

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That M. F. MARTIN and JUNE L. MARTIN, husband and wife, hereinafter called the grantor, in consideration of THIRTY THOUSAND and NO/100 DOLLARS (\$30,000.00) to grantor paid by PAUL E. WALDEN and ELIZABETH ANN WALDEN, husband and wife, hereinafter called the grantee, do hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Wasco and State of Oregon, described as follows, to-wit:

The West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section 28 and the Northwest Quarter of the Northwest Quarter of Section 33, all in Township 1 North, Range 13, E. W. M.;

Together with an undivided ownership interest in the source of water supplying two wells on contiguous lands of the grantors, equal to three (3) acre feet of water per year for 80 acres of the above described 120 acres of land. Said wells are located in the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 1 North, Range 13 E. W. M., in Wasco County, Oregon, and are 1736 feet South and 2097 feet West of the Section corner common to Sections 28, 29, 32 and 33 all in Township 1 North, Range 13, E. W. M., in Wasco County, Oregon.

The appropriation and use of grantees' interest in the source of water supplying said wells for the purpose of irrigating the subject premises shall be restricted to two irrigating seasons a year, one in the spring and one in the fall. The appropriation and use of grantees' interest in the source of water shall not be restricted for domestic use however.

Together with the following easements, all of which shall be appurtenant to the premises being granted hereunder:

An easement in the wells above described for the purpose of withdrawing and using grantees' undivided ownership interest in the underground source of the water supplying said wells.

An easement for the purpose of conveying the water from the wells above described to the lands being granted hereunder, which easement shall run from the wells in a northerly and easterly direction across lands of the grantors in the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 32 and in Section 29, Township 1 North, Range 13 E. W. M., in Wasco County, Oregon, on the location of the present pipeline and any extensions thereof necessary to reach the lands being granted hereunder.

An easement in the pipeline as now located which is now carrying the water to the premises being granted hereunder and any replacements thereof, for the purpose of carrying grantees' water supply to said premises.

An easement of ingress and egress over and on the lands of the grantors in the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of Section 32 and in Section 29, Township 1, North, Range 13 E. W. M., above described for the purpose of constructing, repairing or maintaining any pipeline or other conduit conveying the water from the wells to the premises herein being granted, and for the purpose of replacing, repairing and maintaining said wells, pumps and appurtenances, in the event of the failure of the grantors so to do.

TO HAVE AND TO HOLD the above described and granted premises unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said 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, excepting such liens or encumbrances as may have been suffered or permitted by grantee since March 29, 1957, and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

There is incorporated herein by reference, and as fully binding upon the parties hereto as if set out in full herein, all those terms and conditions concerning Paragraph 3, entitled "Water Supply," of that certain Agreement between the parties hereto and dated March 29, 1957, and providing generally for the sale on contract of said premises.

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 11<sup>th</sup> day of January, 1968.

M. J. Marten  
Jane L. Marten

STATE OF OREGON )  
County of Wasco )

ss.

January 12, 1968

Personally appeared the above named M. F. Martin and June L. Martin, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

*Robert F. Brewer*  
Notary Public for Oregon  
My Commission expires: Feb. 13, 1968



STATE OF OREGON, }  
County of Wasco, } ss.

I, H. A. HOWARD, County Clerk and ex officio Recorder of Conveyances, in and for said county, do hereby certify that the within instrument of writing was received for record

Date Jan 12 4 16 PM '68  
and recorded in the -

records of said Wasco County under  
Micro film Number 67-0048 (3)

Witness my hand & seal affixed at The Dalles  
H. A. HOWARD, County Clerk

By *J. Larson* Deputy

Return to *U. S. Mail*

Address *The Dalles*

Microfilm No. 975685 (3)

FILED WASC CO CTY  
THE DALLES OR.

Dec 15 11 57 AM '97

KAREN L. LEBRETON  
COUNTY CLERK

**GRANT  
OF  
EASEMENTS  
FOR  
UTILITIES AND ACCESS**

Date: December 2, 1997.

STATE OF OREGON, }  
County of Wasco, } ss

Parties: Connie Moe

Grantee

I certify that this document was received  
and recorded in DEED

Rebecca L. Nelson

Grantor

Karen LeBreton, County Clerk cl records

A+T 20 LC 10 Recording 12 Day

Subject Property:

- I. Dominant Parcel: Tax Lot #500 in Sec. 28, T 1 N, R 13 E, in Wasco County, Oregon.
- II. Servient Parcel: Tax Lot #501 in Sec. 28, T 1 N, R 13 E, in Wasco County, Oregon.

**RECITALS**

- 1. Grantor is the owner of the above-described Servient Parcel, which is adjacent to the above-described Dominant Parcel, owned by Grantee.
- 2. Grantor acquired the Servient Parcel from Grantee upon condition and consideration of this Grant of Easements.

**COVENANTS**

Therefore, in consideration of the above recitals and of the covenants and conditions contained herein, Grantor hereby grants to Grantee, her heirs, successors and assigns:

- 1. A 30 foot wide Easement for Power Lines, together with reasonable access for installation, repair and maintenance of the power lines; the center line of said easement to begin at a point approximately where Three Mile Road intersects the south boundary of the Servient Parcel in Section 28; thence in a generally northwesterly direction for approximately 1,000 feet to the eastern boundary of the Dominant Parcel at a point near the South terminus of the underground irrigation line on the Dominant Parcel in Section 28; as indicated in the attached map.

975685 (3)

2. An easement for access along and upon an existing dirt road located in the northeast corner of the Servient Parcel, and North of the northern terminous of the above described Power Line Easement, as indicated in the attached map.

These easements are perpetual and shall run with the land for the benefit of the Dominant Parcel. Neither party shall have any obligation to maintain the easements, and neither party may obstruct or interfere in the use or maintenance of the easements.

DATE: 12/11/97, 1997. Rebecca L. Nelson  
Rebecca L. Nelson

DATE: 12/11/97, 1997. Connie L. Moe  
Connie Moe

STATE OF OREGON )  
County of Wasco ) ss. December 11, 1997.

PERSONALLY APPEARED Rebecca L. Nelson and acknowledged the foregoing instrument to be her voluntary act and deed.



BEFORE ME: Susan Peterson  
Notary Public for Oregon  
My commission expires: 9/10/99

STATE OF OREGON )  
County of Wasco ) ss. December 11, 1997.

PERSONALLY APPEARED Connie Moe and acknowledged the foregoing instrument to be her voluntary act and deed.



BEFORE ME: Susan Peterson  
Notary Public for Oregon  
My commission expires: 9-10-99

975685(3)

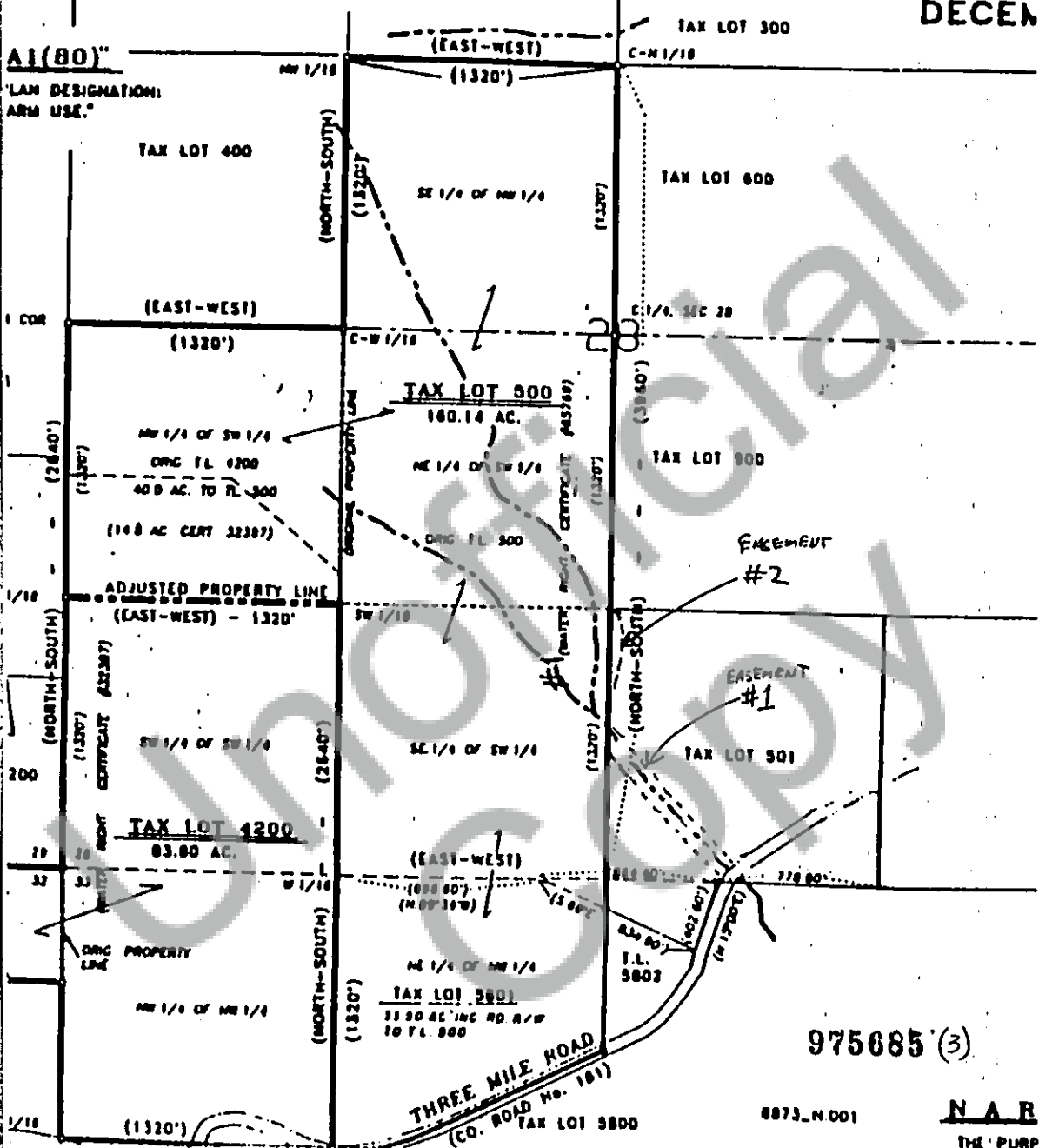
CERTIFICATE #45789, ORIGINAL TAX LOT 500  
 (SE/NE, NE/SW, SE/SW, SEC 28)  
 CERTIFICATE #32387, ORIGINAL TAX LOTS 4300 & 5100  
 (NW/SW, SW/SW, SEC 28, & NE/NE, SEC 33  
 AND NW/NW, SEC. 33)  
 NOTE: 14.8 AC OF NW/SW, SEC 28 (CERT #32387)  
 TO BECOME PART OF ADJUSTED TAX LOT 500.

IN W. 1/2 SEC. 28,  
 TOWNSHIP 1 N  
 WASCO  
 DECEMBER

1000  
 SET

A1(80)"

PLAN DESIGNATION:  
 AGRICULTURE



975685 (3)

8873\_N 001

N A R  
 THE PLAT

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

DOTY 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.

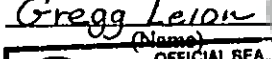
If any finding, conclusion, or condition of this decision is held invalid, neither the remainder of this decision, nor the application of any other finding, conclusion or condition herein shall be affected thereby.

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

  
(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 or 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)  
Microfilm No. 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:

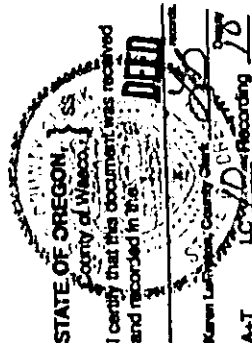
990058(2)

CONNIE MOE  
3455 THREE MILE RD  
THE DALLES OR 97058

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

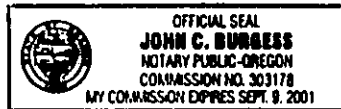
Personally appeared CONNIE L. MOE  
(Owner)

\_\_\_\_\_  
(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 THE DALLES OR.
MAR 1 9 58 AM '00
KAREN R. LEDRETON COUNTY CLERK
STATE OF OREGON, } ss County of Wasco, }
I certify that this document was received 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>

FORM NO. 10 - CONTRACT - REAL ESTATE - Money Payment

OPTIONAL FORM NO. 107 - 1988 OREGON LAWS

CONTRACT - REAL ESTATE

THIS CONTRACT, Made this 26th day of FEBRUARY, 1996, Between

ALBERT C. MCCLURE, hereinafter called the seller, and CONNIE L. MOE, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in WASCOS County, State of OREGON, to-wit:

Parcel 1 of Re-Partition Plat 95-0024, recorded on June 26, 1995 as Micro-Film No. 95-2328, Wasco County Records and being a portion of Sections 28 and 33, Township 1 North, Range 13 East of the Willamette Meridian, in the County of Wasco and State of Oregon.

for the sum of One hundred fifty thousand and no/100's Dollars (\$ 150,000.00) hereinafter called the purchase price, on account of which Twenty-eight thousand five hundred & no/100's Dollars (\$ 28,500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of the purchase price (to-wit: \$ 121,500.00) to the order of the seller in monthly payments of not less than One thousand four hundred and no/100's Dollars (\$ 1,400.00) each,

(Continued on reverse)

payable on the 15th day of each month hereafter beginning with the month of January, 1997 and continuing until the purchase price is fully paid.

The true and actual consideration for this conveyance is \$150,000.00 (Here comply with ORS 93.030.)

All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of 10.0 percent per annum from DECEMBER 15, 1995 until paid; interest to be paid monthly and the minimum monthly payments above required. Taxes on the premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The property described in this contract is

(1) for an individual or (2) for a natural person) to be used for business or commercial purposes.

The buyer shall be entitled to possession of the land on December 15, 1996, and may retain such possession as long as the buyer is not in default under the terms of this contract. The buyer agrees that if at any time the buyer will keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste of the premises, then the buyer will keep the premises free from construction and all other liens and save the seller harmless therefrom and release the seller from all costs and attorney's fees incurred by the seller in defending against any such liens that the buyer will pay all taxes hereafter levied against the property, as well as all water rents, public charges and municipal fees which hereafter lawfully may be imposed upon the premises, all promptly before the same or any part thereof become due and that at buyer's expense, buyer will insure and keep insured all buildings now or hereafter erected on the premises against loss or damage by fire (with excluded coverage) in an amount not less than \$...

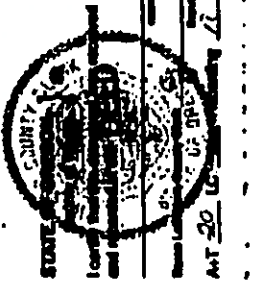
in a company or companies satisfactory to the seller, specifically naming the seller as an additional insured, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. If the buyer shall fail to pay any such taxes, costs, water rents, taxes or charges or to insure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate provided, without waiver, however, of any right arising to the seller for buyer's breach of contract.

(Continued on Reverse)

\*IMPORTANT NOTICE: Seller, by being out, shall have given and shall be deemed to have given (A) to the buyer and (B) to the lender, if necessary (A) is applicable and if the seller is a creditor, or each used is defined in the Truth-in-Lending Act and Regulation Z, the seller must comply with the Act and Regulation Z by making required disclosures for this purpose, see Bureau Form No. 1119 or equivalent.

Albert C. McClure
Seller's Name and Address
Connie L. Moe
Buyer's Name and Address
Albert C. McClure
P.O. Box 169
Wishram, WA 98673
Connie L. Moe
1405 Three Mile Rd.
The Dalles, OR 97058

961015(2)
FILED WASCOS CITY
THE DALLES OR.
FEB 28 3 23 PM '96
MARIE J. JOHNSON
COUNTY CLERK



14-36903 961015(2)

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

EXHIBIT A w.o. # 99-12-95

20000872 (2)

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

## NOTICE OF DECISION

**FILE #** CUP-04-134/POP-04-102

**DATE:** February 2, 2005

**REQUEST:** Part of Parcel Partition to create Parcel 1 (183.19 acres) and Parcel 2 (10.06 acres); a conditional use permit for a non-farm dwelling (and garage) to be sited on proposed Parcel 2.

**DECISION:**

APPROVAL                      APPROVAL W/CONDITIONS **X**                      DENIAL

**Applicant/Owner Information:**

**Applicant(s)**      Donald Clauson                      **Property Owner(s)**      Same as applicant

**Mailing Address**      3455 Threemile Road                      **Mailing Address**  
The Dalles, OR 97052

**Contact Applicant**

**Property Information:**

**Township** 1N    **Range** 13E    **Section** 0                      **Tax Lot No.(s)** 1800  
1N                      13E                      28    600

**Legal Parcel Acreage** 193.25    **Zoning** A-1(160) Exclusive Farm Use    **Assessor Account No.(s)** 7107 & 7405

**Parcel address:** 3455 Three Mile Road

**Property Location:** Approximately 2 miles south of the intersection of Pleasant Ridge Road at 3455 Three Mile Road.

**Attachments:**    **Staff Reviewer:** Sam Crummett, Associate Planner

- A. Conditions of Approval
- B. Time Limits & Appeal Information
- C. Vicinity Map
- D. Staff Report
- E. Lighting Standards
- F. Farm Management Easement
- G. Wasco County Farming & Forest Practices Protection & Compliance Mediation Ordinance
- H. Special Agricultural Considerations
- I. Section 21.100.C., Final Land Partition Map Requirements

Note: This document is required to be recorded pursuant to Section 2.110.D.2 of the Wasco County Land Use and Development Ordinance

Wasco County Official Records      **2005-004577**  
DEED-IPPS  
Cnt=1 Stn=1 WASCO COUNTY      **08/15/2005 11:39 AM**  
\$20.00 \$11.00 \$10.00                      **\$41.00**



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:**  
Name DONALD CLAUSON  
Address 9879 ENTERPRISE LN NW APT G103  
SILVERDALE WA 98383

## 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.**

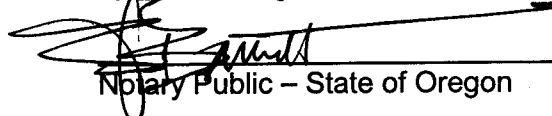
SIGNED THIS 2<sup>nd</sup> Day of February, 2005, at The Dalles, Oregon.

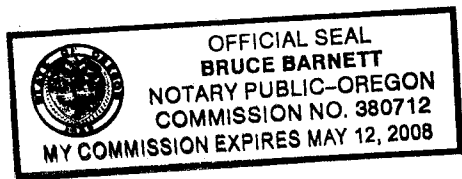
  
 \_\_\_\_\_  
 Sam Crummett, Associate Planner  
 Wasco County Planning & Development Office

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: \_\_\_\_\_



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, ~~7405~~  
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.

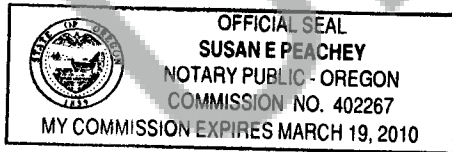
STATE OF OREGON )  
 ) ss.  
County of Wasco )  
 )  
3-16, 2006 )  
 )

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

2-

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

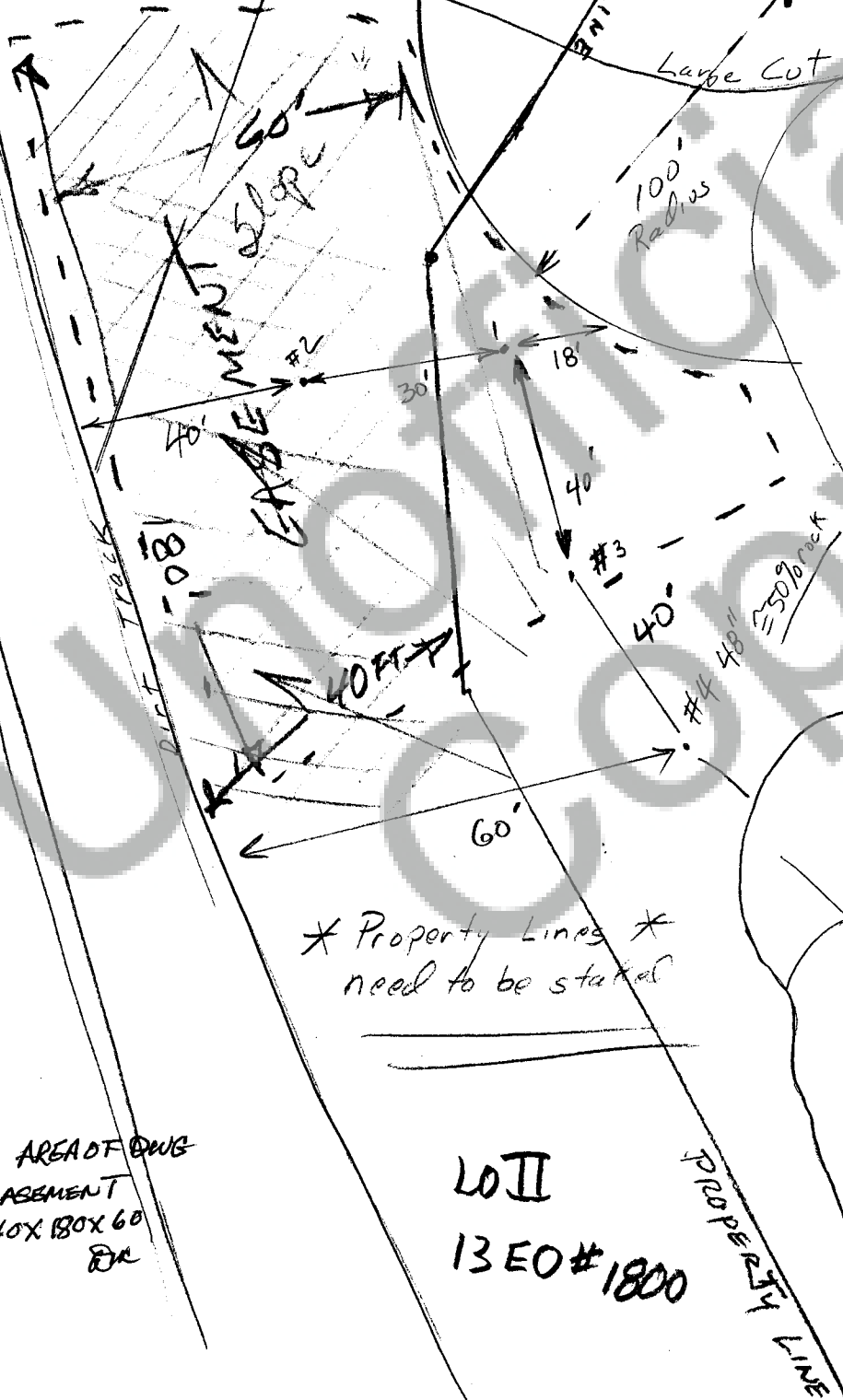
Home Site

\* Property Lines \*  
need to be stated

LOT II  
13E0 # 1800

PROPERTY LINE

HATCHED AREA OF DWG  
SHOWS EASEMENT  
AREA 40X180X60  
OR



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

Navy Federal Credit Union  
820 Follin Lane  
Vienna, VA 22180

Wasco County Official Records **2006-005613**  
MTG-DOT  
Cnt=1 Stn=3 LISA **09/27/2006 02:20 PM**  
\$25.00 \$11.00 \$10.00 **\$46.00**



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



WHEN RECORDED MAIL TO



Fiserv Lending Solutions  
27 Inwood Rd.  
Rocky Hill, CT 06067

TAX ACCOUNT NUMBER

**DEED OF TRUST AND REQUEST FOR NOTICE OF DEFAULT**

THIS DEED OF TRUST is made this 29th day of August, 2006, among the Grantor, DONALD N CLAUSON, AND, E JOANNE CLAUSON, HUSBAND AND WIFE

(herein "Borrower"),  
Krista L. White  
(herein "Trustee"), and the Beneficiary,  
Navy Federal Credit Union  
, a corporation organized and  
existing under the laws of the U.S. Govt (12USC1751), whose address is  
820 Follin Lane, Vienna, VA 22180 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of WASCO, State of Oregon:

which has the address of 3475 THREE MILE ROAD [Street]  
THE DALLES [City], Oregon 97058 [Zip Code] (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated August 29, 2006 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$54,000.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 01, 2026; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any,

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**OREGON - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT**

plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

8013863629

8013863629

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of the sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**20. Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

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21. **Substitute Trustee.** In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. **Use of Property.** The Property is not currently used for agricultural, timber, or grazing purposes.

23. **Attorneys' Fees.** As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

*Donald N Clauson* (Seal)  
DONALD N CLAUSON -Borrower

*E Joanne Clauson* (Seal)  
E JOANNE CLAUSON -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

[Sign Original Only]

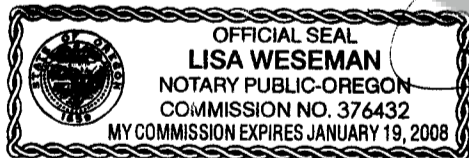
STATE OF OREGON,  
On this 29 day of August 2006  
DONALD N CLAUSON, E JOANNE CLAUSON

County ss: Wasco, personally appeared the above named

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

My Commission Expires: 1-19-08  
(Official Seal)

Before me: LISA Weseman  
*Lisa Weseman*  
\_\_\_\_\_  
Notary Public for Oregon



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## SCHEDULE "A"

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF WASCO AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

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 SECTION 33, TOWNSHIP 1 NORTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF WASCO AND STATE OF OREGON

PROPERTY ADDRESS: 3475 THREE MILE RD

PARCEL ID: 17053

Unofficial Copy

FILED  
WASCO COUNTY

2007 MAR 21 P 1:19

KAREN LEBRETON COATS  
COUNTY CLERK

Wasco County Official Records 2007-001512  
DEED-ORDER

Cnt=1 Stn=1 WASCO COUNTY 03/21/2007 01:12 PM

This is a no fee document

NO FEE



00018975200700015120040040

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



IN THE COUNTY COURT OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF A PUBLIC HEARING ON )  
A REQUEST BY DONALD CLAUSON AND )  
CONNIE MOE FOR A MEASURE 37 )  
COMPENSATION CLAIM, AS AUTHORIZED )  
BY OREGON REVISED STATUTE CHAPTER ) ORDER  
197, FOR USES RESTRICTED WITHIN THE A- )  
1 (160) EXCLUSIVE FARM USE ZONE OF )  
WASCO COUNTY, ON PROPERTY )  
DESCRIBED AS 1N 13E 0, TAX LOT 1800 )  
(FILE #M37-06-116) )

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Court being present; and

IT APPEARING TO THE COURT: That on November 2, 2004, the voters of the State of Oregon approved Ballot Measure 37 that amended Oregon Revised Statute 197 to require governments to pay compensation to present owner of real property if land use regulations restrict the use of the property such that it reduces its fair market value or, in the alternative, modify, remove, or not apply the regulation

which restricts the use beyond those restrictions in place on the property at the time the owner acquired the property; and

IT FURTHER APPEARING TO THE COURT: That on November 20, 2006, a claim for compensation was received from Donald N. Clauson and Connie L. Moe for a Measure 37 Compensation Claim, as authorized by Oregon Revised Statute Chapter 197, for uses restricted within the A-1 (160) Exclusive Farm Use zone of Wasco County; specifically, to divide the subject parcel into two 80+ acre parcels, and allow a farm dwelling on the vacant parcel, on property described as 1N 13E 0, tax lot 1800; and

IT FURTHER APPEARING TO THE COURT: That the hour of 11:00 a.m. on Wednesday, March 7, 2007, in the Wasco County Courtroom, Room 202, of the Wasco County Courthouse, in The Dalles, Oregon, was set as the time and place for a review of the claim by Donald Clauson and Connie Moe; and

IT FURTHER APPEARING TO THE COURT: That the Administrative Assistant caused to be printed in The Dalles Chronicle, a newspaper of general circulation in Wasco County, a Notice of such hearing, said Notice was printed on February 20, 2007; and that the Administrative Assistant caused to be posted a written notice of said hearing at the Wasco County Courthouse and at two other public places in Wasco County.

IT FURTHER APPEARING TO THE COURT: That the Wasco County Court met at the hour of 11:00 a.m. on Wednesday, March 7, 2007, in the Wasco County Courtroom, Room 202, of the Wasco County Courthouse, in The Dalles, Oregon, to review the request by Donald Clauson and Connie Moe for a Measure 37 Compensation Claim, as authorized by Oregon Revised Statute Chapter 197, for uses restricted within the A-1 (160) Exclusive Farm Use zone of Wasco County, specifically, to divide the subject parcel into two 80+ acre parcels, and allow a farm dwelling on the vacant parcel, on property described as 1N 13E 0, tax lot 1800

IT FURTHER APPEARING TO THE COURT: That the Court reviewed the record, heard the Staff recommendation, and all relevant comments from parties. The Court considered the matter, and based upon the testimony present, the court, being fully apprised in the premises, voted 3 to 0 to declare the Measure 37 claim of Donald N. Clauson and Connie L. Moe to be invalid.

NOW THEREFORE IT IS HEREBY ORDERED: That the claim for compensation pursuant to Ballot Measure 37 by Donald Clauson and Connie Moe is determined by the Wasco County Court to be invalid, and current zoning regulations are applicable to the subject parcel.

SIGNED this 7th day of March, 2007.


WASCO COUNTY COURT

  
\_\_\_\_\_  
Dan Ericksen, Judge

  
\_\_\_\_\_  
Sherry Holiday, Commissioner

  
\_\_\_\_\_  
Bill Lennox, Commissioner

Approved as to Form:

  
\_\_\_\_\_  
Eric J. Nisley, Wasco County District Attorney



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.

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