

W. 14. C.

AGENDA COVER MEMO



DATE: June 14, 2006
TO: BOARD OF COUNTY COMMISSIONERS
FROM: BILL VANVACTOR, COUNTY ADMINISTRATOR
 KENT HOWE, PLANNING DIRECTOR
RE: In the Matter of Considering a Ballot Measure 37 Claim and Deciding Whether to Modify, Remove or Not Apply Restrictive Land Use Regulations in Lieu of Providing Just Compensation (PA 05-6580, Howarth).

I. MOTION

Move to approve the Measure 37 claim and adopt the order attached to this memo.

II. ISSUE OR PROBLEM

Shall the Board of County Commissioners compensate an applicant under Ballot Measure 37 and LC 2.700 through 2.770 for the reduction in fair market value of the affected property interest resulting from enactment or enforcement of restrictive land use regulations or modify, remove, or discontinue application of those land use regulations to the subject property to allow Terry, Lynn and Royanna Howarth to use the property as allowed at the time they acquired the property?

III. DISCUSSION

A. Background

Applicants: Terry, Lynn and Royanna Howarth

Current Owners: Terry, Lynn and Royanna Howarth

Agent: Donald Joe Willis

Map and Tax lot: 18-06-23 #200

Acreage: approximately 330 acres

Current Zoning: F2 (Impacted Forest)

Date Property Acquired: December 26, 1973

Date claim submitted: October 21, 2005. On January 17, 2006, the applicant placed this claim on hold. The new 180-day deadline is June 7, 2006. During a phone conversation on May 18, the applicants' representative requested this item be heard on June 14.

Land Use Regulations in Effect at Date of Acquisition: unzoned

Restrictive County land use regulation: Minimum parcel size and requirement for special use permit for a new dwelling, as contained in LC 16.211.

B. Specific Relief Sought:

On October 21, 2005, Donald Joe Willis submitted a Measure 37 Claim on behalf of Terry, Lynn and Royanna Howarth. The applicants request compensation, or a waiver of the F2 (Impacted Forest) zone regulations that prohibit the division of the property into lots smaller than 80 acres and development of a dwelling on each lot.

C. Lane Code Submittal Requirements

The applicant has paid the processing fee and submitted evidence in support of this claim. This evidence includes deeds and a statement of value reduction.

D. Analysis

The property contains approximately 330 acres. The applicants wish to divide the property into "small acreage rural residential lots, and develop a single family residential with accessory structures on each lot." The applicants have identified Chapters 9, 10 and 12-16 of the Lane Code as prohibiting the desired development. Although the applicant has not identified the specific local land use regulation that prohibits the desired development, the property is zoned F2 (Impacted Forest). It appears the restrictive regulations are the minimum parcel size of 80 acres and the requirement for a special use permit for a new dwelling.

Based on the submitted deeds and the records of the County Assessor, the property is owned by Terry, Lynn and Royanna Howarth. The acquired an interest in the property on December 26, 1973 (Memorandum of Land Sale Contract, Instrument #7357216). On that date, the property was unzoned.

As evidence of a value reduction, the applicants have submitted a letter from their representative. The Board will need to determine if the submitted evidence demonstrates a reduction in fair market value from enforcement of a restrictive land use regulation. Because the processing deadline is June 7, the Board will need to make a determination at the hearing unless the applicant extends the processing deadline.

To have a valid claim against Lane County under Measure 37 and LC 2.700 through 2.770, the applicant must prove:

1. Lane County has enacted or enforced a restrictive land use regulation since the owner acquired the property, and
2. The restrictive land use regulation has the effect of reducing the fair market value of the property, and
3. The restrictive land use regulation is not an exempt regulation as defined in LC 2.710.

Restrictive Regulations

Based on the submitted deeds, it appears the Howarth family acquired an interest in the property on December 26, 1973. On that date, the property was unzoned. Currently, the property is zoned F2 (Impacted Forest), the minimum parcel size is 80 acres and a new dwelling requires a special use permit. The applicant has expressed the desire to

develop "small acreage rural residential lots". Based on this evidence, it appears the Howarth family is prevented from developing the property as could have been allowed in 1973. The submitted deeds are summarized below:

It appears the current owners are Terry, Lynn, Eugene and Royanna Howarth, and Richard and Naoma Door. The Howarths acquired an interest in the property on December 26, 1973, (Memorandum of Land Sale Contract #7357216), and acquired fee title ownership on April 23, 1996 (Warranty Deed #9626085). The submitted documents are summarized below:

- Memorandum of Land Sale Contract, Instrument #7357216, dated December 26, 1973. This shows Terry, Lynn, Eugene, and Royanna Howarth and Richard and Naoma Door acquired an interest in the property. The owners were Joseph and Mary Beyerl.
- Assignment of Purchasers' interest in Land Sale contract. Instrument #76-59372, dated July 30, 1976. Richard and Naoma Door assign their interest in the contract to Howarth.
- Assignment of Interest. Instrument #7663388, dated December 1, 1976. On this date, Clarence and Gloryne Parr acquired an interest in the property.
- Memorandum of Contract. Instrument #80-55695, dated November 3, 1980. Clarence and Gloryne Parr released a portion of their interest.
- Warranty Deed. Instrument #9115204, dated April 3, 1991. Joseph and Mary Beyerl convey the property to the Beyerl Family Trust.
- Warranty Deed. Instrument #9626085, dated April 23, 1996. The Beyerl Family Trust conveys the property to Terry, Lynn, Eugene and Royanna Howarth, and Richard and Naoma Door.

Reduction in Fair Market Value

The applicant is alleging a reduction of \$3 million and \$12 million. As evidence of a value reduction, the applicants have submitted a letter from their representative. No other evidence regarding the an alleged value reduction has been submitted. The Board will need to determine if the submitted evidence demonstrates a reduction in fair market value from enforcement of a restrictive land use regulation.

Exempt Regulations

The F2 (Impacted Forest) limitation on new dwellings and the minimum parcel size of 80 acres do not appear to be exempt regulations described in Measure 37 or LC 2.710.

E. Conclusion/County Administrator Recommendation

It appears this is a valid claim if the Board determines the submitted evidence demonstrates a reduction in fair market value from enforcement of a restrictive land use regulation.

IV. ALTERNATIVES/OPTIONS

The Board has these options:

1. Determine the application appears valid and adopt the order attached to this report.
2. If the applicant extends the processing deadline, the Board may request additional information regarding the reduction in value.
3. Conclude the application is not a valid claim and direct the issuance of a final written decision by the County Administrator denying the Claim.

V. RECOMMENDATION

If the Board determines the submitted evidence demonstrates a reduction in fair market value from enforcement of a restrictive land use regulation, the County Administrator recommends alternative #1.

VI. ATTACHMENTS

Order to approve the Measure 37 claim of Terry, Lynn and Royanna Howarth.

Vicinity map.

Supplemental information submitted on May 12, 2006.

Written claim submitted October 21, 2005

**BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY,
OREGON**

ORDER No.) IN THE MATTER OF CONSIDERING A BALLOT
) MEASURE 37 CLAIM AND DECIDING
) WHETHER TO MODIFY, REMOVE OR NOT
) APPLY RESTRICTIVE LAND USE
) REGULATIONS IN LIEU OF PROVIDING JUST
) COMPENSATION (Terry, Lynn and Royanna
) Howarth / PA05-6580)

WHEREAS, the voters of the State of Oregon passed Ballot Measure 37 on November 2, 2004, which added provisions to Oregon Revised Statutes (ORS) Chapter 197 to require, under certain circumstances, payment to landowners if a government land use regulation restricts the use of private real property and has the effect of reducing the property value; and

WHEREAS, the Board of County Commissioners of Lane County enacted Ordinance No. 18-04 on December 1, 2004, to establish a real property compensation claim application process in LC 2.700 through 2.770 for Ballot Measure 37 claims; and

WHEREAS, the County Administrator has reviewed an application for a Measure 37 claim submitted by Terry, Lynn and Royanna Howarth (PA05-6580), the owners of real property described in the records of the Lane County Assessor as map 18-06-23, tax lot 200, consisting of approximately 330 acres in Lane County, Oregon; and

WHEREAS, the County Administrator has determined that the application appears to meet all of the criteria of LC 2.740(1)(a)-(d), appears to be eligible for just compensation and appears to require modification, removal or not applying the restrictive land use regulations in lieu of payment of just compensation and has referred the application to the Board for public hearing and confirmation that the application qualifies for further action under Measure 37 and LC 2.700 through 2.770; and

WHEREAS, the County Administrator has determined under LC 2.740(4) that modification, removal or not applying the restrictive land use regulation is necessary to avoid owner entitlement to just compensation under Ballot Measure 37 and made that recommendation to the Board; and

WHEREAS, the Board has reviewed the evidence and confirmed the application appears to qualify for compensation under Measure 37 but Lane County has not appropriated funds for compensation for Measure 37 claims and has no funds available for this purpose; and

WHEREAS, on June 14, 2006, the Board conducted a public hearing on the Measure 37 claim (PA05-6580) of Terry, Lynn and Royanna Howarth and has now determined that the restrictive F2 (Impacted Forest) zone dwelling and land division requirements of LC 16.211 were enforced and made applicable to prevent Terry, Lynn and Royanna Howarth from developing the property as might have been allowed at the time they acquired an interest on December 26, 1973, and that the public benefit from application of the current F2 dwelling and division land use regulations to the applicants' property is outweighed by the public burden of paying just compensation; and

WHEREAS, Terry, Lynn and Royanna Howarth request either \$12,000,000 as compensation for the reduction in value of their property, or waiver of all land use regulations that would restrict the division of land into lots containing less than eighty acres and placement of a dwelling on each lot, uses that could have otherwise been allowed at the time they acquired an interest in the property; and

WHEREAS, the Board finds that under LC 2.760(3) the public interest would be better served by modifying, removing or not applying the challenged land use regulations of the F2 zone to the subject property in the manner and for the reasons stated in the report and recommendation of the County Administrator incorporated here by this reference except as explicitly revised here to reflect Board deliberation and action to allow Terry, Lynn and Royanna Howarth to make application for development of the subject property in a manner similar to what they could have been able to do under the regulations in effect when they acquired an interest in the property; and

WHEREAS, this matter having been fully considered by the Lane County Board of Commissioners.

NOW, THEREFORE IT IS HEREBY ORDERED that the applicant Terry, Lynn and Royanna Howarth made a valid claim under Ballot Measure 37 by describing the use being sought, identifying the county land use regulations prohibiting that use, submitting evidence that those land use regulations have the effect of reducing the value of the property, showing evidence that they acquired an interest in the property before the restrictive county land use regulations were enacted or enforced and the Board hereby elects not to pay just compensation but in lieu of payment, the request of Terry, Lynn and Royanna Howarth shall be granted and the restrictive provisions of LC 16.211 that limit the development of dwellings and the division of land in the F2 (Impacted Forest) Zone shall not apply to Terry, Lynn and Royanna Howarth, so they can make application for approval to develop the property described in the records of the Lane County Assessor as map 18-06-23, tax lot 200, in a manner consistent with the land use regulations in effect when they acquired an interest in the property on December 26, 1973.

IT IS HEREBY FURTHER ORDERED that Terry, Lynn and Royanna Howarth still need to make application and receive approval of any division of the property or placement of a dwelling under the other land use regulations applicable to dividing the property or placing a dwelling that were not specifically identified or established by Terry, Lynn and Royanna Howarth as restricting the division of the property or placement of a dwelling, and it would be premature to not apply those regulations given the available evidence. To the extent necessary to effectuate the Board action to not apply the dwelling or division restrictions of the applicable zone described above, the claimant shall submit appropriate applications for review and approval of land divisions and any new dwellings to show the specific development proposals and in the event additional county land use regulations result in a restriction of those uses that have the effect of reducing the fair market value of the property, the County Administrator shall have the authority to determine those restrictive county land use regulations that will not apply to that development proposal to preclude entitlement to just compensation under Measure 37. All other Lane Code land use and development regulations shall remain applicable to the subject property until such time as they are shown to be restrictive and that those restrictions reduce the fair market value of the subject property.

IT IS HEREBY FURTHER ORDERED that this action making certain Lane Code provisions inapplicable to use of the property by Terry, Lynn and Royanna Howarth does not constitute a waiver or modification of state land use regulations and does not authorize immediate division of the subject property or immediate construction of a dwelling. The requirements of state law may contain specific standards regulating development of the subject property and the applicants should contact the Department of Administrative Services (DAS - State Services Division, Risk Management - Measure 37 Unit, 1225 Ferry Street SE, U160, Salem, OR 97301-4292; Telephone: (503) 373-7475; website address: <http://www.oregon.gov/DAS/Risk/M37.shtml>) and have the State of Oregon evaluate a Measure 37 claim and provide evidence of final state action before seeking county land use approval.


IT IS HEREBY FURTHER ORDERED that the other county land use regulations and rules that still apply to the property require that land use, sanitation and building permits be approved by Lane County before any development can proceed. Notice of this decision shall be recorded in the county deed records. This order shall be effective and in effect as described in LC 2.770 and Ballot Measure 37 to the extent permitted by law. This order does not resolve several questions about the effect and application of Measure 37, including the question of whether the right of applicants to divide or build dwellings can be transferred to another owner. If the ruling of the Marion County Circuit Court in *MacPherson v. Dept. of Administrative Services*, (Marion County Circ. Ct. Case No. 00C15769, October 14, 2005) or any other court decision involving Ballot Measure 37 becomes final and that decision or any subsequent court decision has application to Lane County in a manner that affects the authority of this Board to grant relief under Ballot Measure 37 and LC 2.700 through 2.770 then the validity and effectiveness of this Order shall be governed by LC 2.770 and the ruling of the court.

DATED this _____ day of _____, 2006.

Bill Dwyer, Chair
Lane County Board of County Commissioners

APPROVED AS TO FORM

Date 6-6-2006 Lane County



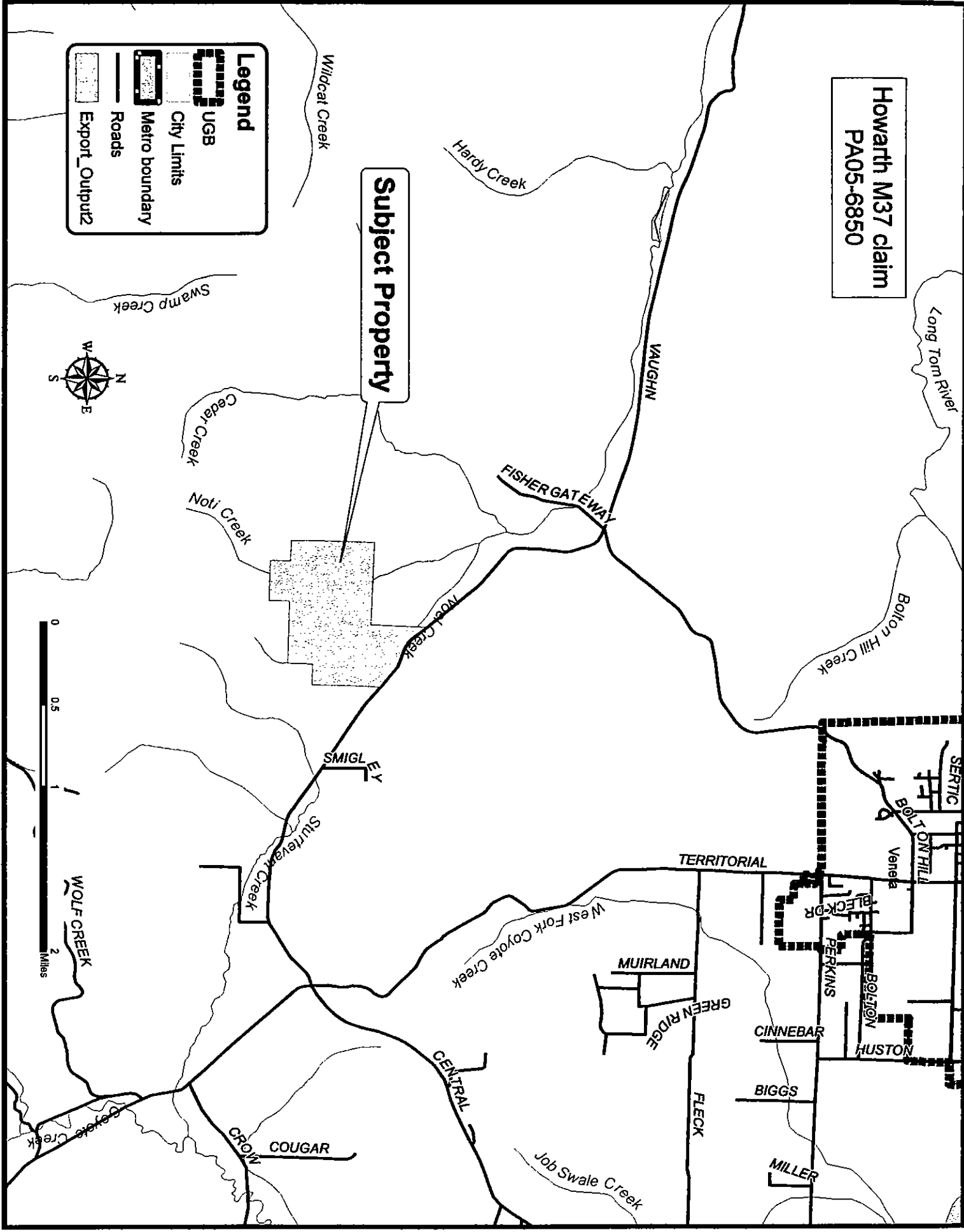
OFFICE OF LEGAL COUNSEL

Howarth M37 claim
PA05-6850

Legend

- UGB
- City Limits
- Metro boundary
- Roads
- Export_Output2

Subject Property



JOSEPH S. SCHAEFER
LAND USE PLANNER
Direct Line: (503) 796-2091
Cellular Phone: (503) 819-4764
E-Mail: jschaefer@schwabe.com

05-15-06P01:16 RCVD

May 12, 2006

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Steve Hopkins
Lane County Land Use Planning & Zoning
Lane County Land Management Division
125 E. 8th Ave.
Eugene, OR 97401

Re: Howarth Application Fee and Comparable Sales Information
Our File No.: 113763/143585

Dear Steve:

Pursuant to our recent discussion, please find the enclosed check for the application fee, and the information regarding comparable properties.

As you know, this claim proposes development of rural residential lots, and the critical valuation issue is the difference between the value of small lots that are buildable versus the value of large parcels that cannot be divided into small lots for residential development. The first page of the attached comparable properties shows the value of three larger acreage properties, developed with one home on each property, as might be obtained with the current zoning. The average value of these three properties is just under \$5300 per acre.

The second page of comparables shows the value of three buildable smaller acreage parcels like those proposed in the claim. The average value of these three properties is just over \$43,300 per acre. Thus the loss in value caused by the restrictive land use regulations is roughly \$38,000 per acre, or over \$12,000,000.

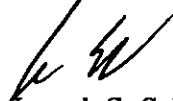
Please note this is not an appraisal, but rather a very rough estimate for purposes of showing there is some difference in value in Lane County between small acreage rural residential properties as compared with larger acreage properties.

Steve Hopkins
May 12, 2006
Page 2

We understand you will now set this hearing for June. Please send the notice of hearing to my attention at the address given above.

Thank you for your attention to the matter.

Sincerely,



Joseph S. Schaefer
Land Use Planner

JSS:ad
Enclosures



85006 McBeth

Eugene 97402

\$840,000



ML#: 3046513
Beds/Baths: 4/2
Map Coord: 47/M/6
Fireplaces:
Elem: Twin Oaks

Status: SLD
SQFT: 2000
YrBuilt: 1997
Garage: 0
High:Churchill

PTax/Yr: \$1,400
Lot Size: 100-199.99AC
Area: 244
Style: TRI-WDE
Acres:107

XS/Dir: Chambers, West on Lorane, So. on McBeth, on right past Koinonia
Remarks: Stunning estate/ranch potential. Incredible panoramic views. Two legal lots. 80x85 steel barn/arena. Gated, private drive. Rolling hills of pasture. Creeks. 2nd Homesite established w/well & septic approval.

85109 Chezem RD

Eugene 97405

\$940,000

No Photo Available

ML#: 4069087
Beds/Baths: 7/7.1
Map Coord: 47/N/10
Fireplaces: 2
Elem: TWIN OAKS

Status: SLD
SQFT: 8100
YrBuilt: 1979
Garage: 4
High:CHURCHILL

PTax/Yr: \$10,000
Lot Size: 20-49.99AC
Area: 244
Style: CONTEMP
Acres:46.19

XS/Dir: Chambers, W on Lorane, S on Chezem, property on left
Remarks:

27161 BRIGGS HILL RD

Eugene 97405

\$1,000,000



ML#: 5091023
Beds/Baths: 4/4
Map Coord: 45/O/1
Fireplaces: 2
Elem: APPLGATE

Status: SLD
SQFT: 4500
YrBuilt: 2001
Garage: 4
High:CROW

PTax/Yr: \$3,397
Lot Size: 20-49.99AC
Area: 244
Style: CRAFTSM
Acres:22.5

XS/Dir: Lorane Hwy. W. to Briggs Hill on rt just as Hinman comes into view

38724 place rd Fall Creek 97452 \$165,000

No Photo
ML#: 5084155 Status: SLD PTax/Yr: \$613
Lot #: # Lots: Acres: 2.68
Zoning: RR5 Wtr Frnt: N Area: 234
Lot Size: 1-2.99AC Map Coord: 16/D/9 Prop Type: RESID

Available
Xs/Dir: past jasper store on jasper-lowell to pengra to left on place rd to38724
Remarks: nice gentle sloping acreage with well and septic in. a carport and small storage shed at no value.

37026 hwy 58 Pleasant Hill 97455 \$175,000

No Photo
ML#: 4079919 Status: SLD PTax/Yr: \$1,017
Lot #: # Lots: Acres: 5
Zoning: RR5 Wtr Frnt: Area: 234
Lot Size: 5-9.99AC Map Coord: 17/D/18 Prop Type: RESID

Available
Xs/Dir: Hwy 58 to first paved driveway on right past pierland see re sign
Remarks: nice 5 acre parcel in pleasant hill area. well in and septic tank to be installed. mobile newer than 2000 and double wide ok. owner carry for 1 year with 35,000 down or paid in full on first construction draw.

82936 RATTLESNAKE RD Dexter 97431 \$210,000

ML#: 5063942 Status: SLD PTax/Yr: \$94
Lot #: # Lots: Acres: 5
Zoning: RR5 Wtr Frnt: Area: 234
Lot Size: 5-9.99AC Map Coord: 10/C/9 Prop Type: RESID

Pacwest Center, 1211 SW 5th Ave., Suite 1900, Portland, OR 97204 | Phone 503-222-9981 | Fax 503-796-2900 | www.schwabe.com

DONALD JOE WILLIS
Direct Line: (503) 796-2929
E-Mail: jwillis@schwabe.com

October 20, 2005

VIA UPS

Lane County, c/o
Teresa Wilson, County Counsel
Lane County Public Services Building
125 East 8th Ave.
Eugene, OR 97401

Re: Measure 37 Claim for Terry C., Lynn K. and Royanna B. Howarth Property

Dear Lane County:

This firm represents, Terry C., Lynn K. and Royanna B. Howarth (the Howarths) and is submitting this written demand for just compensation on their behalf pursuant to Measure 37.

The Howarths own about 334.42 acres commonly known as tax lot 200 in Section 23 of Township 18 South, Range 6 West in Lane County. The Howarths acquired the property on December 26, 1973 and have been in continuous ownership since then. A title report is attached as Exhibit A.

The Howarths intend to subdivide or use a series of partitions to create small acreage rural residential lots, and develop a single family residence with accessory structures on each lot. Currently Lane County Code Chapter 10.100 prevents the division of the land from occurring in the form intended by the Howarths.

We have identified a number of other Lane County land use regulations currently in effect which were enacted subsequent to 1973, and which restrict the use and reduce the value of the property. These land use regulations are listed in Exhibit B to this letter. These land use regulations, and perhaps others, have been enforced against this property. We understand from recent conversations with county staff that the current zoning restricts the proposed division of the property and the proposed development would not be allowed under existing regulations. Lane County did not have land use regulations in effect in 1973 that restricted division of this property in the manner proposed by the Howarths.

The compensation shall be equal to the reduction in the fair market value of the affected property interest resulting from enactment or enforcement of the land use regulations as of the date of written demand for compensation under Measure 37. We estimate the reduction in value is approximately \$3 million. The Howarths respectfully demand that this compensation be paid to them pursuant to Measure 37. If Lane County informs us that its preferred method of resolving this claim is to pay just compensation, an appraisal can be provided at a later time.

In lieu of payment of just compensation, the Howarths would welcome removal of the land use regulations currently in effect, so long as the removal is transferable to subsequent owners and the subsequent owners would be authorized to subdivide the property as described above.

Please note that the land use regulations listed in Exhibit B are those we have been able to identify at this time. It is not clear that every provision of these land use regulations would apply to the proposed division. We believe that the list in Exhibit B is an adequate characterization of the land use regulations causing the restriction of use and reduction in value for the property, though it is possible that additional land use regulations apply. The Howarths reserve the right to seek relief from, or base the compensation claim on, additional applicable land use regulations, to the extent Exhibit B does not fully capture all land use regulations preventing the Howarths from enjoying all uses available at the time of acquisition.

Additionally, due to the novelty of Measure 37 and the claims of the Howarths thereunder, we reserve the right to amend or supplement this claim as necessary to satisfy the construction and application of Measure 37. Our position is that any land use regulation (as defined in Measure 37) that prohibits or impairs a property owner's ability to use or dispose of the property through subdivision or partition, as set forth herein, would reduce the value of the property. Under Measure 37, the compensation claim must be paid or the regulations waived, or ultimately the owner shall be allowed to use or dispose of the property as permitted at the time of acquisition.

The claimant is aware that Lane County has adopted procedures to implement Measure 37. This claim is not made pursuant to such procedures, nor is it limited to regulations enacted before December 2, 2004. Section 6 of Measure 37 creates a cause of action for compensation if a land use regulation continues to apply to the subject property more than 180 days after the present owner of the property has made written demand for compensation. Under Section 7 of Measure 37, the procedures adopted by Lane County cannot act as a prerequisite to filing a compensation claim in circuit court pursuant to Section 6 of Measure 37. Under Section 10 of Measure 37, if Lane County does not remove the regulations or pay compensation within two years of the date of this claim, the Howarths will be allowed to use the properties as permitted when they were acquired.

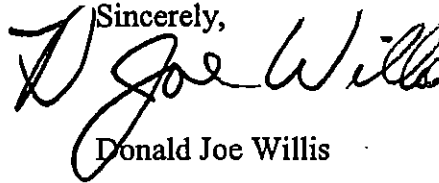
The property is also subject to land use regulations enacted or enforced by other governmental entities. Appropriate written demands for just compensation are being submitted to those entities as well. We intend to coordinate resolution of those claims with this claim, and



Lane County, c/o
October 20, 2005
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encourage Lane County to contact us at the earliest possible time to discuss possible resolution of this claim. Please send your response to Joe Willis of this firm.

We do hope that Lane County will act promptly, fairly, and responsibly to provide the Howarths the clear benefit they are entitled to under Measure 37.

Sincerely,

Donald Joe Willis

JW:js
Enclosures

cc: Clients



EXHIBIT B TO HOWARTH MEASURE 37 CLAIM

LANE COUNTY

Lane County Comprehensive Plan

Lane County Code

Chapter 9 – TREES

Tree Conservation and Protection..... 9.900 to 9.94

Chapter 10 – ZONING

Generally..... 10.005 to 10.025
EFU District.....10.100
Rural Residential District.....10.130
Development Standards10.300
Nonconforming Lots, Uses and Structures10.305
Procedures..... 10.315 to 10.335
Development Standards10.700-305 to 10.700-345
Application Criteria 10.700-405 to10.700-420
Enforcement Requirements.....10.900
Failure to Comply10.990

Chapter 12 - COMPREHENSIVE PLAN

General..... 12.005 to 12.060
Implementation of Comprehensive Plan..... 12.160 to 12.185
Eugene-Springfield Metropolitan Area General Plan Element 12.200 to 12.245

Chapter 13 - LAND DIVISIONS 13.005 to 13.700

Chapter 14 - APPLICATION REVIEW AND APPEAL

PROCEDURES..... 14.010 to 14.700

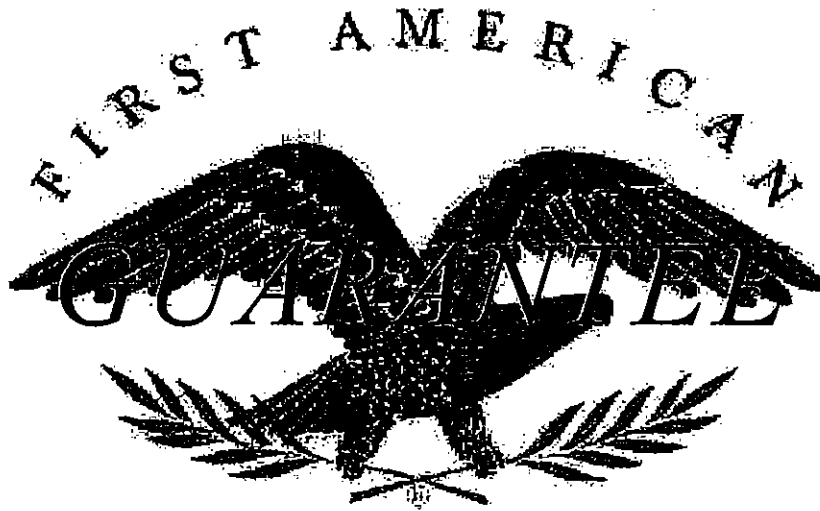
Chapter 15 - ROADS

Roads..... 15.005 to 15.010
Master Road Plan..... 15.020 to 15.040
Minimum Road Requirements..... 15.045 to 15.060
Building Setback Requirements..... 15.065 to 15.095
Dedication and Improvement Requirements 15.100 to 15.110
Frontage 15.115 to 15.125
Access 15.130 to 15.140
Road and Right-of-Way Regulations..... 15.205 to 15.230
Road Systems Development Fee15.695
Sidewalks 15.700 to 15.730
Statutory Ways of Necessity.....15.800

General Variance Provisions.....15.900

Chapter 16 - LANE COUNTY LAND USE AND DEVELOPMENT CODE

Introductory and General Provisions 16.001 to 16.090
Development Approval Procedures Rural Comprehensive Plan16.100
Zones 16.210 to 16.247
Parking Space, Height, Area, General Building and
General Lot Area and Width Setback Requirements.....16.250
Nonconforming Uses16.251
Procedures for Zoning, Rezoning and Amendments to Requirements.....16.252
Site Review Procedures16.257
Enforcement Requirements.....16.262
Enforcement.....16.263
Land Divisions16.300
Rural Comprehensive Plan Amendments16.400



Issued by

*Western Pioneer Title Company of Lane County a
division of First American Title Insurance Co.*

600 Country Club Road, Eugene, OR 97401

Title Officer: Mike Rutherford

Phone: (541) 484-2900

FAX: (541) 484-7321



First American

Western Pioneer Title Company of Lane County
a division of First American Title Insurance Co.
600 Country Club Road
Eugene, OR 97401
Phn - (541) 484-2900
Fax - (541) 484-7321

LIABILITY: \$350.00
FEE: \$350.00

GUARANTEE NO.: 7199-661726
YOUR REF.: Howarth

Recorded Document Guarantee

ISSUED BY

First American Title Insurance Company of Oregon

An assumed business of Title Insurance Company of Oregon

Title Insurance Company of Oregon, dba First American Title Insurance Company of Oregon, herein called the Company, subject to the terms and provisions of the application for this Guarantee, the Liability Exclusions and Limitations set forth below and in Schedule A and the conditions contained herein

GUARANTEES

Schwabe, Williamson & Wyatt

herein called the Assured, against loss (except attorney's fees or the cost of defense) not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

In order for the Guarantee to be valid and effective, the application and agreement for the issuance of a Recorded Document Guarantee executed by the Assured and a copy of each document listed and referred to in Schedule A must be attached hereto. All terms and conditions of the application are hereby incorporated by reference as if fully set forth in this Guarantee.

Dated: August 01, 2005 at 7:30 a.m.

Title Insurance Company of Oregon

dba FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON

By:



President

Attest:

Secretary

RECORDED DOCUMENT GUARANTEE

SCHEDULE A

The assurances referred to on the face page are:

That according to the Company's title plant records and those records maintained by the County Recorder known as the Grantee/Grantor indices subsequent to December 26, 1973, relative to the following described real property (but without examination of those company title plants maintained and indexed by name), there are no Deeds, Contracts or Assignment of Contracts (hereinafter Documents) describing said real property or any portion thereof, other than those listed below, copies of which are attached hereto and made a part hereof.

A. The following Documents or matters disclosed by Documents recorded in the Public Records are specifically excluded from the coverage of this Guarantee, and the Company assumes no liability for loss or damage by reason of the following:

1. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water.
3. Tax Deeds to the State of Oregon.
4. Instruments, proceedings or other matters which do not specifically describe said land.
5. Documents pertaining to mineral estates.

B. DESCRIPTION:

The land referred to in this report is described in Exhibit A attached hereto.

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Memorandum of Land Sale Contract	December 26, 1973	73-57216		
Assignment of Purchasers' Interest in Land Sale Contract	November 9, 1976	76-59372		
Assignment of Undivided One-third Interest of Purchasers' Interest in Land Sale Contract	December 1, 1976	76-63388		
Memorandum of Contract	November 3, 1980	80-55695		
Individual Warranty Deed	April 3, 1991	91-15204		
Individual Warranty Deed	April 23, 1996	96-26085		

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean

- (a) "Land": the land described, specifically or by reference, in this Guarantee.
 - (b) "Public Records": those land records designated by state statutes for the purpose of imparting constructive notice of matters relating to said land.
 - (c) "Date": the effective date of this Guarantee.
 - (d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
 - (e) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (f) "Lease": any lease or sublease of any estate in the land.
 - (g) "Assignment": the transfer of the beneficial ownership of any mortgage or lease.
 - (h) "Documents": any Deed, Mortgage, Lease or Assignment.
- Company shall reimburse the Assured for any expense so incurred.

2. NOTICE OF LOSS - LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty (60) days after such loss or damage shall have been determined.

3. PAYMENT OF LOSS- LIMITATION OF LIABILITY

- (a) The liability of the Company under this guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated in this Guarantee.
- (b) All payments under this Guarantee shall reduce the amount of the liability hereunder pro tanto.
- (c) When liability has been fixed in accordance with the conditions of this Guarantee, the loss shall be payable within thirty (30) days thereafter.

4. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of

the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The laws of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

5. GUARANTEE ENTIRE CONTRACT

No provision or condition of this Guarantee can be waived or changed except by writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, and Assistant Secretary or other validating officer of the Company.

6. If any provision or any part of a provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the legality, validity or enforceability of any other provision of this Guarantee.

7. This Guarantee is issued only for the benefit of the named Assured and does not provide any other rights or remedies upon any other person or entity.

8. NOTICES

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at 200 S.W. Market, Suite 250, Portland, Oregon 97201-5730.

Exhibit "A"

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

TRACT 1

ALL OF THE HENRY B. SMITH DONATION LAND CLAIM NO. 37, IN TOWNSHIP 18 SOUTH, RANGE 6 WEST OF THE WILLAMETTE MERIDIAN, LYING SOUTH AND WEST OF THE CROW-VAUGHN HIGHWAY.

TRACT 2

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND LOTS 3 AND 4 OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 6 WEST OF THE WILLAMETTE MERIDIAN.

TRACT 3

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 18 SOUTH, RANGE 6 WEST OF THE WILLAMETTE MERIDIAN, IN LANE COUNTY OREGON.

Tax Parcel Number:

**APPLICATION AND AGREEMENT FOR THE ISSUANCE
OF A RECORDED DOCUMENT GUARANTEE**

THIS AGREEMENT entered into this Twenty-fourth day of August, 2005, between Title Insurance Company of Oregon, dba First American Title Insurance Company of Oregon (hereinafter the Company) and Schwabe, Williamson & Wyatt (hereinafter Applicant).

Applicant for the purpose of purchase, sale or loan is in the process of investigating the prior uses to which the real property described below (hereinafter Subject Property) has been put. As a part of that investigation Applicant desires information regarding documents found in the Company's Lane County Title plant and the Lane County Recorder's Office which has been indexed in the Grantee/Grantor indices which described the real property set forth below or any portion thereof.

The Company hereby agrees to provide to Applicant a "Recorded Document Guarantee" (hereinafter the Guarantee) in the form attached hereto and made a part hereof in accordance with the provisions of this agreement.

In consideration of the mutual promises set forth herein, the Company and Applicant agree as follows:

1. Providing the Company has an open order on the Subject Property for the purpose of insuring title, the charge of the Guarantee shall be the sum of the number of hours required to research and prepare the Guarantee, times an hourly rate of \$50.00. There shall be a minimum charge of \$150.00. (In the event the Company does not have an open order placed by Applicant on the Subject Property, then the minimum charge shall be \$350.00).
2. The liability assumed by the Company for the correctness and completeness of the information contained in the Guarantee shall be the amount of the liability shown in the Guarantee. It is also understood and agreed that the Company shall not be liable for any loss or damage arising from incorrectness or incompleteness of the Guarantee unless such incorrectness or incompleteness is the result of gross negligence (as opposed to ordinary negligence) on the part of the Company.
3. In no event shall the Company be liable under the Guarantee for loss or damage of any type in excess of the amount of liability shown in the Guarantee including but not limited to consequential damages, attorneys' fees, costs of defense of any action of proceeding, loss of anticipated profits, costs of toxic waste cleanup or any other loss whether or not of the type specifically mentioned above.
4. Applicant hereby requests the Company to issue the Guarantee reflecting as exceptions only the following indicated recorded documents which described all or a portion of the Subject Property found in the Company's title plant (but without examination of those Company title plant records maintained and indexed by name) and the Grantee/Grantor indices maintained by the County Recorder for the County of Lane which documents were recorded subsequent December 26, 1973 at 7:30 A.M.

-] All Recorded Documents
-] Deeds
-] Contracts
-] Assignment of Contracts
-] Deeds of Trust
-] Mortgages
-] Leases
-] Sublease
-] Easements

The search conducted by the Company, or at its direction for the purpose of securing the requested documents will be the customary method used by the Company in the County where the described land is located and will include only those documents which described all or a portion of the described land. The search will not include documents indexed by name in the public records unless such documents described all or a part of said land.

Applicant specifically instructs the Company to disclose in the Guarantee only those documents indicated above. Applicant understands that during the course of searching the records covered by this Agreement and the Guarantee, the Company may find recorded documents of a type other than those indicated above by Applicant to be included in the Guarantee. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.

5. THE GUARANTEE TO BE ISSUED IS NOT A COMMITMENT TO ISSUE TITLE INSURANCE.
6. THE GUARANTEE TO BE ISSUED IS NOT AN EXAMINATION OF TITLE AND IS NOT TO BE RELIED UPON BY THE APPLICANT OR ANY OTHER PERSON AS A REPRESENTATION OF THE STATUS OF THE TITLE TO THE REAL PROPERTY.
7. In the event that any provision or any part of any provision of this Agreement is held to be illegal, invalid or unenforceable, said illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability or any other provision or part hereof.
8. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the parties hereto, any rights or remedies arising under or by reason of this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of Oregon.
10. BY THE SUBMISSION OF THE APPLICATION TO THE COMPANY, THE APPLICANT ACKNOWLEDGES AND SUBMITS: THAT APPLICANT IS AWARE OF THE LIMITED SCOPE OF THIS GUARANTEE; THE APPLICANT HAS READ AND UNDERSTANDS THE CONDITIONS OF THE APPLICATION; THE APPLICANT HAS READ AND UNDERSTANDS THE CONDITIONS AND EXCLUSIONS OF THE GUARANTEE.
11. The Subject Property is described as follows:
TRACT 1
ALL OF THE HENRY B. SMITH DONATION LAND CLAIM NO. 37, IN TOWNSHIP 18 SOUTH, RANGE 6 WEST OF THE WILLAMETTE MERIDIAN, LYING SOUTH AND WEST OF THE CROW-VAUGHN HIGHWAY.
TRACT 2
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND LOTS 3 AND 4 OF SECTION 23, TOWNSHIP 18 SOUTH, RANGE 6 WEST OF THE WILLAMETTE MERIDIAN.
TRACT 3
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 18 SOUTH, RANGE 6 WEST OF THE WILLAMETTE MERIDIAN, IN LANE COUNTY OREGON.

Dated: _____

Applicant:

Schwabe, Williamson & Wyatt

By: _____

208

18-6-23

7357216

PT 32258

73-776

MEMORANDUM OF LAND SALE CONTRACT

18 06 23 00 00300

KNOW ALL MEN BY THESE PRESENTS, That on the day of ... December 1972,
 JOSEPH J. BEYERL and MARY M. BEYERL, husband and wife,
 as VENDORS, and Terry C. Howarth and Lynn K. Howarth
 Eugene S. Howarth and Royanna B. Howarth
 and, Richard A. Door and Naomi L. Door
 as VENDEES, made and entered into a certain Land Sale Contract;

WHEREAS, VENDOR agreed to sell and VENDEES agreed to purchase the following described real property, to-wit:

TRACT 1
 All of the Henry B. Smith Donation Land Claim No. 37, in Township 18 South, Range 6 West of the Willamette Meridian, lying south and west of the Crow-Vaughn Highway.

TRACT 2
 The Northwest quarter of the Northwest quarter; the Northeast quarter of the Northeast quarter of the Southwest quarter; and Lots 3 and 4 of Section 23, Township 18 South, Range 6 West of the Willamette Meridian.

TRACT 3
 The Southwest quarter of the Northwest quarter; the Northeast quarter of the Northwest quarter of the Southwest quarter of Section 23, in Township 18 South, Range 6 West of the Willamette Meridian, in Lane County, Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS TRANSFER IS \$195,000.00.

The terms and conditions of said transfer being fully set forth in said Land Sale Contract.

IN WITNESS WHEREOF the parties have hereunto set their hands this day of December

1972

Terry C. Howarth
 Terry C. Howarth

Lynn K. Howarth
 Lynn K. Howarth

Eugene S. Howarth
 Eugene S. Howarth

Royanna B. Howarth
 Royanna B. Howarth

Richard A. Door
 Richard A. Door
 STATE OF OREGON County of Lane, ss.
 California

Naomi L. Door
 Naomi L. Door

Personally appeared the within named Terry C. Howarth, Lynn K. Howarth, Eugene S. Howarth, Royanna B. Howarth, Richard A. Door, and Naomi L. Door,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Buyers Address Rt. 1, BOX 705
 Veneta, OREGON 97487

[Signature]
 Notary Public for Oregon L. GORDON
 My Commission Expires JAN. 7, 1977
 NOTARY PUBLIC-OREGON

7357216
 MEMORANDUM OF LAND SALE
 Contract of
 Pioneer
 TITLE CO.
 SERVICE, SPEED / SERVICE, OREGON

TO

State of Oregon,
 County of Lane—ss.
 I, D. M. FENFOLD, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at

1973 DEC 26 AM 10 01

Rec'd 670 R
 Lane County OFFICIAL Records.

D. M. FENFOLD, Director of the Department of Records & Elections.
 By *[Signature]*

CLERK-003-05
 Station 701

PIONEER TITLE CO.

200

11 09 76 80 R

7659372

ASSIGNMENT OF PURCHASERS' INTEREST IN
LAND SALE CONTRACT

THIS ASSIGNMENT OF PURCHASERS' INTEREST IN LAND SALE CONTRACT made and entered into by and between RICHARD A. DOOR and NAOMA L. DOOR, husband and wife, herein called Assignors, and TERRY C. HOWARTH and LYNN K. HOWARTH, husband and wife, and EUGENE E. HOWARTH and ROYANNA B. HOWARTH, husband and wife, herein called Assignees.

WITNESSETH:

RECITALS:

A. On the 19th day of December 1973, Joseph J. Beyerl and Mary H. Beyerl, as Seller, and Terry C. and Lynn K. Howarth, Eugene E. and Royanna B. Howarth and Richard A. and Naoma L. Door, as Purchasers, entered into a certain Land Sale Contract covering the sale and purchase of certain real property situate in Lane County, Oregon, more particularly described in said Land Sale Contract and further described on Exhibit "A" attached hereto and by reference expressly made a part hereof.

B. Executed counterpart of said Land Sale Contract, together with warranty deed from Joseph J. Beyerl and Mary H. Beyerl, as Grantors, to Terry C. Howarth and Lynn K. Howarth, Eugene E. Howarth and Royanna B. Howarth and Richard A. Door and Naoma L. Door, as Grantees, was deposited in escrow with Citizens Bank, West Lane Branch, Veneta, Oregon, under Escrow No. 272.

C. By Partnership Termination and Release Agreement dated as of the day of March, 1976, Assignors, in consideration of certain covenants of Assignees, agreed to transfer to Assignees all right that Assignors might have in the real property the subject of said Land Sale Contract and other personal property described in said agreement, but no other documents have been executed for the purpose of completing such transfer.

AGREEMENT:

In consideration of the foregoing recitals which are by reference expressly made a part hereof and the full and faithful performance and observance of the terms, covenants and conditions herein contained on the part and behalf of the respective parties to be kept and performed, the parties hereto agree:

1. Assignors do hereby sell, assign, transfer and set over unto Assignees all right, title, interest and estate of Assignors in and to that certain Land Sale Contract dated the 19th day of December, 1973

Assignment - 1

112

714 3 -- 27285 9/16-1976

11 09 76 820 R

7659372

between Joseph J. Beyerl and Mary H. Beyerl, as Seller, and Terry C. and Lynn K. Howarth, Eugene E. and Royanna B. Howarth and Richard A. and Naoma L. Door, as Purchasers, together with all right, title, interest and estate of Assignors in and to the real property the subject thereof.

2. Assignors represent and warrant to and with Assignees that Assignors are the owners of an undivided one-third interest in and to said Land Sale Contract and the real property the subject thereof, and further, that Assignors have not heretofore executed any assignment, transfer or encumbrance of their interest in and to said Land Sale Contract or the real property the subject thereof.

3. Assignees covenant and agree that they will carry out and perform all terms, covenants and conditions required to be kept and performed under the terms of said Land Sale Contract from and after January 22, 1975, will pay all payments required to be paid under the terms of said Land Sale Contract from and after that date and will protect, indemnify, defend and save harmless Assignors from and against all claims, demands, actions and causes of action arising out of or in connection with the performance or default by Assignees under the terms of said Land Sale Contract on or after January 22, 1975.

4. Executed counterpart of this assignment, together with deed wherein Assignors appear as Grantors and Assignees appear as Grantees, shall be delivered to Citizens Bank, West Lane Branch, Veneta, Oregon, for depositing in escrow No. 272 and said bank be and the same is hereby authorized and directed to deliver to Assignees said deed and all other instruments in said escrow to which Assignors would have otherwise been entitled at such time as the full contract balance has been paid. Each of the parties hereto agrees upon demand of the other to execute any and all documents required by said bank in order to effect the depositing of said documents in said escrow No. 272.

DATED this 30th day of July, 1976.

Richard A. Door
Richard A. Door

Naoma L. Door
Naoma L. Door ASSIGNORS

Terry C. Howarth
Terry C. Howarth

Lynn K. Howarth
Lynn K. Howarth

Eugene E. Howarth
Eugene E. Howarth

Royanna B. Howarth
Royanna B. Howarth ASSIGNEES

11 09 76 820 R

7659372

TRACT 1: All of the Henry B. Smith Donation Land Claim No. 37, in Township 18 South, Range 6 West of the Willamette Meridian, lying south and west of the Crow-Vaughn Highway.

305

TRACT 2: The Northwest Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter of the Southwest Quarter, and Lots 3 and 4 of Section 23, Township 18 South, Range 6 West of the Willamette Meridian.

300

TRACT 3: The Southwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 23, in Township 18 South, Range 6 West of the Willamette Meridian in Lane County, Oregon.

7659372

State of Oregon,
County of Lane—ss.

I, D. M. Pentold, Director of the Department of Records and Elections, in and for the said County, do hereby certify that the within instrument was received for record at

1976 NOV 9 PM 3 43

Reel 820 R

Lane County OFFICIAL Recorder.

D. M. PENTOLD, Director of the Department of Records & Elections.

BY A. [Signature] Deputy

C29-001-83

EXHIBIT "A"

Reel 823

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12-20-200

18-6-23

7663388

ASSIGNMENT OF UNDIVIDED ONE-THIRD INTEREST OF PURCHASERS' INTEREST IN LAND SALE CONTRACT

THIS ASSIGNMENT, made and entered into by and between TERRY C. HOWARTH and LYNN K. HOWARTH, husband and wife, and ERNEST E. HOWARTH and ROYANNA B. HOWARTH, husband and wife, herein called Assignors, and CLARENCE A. PARR and GLORYNE L. PARR, husband and wife, herein called Assignees.

WITNESSETH:

RECITALS:

A. On the 19th day of December, 1973, Joseph J. Beyerl and Mary H. Beyerl, as Seller, and Terry C. and Lynn K. Howarth, Eugene E. and Royanna B. Howarth and Richard A. and Naoma L. Door, as Purchasers, entered into a certain Land Sale Contract covering the sale and purchase of certain real property situate in Lane County, Oregon, more particularly described in said Land Sale Contract and further described on Exhibit "A" attached hereto and by reference expressly made a part hereof.

B. Executed counterpart of said Land Sale Contract, together with warranty deed from Joseph J. Beyerl and Mary H. Beyerl, as Grantors, to Terry C. Howarth and Lynn K. Howarth, Eugene E. Howarth and Royanna B. Howarth and Richard A. Door and Naoma L. Door, as Grantees, was deposited in escrow with Citizens Bank, West Lane Branch, Veneta, Oregon, under Escrow No. 272.

C. By Assignment of Purchasers' Interest in Land Sale Contract dated the 30th day of July, 1976, but effective as of January 22, 1975, Richard A. Door and Naoma L. Door, husband and wife, assigned to Terry C. Howarth and Lynn K. Howarth, husband and wife, and Eugene E. Howarth and Royanna B. Howarth, husband and wife, all right, title, interest and estate of said Richard A. Door and Naoma L. Door, husband and wife, in and to the Land Sale Contract dated the 19th day of December, 1973, and more particularly referred to in Recital A hereof.

D. Assignors desire to transfer and convey unto Assignees an undivided one-third interest in and to said Land Sale Contract and in and to the real property the subject thereof. ✓

AGREEMENT:

In consideration of the foregoing recitals which are by reference expressly made a part hereof and the full and faithful performance and observance of the terms, covenants and conditions herein

Assignment - 1

Reel 823
12 1 76

7663388

contained on the part and behalf of the respective parties to be kept and performed, the parties hereto agree:

1. Assignors, for the consideration hereinafter stated, do hereby sell, assign, transfer and set over unto Assignees, as joint tenants with rights of survivorship, an undivided one-third interest in and to that certain Land Sale Contract dated the 19th day of December, 1973, as entered into between Joseph J. Beyerl and Mary H. Beyerl as Seller and Terry C. and Lynn K. Howarth, Eugene E. and Royanna B. Howarth and Richard A. Door and Elma L. Door, as Purchasers, together with an undivided one-third interest in and to the real property the subject thereof.

2. Assignors represent and warrant to and with Assignees that Assignors are the owners of the purchaser's interest under said Land Sale Contract and the real property the subject thereof, and further, that Assignors have not heretofore executed any assignment, transfer or encumbrance of their interest in and to said Land Sale Contract or the real property the subject thereof.

3. Assignees covenant and agree that they will pay one-third of the remaining consideration to be paid under the terms of said Land Sale Contract not exceeding, however, the sum of \$ 48,333.33 and will pay one-third of the cost of the carrying out and performing of all other terms, covenants and conditions required to be kept and performed by the purchasers under the terms of said Land Sale Contract and will protect, indemnify, defend and save harmless Assignors from and against all claims, demands, actions and causes of action arising out of or in connection with the performance or default by Assignees of their obligations assumed under the terms of said Land Sale Contract from and after the date hereof.

Executed counterpart of this assignment, together with deed wherein Assignors appear as grantors and Assignees appear as grantees and covering an undivided one-third interest in and to the real property described on Exhibit "A" attached hereto and by reference expressly made a part hereof, shall be delivered to Citizens Bank, West Lane Branch, Veneta Oregon, for depositing in escrow No. 272 and said bank be and the same is hereby authorized and directed to deliver to Assignees said deed and all other instruments in said escrow to which Assignors would have otherwise been entitled at such time as the full contract balance has been paid. Each of the parties hereto agrees upon demand of the other to execute any and all documents required by said bank in order to effect the depositing of said documents in said escrow No. 272.

DATED this 26 day of ^{Oct.} July, 1976.


Terry C. Howarth

7663388

Lynn K. Howarth
Lynn K. Howarth

Ernest E. Howarth
Ernest E. Howarth

Royanna B. Howarth
Royanna B. Howarth

ASSIGNORS

Clarence A. Parr
Clarence A. Parr

Gloryne L. Parr
Gloryne L. Parr

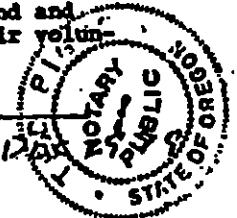
ASSIGNEES

STATE OF OREGON)
COUNTY OF LANE) ss

On this the 26^{oct} day of July, 1976, personally appeared the above named Terry C. Howarth and Lynn K. Howarth, husband and wife, and Ernest E. Howarth and Royanna B. Howarth, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

L. D. Ring
Notary Public for Oregon
My Commission Expires: 30 12 78

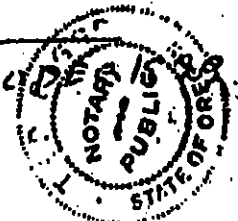


STATE OF OREGON)
COUNTY OF LANE) ss

On this the 26th day of July, 1976, personally appeared Clarence A. Parr and Gloryne L. Parr, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

L. D. Ring
Notary Public for Oregon
My Commission Expires: 30 12 78



Real property tax statements shall be forwarded to:
24224 Vaughn Road
Veneta, Oregon 97487

Assignment - 3

Reel 823

12 1 76

7663388

TRACT 1: All of the Henry B. Smith Donation Land Claim No. 37, in Township 18 South, Range 6 West of the Willamette Meridian, lying south and west of the Crow-Vaughn Highway.

TRACT 2: The Northwest Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter of the Southwest Quarter, and Lots 3 and 4 of Section 23, Township 18 South, Range 6 West of the Willamette Meridian.

TRACT 3: The Southwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 23, in Township 18 South, Range 6 West of the Willamette Meridian in Lane County, Oregon.

7663388

State of Oregon,
County of Lane—ss.
I, D. M. Fenfold, Director of the
Department of Records and Elections,
in and for the said County, do hereby
certify that the within instrument was
received for record at

1976 Dec 1 PM 1 39

Reel 823 R

Lane County OFFICIAL RECORDS.

D. M. FENFOLD, Director of the
Department of Records & Elections.

By A. Quate Deputy

C23-083-05

EXHIBIT "A"

200

118-1-23

14

8055695

MEMORANDUM OF CONTRACT

THIS IS TO CERTIFY that on the 22nd day of October, 1980, CLARENCE A. PARR and GLORYNE L. PARR, husband and wife, as Sellers, and TERRY C. HOWARTH and LYNN K. HOWARTH, husband and wife, and ERNEST E. HOWARTH and ROYANNA B. HOWARTH, husband and wife, as Buyers, made and entered into a certain contract, by the terms of which Sellers agreed to sell to Buyers and Buyers agreed to purchase and acquire of and from Sellers all of the real property listed and described on Exhibit A attached hereto and by reference expressly made a part hereof, together with two mobile homes, as more particularly described on Exhibit B attached hereto and by reference expressly made a part hereof, together with Sellers' 33.33% interest in and to a partnership known as HOWARTH-PARR CATTLE CO. and all assets of said partnership.

Reference is hereby made to said contract for all of the terms and conditions thereof and for all obligations, statements, matters and things therein contained.

The parties agree this memorandum will be recorded in Official Records of Lane County, Oregon. D 3 1199 1001469

By the terms of said contract, Sellers retain a security interest in and to the mobile homes described on Exhibit B attached hereto, the partnership interest hereinabove referred to and their interest in and to the real property listed and described on Exhibit A.

The true and actual consideration to be paid by Buyers for Sellers' interest in the real property described on Exhibit A attached hereto and in said contract is the sum of \$100,000, payable in installments.

Until further notice, all tax statements pertaining to the real property the subject of said contract and herein described shall be mailed to Buyers at 24224 Vaughn Road, Veneta, Oregon 97487.

By terms of said contract, Buyers have no right to sell or assign their rights under the contract or any interest therein or in or to the real property the subject thereof without first receiving the prior written consent of Sellers or their assigns.

DATED this 22nd day of October, 1980.

Clarence A. Parr
Clarence A. Parr

Gloryne L. Parr
Gloryne L. Parr

Memorandum - 1

SELLERS



8055695

Terry C. Howarth
Terry C. Howarth

Ernest E. Howarth
Ernest E. Howarth

Lynn K. Howarth
Lynn K. Howarth

Royanna B. Howarth
Royanna B. Howarth

BUYERS

STATE OF OREGON)
County of Lane) ss.

On this 27th day of October, 1980, personally appeared the above-named Clarence A. Parr and Glorvne L. Parr, husband and wife and before me each acknowledged the foregoing instrument to be their voluntary act and deed.

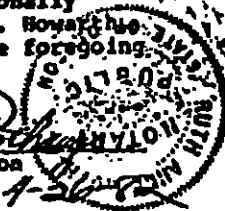
Ruth Anne Pothoff
Notary Public for Oregon
My Commission Expires: 4-21-81



STATE OF OREGON)
County of Lane) ss.

On this 27th day of October, 1980, personally appeared the above-named Terry C. Howarth and Lynn K. Howarth, husband and wife, and each before me acknowledged the foregoing instrument to be their voluntary act and deed.

Ruth Anne Pothoff
Notary Public for Oregon
My Commission Expires: 4-21-81



STATE OF OREGON)
County of Lane) ss.

On this 30 day of October, 1980, personally appeared the above-named Ernest E. Howarth and Royanna B. Howarth, husband and wife, and each before me acknowledged the foregoing instrument to be their voluntary act and deed.

Larry P. Keller
Notary Public for Oregon
My Commission Expires: 2/27/82



Memorandum - 2



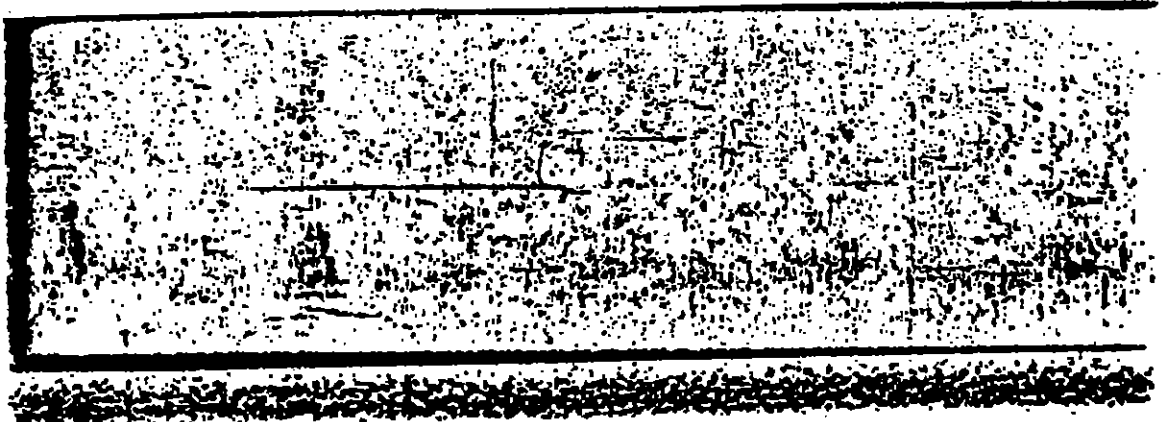
8055695

EXHIBIT A

TRACT 1: All of the Henry B. Smith Donation Land Claim No. 37, in Township 18 South, Range 6 West of the Willamette Meridian, lying south and west of the Crow-Vaughn Highway.

TRACT 2: The Northwest Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter of the Southwest Quarter, and lots 3 and 4 of Section 23, Township 18 South, Range 6 West of the Willamette Meridian.

TRACT 3: The Southwest Quarter of the Northwest Quarter, the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 23, in Township 18 South, Range 6 West of the Willamette Meridian in Lane County, Oregon.



8055695

EXHIBIT B

1978 Fleetwood House Trailer - License X149432
Title #7821927923 I.D. 1989

1964 Detroit - License X1235870
Title #7728608446 I.D. DC1298

8055695

State of Oregon,
County of Lane--
I, D.M. Powell, Director of Records and
Statistics Division, in and for the said County,
do hereby certify that the within instrument was
received for record at

3 NOV 20 10: 40

and 1103R

Lane County OFFICIAL RECORDS

D.M. Powell, Director of Records and Statistics Division

By *[Signature]*
CMB

INDIVIDUAL WARRANTY DEED

1608 K

073-1670

WPT 192678-C

853

9115204

JOSEPH J. BEYERL AND MARY H. BEYERL, husband and wife, Grantor, conveys and warrants to JOSEPH J. BEYERL AND MARY H. BEYERL, TRUSTEES OF THE BEYERL FAMILY TRUST DATED MARCH 1, 1991

the following described real property situated in LANE County, free of encumbrances except as specifically set forth herein, to-wit:

TRACT 1 All of the Henry B. Smith Donation Land Claim No. 37, in Township 18 South, Range 6 West of the Willamette Meridian, lying South and West of the Crow-Vaughn Highway.

TRACT 2 The Northwest quarter of the Northwest quarter; the Northwest quarter of the Northeast quarter of the Southwest quarter; and Lots 3 and 4 of Section 23, Township 18 South, Range 6 West of the Willamette Meridian.

TRACT 3 The Southwest quarter of the Northwest quarter; the Northeast quarter of the Northwest quarter of the Southwest quarter of Section 23, in Township 18 South, Range 6 West of the Willamette Meridian, in Lane County, Oregon.

This conveyance is subject to and excepts: All Items of Record

9115204

State of Oregon, County of Lane, 3 APR 91 2J 05, 1688R, Lane County Official Records, Lane County Clerk, J. E. Taylor

The true consideration for this conveyance is \$ NONE

"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."

Dated: March 11, 1991

Execution of this document also assigns all of the Sellers' interest in and to that certain Land Sale Contract dated December 19, 1973 by and between JOSEPH J. BEYERL AND MARY H. BEYERL, as Seller and TERRY C. HOWARTH AND LYNX K. HOWARTH, ERNEST EUGENE HOWARTH AND ROYANNA B. HOWARTH AND RICHARD A. DOOR AND NAOMA L. DOOR, as Purchaser, covering subject property.

457APR.03'91NOSREC 5.00, 457APR.03'91NOSPFLND 10.00, 457APR.03'91NOSABT FUND 20.00

WESTERN PIONEER TITLE CO. of Lane County

STATE OF California, County of Veneta, Joseph J. Beyerl, Mary H. Beyerl

This instrument was acknowledged before me on March 10, 1991 by JOSEPH J. BEYERL AND MARY H. BEYERL



M. Wright, Notary Public for Oregon California, My commission expires 9-10-93

Until a change is requested, all tax statements shall be sent to the following address: NO CHANGE

200 18-6-23

4-23-96-2165

INDIVIDUAL WARRANTY DEED

5
10
20

073-1988

NPT00 128277-C

9626085

JOSEPH J. BEYERL AND MARY H. BEYERL, TRUSTEES OF THE BEYERL FAMILY TRUST DATED MARCH 1, 1991, Grantor, convey and warrant to TERRY C. HOWARTH and LYNN K. HOWARTH, husband and wife as to an undivided 1/3 interest and ERNEST EUGENE HOWARTH AND ROYANNA B. HOWARTH, husband and wife as to an undivided 1/3 interest and RICHARD A. DOOR AND MACHA L. DOOR, husband and wife as to an undivided 1/3 interest the following described real property situated in LANE County, Grantee, free of encumbrances except as specifically set forth herein, to-wit:

TRACT 1

All of the Henry B. Smith Donation Land Claim No. 37, in Township 18 South Range 6 West of the Willamette Meridian, lying South and West of the Crow-Vaughn Highway.

TRACT 2

The Northwest quarter of the Northwest quarter; the Northwest quarter of the Northeast quarter of the Southwest quarter; and Lots 3 and 4 of Section 23, Township 18 South Range 6 West of the Willamette Meridian.

TRACT 3

The Southwest quarter of the Northwest quarter; the Northeast quarter of the Northwest quarter of the Southwest quarter of Section 23, Township 18 South Range 6 West of the Willamette Meridian, in Lane County Oregon.

This conveyance is subject to and excepts:

All items of record

3333APR.23'96H02REC 5.00
3333APR.23'96H02PFUND 10.00
3333APR.23'96H02A&T FUND 20.00

The true consideration for this conveyance is \$195,000.00

"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."

Dated: March 11, 1991

State of Oregon
County of Lane - as
if the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at

23 APR 96 9:12Z

Real 2165R

Lane County Official Records
Lane County Clerk

By Paul S. Shultz
County Clerk

JOSEPH J. BEYERL AND MARY H. BEYERL
TRUSTEES OF THE BEYERL FAMILY TRUST
DATED MARCH 1, 1991

By Joseph J. Beyerl
Joseph J. Beyerl, Trustee

By Mary H. Beyerl
Mary H. Beyerl, Trustee

STATE OF CALIFORNIA

County of VENTURA

This instrument was acknowledged before me on March 15, 1991, by JOSEPH J. BEYERL AND MARY H. BEYERL, TRUSTEES



By Sherry M. Wright
Notary Public for Oregon California
My commission expires 9-10-93

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

LYNN K. HOWARTH & TERRY C. HOWARTH, 24224 VAUGHN ROAD, VENETA, OR 97487

After Recording Return to:
Western Pioneer Title Co.
P.O. Box 10146
Eugene, OR 97440

WESTERN PIONEER TITLE CO. of Lane County