

W. 14. 2.

AGENDA COVER MEMO



DATE: June 14, 2006
TO: BOARD OF COUNTY COMMISSIONERS
FROM: BILL VANVACTOR, COUNTY ADMINISTRATOR
KENT HOWE, PLANNING DIRECTOR
RE: In the Matter of Considering a Ballot Measure 37 Claim and Deciding Whether to Modify, Remove or Not Apply Restrictive Land Use Regulations in Lieu of Providing Just Compensation (PA 05-6581, Bernheim)

I. MOTION

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

II. ISSUE OR PROBLEM

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

III. DISCUSSION

A. Background

Applicant: Bernard and Margaret Bernheim

Current Owner: Bernard and Margaret Bernheim

Agent: Joseph Schaefer

Map and Tax lots: 19-02-17 #100; 19-02-21 #101, 105 and 106

Acreage: approximately 515 acres

Current Zoning: E40 (Exclusive Farm Use)

Dates Property Acquired:

Tax lot 101: December 16, 1959.

Tax lots 105 & 106: November 12, 1968.

Tax lot 101 (portion): November 5, 1980.

Date claim submitted: October 19, 2005. On January 17, 2006, the applicant placed this claim on hold. On May 17, 2006, the applicant extended the deadline to June 14, 2006.

Land Use Regulations in Effect at Date of Acquisition: Unzoned and FF20 (Farm Forest).

Restrictive County land use regulation: Minimum parcel size and restrictions on new dwellings in the E40 (Exclusive Farm Use) zone.

B. Specific Relief Sought:

The applicants have requested compensation of \$19,000,000 or a waiver of the minimum lot size and new dwelling restrictions of the E40 zone.

C. Lane Code Submittal Requirements

The applicant has paid the processing fee and submitted evidence in support of this claim. The applicant has submitted information addressing all of the Lane Code submittal requirements, including an appraisal, two title reports, and several deeds. Not all the submitted deeds are attached to this report. All the deeds are available in a binder labeled "Bernheim Measure 37 Claim" located in the County Commissioner's office.

D. Analysis

Bernard and Margaret Bernheim own approximately 546 acres zoned E40 (Exclusive Farm Use). This property is comprised of tax lots 100, 101, 105 and 106. The owners wish to "subdivide or use a series of partitions to create approximately 157 small acreage rural residential lots, and develop a single family residence with accessory structures on each lot." The E40 zone requires 40 acres for new lots and a special use permit for a new dwelling.

The applicants have submitted numerous deeds. Many of these deeds do not appear to be relevant to this claim for two reasons. First, the Bernheims are not identified as grantors or grantees on many of the deeds. Secondly, many of the deeds do not describe property that is currently owned by the Bernheims. Only the deeds that are relevant to this claim are attached to this memo. The County Surveyor has run the description of each of these deeds and has plotted those descriptions on tax maps for easy reference. Refer to Attachments 5 through 10.

Based on the relevant submitted deeds, Bernard and Margaret Bernheim acquired the majority of tax lot 101 in 1959, and the entirety of tax lots 105 and 106 in 1968. A small portion was added to tax lot 101 in 1971 and in 1980. No evidence was submitted that demonstrates when the Bernheims acquired an interest in tax lot 100, which contains approximately 363 acres. Because of this, it is difficult to determine the validity of this claim for that tax lot. The relevant deed information and acquisition dates are summarized in Tables 1 and 2.

According to the title reports and the county assessor's data, tax lots 100, 101, 105 and 106 are owned by Bernard and Margaret Bernheim.

As evidence of a reduction in value, the applicants have submitted a letter from their agent, dated May 12, 2006. The author of the letter has not indicated that he has any relevant experience or knowledge of real estate valuation. The Board must determine if this is reasonable and competent evidence of a reduction in fair market value from enforcement of a restrictive land use regulation. Although the Board does not require appraisals for every claim, it has retained the authority to require an appraisal. Because the applicants have extended the processing deadline to June 14, they would need to extend it again if the Board would like to request additional information.

Table 1: Summary of Relevant Submitted Deeds

Document	Date	Seller/Buyer	Tax lots
Warranty Deed 88332	Dec 16, 1959	Marcotte to Bernheim	Acquired 101, 105 and 106.
Warranty Deed 88276	Jan 11, 1965	Bernheim to International Paper Co.	Sold 105 and 106.
Warranty Deed 48289	Nov 12, 1968	International Paper Co. to Bernheim	Re-acquired 105 and 106. Incorrect description.
Warranty Deed 51150	Jan 13, 1969	International Paper Co. to Bernheim	Acquired 105 and 106.
Bargain and Sale Deed 44682	Mar 31, 1971	Stringfield to Bernheim	Acquired small parcel and added it to tax lot 101.
Warranty Deed 8056544	Nov 5, 1980	Bradford to Bernheim	Acquired small parcel and added it to tax lot 101.

Table 2: Analysis of Acquisition dates

Tax lot	Date	Deed	Acres
100	Unknown	none	363
101	December 16, 1959	WD 88332	160
105	November 12, 1968	WD 48289	17
106	November 12, 1968	WD 48289	9

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

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

Restrictive Regulations

Based on the submitted deeds, Bernard and Margaret Bernheim acquired the majority of tax lot 101 in 1959, and the entirety of tax lots 105 and 106 in 1968. A small parcel was added to tax lot 101 in 1971 and in 1980. No evidence was submitted that

demonstrates when they acquired tax lot 100, which contains approximately 363 acres. Because of this, it is difficult to determine the validity of this claim for that tax lot.

According to the submitted deeds, Bernard and Margaret Bernheim acquired tax lot 105 and 106 and the majority of tax lot 101 on December 16, 1969, (WD 88332). Tax lots 105 and 106 were conveyed to International Paper Co. on January 11, 1965 (WD 88276). Bernheim re-acquired tax lots 105 and 106 from International Paper Co. on November 12, 1968, (WD 48289) but the description of the property was not accurate. Warranty Deed 51150 was recorded on January 13, 1969, to correct that error. Two small properties were added to tax lot 101 on March 31, 1971, (Bargain and Sale Deed 44682) and November 5, 1980, (WD 8056544).

Excluding the portion of tax lot 101 that was added in 1980, the property was unzoned when it was acquired. The piece that was added in 1980 was zoned FF20 (Farm Forest) and contains less than the twenty-acre minimum of that zone. However, the FF20 zone allowed a dwelling on a legally created "lot" and did not require a special use permit. If the Board determines this is a valid claim and this portion of tax lot 101 is determined to be a legal lot, the E40 requirement for a special use permit for a dwelling can be waived.

Reduction in Fair Market Value

As evidence of a reduction in value, the applicants have submitted a letter from their agent, dated May 12, 2006. According to this letter, the alleged reduction in value is approximately \$19,000,000. The Board will need to determine if this evidence demonstrates a reduction in fair market value from enforcement of a restrictive land use regulation.

Exempt Regulations

The E40 (Exclusive Farm Use) minimum parcel size and limitations on new dwellings do not appear to be exempt regulations described in Measure 37 or LC 2.710.

E. Conclusion/County Administrator Recommendation

It appears this is a valid claim for tax lots 101, 105 and 106 if the Board determines the submitted evidence demonstrates ownership and a reduction in fair market value resulting from enforcement of a restrictive land use regulation.

Based on the submitted evidence, it appears this is not a valid claim for tax lot 100.

IV. ALTERNATIVES/OPTIONS

The Board has these options:

1. Determine the application appears valid and adopt the order attached to this report.
2. Require more information regarding the reduction in value or ownership.
3. Conclude the application is not a valid claim and direct the issuance of a final written decision by the County Administrator denying the Claim.

V. RECOMMENDATION

For tax lots 101, 105 and 106, if the Board determines the submitted evidence demonstrates a reduction in fair market value from enforcement of a restrictive land use regulation, the County Administrator recommends alternative #1.

For tax lot 100, the County Administrator recommends the Board direct the County Administrator to deny the claim or allow the applicants to place the claim on hold.

VI. ATTACHMENTS

Not all the submitted deeds are attached to this report. All the deeds are available in a binder labeled "Bernheim Measure 37 Claim" located in the County Commissioner's office.

1. Order to approve the Measure 37 claim of Bernard and Margaret Bernheim.
2. Vicinity map.
3. Letter regarding valuation dated May 12, 2005.
4. Written claim submitted October 19, 2005.
5. Warranty Deed 88332 dated December 16, 1959.
6. Warranty Deed 88276 dated January 11, 1965.
7. Warranty Deed 48289 dated November 12, 1968.
8. Warranty Deed 51150 dated January 13, 1969.
9. Bargain and Sale Deed 44682 dated March 31, 1971.
10. Warranty Deed 8056544 dated November 5, 1980.

that the public benefit from application of the current E40 restrictions on new dwellings to the applicants' property is outweighed by the public burden of paying just compensation; and

WHEREAS, Bernard and Margaret Bernheim request either \$19,000,000 as compensation for the reduction in value of their property, or waiver of all land use regulations that would prevent the division of the property, excluding that portion of tax lot 101 acquired on November 5, 1980, into lots containing less than 40 acres and placement of a dwelling on each lot, and placement of a dwelling on each lot, uses that could have otherwise been allowed at the time they acquired the property; and

WHEREAS, the portion of tax lot 101 that was acquired on November 5, 1980, and zoned FF20 (Farm Forest), could have been allowed a dwelling on a legally created lot at that time; and

WHEREAS, the Board finds that under LC 2.760(3) the public interest would be better served by modifying, removing or not applying the challenged land use regulations of the E40 zone to the subject property in the manner and for the reasons stated in the report and recommendation of the County Administrator incorporated here by this reference except as explicitly revised here to reflect Board deliberation and action to allow Bernard and Margaret Bernheim to make application for development of the subject property in a manner similar to what they could have been able to do under the regulations in effect when they acquired the property; and

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

NOW, THEREFORE IT IS HEREBY ORDERED that the applicants Bernard and Margaret Bernheim made a valid claim under Ballot Measure 37 by describing the use being sought, identifying the county land use regulations prohibiting that use, submitting evidence that those land use regulations have the effect of reducing the value of the property, showing evidence that they acquired the property before the restrictive county land use regulations were enacted or enforced and the Board hereby elects not to pay just compensation but in lieu of payment, the request of Bernard and Margaret Bernheim shall be granted and the restrictive provisions of LC 16.212 that prevent the division of the property into lots containing less than 40 acres and placement of a dwelling on each new lot in the E40 (Exclusive Farm Use) Zone shall not apply to Bernard and Margaret Bernheim, so that they can make application for approval to develop the property described in the records of the Lane County Assessor as map 19-02-21, tax lots 101, 105 and 106, in a manner consistent with the land use regulations in effect when they acquired the property on December 16, 1959 (tax lot 101) and November 12, 1968 (tax lots 105 and 106). That portion of map 19-02-21, tax lot 101 that was acquired on November 5, 1980, may be eligible for a dwelling if it is determined to be a legally created lot and otherwise in compliance with the regulations in effect on that date.

IT IS HEREBY FURTHER ORDERED that Bernard and Margaret Bernheim still need to make application and receive approval for division of the property or placement of dwellings under the other land use regulations applicable to dividing the property and placing a dwelling that were not specifically identified or established by Bernard and Margaret Bernheim as restricting the division of the property or placement of a dwelling, and it would be premature to not apply those regulations given the available evidence. To the extent necessary to effectuate the Board action to not apply the dwelling or division restrictions of the applicable zone

described above, the claimant shall submit appropriate applications for review and approval of a new dwelling to show the specific development proposals and in the event additional county land use regulations result in a restriction of those uses that have the effect of reducing the fair market value of the property, the County Administrator shall have the authority to determine those restrictive county land use regulations that will not apply to that development proposal to preclude entitlement to just compensation under Measure 37. All other Lane Code land use and development regulations shall remain applicable to the subject property until such time as they are shown to be restrictive and that those restrictions reduce the fair market value of the subject property.

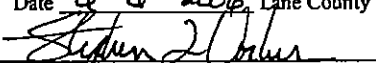
IT IS HEREBY FURTHER ORDERED that this action making certain Lane Code provisions inapplicable to use of the property by Bernard and Margaret Bernheim does not constitute a waiver or modification of state land use regulations and does not authorize immediate construction of a dwelling. The requirements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

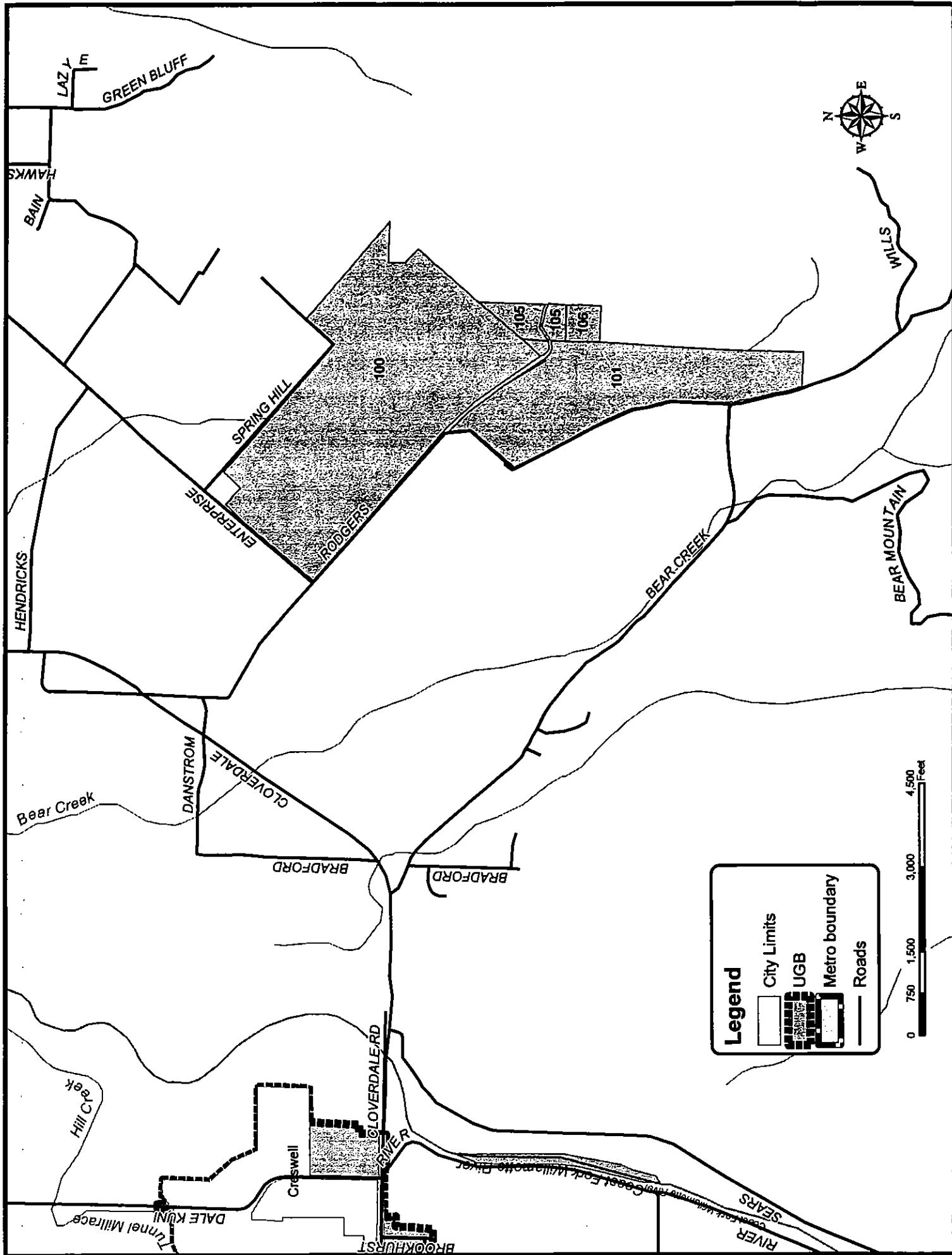
IT IS HEREBY FURTHER ORDERED that the other county land use regulations and rules that still apply to the property require that land use, sanitation and building permits be approved by Lane County before any development can proceed. Notice of this decision shall be recorded in the county deed records.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

DATED this _____ day of _____, 2006.

Bill Dwyer, Chair
Lane County Board of County Commissioners

APPROVED AS TO FORM

Date 6-6-2006, Lane County

OFFICE OF LEGAL COUNSEL





REC'D MAY 15 2006

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

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

05-15-06P01:15 RCVD

May 12, 2006

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

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

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

Dear Steve:

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

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

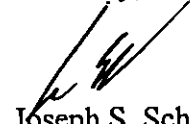
The second page of comparables shows the value of three buildable smaller acreage parcels like those proposed in the claim. The average value of these three properties is just over \$43,300 per acre. Thus the loss in value caused by the restrictive land use regulations is roughly \$38,000 per acre, or over \$19,000,000.

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

Steve Hopkins
May 12, 2006
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We understand you will now set this hearing for June. Please send the notice of hearing to my attention at the address given above. Thanks again for your assistance with this claim.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Schaefer', written over a horizontal line.

Joseph S. Schaefer
Land Use Planner

JSS:ad
Enclosures

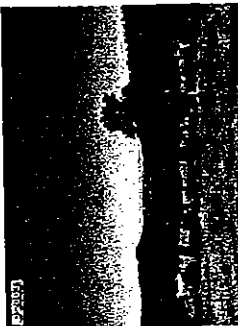


Client Medium

✓ **85006 McBeth** **Eugene** **97402** **\$840,000**

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

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



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

✓ **85109 Chezem RD** **Eugene** **97405** **\$940,000**

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

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


No Photo Available

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

✓ **27161 BRIGGS HILL RD** **Eugene** **97405** **\$1,000,000**

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

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



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

✓ 38724 place rd Fall Creek 97452 \$165,000

ML#: 5084155 Status: SLD PTax/Yr: \$613
 Lot #: # Lots: Acres: 2.68
 Zoning: RR5 Wtr Frnt: N Area: 234
 Lot Size: 1-2.99AC Map Coord: 16/D/9 Prop Type: RESID

**No Photo
Available**

Xst/Dir: past jasper store on jasper-lowell to pengra to left on place rd to 38724
 Remarks: nice gentle sloping acreage with well and septic in. a carport and small storage shed at no value.

✓ 37026 hwy 58 Pleasant Hill 97455 \$175,000

ML#: 4079919 Status: SLD PTax/Yr: \$1,017
 Lot #: # Lots: Acres: 5
 Zoning: RR5 Wtr Frnt: Area: 234
 Lot Size: 5-9.99AC Map Coord: 17/D/18 Prop Type: RESID

**No Photo
Available**

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

✓ 82936 RATTLESNAKE RD Dexter 97431 \$210,000

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



SCHWABE, WILLIAMSON & WYATT
ATTORNEYS AT LAW

OCT 19 2005

PA 056581

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

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

October 18, 2005

VIA UPS

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

Re: Measure 37 Claim for Margaret F. and Bernard F. Bernheim Property

Dear Lane County:

This firm represents Margaret F. and Bernard F. Bernheim (the Bernheims), and is submitting this written demand for just compensation on their behalf pursuant to Measure 37.

The Bernheims own four adjacent tax lots that comprise about 515 acres in Township 19 South, Range 2 West in Lane County, commonly known as tax lots 101, 105, and 106 in Section 21, and tax lot 100 in Section 17. The Bernheims acquired the properties in several transactions between 1959 and 1969, and have been in continuous ownership since then. Three title reports are provided for ease of reference; one report for tax lot 100, one report for tax lot 101, and one report for tax lots 105 and 106 combined. Also provided is a letter from First American Title explaining deeds which appear erroneously in the title chain for tax lots 105 and 106. These title documents are attached as Exhibit A.

The Bernheims intend to subdivide or use a series of partitions to create approximately 157 small acreage rural residential lots, and develop a single family residence with accessory structures on each lot. A conceptual site plan is attached as Exhibit C. Currently Lane County Code Chapter 10.100 prevents the division of the land from occurring in the form intended by the Bernheims.

We have identified a number of other Lane County land use regulations currently in effect which were enacted subsequent to 1969, and which restrict the use and reduce the value of the property. These land use regulations are listed in Exhibit B to this letter. These land use regulations, and perhaps other, have been enforced against this property. Most recently, on October 17, 2005, Lane County planning staff informed us the current E-40 zone restricts the

Portland, OR 503-222-9981 | Salem, OR 503-339-7712 | Bend, OR 541-749-4044
Seattle, WA 206-622-1711 | Vancouver, WA 360-694-7551 | Washington, DC 202-488-4302

proposed division of the property and the proposed development would not be allowed under existing regulations. Lane County did not have land use regulations in effect in 1969 that restricted division of this property in the manner proposed by the Bernheims.

The compensation shall be equal to the reduction in the fair market value of the affected property interest resulting from enactment or enforcement of the land use regulations as of the date of written demand for compensation under Measure 37. We estimate the reduction in value is approximately \$6 million. The Bernheims respectfully demand that this compensation be paid to them pursuant to Measure 37. If Lane County informs us that its preferred method of resolving this claim is to pay just compensation, additional valuation information can be provided at a later time.

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

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

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

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

Lane County, c/o
October 12, 2005
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The property is also subject to land use regulations enacted or enforced by other governmental entities. Appropriate written demands for just compensation are being submitted to those entities as well. We intend to coordinate resolution of those claims with this claim, and encourage Lane County to contact us at the earliest possible time to discuss possible resolution of this claim. Please send your response to Joe Willis of this firm.

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

Sincerely,


Donald Joe Willis

JW:js
Enclosures

cc: Margaret and Bernard Bernheim
Larry Gildea



EXHIBIT B TO BERNHEIM MEASURE 37 CLAIM

LANE COUNTY

Lane County Comprehensive Plan

Lane County Code

Chapter 9 – TREES

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

Chapter 10 – ZONING

Generally..... 10.005 to 10.025
EFU District.....10.100
Rural Residential District.....10.130
Development Standards10.300
Nonconforming Lots, Uses and Structures10.305
Procedures..... 10.315 to 10.335
Development Standards10.700-305 to 10.700-345
Application Criteria10.700-405 to10.700-420
Enforcement Requirements.....10.900
Failure to Comply10.990

Chapter 12 - COMPREHENSIVE PLAN

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

Chapter 13 - LAND DIVISIONS 13.005 to 13.700

Chapter 14 - APPLICATION REVIEW AND APPEAL

PROCEDURES..... 14.010 to 14.700

Chapter 15 - ROADS

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

General Variance Provisions.....	15.900
 Chapter 16 - LANE COUNTY LAND USE AND DEVELOPMENT CODE	
Introductory and General Provisions	16.001 to 16.090
Development Approval Procedures Rural Comprehensive Plan	16.100
Zones	16.210 to 16.247
Parking Space, Height, Area, General Building and General Lot Area and Width Setback Requirements	16.250
Nonconforming Uses	16.251
Procedures for Zoning, Rezoning and Amendments to Requirements	16.252
Site Review Procedures	16.257
Enforcement Requirements	16.262
Enforcement	16.263
Land Divisions	16.300
Rural Comprehensive Plan Amendments	16.400



*First American
Title Insurance Company
of Oregon*

LEGAL DEPARTMENT

October 10, 2005

Joseph Schaefer
Schwabe Williamson Wyatt
1600-1900 Pacwest Center
1211 SW 5th Avenue
Portland, OR 97204

Re: Bernheim

Dear Joseph:

I have reviewed various conveyances involving Bernard F. and Margaret T. Bernheim ("Bernheim") and International Paper Company ("International"). I have also enclosed a map of the area and for ease of description will identify the properties by tax lot numbers 102-106 inclusive.

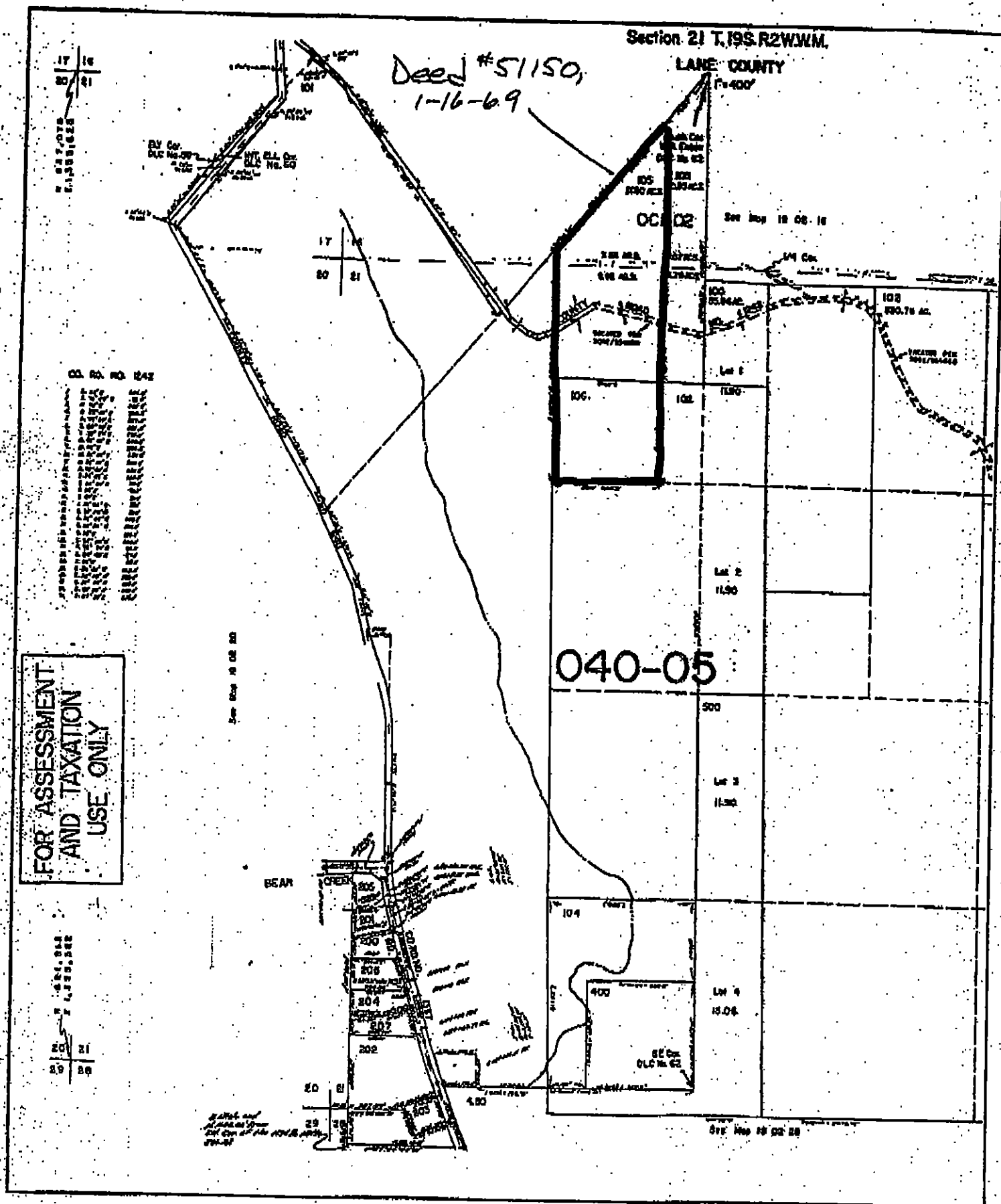
The first conveyance reviewed was the conveyance from Bernheim to International January 11, 1965 which conveyed, among other property, tax lots 102-106 inclusive. The next conveyance was from International to Bernheim January 16, 1969 which conveyed tax lots 105 and 106. The final conveyance was dated July 12, 1985 International to International Paper Realty Corporation ("Realty"). This conveyance conveyed tax lots 102-106 inclusive.

Although the final conveyance from International to Realty contained the Bernheim property, it was not valid to transfer that property in that it had already been conveyed to Bernheim by the 1969 conveyance. If this matter were a subject of title insurance the International to Realty conveyance would be ignored as to the Bernheim property. Therefore, the public record indicates the Bernheim property was purchased by them in 1969 and has remained in their continuous ownership since that date.

If you require anything further, please contact the undersigned.

Sincerely,

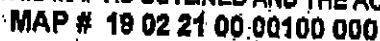
Alan K. Brickley
Counsel



THIS MAP IS PROVIDED AS A COURTESY OF WESTERN PIONEER TITLE COMPANY

THIS COPY OF ASSESSOR'S MAP IS PROVIDED SOLELY TO ASSIST IN LOCATING SUBJECT PROPERTY. NO LIABILITY IS ASSUMED FOR DISCREPANCIES IN THIS MAP AS OUTLINED AND THE ACCOMPANYING LEGAL DESCRIPTION.

MAP # 19 02 21 00 00100 000





Issued by

First American Title Insurance Company of Oregon

600 Country Club Road, Eugene, OR 97401

Title Officer: Mike Rutherford

Phone: (541)484-2900

FAX: (541)484-7321



First American Title Insurance Company of Oregon
600 Country Club Road
Eugene, OR 97401
Phn - (541)484-2900
Fax - (541)484-7321

LIABILITY: \$350.00
FEE: \$350.00

GUARANTEE NO.: 7199-689013
YOUR REF.: Bernhelm (19-02-21-101)

Recorded Document Guarantee

ISSUED BY

First American Title Insurance Company of Oregon

An assumed business of Title Insurance Company of Oregon

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

GUARANTEES

Schwabe, Williamson & Wyatt

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

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

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

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

Dated: September 08, 2005 at 7:30 a.m.

Title Insurance Company of Oregon

dba FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON

By:

President

Attest:

Secretary

RECORDED DOCUMENT GUARANTEE

SCHEDULE A

The assurances referred to on the face page are:

That according to the Company's title plant records and those records maintained by the County Recorder known as the Grantee/Grantor indices subsequent to January 15, 1960 at 7:30 A.M., relative to the following described real property (but without examination of those company title plants maintained and indexed by name), there are no Deeds, Contracts or Assignment of Contracts (hereinafter Documents) describing said real property or any portion thereof, other than those listed below, copies of which are attached hereto and made a part hereof.

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

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

B. DESCRIPTION:

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

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Warranty Deed	January 15, 1960	88332		
Warranty Deed	February 27, 1963	959		
Land Sale Contract	June 17, 1963	14548		
Warranty Deed	November 19, 1965	26861		
Land Sale Contract	October 21, 1969	85016		
Bargain and Sale Deed	April 28, 1971	44682		
Bargain and Sale Deed	April 28, 1971	44683		
Warranty Deed	August 24, 1972	15283		
Deed	October 18, 1972	24026		
Warranty Deed	October 27, 1972	24734		

Warranty Deed	October 25, 1972	25192
Warranty Deed	October 3, 1973	7345064
Warranty Deed	September 9, 1975	7538560
Warranty Deed	November 6, 1980	8056544

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean

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

2. NOTICE OF LOSS - LIMITATION OF ACTION

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

3. PAYMENT OF LOSS- LIMITATION OF LIABILITY

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

4. ARBITRATION.

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

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

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

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

5. GUARANTEE ENTIRE CONTRACT

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

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

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

8. NOTICES

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

PD/M-RDG-OR

Exhibit "A"

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

PARCEL I:

BEGINNING AT A POINT IN THE SOUTH LINE OF WM.G. EATON AND WIFE DLC NO. 62 IN SAID TOWNSHIP AND RANGE 20.35 CHAINS N. 89° 5' WEST OF THE SOUTHEAST CORNER THEREOF; THENCE S. 89° 5' EAST 10.35 CHAINS; THENCE N. 10' WEST 10 CHAINS; THENCE S. 89° 5' EAST 10 CHAINS; THENCE N. 10' WEST ALONG EAST LINE OF SAID CLAIM NO. 62, 85.59 CHAINS TO THE MOST NORTHERLY CORNER THEREOF; THENCE S. 39° 56' W. ALONG NORTHWEST BOUNDARY LINE OF SAID CLAIM 30.31 CHAINS; THENCE N. 34° WEST 25.60 CHAINS; THENCE N. 49° 52' WEST 3.81 CHAINS; THENCE SOUTH 41° 53' WEST 13.88 CHAINS TO THE CORNER IN ANGLE OF DLC NO. 60 IN SAID TOWNSHIP AND RANGE; THENCE SOUTH 38½° WEST 6.75 CHAINS; THENCE S. 29° 45' EAST 80 LINKS; THENCE SOUTH 29° 45' EAST ALONG CENTER OF COUNTY ROAD NO. 640 10.57 CHAINS; THENCE S. 27° 32' EAST 7.91 CHAINS; THENCE SOUTH 28° 53' EAST 10.17 CHAINS; THENCE SOUTH 25° 36' E. 8.70 CHAINS; THENCE S. 12° 45' E. 5.20 CHAINS TO BOUNDARY LINE OF PREMISES DESCRIBED IN CERTIF. NO 2642; THENCE EAST 2 CHAINS; THENCE S. 0° 36' E. 21.87 CHAINS; THENCE S. 14° E. 17.69 CHAINS; THENCE S. 89° 5' EAST 3.74 CHAINS AND THENCE S. 3 CHAINS TO THE PLACE OF BEGINNING, IN LANE COUNTY, ORE.

EXCEPT THEREFROM THAT PORTION DESCRIBED IN THE DEED RECORDED JANUARY 11, 1965, NO. 88276, OFFICIAL RECORDS OF LANE COUNTY, OREGON.

PARCEL II:

BEGINNING 24.15 CHAINS EAST OF THE S.W. CORNER OF D.L.C. NO. 62 IN TOWNSHIP 19 SOUTH, RANGE 2 WEST OF WILLAMETTE MERIDIAN; THENCE EAST 3 CHAINS; THENCE NORTH 3 CHAINS; THENCE WEST ABOUT 3.76 CHAINS; THENCE SOUTH 13 3/4° EAST ABOUT 3.11 CHAINS TO THE PLACE OF BEGINNING, IN LANE COUNTY, OREGON.

PARCEL III:

BEGINNING AT A POINT IN THE CENTERLINE OF COUNTY ROAD NUMBER 640 (ROGERS ROAD), SAID POINT BEING 3,578.97 FEET SOUTH 49° 53' 15" EAST FROM THE INTERSECTION OF THE CENTERLINE OF SAID COUNTY ROAD NUMBER 640 WITH THE CENTERLINE OF COUNTY ROAD NUMBER 397 (ENTERPRISE ROAD); RUNNING THENCE ALONG THE CENTERLINE OF COUNTY ROAD NUMBER 640, SOUTH 3° 47' 35" EAST 475.0 FEET; THENCE LEAVING SAID CENTERLINE NORTH 39° 21' 10" EAST 342.24 FEET; THENCE NORTH 49° 53' 05" WEST 342.86 FEET TO THE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

PARCEL IV:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND WHICH LIES NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 640: BEGINNING AT A POINT IN THE CENTER OF THE COUNTY ROAD 20.00 CHAINS NORTH AND 18.29 CHAINS SOUTH 89° 54' EAST FROM THE SOUTHWEST CORNER OF THE WILLIAM O. EATON DONATION LAND CLAIM NO. 62, NOTIFICATION NO. 6536, TOWNSHIP 19 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN; AND RUN THENCE NORTH 21.87 CHAINS; THENCE NORTH 89° 54' WEST 25.11 CHAINS THE WEST LINE OF LOT 5, SECTION 20 SAID TOWNSHIP AND RANGE; THENCE SOUTH ALONG THE WEST LINE OF LOTS 4 AND 6 OF SAID SECTION 20, 16.96 CHAINS TO A POINT 7.75 CHAINS NORTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20; THENCE WEST TO THE CENTER OF EAST BRANCH OF BEAR CREEK; THENCE SOUTHERLY ALONG THE CENTER OF SAID CREEK TO THE CENTER OF THE COUNTY ROAD; THENCE EASTERLY ALONG THE CENTER OF SAID COUNTY

ROAD TO THE POINT OF BEGINNING, ALL IN LANE COUNTY, OREGON.

EXCEPTING THEREFROM ANY PORTION WHICH LIES WITHIN THAT PARCEL OF LAND DESCRIBED IN DOCUMENT RECORDED JUNE 15, 1976, REEL 799, RECEPTION NO. 7629550, LANE COUNTY OREGON RECORDS.



Issued by

First American Title Insurance Company of Oregon

600 Country Club Road, Eugene, OR 97401

Title Officer: Mike Rutherford

Phone: (541)484-2900

FAX: (541)484-7321



First American Title Insurance Company of Oregon
600 Country Club Road
Eugene, OR 97401
Phn - (541)484-2900
Fax - (541)484-7321

LIABILITY: \$350.00
FEE: \$350.00

GUARANTEE NO.: 7199-689028
YOUR REF.: Bernhelm (19-02-21-105/106)

Recorded Document Guarantee

ISSUED BY

First American Title Insurance Company of Oregon

An assumed business of Title Insurance Company of Oregon

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

GUARANTEES

Schwabe, Williamson & Wyatt

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

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

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

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

Dated: September 08, 2005 at 7:30 a.m.

Title Insurance Company of Oregon

dba FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON

By:

President

Attest:

Secretary

RECORDED DOCUMENT GUARANTEE

SCHEDULE A

The assurances referred to on the face page are:

That according to the Company's title plant records and those records maintained by the County Recorder known as the Grantee/Grantor Indices subsequent to January 15, 1960 at 7:30 A.M., relative to the following described real property (but without examination of those company title plants maintained and indexed by name), there are no Deeds, Contracts or Assignment of Contracts (hereinafter Documents) describing said real property or any portion thereof, other than those listed below, copies of which are attached hereto and made a part hereof.

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

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

B. DESCRIPTION:

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

C. Listed Documents:

Document	Recorded	Instrument No. or Book	Page	Fee No.
Warranty Deed	January 15, 1960	88332		
Warranty Deed	January 11, 1965	88276		
Warranty Deed	December 16, 1968	48289		
Warranty Deed	January 16, 1969	51150		
Warranty Deed	August 24, 1972	15283		
Deed	October 18, 1972	24026		
Warranty Deed	October 3, 1973	7345064		
Bargain and Sale Deed	August 1, 1985	8527127		

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean

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

2. NOTICE OF LOSS - LIMITATION OF ACTION

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

3. PAYMENT OF LOSS- LIMITATION OF LIABILITY

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

4. ARBITRATION.

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

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

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

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

5. GUARANTEE ENTIRE CONTRACT

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

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

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

8. NOTICES

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

PdJK-RDG-OR

Exhibit "A"

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

A PORTION OF THE WM. G. EATON DONATION LAND CLAIM NO. 62 DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF THE W.M. G. EATON DONATION LAND CLAIM NO. 62 IN TOWNSHIP NINETEEN (19) SOUTH OF RANGE TWO (2) WEST OF THE WILLAMETTE, MERIDIAN; THENCE SOUTH 39° 56' WEST ALONG THE NORTHWESTERLY LINE OF D.L.C. NO. 62 TO THE WEST LINE OF INTERNATIONAL PAPER COMPANY LAND AS DESCRIBED ON REEL NO. 257 PAGE D FILE NO. 88276 LANE COUNTY, OREGON AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 10' EAST 1461.0 FEET; THENCE EAST 660.0 FEET; THENCE NORTH 0° 10' WEST 2,246.7 FEET TO THE NORTHWESTERLY LINE OF D.L.C. NO. 62; THENCE SOUTH 39° 56' WEST, ALONG SAID NORTHWESTERLY, D.L.C. LINE, A DISTANCE OF 1,024.65 FEET TO THE TRUE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

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

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

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

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

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

1. Providing the Company has an open order on the Subject Property for the purpose of insuring title, the charge of the Guarantee shall be the sum of the number of hours required to research and prepare the Guarantee, times an hourly rate of \$50.00. There shall be a minimum charge of \$150.00. (In the event the Company does not have an open order placed by Applicant on the Subject Property, then the minimum charge shall be \$350.00).
2. The liability assumed by the Company for the correctness and completeness of the information contained in the Guarantee shall be the amount of the liability shown in the Guarantee. It is also understood and agreed that the Company shall not be liable for any loss or damage arising from incorrectness or incompleteness of the Guarantee unless such incorrectness or incompleteness is the result of gross negligence (as opposed to ordinary negligence) on the part of the Company.
3. In no event shall the Company be liable under the Guarantee for loss or damage of any type in excess of the amount of liability shown in the Guarantee including but not limited to consequential damages, attorneys' fees, costs of defense of any action or proceeding, loss of anticipated profits, costs of toxic waste cleanup or any other loss whether or not of the type specifically mentioned above.
4. Applicant hereby requests the Company to issue the Guarantee reflecting as exceptions only the following indicated recorded documents which described all or a portion of the Subject Property found in the Company's title plant (but without examination of those Company title plant records maintained and indexed by name) and the Grantee/Grantor indices maintained by the County Recorder for the County of Lane which documents were recorded subsequent January 15, 1960 at 7:30 A.M.

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

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

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

5. THE GUARANTEE TO BE ISSUED IS NOT A COMMITMENT TO ISSUE TITLE INSURANCE.
6. THE GUARANTEE TO BE ISSUED IS NOT AN EXAMINATION OF TITLE AND IS NOT TO BE RELIED UPON BY THE APPLICANT OR ANY OTHER PERSON AS A REPRESENTATION OF THE STATUS OF THE TITLE TO THE REAL PROPERTY.
7. In the event that any provision or any part of any provision of this Agreement is held to be illegal, invalid or unenforceable, said illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability or any other provision or part hereof.
8. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the parties hereto, any rights or remedies arising under or by reason of this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of Oregon.
10. BY THE SUBMISSION OF THE APPLICATION TO THE COMPANY, THE APPLICANT ACKNOWLEDGES AND SUBMITS: THAT APPLICANT IS AWARE OF THE LIMITED SCOPE OF THIS GUARANTEE; THE APPLICANT HAS READ AND UNDERSTANDS THE CONDITIONS OF THE APPLICATION; THE APPLICANT HAS READ AND UNDERSTANDS THE CONDITIONS AND EXCLUSIONS OF THE GUARANTEE.
11. The Subject Property is described as follows:
A PORTION OF THE WM. G. EATON DONATION LAND CLAIM NO. 62 DESCRIBED AS FOLLOWS:
BEGINNING AT THE MOST NORTHERLY CORNER OF THE W.M. G. EATON DONATION LAND CLAIM NO. 62 IN TOWNSHIP NINETEEN (19) SOUTH OF RANGE TWO (2) WEST OF THE WILLAMETTE, MERIDIAN; THENCE SOUTH 39° 56' WEST ALONG THE NORTHWESTERLY LINE OF D.L.C. NO. 62 TO THE WEST LINE OF INTERNATIONAL PAPER COMPANY LAND AS DESCRIBED ON REEL NO. 257 PAGE D FILE NO. 88276 LANE COUNTY, OREGON AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 10' EAST 1461.0 FEET; THENCE EAST 660.0 FEET; THENCE NORTH 0° 10' WEST 2,246.7 FEET TO THE NORTHWESTERLY LINE OF D.L.C. NO. 62; THENCE SOUTH 39° 56' WEST, ALONG SAID NORTHWESTERLY, D.L.C. LINE, A DISTANCE OF 1,024.65 FEET TO THE TRUE POINT OF BEGINNING, IN LANE COUNTY, OREGON.

Dated: _____

Applicant:

Schwabe, Williamson & Wyatt

By: _____

ATTACHMENTS
5 through 10

RELEVANT DEEDS WITH TAX MAPS

1-15-60
1) 16; (3) (1) 21; (2) (2-2) (3) WARRANTY DEED
22-19-24 88332

15252

FOR VALUE RECEIVED

Harold Marcotte and Marie Marcotte, husband and wife,

herein referred to as grantors, hereby grant, bargain, sell and convey unto Bernard F. Bernheim and Margaret F. Bernheim, husband and wife,

herein referred to as grantees, the following described real property, with tenements, hereditaments and appurtenances, to wit: PARCEL 1: Lots 5, 6 & 7 and East half of Southeast 1/4 and the Southwest 1/4 of Southeast 1/4 of Sec. 16; the Southeast 1/4 of Sec. 21; West half of Sec. 22, all in Township 19 South, Range 2 West of Willamette Meridian.
ALSO: Beginning at a point in the South line of Wm. G. Eaton and wife D.L.C. No. 62 in said Township and Range 20.35 chains N. 89° 5' West of the Southeast corner thereof; thence S. 89° 5' East 10.35 chains; thence N. 10' West 10 chains; thence S. 89° 5' East 10 chains; thence N. 10' West along East line of said claim No. 62, 85.59 chains to the most northerly corner thereof; thence S. 39° 56' W. along Northwest boundary line of said claim 30.31 chains; thence N. 34° West 25.60 chains; thence N. 49° 52' West 3.81 chains; thence South 41° 53' West 13.88 chains to the corner in angle of D.L.C. No. 60 in said Township and Range; thence South 38° West 6.75 chains; thence S. 29° 45' East 80 links; thence South 29° 45' East along center of County Road No. 640 10.57 chains; thence S. 27° 32' East 7.91 chains; thence South 28° 53' East 10.17 chains; thence South 25° 36' E. 8.70 chains; thence S. 12° 45' E. 5.20 chains to boundary line of premises described in Certif. No. 2642; thence East 2 chains; thence S. 0° 36' E. 21.87 chains; thence S. 14° E. 17.69 chains; thence S. 89° 5' East 3.74 chains and thence S. 3 chains to the place of beginning, in Lane Cty, Ore.
ALSO: West one-half of S.E. 1/4 of Sec. 22, Township 19 S., R. 2 West of Willamette Meridian.
ALSO: The N. 1/2 of the N.E. 1/4; the S.W. 1/4 of the N.E. 1/4, and Lots 1 & 2 of Sec. 21 Township 19 South, Range 2 West of Willamette Meridian, Lane County, Oregon.
PARCEL 2: Beginning 24.15 chains East of the S.W. corner of D.L.C. No. 62 in Township 19 South, Range 2 West of Willamette Meridian; thence East 3 chains; thence North 3 chains; thence West about 3.76 chains; thence South 13 3/4° East about 3.11 chains to the place of beginning, in Lane County, Oregon

TO HAVE AND TO HOLD the said premises unto said Grantees, their heirs and assigns forever. And the said Grantors hereby covenant that they are lawfully seized in fee simple of said premises; that they are free from all incumbrances.

and that they will warrant and defend the above granted premises against all lawful claims whatsoever, except as above stated.

Dated December 16, 1959

(Seal)

(Seal)

(Seal)

(Seal)

NOTARY PUBLIC
STATE OF OREGON, County of Lane, ss.

Personally appeared the above named

Harold Marcotte and Marie Marcotte, husband and wife,

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

LANE COUNTY

1"=400'

See Map 19 02 08

001-06

CANCELLED

001-02

Tax Listed on Map 19 02 17

East Coy.
Chandlers
OLD No. 60

Lot 5 32.00

Lot 6 2.00

Lot 7 11.70

See Map 19 02 21

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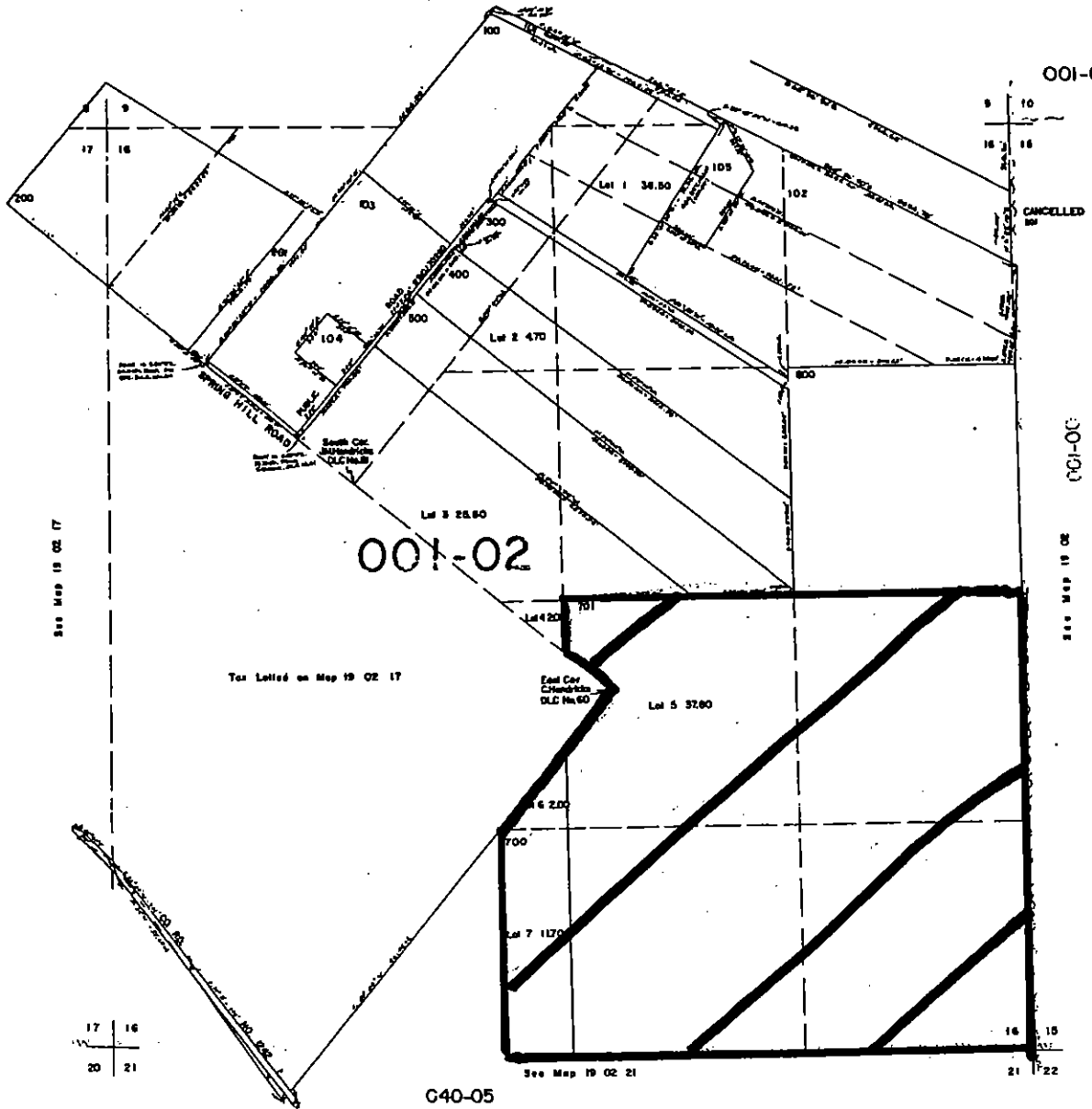
See Map 19 02

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LANE COUNTY

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See Map 19 02 16

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See Map 19 02 28

See Map 19 02

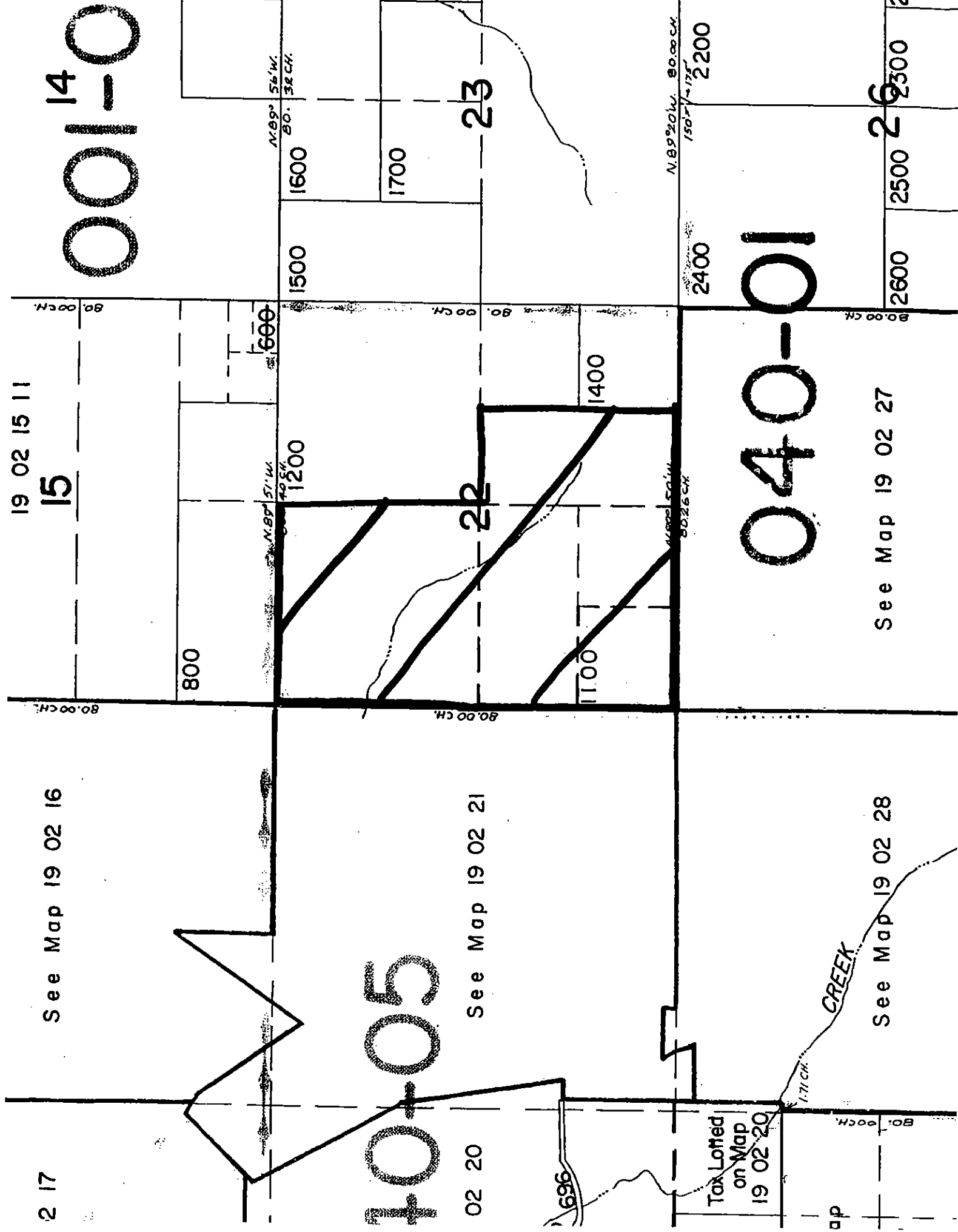
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See Map 19 02 16

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See Map 19 02 21

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See Map 19 02 28

See Map 19 02 27

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WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That BERNARD F. BERNHEIM and MARGARET F. BERNHEIM, husband and wife, Grantors, in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration to them paid by INTERNATIONAL PAPER COMPANY, a New York corporation, Grantee, do hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, all of the following described property situated in Lane County, Oregon:

PARCEL NO. 1

Lots Five (5), Six (6) and Seven (7); the Last Half of the Southeast Quarter (E 1/2 SE 1/4); and the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section Sixteen (16);

ALSO: The Southeast Quarter (SE 1/4); the North Half of the Northeast Quarter (N 1/2 NE 1/4); the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4); and lots One (1) and Two (2) of Section Twenty-one (21);

ALSO: The West Half (W 1/2); and the West Half of the Southeast Quarter (W 1/2 SE 1/4) of Section Twenty-two (22);

All being in Township Nineteen (19) South, Range Two (2) West of the Willamette Meridian, in Lane County, Oregon.

PARCEL NO. 2

A portion of the Wm. G. Eaton and wife Donation Land Claim No. 62 described as follows:

Beginning at a point on the South line of the Wm. G. Eaton and wife Donation Land Claim No. 62, Township 19 South, Range 2 West of the Willamette Meridian, said point being the Westerly Northwest corner of Government Lot 4 of Section 21, of said Township and Range; thence South 89° 05' East along the South line of said claim No. 62 to a point North 89° 05' West 660.0 feet from the Southeast corner thereof; thence North 00° 10' West 660.0 feet; thence South 89° 05' East 660.0 feet to the East line of said Claim No. 62; thence North 00° 10' West 5648.94 feet along said East line to the most Northerly corner of said Claim No. 62; thence South 39° 56' West along the Northwest boundary line of said claim to a point North 00° 10' West of the Place of Beginning; thence South 00° 10' East to the Place of Beginning, Lane County, Oregon.

PARCEL NO. 3

A permanent, non-exclusive easement permitting toll-free use of the existing roadway (hereinafter called the Bernheim Road) which runs from the property herein conveyed to Lane County Road No. 211-06, to a maximum width of 40 feet, beginning at the point where the Bernheim Road intersects the Northwest boundary of the parcel of land

conveyed by Harold Marcotte and Marie Marcotte to Bernard F. Bernheim and Margaret F. Bernheim, which deed is recorded in the Deed Records of Lane County, Oregon, at Reel 146, '60 D, Reception No. 88332 and running thence generally South and East through the Caswell C. Hendricks and Wm. G. Eaton Donation Land Claims to the West line of the property herein conveyed, the Grantors and Grantee to maintain said road each in proportion to his use thereof, all in Township 19 South, Range 2 West of W. M., Lane County, Oregon;

SUBJECT TO classification of a portion of said lands as reforestation lands under the laws of the State of Oregon and subject to Oil and Gas Lease to the Superior Oil Company, recorded in the Deed Records of Lane County, Oregon, October 17, 1963, under Clerk's File No. 29539;

RESERVING unto Grantors, their heirs and assigns forever, all oil, gas and mineral rights in, under, and to the above lands together with the usual and necessary rights of ingress and egress for developing the oil, gas and mineral rights reserved;

RESERVING unto the Grantors the personal and non-assignable right to graze cattle on the lands hereinabove described for a period of ten (10) years ending December 31, 1974; together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all their estate, right, title and interest in and to the same including dower and claim of dower.

TO HAVE AND TO HOLD THE above described and granted premises unto the said Grantee, its successors and assigns, forever.

And the Grantors do covenant to and with the Grantee, its successors and assigns, that the Grantors are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from any and all incumbrances except those above noted and that they will and their heirs, executors and administrators shall warrant and defend the above granted premises and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

1582761

IN WITNESS WHEREOF, the Grantors above named have set their hands and seals this 11th day of January, 1965.

Bernard F. Bernheim
Bernard F. Bernheim

Margaret F. Bernheim
Margaret F. Bernheim

STATE OF OREGON)
) ss.
County of)

On this 11th day of January, 1965, personally appeared the above-named Bernard F. Bernheim and Margaret F. Bernheim, husband and wife, and acknowledged the foregoing instrument to be their

Notary act and deed.

Before me:



James P. Bernheim
Notary Public for Oregon
My Commission expires: 10-19-67

9 02 21

Section 21 T.19 N. R.22 W. W.M.

LANE COUNTY

1"=400'

North Co.
W. G. Eaton
DLC No. 62

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103 AC.

See Map 19 02 16

1/4 Co.

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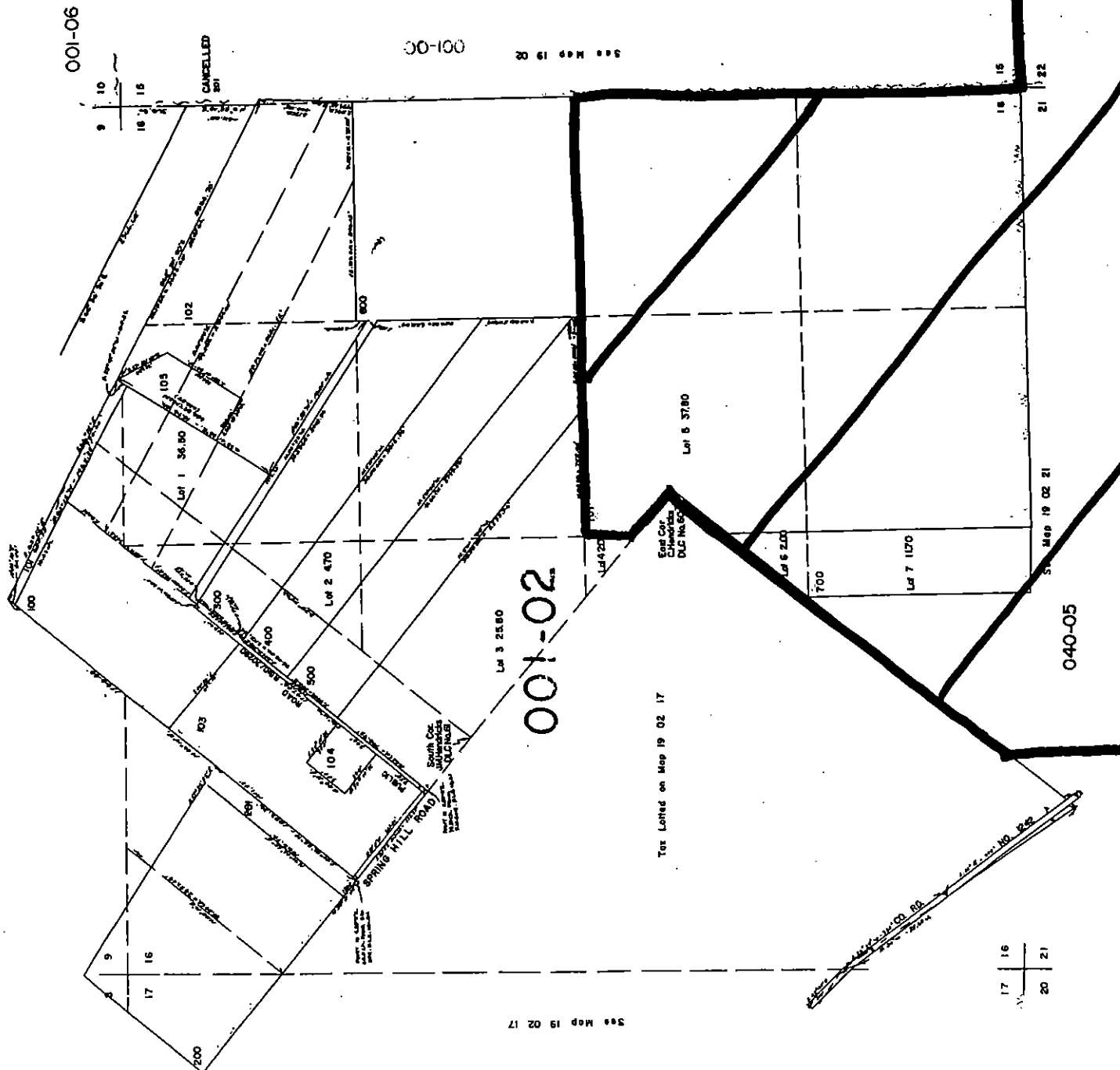
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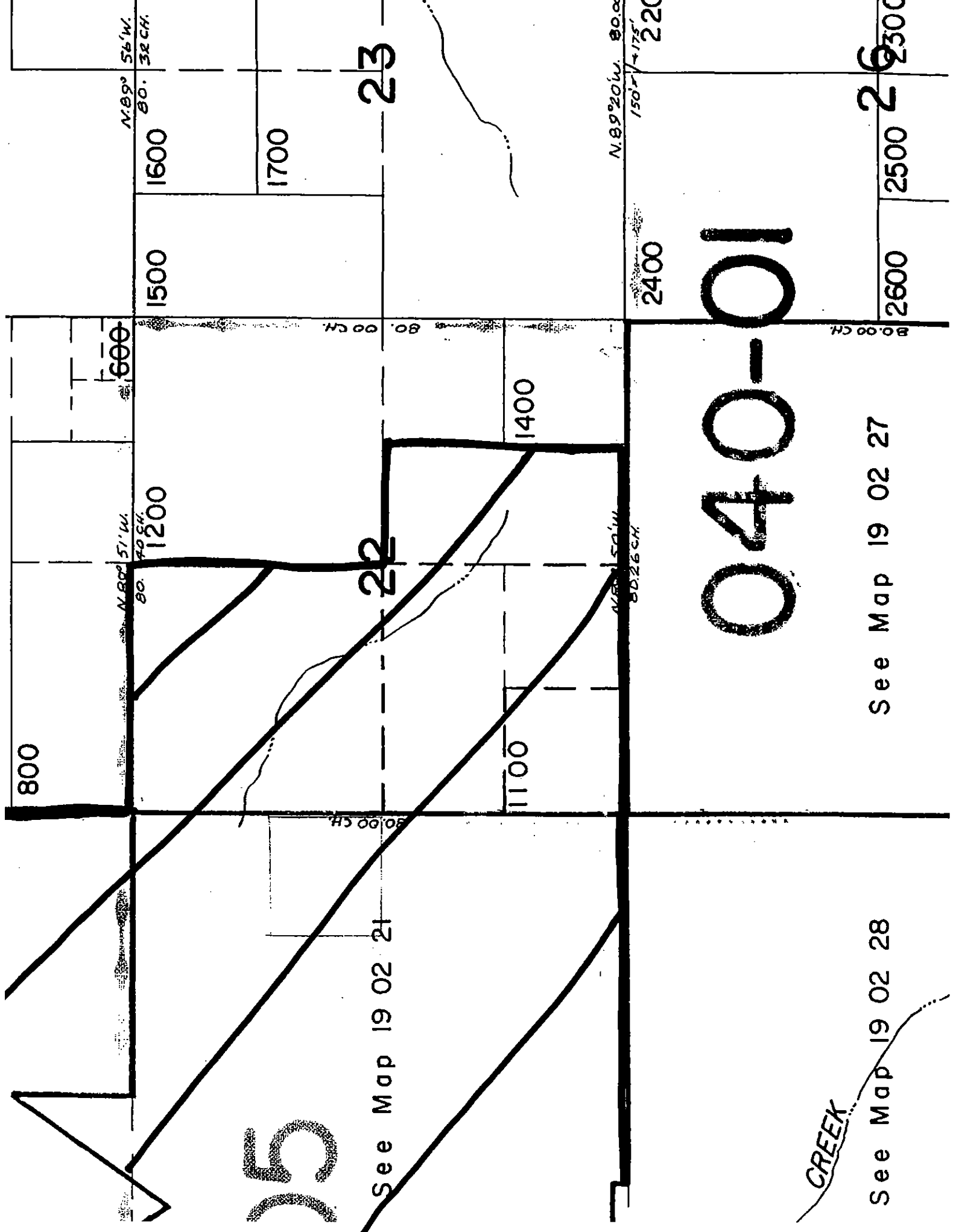
LANE COUNTY

1"=400'

See Map 19 02 09

19 02 16





N. 89° 56' W. 80.32 CH.

N. 80° 51' W. 80.40 CH.

N. 89° 20' W. 80.00 CH.

N. 89° 50' W. 80.26 CH.

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See Map 19 02 27

See Map 19 02 28

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See Map 19 02 21

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WARRANTY DEED

48289

INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, herein called Grantor, in consideration of the conveyance by the Grantees hereinafter named to the Grantor of certain other real property, the true and actual consideration for this conveyance, do hereby GRANT, BARGAIN, SELL and CONVEY unto BERNARD BERNHEIM and MARGARET BERNHEIM, husband and wife, herein called Grantees, the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Lane, State of Oregon:

HIS
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BE INCORRECT

(The true and actual consideration of this transaction is an exchange for other property).

A portion of the Wm. G. Eaton Donation Land Claim No. 62 described as follows:

Beginning at the most Northerly corner of the Wm. G. Eaton Donation Land Claim No. 62 in Township Nineteen (19) South of Range Two (2) West of the Willamette Meridian; thence South 0° 10' East 2246.70 feet; thence West 660.0 feet; thence North 0° 10' West 1461.0 feet to the Northwestern line of the Wm. G. Eaton Donation Land Claim No. 62; thence North 39° 56' East 1024.65 feet along said Northwestern line of the said Wm. G. Eaton DLC to the point of beginning, containing 28 acres, more or less;

RESERVING unto the Grantor and its successors a permanent nonexclusive easement permitting toll free use of the existing roadway, herein called the Bernheim Road, described in the deed from the Grantees to the Grantor dated January 11, 1965 and recorded under File No. 88276, Deed Records of Lane County, Oregon, where the said Bernheim Road crosses the above described and granted premises; the Grantor and the Grantees to maintain said road in proportion to their use thereof;

TO HAVE AND TO HOLD the said premises unto the Grantees

and their heirs and assigns for ever, subject to oil and gas lease to Superior Oil Company recorded in the Deed Records of Lane County, Oregon on October 17, 1963 under File No. 29539.

And the Grantor hereby covenants that it is lawfully seized in fee simple of said premises, that said premises are

free from all encumbrances except as above stated, and that it will warrant and defend the said premises against all lawful claims whatsoever except as above stated.

DATED this 12th day of November, 1968.

INTERNATIONAL PAPER COMPANY

By

A. J. Sandoz
Manager of Woodlands
Long-Bell Division

AI.
ph.

Attest:

F. H. Patub
Assistant Secretary

STATE OF WASHINGTON)

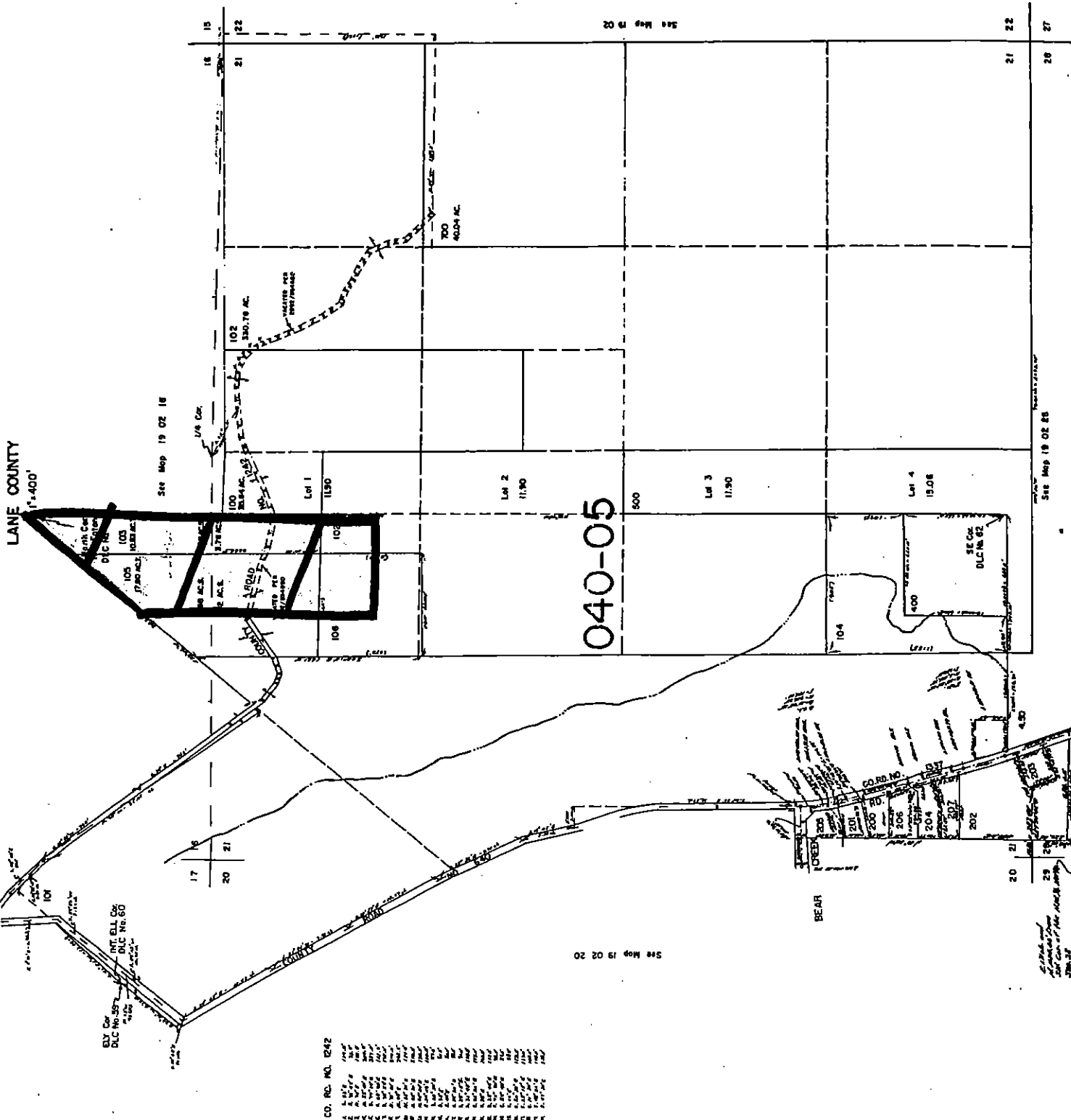
County of Cowlitz) ss.

November 12th, A.D. 1968. Personally appeared A. J. Sandoz who, being duly sworn, stated that he is the Manager of Woodlands of the Long-Bell Division of International Paper Company, the grantor corporation, that the seal affixed is the seal of said corporation and that this instrument was voluntarily signed and sealed in behalf of said corporation by authority of its board of directors.

Before me:

Thelma R. Whitney
Notary Public in and for the State
of Washington, residing at Longview.

My commission expires March 26, 1970



1-16-69

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51150

WARRANTY DEED

INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, herein called Grantor, in consideration of the covenant by the Grantees hereinafter named to the Grantor of certain other real property, the true and actual consideration for this conveyance, do hereby GRANT, BARGAIN, SELL and CONVEY unto BERNARD BERNHEIM and MARGARET BERNHEIM, husband and wife, herein called Grantees, the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Lane, State of Oregon:

A portion of the Wm. G. Eaton Donation Land Claim No. 62 described as follows:
Beginning at the most Northerly corner of the Wm. G. Eaton Donation Land Claim No. 62 in Township Nineteen (19) South of Range Two (2) West of the Willamette, Meridian; thence South 39° 56' West along the Northwestern line of D.L.C. No. 62 to the West line of International Paper Company land as described on Reel No. 257 Page D File No. 88276 Lane County, Oregon and The TRUE POINT OF BEGINNING; thence South 0° 10' East 1461.0 feet; thence East 660.0 feet; thence North 0° 10' West 2,246.7 feet to the Northwestern line of D.L.C. No. 62; thence South 39° 56' West, along said Northwestern, D.L.C. line, a distance of 1,024.65 feet to the true point of beginning, containing 28.0 acres, more or less.
RESERVING unto the Grantor and its successors a permanent nonexclusive easement permitting toll free use of the existing roadway, herein called the Bernheim Road, described in the deed from the Grantees to the Grantor dated January 11, 1965 and recorded under File No. 88276, Deed Records of Lane County, Oregon, where the said Bernheim Road crosses the above described and granted premises; the Grantor and the Grantees to maintain said road in proportion to their use thereof;

TO HAVE AND TO HOLD the said premises unto the Grantees and their heirs and assigns for ever, subject to oil and gas lease

(The true and actual consideration of this transaction is an exchange for other property)

51150

to Superior Oil Company recorded in the Deed Records of Lane County, Oregon on October 17, 1963 under File No. 29539.

And the Grantor hereby covenants that it is lawfully seised in fee simple of said premises, that said premises are free from all encumbrances except as above stated, and that it will warrant and defend the said premises against all lawful claims whatsoever except as above stated.

This deed is made and delivered to correct the description in and to supersede that certain deed from the Grantor to the Grantee dated November 12, 1968 and recorded under File No. 48289 Deed Records of Lane County, Oregon.

DATED this 13 day of January, 1969.

INTERNATIONAL PAPER COMPANY

By

A. J. Sandoz
Manager of Woodlands
Long-Bell Division

H. L. Sandoz
Assistant Secretary

OF WASHINGTON)

) ss.

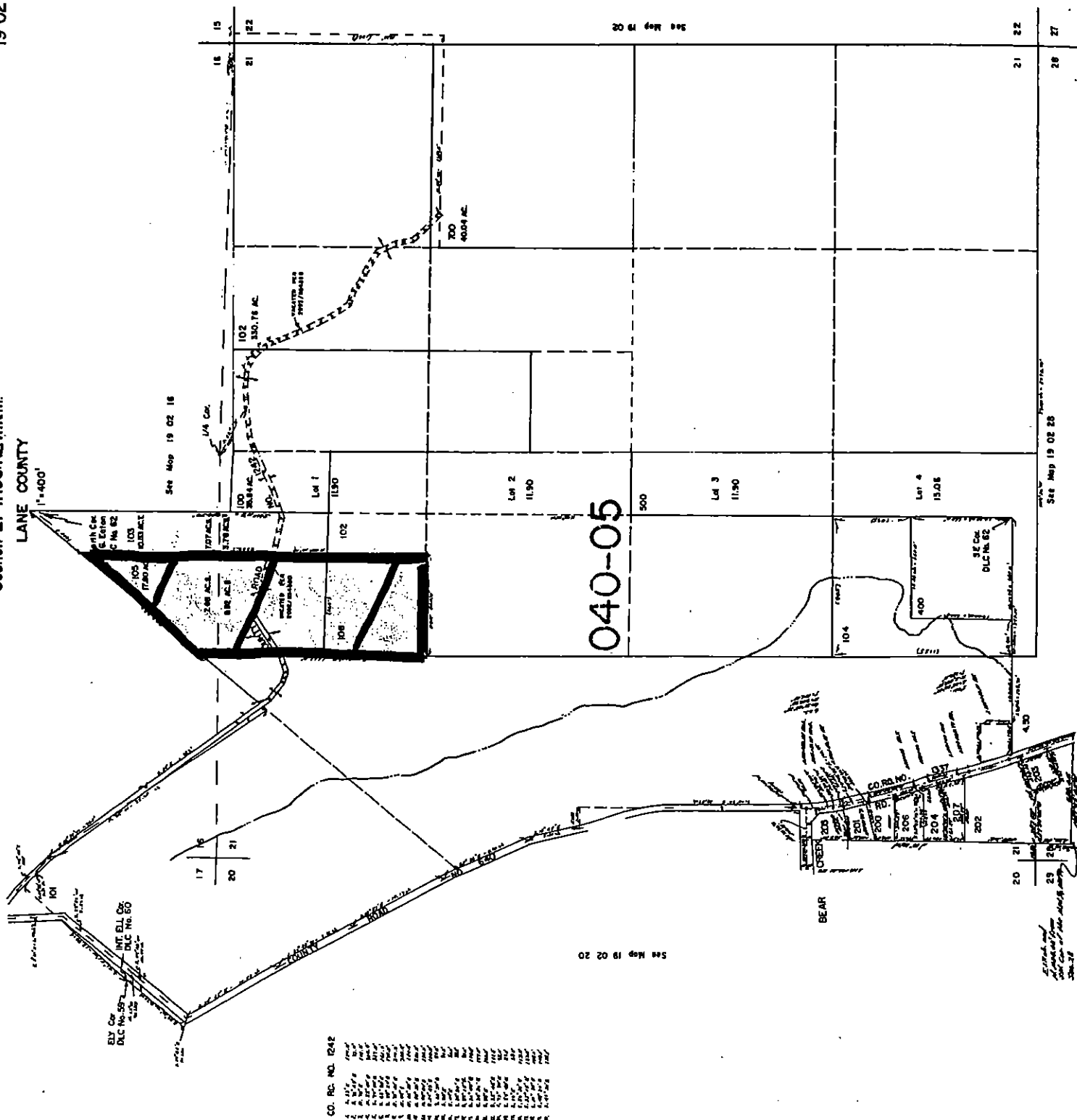
County of Cowlitz)

January 13, A.D. 1969. Personally appeared A. J. Sandoz who, being duly sworn, stated that he is the Manager of Woodlands of the Long-Bell Division of International Paper Company, the grantor corporation, that the seal affixed is the seal of said corporation and that this instrument was voluntarily signed and sealed in behalf of said corporation by authority of its board of directors.

Before me:



Milma R. Whitney
Notary Public in and for the State
of Washington



4-28-71

44682

BARGAIN & SALE DEED

PT 22936



FOR VALUE RECEIVED

WM. H. STRINGFIELD and MARY LEE STRINGFIELD, husband and wife

herein referred to as grantors, hereby grant, bargain, sell and convey unto

✓ BERNARD F. BERNHEIM and MARGARET F. BERNHEIM, husband and wife

herein referred to as grantees, the following described real property, with tenements, hereditaments and appurtenances, to wit:

Beginning at a point in the centerline of County Road Number 640 (Rogers Road), said point being 3,578.97 feet South 49 degrees 53' 15" East from the intersection of the centerline of said County Road Number 640 with the centerline of County Road Number 397 (Enterprise Road); running thence along the centerline of County Road Number 640, South 3 degrees 47' 35" East 475.0 feet; thence leaving said centerline North 39 degrees 21' 10" East 342.24 feet; thence North 49 degrees 53' 05" West 342.86 feet to the point of beginning, in Lane County, Oregon.

The true and actual consideration for this transfer is \$ other than moneyDated March 31 1971_____
(Seal)_____
(Seal)

William H. Stringfield
Mary Lee Stringfield
 (Seal) (Seal)

STATE OF OREGON, County of Lane, ss.

Personally appeared the above named

WM. H. STRINGFIELD and MARY LEE STRINGFIELD

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

Dated March 31 A.D. 1971My Commission Expires 10-18-73*Bertie C. Horner*
Notary Public for Oregon

44682

BARGAIN & SALE DEED

Pioneer

TITLE CO.

222 South Street - SUZUKI, OREGON

Oregon,
of Lane—ss.

J. M. Penfold, Director of the
 Department of Records and Elections,
 of the said County, do hereby
 certify that the within instrument was
 recorded at

: 28 APR 13 9

529 R

my OFFICIAL RECORDS.

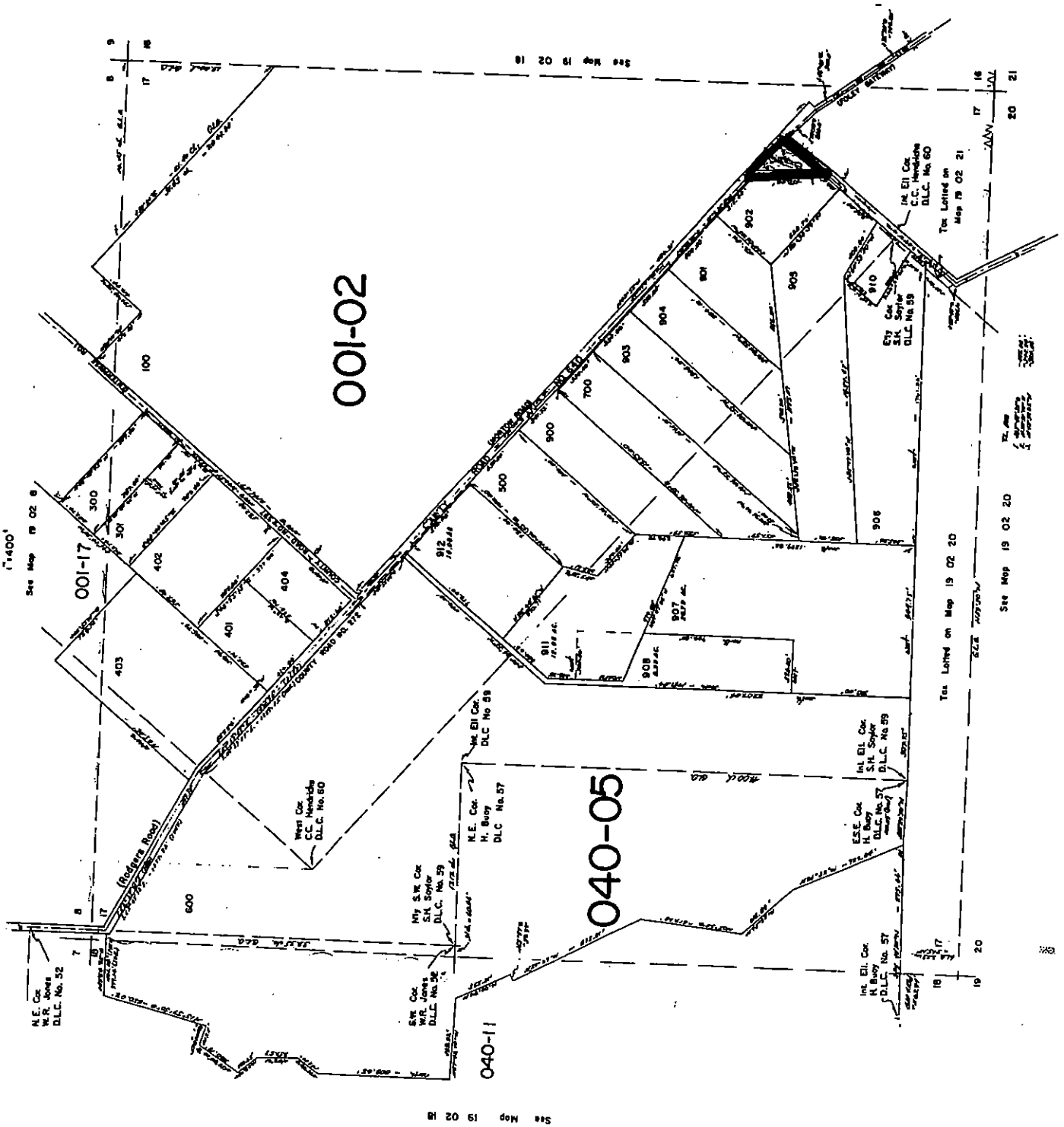
J. M. Penfold, Director of the
 Department of Records & Elections.

[Signature]
 Deputy

1-05

1.50

19 02 17



11-6-80 R1103

800

11-9-2-20

WARRANTY DEED

8056544

ROSS H. BRADFORD and NORMA L. BRADFORD,

grantor,

conveys to BERNARD F. BERNHEIM and MARGARET S. BERNHEIM

grantee, all that real property situated in the

County of Lane, State of Oregon, described as:

That portion of the following described parcel of land which lies Northeastly of the Northeastly right of way line of County Road No. 640; BEGINNING at a point in the center of the County Road 20.00 chains North and 18.29 chains South 89° 54' East from the Southwest corner of the William O. Eaton Donation Land Claim No. 62, Notification No. 6536, Township 19 South, Range 2 West of the Willamette Meridian; and run thence North 21.87 chains; thence North 89° 54' West 25.11 chains the West line of Lot 5, Section 20 said township and range; thence South along the West line of Lots 4 and 6 of said Section 20, 16.96 chains to a point 7.75 chains North of the North line of the Southwest quarter of the Southeast quarter of Section 20; thence West to the center of East branch of Bear Creek; thence Southerly along the center of said creek to the center of the County Road; thence Easterly along the center of said County Road to the point of beginning, all in Lane County, Oregon; EXCEPTING THEREFROM any portion which lies within that parcel of land described in document recorded June 15, 1976, Reel 799, Reception No. 7629550, Lane County Oregon Records.

and covenants that grantor is the owner of the above described property free of all encumbrances except easements and restrictions of record

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$1,000.00 *plus other property (or value) given or promised. (Delete if not applicable)

The foregoing recital of consideration is true as I verily believe.

DATED this 5th day of November, 19 80.

Ross H. Bradford

Norma L. Bradford

STATE OF OREGON, County of Lane ss. November 5, 19 80

Personally appeared the above named ROSS H. BRADFORD and NORMA L. BRADFORD

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

OFFICIAL SEAL

Before me:

C. Allen C. Danville
Notary Public for Oregon
My Commission Expires: 10-10-83

After recording return to:

Bernard F. and Margaret S. Bernheim
82581 North Rogers Road - F.O.B. 457
Creswell, Oregon 97426

Until a change is requested, send all tax statements to:

Bernard F. and Margaret S. Bernheim
82581 North Rogers Road - P.O. Box 487
Creswell, Oregon 97426

