

**PLANNING AND ECONOMIC DEVELOPMENT OFFICE**  
**WASCO COUNTY**

DOTTY DeVANEY, Director  
2705 EAST SECOND STREET  
THE DALLES, OREGON 97058

PHONE: (541) 298-5169  
FAX: (541) 296-2691  
email: wasco@gorge.net

**NOTICE OF DECISION**

Farm Dwelling 98-106-WAA1-A

**DATE:** October 30, 1998  
**APPLICANT:** Connie Moe  
**REQUEST:** Construct a single family dwelling in conjunction with farm use on a 191.36 acre parcel.

**DECISION**

Based upon the findings of fact and conclusions in Exhibit A, the request by Connie Moe to construct a single family dwelling in conjunction with farm use on a 191.36 acre parcel, on property described as Township 1 North, Range 13 East W. M., (Section 33) Tax Lot 1800 and Township 1 North, Range 13 East W.M., Section 28, Tax Lot 600, is hereby approved, with the following conditions:

1. Prior to issuance of zoning approval on a building permit, but after the 15-day appeal period has expired, the entire "Notice of Decision" (the first four pages of this report) shall be recorded, by the applicant, at the Wasco County Clerk's Office. The decision of the Director shall be final unless a written appeal is received by this office within fifteen (15) days of the mailing date of this decision (appeal deadline: 4 p.m., November 9, 1998). The reason the applicant records this information (Notice of Decision) is to ensure that future property owners and successors in interest are aware of the conditions that apply to this parcel.
2. Prior to issuance of zoning approval The property owner shall sign and record in the deed records for the County a document binding the landowner, and the landowner's successors in interest, prohibiting them from pursuing a claim for relief or cause of action alleging injury from farming or forest practices for which no action or claim is allowed under ORS 30.936 or 30.937.

AFTER RECORDING RETURN TO  
CONNIE MOE  
3455 THREE MILE RD  
THE DALLES OR  
97058

990057(4)

3. Prior to issuance of zoning approval on a building permit, the property owner shall provide elevation drawings verifying the finished height of the new dwelling is less than 35'.

**RECOMMEDATION:**

1. It is recommended that the property owner fill in the agency information in the blank spaces shown on page 3-48A of the Wasco County Land Use & Development ordinance (Exhibit C), and record it with the Notice of Decision indicated in proposed condition #1. Recordation of the Notice of Decision is mandatory, however completion of page 3-48A is voluntary.
2. New dwellings shall be located within three hundred feet (300') of public roads or easement or private roads or easements existing as of October 22, 1997, unless it can be found that:

Habitat values are afforded equal or greater protection through a different development pattern; or

The siting within three hundred feet (300') of such roads or easements would force the dwelling to be located on irrigated land, in which case, the dwelling shall be located to provide the least impact of wildlife habitat possible considering browse, forage cover, access to water, and minimizing length of new access roads.

3. New fences in this area should be designed to permit wildlife passage. The following guidelines are recommended:
  - a) To make it easier for deer to jump over the fence, the top wire shall not be more than 42 inches high.
  - b) A 3-wire or 4-wire fence with the bottom wire at least 18 inches above the ground to allow fawns to crawl under the fence. It should consist of smooth wire to avoid injury to animals
  - c) A gap of at least 10 inches shall be maintained between the top two wires to make it easier for deer to free themselves if they become entangled.

**LOCATION:** The subject property is located on Three Mile Road, approximately 2 miles south of its intersection with Pleasant Ridge Road, and is further described as Township 1 North, Range 13 East W. M., (Section 33) Tax Lot 1800 and Township 1 North, Range 13 East W.M., Tax Lot 500.

990057 (4)

C. Moe  
October 30, 1998  
Page 3 of 4

**COMPREHENSIVE PLAN AND ZONING DESIGNATIONS:**

The parcel is designated Exclusive Farm Use in the Wasco County Comprehensive Plan, and is zoned "A-1" Exclusive Farm Use.

**PROPERTY OWNERS:** Connie Moe

**AUTHORITY:** Wasco County Land Use and Development Ordinance, Chapter 2, Section 2.060.A.7.

If any finding, conclusion, or condition of this decision is held invalid, neither the remainder of this decision, nor the application of any other finding, conclusion or condition herein shall be affected thereby.

DATED AND SIGNED this 30th day of October, 1998, at The Dalles, Oregon.


  
\_\_\_\_\_  
Gregg Leion, Senior Planner  
Wasco County Planning & Development

State of Oregon )  
County of Wasco )

Signed or attested before me on October 30, 1998, by

Gregg Leion  
(Name)



  
\_\_\_\_\_  
(Signature of Public Notary)

Secretary I  
(Title)  
My Commission Expires 9-9-2001

**TIME LIMITS**

No development shall occur until all zoning permits are obtained, all applicable zoning conditions are met, all building permits are issued and all appeal periods have expired.

Per Section 20.090 of the Wasco County Land Use and Development Ordinance, time limits for the duration of the Farm Dwelling site plan review approval shall be one (1) year from the date the application is approved.

If construction is commenced within this one year period and construction is being pursued diligently toward completion, the approval shall stay in full force and effect. If not, the approval shall expire and a new application shall be made.

990057(4)

**Please note:** No guarantee of extension or subsequent approval either expressed or implied can be made by the Wasco County Planning and Development Office. Please take care in implementing your proposal in a timely manner.

**APPEAL PROCESS**

The decision of the Director shall be final unless an appeal from an aggrieved party is received by the Director within fifteen (15) days of the date of the **decision (appeal deadline: 4:00 p.m., November 9, 1998)** or unless the Planning Commission or County Court on its own motion orders review within fifteen (15) days of the date of decision. A complete record of this matter is available for review upon request during regular business hours and copies can be ordered at a reasonable price at the Wasco County Planning & Development Office. Notice of Appeal forms may be obtained at the Wasco County Planning and Development Office. The filing fee for an appeal is \$250.00. Fees are refunded if appellant prevails.

**FINDINGS OF FACT**

Findings of fact approving this request may be reviewed at the Wasco County Planning & Development Office, 2705 East Second Street, The Dalles, Oregon, 97058, or are available for purchase at the cost of \$0.25 per page.

**NOTICE TO MORTGAGEE, LIENHOLDER, VENDOR OR SELLOR:** Oregon Revised Statutes, Chapter 215, requires that if you receive this notice, it must promptly be forward

990057(4)  
FILED WASCO CTY  
THE DALLES OR.

JAN 6 12 03 PM '99  
KAREN H. BLONETT  
COUNTY CLERK

STATE OF OREGON, } SS  
County of Wasco }  
I certify that this document was received  
and recorded in the DEED  
KAREN LUTHEGGER, County Clerk  
A-T LG-10 Recording

990057(4)

FARM MANAGEMENT EASEMENT

Connie L. Moe, herein called the Grantors are the owners of real property described as follows:

Three Mile Rd., approximately 2 mi. south of its intersection with Pleasant Ridge Rd., and is further described as Township 1 North, Range 13 East W. M. (Section 33) Tax Lot 1800 and Township 1 North, Range 13 E. W. M. Tax Lot 500

In accordance with the conditions set forth in the decision of Wasco County Planning Commission/Staff, dated \_\_\_\_\_ approving a Building Permit

\_\_\_\_\_ for the above described property, and in consideration of such approval, Grantors hereby grant to the Owners of all property adjacent to the above described property, a perpetual nonexclusive easement as follows:

1. The Grantor, their heirs, successors, and assigns hereby acknowledge by granting of this easement that the above described property is situated in an Exclusive Farm Use zone in Wasco County, Oregon, and may be subjected to conditions resulting from farm operations on adjacent lands. Such farm operations include, but are not limited to, the raising, harvesting and selling of crops or the feeding, breeding, management and sale of livestock or poultry, application of chemicals, road construction and maintenance, and other accepted and customary farm management activities conducted in accordance with Federal and State laws. Said farm management activities ordinarily and necessarily produce noise, dust, odor, and other conditions, which may conflict with Grantor's use of Grantor's property for residential purposes. Grantors hereby waive all common law rights to object to normal and necessary farm management activities legally conducted on adjacent lands which may conflict with grantor's use of grantor's property for residential purposes and grantors hereby give an easement to adjacent property owners for such activities.

EXHIBIT D  
1 of 2

[Page 1 of 2]

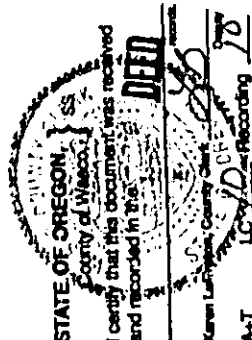
Return original to: CONNIE MOE  
3455 THREE MILE RD  
THE DALLES OR 97058

990058(2)

Microfilm No. 990058(2)  
FILED WASCO CTY  
THE DALLES OR.

JAN 6 12 03 PM '99

KAREN R. LEBRETTON  
COUNTY CLERK



2. Grantors shall comply with all restrictions and conditions for maintaining residences in the Exclusive Farm Use zone that may be required by State and local land use laws and regulations.

This easement is appurtenant to all property adjacent to the above described property and shall bind to the heirs, successors and assigns of Grantors and shall endure for the benefit of the adjoining landowners, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this easement on 1-6-99

Connie L. Mac  
Titleholders Name

\_\_\_\_\_  
Titleholders Name

STATE OF OREGON )  
COUNTY OF WASCO)

Personally appeared the above named Connie L. Mac  
and \_\_\_\_\_ and acknowledged the above easement  
to be their voluntary act and deed.



Patsy L. Stevnen  
Notary Public for Oregon  
My Commission Expires: 3-19-02

DT 8/6/98 <CAWINDOWS\FORMS\Farm Management Easement.doc>

[Page 2 of 2]

Return original to: \_\_\_\_\_

990058 (2)

D  
2002

ELECTRIC LINE RIGHT-OF-WAY EASEMENT

W.O. #99-12-95

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

CONNIE L. MOE

<Print Owner Name(s)>

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto WASCO ELECTRIC COOPERATIVE, INC., (hereinafter called the "Cooperative") whose address is P. O. Box 1110, 105 East 4th Street, The Dalles, OR 97058 and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of WASCO, State of Oregon, and more particularly described as follows:

SEE EXHIBIT A

And to construct, operate and maintain an electric power line or system on or under the above described land, and to inspect and make such repairs and alterations to its facilities as Cooperative may from time to time deem advisable; to cut or trim or otherwise control the growth of trees and shrubbery located within 15 feet of said line or system or that otherwise may interfere with or endanger the operation and maintenance of Cooperative's facilities.

The undersigned agree to keep the easement clear of buildings, structures or other obstructions and to permit joint occupancy of the overhead lines or buried facilities by telephone, cable television or similar utility. The undersigned agree that the poles and wires installed upon the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned covenant that they are the owners of the above described lands.

20000872

IN WITNESS WHEREOF, the undersigned have set their hands and seals.

Connie L. Moe  
(Owner)

\_\_\_\_\_  
(Owner)

State of Oregon )  
County of WASCO ) ss

On this 6 day of JANUARY, 2000

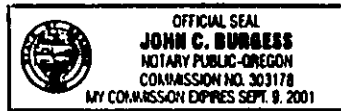
Personally appeared CONNIE L. MOE  
(Owner)

\_\_\_\_\_  
(Owner)

and acknowledged that the foregoing instrument is a voluntary act

and deed.

Notary Stamp:



Notary Signature: J.C. Burgess

wecrow.doc

20000872 (2)

RETURN TO:  
WASCO ELECTRIC COOPERATIVE, INC.  
P.O. BOX 1700 • 105 EAST 4th ST  
THE DALLES, OREGON 97058  
296-2740

For Clerk Recording Purposes Only

|   |
|---|
| Microfilm No. <u>20000872</u>   |
| FILED WASCO CTY<br>THE DALLES OR.   |
| MAR 1 9 58 AM '00   |
| KAREN R. LEDRETON<br>COUNTY CLERK   |
| STATE OF OREGON, } ss<br>County of Wasco, }   |
| I certify that this document was received<br>and recorded in the <b>DEED</b> records. |
| Karen LeBreton, County Clerk <u>CS</u> Deputy   |
| A+T <u>10/1</u> LC <u>10</u> Recording <u>10</u>                                      |





## ATTACHMENT "A" – CONDITIONS OF APPROVAL

- A. Current and future property owners shall comply with the application as reviewed and approved by the staff report which is available at the Wasco County Planning Department. This report details the restrictions on aspects of the approved development including but not limited to colors, location, dimensions and use. This decision does not constitute tacit approval for any other development or use.
- B. After Expiration Of The 12 Day Appeal Period And Prior To Issuance of Zoning Approval on a Placement Permit Application, the Property Owner(s) Shall:
1. Record Decision: Record the entire "Notice of Decision" (the first four pages of this report) at the Wasco County Clerk's Office. The decision of the Planning Director shall be final unless a written appeal is received by this office within twelve (12) days of the mailing date of this decision. **Appeal deadline: 4:00 p.m., Monday, February 14, 2005.**
  2. Road Approach: Obtain an Approach Road Permit from the Wasco County Public Works Office.
  3. Addressing: Apply for a property address at Wasco County Planning Office. Post the property address on both sides of a post or mailbox, or other similar post, support, stake or pedestal which cannot be easily removed or destroyed, within 30 feet of the driveway which accesses the dwellings. The address numbers shall be legible, reflective, and at least 2½ inches high.
  4. Farm-management easement: Fill out and file a farm-forest management easement with the Wasco County Clerk (Attachment F).
  5. Submit Partition Map: Submit a final partition map in compliance with Section 21.100.C (Final Land Partition Map Requirements) of the Wasco County Land Use & Development Ordinance. The map shall contain a note to clarify that the tract is not eligible for further land divisions for additional Part of Parcels.
    - a. Water: Prior to the Planning Director signing-off on the final partition map (or a building permit), evidence shall be submitted to the Wasco County Planning Office indicating the Part of Parcel is capable of accommodating standard septic system or alternative septic system acceptable to the Wasco County Health Department. A copy of a Septic Feasibility Permit from the Wasco County Health Department would satisfy this condition.
    - b. Septic: Prior to the Planning Director signing-off on the final partition map (or a building permit), evidence shall be submitted to the Wasco County Planning Office indicating that the Part of Parcel is capable of supplying domestic water to the property. Either drill a well on the property and submit a well log showing water yields, or provide other evidence indicating domestic water could be made available to the property.
  6. Disqualification from Special Assessment: Request that the County Assessor disqualify the nonfarm parcel from special assessment under ORS 308.370, 308.765, 321.352,

321.730, or 321.815, and pay any additional tax imposed upon disqualification from special assessment. Evidence that the County Assessor has been notified that the parcel is no longer being used as farmland shall be provided to the Planning Department.

7. Record a statement on the Property Deed as follows: This 10 acre part-of-parcel has been disqualified from special assessment pursuant to WCLUDO Section 3.210.F. and shall not re-qualify for special assessment unless, when combined with another contiguous lot or parcel, it constitutes a qualifying parcel by meeting the minimum lot size for commercial agriculture enterprises within the area.

**C. Miscellaneous Conditions:**

1. Lighting: All exterior lighting shall be directed downward and sited, hooded, and shielded such that it is not highly visible from adjacent properties, roadways, or waterways (Attachment E). Exterior shielding and hooding materials shall be composed of non-reflective, opaque materials.
2. Ground Disturbance: The property owner(s) shall maintain existing vegetation to the greatest extent practical and reseed and/or revegetate disturbed areas during the first available planting season after the occupancy permit for the dwelling is issued by State Building Codes.
3. Fire Standards: Comply with the following "A-1(160)" Exclusive Farm Use fire standards:
  - a. Exterior roofing shall be composed of fire-resistant materials.
  - b. The property owner(s) of the dwelling and structures shall: maintain a primary fuel-free break area surrounding all structures; clear and maintain a secondary fuel-free break area on land that is owned or controlled by the owner according to the chart below.

| Size of Safety Zone by Percent Slope | Feet of Primary Safety Zone | Feet of Additional Safety Zone Downslope |
|--------------------------------------|-----------------------------|--|
| 0%                                   | 30                          | 0  |
| 10%                                  | 30                          | 50                                       |
| 20%                                  | 30                          | 75                                       |
| 25%                                  | 30                          | 100                                      |
| 40%                                  | 30                          | 150                                      |

- c. The property owner(s) of the dwelling and structures shall: maintain setbacks from ridgetops, cliffs and bluffs. The steeper the slope, the greater the flame length, the hotter the flame front and the faster the rate of fire spread. This is primarily due to preheating of the vegetation upslope from the fire, increased draft of fresh air to the fire from below.

| Setback from Ridgetop, Cliff and Bluff in Conjunction with Fuel Break Safety Zone | Feet of Setback |
|---|-----------------|
| Downhill slope  | 50              |
| 10%   |                 |

|     |     |
|-----|-----|
| 20% | 75  |
| 25% | 100 |
| 40% | 150 |

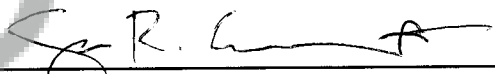
6. The property owner(s) shall continually prune all trees within 150' of the proposed non-farm dwelling to remove dead and low (less than 8' once the tree reaches a height of 15') branches as well as remove leaves, needles, and other dead vegetation from the fuel break area and beneath all trees as they accumulate.

**D. Recommendations:**

1. Underground Utilities: Utilities such as powerline extensions and telephone should be located underground where feasible.
2. Right to Farm: The property owner(s) have been provided a copy of the State of Oregon Right to Farm Ordinance, and the Wasco County Complaint Mediation Ordinance (Attachment G).
3. Fences: New fences shall be allowed to keep wildlife off of productive farm ground, or to fence cattle and horses, however all other new fences in the Big Game overlay zone shall be designed to permit wildlife passage. The following standards are guidelines approved by the County after consultation with the Oregon Department of Fish and Wildlife:
  - a. To make it easier for deer to jump over the fence, the top wire shall not be more than 42 inches high.
  - b. A 3-wire or 4-wire fence with the bottom wire at least 18 inches above the ground to allow fawns to crawl under the fence. It should consist of smooth wire to avoid injury to animals.
  - c. A gap of at least 10 inches shall be maintained between the top two wires to make it easier for deer to free themselves if they become entangled.

**If any finding, conclusion, or condition of this decision is held invalid, neither the remainder of this decision, nor the application of any other finding, conclusion or condition herein shall be affected thereby.**

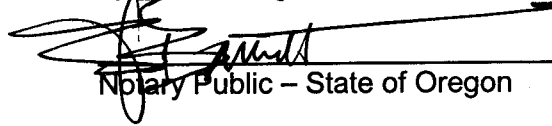
SIGNED THIS 2<sup>nd</sup> Day of February, 2005, at The Dalles, Oregon.

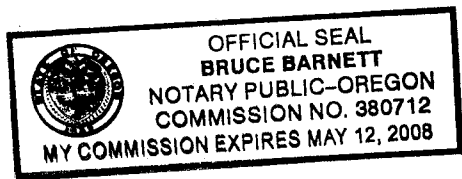
  
 \_\_\_\_\_  
 Sam Crummett, Associate Planner  
 Wasco County Planning & Development Office

State of Oregon  
 County of Wasco

Signed or attested before me on 2-2-2005

by Sam Crummett

  
 \_\_\_\_\_  
 Notary Public – State of Oregon



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

# ATTACHMENT F



I, Karen LeBreton Coats, County Clerk for Wasco County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



Original (to be filed)

## "FARM MANAGEMENT EASEMENT"

DONALD N. & JOANNE CLAUSON, herein called the Grantors are the owners of real property described as follows:

Township 1N Range 13E Section 0 Taxlot(s) 1800 #7107  
IN 13E 28 600 #7405

In accordance with the conditions set forth in the decision of Wasco County Planning Commission/Staff, dated 2-2-2005 approving a NON FARM DWELLING AND GARAGE (CUP-04-134/POP-04-102) for the above described property, and in consideration of such approval, Grantors hereby grant to the Owners of all property adjacent to the above described property, a perpetual nonexclusive easement as follows:

1. The Grantor, their heirs, successors, and assigns hereby acknowledge by granting of this easement that the above described property is situated in an Exclusive Farm Use zone in Wasco County, Oregon, and may be subjected to conditions resulting from farm operations on adjacent lands. Such farm operations include, but are not limited to, the raising, harvesting and selling of crops or the feeding, breeding, management and sale of livestock or poultry, application of chemicals, road construction and maintenance, and other accepted and customary farm management activities conducted in accordance with Federal and State laws. Said farm management activities ordinarily and necessarily produce noise, dust, odor, and other conditions, which may conflict with Grantor's use of Grantor's property for residential and/or non-farm purposes. Grantors hereby waive all common law rights to object to normal and necessary farm management activities legally conducted on adjacent lands which may conflict with grantor's use of grantor's property for residential and/or non-farm purposes and grantors hereby give an easement to adjacent property owners for such activities.
2. Grantors shall comply with all restrictions and conditions for maintaining residences and/or non-farm uses in the Exclusive Farm Use zone that may be required by State and local land use laws and regulations.

This easement is appurtenant to all property adjacent to the above described property and shall bind to the heirs, successors and assigns of Grantors and shall endure for the benefit of the adjoining landowners, their heirs, successors and assigns.

[Page 2 of 41]

Return original to: DONALD CLAUSON  
9879 ENTERPRISE LN NW APT 403  
SILVERDALE, WA 98383  
CUP-04-134 and POP-04-102 (Clauson)

# ATTACHMENT F

Application File # CUP-04-134/POP-04-102  
Original (to be filed)

IN WITNESS WHEREOF, the Grantors have executed this easement on  
8-15-2005

Donald N Clausen

Titleholders Name

\_\_\_\_\_  
Titleholders Name

STATE OF OREGON )  
COUNTY OF WASCO )

Personally appeared the above named  
Donald N Clausen and  
\_\_\_\_\_  
and acknowledged the above easement to  
be their voluntary act and deed.



Brenda Jenkins  
Notary Public for Oregon

My Commission Expires: 2/24/08

[Page 3 of 2]  
Application File # \_\_\_\_\_

Return original to: \_\_\_\_\_

ES

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



DONALD N. CLAUSON  
9879 ENTERPRISE LN NW APT G-103  
SILVERDALE, WA 98383

Grantor's Name and Address

DONALD N. CLAUSON  
9879 ENTERPRISE LN NW APT G-103  
SILVERDALE WA 98383

Grantee's Name and Address

After recording, return to (Name, Address, Zip):  
DONALD N. CLAUSON  
9879 ENTERPRISE LN NW APT G-103  
SILVERDALE, WA 98383

Until requested otherwise, send all tax statements to (Name, Address, Zip):  
(SAME)

STATE OF OREGON,

Wasco County Official Records 2006-001555  
DEED-D 03/16/2006 01:05 PM  
Cnt=1 Stn=1 WASCO COUNTY \$26.00  
\$5.00 \$11.00 \$10.00



00009968200600015550010017

SPACE RESERVED FOR RECORDER'S USE

I, Karen LeBreton Coats, County Clerk for Wasco County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



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

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that DONALD N. CLAUSON

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by N/A DONALD N. CLAUSON

hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in WASCO County, State of Oregon, described as follows, to-wit:

THIS 10.6 ACRE PART OF PARCEL HAS BEEN DISQUALIFIED FROM SPECIAL ASSESSMENT PURSUANT TO INCLUDE SECTION 3.210.F. AND SHALL NOT REQUALIFY FOR SPECIAL ASSESSMENT UNLESS, WHEN COMBINED WITH ANOTHER CONTIGUOUS LOT OR PARCEL, IT CONSTITUTES A QUALIFYING PARCEL BY MEETING THE MINIMUM LOT SIZE FOR COMMERCIAL AGRICULTURE ENTERPRISES WITHIN THE AREA. LAND DESCRIBED - PARCEL # 2 of POP-04-102 MF 20054847 ASSESSOR ACCT # 17053 IN 13 LB01 PARTITION 2005-0025

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state):

and that grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0. However, the actual consideration consists of or includes other property or value given or promised which is  the whole  part of the (indicate which) consideration. (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

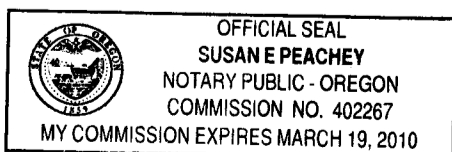
In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument on 3/16/06; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

Donald N. Clauson

STATE OF OREGON, County of Wasco ) ss.  
This instrument was acknowledged before me on 3-16-06  
by Donald N. Clauson  
This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Susan E. Peachey  
Notary Public for Oregon  
My commission expires 3-19-2010



I, Karen LeBreton Coats, County Clerk for Wasco County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



DON CLAUSON  
9879 ENTERPRISE LN NW APT G103  
SILVERDALE, WA 98383

EASEMENT, COVENANT AND SERVITUDE

WHEREAS DONALD N. CLAUSON ("GRANTOR") is the owner of the following

two lots (or parcels) of real property located in WASCO County, Oregon:

Lot I: IN 13 E ~~28~~ <sup>1801</sup> ACCT #17053  
HOME SITE LOT AND PRIMARY SEPTIC DRAINFIELD  
3475 THREE MILE RD. THE DALLES OR 97058

Lot II: IN 13 E ~~28~~ <sup>1800</sup> ACCT 7120, #17053  
LOT II GRANTING EASEMENT FROM LOT II TO LOT I FOR PLACEMENT OF SECONDARY  
OR EXPANSION OF PRIMARY SEPTIC DRAINFIELD IF REQUIRED. SIZE OF AREA  
AS SHOWN ON ATTACHMENT A TO BE ABOUT 40 FT UPPER WEST MEASUREMENT  
EXTENDING EAST APPROX. 180 FT. DOWN SLOPE AND SOUTH 60 FT. BUTTING  
UP TO LOT I PROPERTY LINE STAKES PER PARTITION PLAT 2005-004847

WHEREAS GRANTOR has applied to the State of Oregon through its Department of Environmental Quality ("State" or "GRANTEE") for a permit to construct and individual on-site sewage disposal system ("permit") on Lot I intended to serve Lot II; and

WHEREAS Oregon Administrative Rules 340-71-130(11)(b) requires GRANTOR to execute an easement and covenant in favor of the State as a condition precedent to issuance of a permit authorizing the construction of a system on one lot intended to serve another lot;

EASEMENT

NOW THEREFORE, in consideration of the issuance of the permit to GRANTOR by the State, GRANTOR hereby conveys to the State, its successors and assigns, a perpetual non-exclusive easement in, upon, and running with Lots I and II and allowing the state's officers, agents, employees and representatives to enter and inspect, including by excavation, the on-site sewage disposal system on Lots I and II. This easement shall be terminated at such time as use of the individual on-site sewage system has ceased because the structures on Lot II are fully served by an adequate public sanitary sewer system or an alternative on-site sewage system located elsewhere. Upon request and a determination that adequate alternative service is available and in use, the State shall execute a recordable document terminating the easement.

COVENANTS

GRANTOR covenants and agrees not to convey any interest in either Lot I or Lot II that results in the severance of the common ownership of Lots unless and until GRANTOR has granted or reserved a utility easement on Lot I benefiting Lot II. Said easement shall be nonexclusive, perpetual and appurtenant and shall be in a form acceptable to the State. The utility easement shall include the following terms:

1. Owners of Lot II may use Lot I for purposes of installing, operating and maintaining a drain field and related facilities for an individual on-site sewage disposal system.

2. Lot I shall not be put to any use which would be detrimental to the permitted system or contrary to any law (including an administrative rule) applicable to the permitted system.

FURTHER, GRANTOR covenants that it shall include these covenants in any conveyance of either lot.

The GRANTOR and the State intend that these covenants shall run with the land and be binding on the GRANTOR'S heirs, successors and assigns.

IN WITNESS WHEREOF, the GRANTOR executed this easement on this day of 3/16, 2006.

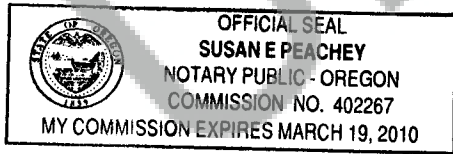
STATE OF OREGON )  
 ) ss.  
County of Wasco )  
 )  
3-16, 2006 )  
 )

Donald N Clauson  
\_\_\_\_\_  
(GRANTOR)

Personally appeared the above-named Donald N Clauson and acknowledged the foregoing instrument to be their voluntary act.

Before me:

Susan E Peachey  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3-19-2010

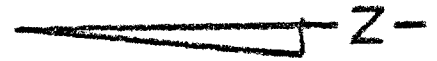


Clauson

ATTACHMENT # A

13E 28 7107 & 7105

#600 IN 13 1800  
# PARCEL  
# 7120



NEW #

IN 13 1801  
10.6 ACRE parcel #2  
# ACCT 17053

Possible Prop Line?

well



Large Cut

Scab  
OAK  
SCRUB

OLD #

LOT I IN 13E 28 # 600

Push OUT

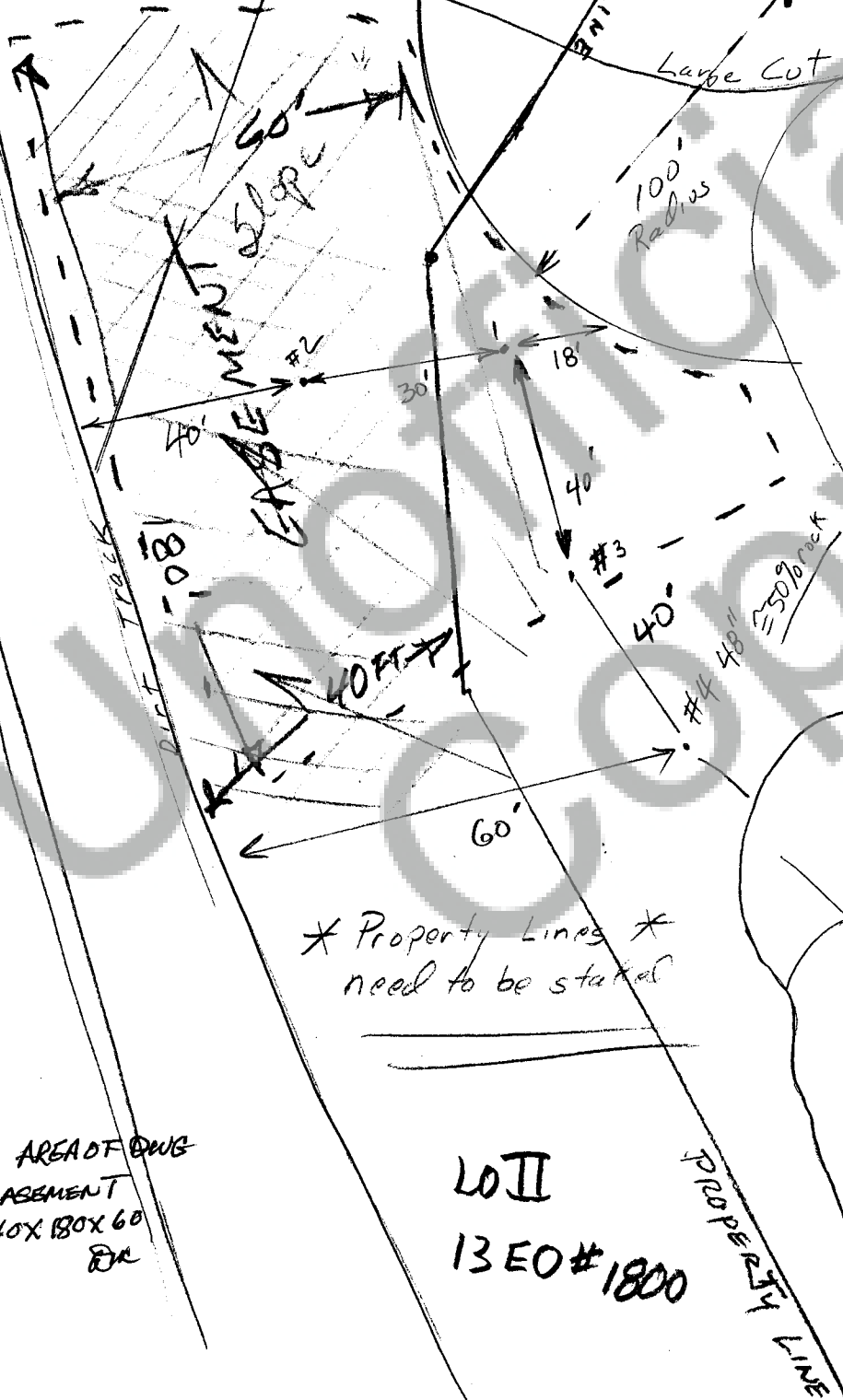
Home Site

\* Property Lines \*  
need to be stated

LOT II  
13E0 # 1800

PROPERTY LINE

HATCHED AREA OF DWG  
SHOWS EASEMENT  
AREA 40X180X60  
OR



KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

DONALD N. CLAUSON & JOANNE CLAUSON <Print Owner Name(s)>

for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto WASCO ELECTRIC COOPERATIVE, INC., (hereinafter called the "Cooperative) whose address is P. O. Box 1700, 105 East 4th Street, The Dalles, OR 97058 and its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of WASCO, State of Oregon, and more particularly described as follows:

**LEGAL DESCRIPTION:**

Parcel 2, Partition Plat 2005-0025, recorded August 29, 2005 as Microfilm No. 2005-004847, Wasco County records and being situated in the Northeast quarter of the Northwest quarter of Section 33, Township 1 North, Range 13 East of the Willamette Meridian, in the County of Wasco and State of Oregon.

And to construct, operate and maintain an electric power line or system on or under the above described land, and to inspect and make such repairs and alterations to its facilities as Cooperative may from time to time deem advisable; to cut or trim or otherwise control the growth of trees and shrubbery located within 15 feet of the center line of said line or system or that otherwise may interfere with or endanger the operation and maintenance of Cooperative's facilities.

The undersigned agree to keep the easement clear of buildings, structures or other obstructions. The undersigned agree that the poles and wires installed upon the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative. The undersigned covenant that they are the owners of the above described lands.

IN WITNESS WHEREOF, the undersigned have set their hands and seals.

+ Joanne Clauson (Owner)  
Donald N. Clauson (Owner)

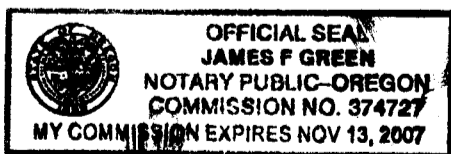
RETURN TO:  
WASCO ELECTRIC COOPERATIVE, INC.  
P.O. BOX 1700 • 105 EAST 4th ST.  
THE DALLES, OREGON 97058  
298-2740

State of Oregon )  
County of WASCO ) ss

On this 27<sup>th</sup> day of MARCH, 2006

Personally appeared JOANNE CLAUSON (Owner)  
DONALD CLAUSON (Owner)

and acknowledged that the foregoing instrument is a voluntary act and deed.



Notary Stamp:

Notary Signature: James F. Green

For Clerk Recording Purposes Only

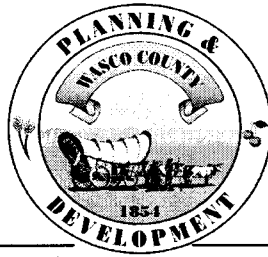
Wasco County Official Records **2006-002724**  
DEED-ESMT **05/12/2006 01:39 PM**  
Crt=1 Stn=3 LISA  
\$5.00 \$11.00 \$10.00 **\$26.00**



I, Karen LeBreton Coats, County Clerk for Wasco County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



WASCO COUNTY PLANNING  
AND DEVELOPMENT  
Todd R. Cornett, Director  
2705 East Second Street  
The Dalles, Oregon 97058



Phone: (541) 506-2560  
Fax: (541) 506-2561  
Web Address: co.wasco.or.us

**FIRE SAFETY STANDARDS SELF CERTIFICATION  
REFERENCE FORM**

FILE #: MIN-07-169

DATE OF SELF CERTIFICATION: 7/5/2007

REQUEST: Construct a 50'x24'x14' accessory structure

**APPLICANT/OWNER INFORMATION:**

Applicant Clauson, Donald

Property Owner Same

**PROPERTY INFORMATION:**

Township 1N Range 13E Section 0 Tax Lot No. 1801

Acres 10.6 Acct.# 17053

Zoning A1(160)

STAFF REVIEWER: Eric Jones, Planning Assistant

The above referenced applicant(s)/owner(s) have completed a self certification form consistent with Wasco County LUDO Chapter 10 – Fire Safety Standards. By signing the self certification form, they have acknowledged that they understand these standards and commit to achieve compliance with them within one year of the date of approval and maintain them through the life of the development. This certification commits all future property owners to this same requirement.

A copy of this self certification form is available for inspection at the Wasco County Planning Department under the File # listed above.

SIGNED THIS 10 day of July, 2007, at The Dalles, Oregon.

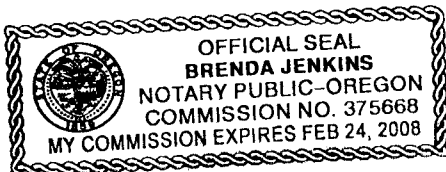
Signature of Planning Staff

State of Oregon  
County of Wasco

Signed or attested before me on July 10, 2007

by Eric M Jones

Notary Public – State of Oregon



Wasco County Official Records 2007-003539  
DEED-IPPS 07/11/2007 09:50 AM  
Cnt=1 Stn=3 LISA  
\$10.00 \$11.00 \$10.00 \$15.00 \$46.00



I, Karen LeBreton Coats, County Clerk for Wasco County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.



WASCO COUNTY PLANNING  
AND DEVELOPMENT  
Todd R. Cornett, Director  
2705 East Second Street  
The Dalles, Oregon 97058



Phone: (541) 506-2560  
Fax: (541) 506-2561  
Web Address: co.wasco.or.us

### FIRE SAFETY STANDARDS SELF CERTIFICATION REFERENCE FORM

FILE #: MIN-07-167

DATE OF SELF CERTIFICATION: 7/5/2007

REQUEST: Construction of unattached garage, 32'x 24'x14'

**APPLICANT/OWNER INFORMATION:**

Applicant Beeler, Basil

Property Owner Lind, Jerry

**PROPERTY INFORMATION:**

Township 4S Range 12E Section 4 DA Tax Lot No. 1000

Acres 0.38 Acct.# 11173

Zoning AR

STAFF REVIEWER: Eric Jones, Planning Assistant

The above referenced applicant(s)/owner(s) have completed a self certification form consistent with Wasco County LUDO Chapter 10 – Fire Safety Standards. By signing the self certification form, they have acknowledged that they understand these standards and commit to achieve compliance with them within one year of the date of approval and maintain them through the life of the development. This certification commits all future property owners to this same requirement.

A copy of this self certification form is available for inspection at the Wasco County Planning Department under the File # listed above.

SIGNED THIS 10 day of July, 2007, at The Dalles, Oregon.

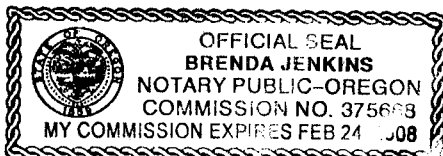
Signature of Planning Staff

State of Oregon  
County of Wasco

Signed or attested before me on July 10, 2007

by Eric M Jones

Brenda Jenkins  
Notary Public – State of Oregon



FOR  
RECORDER'S  
USE  
ONLY



I, Karen LeBreton Coats, County Clerk for Wasco County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

After recording, return to:

Dunn, Toole, Carter & Coats, LLP  
112 W. 4<sup>th</sup> Street  
The Dalles, OR 97058

### EASEMENT AGREEMENT

DATE: April 1, 2008

PARTIES:

DONALD & ERMA JOANNE CLAUSON, husband and wife, (“Grantors”)  
PO Box 1064  
The Dalles, OR 97058

CONNIE MOE (“Grantee”)  
3455 Three Mile Road  
The Dalles, OR 97058

RECITALS:

- A. GRANTORS are the owner of certain real property located in Wasco County, State of Oregon, which real property is described on the attached Exhibit A (“Grantors’ Property”).
- B. GRANTEE is the owners of certain real property located in Wasco County, State of Oregon, which real property is described on the attached Exhibit B (“Grantee’s Property”).
- C. GRANTORS have agreed to grant GRANTEE a perpetual nonexclusive easement across Grantors’ Property to use a strip of land 46 feet wide the center line of which is located as follows across the Grantors’ Property:

Beginning at a point 23 feet East of the Southwest corner of the Grantors’ property and then North along a line parallel to the West property line of Grantors’ property for a distance of 120 feet. (“Easement Property”)

NOW, THEREFORE, in consideration of the following mutual covenants and other valuable consideration, the parties agree as follows:

AGREEMENT:

1. Grant of Road Easement. Grantors hereby grants to Grantee a permanent, mutual, reciprocal and non-exclusive road easement on, over and across the Easement Property. This easement is appurtenant to Grantee’s Property. This easement and covenant set forth in this easement shall run with the land with respect to both the Grantor’s Property and the Grantee’s Property and shall inure to the benefit of the parties.

2. Use of Road Easement. The Road Easement shall be used only for vehicular and pedestrian access purposes. Use of the Road Easement shall be on a non-priority basis, benefiting the Grantee, her heirs, successors assigns, lessees, invitees, guests, customers, agents and employees.
3. Utility Easement. Grantors hereby grants to the Grantee a permanent non-exclusive easement for the installation and maintenance of public utilities on, over, under and across the Easement Property ("Utility Easement"). The Utility Easement shall not exceed 46 feet in width.
4. Maintenance and Repair. The Road Easement has been recently improved by the Grantors and Grantee. The cost of periodic maintenance and repairs to the Road Easement shall be borne by the Grantors and Grantee in accordance with the following provisions:
  - a. Except as provided above, maintenance and repair costs resulting from damage for which the Grantors or Grantee (or their heirs, successors, assigns, lessees, invitees, guests, agents or employees) are solely responsible shall be the sole responsibility of that party. The responsible party shall undertake the maintenance or repair work as soon as practical, taking into account the weather and the time of year.
  - b. The Grantors or Grantee may undertake routine maintenance and repair of the Road Easement and submit a written statement for reimbursement to the other party. Routine maintenance and repair is limited to grading and pot hole filling. Except in the event of an emergency, a party wishing to undertake any maintenance and repair other than routine maintenance and repair for which the other party will be required to pay shall obtain the prior written consent of the other party prior to incurring the expense. All reimbursement requests shall be accompanied by a copy of a final bill from the person who did the work.
  - c. The Grantors or Grantees share of the maintenance and repair costs shall be paid within thirty (30) days of any request or billing for the same. If the Grantors or Grantee fail to pay any amount due or fails to restore the Road Easement following damage for which they are solely responsible, then the other party may, but shall not be required to, (a) pay the amount due, or pay to have the road repaired, and bring legal action against the nonpaying or nonrepairing party for reimbursement, together with interest at the legal rate from the date of payment until the date of reimbursement, or (b) bring legal action to enforce payment or repair.
  - d. The Grantors and Grantee recognize that it is their responsibility to ensure that any lease agreement of their Properties addresses contribution to maintenance and repair costs if they intend to make the lessee under the lease responsible for maintenance and repair costs.
  - e. Except with respect to costs for which the Grantors or Grantee is solely responsible, all other maintenance and repair costs shall be allocated equally among the Grantors and Grantee.
5. Cooperation. The parties shall cooperate with each other in good faith. Any maintenance and repair shall be performed in such a way to minimize interruption to the other party.
6. Attorney's Fees. Should either party institute any action or proceeding to enforce any provision of this easement, the prevailing party shall be entitled to recover from the

losing party, in addition to costs and expenses, his or her reasonable attorney's fees at arbitration, trial and on appeal, in an amount determined by the court.

- 7. Applicable Law. This easement shall be construed in accordance with the laws of the State of Oregon.
- 8. Modification. This easement may be modified only by a written instrument signed by the fee owner(s) of the properties.
- 9. Easement is Appurtenant to Grantee's Property. This easement is appurtenant to Grantee's Property. The easements and covenants set forth in this Easement shall run with the land with respect to both the Grantors' Property and the Grantee's Property and shall inure to the benefit of the parties, their heirs, successors, and assigns.

DONALD CLAUSON AND ERMA JOANNE CLAUSON UNDERSTANDS AND AGREES THAT THIS EASEMENT AND ALL DOCUMENTS RELATED TO THIS EASEMENT WERE AT THE REQUEST OF CONNIE MOE AND THAT CHAD C. HOLLOWAY IS ATTORNEY FOR CONNIE MOE AND THAT THEY HAVE BEEN ADVISED BY THE ATTORNEY FOR CONNIE MOE THAT THEY ARE ENCOURAGED TO CONSULT SEPARATE COUNSEL REGARDING THIS EASEMENT, AND OTHER DOCUMENTS PREPARED IN CONNECTION WITH THIS EASEMENT.

Connie L. Moe  
CONNIE MOE (Grantee)

Donald N. Clauson  
DONALD CLAUSON (Grantor)

Erma Joanne Clauson  
ERMA JOANNE CLAUSON (Grantor)

STATE OF OREGON )  
 ) ss.  
COUNTY OF WASCO )

This instrument was acknowledged before me on the 1<sup>st</sup> day of April, 2008, by Connie Moe.



Nancy Harding  
Notary Public for Oregon

STATE OF OREGON        )  
  ) ss.  
COUNTY OF WASCO     )

This instrument was acknowledged before me on the 1<sup>st</sup> day of April, 2008, by Donald N. Clauson.



Nancy Harding  
Notary Public for Oregon

STATE OF OREGON        )  
  ) ss.  
COUNTY OF WASCO     )

This instrument was acknowledged before me on the 1<sup>st</sup> day of April, 2008, by Erma Joanne Clauson.



Nancy Harding  
Notary Public for Oregon

*Exhibit A*

Parcel 2, Partition Plat 2005-0025, recorded August 29, 2005 as Microfilm No. 2005-004847, Wasco County Records and being situated in the Northeast quarter of the Northwest of Section 33, Township 1 North, Range 13 East of the Willamette Meridian, in the County of Wasco and State of Oregon.

Unofficial  
Copy

***Exhibit B***

A tract of land in Sections 28 and 33, Township 1 North, Range 13 East of the Willamette Meridian, being more particularly described as Parcel 1, Partition Plat 2005-0025, recorded August 29, 2005 as Microfilm No. 2005-4847, Wasco County Records, in the County of Wasco and State of Oregon.

Unofficial  
Copy

Wasco County Official Records **2019-000519**  
DEED-D  
Stn=36 PAULB **02/25/2019 12:00:00 PM**  
\$25.00 \$11.00 \$10.00 \$60.00 \$19.00 **\$125.00**

I, Lisa Gambee, County Clerk for Wasco County,  
Oregon, certify that the instrument identified herein  
was recorded in the Clerk records.

**After recording return to:**  
MCEWEN GISVOLD LLP  
1100 S.W. Sixth Avenue, Suite 1600  
Portland, Oregon 97204  
Attention: Don G. Carter

**Until a change is requested, send tax statements to:**  
David C. Brown  
P.O. Box 1997  
Wilsonville, OR 97070-1997 B022

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**STATUTORY WARRANTY DEED**

Donald N. Clauson, Grantor, hereby conveys and warrants to Mitchell Vineyards LLC, an Oregon limited liability company, Grantee, the real property described on the attached Exhibit "A," free of encumbrances except those set forth on the attached Exhibit "B".

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$330,000 and other property or value that was the whole consideration.

The Tax Account Numbers of the property are 17053/78643 7120 and 17669/78061.

1 - STATUTORY WARRANTY DEED

U:\04166 BROWN\04166-004 GENERAL\MITCHELL VINEYARDS LLC (CLAUSON PURCHASE)\PURCHASE AND SALE AGREEMENT\STATUTORY WARRANTY

DEED.DOC

 271250

WITNESS the hand of said Grantor this 22<sup>nd</sup> day of February, 2019.

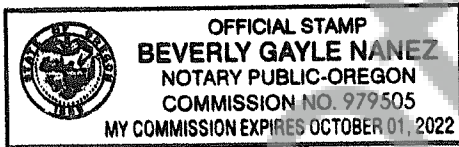
GRANTOR:

Donald N Clauson  
Donald Clauson

STATE OF OREGON )  
County of Wasco ) ss.

This instrument was acknowledged before me on the 22 day of February, 2019, by Donald Clauson.

Beverly S Nanez  
Notary Public - State of Oregon  
My commission expires: 10-01-22



2 - STATUTORY WARRANTY DEED

**EXHIBIT A  
(DESCRIPTION OF REAL PROPERTY)**

Tract 1:

Parcel 2, Partition Plat 2005-0025, recorded August 29, 2005 as Microfilm No. 2005-004847, Wasco County records and being situated in the Northeast quarter of the Northwest quarter of Section 33, Township 1 North, Range 13 East of the Willamette Meridian, in the County of Wasco and State of Oregon.

Tract 2:

A tract of land in Sections 28 and 33, Township 1 North, Range 13 East of the Willamette Meridian, being more particularly described as Parcel 1 of Partition Plat No. 2005-0025, recorded August 29, 2005, as Microfilm No. 2005-004847, Wasco County Records, in the County of Wasco and State of Oregon.

**EXHIBIT B  
(PERMITTED ENCUMBRANCES)**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Notice of Decision, including the terms and provisions thereof,  
Recorded: January 6, 1999  
Instrument No.: 990057
7. Farm Management Easement, including the terms and provisions thereof,  
Recorded: January 6, 1999  
Instrument No.: 990058
8. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Wasco Electric Cooperative, Inc.  
Recorded: March 1, 2000  
Instrument No.: 20000872
9. Notice of Decision, including the terms and provisions thereof,  
Recorded: August 15, 2005  
Instrument No.: 2005-004577
10. Farm Management Easement, including the terms and provisions thereof,  
Recorded: August 15, 2005  
Instrument No.: 2005-004578
11. Notes as shown on the Partition Plat No. 2005-0025.
12. Conditions, including the terms and provisions thereof, as contained in Warranty Deed,  
Recorded: March 16, 2006  
Instrument No.: 2006-001555
13. Easement, Covenant and Servitude, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: State of Oregon  
Recorded: March 16, 2006  
Instrument No.: 2006-001556

14. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:  
Granted To: Wasco Electric Cooperative, Inc.  
Recorded: March 27, 2006  
Instrument No.: 2006-002724
  
15. Fire Safety Standards Self Certification Reference Form, including the terms and provisions thereof,  
Recorded: July 11, 2007  
Instrument No.: 2007-003539
  
16. Easement Agreement, including the terms and provisions thereof,  
Dated: April 1, 2008  
Recorded: April 2, 2008  
Instrument No.: 2008-001393  
Between: Donald and Erma Joanne Clauson, husband and wife  
And: Connie Moe

Unofficial Copy