

W-14.d.



Memorandum Date: September 26, 2006
Order Date: October 4, 2006

TO: Board of County Commissioners

DEPARTMENT: Public Works Dept./Land Management Division

PRESENTED BY: BILL VANVACTOR, COUNTY ADMINISTRATOR
KENT HOWE, PLANNING DIRECTOR

AGENDA ITEM TITLE: 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 (PA05-6835, WILBUR35).

I. MOTION

Move to request additional information regarding the alleged reduction in value.

II. AGENDA ITEM SUMMARY

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 the Don Wilbur Limited Partnership to use the property as allowed at the time it acquired an interest in the property?

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

This item was scheduled for a hearing on August 2, 2006. When the applicant received a copy of the preliminary staff report, he placed this claim on hold in order to submit additional information. On August 28, additional information regarding the ownership of tax lot 1700 was submitted. On September 12, 2006, additional information regarding the Limited Partnership was submitted.

Applicant: Don Wilbur Limited Partnership

Current Owner: Don Wilbur Limited Partnership

Agent: Lee Kersten

D. Financial and/or Resource Considerations

The applicant has requested compensation in the amount of \$1,250,000 or a waiver of the F1 (Non-Impacted Forest) zone regulations that prohibit the division of the property into lots containing less than 80 acres and construction of a dwelling on each lot.

E. Analysis

The applicant has submitted information in support of this claim including numerous deeds and the processing fee. The property is undeveloped, contains approximately 68.8 acres and is zoned F1. In this zone, the minimum lot size is 80 acres and new dwellings are prohibited but legally existing dwellings can be maintained, expanded or relocated. The applicant wishes to subdivide the property into lots that contain less than 80 acres and place a dwelling on each lot.

The applicant believes that deed #7551 shows Don Wilbur had an ownership interest in all the tax lots. According to the county surveyor, deed #7551 describes tax lots 102 and 103. Deed #8463785 describes tax lot 1700. Based on these deeds, Don Wilbur acquired an interest in tax lots 102 and 103 on Dec. 11, 1967 (BS #7551). He acquired an interest in tax lot 1700 on August 13, 1986 (QCD #8643785), when it was zoned F1. Although the applicant has stated Don Wilbur acquired tax lot 1700 earlier than 1986, no evidence of to this effect has been submitted. Because the minimum parcel size and dwelling restrictions were applicable in 1986, it is difficult to use the opinion of value to demonstrate a reduction in value for this tax lot.

On May 16, 2001, tax lots 102 and 1700 were conveyed to the Don Wilbur Limited Partnership (WD2001-029598). According to the county assessor's records, tax lot 103 was conveyed to the Partnership on May 9, 2001 (WD2001-201203). The Partnership is a legal entity owned by Don Wilbur and is allowed to demonstrate a reduction in fair market value from that date Don Wilbur acquired an interest in the property. If the Board determines the submitted evidence demonstrates a reduction in fair market value resulting from enforcement of a restrictive land use regulation, the restrictive regulations of the F1 zone can be waived to the date the Partnership acquired an interest in the property. The regulations can not be waived to the date Don Wilbur acquired an interest in the property because the Limited Partnership is a new owner. Measure 37 only allows a waiver of regulations to the date the current owner acquired the property.

Table 1

Tax lot	Date	Deed	Acquired by	Zoning
102	Mar 13, 1957	WD 8844	Don Wilbur	Unzoned
103	Mar 13, 1957	WD 8844	Don Wilbur	Unzoned
102	May 16, 2001	WD 2001-029598	Partnership	F1
103	May 9, 2001	WD 2001-201203	Partnership	F1
1700	unknown	unpaid taxes	Lane County	
1700	Aug 13, 1986	QCD 8643785	Don Wilbur	F1
1700	May 16, 2001	WD 2001-029598	Partnership	F1

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

Don Wilbur acquired an interest in tax lots 102 and 103 on March 13, 1957 (WD #8844). He acquired an interest in tax lot 1700 on August 13, 1986 (QCD #8643785). Tax lots 102 and 1700 were conveyed to the Don Wilbur Limited Partnership on May 16, 2001. Tax lot 103 was conveyed to the Partnership on May 9, 2001. On those dates, the property was zoned F1. It is still zoned F1. That zone does not allow new dwellings and requires at least 80 acres for new lots. The Partnership is considered a new owner for the purposes of a Measure 37 claim. Because the minimum lot size and restrictions on new dwellings were applicable when the new owner acquired an interest, they can not be waived.

Reduction in Fair Market Value

The applicant has submitted an opinion of value from a real estate broker, but this opinion is for tax lots 3000, 700 and 401. Nothing explains how that evidence relates to the property in this claim (PA 05-6835; tax lots 102, 103 and 1700). In addition, the County Administrator has not waived the requirement for an appraisal. Because of this, it is difficult to determine if this is a valid claim.

Exempt Regulations

The F1 (Impacted Forest) limitations 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. The applicant has not identified any regulations enacted since May 9 or 16, 2001, that allegedly reduce the value of the property.

Conclusion

It does not appear there is adequate information in the record to determine the validity of this claim.

F. Alternatives/Options

The Board has these options:

- Determine the application appears valid and direct staff to draft an order to that effect.
- Require more information regarding the reduction in value or ownership.
- 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. TIMING/IMPLEMENTATION

If the Board determines this is a valid claim and waives a land use regulation, the applicant must receive a similar waiver from the state before a land use application and/or development proposal is submitted.

VI. RECOMMENDATION

The County Administrator recommends the Board request additional information regarding the alleged reduction in value.

VII. FOLLOW-UP

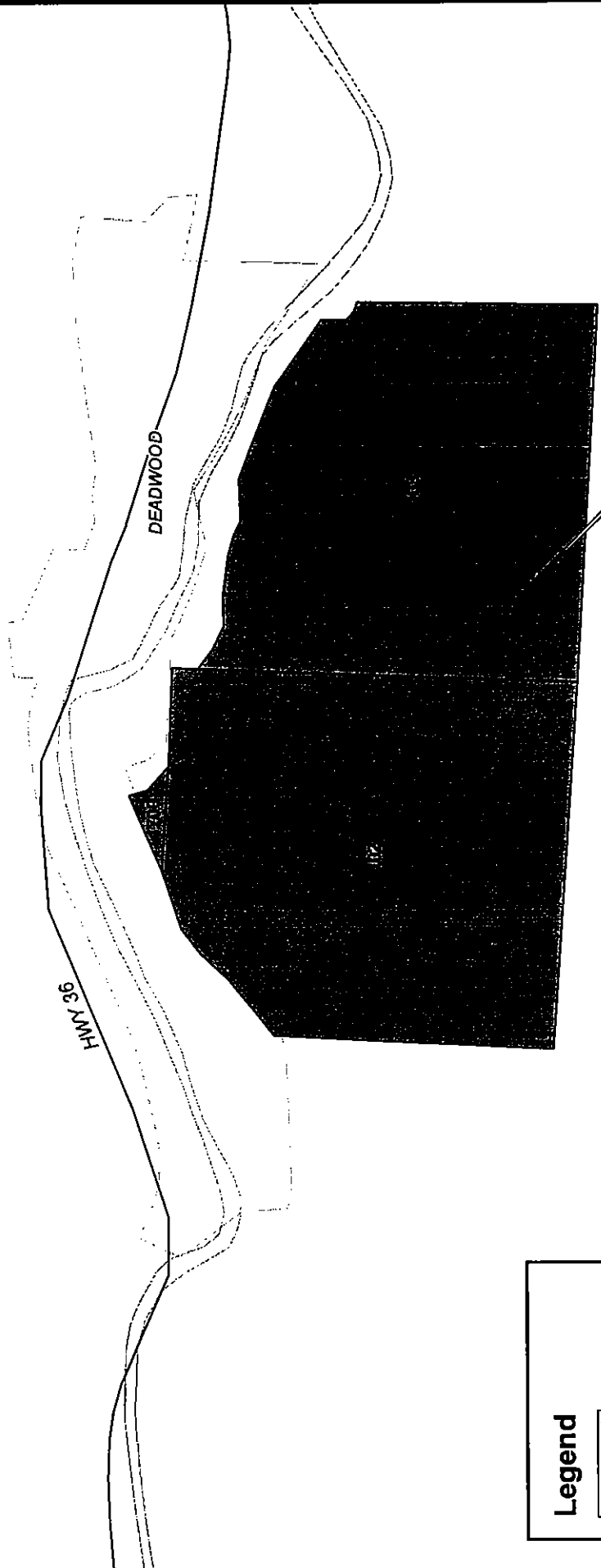
If an order is adopted, it will be recorded.

VII. ATTACHMENTS

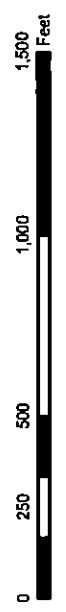
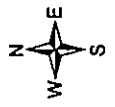
This cover memo prepared for the Board hearing does not contain the entire submittal. The entire submittal is contained in a notebook labeled "PA05-6835", available in the County Commissioners Office. The portions of the submittal included with this memo are identified below:

- Vicinity Map.
- Application form: PA 05-6835.
- Broker's Opinion of Value for the property in PA 05-6833.
- Limited Partnership Agreement.
- WD 2001-029598 dated May 16, 2001.
- Information submitted on August 28, 2006.
- Information submitted on September 12, 2006.
- Information submitted on September 20, 2006.

Wilbur 35 M37 Claim
PA05-6835



Subject Property



Legend

	Community
	Wilbur_35
	Water



PA 056835

Measure 37 Claim Number: M37-

Application for Claims Under LC 2.700 through 2.770

Due to Regulatory Reduction of Property Value Under Provisions Added to ORS Chapter 197 by BM37

Note: This completed form together with the referenced supporting documentation and application fee must be submitted to the Lane County Land Management Division, 125 East 8th Avenue, Eugene, Or., 97401 for all claims subject to the provisions added to ORS Chapter 197 by Ballot Measure 37 (November 2, 2004), to be considered for compensation under LC 2.700 through 2.770. In all cases, the applicant has the burden of demonstrating, with competent evidence, that all applicable criteria are met and the applicant would be entitled to compensation if the land use regulation continues to apply. Use additional paper, if necessary.

1. Applicant/ Agent

Don Wilbur Limited Partnership P.O. Box 47, Deadwood, OR. 97430 541-964-3345
Applicant Name (Please Print) Mailing Address Phone

Lee Keesten/ Jim Mann 2100 Country Club Rd. Ste 210, Eugene, OR 97401 345-4312
Agent Name (Please Print) Mailing Address Phone

2. Property Owner

Please provide the Name, Mailing Address and telephone number of all property owners of record holding interest in the property that is the subject of this application. Include a complete listing of all lien holders, trustees, renters, lessees or anyone with an interest in the property and describe the ownership interest.

Don Wilbur Limited Partnership Same as above 541-964-3345
Property Owner Name (Please Print) Mailing Address Phone

Property Owner Name (Please Print) Mailing Address Phone

3. Legal Description

Please provide an accurate legal description, tax account number(s), map, street address and location of all private real properties that are the subject of this application.

Assessor Map & Tax Lot Contiguous Parcels: 17-09-14 00 00 103 acquired 1957 # 1
17-09-14 00 00 102 acquired 1957 # 2
17-09-14 00 01 700 acquired 1963 (W. Wilbur) # 3
Street Address Deadwood Legal Description Attached yes

4. Identification of Imposed Land Use Regulation

Please identify the Lane Code section or other land use regulation imposed on the private real property that is alleged to restrict the use of the subject property in a manner that reduces the fair market value. Include the date the regulation was first adopted, enforced or applied to the subject property and a written statement addressing all the criteria in LC 2.740(1).

See attached

5. Title Report

Please attach a Preliminary Title Report showing title history and continuous ownership traced to the earliest family member ownership, the date of current owner(s) acquisition and all current interests of record for the subject property, issued within 30 days of the application submittal. Provide copies of relevant deeds.

6. Appraisal/Regulatory Effect

Please provide one original, signed appraisal prepared by an appraiser licensed by the Appraiser Certification and Licensure Board of the State of Oregon addressing the requirements of provisions added to ORS Chapter 197 by Ballot Measure 37 (November 2, 2004) and indicating the amount of the alleged reduction in fair market value by showing the difference in the fair market value of the property before and after the application of the challenged regulations as of the date the owner makes written demand for compensation. Include all of the supporting methodology, assumptions and calculations affecting the appraisal.

To be provided upon request

7. Leases, Covenants, Conditions and Restrictions

Please provide copies of any leases or covenants, conditions and restrictions applicable to the subject property.

none

8. Identification of Relief Sought

Please specifically indicate what relief is being sought, either a monetary value of the claim describing the reduction in fair market value of the property or the specific use authorization sought in any waiver of the land use regulation.

erect a residence on each identified parcel

all parcels were acquired prior to 1913

I (we) have completed all of the attached application requirements and certify that all statements are true and accurate to the best of my (our) knowledge and belief. I am (We are) authorized to submit this application on behalf of all those with an interest in the property and all the owner(s) agree to this claim as evidenced by the signature of those owner(s) below. Include additional signatures, as necessary.

Entry by County or its designee upon the subject property is authorized by the owner(s) and the owner(s) consent to the application for claims under provisions added to ORS Chapter 197 by Ballot Measure 37 (November 2, 2004).

Don Wilbur Limited Partnership

Owner(s) Signature

12-15-05

Date

Same

Applicant/Agent Signature

12-15-05

Date

The following contacts are provided to assist you in finding the necessary information for this application.

For zoning and land use information, please contact the Land Management Division at 682-3577.

This phone contact is a message line. Please leave a message and a Planner will return your call.

For deeds and records information, please contact Lane County Deeds and Records at 682-3654.



TR HUNTER REAL ESTATE
1749 Hwy. 101 P.O. Box 3104 Florence, OR 97439

Lane County Land Management Division
125 E. Eighth Avenue
Eugene, OR 97401

May 10, 2006

Re: PA 06-6833, Wilbur33
Map lots 17-09-15-00 #03000, 17-09-16-00 #00401, and 17-09-16-00 #00700

Dear Lane County:

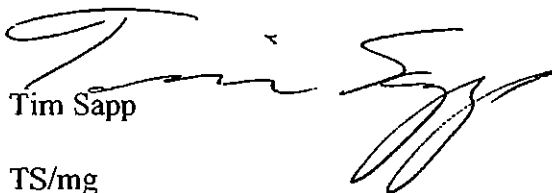
I am the Owner and Principal Broker of TR Hunter Real Estate in Florence, Oregon. I have been a licensed broker in the State of Oregon and have dealt with property in the Florence and mid-coastal area for 15 years. Following is my Broker's Price Opinion of the subject property.

This is a very private, approximately 100-acre parcel containing about 2 miles of Lake Creek frontage. The current market value for this property is a total of \$250,000.

Without the challenged land use regulations, and under this BM 37 Claim, this property would be able to be developed as 10-acre home sites. As home sites, my opinion of their value is \$150,000 each, for a total of \$1,500,000. The difference between these two values is \$1,250,000, which is the amount that the challenged land use regulation has reduced the fair market value of the subject property.

Please do not hesitate to contact me if you have any questions.

Thank you,


Tim Sapp

TS/mg

LIMITED PARTNERSHIP AGREEMENT

OF

DON WILBUR, LIMITED PARTNERSHIP

This Agreement is made and entered into on the 31 day of December, 1989 by:

GENERAL PARTNER

DON WILBUR, INC.,
an Oregon corporation

LIMITED PARTNERS

SALLY J. OWENS
CHRISTINE A. WILBUR
NANCY J. WILBUR
PATSY L. MCCRAY
JOHNNETTE ROANE
DON WILBUR

COPY

In consideration of the mutual covenants and conditions contained herein, it is hereby agreed by and between the parties hereto as follows:

1. Agreement to Form and Name of Limited Partnership.

The General Partner and the Limited Partners (collectively the "partners") hereby form a limited partnership (the "Partnership") pursuant to the provisions of the Oregon Uniform Limited Partnership Act. The name under which this Partnership is conducted is DON WILBUR, Limited Partnership.

2. Business.

The primary business of the Partnership shall be the ownership and operation of the properties, more particularly described on the attached Exhibit "A".

///

3. Place of Business.

The principal place of business of the Partnership shall be located at 15120 Highway 36, Box 4, Deadwood Oregon, or at such other place or places as the General Partner may from time to time determine after giving written notice of any such change to the Limited Partners.

4. Names and Addresses of the General Partner and the Limited Partners.

4.1 General Partner. The name and address of the General Partner is as follows:

Don Wilbur, Inc.	15120 Highway 36, Box 4 Deadwood, Oregon 97430
------------------	---

4.2 Limited Partners. The names and addresses of the Limited Partners are as follows:

Sally J. Owens	6040 Culver Drive, SE Salem, Oregon 97301
Christine A. Wilbur	15120 Highway 36, Box 4 Deadwood, Oregon 97430
Nancy J. Wilbur	15120 Highway 36, Box 4 Deadwood, Oregon 97430
Patsy L. McCray	15120 Highway 36, Box 4 Deadwood, Oregon 97430
Johnnette Roane	05338 Viola Florence, Oregon 97439
Don Wilbur	15120 Highway 36, Box 4 Deadwood, Oregon 97430

///

5. Registered Agent and Office.

The Partnership, and the General Partner thereof, designate DON WILBUR as registered agent and designate 15120 Highway 36, Box 4, Deadwood, Oregon as the registered office of the Partnership. The General Partner designates the initial registered agent and any successor registered agent as his personal registered agent and attorney upon whom any process, notice or demand which arises out of the conduct of the Partnership affairs which is required or permitted by law to be served upon a General Partner may be served.

6. Certificates.

6.1 Execution of Certificates. Concurrently with the execution hereof, and upon any amendment of the matters set forth in the certificate, the General Partner will cause to be executed and acknowledged a Certificate of Limited Partnership, pursuant to the provisions of the Oregon Uniform Limited Partnership Act, which shall be filed by the General Partner in the office of the Corporation Commissioner, Salem, Oregon, if and as required by Oregon law.

6.2 Power of Attorney. The Limited Partners hereby irrevocably constitute and appoint the General Partner as their true and lawful attorney, in his or her name, place and stead, to make, execute, acknowledge, deliver, and file the following:

///

- (a) The original and any modification or amendment to the Certificate of Limited Partnership, and any other instrument that may be required by law to be recorded or filed by the Partnership; and
- (b) All documents that may be required to effectuate the dissolution and termination of the Partnership.

In the event of any conflict between the provisions of this Limited Partnership Agreement or any amendment to it and any document executed, acknowledged, sworn to, or filed by the General Partner under this power of attorney, the Limited Partnership Agreement and its amendments shall govern.

6.3 Execution of Amended Certificate. The Limited Partners agree to execute and acknowledge as requested by the General Partner, such Certificates of Limited Partnership, any and all amendments thereof, and other documents as may be required from time to time in order to reflect any change in the partners or in the Limited Partnership Agreement agreed upon by the partners as hereinafter set forth.

7. Term of Limited Partnership.

The Partnership shall commence as of the date of filing of the Certificate of Limited Partnership as provided for in Paragraph 6 hereof, and shall continue until five (5) years after the death of DON WILBUR or the expiration of twenty-five (25) years, whichever shall first occur, or until earlier dissolved and terminated in accordance with the provisions of this Agreement.

No limited partner shall have the right to withdraw from the Limited Partnership prior to termination of the Limited Partnership.

8. Capital Contributions.

The initial capital contributions of the partners shall be as follows:

GENERAL PARTNER

The real property and other assets described on the attached Exhibit A.

LIMITED PARTNERS

The property and assets described on the attached Exhibit B.

9. Capital Accounts.

An individual capital account shall be maintained for each partner. Each partner's capital account shall be credited with the cash and the adjusted basis of property contributed to the Partnership (net of liabilities assumed by the Partnership and liabilities to which such contributed property is subject), and his or her distributive share of Partnership income (including income exempt from tax) and gain (or item thereof), and shall be debited with the cash and the Partnership's adjusted basis of property distributed to him or her (net of liabilities assumed by such partner and liabilities to which such distributed property is subject), his or her distributive share of Partnership loss and deduction (or item thereof), and his or her distributive

share of expenditures of the Partnership described in Section 705(a)(2)(B) of the Internal Revenue Code (which share shall be determined in accordance with the partner's interest in the Partnership).

10. Division of Income and Loss.

All items of income, loss, deduction and credit shall be divided between the partners as follows:

<u>General Partner</u>		<u>Limited Partners</u>	
DON WILBUR, INC.	10.0 %	SALLY J. OWENS	7.9 %
		CHRISTINE A. WILBUR	7.9 %
		NANCY J. WILBUR	7.9 %
		PATSY L. MCCRAY	7.9 %
		JOHNNETTE ROANE	7.9 %
		DON WILBUR	50.5 %
Total:	10.0 %		90.0 %

11. Cash Distributions.

The General Partner shall determine when and in what amounts cash distributions to the partners shall be made. The partners anticipate that cash may be reinvested in other properties, or to create reserves for maintenance or other extraordinary expenses.

12. Accounting and Banking.

12.1 Books and Records. The General Partner shall maintain or cause to be maintained at all times correct and proper books, records, reports, and accounts in which shall be entered fully and accurately all transactions of the Partnership. All books, records, reports and accounts of the Partnership shall

be maintained by the General Partner at the place of business stated herein. All such books of the Partnership shall be open to inspection by the Limited Partners or their duly authorized representative, at any reasonable time during business hours.

12.2 Accounting Method and Fiscal Year. The Partnership books shall be kept on the cash basis for income tax purposes. The Partnership books shall be closed and balanced at the end of each calendar year and the General Partner shall be responsible for filing all tax returns required of the Partnership on a timely basis.

12.3 Audit. Any partner shall have the right at any time to cause an audit of the Partnership books and records by an independent certified public accountant. Any such audit shall be at the expense of the partner requesting the audit.

13. Administrative Provisions.

During the continuance of the Partnership the rights and liabilities of the General Partner and the Limited Partners shall be as follows:

13.1 Management.

- (a) Subject to the provisions of Paragraph 13.2 below, the General Partner shall have exclusive management and control over the business of the Partnership, including the power to assign duties, to sign all contracts, notes, and deeds of trust, grant deeds, agreements for sale, escrow

///
///
///

instructions, and any other instruments in connection with the Partnership business activities.

- (b) Without limiting the generality of the foregoing, the powers of the General Partner shall include the right:
- (1) to obtain financing for the Partnership properties and to repay in whole or in part, refinance, increase, modify, or extend any obligation to any lender for the properties.
 - (2) to sell, buy, exchange, lease and convey the Partnership's property.
 - (3) to cause the Partnership to do business under such name or names as the General Partner shall determine.
 - (4) to assume and exercise all responsibilities imposed on the General Partner by the Uniform Limited Partnership Act of the State of Oregon.

13.2 Rights of Limited Partners. The Limited Partners shall have no right to take part in the management or control of the Partnership business or to transact any business on its behalf. Notwithstanding the foregoing, the General Partner without prior written approval of the Limited Partners, shall not:

- (a) amend this Limited Partnership Agreement;
- (b) except as specifically described in the paragraph headed "Restrictions on Disposition of Partnership Interests" admit any other person, firm, or corporation in her place as the general partner;
- (c) do any act in contravention of the Certificate of Limited Partnership;

- (d) do any act which would make it impossible to carry on the ordinary business of the Partnership;
- (e) confess a judgment against the Partnership;
- (f) use Partnership property for other than a Partnership purpose; or
- (g) terminate the Partnership.

13.4 Time Devoted to partnership Business. The General Partner shall devote such time and attention to the business and affairs of the Partnership as is reasonably necessary.

14. Dissolution and Termination of Partnership.

14.1 Events of Termination. The Partnership shall continue for a period ending five (5) years after the death of DON WILBUR, or a period of twenty-five (25) years, whichever is shorter, unless any of the following occur, in which event the Partnership shall dissolve:

- (a) The bankruptcy of the General Partner; or
- (b) all of the real property and all other assets of the Partnership are sold or disposed of; or
- (c) the partners mutually agree to terminate the Partnership.

14.2 Manner of Dissolution. Upon dissolution of the Partnership:

- (a) The affairs of the Partnership shall be wound up and terminated under the direction of the General Partner. The Partnership shall engage in no further

business other than as may be necessary to wind up the business and distribute the Partnership assets. The liquidation of any real property owned by the Partnership shall be carried on in an orderly fashion over a reasonable period of time according to established real estate practices.

- (b) The General Partner shall give notice of dissolution to all partners at their last known address. Said notice shall state the event of dissolution and the manner in which the debts of the Partnership are to be paid.
- (c) Distributions in liquidation may be made in cash or in kind, or partly in cash and partly in kind. Distributions in kind shall be made pursuant to an agreement in writing between the General Partner and the Limited Partners. The fair market value shall be placed on any property distributed in kind to the partners. Fair market value shall be determined by agreement of the partners, or in the absence of agreement, by an independent appraiser agreeable to the Partners. Distribution in kind shall be subject to reasonable conditions and restrictions which the General Partner deems necessary or desirable in order (i) to preserve the value of the property so distributed; (ii) to preserve the value of the remaining Partnership property, and (iii) to satisfy the requirements of any creditors of the Partnership. The partner receiving property by distribution in kind shall be responsible for arranging for the release of any Partnership loan with respect to such property.
- (d) The income and losses of the business during the period of dissolution shall be allocated between the partners.
- (e) The proceeds from the liquidation of Partnership assets shall be applied according to the following order of priority:

- (1) The expenses of liquidation and the debts of the Partnership, other than debts owing to the partners, shall be paid;
- (2) The General Partner shall set up any reserves which it may reasonably deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership other than to the partners as agreed upon by the partners;
- (3) The balance of the Limited Partners' capital account, shall be paid to the Limited Partners if it has not previously been returned in full;
- (4) The balance of the General Partner's capital account shall be paid to the General Partner if it has not previously been returned in full;
- (5) The balance of the Partnership assets, if any, shall be distributed to the General Partner and the Limited Partners in the ratio of their respective shares of profit and loss, as set forth in Paragraph 10.

15. Restrictions on Disposition of Partnership Interests.

No partner, whether general or limited, may dispose of his or her interest in the Partnership except in accordance with the provisions of this paragraph, or an agreement signed by all parties hereto.

15.1 Buying and Selling of Partnership Interest Other Than Upon Death. During the original term of this Agreement, no partner shall have the right to withdraw from the Partnership; it

is expressly agreed and understood, that the parties intend for the Partnership to continue for its original term in order to fulfill the partners' expectations with respect to the development and investment return in the Partnership property. Accordingly, in the event that any partner shall attempt to transfer or assign his or her interest in this Partnership, such attempted transfer shall be void and of no effect. In the event that the Partnership is terminated by reason of a wrongful transfer prior to the expiration of the term of this Agreement, then the partner wrongfully transferring his or her interest shall be responsible for all costs of termination, including legal, accounting, costs of refinancing and real property transfer fees, in addition to any other actual damages sustained by the Partnership. Further, the remaining partners shall have the right to purchase the interest of the partner who caused the termination of the Partnership, upon the terms and conditions set forth below. However, the remaining partners shall be under no obligation to purchase such interest and may elect to treat the attempted transfer as null and void, unless otherwise agreed by the General Partner and a majority of the Limited Partners.

15.2 Purchase Price. In the event that a party's interest in the Partnership is purchased by the remaining parties, and the parties do not otherwise agree upon a purchase price, the purchase price shall be determined as follows:

- (a) The withdrawing partner shall designate one independent MAI appraiser and the Partnership shall designate another independent MAI appraiser with each party responsible for the costs of the respective appraiser. Each appraiser shall appraise the Partnership property and give a written opinion as to its value, and the average of the two values shall control.
- (b) In the event of a dispute in the interpretation of this provision, the arbitration provisions of paragraph 17 shall apply.
- (c) All appraisal costs shall be paid by the withdrawing partner.

15.3 Year and Method of Valuation. The proper year and method of value to be used in determining the purchase price shall be the net fair market value as determined above for the calendar year in which the first payment under paragraph 15.5 is to be made.

15.4 Characterization of Payments. It is the intention of the parties that all amounts payable by the Partnership under this agreement to a withdrawing partner or to the successor in interest to a deceased partner shall constitute payment for the interest in Partnership property. The payment shall be considered a distribution of the Partnership property. The payment shall be considered a distribution of the Partnership property under Code Section 736(b) of the Internal Revenue Code of 1954, as amended, and not a payment of income under Section 736(a) of the Code.

///

15.5 Terms of Payment of Withdrawing or deceased

Partner. When a partner withdraws from the Partnership or dies, and the Partnership is continued by the remaining partners, payment for the value of the withdrawing partner's interest in the Partnership, as determined under paragraph 15.2, shall be made by the Partnership as follows:

- (a) Ten percent (10%) as a down payment within three months after date of withdrawal;
- (b) The balance shall be paid in three equal annual installments, including interest, the first such installment being paid one year after the down payment and the remaining payments being made on the same day in the two succeeding years. The balance may be prepaid at any time.
- (c) All deferred balances shall bear interest at 10% per annum from the date of the first payment.

If the Partnership is terminated, each partner shall be entitled to his or her share of the net proceeds upon dissolution when and as such proceeds become available for distribution.

15.6 Johnnette Roane's Interests. The foregoing notwithstanding, to the extent the Agreement between JOHNNETTE ROANE as Optionor and SALLY J. OWENS, CHRISTINE A. WILBUR, NANCY J. WILBUR and PATSY L. McCRAY is applicable, the terms of that Agreement shall prevail over the terms of this Paragraph 15.

///

16. Limitation of Liability.

The General Partner shall not be liable to the Limited Partners because of any act or failure to act if the act or omission is within the scope of the authority conferred on the General Partner by this Agreement or by law and does not constitute malfeasance or misfeasance.

17. Arbitration.

In the event of any difference or dispute arising between the parties to this Agreement involving the interpretation of any of the terms and provisions of this agreement, such question shall be determined by arbitration. All such questions shall be submitted for arbitration under the authority and auspices of the American Arbitration Association, and in accordance with the rules and regulations of arbitration established by said association, and pursuant to ORS 33.210- 33.340. Arbitration shall be held in Eugene, Oregon unless otherwise mutually agreed by the parties.

18. General.

18.1 Notice. All notices given pursuant to this Agreement shall be in writing and shall be effective either upon personal delivery or forty-eight (48) hours after deposit in the United States mail if sent by certified mail, return receipt requested, addressed to the General Partner, or to the Limited Partners at their last known address.

///

18.2 Binding Effect. This Agreement shall be binding upon each of the partners and their successors, assigns, personal representatives, heirs, and legatees.

18.3 Applicable Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the Laws of the state of Oregon.

18.4 Relationship of Partners. The partners shall be deemed to be partners only with respect to this Agreement and the Partnership's property referred to herein, and nothing contained herein shall render any partner liable for any debts or obligations, unrelated to the Partnership, of the other partners, nor shall any partner hereby be constituted the agent of any other partner, except to the limited extent herein specifically permitted and as may be hereinafter agreed upon the the partners.

18.5 Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each party who is then a partner.

18.6 Entire Agreement. This instrument contains the entire agreement of the parties relating to the Subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

18.7 Severability. The provisions of this Agreement are intended to be severable. If any term or provision of this

agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

18.8 Further Assurances. All parties agree to execute all such documents and instruments as may be required in order to conduct the business of the Partnership and to effectuate the purposes of this Agreement.


IN WITNESS WHEREOF, the parties hereto have signed this Limited Partnership Agreement as of the date herein above set forth.


GENERAL PARTNER:

DON WILBUR, INC.


DON WILBUR

LIMITED PARTNERS:


SALLY J. OWENS


CHRISTINE A. WILBUR


NANCY J. WILBUR


PATSY I. MCCRAY


JOHNETTE ROANE


DON WILBUR

59
10
19

After recording return to:
Don Wilbur, Limited Partnership
P.O. Box 40
Deadwood, OR 97430

Send Tax Statements to:
Don Wilbur, Limited Partnership
P.O. Box 40
Deadwood, OR 97430

Division of Chief Deputy Clerk
Lane County Deeds and Records

2001-029598



\$76.00

00175559200100295980110111

05/16/2001 04:06:34 PM

RPR-DEED Cnt=1 Stn=5 CASHIER 08
\$55.00 \$11.00 \$10.00

WARRANTY DEED

Donald D. Wilbur, aka Don Wilbur, aka Donald Wilbur, Grantor, conveys and warrants to Don Wilbur, Limited Partnership, Grantee, the following-described real property:

See Exhibit "A" attached hereto and by this reference incorporated herein as if set out in full.

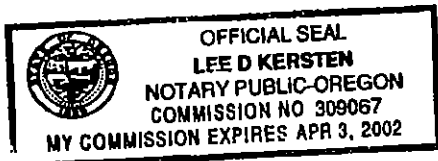
The property is free from all encumbrances except (a) Zoning ordinances, building and use restrictions, easements, covenants, conditions, and restrictions of record; (b) Conditions and restrictions apparent from a visual inspection of the property and restrictions and regulations discoverable in the public records of any governmental agency; (c) All liens and encumbrances of which Grantee has actual notice prior to receiving title; and (d) Liens and encumbrances of record.

The true and actual consideration paid for this transfer, stated in terms of dollars, is: None. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

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

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.

In Witness Whereof, the Grantor has executed this instrument on _____, 2001; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.



Grantor:

Donald D. Wilbur
Donald D. Wilbur, aka Don Wilbur, aka Donald Wilbur

STATE OF OREGON, County of Lane) ss.

Personally appeared before me on May 16, 2001, the above-named Donald D. Wilbur, aka Don Wilbur, aka Donald Wilbur, individually and acknowledged the foregoing instrument to be his voluntary act and deed.

Lee D. Kersten
Notary Public for Oregon

EXHIBIT "A"

PARCEL 1 (Junction City)

Beginning at a point on the Easterly right of way line of Corvallis-Junction City Section of the Pacific Highway, said point being opposite and 40.00 feet distant North 59° 15' East from Engineer's centerline Station 399'01.4 P.C. and also being 322.00 feet North and 845.7 feet East of the Southwest corner of Section 29, in Township 15 South, Range 4 West of the Willamette Meridian; thence Southerly 367.21 feet along said Easterly line of the highway on a 1677.00 foot radius curve to the right (the chord of which curve bears South 24° 28' 38" East 366.46 feet) to its intersection with the South line of said Section 29; thence South 89° 20' East 108.49 feet along said Section line to the intersection with the Northwesterly right of way line of the Harrisburg-Junction City Section of the Pacific Highway; thence Northeasterly 184.95 feet along said Northwesterly line of the highway on a 746.20 foot radius curve to the right (the chord of which curve bears North 36° 52' East 184.46 feet); thence North 43° 58' East 180.29 feet; thence North 82° 23' 30" West 499.55 feet to the place of beginning in Lane County, Oregon.

EXCEPTING THEREFROM the North ½ of the county Road on the South side of the above described tract of land in Lane County, Oregon. Containing more or less, 2.00 acres, exclusive of said county road in Lane County, Oregon.

EXCEPT 0.03 acre to State of Oregon by deed recorded in Book 363, page 66, Lane County Oregon Deed Records and being more fully described as follows:

Two parcels of land lying in the Southwest ¼ of the Southwest ¼ of Section 29, Township 15 South, Range 4 West of the Willamette Meridian in Lane County, Oregon and being a portion of the following description:

That tract of land which was conveyed by that certain deed to D. L. Smith and Winona Smith recorded in Book 344, page 86, Lane County, Oregon Deed Records, the said two parcels being described as follows:

PARCEL #1: Beginning at a point on the South line of said Section 29, said point being 1083.5 feet South 89° 20' East from the Southwest corner of said Section; thence North 44° 01' East a distance of 119.6 feet to the Westerly right of way line of the East side of the Pacific Highway; thence Southwesterly following the right of way line along the arc of a 746.20 foot radius curve to the left (the long chord of which bears South 34° 05' West 104.21 feet) a distance of 104.3 feet to the South line of said Section 29; thence North 89° 20' West along said Section line, a distance of 24.7 feet to the place of beginning containing 0.022 acre.

PARCEL #2: Beginning at a point on the South line of said Section 29, said point being 1018.8 feet South and 89° 20' East from the Southwest corner of said Section; thence North 30° 44' 30" West a distance of 104.8 feet to the Easterly right of way line of the West side Pacific

Highway; thence Southeasterly following said right of way line along the arc of a 1677.2 foot radius curve to the right (the long chord of which bears South 19° 49' East 95.57 feet) a distance of 95.6 feet to the South line of said Section 29; thence South 89° 20' East along said Section line a distance of 01.2 feet to the place of beginning, containing 0.022 acre.

The two parcels of land to which this description applies contain 0.044 acre, of which 0.018 acre lies within the existing right of way, title to which hereby is acknowledged to be in the public, and 0.026 acre lies outside of the existing right of way, containing, more or less 1.97 acre.

ALSO EXCEPTING THEREFROM: all that property conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division, by deed dated September 8, 1992, and recorded in Lane County Oregon deed records on September 21, 1992 as instrument No. 92-52754.

ALSO EXCEPTING THEREFROM: all that property conveyed to Safeway, Inc., a Delaware Corporation, by Memorandum of Land Sale Contract dated January 14, 1999, and recorded in Lane County Oregon deed records on January 26, 1999, as Reel #2507R, Instrument No. 99006371.

PARCEL 2 (Triangle Lake)

Beginning at a point being South 9° 03' 20" West 1144.34 feet from the East ¼ corner of Section 18, Township 16 South, Range 7 West, of the Willamette Meridian, said point also being on the North margin of State Hwy #36; thence along said North margin South 86° 25' West 199.47 feet; thence leaving said margin North 269.23 feet; thence East 240.00 feet; thence South 9° 3' 20" West 260.00 feet to the point of beginning in Lane County, Oregon.

PARCEL 3 (East Home Place)

All of Government Lot #2 and all of the Southeast quarter of the Northwest quarter of Section 18, Township 17 South, Range 8 West, of the Willamette Meridian. Except the portion of the Southeast quarter of the Northwest quarter lying North of the center line of Lake Creek, also the following described parcel:

Beginning at the Northwest corner of Section 18, Township 17 South, Range 8 West of the Willamette Meridian, thence South 1° 03' East along the township line to an iron pipe on the South right of way line of the Siuslaw Highway, said point being the true point of beginning, thence in a Northeasterly direction following the right of way line of the Siuslaw Highway around a 28° curve to the left—the long chord of which is North 29° 47½' East 198.1 feet; thence East 50.00 feet to a point in the center of Lake Creek; thence South 29° 00' East 373.80 feet following the center of Lake Creek to a point on the South line of Lot 1 in said Section 18, Township 17 South, Range 8 West of the Willamette Meridian, thence West 326.80 feet along the South line of said Lot 1 to the Southwest corner thereof; thence North 1° 03' West 155.10 feet along the West line of said Section 18 to the true point of beginning in Lane County, Oregon.

Except: 9.25 acres out to TL 601 by Reel 2145/96-12973 "Exhibit C" for 1997.

PARCEL 4 (Rock Pit)

Beginning at the Northeast corner of Section 13, in Township 17 South, Range 9 West, Willamette Meridian; and running thence, South 1° 03' East 1153.7 feet along the Township line to an iron pipe on the South right of way line of the Siuslaw Highway, said point being the true point of beginning, thence, Southwesterly following the Southerly right of way line of the Siuslaw Highway around a 28° curve, the long chord of which bears South 81° 31' West 236.87 feet, thence, South 23° 47½' East 607.74 feet to a point on the East line of Section 13, Township 17 South, Range 9 West, Willamette Meridian; thence, North 1° 03' West 591.21 feet to the true point of beginning, all being situated in Lane County, Oregon.

PARCEL 5 (Field East Home Place)

That part of the Northeast ¼ of Section 13, Township 17 South, Range 9 West, Willamette Meridian, in Lane County, Oregon, between Highway 36 and the center of Lake Creek.

Except 1.50 acre in Tax Lot 100. Except 10.75 acre in Tax Lot 200. Except 1.93 acre in Tax Lot 302. Except 1.95 acre in relocated Siuslaw Highway as per R377/12080, Parcel 1. Also by R431/59614 (1969) and by R403/34541 (1969). Except 0.26 acre in the relocated Siuslaw Highway as per R 377/12080, Parcel 1. Also by R431/59614 in 1969 and by R403/34541 (1969). Less: 0.70 acre in Siuslaw Highway No. 36.

All that property in the Northeast ¼ of Section 13, Township 17 South, Range 9 West, of the Willamette Meridian, Lane County, Oregon lying South and East of the following described property:

Beginning at a point in the center of Highway 36, said point being 1054.46 feet South and 729.78 feet East of the North ¼ corner (marked by a brass cap) Section 13, Township 17 South, Range 9 West of the Willamette Meridian, Lane County, Oregon, thence along the center of said highway, South 88° 21' East 410.48 feet; thence South 11° 08' 20" West 259.29 feet to a one and three-quarter inch iron pipe; thence South 72° 35' 45" West 111.06 feet to a point; thence North 46° 27' West 15.00 feet to a point; thence North 51° 06' West 318.94 feet to a point; thence North 03° 09' 00" West 89.00 feet to the Point of Beginning.

PARCEL 6 (Field South of Jenkins)

All of that part of the Northeast ¼ of Section 13, in Township 17 South, Range 9 West, Willamette Meridian, which lies South of the center line of Lake Creek, containing more or less 60.00 acres and all being located in Lane County, State of Oregon.

PARCEL 7 (Airstrip)

All that portion of the Northwest ¼ of Section 13, Township 17 South, Range 9 West of the Willamette Meridian in Lane County, Oregon, lying South of the center line of Highway 36 of Lane County, Oregon.

Less 1.71 acres in County Road. Less 1.76 acre in Siuslaw Highway No. 36. EXCEPT 0.15 acre in Relocated Siuslaw Highway per R377/12080 Parcel 1. Also by R403/34541 & R431/59614 in 1969.

PARCEL 8 (Home Place)

Beginning at the Southeast corner of the Northeast ¼ of the Northeast ¼ of Section 14, Township 17 South, Range 9 West, Willamette Meridian and running thence North 0° 37' West 7.9 feet along the East line of said Section 14, to the center line of the Siuslaw Highway; thence North 74° 49' 26" West 253.5 feet along the center line of said Highway; thence North 72° 07' 26" West 18.10 feet thence South 1° 12' West 327.10 feet to the center of Lake Creek; thence upstream along the center of Lake Creek (the direct line being South 54° 59' East 334.01 feet) to the East line of said Section 14; thence North 0° 37' West 439.0 feet to the place of beginning, in Lane County, Oregon. Less 0.14 acre in Siuslaw Highway.

NO PARCELS 9 OR 10

PARCEL 11 (Easement @ cement bridge)

Beginning at a point in the center of the Siuslaw Highway 388.29 feet north and 1228.93 feet West of the Southeast corner of the Northeast quarter of the Northeast quarter of Section 14 in Township 17 South, Range 9 West, Willamette Meridian, and running thence North 72° 09' 26" West 194.80 feet along the center line of the said highway; thence South 1° 12' West 106.10 feet to the center of Lake Creek; thence running upstream on the center of Lake Creek Southeasterly (the direct line being South 28° 48' East 371.76 feet); thence North 1° 12' East 372.50 feet to the place of beginning, containing 1.03 acres, more or less, in Lane County, Oregon. Except 0.07 acre out to TL 700 by R2148/96-14949 "Page 2" for 1997.

PARCEL 12 (Reeder's Cement bridge) _____ acres

Beginning at a point on the North boundary of the Southwest ¼ of the Northeast ¼ of Section 14, Township 17 South, Range 9 West, Willamette Meridian, said Point of Beginning bears South 89° 16' 00" East, a distance of 455.93 feet from the position of the Northwest corner of said Southwest ¼ of the Northeast ¼ of Section 14, as determined by a survey performed by Francis E. Waggoner, reference County Survey No. 2372, said Point of Beginning being in the as traveled centerline of a gravel road; thence following said as traveled centerline South 66° 36' 54" West, a distance of 117.32 feet; thence along a 449.83 foot radius curve to the left (chord bears South 54° 38' 38" West, a distance of 186.60 feet) an arc distance of 187.97 feet; thence South 42° 40' 23" West, a distance of 47.74 feet; thence along a 1457.44 foot radius curve to the right (chord bears South 46° 20' 46" West, a distance of 186.74 feet) an arc distance of 186.87 feet; thence South 50° 01' 09" West, a distance of 113.69 feet; thence along a 144.21 foot radius curve to the left (chord bears South 24° 56' 53" West, a distance of 122.21 feet) an arc distance of 126.20 feet; thence South 0° 07' 22" East, a distance of 208.89 feet; thence along a 63.89 foot radius curve to the right (chord bears South 9° 56' 55" West, a distance of 22.35 feet) an arc distance of 22.46 feet; thence South 20° 01' 13" West, a distance of 145.11 feet; thence along a 760.10 foot radius curve to the left (chord bears South 6° 23' 54" West, a distance of 358.03 feet) an arc distance of 361.43 feet; thence South 7° 13' 26" East, a distance of 113.21 feet to a point on the east/west centerline of said Section 14; thence following said east/west centerline South 88° 50' 42" East, a distance of 1353.04 feet; thence leaving said east/west centerline North 10° 40' 22" West, a distance of 1383.18 feet more or less, to a point on the North boundary of said Southwest ¼ of the Northeast ¼ of Section 14; thence following said North boundary, North 89° 16' 00" West, a distance of 451.88 feet to the Point of Beginning, all in Lane County, Oregon.

PARCEL 13 (Rock Pit Lk Cr Mtn Rd)

Beginning at a point in the center of a 40 foot road, said point being 139.15 feet North and 783.53 feet East of the Northwest corner of the Southwest ¼ of Northeast ¼ of Section 14, Township 17 South, Range 9 West, Willamette Meridian as established in County Survey #2372, thence run along the center of said road South 66° 50' West 368.10 feet to a point on the North line of said Southwest ¼ of Northeast ¼ of Section 14, thence running along said North line of the Southwest ¼ of Northeast ¼ of Section 14, South 89° 16' East 438.98 feet to a point in the center of a 40 foot roadway, thence along the center of said 40 foot roadway North 45° 58' West 102.83 feet and North 18° 37' West 83.33 feet to the place of beginning in Lane County, Oregon.

NO PARCEL 14

PARCEL 15 (Burn pit) _____ acres

Beginning at the Northwest corner of the Southwest ¼, of the Northeast ¼, of Section 14, Township 17 South, Range 9 West, of the Willamette Meridian, as shown in Lane County survey file #2372; thence North 0° 00' 00" East a distance of 21.16 feet; thence South 63° 30' 00" West a distance of 136.41 feet; thence South 2° 00' 00" East a distance of 381.11 feet to the True Point of Beginning being a 5/8" rebar with a yellow plastic cap marked LS1091 set in the as traveled centerline of a gravel road; thence following said as traveled centerline of a gravel road along a 367.74 foot radius curve to the right (chord bears South 75° 40' 17" West a distance of 121.29 feet) an arc distance of 121.85 feet; thence South 85° 09' 51" West a distance of 380.08 feet; thence along a 296.19 foot radius curve to the right (chord bears North 85° 05' 07" West a distance of 100.32 feet) an arc of 100.81 feet to a 5/8" rebar with a yellow plastic cap marked LS1091; thence leaving said as traveled centerline of a gravel road South 6° 12' 55" East a distance of 235.42 feet to a 5/8" rebar with a yellow plastic cap marked LS1091; thence South 0° 00' 00" East a distance of 70.00 feet to a 5/8" rebar with a yellow plastic cap marked LS1091; thence South 65° 29' 00" East a distance of 157.88 feet to a 5/8" rebar with a yellow plastic cap marked LS1091; thence South 21° 16' 00" East a distance of 533.21 feet to the east/west centerline of said Section 14, being marked by a 5/8" rebar with a yellow plastic cap marked LS1091; thence along said east/west centerline of Section 14, South 88° 50' 42" East a distance of 153.62 feet to a 5/8" rebar with a yellow plastic cap marked LS1091 set in the as traveled centerline of a gravel road; thence along said as traveled centerline of a gravel road North 7° 13' 26" West a distance of 113.21 feet; thence along a 760.10 foot radius curve to the right (chord bears North 6° 23' 54" East a distance of 358.03 feet) an arc of 361.43 feet; thence North 20° 01' 13" East a distance of 145.11 feet; thence along a 63.89 foot radius curve to the left (chord bears North 9° 56' 55" East a distance of 22.35 feet) an arc of 22.46 feet; thence North 0° 07' 22" West a distance of 208.89 feet; thence along a 144.21 foot radius curve to the right (chord bears North 6° 05' 19" East a distance of 31.21 feet) an arc of 31.27 feet to a 5/8" rebar with a yellow plastic cap marked LS1091; thence leaving said as traveled centerline of a gravel road North 2° 00' 00" West a distance of 56.67 feet more or less to the true point of beginning being a 5/8" rebar with a yellow plastic cap marked LS1091, all in Lane County, Oregon.

NO PARCEL 16 OR 17

PARCEL 18 (Wilma's adjoins Etes)

Beginning at the ¼ corner between Sections 15 and 16, Township 17 South, Range 9 West, Willamette Meridian, Lane County, Oregon thence North 0° 07' West to South bank of Lake Creek; thence Northeasterly along said South bank to a point which is North 0° 05' East of a point which is South 89° 57½' East 1353.3 feet from the point of beginning; thence South 0° 03' West to said point South 89° 57½' East of the point of beginning; thence North 89° 57½' West 1353.3 feet to the point of beginning.

PARCEL 19 (Dolly home place)

Parcel #4: The East ½ of Southwest ¼ of Northeast ¼ and the West ½ of Southeast ¼ of Northeast ¼ of Section 16, Township 17 South, Range 9 West, Willamette Meridian, Lane County, Oregon. Parcel #5: The East ½ of Southeast ¼ of Northeast ¼ of Section 16, Township 17 South, Range 9 West, Willamette Meridian, Lane County, Oregon.

EXCEPT the following described property: Beginning at the brass cap marking the ¼ corner between Sections 15 and 16, Township 17 South, Range 9 West, Willamette Meridian, thence North 0° 07' West 579.71 feet along the Section common to said Sections 15 and 16, to the South right of way line of the Siuslaw Highway, (60 feet wide) and the true place of beginning, thence South 0° 07' East 158.52 feet along said Section line to the center of Lake Creek, thence Southwesterly along the said center of Lake Creek to a point that bears South 78° 39' West 199.38 feet from the last described point, thence North 0° 07' West 155.46 feet to the South right of way line of the Siuslaw Highway (60 feet in width), thence North 77° 47' 22" East 200.00 feet along said South right of way line of the Siuslaw Highway to the true place of beginning, Lane County, Oregon.

ALSO EXCEPT: Beginning at a point on the Southerly right of way line of the Siuslaw Highway (US #36), said point being 579.71 feet North 0° 07' West and 200.0 feet South 77° 47' 22" West from the ¼ corner on the East line of Section 16, Township 17 South, Range 9 West, Willamette Meridian, and run thence South 0° 07' East 155.46 feet to the center line of Lake Creek, thence along the centerline of said Lake Creek South 69° 59' West 721.18 feet to its intersection with the centerline of Green Creek, thence along the centerline of said Green Creek North 52° 50' West 279.52 feet to the center line of Green Creek Bridge, and centerline of the Siuslaw Highway, as traveled, thence along the centerline of said Siuslaw Highway on a curve to the left, the chord of which bears South 32° 47' 45" West 64.89 feet, thence North 51° 53' 45" West 506.12 feet, thence North 1° 20' West 216.34 feet, thence North 71° 10' East 137.47 feet, thence North 59° 34' 45" East 103.12 feet to a point on the Easterly bank of Green Creek, thence South 41° 00' East 577.77 feet to a point on the Northerly right of way of the Siuslaw Highway, thence South 12° 12' 38" East 60.0 feet to a point on the Southerly right of way of the Siuslaw Highway, thence along the Southerly right of way of the Siuslaw Highway North 77° 47' 22" East 744.60 feet to the Place of Beginning, Lane County, Oregon.

ALSO EXCEPT that portion of the Siuslaw Highway and the State Secondary Highway as said Highways run through the foregoing described property.

PARCEL 20 (Swenson)

The Northeast ¼ of the Southeast ¼ of Section 16, Township 17 South, Range 9 West, Willamette Meridian, Lane County, Oregon. Less 1.10 acre in Highway.

PARCEL 21 (McVay)

Beginning at a point 400 feet East of the Northwest corner of the Southwest quarter of the Northwest quarter of Section 15, Township 17 South, Range 9 West, Willamette Meridian,

running thence East 557 feet along the North line of said Southwest quarter of the Northwest quarter, thence South parallel to West line of said Southwest quarter of the Northwest quarter to the North bank of Lake Creek, thence West along said North bank to a point South of the place of beginning, thence North to the place of beginning, in Lane County, Oregon. Less 0.79 acre taken out for State Highway. Less 0.77 acre in Siuslaw Highway.

NO PARCEL 22

PARCEL 23 (92022 West Fork Rd)

Northwest ¼ of the Northeast ¼ of the Southwest ¼; Southwest ¼ of the Northeast ¼ of the Northeast ¼ of the Southwest ¼; West ¾ of the South ½ of the Northeast ¼ of the Southwest ¼; Southeast ¼ of the Southeast ¼ of the Northeast ¼ of the Southwest ¼; South ½ of the Southwest ¼ of the Northwest ¼ of the Southeast ¼, Section 26 South, Range 9 West, Willamette Meridian, Lane County, Oregon. Less 1.40 acres in County Road. Except: 30.65 acres out to parcel 201 for 2000 by Reel 2233/9674787.

PARCEL 24 (Joe Graham)

Southeast ¼ of the Northeast ¼ of the Northwest ¼ of the Northwest ¼ in Section 26, Township 16 South, Range 9 West, Willamette Meridian, in Lane County, Oregon.

PARCEL 25 (Dead Dog Hole)

Lot 3; Southeast ¼ of the Southeast ¼; except Road, Section 20 Tax Lot 4 except in Section 21. Planimetered Government acreages Less 4.86 acres in County Road. Except 1.19 acres to 17-09-21 500 032-00 per R181/47153. (1962) Except 1.95 acre to parcel 600 on 17 09 21 for 1990 by R1635/9025467 and 9025468.

PARCEL 26 (Thompson Creek)

That portion of said Lots 1 and 2 lying Northerly of a line concentric and parallel with and distant 50 feet Northerly, measured radially and at right angles from the original located center line of Southern Pacific Company's main track, said parallel and concentric line more particularly described as follows:

Beginning at a point in the West line of said Section 23, distant 50 feet Northerly, measured radially, from said original located center line of main track of the Southern Pacific Company, at or near Engineer Station 2748-12.9; thence Southeasterly on a curve to the right, having a radius of 4633.69 feet (tangent to said curve at last mentioned point bears South 87° 08' 40" East and chord of said curve bears South 77° 39' 20" East 1527.80 feet) an arc distance of 1534.81 feet to a point; thence Southeasterly on a compound curve to the right (tangent to said compound curve at last mentioned point bears South 68° 10' East) having the following radii, central angles, and arc lengths:

Radii	Central Angles	Arc Lengths
5779.60 feet	0° 18' 00"	30.26 feet
7689.45 feet	0° 13' 30"	30.20 feet
11509.17 feet	0° 09' 00"	30.13 feet

22968.32 feet	0° 04' 30"	30.07 feet
---------------	------------	------------

to a point; thence South 67° 25' East, a distance of 978.5 feet to a point; thence Southeasterly on a compound curve to the left (tangent to said compound curve at last mentioned point is last described course) having the following radii, central angles, and arc lengths:

Radii	Central Angles	Arc Lengths
11409.17 feet	0° 09' 00"	29.87 feet
5679.60 feet	0° 18' 00"	29.74 feet
3769.75 feet	0° 27' 00"	29.61 feet
2814.83 feet	0° 36' 00"	29.48 feet
2241.88 feet	0° 38' 40"	25.22 feet

to a point in the East line of the Southwest quarter of said Section 23, distant 50 feet Northeasterly measured radially, from said original located center line of main tract of the Southern Pacific Company at or near Engineer Station 2720-50.2. All in Township 17 South, Range 10 West, Section 23, Willamette Meridian, Lane County, Oregon.

PARCEL 27 (Brickerville @ RR Track)

That part of Lot 3 West of Railroad right of way Section 22, Township 17 South, Range 10 West, Willamette Meridian, in Lane County, Oregon.

PARCEL 28 (Brickerville)

Beginning at a point in the South line of the Northwest ¼ of Section 27 Township 17 South, Range 10 West Willamette Meridian 6.61 chains West of the intersection with the Westerly line of the county road; being at the Southwest corner of the tract of land conveyed to John N. Sullivan and wife by deed recorded in Book 143 Page 476 Lane County deed records and running thence North 37° 30' East along the line of said Sullivan tract 17.90 chains to the most Northerly corner thereof; thence North 47° 30' West 75.0 links to the most Westerly corner of the tract of 4 acres conveyed to Cyrus Sullivan by deed recorded in Book 160 page 115 Lane County deed records; thence North 22° 3' East 7.41 chains to the most Northerly corner of the 1 acre tract conveyed to Eva C. Goehrs by deed recorded in book 153 page 477 Lane County Deed records; thence South 64° 20' East 6.00 chains to line of said road; thence Northeasterly along the line of said road to the most Southerly corner of the tract of 18 acres conveyed to Frank P. and Minnie L. Spencer by deed recorded in Book 114 page 501 Lane County Deed records; thence along the Southerly line of said Spencer tract, North 30° West about 700 feet; thence North 60° West about 324 feet; thence West about 76.0 feet to the West line of the Northeast ¼ of the Northwest ¼ of said Section 27; thence South on said West line about 14.70 chains to the Southwest corner of said subdivision; thence, West 20.0 chains to the West line of said Section 27; thence South on section line 20 chains and thence East about 11.00 chains to the point of beginning. Less .37 acre in county road #628. All in Lane County, Oregon.

PARCEL 29 (Johnson Tract, Mapleton)

All that part of Lot 3, Section 2, Township 18 South, Range 10 West, Willamette Meridian, lying North and East of County Road #1091, in Lane County, Oregon. EXCEPTING that part lying Westerly of a line described as follows: Beginning at a point 809.72 feet North 89° 33' East from a witness corner to a meander corner on the North line of Section 2, Township 18 South, Range 10 West, Willamette Meridian, said witness corner being 644.78 feet North 89° 33' West from the Northwest corner of said Section 2, run thence South 34° 43' West 135.25 feet to the center of County Road.

PARCEL 30 (Florence Island)

All of the following described property lying Easterly of the Southern Pacific Railroad right of way as set forth by instrument recorded March 14, 1914, in Book 103, Page 505, Lane County Oregon Deed Records: Government Lots 2, 3, 4, and 5, in Section 29, and all the tidelands fronting and abutting on said Lots 4 and 5, all in Section 29, Township 18 South, Range 11 West of the Willamette Meridian in Lane County, Oregon, and

Government Lots 14, 15 and 16 in Section 20, and all the tidelands fronting and abutting on said Lots 15 and 16, of said Section 20 in Township 18 South, Range 11 West, Willamette Meridian, EXCEPT: from said Lot 14, those parcels conveyed to M. E. Saubert by deeds recorded in Book "V", page 94 and in Book 36, page 624 and that parcel conveyed to John Lawson, by deed recorded in Book 26, page 320, Lane County Oregon Deed Records, in Lane County, Oregon.

ALSO including: That portion of the following described premises which lies West of the Southern Pacific Railroad Right of Way:

Lot 8 of Section 30 and all the Tide Land fronting and abutting Lot 8 in Section 30, all in Township 18 South, Range 11 West of the Willamette Meridian.

Also Lot 7 of Section 30, Township 18 South, Range 11 West of the Willamette Meridian, and also all the tide lands fronting and abutting upon that portion of Lot 7 described above.

EXCEPTING however that part of Lot 7 conveyed to Anna B. Marsh, Trustee, by deed recorded at page 210 of Book 41 of the Deed Records of Lane County, Oregon.

ALSO EXCEPTING a small parcel of Land in said Lot 7 conveyed to E. A. Pratt by Deed Recorded at page 357 of Book 97.

ALSO EXCEPTING 2 acres of land in a square, being situated in the Northwest corner of said described property which is bounded by land heretofore conveyed to E. A. Pratt by deed Recorded at page 357 of Book 97 of Lane County Deed Records which is bounded on the West by the land deed to E. A. Pratt and bounded on the North by the Siuslaw River, following the meander thereof.

ALSO including: Beginning at a point which is 274.8 feet South and 1020.0 feet South 65° 10' West of the corner of Sections 19, 20, 29, & 30, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon; run thence South 45° East 141.0 feet; thence North 45° East 100.0 feet; thence North 45° West 79.5 feet to the bank of Siuslaw River; thence Southwesterly along said river bank to point of beginning and any other land there may be between this land and

the Siuslaw River, including tide land, if any;

ALSO: Two acres of land in a square and being situate in the Northwest corner of the following described premises, to-wit: Lots 14, 15, and 16, Section 20, and Lot 4, Section 29, and Lot 7, Section 30, Township 18 South, Range 11 West, Willamette Meridian, Lane County, Oregon, said two acres herein described is bounded by land heretofore conveyed to E. A. Pratt by deed recorded at Page 357 of Book 97 Deed Records, Lane County, Oregon, and is bounded on the North by the Siuslaw River, following the meander thereof and situate in Lane County Oregon.

ALSO: Lot 6 and that part of Lot 7 lying Westerly of the line of an old picket fence extending to other margin of said Lot 7, said line of fence so extended from the South bank of the Siuslaw River, run thence South 45° East across said lot and a point in said line bears South 63° West 1060.0 feet from the Section line between Sections 29, and 30, in Section 30, Township 18 South, Range 11 West, Willamette Meridian, and all tide land abutting, Lane County, Oregon.

NO PARCEL 31, 32, and 33

LEE D. KERSTEN

Attorney at Law

REC'D AUG 28 2006 260 Country Club Road, Suite 210

Eugene, OR 97401

Telephone: (541) 345-4312

Fax: (541) 345-7098

August 25, 2006

Steve Hopkins
Lane County Land Management
125 E. 8th Avenue
Eugene, OR 97401

Re: Wilbur BM 37 Claim
PA 06-6835

Dear Mr. Hopkins:

Enclosed are documents which I hope will resolve the ownership issue for tax lot 1700. You identified this as an outstanding matter in your draft Staff Report.

In short, as you can see from the documents, "grandpa" sold the property to Don Wilbur in 1957. For some reason, the taxes went unpaid and Mr. Wilbur bought it out of foreclosure from the County. The Quit Claim Deed from 1986 showing that is enclosed in the documentation. Accordingly, I hope you can conclude that Don Wilbur was the only owner of this property until its transfer to the limited partnership.

Please do not hesitate to contact me if you have any questions.

Yours truly,

Lee D. Kersten

LDK/jmd

Enclosures: Cited

Copy: Client (w/o encls)

**Schedule D
(Form 1065)**

Capital Gains and Losses

OMB No. 1545-0099

2005

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1065.

Name of partnership

Employer identification number

DON WILBUR, LTD

93-1028384

Part I Short-Term Capital Gains and Losses – Assets Held 1 Year or Less

1	(a) Description of property (e.g., 100 shares of 'Z' Co)	(b) Date acquired (month, day, year)	(c) Date sold (month, day, year)	(d) Sales price (see instructions)	(e) Cost or other basis (see instructions)	(f) Gain or (loss) Subtract (e) from (d)
2	Short-term capital gain from installment sales from Form 6252, line 26 or 37					2
3	Short-term capital gain (loss) from like-kind exchanges from Form 8824					3
4	Partnership's share of net short-term capital gain (loss), including specially allocated short-term capital gains (losses), from other partnerships, estates, and trusts					4
5	Net short-term capital gain or (loss). Combine lines 1 through 4 in column (f). Enter here and on Form 1065, Schedule K, line 8 or 11					5

Part II Long-Term Capital Gains and Losses – Assets Held More Than 1 Year

6	(a) Description of property (e.g., 100 shares of 'Z' Co)	(b) Date acquired (month, day, year)	(c) Date sold (month, day, year)	(d) Sales price (see instructions)	(e) Cost or other basis (see instructions)	(f) Gain or (loss) Subtract (e) from (d)	
	47.33 ACRES BRICKERVILLE	Various	10/11/05	260,000.	4,280.	255,720.	
	1.32ACRES 16-07-18 74TL612	Various	11/21/05	45,000.	3,524.	41,476.	
	22' KOFFLER BOAT	Various	6/30/05	10,050.	0.	10,050.	
7	Long-term capital gain from installment sales from Form 6252, line 26 or 37					7	6,880.
8	Long-term capital gain (loss) from like-kind exchanges from Form 8824					8	
9	Partnership's share of net long-term capital gain (loss), including specially allocated long-term capital gains (losses), from other partnerships, estates, and trusts					9	5,126.
10	Capital gain distributions					10	
11	Net long-term capital gain or (loss). Combine lines 6 through 10 in column (f). Enter here and on Form 1065, Schedule K, line 9a or 11					11	319,252.

BAA For Privacy Act and Paperwork Reduction Act Notice, see instructions for Form 1065.

Schedule D (Form 1065) 2005

WARRANTY DEED

For Value Received

WILLIAM W. WILBUR, SR., and MARGARET E. WILBUR, husband and wife,
 the grantors, do hereby grant, bargain, sell and convey unto
 DONALD D. WILBUR and DOROTHY J. WILBUR, husband and wife,
 the grantees, the following described premises, to wit:

REVENUE STAMPS

That part of the Southwest Quarter (¼) of the Northeast Quarter (¼) of Section 14, Township 17 South, Range 9 West of the Willamette Meridian, in Lane County, Oregon, lying South of the present logging road built and established by the Consumer's Co-op and now owned by Georgia Pacific Company, said real property being subject to a right of way of record across the above described real property now owned by Georgia Pacific Corporation.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s,
 their heirs and assigns forever. And the said Grantor s do hereby covenant to and
 with the said Grantee s, that they are the owners in fee simple of said premises; that they are
 free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: March 13, 1957.

_____(SEAL)
 _____(SEAL)

William W. Wilbur, Sr. (SEAL)
Margaret E. Wilbur (SEAL)

STATE OF OREGON, COUNTY OF LANE ss:

On this 13th day of March 19 57
 personally came before me, a Notary Public in and for said
 county, the named WILLIAM W. WILBUR, SR.
 AND MARGARET E. WILBUR, husband and
wife,

to me personally known to be the identical person s de-
 scribed in and who executed the within instrument, and
 acknowledged to me that, they executed the same
 freely and voluntarily for the uses and purposes therein
 named.

Witness my hand and seal this day and year last above

[Notary Seal]
[Signature]
 Notary Public for Oregon.

My Commission Expires April 26, 1957

State of Oregon
 County of Lane ss.
 I, Harry L. Chase, County Clerk and ex-
 officio Recorder of Conveyance, in and for said
 County, do hereby certify that the within
 instrument was received for record at

44452 Wilbur

1957 MAR 22 PM 1 35

REEL 96 '57 D

Lane County
 HARRY L. CHASE, County Clerk.
 Deputy.

104 - Donald D. Wilbur - Woodward



FOURTH NOTICE

ADJUSTED

October 24, 1986

Don Wilbur
15120 Hwy #36
Deadwood, OR 97430

Re: Purchase of County-Owned Property

Your purchase of parcel 17-09-14-00-01700
was approved by the Board of County Commissioners on August 13, 1986.

Upon receipt of the purchase price balance of \$1937.98 (adjusted),
\$10.00 remonumentation fee, and \$4.00 recording fee, for a total of
\$1951.98. I will record the signed Quitclaim Deed and forward
it to you.

If you have any questions, I can be contacted at 687-4174.
THIS AMOUNT WILL HAVE TO BE PAID BY NOVEMBER 1, 1986.

Sincerely

Zoe Hauser
Real Property Officer



August 19, 1986

Donald D. Wilbur
15120 #36
Deadwood, OR 97430

Re: Purchase of County-Owned Property

Your purchase of parcel 17-09-14-00-01700
was approved by the Board of County Commissioners on 8/13/86.

Upon receipt of the purchase price balance of \$1696.94,
\$10.00 remonumentation fee, and \$4.00 recording fee, for a total of
\$ 1710.94, I will record the signed Quitclaim Deed and forward
it to you.

If you have any questions, I can be contacted at 687-4174.

Sincerely

Zoe Hauser
Real Property Officer



July 22, 1986

Donald D. Wilbur
15120 #36
Deadwood, OR 97430

RE: Repurchase of county-owned property

Dear Mr. Wilbur;

Please find attached an accounting of the taxes that are currently in arrears.

I will submit your request to the Board of County Commissioners for their approval. The completed process will take approx. 4 to 6 weeks.

If you have any further questions, I can be contacted at 687-4174.

Sincerely,

A handwritten signature in cursive script that reads "Zoe Hauser".

Zoe Hauser
Real Property Officer

Attachments

687-4174

17

\$14.00 - filing
1696.94 -

Map and Tax Lot Number 17-9-14

1700

Date: July 17, 1986

Account Number 528669

10 + 3
M Finance
M 1986

Judgement filed - May 21, 1982
Deed recorded - June 30, 1983

<u>Tax Year</u>	<u>Tax Amount</u>	<u>Interest</u>	<u>Total Amount</u>
1977-78	\$ 71.58	\$ 33.28	\$ 104.86
1978-79	74.55	25.73	100.28
1979-80	95.91	21.57	117.48
1980-81	119.00	14.28	133.28
		Penalty 2%	9.12
		Penalty 9%	175.56
1981-82	151.95	83.57	235.52
1982-83	144.28	62.04	206.32
1983-84	116.25	36.04	152.29
1984-85	222.70	42.31	265.01
1985-86	184.32	12.90	197.22
Total with interest to September 1, 1986			\$ 1,696.94
Administrative Fee			100.00
Total			<u>1,796.94</u>

ATT ZOE HOUSER

OFFER TO PURCHASE EXCESS COUNTY PROPERTY

Name of Bidder (print):

Donald P Wilbur

Bidder Address:

15120 # 36 Deadwood 9743

Map #:

17-09-14-00-01700

TL #:

Deadwood Area

Amount of Bid:

\$1796.94 will pay Taxes in full as soon as computed.

NOTE: Lane County reserves the right to accept or reject any and all bids.

Conditions of Sale:

I own many parcels of prop & overlooked this one

The undersigned as bidder agrees to the terms set forth in the "Notice Terms of Sale" (see the reverse side of this form), which are incorporated herein by reference and made a part hereof and agrees to pay Lane County the sum indicated above as the "Amount of Bid".

Accompanying the bid is a certified check or cash in the amount of \$100.00 which is (all) (10%) of the bid. Final balance due to be paid in cash, or in installments where ORS 275.190 applies, if bid is accepted. (Established within 90 days from date of offer).

The deposit shall be applied to the purchase price for the item on which the undersigned is the successful bidder. In the event the successful bidder fails to pay the balance due in the time specified, all rights of the bidder in said real property shall cease and all rights, title, and interest in said real property shall continue to remain vested in Lane County, free of all claims or equity in the undersigned bidder or those claiming through him, and Lane County shall retain the deposit as liquidated damages for failure of bidder to complete purchase.

July 16 86

Date

Donald P Wilbur

Signature of Bidder

15120 # 36 Deadwood 97430

Address of Bidder

964-3345

Phone: (home)

(work)

NOTICE

Terms of Sale

10% of the amount bid must be paid the same day the offer is received. A recording fee of \$4.00 per page will be required upon acceptance of the offer by Lane County.

All payments must be made in CASH or CERTIFIED CHECK, payable to the Lane County Finance Department.

In the event bidder fails to pay the balance due in the time specified, all rights of the bidder in said real property shall cease and all right, title and interest in said real property shall continue to remain vested in Lane County, free of any claim or equity in the undersigned bidder or those claiming through him, and Lane County shall retain the deposit as liquidated damages for failure of bidder to complete the purchase.

Lane County shall convey only such right, title and interest in said real property as is now vested in Lane County.

In the event a sale is not completed, except where caused by the bidder in failing to make payment within 30 days or otherwise, all monies deposited shall be refunded without payment of interest.

The sale of this property is subject to any existing special assessments, restrictions, reservations and/or easements.



June 20, 1986

Re: Sheriff's Sale of surplus county-owned properties

The Department of Public Safety will be conducting a Sheriff's Sale of surplus county-owned property that has been acquired by tax foreclosure and/or purchase. This sale will be sealed bids to be opened JULY 16, 1986 at 1:30 p.m. in the Solid Waste Conference Room, Public Service Building, Eugene, Or.

Attached is a list of properties available for sale at the Sheriff's Sale of surplus county owned lands and also a list of properties that continue to remain for sale until sold. Your property is located adjacent to or near one of these properties

If you desire further information, contact our office at Finance and Management Service, Real Estate Section, 125 E. 8th Ave., Eugene (503) 687-4479.

Sincerely,

Zoe Hauser

Zoe Hauser
Real Property Officer

17-09-14-00-01700

Encl:

Re Tax Lot 01700

July 16 86 Talked To Zoe Hauser,

This can be purchased for

Taxes, sent a check for \$100

#779

Formal papers will follow approx

2 Months

4-11
10-

8643785

QUITCLAIM DEED

LANE COUNTY, a political subdivision of the State of Oregon, pursuant to Order No. 86-8-13-10 of the Board of County Commissioners of Lane County, releases and quitclaims to:

Donald D. Hilbur

5685A001 10/30/86FEND 4.00
0004

15120 #36, Deadwood, OR 97430

all its right, title and interest in that real property situated in Lane County, State of Oregon, described as:

Beginning at a point in the center of a 40 ft. road, said point being 139.15 feet North & 783.53 feet East of the NW corner of the SW 1/4 of NE 1/4 of Section 14, T17S, R9N, W4 as established in County Survey #2372, thence run along the center of said road South 66° 50' West 368.19 feet to a point on the North line of said SW 1/4 of NE 1/4 of Section 14, thence running along said North line of the SW 1/4 of NE 1/4 of Section 14, South 89° 16' East 430.98 feet to a point in the center of a 40-foot road, thence along the center of said 40-foot roadway

N. 45°58'W. 102.835 N10°37'W. 83.33 ft. to the POB. Cont. 0.71 ac m/l all in LCN.

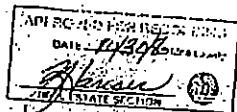
This Quitclaim Deed is subject to the amount of any lien, mortgage, contract, indebtedness or other encumbrance existing against the above-described real property prior to the County acquiring title thereto which the purchaser has agreed to pay or assume.

THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE BUYING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEED TITLE TO THE PROPERTY SHOULD CHECK WITH APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration for this transfer is \$1795.94

LANE COUNTY BOARD OF COMMISSIONERS

Bruce Rogers
John Ball
Peter DeFazio
C.S. Ivey
Gerald H. Rust, Jr.



STATE OF OREGON }
COUNTY OF LANE } 39

5685A001 10/30/86FEND 10.00
0004

On August 13, 1986

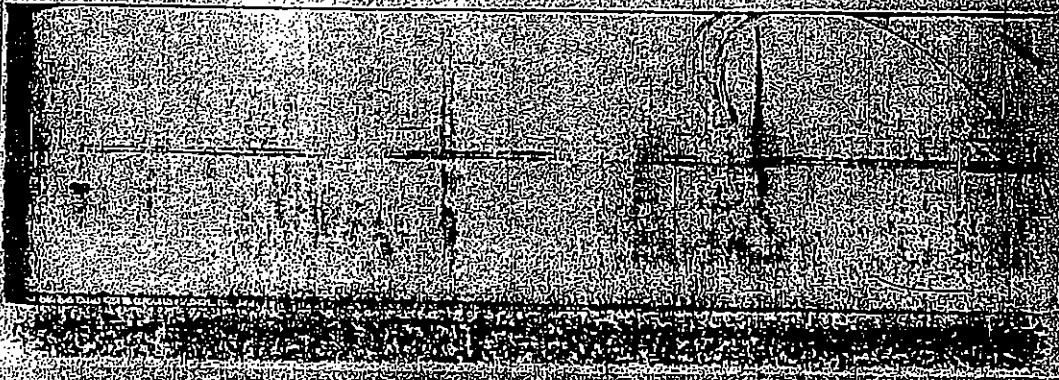
personally appeared the above named

Bill Rogers, John Ball, Peter DeFazio, C.S. Ivey and Gerald H. Rust, Jr.

County Commissioners for Lane County, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Hannah Bradford
Notary Public for Oregon

My Commission Expires 6-18-90



8643785

8643785

State of Oregon,
County of Lane--ss.

I, the County Clerk, in and for the said
County, do hereby certify that the within
instrument was received for record at

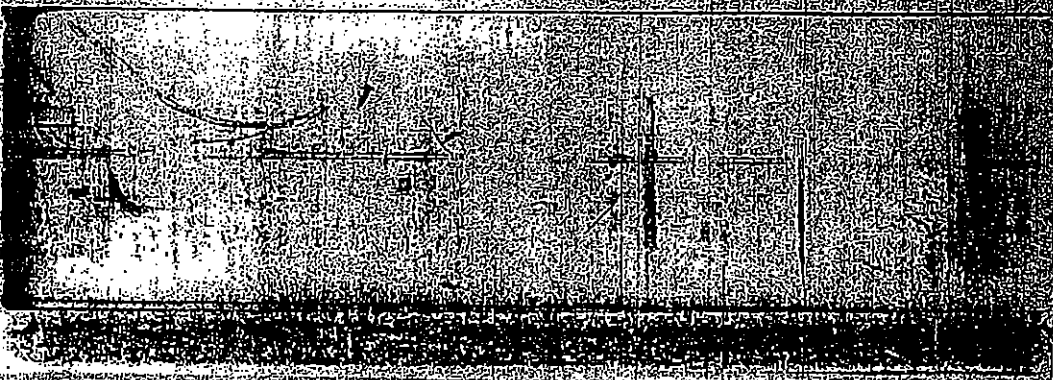
30 OCT 86 15: 33

Reel 1427 R

Lane County OFFICIAL Records.
Lane County, Clerk

By: *[Signature]*
Deputy

C 30-52



Don Wilbur Ltd.

From: "Lee Kersten" <kersten@efn.org>
To: "Sally Owens" <dwilbur@casco.net>
Sent: Monday, August 21, 2006 2:55 PM
Subject: BM 37 claims

This e-mail may contain legally privileged information. The contents are not to be disclosed to anyone other than the addressee. Unauthorized recipients are requested to preserve this confidentiality and to advise sender immediately of any error in transmission.

Lee Kersten wrote:

Would you be able to provide me with the ownership data (name and percentage owned) for Don Wilbur, Inc., the general partner, and all the limited partners of Don Wilbur LLC? The sooner the better as I would like the ownership data before I talk to county counsel. I don't have the corporate kit to check stock certificates. Thanks.

Lee D. Kersten
Attorney at Law
260 Country Club Road Suite 210
Eugene, OR 97401
541/345-4312
541/345-7098 FAX

Pursuant to U.S. Treasury Department Regulations, we are required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing, or recommending to another party any tax-related matters addressed herein.

Sally dropped this off.
Please call her tomorrow.
8/23/06 3:30 PM CL

Don Wilbur Inc. 10'
Donald D. Wilbur 40'
Sally J. Owens ? 22/21.9
Johnnie R. Owens 22-21.9'

Lee Kersten

MB 37

Lee: I'm leaving it to you to add the 2% somewhere to get to 100% - ?

--
No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.1.405 / Virus Database: 268.11.5/425 - Release Date: 1

2005 Partnership Return
prepared for:

DON WILBUR, LTD
PO BOX 40
DEADWOOD, OR 97430

Buckwald Acctg & Consulting PC
P.O. Box 239
Florence, OR 97439

Form **1065**

Department of the Treasury
Internal Revenue Service

U.S. Return of Partnership Income
For calendar year 2005, or tax year beginning _____, 2005, and
ending _____, 20 _____.
▶ See separate instructions.

OMB No. 1545-0099

2005

A Principal business activity

FORESTRY

B Principal product or service

LOGGING

C Business code number

113310

Use the
IRS
label.
Other-
wise,
print
or type.

DON WILBUR, LTD
PO BOX 40
DEADWOOD, OR 97430

D Employer identification number

93-1028384

E Date business started

1/01/1990

F Total assets (see instrs)

\$ 1,570,394.

G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return

H Check accounting method: (1) Cash (2) Accrual (3) Other (specify) _____ ▶

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year. _____ ▶ **4**

Caution: Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

INCOME	1a Gross receipts or sales	95,647.	1c	95,647.
	b Less returns and allowances	1b.		
	2 Cost of goods sold (Schedule A, line 8)		2	
	3 Gross profit. Subtract line 2 from line 1c.		3	95,647.
	4 Ordinary income (loss) from other partnerships, estates, and trusts (attach statement)		4	
	5 Net farm profit (loss) (attach Schedule F (Form 1040))		5	-20,765.
	6 Net gain (loss) from Form 4797, Part II, line 17 (attach Form 4797)		6	47,240.
	7 Other income (loss) (attach statement)		7	
8 Total income (loss). Combine lines 3 through 7.		8	122,122.	
DEDUCTIONS	9 Salaries and wages (other than to partners) (less employment credits)		9	36,933.
	10 Guaranteed payments to partners		10	
	11 Repairs and maintenance		11	7,625.
	12 Bad debts		12	
	13 Rent		13	
	14 Taxes and licenses		14	19,785.
	15 Interest		15	27,674.
	16a Depreciation (if required, attach Form 4562)	16a	32,782.	
	b Less depreciation reported on Schedule A and elsewhere on return	16b	5,292.	16c
	17 Depletion (Do not deduct oil and gas depletion.)		17	
	18 Retirement plans, etc.		18	
	19 Employee benefit programs		19	
	20 Other deductions (attach statement)	See Statement 1		20
21 Total deductions. Add the amounts shown in the far right column for lines 9 through 20.		21	226,101.	
22 Ordinary business income (loss). Subtract line 21 from line 8.		22	-103,979.	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than general partner or limited liability company member) is based on all information of which preparer has any knowledge.

COPY

Signature of general partner or limited liability company manager

Date

May the IRS discuss this return with the preparer shown below (see instrs)? Yes No

Paid Preparer's Use Only

Preparer's signature

Date

Check if self-employed ...

Preparer's SSN or PTIN

530-38-5149

Firm's name (or yours if self-employed), address, and ZIP code

Buckwald Acctg & Consulting PC
P.O. Box 239
Florence, OR 97439

EIN

93-0860004

Phone no.

(541) 997-7173

Schedule A Cost of Goods Sold (see the instructions)

1	Inventory at beginning of year	1
2	Purchases less cost of items withdrawn for personal use	2
3	Cost of labor	3
4	Additional section 263A costs (attach statement)	4
5	Other costs (attach statement)	5
6	Total. Add lines 1 through 5	6
7	Inventory at end of year	7
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8

9a Check all methods used for valuing closing inventory:

- (i) Cost as described in Regulations section 1.471-3
- (ii) Lower of cost or market as described in Regulations section 1.471-4
- (iii) Other (specify method used and attach explanation)

- b Check this box if there was a writedown of 'subnormal' goods as described in Regulations section 1.471-2(c) Yes No
 - c Check this box if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970) Yes No
 - d Do the rules of section 263A (for property produced or acquired for resale) apply to the partnership? Yes No
 - e Was there any change in determining quantities, cost, or valuations between opening and closing inventory? Yes No
- If 'Yes', attach explanation.

Schedule B Other Information

	Yes	No
1 What type of entity is filing this return? Check the applicable box:		
a <input type="checkbox"/> Domestic general partnership		
b <input checked="" type="checkbox"/> Domestic limited partnership		
c <input type="checkbox"/> Domestic limited liability company		
d <input type="checkbox"/> Domestic limited liability partnership		
e <input type="checkbox"/> Foreign partnership		X
2 Are any partners in this partnership also partnerships?		X
3 During the partnership's tax year, did the partnership own any interest in another partnership or in any foreign entity that was disregarded as an entity separate from its owner under Regulations sections 301.7701-2 and 301.7701-3? If yes, see instructions for required attachment.	X	
4 Did the partnership file Form 8893, Election of Partnership Level Tax Treatment, or an election statement under section 6231(a)(1)(B)(ii) for partnership-level tax treatment, that is in effect for this tax year? See Form 8893 for more details.		X
5 Does this partnership meet all three of the following requirements?		
a The partnership's total receipts for the tax year were less than \$250,000;		
b The partnership's total assets at the end of the tax year were less than \$600,000; and		
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.		
If 'Yes,' the partnership is not required to complete Schedules L, M-1, and M-2; Item F on page 1 of Form 1065; or Item N on Schedule K-1.		X
6 Does this partnership have any foreign partners? If 'Yes,' the partnership may have to file Forms 8804, 8805 and 8813. See the instructions.		X
7 Is this partnership a publicly traded partnership as defined in section 469(k)(2)?		X
8 Has this partnership filed, or is it required to file, a return under section 6111 to provide information on any reportable transaction?		X
9 At any time during calendar year 2005, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See the instructions for exceptions and filing requirements for Form TD F 90-22.1. If 'Yes,' enter the name of the foreign country.		X
10 During the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If 'Yes,' the partnership may have to file Form 3520. See the instructions.		X
11 Was there a distribution of property or a transfer (for example, by sale or death) of a partnership interest during the tax year? If 'Yes,' you may elect to adjust the basis of the partnership's assets under section 754 by attaching the statement described under <i>Elections Made By the Partnership</i> in the instructions.		X
12 Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return.		0

Designation of Tax Matters Partner (see the instructions)

Enter below the general partner designated as the tax matters partner (TMP) for the tax year of this return:

Name of designated TMP **▶ DONALD D. WILBUR** Identifying number of TMP **▶ 544-24-9391**

Address of designated TMP **▶ PO BOX 40**

▶ DEADWOOD, OR 97430

Schedule K-1 Partners' Distributive Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22)	1	-103,979.
	2 Net rental real estate income (loss) (attach Form 8825)	2	
	3a Other gross rental income (loss)	3a	
	b Expenses from other rental activities (attach stmt)	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a	3c	
	4 Guaranteed payments	4	
	5 Interest income	5	31,149.
	6 Dividends: a Ordinary dividends	6a	
	b Qualified dividends	6b	
	7 Royalties	7	
	8 Net short-term capital gain (loss) (attach Schedule D (Form 1065))	8	
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065))	9a	319,252.	
b Collectibles (28%) gain (loss)	9b		
c Unrecaptured section 1250 gain (attach statement)	9c		
10 Net section 1231 gain (loss) (attach Form 4797)	10		
11 Other income (loss) (see instructions) Type ▶	11		
Deductions	12 Section 179 deduction (attach Form 4562)	12	
	13a Contributions See Statement 2	13a	3,501.
	b Investment interest expense	13b	
	c Section 59(e)(2) expenditures: (1) Type ▶ (2) Amount ▶	13c (2)	
d Other deductions (see instructions) Type ▶ See Statement 3	13d	188.	
Self-Employment	14a Net earnings (loss) from self-employment	14a	
	b Gross farming or fishing income	14b	
	c Gross nonfarm income	14c	
Credits & Credit Recapture	15a Low-income housing credit (section 42(j)(5))	15a	
	b Low-income housing credit (other)	15b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468)	15c	
	d Other rental real estate credits (see instructions) Type ▶	15d	
	e Other rental credits (see instructions) Type ▶	15e	
	f Other credits and credit recapture (see instructions) Type ▶	15f	
Foreign Transactions	16a Name of country or U.S. possession ▶		
	b Gross income from all sources	16b	
	c Gross income sourced at partner level	16c	
	Foreign gross income sourced at partnership level		
	d Passive ▶ e Listed categories (attach statement) ▶ f General limitation ▶	16f	
	Deductions allocated and apportioned at partner level		
	g Interest expense ▶ h Other ▶	16h	
	Deductions allocated and apportioned at partnership level to foreign source income		
	i Passive ▶ j Listed categories (attach statement) ▶ k General limitation ▶	16k	
	l Total foreign taxes (check one): ▶ Paid <input type="checkbox"/> Accrued <input type="checkbox"/>	16l	
m Reduction in taxes available for credit (attach statement)	16m		
n Other foreign tax information (attach statement)			
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment	17a	-2,904.
	b Adjusted gain or loss	17b	1,190.
	c Depletion (other than oil and gas)	17c	
	d Oil, gas, and geothermal properties — gross income	17d	
	e Oil, gas, and geothermal properties — deductions	17e	
	f Other AMT items (attach stmt)	17f	
Other Information	18a Tax-exempt interest income	18a	
	b Other tax-exempt income	18b	
	c Nondeductible expenses	18c	183.
	19a Distributions of cash and marketable securities	19a	7,888.
	b Distributions of other property	19b	
	20a Investment income	20a	31,149.
b Investment expenses	20b	188.	
c Other items and amounts (attach stmt)			

Analysis of Net Income (Loss)

1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 16i					1	242,733.
2 Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt organization	(vi) Nominee/Other
a General partners	24,275.					
b Limited partners		218,458.				

Note: Schedules L, M-1 and M-2 are not required if Question 5 of Schedule B is answered 'Yes.'

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		1,890.		33,560.
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach stmt)				
7	Mortgage and real estate loans		405,883.		374,012.
8	Other investments (attach stmt) See St. 4.		20,423.		20,564.
9a	Buildings and other depreciable assets	1,147,457.		1,120,043.	
b	Less accumulated depreciation	675,964.	471,493.	673,506.	446,537.
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)		612,809.		695,721.
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach stmt)				
14	Total assets		1,512,498.		1,570,394.
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year		361,068.		195,045.
17	Other current liabilities (attach stmt) See St. 5.		-9,277.		-12,524.
18	All nonrecourse loans				
19	Mortgages, notes, bonds payable in 1 year or more		22,832.		14,443.
20	Other liabilities (attach stmt) See St. 6.		157,431.		158,324.
21	Partners' capital accounts		980,444.		1,215,106.
22	Total liabilities and capital		1,512,498.		1,570,394.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

1	Net income (loss) per books	242,550.	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest .. \$	
3	Guaranteed prmts (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13d, and 16i, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 16i (itemize):		a	Depreciation .. \$	
	a Depreciation .. \$		8	Add lines 6 and 7	
	b Travel and entertainment .. \$		9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5.	242,733.
	Statement 7 .. 183.	183.			
5	Add lines 1 through 4	242,733.			

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	980,444.	6	Distributions: a Cash	7,888.
2	Capital contributed: a Cash		b	Property	
	b Property		7	Other decreases (itemize):	
3	Net income (loss) per books	242,550.	8	Add lines 6 and 7	7,888.
4	Other increases (itemize):		9	Balance at end of year. Subtract line 8 from line 5	1,215,106.
5	Add lines 1 through 4	1,222,994.			

SCHEDULE F

(Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Farming

► Attach to Form 1040, Form 1041, Form 1065, or Form 1065-B.
► See Instructions for Schedule F (Form 1040).

OMB No. 1545-0074

2005

Attachment
Sequence No. **14**

Name of proprietor DON WILBUR, LTD		Social security number (SSN)
A Principal product. Describe in one or two words your principal crop or activity for the current tax year. LIVESTOCK		B Enter code from Part IV 112900
C Accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual	D Employer ID number (EIN), if any 93-1028384	

E Did you 'materially participate' in the operation of this business during 2005? If 'No,' see instructions for limit on passive losses. Yes No

Part I Farm Income – Cash Method. Complete Parts I and II (Accrual method. Complete Parts II & III, & Part I, line 11.)
Do not include sales of livestock held for draft, breeding, sport, or dairy purposes; report these sales on Form 4797.

1 Sales of livestock and other items you bought for resale	1		
2 Cost or other basis of livestock and other items reported on line 1	2		
3 Subtract line 2 from line 1		3	
4 Sales of livestock, produce, grains, and other products you raised		4	
5a Cooperative distributions (Form(s) 1099-PATR)	5a	5b Taxable amount	5b
6a Agricultural program payments (see instructions)	6a	6b Taxable amount	6b
7 Commodity Credit Corporation (CCC) loans (see instructions):			
a CCC loans reported under election		7a	
b CCC loans forfeited	7b	7c Taxable amount	7c
8 Crop insurance proceeds and Federal crop disaster payments (see instructions):			
a Amount received in 2005	8a	8b Taxable amount	8b
c If election to defer to 2006 is attached, check here <input type="checkbox"/>		8d Amount deferred from 2004	8d
9 Custom hire (machine work) income		9	
10 Other income, including Federal and state gasoline or fuel tax credit or refund (see instructions)		10	
11 Gross income. Add amounts in the right column for lines 3 through 10. If you use the accrual method, enter the amount from Part III, line 51		11	

Part II Farm Expenses – Cash and Accrual Method.
Do not include personal or living expenses such as taxes, insurance, repairs, etc, on your home.

12 Car and truck expenses (see instructions – also attach Form 4562)	12		25 Pension and profit-sharing plans	25	
13 Chemicals	13		26 Rent or lease (see instructions):		
14 Conservation expenses (see instructions)	14		a Vehicles, machinery, and equipment	26a	
15 Custom hire (machine work)	15		b Other (land, animals, etc)	26b	
16 Depreciation and section 179 expense deduction not claimed elsewhere (see instructions)	16	5,292.	27 Repairs and maintenance	27	519.
17 Employee benefit programs other than on line 25	17		28 Seeds and plants	28	
18 Feed	18		29 Storage and warehousing	29	
19 Fertilizers and lime	19		30 Supplies	30	2,826.
20 Freight and trucking	20		31 Taxes	31	
21 Gasoline, fuel, and oil	21		32 Utilities	32	
22 Insurance (other than health)	22	2,259.	33 Veterinary, breeding, and medicine	33	35.
23 Interest:			34 Other expenses (specify):		
a Mortgage (paid to banks, etc)	23a		a MISCELLANEOUS	34a	9.
b Other	23b		b	34b	
24 Labor hired (less employment credits)	24	9,825.	c	34c	
			d	34d	
			e	34e	
			f	34f	

35 Total expenses. Add lines 12 through 34f	35	20,765.
36 Net farm profit or (loss). Subtract line 35 from line 11.	36	-20,765.

• If a profit, enter on Form 1040, line 18, and also on Schedule SE, line 1.
• If a loss, you must go on to line 37. Estates, trusts, and partnerships, see instructions.

37 If you have a loss, you must check the box that describes your investment in this activity (see instructions).
 37a All investment is at risk.
 37b Some investment is not at risk.

Schedule K-1 (Form 1065)

2005

Final K-1 Amended K-1

Department of the Treasury Internal Revenue Service

For calendar year 2005, or tax year beginning ending

Partner's Share of Income, Deductions, Credits, etc. See separate instructions.

Part I Information About the Partnership
A Partnership's employer identification number 93-1028384
B Partnership's name, address, city, state, and ZIP code DON WILBUR, LTD PO BOX 40 DEADWOOD, OR 97430
C IRS Center where partnership filed return Ogden, UT
D Check if this is a publicly traded partnership (PTP)
E Tax shelter registration number, if any
F Check if Form 8271 is attached

Part II Information About the Partner
G Partner's identifying number 93-1017259
H Partner's name, address, city, state, and ZIP code DON WILBUR, INC. PO BOX 40 DEADWOOD, OR 97430
I General partner or LLC member-manager Limited partner or other LLC member
J Domestic partner Foreign partner
K What type of entity is this partner? S Corporation
L Partner's share of profit, loss, and capital: Beginning Ending
Profit 10 % 10 %
Loss 10 % 10 %
Capital 10.2675 % 10.275989 %
M Partner's share of liabilities at year end: Nonrecourse Qualified nonrecourse financing Recourse

N Partner's capital account analysis:
Beginning capital account \$ 100,609.
Capital contributed during the year \$
Current year increase (decrease) \$ 24,256.
Withdrawals and distributions \$
Ending capital account \$ 124,865.
Tax basis GAAP Section 704(b) book Other (explain)

Table with 4 columns: Line number, Description, Amount, and Code. Rows include: 1 Ordinary business income (loss) -10,397. 2 Net rental real estate income (loss) 3 Other net rental income (loss) 16 Foreign transactions 4 Guaranteed payments 5 Interest income 3,115. 6a Ordinary dividends 6b Qualified dividends 7 Royalties 8 Net short-term capital gain (loss) 9a Net long-term capital gain (loss) 31,925. 17 Alternative minimum tax (AMT) items -290. 9b Collectibles (28%) gain (loss) 119. 9c Unrecaptured section 1250 gain 10 Net section 1231 gain (loss) 11 Other income (loss) 19. 12 Section 179 deduction 13 Other deductions 149. 20 Other information 3,115. K* 18. B 19. 14 Self-employment earnings (loss)

*See attached statement for additional information. FOR IRS USE ONLY

Schedule K-1
(Form 1065)

2005

Final K-1 Amended K-1

OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

For calendar year 2005, or tax
year beginning _____, 2005
ending _____

**Partner's Share of Income, Deductions,
Credits, etc.** ▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
93-1028384

B Partnership's name, address, city, state, and ZIP code
DON WILBUR, LTD
PO BOX 40
DEADWOOD, OR 97430

C IRS Center where partnership filed return
Ogden, UT

D Check if this is a publicly traded partnership (PTP)

E Tax shelter registration number, if any _____

F Check if Form 8271 is attached

Part II Information About the Partner

G Partner's identifying number
544-24-9391

H Partner's name, address, city, state, and ZIP code
DONALD D. WILBUR
PO BOX 40
DEADWOOD, OR 97430

I General partner or LLC member-manager Limited partner or other LLC member

J Domestic partner Foreign partner

K What type of entity is this partner? Individual

L Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	46.0596 %	46.049263 %
Loss	46.0596 %	46.049263 %
Capital	45.7488 %	45.512244 %

M Partner's share of liabilities at year end:

Nonrecourse \$ _____

Qualified nonrecourse financing \$ _____

Recourse \$ _____

N Partner's capital account analysis:

Beginning capital account	\$ 448,610.
Capital contributed during the year	\$ _____
Current year increase (decrease)	\$ 111,693.
Withdrawals and distributions	\$ (7,281.)
Ending capital account	\$ 553,022.

Tax basis GAAP Section 704(b) book
 Other (explain) _____

Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits & credit recapture
	-47,882.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
	14,344.		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
	147,013.	A	-1,337.
9b	Collectibles (28%) gain (loss)	B	548.
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	84.
12	Section 179 deduction	19	Distributions
		A	7,281.
13	Other deductions	20	Other information
A	689.		
G	923.	A	14,344.
K*	86.	B	86.
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR IRS USE ONLY

Final K-1 Amended K-1

Schedule K-1
(Form 1065)

2005

For calendar year 2005, or tax

year beginning _____, 2005

ending _____

Department of the Treasury
Internal Revenue Service

Partner's Share of Income, Deductions, Credits, etc.
▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
93-1028384

B Partnership's name, address, city, state, and ZIP code
DON WILBUR, LTD
PO BOX 40
DEADWOOD, OR 97430

C IRS Center where partnership filed return
Ogden, UT

D Check if this is a publicly traded partnership (PTP)

E Tax shelter registration number, if any _____

F Check if Form 8271 is attached

Part II Information About the Partner

G Partner's identifying number
543-58-1536

H Partner's name, address, city, state, and ZIP code
SALLY J. OWENS
PO BOX 40
DEADWOOD, OR 97430

I General partner or LLC member-manager Limited partner or other LLC member

J Domestic partner Foreign partner

K What type of entity is this partner? Individual

L Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	21.98295 %	21.988119 %
Loss	21.98295 %	21.988119 %
Capital	22.0047 %	22.121456 %

M Partner's share of liabilities at year end:

Nonrecourse \$ _____

Qualified nonrecourse financing \$ _____

Recourse \$ _____

N Partner's capital account analysis:

Beginning capital account \$ 215,739.

Capital contributed during the year \$ _____

Current year increase (decrease) \$ 53,332.

Withdrawals and distributions \$ (271.)

Ending capital account \$ 268,800.

Tax basis GAAP Section 704(b) book

Other (explain) _____

Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits & credit recapture
	-22,863.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
	6,849.		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
	70,198.	A	-639.
9b	Collectibles (28%) gain (loss)	B	262.
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	40.
		19	Distributions
12	Section 179 deduction	A	271.
13	Other deductions		
A	329.		
G	441.	A	6,849.
K*	42.	B	42.
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR IRS USE ONLY

Schedule K-1
(Form 1065)

2005

Final K-1 Amended K-1

OMB No. 1545-0099

Department of the Treasury
Internal Revenue Service

For calendar year 2005, or tax
year beginning _____, 2005
ending _____

**Partner's Share of Income, Deductions,
Credits, etc.** ▶ See separate instructions.

Part I Information About the Partnership

A Partnership's employer identification number
93-1028384

B Partnership's name, address, city, state, and ZIP code
DON WILBUR, LTD
PO BOX 40
DEADWOOD, OR 97430

C IRS Center where partnership filed return
Ogden, UT

D Check if this is a publicly traded partnership (PTP)

E Tax shelter registration number, if any _____

F Check if Form 8271 is attached

Part II Information About the Partner

G Partner's identifying number
544-38-8823

H Partner's name, address, city, state, and ZIP code
JOHNETTE ROANE
PO BOX 40
DEADWOOD, OR 97430

I General partner or LLC member-manager Limited partner or other LLC member

J Domestic partner Foreign partner

K What type of entity is this partner? Individual

L Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	21.95745 %	21.962618 %
Loss	21.95745 %	21.962618 %
Capital	21.979 %	22.090311 %

M Partner's share of liabilities at year end:

Nonrecourse \$ _____

Qualified nonrecourse financing \$ _____

Recourse \$ _____

N Partner's capital account analysis:

Beginning capital account \$ 215,486.

Capital contributed during the year \$ _____

Current year increase (decrease) \$ 53,269.

Withdrawals and distributions \$ (336.)

Ending capital account \$ 268,419.

Tax basis GAAP Section 704(b) book

Other (explain) _____

Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	15	Credits & credit recapture
	-22,837.		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)	16	Foreign transactions
4	Guaranteed payments		
5	Interest income		
	6,841.		
6a	Ordinary dividends		
6b	Qualified dividends		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	17	Alternative minimum tax (AMT) items
	70,116.	A	-638.
9b	Collectibles (28%) gain (loss)	B	261.
9c	Unrecaptured section 1250 gain		
10	Net section 1231 gain (loss)	18	Tax-exempt income and nondeductible expenses
11	Other income (loss)	C	40.
12	Section 179 deduction	19	Distributions
		A	336.
13	Other deductions	20	Other information
A	329.		
G	440.	A	6,841.
K*	42.	B	42.
14	Self-employment earnings (loss)		

*See attached statement for additional information.

FOR IRS USE ONLY

LEE D. KERSTEN

Attorney at Law
260 Country Club Road, Suite 210
Eugene, OR 97401
Telephone: (541) 345-4312
Fax: (541) 345-7098

September 11, 2006

REC'D SEP 12 2006

Steve Hopkins
Lane County Land Management
125 E. 8th Avenue
Eugene, OR 97401

Re: Wilbur BM 37 Claims
PA 05-6833; PA 05-6834; PA 05-6835; PA 05-6836; PA 05-6837;

Dear Mr. Hopkins:

Please include this submission in the file for the above BM 37 Claims.

The draft staff report in this matter, in the "reduction in fair market value" section, discusses the property being conveyed to Don Wilbur Limited Partnership on March 16, 2001. The draft report then concludes that "...since the partnership is considered the new owner for the purposes of this Ballot Measure 37 Claim, the only regulations that can be waived are those enacted since the partnership acquired the property." The applicant believes this conclusion is incorrect.

There is no doubt that the property was conveyed to the Don Wilbur Limited Partnership on May 16, 2001. However, the applicant's position is that this does not automatically make the partnership a new owner for the purposes of this Ballot Measure 37 Claim.

BM 37 defines "owner" as "...the present owner of the property or any interest therein." The definition of family member includes ... "A legal entity owned by anyone or a combination of these family members or the owner of the property." In this matter, the applicant's position is that Don Wilbur qualifies under these definitions as the owner of the property. The limited partnership which was the grantee of the May 16, 2001 deed is in essence nothing more than Don Wilbur. The applicant represents that the general partner of Don Wilbur Limited Partnership is an Oregon corporation owned solely by Don Wilbur. The applicant also represents that the limited partnership interests are held by the general partner (which is owned entirely by Mr. Wilbur), Mr. Wilbur, Mr. Wilbur's daughter, and a long time companion of Mr. Wilbur.

Mr. Wilbur has total control over the property. The general partner has total control over the limited partnership. Mr. Wilbur totally controls the general partner. Additionally, Mr. Wilbur owns more than one-half of the limited partnership interests,

either directly, or through the general partner which he controls and is the sole shareholder. Additionally, the small minority interest held by Mr. Wilbur's long time companion is subject to a written option agreement allowing Mr. Wilbur to purchase that interest at any time.

Accordingly, nothing can occur on the property without Mr. Wilbur's consent. The limited partnership was established for estate planning purposes and through it, Mr. Wilbur still owns the real property which is the subject of this Claim. All this was done before BM 37 was ever drafted so there is clearly no intent to manipulate BM 37 rights.

It is clear from the above definition in BM 37 of "family" that BM 37 anticipates a legal entity as a qualifying interest under BM 37. Note particularly the concluding portion of the definition of family member in section 11 (A) of BM 37 ("...or a legal entity owned by anyone or combination of these family members or the owner of the property."). Note how this coordinates with section 3 (E) of BM 37 which references acquisition or inheritance by the owner, or a family member of the owner.

The applicant believes that the definitions in BM 37 clearly anticipate ownership by a family entity, particularly, as in this application, where the family member totally controls the entity. Accordingly, the Applicant believes Don Wilbur should be considered the present owner of the property for purposes of BM 37 section 6 and that waiver of land use regulations should occur from the time Don Wilbur initially acquired an interest in the property and not from the time the property was conveyed to the limited partnership.

Please do not hesitate to contact me if you have any questions.

Yours truly,


Lee D. Kersten

LDK/jmd

Copy: Client

LEE D. KERSTEN

REC'D SEP 20 2006

Attorney at Law
260 Country Club Road, Suite 210
Eugene, OR 97401
Telephone: (541) 345-4312
Fax: (541) 345-7098

September 19, 2006

Steve Hopkins
Lane County Land Management
125 E. 8th Avenue
Eugene, OR 97401

Re: Wilbur BM 37 Claims
PA 05-6833; PA 05-6834; PA 05-6835; PA 05-6836; PA 05-6837;

Dear Mr. Hopkins:

Please include the enclosure with this letter in the file for the above BM 37 claims.

As you can see, the issue in that referenced matter is whether land ownership dates back to when the land was originally acquired or to when it was transferred to a family owned limited liability company.

In the Wilbur applications, the applicant believes the Crook County judge is correct in that the date of ownership should extend back to the original purchase if the land owner retains an interest in the entity holding the property. In the Wilbur BM 37 claims, Mr. Wilbur has retained the vast bulk of the ownership with a small percentage being owned by his daughter and another small percentage being owned by his long time companion (which percentage is subject to an option to purchase in favor of Mr. Wilbur). The applicant hopes the Board will consider this when examining these applications and allow waiver back to the time Mr. Wilbur acquired the properties.

Please do not hesitate to contact me if you have any questions.

Yours truly



Lee D. Kersten

LDK/jmd

Enclosures: Cited

Copy: Client (w/encls)

Yamhill Measure 37 claim triggers suit

Counties differ on interpretation of property ownership status

By MITCH LIES

Capital Press Staff Writer

Bob Hemstreet, the late landowner's fall victim to a narrow interpretation of Measure 37, has filed suit against Yamhill County, alleging county officials mis-handled his claim.

In a suit filed Aug. 31, Hemstreet claims county officials misinterpreted Oregon's statutes in restricting his development rights to no more than 17 lots on 852 acres of timber land near Sheridan. Hemstreet is seeking to develop 140 residential lots.

Hemstreet's claim hinges on whether land ownership dates back to when he acquired the land or to when he transferred ownership to a corporation.

He acquired his 852 acres in the 1950s, well before Oregon's land-use laws were enacted. It has been operating under Lazy H Ranch, a limited-liability corporation in which he and his wife, Mary, are principals, since 1997.

Under Measure 37, a landowner is eligible to be compensated for the loss of property value caused by a regulation if:

- the regulation was enacted after the owner purchased the land. Gov- ernments also can waive the regulation.

Hemstreet is seeking \$35 million in compensation or a waiver of the land-use restrictions.

Yamhill County commissioners determined in a May 31 decision ownership fell back only to when the corporation was formed in 1997.

When the minimum lot size allowable on the land was 80 acres.

Union County commissioners in June used a similar precedent in denying a Measure 37 claim from Dennis Rasmussen, whose family ownership of more than 1,750 acres near a Grande dates back to 1946.

In its decision, Union County determined the relevant date of ownership for Rasmussen was 1976, when the Rasmussen family established Terra Magic Inc., which today is listed as the owner-operator of the farm.

Rasmussen has said he plans to appeal the decision.

Dave Hunnicutt, executive director of Oregonians in Action, which

wrote Measure 37, said counties have interpreted the law both ways — in some cases dating ownership back to when a landowner first purchased the land and in other cases dating ownership back only to when a family or landowner established a corporation.

In the lone court decision to reference the issue, Hunnicutt said a Crook County judge indirectly indicated while ruling on another Measure 37 issue that the date of ownership should extend back to the original purchase if a landowner retains an interest

in the corporation holding the property.

Hunnicutt said he believes Yamhill County's interpretation is not consistent with the measure's intent.

Hemstreet filed his suit with the county circuit court rather than with the Land Use Board of Appeals because Measure 37 is not classified as a land-use measure.

Mitch Lies is based in Salem. His e-mail address is mlies@capitalpress.com.

