canal;  
thence South a distance of 1134 feet; thence East a distance of 2030 feet;  
thence North a distance of 1378 feet to the center of said canal; thence  
westerly along the center line of said canal to the point of beginning,  
which lies within a strip of land 125 feet in width, the boundaries of  
said strip lying 62.5 feet distant from, on each side of, and parallel to  
the survey line of the Detroit-Albany transmission line as now located and  
staked on the ground over, across, upon, and/or adjacent to the above  
described property, said survey line being particularly described as follows:

Beginning at survey station 1304 + 12.4 a point on the east line of  
Section 21, Township 11 South, Range 3 West, Willamette Meridian, said point  
being S. 2° 05' 10" W. a distance of 962.2 feet from the northeast corner  
of said Section 21; thence S. 79° 54' 20" W. a distance of 2730.1 feet to  
survey station 1331 + 42.5 a point on the North-South quarter section line  
of said Section 21, said point being N. 2° 01' 20" E. a distance of 1134.2  
feet from the center of said Section 21.

It is understood and agreed that only a single series of structures shall be  
constructed on the foregoing easement.

Grantee covenants that it will install metal gates at engineer stations  
1317 + 37.0, 1318 + 62.0 and 1324 + 18.0.

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together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

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Dated this 27 day of May, 1933.

\_\_\_\_\_  
 Emma Kennel  
 + Emma Kennel  
 Sam S. Kennel  
 Sam S Kennel  
 Kathryn Kennel  
 Kathryn Kennel  
 \_\_\_\_\_

Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon

STATE OF OREGON )  
                  ) ss:  
COUNTY OF LINN )

On the 12 day of July, 1953, personally came before me, a notary public in and for said County and State, the within-named Emma Kennel, a single woman, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

*Andrew...*  
Notary Public in and for the  
State of OREGON  
Residing at Astoria

My commission expires: 3/1/54

STATE OF OREGON )  
                  ) ss:  
COUNTY OF LINN )

On the 27 day of May, 1953, personally came before me, a notary public in and for said County and State, the within-named Sam S. Kennel and Kathryn Kennel, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

*Johnston Wilson*  
Notary Public in and for the  
State of Oregon  
Residing at Portland

My commission expires: April 3, 1954  
(4-3-54)

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98147

TRANSMISSION LINE EASEMENT

Emma Kennel et al

to

UNITED STATES OF AMERICA

State of Oregon, )  
County of Linn ) ss.

I hereby certify that the within was received and duly recorded by me in Linn County Records

Book of Deeds  
Vol. 233 Page 55 on

the 17th day of June

1953, at 9:35 o'clock, A. M.

*Johnston Wilson*  
Notary of Linn County, Oregon

By \_\_\_\_\_ Deputy

Return to  
Bentonville Power Administration  
Branch of Linn  
P. O. Box No. 2237  
Portland, Oregon

EASEMENT  
(Individual)

KNOW ALL MEN BY THESE PRESENTS: That Emma Kennel, a single person, and Sam S. Kennel and Kathryn Kennel, husband and wife, County of Linn, State of Oregon, hereinafter called the Grantors, for and in consideration of the sum of One Dollar, to them paid by Northwest Natural Gas Company, a corporation of the State of Oregon, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the right of way and easement to lay, maintain and operate a 10 3/4 inch gas main in, upon, along and across a strip of land fifteen feet (15') in width, adjoining, paralleling and lying immediately north of the Bonneville Power Administration's Right of Way, said strip of land being a part of the following described real property situate in Linn County, Oregon, to-wit:

Beginning at a point on the West line of the premises heretofore conveyed to me by deed recorded in Vol. 80 at page 12 of the deed records of Linn County, Oregon, which deed is hereby referred to, where the Albany and Santiam water ditch or canal company's ditch intersects said West line, being a point in the center of said canal, at said point, running thence South on the West line of said premises referred to in the deed above mentioned, a distance of 1134 feet, to the North line of that tract conveyed to Emma Kennel by deed recorded June 12, 1957 in Book 254, page 725, Deed Records; thence East along said North line 2,030 feet; thence North a distance of 1378 feet, to the center of the Albany and Santiam Canal; thence down the center of said canal to the place of beginning, all lying and being situated in the County of Linn and State of Oregon.

Together with the right to enter upon said premises, to lay, repair, replace or remove said main and appurtenances.

Said gas main shall be laid two feet, more or less, below the surface of the ground in a good and workmanlike manner and the surface of the ground restored, as nearly as practicable, to the condition same was in prior to the laying of said main.

In consideration of the premises, Grantors agree that no building or other structure will be constructed within 5 feet of said gas main, and that no operations will be carried on upon said premises that will jeopardize its safe operation.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 26 day of May, 1960.

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Emma Kennel

NOV 05 2018

Sam S. Kennel

OWRD

Kathryn Kennel

STATE OF OREGON

County of Linn

ss.

Personally appeared the above-named Emma Kennel, Sam S. Kennel and Kathryn Kennel and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



C.W. Steele  
Notary Public for Oregon

My Commission expires  
May 25, 1964

Fidelity National Title # 10-24803

RECORDING REQUESTED BY:  
Fidelity National Title Company of Oregon

GRANTOR'S NAME:  
Burkholder Properties, LLC, an Oregon limited liability company

GRANTEE'S NAME:  
Kirk L. Burkholder and Amanda O. Burkholder, as tenants by the entirety

SEND TAX STATEMENTS TO:  
Kirk L. Burkholder and Amanda O. Burkholder  
4389 Three Lakes Rd. SE  
Albany, OR 97322

AFTER RECORDING RETURN TO:

SAME AS ABOVE

Escrow No: FT100024803-FTMWW04

LINN COUNTY, OREGON 2010-16215  
C-WD  
Cnt=1 Str=1 COUNTER 10/08/2010 03:07:31 PM  
\$10.00 \$11.00 \$15.00 \$9.00 \$10.00 \$55.00



I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



Steve Druckenmiller - County Clerk

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Burkholder Properties, LLC, an Oregon limited liability company, Grantor, conveys and warrants to

Kirk L. Burkholder and Amanda O. Burkholder, as tenants by the entirety, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Linn, State of Oregon:

SEE LEGAL DESCRIPTION ATTACHED HERETO

Subject to and excepting:

Current taxes, assessments, reservations in patents, and all agreements, easements, right-of-way, encumbrances, liens, setback lines, reservations, powers of special districts, covenants, conditions and restrictions as may appear of record.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$199,000.00. (See ORS 93.030)

DATED: October 6, 2010

Burkholder Properties, LLC, an Oregon limited liability company

BY: Weldon E Burkholder - member  
Weldon E. Burkholder, Operating Member

**LEGAL DESCRIPTION**

Beginning at a point which is 1134.55 Feet South 00° 16'39" West of the intersection of the Albany-Santiam Canal centerline with the West line of the Northeast Quarter of Section 21, Township 11 South, Range 3 West of the Willamette Base and Meridian, Linn County, Oregon, which point is the Southwest corner of that parcel of land described as Parcel II of that deed to Weldon E. Burkholder and Judy M. Burkholder, husband and wife, recorded in MF Volume 1440, Page 124, Linn County Deed Records; thence East along the South line of said parcel 832.34 feet; thence North 00° 16'39" East 272 feet; thence West parallel with the South line of said parcel 832.34 feet to the West line of the said Northeast Quarter of Section 21; thence South 00° 16'39" West 272 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to Linn County for public and road purposes, recorded April 9, 1992 in Volume 310, Page 836, Linn County Deed Records.

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EASEMENT  
(Individual)

KNOW ALL MEN BY THESE PRESENTS: That Emma Kennel, a single person, and Sam S. Kennel and Kathryn Kennel, husband and wife, County of Linn, State of Oregon, hereinafter called the Grantors, for and in consideration of the sum of One Dollar, to them paid by Northwest Natural Gas Company, a corporation of the State of Oregon, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the right of way and easement to lay, maintain and operate a 10 3/4 inch gas main in, upon, along and across a strip of land fifteen feet (15') in width, adjoining, paralleling and lying immediately north of the Bonneville Power Administration's Right of Way, said strip of land being a part of the following described real property situate in Linn County, Oregon, to-wit:



Beginning at a point on the West line of the premises heretofore conveyed to me by deed recorded in Vol. 80 at page 12 of the deed records of Linn County, Oregon, which deed is hereby referred to, where the Albany and Santiam water ditch or canal company's ditch intersects said West line, being a point in the center of said canal, at said point, running thence South on the West line of said premises referred to in the deed above mentioned, a distance of 1134 feet, to the North line of that tract conveyed to Emma Kennel by deed recorded June 12, 1957 in Book 254, page 725, Deed Records; thence East along said North line 2,030 feet; thence North a distance of 1378 feet, to the center of the Albany and Santiam Canal; thence down the center of said canal to the place of beginning, all lying and being situated in the County of Linn and State of Oregon.

Together with the right to enter upon said premises, to lay, repair, replace or remove said main and appurtenances.

Said gas main shall be laid two feet, more or less, below the surface of the ground in a good and workmanlike manner and the surface of the ground restored, as nearly as practicable, to the condition same was in prior to the laying of said main.

In consideration of the premises, Grantors agree that no building or other structure will be constructed within 5 feet of said gas main, and that no operations will be carried on upon said premises that will jeopardize its safe operation.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 26 day of May, 1960.

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STATE OF OREGON  
County of Linn

ss.

Emma Kennel  
Sam S. Kennel  
Kathryn Kennel

Personally appeared the above-named Emma Kennel, Sam S. Kennel and Kathryn Kennel and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



S.W. Steele  
Notary Public for Oregon  
My Commission expires May 23, 1964

cl5

Tract No. DA-42

### TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, EMMA KENNEL, a single woman,  
and EARL S. KENNEL and KATHERYN KENNEL, husband and wife,

for and in consideration of the sum of SEVEN HUNDRED -----  
----- Dollars (\$ 700.00 )

in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged,  
hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its  
assigns, a perpetual easement and right to enter and erect, operate, maintain, repair,  
rebuild, and patrol one or more electric power transmission lines and appurtenant signal  
lines, poles, towers, wires, cables, and appliances necessary in connection therewith,  
in, upon, over, under, and across the following-described parcel of land in the County  
of Linn, in the State of Oregon, to wit:

That portion of that part of Government Lots 1, 2 and 3 of Section 21  
and the Jordan S. Robinson Donation Land Claim No. 55, all in Township 11  
South, Range 3 West of the Willamette Meridian, Linn County, Oregon, within  
a tract of land described as: Beginning at the point of intersection of  
the west line of the NE $\frac{1}{4}$  of Section 21, Township 11 South, Range 3 West,  
Willamette Meridian and the center line of the Albany & Santiam Canal;  
thence South a distance of 1134 feet; thence East a distance of 2030 feet;  
thence North a distance of 1378 feet to the center of said canal; thence  
westerly along the center line of said canal to the point of beginning,  
which lies within a strip of land 125 feet in width, the boundaries of  
said strip lying 62.5 feet distant from, on each side of, and parallel to  
the survey line of the Detroit-Albany transmission line as now located and  
staked on the ground over, across, upon, and/or adjacent to the above  
described property, said survey line being particularly described as follows:

Beginning at survey station 1304 + 12.4 a point on the east line of  
Section 21, Township 11 South, Range 3 West, Willamette Meridian, said point  
being S. 2° 05' 10" W. a distance of 962.2 feet from the northeast corner  
of said Section 21; thence S. 79° 54' 20" W. a distance of 2730.1 feet to  
survey station 1331 + 42.5 a point on the North-South quarter section line  
of said Section 21, said point being N. 2° 01' 20" E. a distance of 1134.2  
feet from the center of said Section 21.

It is understood and agreed that only a single series of structures shall be  
constructed on the foregoing easement.

Grantee covenants that it will install metal gates at engineer stations  
1317 + 37.0, 1318 + 62.0 and 1324 + 18.0.

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together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

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Dated this 27 day of May, 1953.

Emma Kennel

*Emma Kennel*

Sam S. Kennel

*Sam S Kennel*

Kathryn Kennel

*Kathryn Kennel*



Standard form of acknowledgment approved for use with all conveyances in Washington and Oregon

STATE OF OREGON )  
                  ) ss:  
COUNTY OF LINN )

On the 12 day of July, 1953, personally came before me, a notary public in and for said County and State, the within-named Emma Kennel, a single woman, to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Andrew H. Wilson  
Notary Public in and for the  
State of OREG  
Residing at Ashton

My commission expires: 3/1/54

STATE OF OREGON )  
                  ) ss:  
COUNTY OF LINN )

On the 27 day of May, 1953, personally came before me, a notary public in and for said County and State, the within-named Sam S. Kennel and Kathryn Kennel, husband and wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Johnston Wilson  
Notary Public in and for the  
State of Oregon  
Residing at Portland

My commission expires: April 3, 1954  
(4-3-54)

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98147

TRANSMISSION LINE EASEMENT

Emma Kennel et al

UNITED STATES OF AMERICA

State of Oregon, )  
County of Linn ) ss.  
I hereby certify that the within  
was received and duly recorded  
by me in Linn County Records

Book of Deeds  
Vol. 233 Page 55 in

the 17th day of June

1953, at 9:35 o'clock, A.M.

Johnston Wilson  
Notary Public for Linn County, Oregon

Return to:  
Bonneville Power Administration  
Bureau of Land  
P. O. Box No. 2237  
Portland, Oregon

THIS INDENTURE Made this 2 day of October, 1986, by and between EARL W. KENNEL and OREN W. KENNEL the duly appointed, qualified and acting personal representatives of the estate of JOHN S. KENNEL, deceased, hereinafter called the first party, and WELDON BURKHOLDER and JUDY BURKHOLDER, husband and wife hereinafter called the second party; WITNESSETH:

For value received and the consideration hereinafter stated, the receipt whereof hereby is acknowledged, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said second party and second party's heirs, successors-in-interest and assigns all the estate, right and interest of the said deceased at the time of decedent's death, and all the right, title and interest that the said estate of said deceased by operation of the law or otherwise may have thereafter acquired in that certain real property situate in the County of Linn, State of Oregon, described as follows, to-wit:

Beginning on the center line of Section 21, in Township 11 South, Range 3 West of the Willamette Meridian, in Linn County, Oregon, at a point 31 rods and 13 1/2 feet West of the Southeast corner of the Northwest Quarter of said Section 21; thence North 77 rods 9 1/2 feet on a line parallel with the Eastern boundary line of Section 21; thence West 129 rods 10 1/2 feet to the middle of a county road on the center line of said Section 21; thence South 77 rods 9 1/2 feet to the center of Section 21; thence East 129 rods and 10 1/2 feet to the place of beginning.

SUBJECT TO:  
The assessment roll discloses specially assessed as Farm Use Land;  
The rights of the public; and  
Easements recorded 7/20/60, 11/5/63 and 10/22/81, Linn County Records (See reverse)

TO HAVE AND TO HOLD the same unto the said second party, and second party's heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$66,000.00  
However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (Indicate which):

IN WITNESS WHEREOF, the said first party has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

Earl W. Kennel  
Oren W. Kennel  
Personal Representative  
of the Estate of John S. Kennel Deceased.

(If first party is a corporation, affix corporate seal.)

WITNESSETH—the witness between the epochs ①, if not applicable, should be deleted, for ONE YEAR.

STATE OF OREGON, County of Linn,  
County of Linn,  
October 2, 1986.  
Personally appeared the above named  
EARL W. KENNEL and  
OREN W. KENNEL

STATE OF OREGON, County of \_\_\_\_\_,  
Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of \_\_\_\_\_ a corporation, and that the act entered in the foregoing instrument is the corporate act of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and each of them acknowledged said instrument to be its voluntary act and deed.

and acknowledged the foregoing instrument to be his voluntary act and deed.  
Notary Public for Oregon  
My commission expires 8-21-1990

Notary Public for Oregon  
My commission expires \_\_\_\_\_  
(OFFICIAL SEAL)

EARL W. KENNEL & OREN W. KENNEL  
PO Box 61  
Lebanon, OR 97355  
WELDON BURKHOLDER, et ux  
GAVENEE'S NAME AND ADDRESS  
Other recording office to:  
MAIL ADDRESS, ZIP  
Mail a change in recording office to the following address:

STATE OF OREGON,  
County of \_\_\_\_\_  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as file/roll number \_\_\_\_\_  
Record of Deeds of said county.  
Witness my hand and seal of County aforesaid.  
By \_\_\_\_\_  
Notary Public for Oregon

19-11962  
11-03-21-900

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G-18752

VR 423 320

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.

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
STATE OF OREGON  
County of Lane

I hereby certify that the attached was  
recorded and duly recorded by me in  
Lane County records.

Volume of 423 Page 319

198  
Oct 2 12 00 PM '85

DEL. W. EILEY  
Lane County Clerk

By  Deputy



101 E Grant Street  
Lebanon, OR 97355  
Phone: 541-259-3736  
Fax: 541-259-3746

AmeriTitle  
101 E. Grant Street  
Lebanon, OR 97355

Attn: Jessica R. Ruef

June 30, 2006  
Report #1  
Escrow Number : 08-803647  
Escrow Officer: Jessica R. Ruef  
Title Number : 084102L  
Title Officer : COLLEEN STUTZMAN  
Your Reference: --

PRELIMINARY TITLE REPORT FOR:  
Rolfe, Robert Victor  
5046 Grand Prairie Road SE  
Albany, OR 97322

Policy or Policies to be issued:	Liability	Premium
OWNER'S STANDARD COVERAGE	\$560,000.00	\$1,440.00
Proposed Insured: Mennonite Home of Albany Inc. Weldon and Judy Burkholder		
GOVERNMENT LIEN SERVICES		\$40.00

We are prepared to issue title insurance policy(ies) of **STEWART TITLE INSURANCE COMPANY OF OREGON**, in the form and amounts above, insuring the title to the land described as follows:

See Exhibit "A"

and dated as of June 19, 2006 at 8:00 A.M. , title is vested in:

**Robert Victor Rolfe, Delores Ann Bidwell, Clara Yvonne Schroeder,  
Robert Lloyd Faria, Connie Eileen Klein and June Noreen Allison aka  
June Allison-Sylvester**

The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

*"Superior Service with Commitment and Respect for Customers and Employees"*

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The policy shall be issued subject to the usual printed conditions, stipulations and exclusions from coverage appearing in such policy form and the following:

### General Exceptions

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public record or proceedings by a public agency which may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records, reservations or exceptions in patents or in acts authorizing the issuance thereof, water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Unpatented mining claims whether or not shown by the public records.

### Special Exceptions

7. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

NOTE: No liability is assumed if a financing statement is filed in the office of the County Clerk or Secretary of State covering growing crops or fixtures wherein the lands are described other than by metes and bounds, the rectangular survey system or by recorded lot and block.

NOTE: This report does not include a search for financing statements filed in the office of the Secretary of State covering crops on the land described herein, and is subject to any encumbrances on such crops. (For possible removal of this exception, the insuring company must be contacted as to what information it will require to enable it to make a search for such encumbrances on crops.)

8. Regulations, including levies, liens, assessments, rights of way and easements of the Grand Prairie Water District.
9. Regulations, including levies, liens, assessments, rights of way and easements of the Linn Soil and Water Conservation District.
10. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.

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11. Any adverse claim based upon the assertion that:

- (a) Some portion of said land has been created by artificial means or has accreted to such portion so created.
- (b) Some portion of said land has been brought within the boundaries thereof by a change in the location of Albany-Santiam Canal.

12. Rights of the public, riparian owners and of governmental bodies in that portion of the above described property lying below the high water mark of Albany-Santiam Canal to the use of the waters and the natural flow thereof.

13. An easement created by instrument, including the terms and provisions thereof,  
Recorded : May 12, 1873 Book: L Page: 547  
In Favor Of : Albany and Santiam Water Ditch or Canal Company

Modified by an instrument, including the terms and provisions thereof,  
Recorded : May 8, 1926 Book 132 Page: 89

14. An easement created by instrument, including the terms and provisions thereof,  
Recorded : August 7, 1941 Book: 154 Page: 645  
In Favor Of : Oregon State Game Commission, State of Oregon

15. An easement created by instrument, including the terms and provisions thereof,  
Recorded : June 26, 1953 Book: 233 Page: 202  
In Favor Of : United States of America  
For : Transmission line

16. An easement created by instrument, including the terms and provisions thereof,  
Recorded : July 20, 1960 Book: 272 Page: 234  
In Favor Of : Northwest Natural Gas Company  
For : Pipeline

17. An easement created by instrument, including the terms and provisions thereof,  
Recorded : May 24, 1962 Book: 285 Page: 435  
In Favor Of : Southern Pacific Pipe Lines, Inc.  
For : Pipeline

18. Unrecorded contract, including the terms and provisions thereof,  
dated June 6, 1997, a memorandum of which was  
Recorded : June 16, 1997 MF Volume: 875 Page: 422  
Vendor : Robert V. and Velma M. Rolfe Family Trust  
Vendee : Robert L. Faria and June Allison-Sylvester,  
as tenants in common

The Vendor's interest in said contract was acquired by instrument,  
Dated : May 7, 2003  
Recorded : May 8, 2003 MF Volume: 1422 Page: 451  
By : Robert Victor Rolfe, Delores Ann Bidwell, Clara Yvonne  
Schroeder, Robert Lloyd Faria, Connie Eileen Klein, and  
June Noreen Allison aka June Allison-Sylvester

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19. Unrecorded Trust Agreement, including the terms and provisions thereof and such other exceptions as may appear necessary upon the review thereof, as disclosed by Assignment of Contract and Bargain and Sale Deed,  
Dated : May 7, 2003  
Recorded : May 8, 2003 MF Volume: 1422 Page: 451  
From : Connie Eileen Klein and Clara Yvonne Schroeder, as successor  
co-trustees of the Robert V. and Velma M. Rolfe Trust

A copy of said Trust agreement and all amendments thereto, must be furnished to the insuring company for review.

20. Leases and tenancies, if any.
21. Personal property taxes, if any.
22. Subject to the requirements and provisions of ORS 446.561 through 446.646, pertaining to the registration and transfer of ownership of a mobile home and any interests or liens disclosed thereby.
23. This policy when issued, will not insure title to the mobile home.

### End of Exceptions

NOTE: We find no judgments or United States Internal Revenue Liens against Weldon Burkholder, Judy Burkholder or Mennonite Home of Albany, Inc.

NOTE: Real Property taxes for the year 2005-06, PAID IN FULL

Amount : \$191.90  
Map and Tax Lot No.: 11-3W-15 600  
Account No. : 111944  
Code : 08-04

NOTE: Real Property taxes for the year 2005-06, PAID IN FULL

Amount : \$89.63  
Map and Tax Lot No.: 11-3W-16 2200  
Account No. : 112330  
Code : 08-04

NOTE: Real Property taxes for the year 2005-06, PAID IN FULL

Amount : \$1,501.34  
Map and Tax Lot No.: 11-3W-22 300  
Account No. : 127791  
Code : 08-04

NOTE: Mobile Home Property taxes for the year 2005-06, PAID IN FULL

Amount : \$352.69  
Map and Tax Lot No.: 11-3W-22 300  
Account No. : 750840  
Code : 08-04

(Assessed in the name of June Noreen Allison-Sylvester)

NOTE: The legal description contained in this commitment is based on information provided with the application for title insurance and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title company prior to closing if the legal description does not conform to their expectations.

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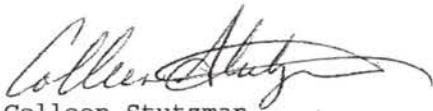
OWRD

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

Yours truly,

**AmeriTitle**



Colleen Stutzman  
Title Examiner

*"Superior Service with Commitment and Respect for Customers and Employees"*

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Order No. 084102L

Page 6

**Copies of this report have been sent to the following:**

AmeriTitle  
101 E. Grant Street  
Lebanon, OR 97355  
Attn: Jessica R. Ruef

cc: AMERITITLE  
ALBANY OFFICE/RECORDER

BUYER/BORROWER and/or SELLER  
C/O ESCROW DEPARTMENT

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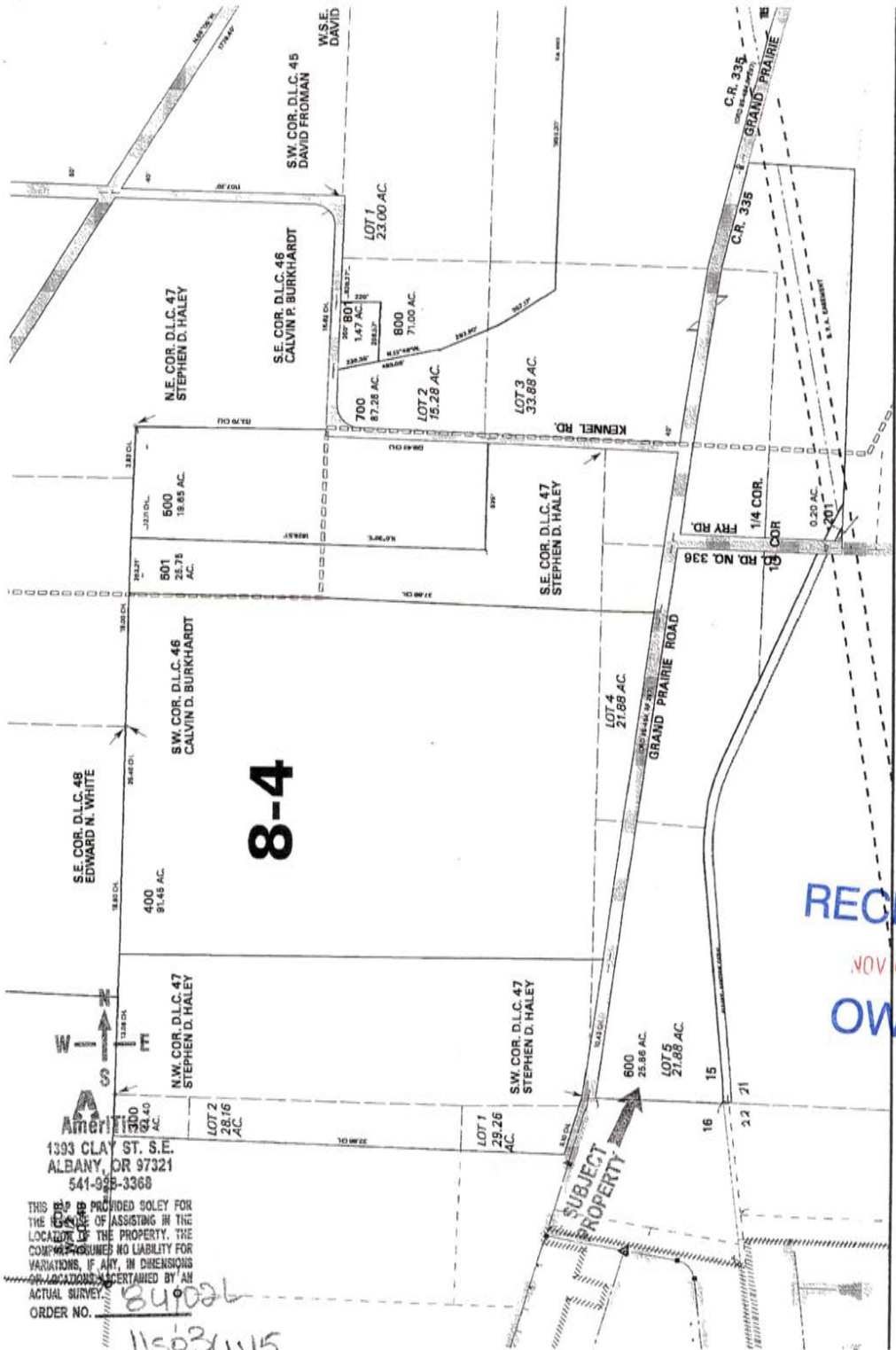
**Exhibit "A"**

Beginning in the center of the County Road South 0°23' West 1254.94 feet and South 75°34' East 1920.79 feet from a point on the North line of and North 89°45' West 1484.06 feet from the Northeast corner of the John Burkhart D.L.C. 51 in Township 11 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; and running thence South 8°39' West, 928.45 feet (954.59 feet, per C.S. 4093), to a 1/2" iron bolt on the North line of the Albany-Santiam Canal; thence North 81°40' East along said canal to the East line of Section 16 in said Township and Range; thence South along the East line of Sections 16 and 21 to a point 1577.0 feet North of the Southwest corner of the Northwest quarter of Section 22; thence East, parallel to the South line of said Northwest quarter to a point on the East line thereof; thence North along the East line of the Northwest quarter of Section 22 and the East line of the Southwest quarter of Section 15, a distance of 1509 feet, more or less, to the centerline of the first mentioned County Road; thence Northwesterly along said centerline to the place of beginning.

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**OWRD**



1393 CLAY ST. S.E.  
ALBANY, OR 97321  
541-938-3368

THIS MAP IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN THE LOCATION OF THE PROPERTY. THE COMPILER ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS OR LOCATIONS ASCERTAINED BY AN ACTUAL SURVEY.

ORDER NO. 841026  
11503615

LOT 1  
29.26A

SW COR. DLC 47  
STEPHEN D. HALEY

2200  
12.08A

11 3W 16DD

C.S. 4093

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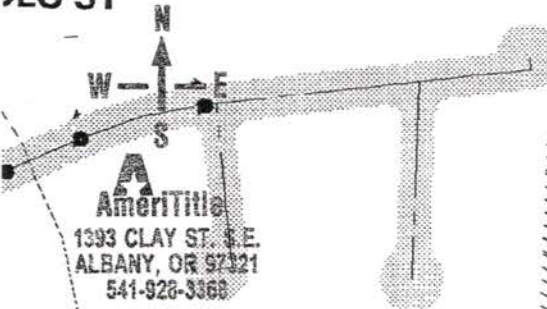
NOV 05 2018

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AL

11 3

06/28/05.16:5'



THIS MAP IS PROVIDED SOLELY FOR THE PURPOSE OF ASSISTING IN THE LOCATION OF THE PROPERTY AND

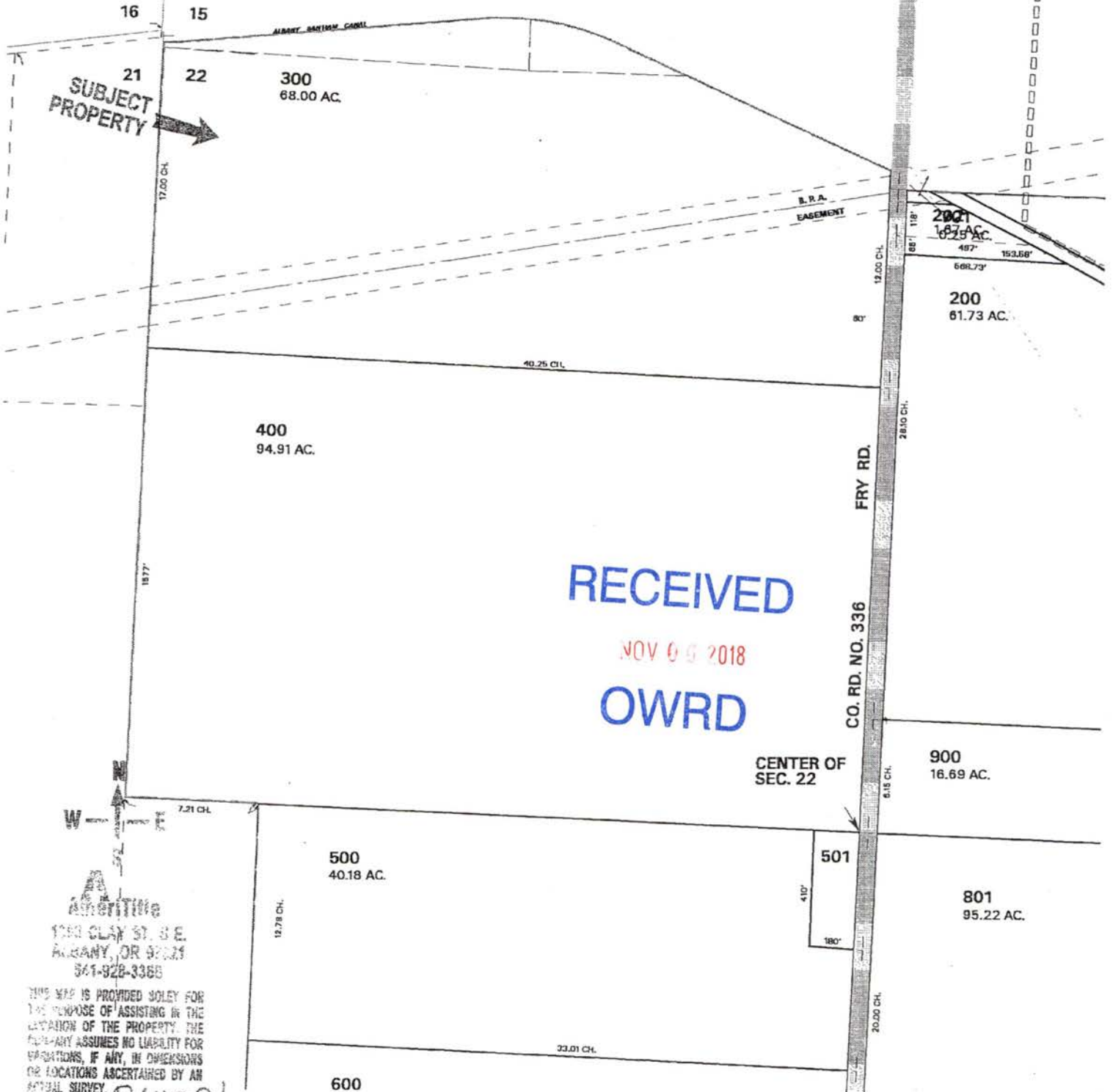
VARIATIONS, IF ANY, IN DIMENSIONS OR LOCATIONS ASCERTAINED BY AN ACTUAL SURVEY.

ORDER NO. 8402L  
11503W16

MAP WAS PREPARED FOR  
ASSESSMENT PURPOSES ONLY

SEC. 22 T. 11S. R. 03W. W.  
LINN COUNTY, OREGON

1" = 400'



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NOV 05 2018

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W E

**A**  
Assisting  
1180 CLAY ST. S.E.  
ALBANY, OR 97021  
541-928-3366

THIS MAP IS PROVIDED SOLELY FOR  
THE PURPOSE OF ASSISTING IN THE  
LOCATION OF THE PROPERTY. THE  
COMPANY ASSUMES NO LIABILITY FOR  
ERRORS, IF ANY, IN DIMENSIONS  
OR LOCATIONS ASCERTAINED BY AN  
ACTUAL SURVEY.

ORDER NO. 84102L  
113422

Lincoln County Deed Record AD 1873

Book PS 546

Continued In witness whereof we have hereunto set our hands and seals this the 7th day of March A.D. 1873

Done in Presence of  
Frank R. Forman  
Al Jones

Asad R. Forman  
E. J. Forman

State of Oregon  
County of Lincoln

On this the 8th day of March A.D. 1873  
personally came before me Notary Public in and for said  
County the within named S. R. Forman and his wife  
Forman his wife to me personally known to be the identical  
person described in and who executed the within  
instrument and acknowledged to me that he executed the  
same freely for the uses and purposes therein named  
And the said E. J. Forman on Examination separated and apart  
from her husband acknowledged to me that she executed  
said same freely and without fear or compulsion from  
any one

Witness my hand and Notarial seal this 8th day  
of March 1873

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NOV 6 1873

OWRD

Al Jones  
Notary Public

Vol 2 page 547

E. R. Leary This instrument made and entered into this the ninth day of  
March A.D. 1873 by and between Edward R. Leary and Mary  
Allan and Sautin M. Leary his wife parties of the first part and the Albany  
Water Ditch Board and Sautin Water Ditch or Canal Company parties of the  
second part witnesses that the said parties of the first part  
for and in consideration of the sum of One Dollar &c  
paid by the said party of the second part the Receipt  
is hereby acknowledged have granted bargain  
sold and by their parents do grant bargain  
sell and convey for the purpose of a right of

RECEIVED

NOV 6 1873

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Lincoln County Deed Record 1893

Agreement agreed by the parties to this indenture that the said party of the second part shall not in the said Building making maintaining keeping in repair and using said water Ditch or Canal for the legitimate purposes thereof do or cause to be done any unnecessary damage to the premises or appurtenances thereof of the parties of the first part. and that the said parties of the first part may have free access and use of the water of said Water Ditch or Canal for stock or farm purposes but not for that or any other purpose to drain off or lead out by Ditches pipes or conduits any of the water of said Water Ditch or Canal And also that the said party of the first part shall have the right at their own expense to construct and use fords or Bridges over and across said Water Ditch or Canal such Bridge or Bridges shall be at least 2 feet high above the surface of the water in said Ditch or Canal and also the said parties of the first part shall have the right to build or construct fences up to and across said Ditch or Canal And it is further covenanted and agreed that if at any time the Bridges or fences of the parties of the first part shall prove to be an obstruction to the use of said Water Ditch or Canal the said party of the second part may at its own expense change the same so they will not obstruct the use of said Water Ditch or Canal and for that purpose at all times keep all such Bridges in such condition & Repair and the fences replaced on lines between the lands of the parties of the first part and other persons in such condition as will be sufficient for the use and convenience of the said parties of the first part And then and in that case the said parties of the first part shall not by Bridging fencing or otherwise materially obstruct the free use of said Water Ditch or Canal for the legitimate use thereof

Book 7 pg 547

1-1-18

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Linn County Deed Record No 1873

Conceded

a Water Ditch or Canal and no other subject to the  
 covenants and agreements hereinafter expressed unto  
 the said party of the second part its successors and assigns  
 forever a strip of land fifty feet in width being twenty five  
 feet on each side of and parallel with the center line of the  
 main route or track of the Albany and Santiam Water  
 Ditch or Canal as the same is located, set out and located  
 and as appears upon the plat of the survey of the same  
 now on file in the office of said Company at Albany  
 Oregon over and across the following described premises to  
 wit: "a tract of land sold and conveyed to the above  
 named Nancy M. Swaney by Archibald Thomson and  
 Anna Maria Thomson his wife situated in Linn County  
 Oregon: viz: The A. Thomson Donation Land claim No. 20  
 2929" and a portion of the John Burkhart Land claim Notifica-  
 tion No. 688 and now owned by the above named Nancy  
 M. Swaney. To Have and To Hold the said described  
 premises by the said Albany and Santiam Water Ditch  
 or Canal Company its successors and assigns forever  
 for the purposes of digging excavating building mending  
 maintaining and keeping in repair a water ditch or canal  
 in and thereon and to use the same for all legitimate  
 water Ditch or Canal purposes and no other and in  
 case said water Ditch or Canal fails to be used or shall be  
 abandoned at any time for the purposes thereof then the  
 right of way hereby conveyed shall cease and the premises  
 revert to the parties of the first part. And it is further cove-  
 nanted and agreed by the parties hereto that the party of the  
 second part in locating constructing supervising repairing  
 and operating said water Ditch or Canal shall not in any  
 way do or permit any unnecessary damage to the premises or  
 the appurtenances thereof of the said parties of the first part.  
 And the parties of the first part shall have free access  
 to and use of the water of said water Ditch or Canal for stock  
 and farm purposes provided that there shall not be had

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Book L ps 548



1873

Linn County Deed Record No 1873

549

Book L pg 549

(Continued)

out or drawn off by pipe from said water. Ditch or canal <sup>shall</sup> contain  
 water in the aggregate than can flow through a pipe three fourths  
 of an inch in diameter drawn <sup>from</sup> any point or points below the  
 surface of the <sup>water</sup> in said ditch or canal. it is also covenanted and  
 agreed that the said party of the second shall properly dispose  
 of and feed the earth & gravel and not used in embankments  
 well <sup>to be constructed</sup> ~~to be constructed~~ stiffly and substantially and shall build  
 a neat and substantial bridge fourteen feet wide over  
 said ditch or canal where said parties of the first part may  
 designate near the dwelling house on said premises. It is also  
 covenanted and agreed that said parties of the first part  
 shall have the right to <sup>over</sup> bridge construct <sup>over</sup> said ditch or canal at their option the bridges to be  
 least two feet above the water level in the ditch or canal and  
 if at any time the uses of the ditch or canal shall require a  
 change in the fencing or bridges constructed and built  
 such change shall be made at the expense of the party of the  
 second part who shall thereafter keep said bridges in repair  
 and also all fences between the parties of the first  
 part and parties adjoining lands the parties of the second  
 part also covenanted and agreed to make and keep the  
 of said premises unobstructed by said ditch or canal so that  
 no part of said premises shall be injured or rendered in  
 anywise by seepage or overflow.

In Witness whereof we have hereunto set our  
 hands and seals this 9<sup>th</sup> day of April in the year  
 of our Lord 1873

Done In Presence of  
 S. A. Johns  
 A. Jones  
 Edmund R. May  
 Nancy M. May

State of Oregon  
 County of Linn  
 I, \_\_\_\_\_  
 On this 9<sup>th</sup> day of April  
 1873 personally appeared \_\_\_\_\_

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Book 132-89

seal the day and year for any Public in and for the State of California, a Jan 25th, 1927.

73518 Kennel. -to- Mountain States Power Co. Filed May 3th, 1928 at 8:45 o'clock A.M.

KNOW ALL MEN BY THESE PRESENTS That whereas by deed dated April 9, 1873, and recorded May 13, 1873, at Page 547 Book "L" Record of Deeds for Linn County, Oregon, Edward R. Geary and Nancy M. Geary, his wife, granted and conveyed unto Albany and Santiam Water Ditch or Canal Co., a corporation, a certain right of way for a water ditch or canal over and across certain real property situated in Linn County, Oregon and more particularly described and referred to in the aforesaid deed, to which reference is hereby made for a more particular description of said right of way and said real property, and said deed, as it appears of record as aforesaid, is hereby made a part hereof; and,

WHEREAS, the undersigned grantors are the successors in interest of said Edward R. Geary and Nancy M. Geary, and now own the real property hereinbefore mentioned; and,

WHEREAS, Mountain States Power Company, a Delaware corporation, duly authorized to transact business in the State of Oregon, is the successor in interest of said Albany and Santiam Water Ditch or Canal Co., and is the owner and in possession of said water ditch or canal and the right of way therefor conveyed and granted by the above mentioned deed from Edward R. Geary and wife to said Albany and Santiam Water Ditch or Canal Co.; and,

WHEREAS, it is provided in said original deed from Edward R. Geary and Nancy M. Geary to Albany and Santiam Water Ditch or Canal Co., a corporation, that said grantee in said deed should build a neat and substantial bridge fourteen feet wide over said ditch or canal where said original grantors might designate near the dwelling house on the premises over and across which said right of way was granted and conveyed by said deed aforesaid; and

WHEREAS, an uncertainty exists as to the right of the grantors and said Mountain States Power Company as the respective successors in interests of said Edward R. Geary and Nancy M. Geary and Albany and Santiam Water Ditch or Canal Co., with reference to said bridge provided for in said original deed above referred to and particularly with reference to the liability of said Mountain States Power Company to replace or maintain said bridge; and,

WHEREAS, the undersigned grantors and Mountain States Power Company desire to definitely settle and determine their respective rights with reference to the construction and maintenance of said bridge and said Mountain States Power Company has, pursuant to agreement between it and the grantors herein, constructed a bridge across said water ditch or canal near the dwelling house on said premises now owned by the grantors and in a manner satisfactory to the said grantors herein; and,

WHEREAS, in and by said agreement pursuant to which the aforesaid bridge was constructed, the grantors, in consideration thereof, promised and agreed to execute and deliver to said Mountain States Power Company a complete release forever releasing and discharging said Mountain States Power Company, its successors and assigns, from any further claim or liability to the grantors, and their heirs and assigns, to hereafter construct or maintain any bridge or bridges across said ditch or canal through said real property of the grantors.

NOT THEREFORE, THIS INDENTURE WITNESSETH, That the undersigned grantors and each of them, in consideration of the sum of \$1,00 to each of them in hand paid by said Mountain States Power Company, a corporation, the receipt whereof is hereby acknowledged, and of the premises do hereby, for themselves, and for their heirs, executors, administrators and assigns, forever release and discharge said Mountain States Power Company, and its successors and assigns, from any and all future liability and/or responsibility to construct and/or maintain said bridge as now constructed or any other bridge hereafter across said water ditch or canal, and said grantors and each of them, do hereby, and for their heirs, executors, administrators and assigns, forever release and discharge said Mountain States Power Company and its successors and assigns, from any and all obligations now or heretofore existing or claimed to exist by virtue of the provisions of the above mentioned deed from Edward R. Geary and Nancy M. Geary, his wife, to Albany and Santiam Water Ditch or Canal Co., with reference to the construction or maintenance of any bridge or bridges provided for and/or mentioned in said deed, and said grantors, and each of them, for themselves, their heirs, executors, administrators or assigns, do hereby ratify, confirm and acknowledge title and right to said right of way to be vested in said Mountain States Power Company and its successors and assigns, as the same is mentioned and referred to and further described in said deed from Edward R. Geary and wife to Albany and Santiam Water Ditch or Canal Co., and that said right of way shall hereafter be held and enjoyed by said Mountain States Power Company its successors and assigns, freely and completely discharged from any further liability or responsibility to construct or maintain any bridge across said water ditch or canal through said real property of the undersigned grantors, and that said grantors and each of them, for themselves, their heirs, executors, administrators and assigns, do hereby fully release and discharge the said Mountain States Power Company, its successors and assigns, from any further liability or obligation to rebuild, repair or maintain said bridge now constructed across said water ditch or canal, as aforesaid.

IN WITNESS WHEREOF the said grantors, aforesaid, have hereunto set their hands and seals this 30th day of April, 1928.

Done in the presence of: A. K. McMahan Emma Kennel

C. R. Kennel Mattie Kennel

at 4:00 o'clock P.M. Company, a corporation of receipt whereof is hereby Morris Koon and Mattie Kennel real property, situated Township Sixteen (16) south -four hundredths (40.00) lots One (1), Two (2), and -eight hundredths (80.00) of Section Eleven Township Sixteen (16) (led) ment belonging or interest, at law and equity.

lie Koon, his wife, their company, does covenant with es forever, that it will, the said Morris Koon and claims and demands of all

to a resolution of its ents to be signed by its ixed this 30th day of

R COMPANY, resident, ecretary.

len ember, 1924, before known, who, being duly e said Chas. E. Whines n Corporation, and that Corporation, and that the n by authority of its nkedged said instrument

my official seal, this Public for California, Jan 24, 1928.

t 8 o'clock A.M. , depose and say that ife, who are named as page 170 book 119 of the y own knowledge that both

J. T. Mayo Public for Oregon, 10-17-27.

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BOOK 233 PAGE 202

TRACT No. 112-10

### TRANSMISSION LINE EASEMENT

The GRANTOR, herein so styled whether one or more, KILL S. KENNEL, a widower,

for and in consideration of the sum of ONE THOUSAND THREE HUNDRED NINETY-FIVE ---  
--- Dollars (\$1,395.00 ),  
in hand paid by the UNITED STATES OF AMERICA, receipt of which is hereby acknowledged,  
hereby grants, bargains, sells, and conveys to the UNITED STATES OF AMERICA and its  
assigns, a perpetual easement and right to enter and erect, operate, maintain, repair  
rebuild, and patrol one or more electric power transmission lines and appurtenant signal  
lines, poles, towers, wires, cables, and appliances necessary in connection therewith,  
in, upon, over, under, and across the following-described parcel of land in the County  
of Linn in the State of Oregon to wit:

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That portion of the north 1050 feet of the N<sup>1/2</sup> of Section 22, Town-  
ship 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon,  
which lies within a strip of land 125 feet in width, the boundaries of said  
strip lying 62.5 feet distant from, on each side of, and parallel to the  
survey line of the Detroit-Albany transmission line as now located and staked  
on the ground over, across, upon, and/or adjacent to the above described  
property, said survey line being particularly described as follows:

Beginning at survey station 1277 + 22.2 a point on the North-South  
quarter section line of Section 22, Township 11 South, Range 3 West, Willa-  
mette Meridian, said point being S. 1° 52' 50" W. a distance of 373.6 feet  
from the quarter section corner on the north line of said Section 22; thence  
S. 79° 54' 20" W. a distance of 2690.2 feet to survey station 1304 + 12.4  
a point on the west line of said Section 22; said point being S. 2° 05' 10"  
W. a distance of 962.2 feet from the northwest corner of said Section 22.

It is understood and agreed that only a single series of towers shall be constructed  
on the foregoing easement.

Grantee covenants it will install metal gates at places where permanent fences  
cross said right-of-way.

I. M. C. KENNEL, lessee under an unrecorded lease expiring in October 1953 for  
a valuable consideration from the aforementioned grantor, hereby acknowledged, join  
in the execution of this instrument for the sole and specific purpose of subordinating  
any interest I may have in the above described premises to the easement being acquired  
by the United States of America and as not entering into or becoming a party in any  
degree or manner to the warranty contained herein.



together with the right to clear said parcel of land and keep the same clear of all brush, timber, structures, and fire hazards, provided however, the words "fire hazards" shall not be interpreted to include growing crops; and also the present and future right to top, limb, fell, and remove all growing trees, dead trees or snags (collectively called "danger trees") located on Grantor's land adjacent to said parcel of land, which could fall upon or against said transmission and signal line facilities.

TO HAVE AND TO HOLD said easement and rights unto the UNITED STATES OF AMERICA and its assigns, forever.

The Grantor covenants to and with the UNITED STATES OF AMERICA and its assigns that the title to all brush and timber cut and removed from said parcel of land and also all growing trees, dead trees or snags (collectively called "danger trees") cut and removed from Grantor's land adjacent to said parcel of land, is and shall be vested in the UNITED STATES OF AMERICA and its assigns and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for all damages incidental to the exercise of any of said rights.

The Grantor also covenants to and with the UNITED STATES OF AMERICA that Grantor is lawfully seized and possessed of the lands aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Dated this 22 day of June, 1943.

*Eli S. Kennell*  
Eli S. Kennell

*M. C. Kennell*  
M. C. Kennell

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EASEMENT  
(Individual)

KNOW ALL MEN BY THESE PRESENTS That Eli S. Kennell, also known as Eli S. Kennel, a widower, buried, County of Linn, State of Oregon, hereinafter called the Grantor, for and in consideration of the sum of One Dollar, to them paid by Northwest Natural Gas Company, a corporation of the State of Oregon, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the right of way and easement to lay, maintain and operate a 10 3/4 inch gas main in, upon, along and across a strip of land fifteen feet (15') in width, adjoining, paralleling and lying immediately north of the Bonneville Power Administration's Right of Way, said strip of land being a part of the following described real property situate in Linn County, Oregon, to-wit:



Beginning at a point

The Northwest quarter of Section 22, T. 11 S., R. 3 W., W.M., excepting therefrom the South 95 rods 9 1/2 feet thereof as conveyed to Sarah Krabill by deed recorded March 25, 1937 in Book 145, page 580, Deed Records.

Together with the right to enter upon said premises, to lay, repair, replace or remove said main and appurtenances.

Said gas main shall be laid two feet, more or less, below the surface of the ground in a good and workmanlike manner and the surface of the ground restored, as nearly as practicable, to the condition same was in prior to the laying of said main.

In consideration of the premises, Grantors agree that no building or other structure will be constructed within 5 feet of said gas main, and that no operations will be carried on upon said premises that will jeopardize its safe operation.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 26 day of May, 1960.

Eli S. Kennell

STATE OF OREGON )  
County of Linn ) ss.

Personally appeared the above-named Eli S. Kennell and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



W. Steele  
Notary Public for Oregon

My Commission expires:  
May 22, 1964

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R/W No. L1-51  
021-01-32

SOUTHERN PACIFIC PIPE LINES, INC.

RIGHT OF WAY DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

In consideration of value paid to the undersigned, herein collectively called "Grantor", by SOUTHERN PACIFIC PIPE LINES, INC., a corporation, herein called "Grantee", the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns, a right of way twenty feet (20') in width to construct, maintain, and operate one pipe line, valves, cathodic protection, and other appurtenances useful or convenient in connection therewith or incidental thereto, on, over, and through the following described lands of Grantor:

A strip of land 20 feet wide lying 10 feet Easterly when measured at right angles and 10 feet Westerly when measured at right angles from a survey traverse line over and across a portion of the Southwest Quarter of Section 15 and a portion of the Northwest Quarter of Section 22, Township 11 South, Range 3 West of the Willamette Meridian, more particularly described as follows:



Beginning at a point on the centerline of the Linn County Road known as the Grand Prairie Road, said point being North 81° 47' 30" West along the centerline of said road 1707 feet more or less from the intersection of the centerline of said road with the East line of the Southwest Quarter of said Section 15; thence South 2° 13' 30" West 1683.78 feet; thence South 3° 18' 30" East to a point on a line which is parallel with and 95 rods 9 1/2 feet Northerly of when measured at right angles from the South line of the Northwest Quarter of said Section 22 and terminus of this description, all situated in Linn County, Oregon.

SUBJECT TO rights of the Public on that portion of the above described property being within the right of way of the Linn County Road known as Grand Prairie Road.

ALSO subject to right of way for an existing irrigation canal.  
ALSO subject to the right of way of the Santiam-Albany Line No. 1 Bonneville Power Administration transmission line.  
ALSO subject to right of way of an existing natural gas pipe line.  
All bearings based on Oregon Coordinate System - North Zone Grid.

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Said right of way is more particularly described as follows:

This grant shall carry with it the right to inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct, and repair the said pipe line, valves, cathodic protection and other appurtenances, the right to mark the location of said right of way by suitable markers set and maintained in the ground at locations which shall not interfere with such use as Grantor shall make of the land within limits of said right of way, and the right of ingress to and egress from the said right of way across the lands of the Grantor upon and along existing roads and at places to be designated by Grantor for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights herein granted.

TO HAVE AND TO HOLD the above-described rights and right of way unto the Grantee, its successors and assigns, for as long as Grantee desires to exercise the same, and Grantee may assign the rights and right of way herein granted, either in whole or in part, subject to the terms of this grant.

In addition to the twenty foot (20') right of way hereinabove granted Grantor hereby grants the Grantee during the initial construction period of said pipe line the right to use an additional strip of land thirty feet (30') wide immediately adjacent to and situated on the East side of said right of way.

The pipe, valves, cathodic protection and other appurtenances shall at all times remain the property of Grantee, notwithstanding the same may be annexed or affixed to the freehold, and shall at any time and from time to time be removable, in whole or in part, by Grantee, its successor or assigns.

In the event Grantee permanently abandons the pipe line Grantee, at its option, may leave the pipe in place and shall execute and record a reconveyance and release of this grant.

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Grantor reserves the right to full use and enjoyment of the said premises, except for the purposes herein granted, and agrees that such use and enjoyment shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder, and that no building, reservoir, or structure shall be constructed on the said right of way without Grantee's written consent.

Grantee agrees to install said pipe line at a minimum vertical distance of 30 inches (30") between the top of the pipe and the existing surface of the ground at the time of construction. Grantor may hereafter install fences, drain tile, or ditches along or upon said right of way, provided that no part of Grantor's installation shall be located within twelve inches (12") of Grantee's facilities, and in the event any work performed by Grantee upon said right of way thereafter interferes with or damages any part of Grantor's installation, Grantee shall forthwith replace or repair such damage and shall also pay all damages which Grantor may suffer as a result thereof.

Grantee shall pay Grantor the amount of all damages, including, but not limited to, damages to crops, timber, livestock, fences, buildings, private roads, and other improvements caused by it on said lands in the construction, removal, reconstruction, maintenance, or repair of the pipe line or in the exercise of the right of ingress or egress.

Grantor represents, covenants, and warrants that such of the undersigned as are shown on record in said county as owners in fee simple of the land hereinabove described are indeed the owners of such fee simple title, subject only to outstanding encumbrances, if any, now on record in said county. This grant shall bind the Grantor to the full extent of the Grantor's interest therein, and if the Grantor shall later acquire a greater interest in said

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lands, this grant shall likewise bind all such after acquired interests.

Grantee, in construction of the pipe line, shall keep the topsoil separate from the subsoil, insofar as it is reasonably practical to do so, and in backfilling the trench after construction shall return the subsoil to the bottom or lower portion of the trench before replacing topsoil. In the event Grantee determines that the subsoil from the trench is not suitable for covering or padding said pipe, Grantee shall bring in additional material suitable for such purpose and shall not use any topsoil removed from Grantor's lands for the purpose of covering or padding said pipe without the Grantor's written permission.

Should the work area settle and cause a ditch after said pipe line has been constructed, then the Grantee will, upon Grantor's request bring in or cause to be brought in additional topsoil or compensate the owner therefor as reasonably necessary to make the top of the area covered by said ditch conform to the level of the adjacent soil. Grantee, upon Grantor's request, will remove any surplus soil from the ditch area to accomplish such leveling.

In the event that Grantee, its contractors or subcontractors, enters or re-enters the premises after completion of said pipe line for the purpose of inspecting, repairing, maintaining, replacing or removing said pipe line, Grantee shall assume liability for all damage to property, or for death or injury to persons, proximately caused by the exercise of these rights.

In the event Grantor desires to blast or dynamite in the vicinity of the right of way, Grantee, upon Grantor's written request, shall furnish a blasting foreman at the Grantor's expense, such expense not to exceed the reasonable wage normally paid for such service. If the said blasting or dynamiting is done under the

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immediate supervision and control of Grantee's blasting foreman, Grantor will be relieved of liability to Grantee for any damage to the pipe line or its appurtenances caused by said blasting or dynamiting.

In the event of erosion of the land proximately resulting from the construction, operation, or maintenance of the pipe line, Grantee shall be required, upon Grantor's written request, to maintain the said pipe line at the same depth between the top of the pipe and the existing surface of the ground as provided for above.

Grantee agrees to replace all existing fences in a condition comparable to their condition prior to the entry on the property by Grantee.

It is expressly understood between the parties that in accordance with the practice of good husbandry prevailing in said vicinity, the stubble and straw produced at the harvest of the crops produced by the Grantor is destroyed by burning and that the Grantor shall not be liable for any damage resulting to the property or installations, structures, and appurtenances connected with said pipe line through said burning.

Grantee, by the acceptance of this grant, agrees that it will indemnify and save harmless the Grantor from any and all claims for injuries or death to persons or damage to property resulting from the maintenance and operation of said pipe line by Grantee.

It is hereby understood that the parties securing this grant on behalf of Grantee are without authority to make any covenant or agreement not herein expressed.

The provisions hereof shall inure to the benefit of and

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be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, these presents are hereby signed this

26 day of April, 1952.

*Eli S. Kennel*

Eli S. Kennel

*Robert V. Rolfe*

Robert V. Rolfe

*Velma M. Rolfe*

Velma M. Rolfe

Executed in the presence of:

*Delaine Hasler*

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After recording return to:  
Weldon Burkholder, Trustee of the Weldon and  
Judy Burkholder Revocable Living Trust dated  
June 10, 2004

35166 Fry Road SE  
Albany, OR 97322

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

Weldon Burkholder, Trustee of the Weldon and  
Judy Burkholder Revocable Living Trust dated  
June 10, 2004

35166 Fry Road SE  
Albany, OR 97322

Escrow No. 08-803647  
Title No. 084102L

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STATUTORY WARRANTY DEED

Robert L. Faria and June Allison-Sylvester, Grantor(s) hereby convey and warrant to Weldon Burkholder and Judy Burkholder, Trustees, or their successors in trust, under the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004, Grantee(s) the following described real property in the County of LINN and State of Oregon free of encumbrances except as specifically set forth herein:

Beginning in the center of the County Road South 0°23' West 1254.94 feet and South 75°34' East 1920.79 feet from a point on the North line of and North 89°45' West 1484.06 feet from the Northeast corner of the John Burkhardt D.L.C. 51 in Township 11 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; and running thence South 8°39' West, 928.45 feet (954.59 feet, per C.S. 4093), to a 1/2" iron bolt on the North line of the Albany-Santiam Canal; thence North 81°40' East along said canal to the East line of Section 16 in said Township and Range; thence South along the East line of Sections 16 and 21 to a point 1577.0 feet North of the Southwest corner of the Northwest quarter of Section 22; thence East, parallel to the South line of said Northwest quarter to a point on the East line thereof; thence North along the East line of the Northwest quarter of Section 22 and the East line of the Southwest quarter of Section 15, a distance of 1509 feet, more or less, to the centerline of the first mentioned County Road; thence Northwesterly along said centerline to the place of beginning.

111944 11S03W15 #600  
112330 11S03W16 #2200  
127791 11S03W22 #300

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:

2006-2007 Real Property Taxes a lien not yet due and payable. AS DISCLOSED BY THE ASSESSMENT AND TAX ROLL, THE PROPERTY HAS BEEN SPECIALLY 2006-2006 REAL PROPERTY TAXES, A LIEN NOT YET DUE AND PAYABLE; ASSESSED FOR FARM USE; REGULATIONS INCLUDING LEVIES, LIENS, ASSESSMENTS, RIGHTS OF WAY AND EASEMENTS OF THE LINN SOIL AND WATER CONSERVATION DISTRICT; REGULATIONS INCLUDING LEVIES, LIENS, ASSESSMENTS, RIGHTS OF WAY AND EASEMENTS OF THE GRAND PRAIRIE WATER DISTRICT; REGULATIONS INCLUDING LEVIES, LIENS, ASSESSMENTS, RIGHTS OF WAY AND EASEMENTS OF THE LINN SOIL AND WATER CONSERVATION DISTRICT. RIGHTS OF THE

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Robert L. Faria

\_\_\_\_\_  
June Allison-Sylvester

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2006 by Robert L. Faria and June Allison-Sylvester.

\_\_\_\_\_  
(Notary Public for Oregon)

My commission expires \_\_\_\_\_



101 East Grant Street  
Lebanon, OR 97355

Bus (541) 259-3736  
Fax (541) 259-3746

**ESCROW INSTRUCTIONS**

TO: AMERITITLE

ESCROW # 08-803647  
ESCROW OFFICER: Jessica R. Ruef

Handed to you herewith \$560,000.00 as follows:

the balance plus closing costs to be paid at the close of this escrow and such other notes, documents and funds which may be required to enable you to comply with these instructions.

You are authorized and instructed to issue or cause to be issued the specified title insurance policy or policies, in the specified amounts to wit:

Owner's \$560,000.00

Showing title vested in:

Weldon Burkholder and Judy Burkholder, Trustees, or their successors in trust, under the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004

Insuring the interest of:

Weldon Burkholder and Judy Burkholder, Trustees, or their successors in trust, under the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004

In the following described property in the county of LINN, State of OREGON:

Beginning in the center of the County Road South 0°23' West 1254.94 feet and South 75°34' East 1920.79 feet from a point on the North line of and North 89°45' West 1484.06 feet from the Northeast corner of the John Burkhart D.L.C. 51 in Township 11 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; and running thence South 8°39' West, 928.45 feet (954.59 feet, per C.S. 4093), to a 1/2" iron bolt on the North line of the Albany-Santiam Canal; thence North 81°40' East along said canal to the East line of Section 16 in said Township and Range; thence South along the East line of Sections 16 and 21 to a point 1577.0 feet North of the Southwest corner of the Northwest quarter of Section 22; thence East, parallel to the South line of said Northwest quarter to a point on the East line thereof; thence North along the East line of the Northwest quarter of Section 22 and the East line of the Southwest quarter of Section 15, a distance of 1509 feet, more or less, to the centerline of the first mentioned County Road; thence Northwesterly along said centerline to the place of beginning.

RECEIVED

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Subject to the usual printed general exceptions, exceptions #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 23, 2006-07 real property taxes, a lien not yet due and payable and any additional exceptions that may become apparent or of record subsequent to the date of the report as shown in AMERITITLE's preliminary title report #084102L, report #1 which I have READ AND APPROVED and:

You will file or record the necessary legal instruments and then pay off such encumbrances of record as may exist at the time of closing to insure title as stated and you shall not be responsible for liens attaching after closing.

Certain items on the closing statements are estimates only and the final figures may be adjusted to accommodate exact amounts required upon disbursement. You are authorized and instructed to pay funds in accordance with the final closing statement.

Pro-rate as of Close of Escrow the following and charge or credit to my account accordingly:

REAL PROPERTY TAXES

In all acts in this escrow relating to fire insurance, including adjustments, if any, AmeriTitle shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid.

The expression "Close of Escrow" means the date on which instruments referred to herein are filed for record or in the case where there are no filings, when documents have been executed by all parties and funds exchanged.

No representation as to compliance with any State laws regarding water rights or domestic water supplies, well identification number, well information notices and any other required seller disclosures, subdivision acts and zoning ordinances have been made by escrow agent.

AmeriTitle has not performed a search for or filed any Financing Statements (UCC-1) as part of this transaction. AmeriTitle shall be held harmless from any and all liability resulting from issues involving Financing Statements (UCC-1). Any such search or filing shall be handled by the parties outside of this escrow closing. All parties have been advised by AmeriTitle to seek legal advice regarding Financing Statements.

These instructions shall be binding on the undersigned until the close of business 30 days from the date hereof and/or 30 days from the closing date set forth in the earnest money agreement and shall be performed within said period or thereafter unless written demand by the undersigned is made upon you for the revocation hereof; provided, however, that your agency as escrow holder will not extend beyond six months from the date set forth below. Any such written demand shall be effective upon receipt of such demand.

You are instructed to furnish to any attorney, broker, or lender identified with this transaction, or anyone acting on behalf of such attorney, broker, or lender, any information concerning this escrow, copies of all instructions, amendments and statements upon request.

I have not been referred by AmeriTitle to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been advised to seek legal counsel of my own choosing at my own expense for any question I may have. Any and all documents, which AmeriTitle has prepared for use in this transaction, have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

All terms and provisions of the Earnest Money Agreement and any amendments or addendums thereto have been complied with to the complete satisfaction of the parties or will be complied with outside of escrow, and all notices, demands, and instructions must be in writing.

Unless otherwise instructed, AmeriTitle assumes no liability or responsibility for verification of the nationality or foreign status of any transferor/seller in this transaction and has no responsibility for the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code commonly called FIRPTA, or any agency with state authority or jurisdiction.

These instructions may be signed in counterparts, with like effect as if all signatures appeared on a single copy. Consent, acceptance or approval required or remitted by any party hereunder may be given by facsimile transmission.

AmeriTitle's liability hereunder is limited to its obligations specifically set forth herein. AmeriTitle may terminate this escrow at any time, without notice, or liability. Documents and monies shall be returned to the parties depositing them. In the event AmeriTitle earns interest on any monies deposited hereby, said interest may be retained by AmeriTitle as additional earned fees, whether or not related to this escrow. If for any reason disputed funds are retained in escrow, you may deduct therefrom \$25.00 per month as custodian.

In the event any dispute arises between the parties hereto or with any third person concerning the property, documents, or funds covered by these instructions, AmeriTitle may at its election (a) hold all matters in their existing status pending resolution of such dispute or (b) join or commence a court action and in such action deposit the funds and documents referred to herein with the court where such action is pending, and ask the court to determine the rights of purchaser and seller in and to such property, documents and funds. In the event of such dispute and AmeriTitle's election of either alternative described above, AmeriTitle shall have no further duties or obligations under this agreement other than either to hold such funds and documents until Purchaser and Seller have resolved their dispute or to deposit such funds and documents into court.

In the event any suit or action is brought by SELLER, PURCHASER, AMERITITLE or any of them to enforce this agreement or to resolve any dispute between or among Purchaser, Seller, and AmeriTitle including but not limited to a declaratory judgment action, AmeriTitle shall be entitled to recover all expenses, costs and reasonable attorneys' fees incurred in connection with such suit or action at trial, on appeal, on any petition for review, in any arbitration, and any administrative or bankruptcy proceeding.

In consideration of this account, the bank provides certain benefits to AmeriTitle, (i.e. payment of accounting services, etc) which are passed on to the consumer by this company in the form of lower escrow fees. It is estimated that the benefit averaged \$32.48 per escrow based on the total 2005 closings.

Borrower(s) acknowledge that, pursuant to regulations adopted under the real estate settlement procedures act, I (we) have a right to review the HUD-1 settlement statement one day prior to closing and do hereby waive such right and instruct the settlement agent herein to proceed in accordance with alternative sections of such regulations.

In response to the Gramm-Leach-Bliley Act, the appropriate parties have been provided with a copy of AmeriTitle's Privacy Policy.

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

**SIGNATURES**

**SELLER(S):**

\_\_\_\_\_  
Robert L. Faria  
Dated: \_\_\_\_\_  
Mailing Address:  
P.O. Box 183  
Wasco, OR 97065

\_\_\_\_\_  
June Allison-Sylvester  
Dated: \_\_\_\_\_  
Mailing Address:  
5046 Grand Prairie Road SE  
Albany, OR 97322

**BUYER(S):**

American Exchange Services, Inc.  
BY: \_\_\_\_\_  
Paula M. Frey, Assistant Secretary  
Dated: \_\_\_\_\_  
Mailing Address:  
320 Church Street NE  
Salem, OR 97301

**READ AND APPROVED:**

Weldon Burkholder and Judy Burkholder, Trustees of the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004, Exchanger

BY: \_\_\_\_\_  
Weldon Burkholder, Trustee

BY: \_\_\_\_\_  
Judy Burkholder, Trustee

Dated: \_\_\_\_\_  
Mailing Address:  
35166 Fry Road SE  
Albany, OR 97322

Receipt of money and/or instruments herein above mentioned is hereby acknowledged:

AMERITITLE

By: \_\_\_\_\_  
Jessica R. Ruef

**RECEIVED**

NOV 07 2010



## ADDENDUM TO ESCROW INSTRUCTIONS

ESCROW # 08-803647

DATE: 07-25-2006

It is the intent of **Weldon Burkholder and Judy Burkholder, Trustees, or their successors in trust, of the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004** with the closing of this escrow, to effect an IRC Section 1031 Tax Deferred Exchange.

**American Exchange Services, Inc.** has been designated as the Facilitator in this transaction. All rights and interest of **Weldon Burkholder and Judy Burkholder, Trustees, or their successors in trust, of the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004** in that certain purchase and sale agreement and any addendums thereof, between **Robert L. Faria and June Allison-Sylvester**, as SELLERS, and **Weldon Burkholder and Judy Burkholder, Trustees of the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004, Exchanger**, as BUYERS, have been assigned to said Facilitator.

It is understood and acknowledged by the parties that while the Exchangor has assigned all of their interest in the transaction to the Facilitator, it is necessary for the Exchangor to remain a part of the transaction for the purpose of reviewing and approving all of the documents being executed by the Facilitator as well as signing documents presented to escrow for signature by the Exchangor, including but not limited to, indemnities, affidavits and loan documents, if applicable.

A direct deed from **Robert L. Faria and June Allison-Sylvester** to **Weldon Burkholder and Judy Burkholder, Trustees, or their successors in trust, under the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004** shall be recorded at closing.

It is the intent of the Exchangor to complete this 1031 Tax Deferred Exchange for the primary benefit of **Weldon Burkholder and Judy Burkholder, Trustees, or their successors in trust, of the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004** (Taxpayer) at no additional expense or liability to the **Robert L. Faria and June Allison-Sylvester**. The subject property of this escrow is considered the replacement property of this 1031 Exchange.

The parties acknowledge that they have been advised to seek the counsel of their own tax attorney or certified public accountant for the determination of any tax consequences of this transaction. It is understood and agreed that AmeriTitle makes no representations or guarantees as to the adequacy of this transaction. AmeriTitle is hereby relieved of any and all liability and/or responsibility for any loss which said party may sustain in the event this transaction or the property which is the subject of this transaction, is audited by the Internal Revenue Service and disqualified as a 1031 Exchange.

We are disclosing to you Jeld-Wen, inc is the owner of AmeriTitle and the owner of American Exchange Services, Inc., the facilitator in this 1031 exchange transaction. We call this interest to your attention in order to be perfectly open and fair with you. In our opinion, this interest will not prevent us from being a fair and impartial escrow agent in this transaction. Nevertheless, you may request that this transaction be closed by some other licensed escrow agent if you so desire. The undersigned hereby authorizes and instructs the escrow agent to follow the instructions given by American Exchange Services, Inc., and to incorporate said instructions into this transaction.

You are hereby instructed to prepare the following a **Warranty Deed from Robert L. Faria and June Allison-Sylvester to Weldon Burkholder and Judy Burkholder, Trustees, or their successors in trust, of the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004**. It is herein understood that AmeriTitle is acting as a scrivener only and has not given any advice or interpretation of the effect of these documents to the undersigned. The undersigned have/have been advised to seek legal advice to ensure that their interest is being met and/or secured. The undersigned parties hereby acknowledge that they have read and reviewed said documents so drawn as to both content and accuracy and approve their use in this escrow and to hold AmeriTitle harmless from any liability or responsibility with regard to said documents.

Real property and/or manufactured home tax prorates for the current tax year are based on an estimated amount. If a manufactured home is involved, AmeriTitle is authorized and instructed to prepay, as required by the county

The property as set forth herein has been specially assessed as farm use land. It shall be the intent of the buyer to keep the property in farm use classification. If the property should become disqualified for any reason from farm use, any and all back and current taxes or assessments shall be the sole responsibility of the buyer. Further, AmeriTitle has no responsibility to the parties in the transaction as to any problems, litigation or taxes that might arise, should the property become disqualified from the farm use assessment.

The parties herein advise that they are obtaining proof of insurance on subject property outside of this escrow. The parties direct AmeriTitle to close this escrow without having received proof of insurance and hold AmeriTitle harmless from any and all liability and responsibility as a result of following this instruction.

The undersigned parties hereby acknowledge that the manufactured home located on the subject property is NOT being conveyed as part of this escrow transaction. The undersigned parties shall assume all responsibility, liability and costs associates for the future transfer and/or movement of said manufactured home.

Escrow Agent is hereby authorized and instructed to disburse the net proceeds due the undersigned Sellers at the close of escrow as follows:

- \_\_\_\_\_ % to Robert L. Faria
- \_\_\_\_\_ % to June Allison-Sylvester
- \_\_\_\_\_ % to both Robert L. Faria and June Allison-Sylvester

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

**SIGNATURES**

**SELLER(S):**

\_\_\_\_\_  
 Robert L. Faria  
 Dated: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 P.O. Box 183  
 Wasco, OR 97065

\_\_\_\_\_  
 June Allison-Sylvester  
 Dated: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 5046 Grand Prairie Road SE  
 Albany, OR 97322

**BUYER(S):**

American Exchange Services, Inc.  
 BY: \_\_\_\_\_  
 Paula M. Frey, Assistant Secretary

Dated: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 320 Church Street NE  
 Salem, OR 97301

**READ AND APPROVED:**

Weldon Burkholder and Judy Burkholder, Trustees of the Weldon and Judy Burkholder Revocable Living Trust dated June 10, 2004, Exchanger

BY: \_\_\_\_\_  
 Weldon Burkholder, Trustee

BY: \_\_\_\_\_  
 Judy Burkholder, Trustee

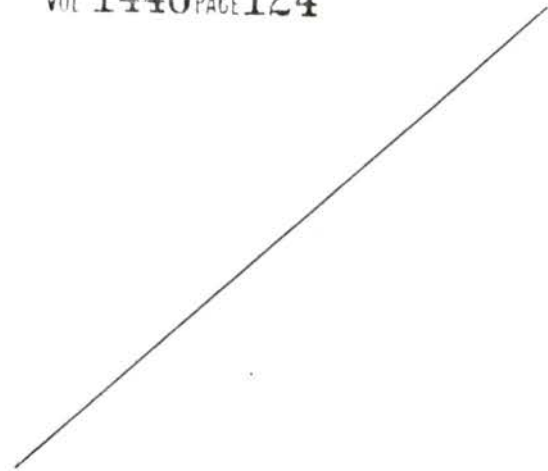
Dated: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 35166 Fry Road SE  
 Albany, OR 97322

**RECEIVED**



After Recording, Return to:  
Weldon E. Burkholder  
35166 Fry Road SE  
Albany, OR 97321

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



**STATUTORY WARRANTY DEED**  
(Individual)

(Above Space Reserved for Recorder's Use)

Ellis Stutzman, Successor Trustee of the Clara Krabill Credit Shelter Trust dated March 2, 2000

conveys and warrants to  
Weldon E. Burkholder and Judy M. Burkholder, husband and wife

the following described real property in the State of Oregon and County of Linn free of encumbrances, except as specifically set forth herein:

PARCEL I:

Beginning 525 feet West of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 21, Township 11 South, Range 3 West; thence North to the Albany-Lebanon Canal; thence West 110 feet; more or less, to the East line of deed Vol. 148, page 534; thence South 1378 feet; thence East 110 feet, more or less, to the point of beginning, in Linn County, Oregon. Commencing at the Southeast corner of the Northeast quarter of Section 21, Township 11 South, Range 3 West of Willamette Meridian, in Linn County, Oregon, thence North along the Eastern boundary line of said Section 21, 159 rods 9 1/2 feet to the middle of the Albany-Lebanon canal, thence Westerly along the middle of said canal 31 rods 13 1/2 feet to the Northeast corner of land formerly owned by M.S. Kennel  
(Continued)

Tax Account Number(s): #127809/11-3W-22/400#127668/11-3W-21/301#127643/11-3W-21/100

This property is free of encumbrances, EXCEPT:

1. Rights of the public, riparian owners and governmental bodies as to the use of the waters of Albany-Lebanon Canal and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.  
(Continued)

The true consideration for this conveyance is \$345,000.00

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.

DATED this 16 day of June, 2003.

\_\_\_\_\_  
Ellis Stutzman, Successor Trustee

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11.5W. 211100. 201  
# 127643. # 127668  
AFTER RECORDING RETURN TO:  
LAWYERS TITLE INSURANCE CORP. 70957.

LEGAL DESCRIPTION (Continued)

Order No.: 709571

and Katie Kennel, thence South 159 rods 9 1/2 feet to the center line of Section 21 and West to the place of beginning, thence East 31 rods 13 1/2 feet along the center line of Section 21 to the place of beginning, all situated in Linn County, State of Oregon.

PARCEL II:

Beginning at a point which is 540.41 feet South 0° 18' West of the intersection of the Albany-Santiam Canal centerline with the West line of the Northeast Quarter of Section 21, Township 11 South, Range 3 West of the Willamette Meridian in Linn County, Oregon; running thence South 0° 18' West along said West line of Section 21 a distance of 593.59 feet; thence East 2030 feet; thence North 0° 18' East 593.59 feet; thence West 2030 feet to the true place of beginning.

EXCEPTING THEREFROM that portion conveyed to Linn County for public and road purposes, recorded April 9, 1992 in Volume 310, Page 836, Linn County Deed Records.

RECEIVED

NOV 05 2018

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ENCUMBRANCES (Continued)

Order No.: 70957i

2. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.  
Account No. : 127643, 127809, 127668
3. Easement in favor of The Bonneville Power Administration as delineated on the Assessor's Plat.
4. An easement created by instrument, including the terms and provisions thereof,  
Dated : May 26, 1960  
Recorded : July 20, 1960 in Volume 272, Page 235  
In favor of : Northwest Natural Gas Company  
For : gas main  
(AFFECTS TAX LOT 100)
5. An easement created by instrument, including the terms and provisions thereof,  
Dated : May 26, 1960  
Recorded : July 20, 1960 in Volume 272, Page 236  
In favor of : Northwest Natural Gas Company  
For : gas main  
(AFFECTS TAX LOT 301)

RECEIVED

NOV 03 2018

OWRD

STATE OF OREGON  
County of Linn

I hereby certify that the attached  
was received and duly recorded  
by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

M 15  
P 10  
A 11

36

2003 JUN 16 P 2:55

RECEIVED  
OVRD  
NOV 05 2018



Order No.: 711451

My Commission Expires: 4/6/08

*[Signature]*  
Notary Public for Oregon

STATE OF OREGON, COUNTY OF LINN) ss.  
The foregoing instrument was acknowledged before me this 5 day of May, 2003, by Ellis Stutzman, Successor Trustee of the Clara Krabill Credit Shelter Trust dated March 2, 2000.

Ellis Stutzman, Successor Trustee

Dated this 5 day of May, 2003.

The true consideration for this conveyance is \$440,000.00 which is paid by an accommodation pursuant to an IRC 1031 exchange. 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 PER 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.

(Continued)  
Account No. : 127809  
the number of years in which this special assessment was in effect for the land.  
1. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for Tax Account Number(s) : #127809 11-3M-22/400

11:30 - 2/14/00  
# 127809

The following described real property in the State of Oregon and County of Linn free of encumbrances, except as specifically set forth herein:  
Commencing in the center of the highway in Township 11 South of Range 3 west of the Williamette Meridian, Linn County, Oregon, at a point which is the center of section 22, in said township and range, thence North 95 rods 9 1/2 feet to the S.E. corner of land dedeed to Elie S. Kennel; thence West 161 rods to the East boundary line of section 22 and section 21, thence South 95 rods 9 1/2 feet to the South boundary line of land owned by the grantor in said township and range, being the southeast corner of the Northwest quarter of said section 22, thence East to the place of beginning.

Weldon B. Burkholder and Judy M. Burkholder, husband and wife  
conveys and warrants to  
2000  
Ellis Stutzman, Successor Trustee of the Clara Krabill Credit Shelter Trust dated March 2,  
(Above Space Reserved for Recorder's Use)

STATUTORY WARRANTY DEED (Individual)

After recording, Return to:  
Weldon B. Burkholder  
35166 Fry Road S.E.  
Albany, OR 97122  
Until a change is requested, tax statements shall be sent to the following address:  
SAME AS ABOVE



AFTER RECORDING RETURN TO:  
LAWYERS TITLE INSURANCE CORP.  
711451

STATUTORY WARRANTY DEED  
(Continued)

VOI 1421 PAGE 170

ENCUMBRANCES (Continued)

Order No.: 711451

- The rights of the public in and to that portion of the herein described property lying within the limits of Fry Road SE.

RECEIVED

NOV 06 2018

OWRD

STATE OF OREGON  
County of Linn

I hereby certify that the attached  
was received and duly recorded  
by me in Linn County records.

STEVE DRUCKENMILLER  
Linn County Clerk

By SW Deputy PAGE 169

M  
R  
S  
O

NOV 06 2018

31

EASEMENT  
(Individual)

KNOW ALL MEN BY THESE PRESENTS: That Emma Kennel, a single person, and Sam S. Kennel and Kathryn Kennel, husband and wife, County of Linn, State of Oregon, hereinafter called the Grantors, for and in consideration of the sum of One Dollar, to them paid by Northwest Natural Gas Company, a corporation of the State of Oregon, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Grantee, its successors and assigns, the right of way and easement to lay, maintain and operate a 10 3/4 inch gas main in, upon, along and across a strip of land fifteen feet (15') in width, adjoining, paralleling and lying immediately north of the Bonneville Power Administration's Right of Way, said strip of land being a part of the following described real property situate in Linn County, Oregon, to-wit:

Beginning at a point on the West line of the premises heretofore conveyed to me by deed recorded in Vol. 80 at page 12 of the deed records of Linn County, Oregon, which deed is hereby referred to, where the Albany and Santiam water ditch or canal company's ditch intersects said West line, being a point in the center of said canal, at said point, running thence South on the West line of said premises referred to in the deed above mentioned, a distance of 1134 feet, to the North line of that tract conveyed to Emma Kennel by deed recorded June 12, 1957 in Book 254, page 725, Deed Records; thence East along said North line 2,030 feet; thence North a distance of 1378 feet, to the center of the Albany and Santiam Canal; thence down the center of said canal to the place of beginning, all lying and being situated in the County of Linn and State of Oregon.

Together with the right to enter upon said premises, to lay, repair, replace or remove said main and appurtenances.

Said gas main shall be laid two feet, more or less, below the surface of the ground in a good and workmanlike manner and the surface of the ground restored, as nearly as practicable, to the condition same was in prior to the laying of said main.

In consideration of the premises, Grantors agree that no building or other structure will be constructed within 5 feet of said gas main, and that no operations will be carried on upon said premises that will jeopardize its safe operation.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 26 day of May, 1960.

Emma Kennel  
Sam S. Kennel  
Kathryn Kennel

STATE OF OREGON }  
County of Linn } ss.

Personally appeared the above-named Emma Kennel, Sam S. Kennel and Kathryn Kennel and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



C.W. Steele  
Notary Public for Oregon  
My Commission expires May 25, 1964

RECEIVED  
NOV 05 2018  
OWRD

c15



KNOW ALL MEN BY THESE PRESENTS: That Sarah Krabill  
~~husband and wife~~  
a single person,  
County of Linn, State of Oregon, hereinafter called the Grantors,  
for and in consideration of the sum of One Dollar, to them paid by Northwest  
Natural Gas Company, a corporation of the State of Oregon, hereinafter called  
Grantee, the receipt of which is hereby acknowledged, have granted, bar-  
gained, sold and conveyed and by these presents do grant, bargain, sell and  
convey unto the said Grantee, its successors and assigns, the right of way and  
easement to lay, maintain and operate a 10 3/4 inch gas main in, upon, along  
and across a strip of land fifteen feet (15') in width, adjoining, paralleling  
and lying immediately north of the Bonneville Power Administration's Right of  
Way, said strip of land being a part of the following described real property  
situate in Linn County, Oregon, to-wit:



Beginning at a point on the Western boundary line of Section 22,  
Township 11 South, Range 3 West, Willamette Meridian, Linn County, Oregon,  
at a point 77 rods 9 1/2 feet North of the Southwest corner of the  
Northwest quarter of said Section 22; thence North 82 rods to the middle  
of the Albany-Lebanon canal; thence westerly along the middle of said  
canal 31 rods 13 1/2 feet to the Northeast corner of land formerly owned  
by M. S. and Katie Kennel; thence South 81 rods to a point due West of  
the place of beginning; thence East 31 rods 13 1/2 feet to the place of  
beginning, all lying and being in Linn County, Oregon.

Together with the right to enter upon said premises, to lay, repair,  
replace or remove said main and appurtenances.

Said gas main shall be laid two feet, more or less, below the sur-  
face of the ground in a good and workmanlike manner and the surface of the  
ground restored, as nearly as practicable, to the condition same was in prior  
to the laying of said main.

In consideration of the premises, Grantors agree that no building  
or other structure will be constructed within 5 feet of said gas main, and  
that no operations will be carried on upon said premises that will jeopardize  
its safe operation.

IN WITNESS WHEREOF, the Grantors have hereunto set their  
hands and seals this 26 day of May, 1960.

Sarah Krabill

STATE OF OREGON )  
County of Linn ) ss.

Personally appeared the above-named Sarah Krabill  
and acknowledged the foregoing instrument to  
be their voluntary act and deed. Before me:



C. W. Steele  
Notary Public for Oregon

My Commission expires:  
May 22, 1964

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