



SUPPLEMENTAL INFORMATION SUBMITTED

Submitted on: 6-8-06 Taken By: SGS

SUPPLEMENTAL INFORMATION HAS BEEN RECEIVED BY THIS OFFICE IN REGARDS TO THE FOLLOWING:

BP# _____

PA# 067202

SP# _____

SI# _____

OTHER:

ML

Miller

Michael E. Farthing
Attorney at Law

Smeede Hotel Building
767 Willamette Street, Suite 203
Eugene, Oregon 97401
Office (541) 485-1141 – Fax (541) 485-1174
email - mefarthing@yahoo.com

June 8, 2007

06-08-07 10:42:42 RCVD

HAND DELIVERED

Lane County Board of Commissioners
% Kent Howe, Planning Director
Lane County Land Management Division
Lane County Courthouse/PSB
125 E. 8th Avenue
Eugene, OR 97401

Re: Clarification of Measure 37 Evaluation / Intended Use
Michael and Michelle Miller, Claimants
Map No. 17-02-19, Tax Lots 1100 and 1200
PA 06-7202

Dear Board:

At the June 5 Board of Commissioners' meeting, the Staff, both orally and in their written report, raised questions about the above-referenced claim. On behalf of my clients, Michael and Michelle Miller, I would like to respond to those issues with supplemental information and analysis of the reduction in value and the differences between the present EFU zoning requirements and those in place in 1995.

In their written report, the Staff recognized that at the time Claimants acquired the Subject Property, it was subject to a \$20,000 farm income requirement in order to lawfully establish a dwelling. Today, the property is subject to an \$80,000 income requirement in the EFU zone (LC 16.212). It is Claimants' belief that they can meet the \$20,000 income standard to establish a dwelling on the property. This is based on the fact that Mr. Miller assisted one of his neighbors in obtaining dwelling approval using the \$20,000 standard. And although, as Commissioner Stewart pointed out, there is no guarantee that the income test can be satisfied, Claimants are certain that under the new rules and regulations, which has an \$80,000 income test, it is impossible to meet this standard for a parcel that contains not more than 18 acres.

In its report, Staff stated:

"The E-40 zone has other special use permit provisions besides the income test

that allow for a dwelling in that zone. The Claimant has still not demonstrated how these additional provisions of the E-40 zone preclude the use of the property as it was when the Claimants acquired the property.”

It is our position that there are no other alternatives in LC 16.212(5) or (6) which would qualify the Subject Property for placement of a dwelling. RLID records indicate that the Subject Property consists of high value soils, being primarily 62% Cloquoto silt loam, 18% Newberg loam and 13% Camas gravelly sandy loam. Eighty percent of these soils are Class II soils, and are classified as high-value soils in OAR 660-033-010(8)(B). This means that under the provisions of either LC 16.212 (5), Allowable Residential Uses On High Value Farmland of Land That Is Not High Value Farmland, or LC 16.212(6), Allowable Residential Uses On High Value Farmland, Claimants would be unable to receive a special use permit under any of the alternatives to place a dwelling on their property. It is Claimants’ belief that the \$20,000 income test can be satisfied to establish one, if not two, dwellings on the Subject Property.

There are five different residential uses (a-e) allowed under subsection 5. Subsection (5)(a) and (5)(b) are for replacement dwellings and have no applicability because of the 18 acres outside the UGB is vacant. Subsection (5)(c) is for a relative of the farm operator and is not applicable because there is no farm operator. Subsection (5)(d) is a medical hardship dwelling and has no applicability in these circumstances. Subsection (5)(e) is another form of replacement dwelling (historic property) that has no relevance in this case. Therefore, none of the residential options in this section are available to the Claimants.

For subsection 6, there are six options for dwellings (a-f). Subsection (6)(a) is the \$80,000 income dwelling for which a waiver is being sought. Subsection (6)(b) is for an “accessory farm dwelling” which is only allowed if there is a primary farm dwelling. This is not available since there is no primary farm dwelling. Subsection (6)(c) is for land located east of the Coastal Range but in soils that are predominately Clan IV through VIII which is not applicable in this case. Subsection (6)(d) is for land located west of the Coast Range and clearly is not applicable. Subsection (6)(e) is for a dwelling in conjunction with a commercial dairy farmland which, of course, is not present on this property. Subsection (6)(f) is another form of the \$80,000 requirement for which the waiver is sought. None of these alternatives are available to the Claimants in these circumstances.

The loss in value has previously been discussed in our May 18 submittal. It is still our position that the Subject Property is worth \$550,000. This value is derived from the attached statement prepared by Mike Miller, who is a licensed real estate broker. In discussion this with Mr. Miller, he has clarified this determination by stating it relies on the fact that a portion of the property is inside the Urban Growth Boundary and is improved with a dwelling, which Claimants currently occupy. This portion of the Subject Property consists of approximately two acres and is

Lane County Board of Commissioners
% Kent Howe, Planning Director
June 8, 2007
Page 3

subject to zoning and land use regulations specified in the Springfield Development Code. Mr. Miller believes this portion of the property inside the UGB is valued at \$350,000, while the vacant farm land, (18 acres) is worth \$200,000 (\$550,000 - \$350,000). The zoning designation of the entire site has not changed since the time Claimants acquired the property and therefore, Claimants have not benefitted from, nor have they established reduction in value, as a result of the current zoning for the property within the UGB. See detailed map of the Subject Property, attached as Exhibit "A".

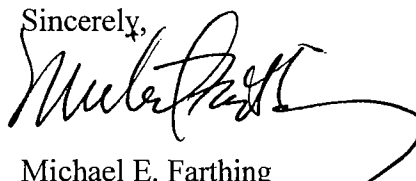
The land use regulations enacted after the date of acquisition have affected the area north of the UGB and it is this portion of the Subject Property, and not the area inside the UGB, that is the subject of this claim. We strongly believe that there has been a loss in value due to the imposition of the regulations imposed onto the Subject Property after Claimants acquired it in 1995. The \$80,000 income test is impossible to satisfy given the size of the property alone. Claimants are unable to improve the portion of the property that is designated farm land with a dwelling, which they believe they could have done at the time they purchased the property and the \$20,000 income requirement was in place.

If Claimants could establish two new river front dwellings on what is now vacant farm land after satisfying the \$20,000 income test, each new lot is valued at \$475,000. See comparable sales attached with May 18 submittal as Exhibit "D". The value of two new lots created from vacant farm land, each with the capability to place a dwelling upon, is \$950,000. The current value of the land lying north of the UGB (\$200,000) is subtracted from the potential value of the property (\$950,000) to arrive at a loss in value of \$750,000. This value is entirely based on the possibility that Claimants could create two new homesites on what is now vacant farm land. The value of the area inside the UGB has no effect of the calculation of this value.

What is evident is that Claimants are subject to land use regulations that are more strict and difficult to satisfy now, than when they acquired the property. They should be compensated for this imposition and in lieu of monetary compensation, Claimants request waiver of the current \$80,000 income standard. We have shown that Claimants are subject to at least \$1 loss in compensation and they deserve the right to utilize the land, which is capable of producing \$20,000, to place at least one farm dwelling on this portion of the property.

We look forward to the June 20 hearing. Until then, please call with your questions and comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Farthing", with a long, sweeping horizontal line extending to the right.

Michael E. Farthing

MEF/kt
Enclosure
cc: Mike and Michelle Miller (w/ encl)

SUPPLEMENTAL INFORMATION (UNCLASSIFIED)

Information on: 100-100000

Enter name of person or entity and the type of information requested in the following:

BP#

RA#

SP#

SI#

OTHER:

100

100-100000



COMMENTS/TESTIMONY FOR MEASURE 37 CLAIMS

No development will be approved at the public hearing

Name: MARTHA B. MOULTON

Address: P.O. Box 624, Pleasant Hill, OR 97455

Distance from property: ZERO - I'M OWNER PA #: 06-7250

Do you wish to receive notice of future land use applications for this property? ☒ YES ☐ NO

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 or a family member 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 Measure 37 and LC 2.710.

Testimony regarding this Measure 37 claim should be limited to evidence addressing the three issues outlined above. Issues regarding water, traffic, septic or other concerns not related to the Measure 37 criteria may be addressed once a land use application is submitted. If the Board of County Commissioners determines this is a valid claim, the claimant may submit a land use application to develop the property at a later date. Notice regarding a land use application to develop the property will be sent at that time to all who submit testimony during the Measure 37 claim proceeding or request such notice in writing.

Your testimony can be submitted by email, in writing or in person at the hearing, but should address these specific areas. Attach additional pages if needed.

1. Continuous ownership by the present owner or family members and the restrictive county land use regulations enacted or enforced since the property was acquired.

LAND SALE CONTRACT, DATED MARCH 30TH, 1979, DEPICTS ACTUAL DATE OF ACQUISITION BY MARTHA B. MOULTON. PREVIOUSLY, DATE OF ACQUISITION WAS LISTED AS

2. The alleged reduction in fair market value resulting from enforcement of restrictive land use regulations.

3. Whether the restrictive land use regulations are exempt from Measure 37 claims.

4. Other comments.

NOV. 21, 1979, AS SHOWN ON CORRECTED MEMORANDUM OF CONTRACT. (ORIGINAL DESCRIPTION WAS IN ERROR; HENCE, THE "CORRECTED MEMORANDUM") PLEASE CHANGE DATE OF ACQUISITION TO MARCH 30, 1979.

COU DTY

After recording return to

Handwritten return address

NAME, ADDRESS, ZIP

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

Martha B. Moulton

P.O. Box 624

Pleasant Hill, OR 97455

NAME, ADDRESS, ZIP

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

8 FEB 85 11: 50

Reel

1335R

Lane County OFFICIAL Records,
Lane County Clerk

Deputy

Handwritten signature

Handwritten "400"

WARRANTY DEED STATUTORY FORM

SYLVESTER PRODEN and OLGA V. PRODEN, husband and wife

Grantor

conveys and warrants to MARTHA B. MOULTON

Grantee the following described real property free of encumbrances, except as specifically set forth herein.

8504338

Beginning at a point 3978.78 feet East and 1464.58 feet South of the Northwest corner of the Abel K. Bristow Donation Land Claim No. 67, Township 18 South, Range 2 West, Willamette Meridian; thence North a distance of 314.86 feet; thence East a distance of 1410.34 feet to the East line of said D.L.C. No. 67; thence S 88° 27' 18" E along said East line a distance of 574.88 feet; thence West a distance of 935 feet, more or less, to the center of Alder Creek; thence Northwesterly along the center of Alder Creek to a point due East of the Point of Beginning; thence West a distance of 350 feet, more or less, to the point of beginning, containing 15.14 acres, more or less, all in Lane County, Oregon.

6528A001 02/08/85LETC
0004

4.00

(IF INSUFFICIENT SPACE, CONTINUE DESCRIPTION OF PROPERTY ON SEPARATE PAGE)

The said property is free from all encumbrances except easements, reservations and restrictions of record.

true consideration for this conveyance is \$60,560.00

Dated NOVEMBER 21 1979

Handwritten signatures of Sylvester Proden and Olga V. Proden

STATE OF OREGON, County of Lane, ss.

SYLVESTER PRODEN and OLGA V. PRODEN

Personally appeared the above named

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

Dated 11-28-79 A.D. 1979

Notary Public for Oregon

12-14-81 EXPIRES

My Commission Expires

CASCADE TITLE COMPANY

1075 Oak Street, Eugene

Form No. 107

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES

OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON

1 304 284

OLD NUMBER		ACCOUNT NUMBER	
TAX LOT		SECTION 36	
MAP NO. 18 02 36	PARCEL NO. 302	TOWNSHIP 18 S.	RANGE 2 W W.M.
INDENT EACH NEW COURSE TO THIS POINT	LEGAL DESCRIPTION	DEED RECORD	
		DATE OF ENTRY	DEED NUMBER
	Beginning at a point 3978.78 ft East and 1464.58 1980 R1043/73995 ft South of the NW corner of the Abel K Bristow DLC #67, T 18 S, R 2 W, WM; thence North a distance of 314.86 ft; thence East a distance of 1310.34 ft to the East line of said DLC #67; thence S 00°29'28" E along said East line a distance of 574.88 ft; thence West a distance of 935 ft, more or less, to the center of Alder Creek; thence Northwesterly along the center of Alder Creek to a point due East of the point of beginning; thence West a distance of 350 ft, more or less, to the Point of Beginning, all in Lane County, Oregon.	1985	R1335/85-04368
	cont m/1		14.05

FOR ASSESSMENT
AND TAXATION
USE ONLY

CORRECTED MEMORANDUM OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that on the 30th day of March, 1979, SYLVESTER PRODEN and OLGA V. PRODEN, husband and wife, as Vendors, and MARTHA B. MOULTON, as Vendee, made and entered into a certain Land Sale Contract wherein Vendors agreed to sell to Vendee, and Vendee agreed to purchase from Vendors, property which is correctly described as follows:

Beginning at a point 3978.78 feet East and 1464.58 feet South of the Northwest corner of the Abel K. Bristow Donation Land Claim No. 67, Township 18 South, Range 2 West, Willamette Meridian; thence North a distance of 314.86 feet; thence East a distance of 1310.34 feet to the East line of said D.L.C. No. 67; thence S 00° 29' 28" E along said East line a distance of 574.88 feet; thence West a distance of 935 feet, more or less, to the center of Alder Creek; thence Northwesterly along the center of Alder Creek to a point due East of the Point of Beginning; thence West a distance of 350 feet, more or less, to the Point of Beginning, containing 15.14 acres, more or less, all in Lane County, Oregon.

It is understood that the original description as evidenced in the aforementioned Land Sale Contract and in the original Memorandum thereof, recorded on March 30, 1979, Reel 983, Reception No. 79-18020, was in error and is hereby corrected.

The true and actual consideration this transfer is \$60,560.00.

IN WITNESS WHEREOF, the parties have executed this agreement this 21st day of November, 1979.

Sylvester Proden
Sylvester Proden
Olga V. Proden
Olga V. Proden

Martha B. Moulton
Martha B. Moulton

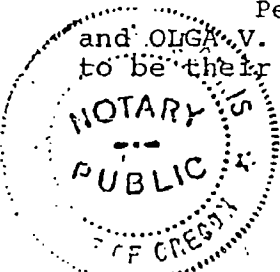
B 3 * 4405819 00007.00

STATE OF OREGON, County of Lane, ss.

Personally appeared the above named SYLVESTER PRODEN and OLGA V. PRODEN, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

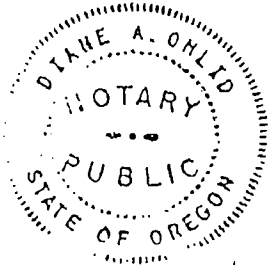
George A. Moulton
NOTARY PUBLIC FOR OREGON

My Commission Expires: 12-14-81



STATE OF OREGON, County of Lane, ss.

Personally appeared the above named MARTHA B. MOULTON and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



Diane A. Ohlido
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-28-33

7973995

State of Oregon,
County of Lane—ss.

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

14 DEC 79 13: 28

Reel
1043R

Lane County OFFICIAL Records.

D.M. Penfold, Director of the Department of General Services.

By *Salvadoro*
Deputy

C30-53

COPY

LAND SALE CONTRACT

THIS AGREEMENT, made and entered into this 30th day of MARCH, 1979, by and between SYLVESTER PRODEN and OLGA V. PRODEN, husband and wife, hereinafter referred to as "Sellers", and MARTHA B. MOULTON, hereinafter referred to as "Buyer";

W I T N E S S E T H :

1. DESCRIPTION OF PROPERTY. Sellers agree to sell and Buyer agrees to purchase that certain real property situated in Lane County, Oregon, described as follows:

Beginning at a point 59.83 chains East and 17.42 chains South of the Northwest corner of the Abel K. Bristow Donation Land Claim No. 67, in Township 18 South, Range 2 West of the Willamette Meridian; thence South 8.71 chains; thence East 20.71 chains to the East line of said claim; thence North 8.71 chains; thence West parallel to the North line of the claim, 20.71 chains to the place of beginning, in Lane County, Oregon.

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

P.O. Box 633
Pleasant Hill, Or. 97461

3. PURCHASE PRICE AND PAYMENT TERMS. The purchase price of the property, which Buyer agrees to pay, in the sum of SIXTY THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$60,560.00), shall be payable as follows:

a. As down payment, the sum of Seventeen Thousand

Dollars (\$17,000.00); Five Hundred Dollars (\$500.00) of which has been deposited as earnest money, and Sixteen Thousand Five Hundred Dollars (\$16,500.00) of which is to be paid upon the execution of this agreement;

b. The remaining balance of the purchase price, amounting to Forty Three Thousand Five Hundred Sixty Dollars (\$43,560.00), shall be paid in annual installments of at least Five Thousand Dollars (\$5,000.00), including interest on the unpaid balance at the rate of nine percent (9%) per annum; the first of such installments to be paid on the 15th day of April, 1980, and subsequent installments to be paid on the same day of each year thereafter until the 15th day of April, 1984, at which time the entire purchase price, including both principal and interest, shall be due and payable.

4. INTEREST. The unpaid balance of the purchase price shall bear interest at the rate of nine percent (9%) per annum, and said interest shall commence on the 1st day of APRIL, 1979. All payments shall be applied first to the payment of interest and then to the payment of principal.

5. PREPAYMENT PRIVILEGES. Buyer shall have the privilege of increasing any annual payment or prepaying the whole consideration at any time, provided that no additional payments shall be credited as regular future payments nor excuse Buyer from making the regular annual payments provided for herein; and provided, however, that Buyer shall make no additional payment in the calendar year 1979, with the intent of the parties being that of allowing Sellers installment sale benefits for income tax purposes.

6. TAXES. All taxes levied against the above described property for the current tax year shall be prorated between the parties as

of the 1st day of April, 1979. Buyer agrees to pay all taxes hereafter levied against the above described property and all governmental liens and assessments which hereafter may be lawfully imposed upon the property, all promptly and before the same or any part thereof becomes past due. Buyer shall annually submit evidence of tax payment to the Sellers.

7. POSSESSION. Buyer shall be entitled to possession of the premises as of the 1st day of April, 1979.

8. PERSONAL PROPERTY. The purchase price of the property also includes personal property consisting of 360 feet of 4" irrigation pipe and fittings, and 240 feet of 3" irrigation pipe and fittings. Sellers hereby transfer personal property title to Buyer; and Buyer accepts the same "AS IS". Sellers waive any lien or security interest in the personal property, which shall not be security for the contract price.

9. TITLE. Sellers covenant ownership of the premises in fee simple of encumbrances except matters described in Exhibit "A" attached hereto and by this reference incorporated herein.

10. TITLE INSURANCE. Promptly after closing, Sellers shall furnish a standard purchaser's title insurance policy in the amount of the purchase price, insuring marketable title free from encumbrances except as permitted in this agreement and created by Buyer.

11. CONVEYANCE AND ESCROW. As soon as practicable following

the execution of this agreement, Sellers shall deliver into collection escrow to Lane Escrow & Title Company, 1633 Willamette Street, Eugene, Oregon, the following documents:

a. A Warranty Deed to the property executed by the Sellers with Buyer as Grantee, conveying the property free and clear of all encumbrances except those permitted in this contract; and excepting any ~~encumbrances or other interests created or permitted~~ by Buyer subsequent to the date of this agreement;

b. An executed copy of this Contract; and

c. A Memorandum of Contract.

The parties hereto hereby instruct said escrow agent to receive for the Sellers' account the balance of the installment payments provided for herein. The escrow agent shall deduct its collection charges and disburse the net proceeds of said payments as the Sellers' shall direct.

The parties shall share equally the cost of setting up the escrow account, the collection costs incurred thereafter and the cost of Buyer's attorney's fees incurred for the preparation of this document.

Upon full payment of principal and interest provided for herein, and full compliance by the Buyer with all other terms of this agreement, the escrow agent shall deliver the instruments specified above to the Buyer or Buyer's successors in interest.

12. DEFAULT PROVISIONS. Time is of the essence of this agreement. A default shall occur if Buyer shall fail to make any payments due on this contract as required within ten (10) days after the same

become due and payable; or in the event Buyer shall fail to comply with any other term or condition of this contract within thirty (30) days from receipt of written notice of such noncompliance, then, and in any of such events, the Buyer shall be in default. Buyer shall only be entitled, however, to ten (10) days written notice in the event a default is for failure to make payment.

~~Notice for this purpose shall be deemed to have been given by~~
the deposit in the mails of a certified letter containing said notice and addressed to the Buyer at such address as she shall provide to Sellers at the time of closing herein, or such subsequent address as she shall furnish to the Sellers.

Upon default, Sellers shall have the options to declare the entire unpaid balance of the purchase price immediately due and payable; to foreclose this contract in equity by a suit for strict foreclosure; to commence a suit for specific performance; or to pursue any other rights and remedies available to Sellers at law or in equity. The above remedies of the Sellers shall not be deemed to be exclusive of each other or an election of remedies by the Sellers.

13. ATTORNEY'S FEES. In the event suit or action is taken to enforce any of the terms of this agreement, the prevailing party shall be entitled to such sum as the court in said suit or action shall deem reasonable as attorney's fees, and in the event that an appeal is taken from the decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorney's fees.

14. GENERAL PROVISIONS. This contract embodies the entire agreement of the parties with respect to the transaction herein set out and there shall be no modification or alteration of the same unless it be in writing subscribed to by all the parties hereto.

Buyer certifies that this contract of purchase is accepted and executed on the basis of her own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made by the Sellers or by any agent of Sellers to influence her judgment; that no agreement or promise to alter, repair or improve the premises has been made by Sellers or by any agent of Sellers; and the Buyer takes the property in the condition existing at the time of this agreement.

Failure by Sellers at any time to require performance of any of the provisions of this agreement by Buyer shall in no way affect the Sellers right hereunder to enforce the same, nor shall any waiver by Sellers of any breach hereof be deemed to be a waiver of any succeeding breach or a waiver of this non-waiver provision.

This contract shall be binding upon and inure to the benefit of the parties, their successors and assigns, but no interest of Buyer shall be assigned, subcontracted or otherwise transferred, voluntarily or involuntarily, without the written consent of Sellers; which consent shall not be unreasonably withheld. Consent by Sellers to one transfer shall not constitute consent to other transfers or a waiver of this provision.

The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of

the parties, their heirs, successors, administrators, executors and assigns provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

15. ADVANCE BY SELLERS: It is agreed by Buyer that, should Sellers at any time be required to advance money for the payment of any taxes, liens, or assessments, either at the request of the Buyer, or otherwise, Sellers shall be entitled to have these sums paid back to them by Buyer within ten (10) days after giving Buyer notice of such payment. Failure to repay Sellers within ten (10) days of any payment made by Sellers under this clause shall constitute a default and shall have the same effect as failure to timely make the annual installments provided for herein.

16. PREPARATION OF CONTRACT. The parties acknowledge that this contractual agreement was prepared on behalf of Buyer by Lee A. Omlid, Attorney at Law, 183 East 12th, Eugene, Oregon, and that attorney Omlid represents the Buyer only. Sellers acknowledge that they have been advised to seek legal advice from their own attorney should any questions arise regarding this instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

SELLERS:

Sylvester Proden
Sylvester Proden

Olga V. Proden
Olga V. Proden

BUYER:

Martha B. Moulton
Martha B. Moulton

STATE OF OREGON)
) ss.
County of Lane)

Personally appeared the above named SYLVESTER PRODEN
and OLGA V. PRODEN, as Sellers, and acknowledged the foregoing
instrument to be their voluntary act and deed. Before me:

Mabel Hoffman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-23-82

STATE OF OREGON)
) ss.
County of Lane)

Personally appeared the above named MARTHA B. MOULTON
and acknowledged the foregoing instrument to be her voluntary
act and deed. Before me:

Mabel Hoffman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4-23-82



SAFECO

SAFECO TITLE INSURANCE COMPANY OF OREGON

Office 190 E. 11th-Eugene
Ph. 485-3588

REPORT NO. 161,338 MLC

PRELIMINARY REPORT FOR:

Safeco Title
190 E. 11th
Eugene, Oregon

Standard Owners	\$	Prem. \$
Standard Purchasers	\$ 60,000.00	Prem. \$ 250.00
Standard Lenders	\$	Prem. \$
ALTA Lenders	\$	Prem. \$

Attn: Mabel 3113-78

We are prepared to issue a title insurance policy in the form and amount shown above insuring the title to the following described land:

ATTACHED HERETO

Vestee: SYLVESTER PRODEN also known as SYLVESTER PRODAN and OLGA V. PRODEN, also known as OLGA V. PRODAN, husband and wife, as tenants by entirety.

Dated as of January 2, 1979 at 8:00 a.m.

SAFECO TITLE INSURANCE COMPANY
OF OREGON

By

M. L. Combs

Title Officer

Murray L. Combs

Subject to the printed exceptions, exclusions and stipulations which are part of said policy, and to the following:

1. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Middle Fork, Willamette River.

2. An easement created by instrument, including the terms and provisions thereof

Recorded: October 12, 1897

Volume 44, Page 251

Lane County Oregon Official Records

In Favor of: Almira K. Bristow

For: Right of way with suitable gateway

Affects: The West 20 feet of a portion of said land

3. The terms and provisions of the Articles of Incorporation of the Willamette-Alder Creek Improvement District, recorded August 7, 1956, as Recorder's Reception No. 91638, Lane County Oregon Official Records.

4. An easement created by instrument, including the terms and provisions thereof

Recorded: August 5, 1958

Recorder's Reception No: 47353
Lane County Oregon Official Records
In Favor of: Willamette-Alder Creek Improvement District
For: bank protection and/or a channel improvement and
rectification project including all appurtenances thereto,
together with any enlargement or reconstruction thereof
Affects: The location is not set out therein

NOTE: Taxes #18 02 36 300 1-10, 1978-79 (\$962.17) PAID
(Account No. 577724)

NOTE: A judgment search has been made on Martha B. Moulton
and we find none.

NOTE: We find no record access to the herein described land.

MLC:gf

cc: (1) Dean Eriksen Attn: Jim
cc: (2) Safeco - Mabel
cc: (1) Lee Omlid, Atty.