



## Lane County

LAND MANAGEMENT DIVISION  
125 EAST 8<sup>TH</sup> AVENUE  
EUGENE, OREGON 97401

PHONE: 541-682-3823  
FAX: 541-682-3947

T. J. d.

### AGENDA COVER MEMO

MEMO DATE: October 31, 2005

AGENDA DATE: November 8, 2005

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 (PA05-5587, Francis Gabrielson)

#### I. MOTION

Move to require an appraisal to determine if the land use regulations have reduced the fair market value.

#### 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 Francis Gabrielson to use the property for a use permitted at the time he acquired the property?

#### III. DISCUSSION

##### A. Background

Applicant: Francis Gabrielson

Current Owner: Francis Gabrielson, 3330 East Howe Lane County, Creswell OR 97426

Agent: None

Legal Description of Property: 19-03-27 #1101

Acreage: 15.82 acres

Current Zoning: E-30 (Exclusive Farm Use)

Date Property Acquired: August 2, 1972

Land Use Regulations in Effect at Date of Acquisition: Lane Code Chapter 13

County land use regulation which restricts the use and reduces the fair market value of claimant's property: LC 16.212 Exclusive Farm Use (E-30) Zone

**Specific Relief Sought:** On May 5, 2005, the applicant submitted a "written demand for compensation as expressed in Section 4 of the measure's text." On July 27, 2005, the applicant submitted additional information regarding his request. He wants to divide the land so the two existing dwellings are on separate 5 acre parcels, and the remaining 5 acres "be available and approved for future development". He has not identified the future development.

#### **B. Lane Code Submittal Requirements**

The applicant has paid the processing fee and submitted evidence in support of his claim. He has not submitted an appraisal. Instead, the applicant has submitted an analysis of the average assessed value of "appropriately sized parcels" within Sections 26 and 27, in Township 19, Range 3, with reference to the submittal of comparable information in the Gee and Tendick claims. The applicant's property is in Section 27. According to the applicant, the reduction of assessed value is \$603,929.

#### **C. Analysis**

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.

If a reduction in fair market value has been established, the County has two options:

4. Compensate the land owner for the loss of fair market value, or
5. Waive the restrictive county land use regulations. The regulations can only be waived to allow a use permitted when the current owner acquired the property.

Regarding #1, the property contains 15 acres and two dwellings. The applicant wants to divide the property so each dwelling is on a 5 acre parcel, and the remainder is vacant. The applicant is prevented from dividing the land because of the minimum parcel size required by LC 16.212(9)(a). The property is zoned E-30, and the minimum parcel size is 30 acres. This minimum parcel size did not exist on August 2, 1972 when he acquired the property.

Regarding #2, the Board must decide if an appraisal is needed. Instead of an appraisal, the applicant has submitted an analysis of the average assessed value of "appropriately sized parcels" in Sections 26 and 27, within Township 19, Range 3. The applicant's property is in Section 27. According to the applicant, the reduction of assessed value is \$603,929. Is this adequate evidence to show the minimum parcel size of the E-30 zone has lowered the fair market value? To date, the applicant has not shown the current

parcel, containing two dwellings on a 15 acre parcel, has a lower fair market value than three parcels of five acres each.

Regarding #3, the E-30 minimum parcel size and dwelling restrictions do not appear to be exempt regulations described in Measure 37 or LC 2.710.

#### **D. Conclusion/County Administrator Recommendation**

The applicant is alleging a reduction of fair market value of \$603,929, based on the assessed value of nearby properties. Without an actual appraisal analysis, however, there is insufficient evidence to show a reduction in fair market value.

The County Administrator recommends the Board require an appraisal to determine if the restrictive E-30 land use regulations have reduced the fair market value, as required by LC 2.740.

#### **IV. ALTERNATIVES/OPTIONS**

The Board has three options:

1. Require an appraisal to determine if a restrictive land use regulation has caused a reduction of fair market value.
2. Conclude the application is not a valid claim and direct the issuance of a final written decision by the County Administrator denying the Claim.
3. Determine the application appears valid and direct staff to draft an order to that effect for final Board action.

#### **V. ATTACHMENTS**


- A. Written claim dated May 4, 2005
- B. Written statement dated June 22, 2005.
- C. Warranty Deed dated August 2, 1972.

May 4, 2005

PA055587

To: Lane County Planning Department

Under the provisions of ORS Chapter 197 as revised by passage of Ballot Measure 37, the County is hereby given written demand for compensation as expressed in Section 4 of the measure's text, on property designated Map #19 03 27 00 01101. Review of County's records will confirm continuous ownership prior to any zoning.

  
Francis H. Gabrielson  
33330 East Howe Lane  
Creswell, OR 97426  
(541) 895-5902

Received by: 

Date Received: \_\_\_\_\_

June 22, 2005

William A. Van Vactor  
Lane County Administrator

Dear Mr. Van Vactor,

The following values and methodology have been deemed sufficient in lieu of an appraisal by Lane County when a waiver is an inevitable conclusion within the scope of my Measure 37 claim. Therefore, I submit this as evidence as to the validity of my claim. As previously (Gee-Tendick Claims), I've utilized market values for the land as assessed by the County Department of Assessment and Taxation of appropriately sized parcels encompassing my tax section (19-03-27) and the neighboring section (19-03-26) and have averaged each to calculate a per acre value for each of the eighty-two (82) properties. (See attached)

The market value of my 15.82 acres is currently assessed at \$163,863.00 averaging \$10,358.00 per acre. To illustrate the reduction of my property's market value, a simple comparative view of the average per acre price projected upon my property reduced by its current market value is shown below:

Total Averages	#Properties	Property Type	Per Acre Price
\$3,813,601.00	82	All Parcels	\$46,507.00

Projected:  $\$46,507 \times 15.82 = \$735,741 - \$163,863 = \$571,878$  lost value

\$2,382,605.00	65	1-8 Acres	\$36,655.00
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Projected:  $\$36,655 \times 15.82 = \$579,882 - \$163,863 = \$416,019$  lost value

\$3,639,946.00	75	w/Residences	\$48,533.00
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Projected:  $\$48,533 \times 15.8 = \$767,792 - \$163,863 = \$603,929$  lost value

I believe the above comparative analysis of the evidence shows the reduction in market value of my property as a result of the regulatory restraints currently imposed. The criteria needed as specified in L.C. 2.740 to qualify for consideration having been met.

The current zoning imposed upon my property is EFU-30 although the property is only 15.83 acres in size. At this time, two separate residences exist which were lawfully established prior to any zoning. The specific relief being sought by my claim is that Lane County modify, remove or not to apply the land use regulations that currently restrict further development; i.e. L.C. 16.212; to allow a use permitted at the time the property was acquired, un-zoned; subject to L.C. Chapter 13 regulated subdivisions.

Respectfully,

Francis "Butch" Gabrielson  
33330 Howe Lane  
Creswell, OR 97426  
(541) 895-3171

Map Lot Number 19-03-26	Acreage	Assessed Land Market Value	Averaged Per Acre Value	Residence
100	1.91	\$98,870.00	\$51,764.00	Yes
200	1.91	\$92,576.00	\$48,469.00	Yes
300	1.91	\$92,576.00	\$48,469.00	Yes
400	1.53	\$27,414.00	\$17,917.00	No
498	1.91	\$69,016.00	\$36,134.00	Yes
499	1.91	\$41,490.00	\$21,685.00	Yes
500	5.14	\$128,804.00	\$25,059.00	Yes
601	1.51	\$56,684.00	\$37,539.00	No
1100	1.95	\$94,783.00	\$48,606.00	Yes
1200	0.45	\$44,470.00	\$98,822.00	Yes
1201	0.51	\$68,485.00	\$128,402.00	Yes
1202	0.81	\$77,181.00	\$95,285.00	Yes
1300	1.46	\$89,370.00	\$61,212.00	Yes
1400	0.75	\$75,012.00	\$100,016.00	Yes
1401	0.64	\$70,782.00	\$110,596.00	Yes
1500	0.54	\$64,888.00	\$120,162.00	Yes
1600	1.89	\$66,925.00	\$35,410.00	Yes
1601	0.49	\$64,914.00	\$132,478.00	Yes
1700	2.06	\$44,625.00	\$21,662.00	No
1800	2.06	\$66,571.00	\$32,316.00	Yes
1900	1.06	\$91,005.00	\$85,853.00	Yes
2000	2.28	\$77,012.00	\$33,777.00	Yes
2100	1.58	\$96,430.00	\$61,031.00	Yes
2300	2.30	\$90,665.00	\$39,420.00	Yes
2400	4.98	\$65,628.00	\$13,178.00	Yes
2401	5.36	\$97,807.00	\$18,248.00	Yes
2500	3.44	\$96,287.00	\$27,990.00	Yes
2600	4.12	\$123,976.00	\$30,019.00	Yes
2700	1.23	\$88,032.00	\$71,570.00	Yes
2701	0.98	\$82,840.00	\$84,530.00	Yes
2800	1.56	\$82,113.00	\$52,636.00	Yes
2900	1.14	\$48,870.00	\$42,868.00	Yes
3000	1.22	\$72,184.00	\$59,167.00	Yes
3300	2.74	\$72,338.00	\$26,400.00	Yes
3301	2.31	\$69,638.00	\$30,146.00	Yes
3400	2.84	\$102,286.00	\$36,016.00	Yes
3500	3.30	\$104,842.00	\$31,770.00	Yes
3600	3.82	\$111,617.00	\$29,219.00	Yes
3700	2.88	\$100,844.00	\$35,015.00	Yes
3701	1.01	\$78,038.00	\$77,265.00	Yes
3800	3.83	\$74,909.00	\$19,060.00	Yes
3900	3.94	\$121,535.00	\$30,846.00	Yes
4001	3.30	\$112,760.00	\$34,170.00	Yes
4100	3.82	\$119,497.00	\$31,282.00	Yes
4200	3.89	\$120,329.00	\$30,933.00	Yes
4300	2.67	\$65,117.00	\$24,388.00	No
4301	1.22	\$67,624.00	\$55,430.00	Yes
4401	2.92	\$41,769.00	\$14,304.00	Yes
4500	3.82	\$119,497.00	\$31,282.00	Yes
4602	5.84	\$29,048.00	\$4,974.00	Yes
4700	3.05	\$80,002.00	\$26,230.00	Yes
4800	6.10	\$71,977.00	\$11,800.00	Yes

<b>Map Lot Number 19-03-26</b>	<b>Acreage</b>	<b>Assessed Land Market Value</b>	<b>Averaged Per Acre Value</b>	<b>Residence</b>
4900	4.85	\$21,230.00	\$4,377.00	No
5100	4.18	\$99,027.00	\$23,690.00	Yes
5201	0.97	\$76,921.00	\$79,300.00	Yes
5202	1.38	\$89,113.00	\$60,226.00	Yes
5300	0.86	\$46,728.00	\$54,334.00	Yes
5301	1.05	\$77,012.00	\$73,344.00	Yes
5302	1.82	\$86,954.00	\$47,777.00	Yes
5303	6.92	\$117,307.00	\$16,952.00	Yes
5304	1.55	\$45,184.00	\$29,151.00	No
5600	2.15	\$46,599.00	\$21,674.00	Yes
5700	0.94	\$81,632.00	\$86,842.00	Yes
5800	1.27	\$88,539.00	\$69,716.00	Yes
5801	0.60	\$69,016.00	\$115,027.00	Yes
5900	0.94	\$36,304.00	\$38,621.00	No
5901	0.94	\$57,982.00	\$61,683.00	Yes
6000	1.22	\$82,008.00	\$67,220.00	Yes
6001	0.96	\$82,205.00	\$85,630.00	Yes
6002	0.96	\$82,205.00	\$85,630.00	Yes
6003	1.14	\$68,107.00	\$59,743.00	Yes
6004	0.97	\$47,456.00	\$48,923.00	Yes
6300	7.28	\$151,627.00	\$20,828.00	Yes
6301	2.94	\$95,872.00	\$32,609.00	Yes
6302	5.12	\$137,891.00	\$26,932.00	Yes
6303	5.00	\$105,744.00	\$21,149.00	Yes

<b>Map Lot Number 19-03-27</b>	<b>Acreage</b>	<b>Assessed Land Market Value</b>	<b>Average Per Acre Value</b>	<b>Residence</b>
100	8.36	\$145,633.00	\$17,420.00	Yes
500	2.00	\$65,213.00	\$32,606.00	Yes
600	1.81	\$55,205.00	\$30,500.00	Yes
600-402	1.97	\$59,812.00	\$30,361.00	Yes
601	1.74	\$83,839.00	\$48,183.00	Yes
900	7.88	\$134,956.00	\$17,126.00	Yes
1500	1.00	\$48,234.00	\$48,234.00	Yes



8203676

## WARRANTY DEED

S/Leo #10395 C.

FOR VALUE RECEIVED

E. ANN. NEWTON

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

FRANCIS H. GABRIELSON and BARBARA E. GABRIELSON, husband and wife

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

BEGINNING at a point on the East line of the John Petree D.L.C. No. 61 in Township 19 South, Range 3 West of the Willamette Meridian, 363.42 feet South 0° 36' East from the Northeast corner of said D.L.C.; running thence North 89° 36' West 943.95 feet, thence South 0° 24' West 774.48 feet, thence South 89° 36' East 957.47 feet, thence North 0° 36' West 774.60 feet to the point of beginning in Lane County, Oregon.

Subject to easement for roadway across the East 40 feet of the above description

M 5 \* 1-26995 00004.00

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, including real property taxes for period ending June 30, 1972

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

The true and actual consideration for this transfer is \$ 30,000.00

Dated August 2, 1972

(Seal)

E. Ann Newton (Seal)  
E. Ann Newton (Seal)

(Seal)

Personally appeared the above named

STATE OF OREGON County of Lane, ss.

E. Ann Newton

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

Dated August 2, A.D. 1972

My Commission Expires 10/27/75

Notary Public for Oregon

8203676

Compliments of  
CASCADE TITLE COMPANY  
Eugene, Oregon  
WARRANTY DEED

State of Oregon,  
County of Lane--ss.

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

4 FEB 22 13: 23

Red 1178 R  
Lane County OFFICIAL Records.

D.M. Penfold, Director of Records and Elections Division.

By C. Dagulanti

CS-31

Return To:

Carmel 2003330 845x HC-2e Ln. Caswell CR 97426

55502

THIS TRUST DEED, made this 12th day of December, 1977, between  
FRANCIS H. GABRIELSON and BARBARA E. GABRIELSON, husband and wife, as Grantor,  
SAFECO TITLE INSURANCE COMPANY OF OREGON, as Trustee,  
COMMUNITY BANK OF CRESWELL as Beneficiary

The Northwest quarter of the Southeast quarter of Section 19,  
Township 19 South, Range 3 West, Willamette Meridian, in Lane  
County, Oregon.

B 7 - NEW 1465 60007.00

FOR THE PURPOSE OF SECURING THE PAYMENT OF THE SUM OF FIFTEEN THOUSAND AND NO/100 (\$15,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable May 25, 1993.

[illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTICE: This form must be completed by the insured, hereunder, must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, or a title insurance company authorized to insure title to real property under the provisions of ORS Chapter 728; its "subsidiaries," affiliates, agents or branches.

## TRUST DEED

9753768

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_ NAME \_\_\_\_\_ TITLE \_\_\_\_\_, Deputy.

Francis Herman Gabrielson  
33330 E. Howe Lane  
Creswell, OR 97426

Barbara Elaine Gabrielson  
202 Rifle Range Rd., #12  
Roseburg, OR 97470

After recording, return to (Name, Address, Zip)

Steve C. Baldwin, OSB #83144  
Attorney at Law  
101 E. Broadway, Suite 200  
Eugene, OR 97401

SPACE RESERVED  
FOR  
RECORDERS USE

THIS TRUST DEED, made this 31 day of July, 1997, between

Francis Herman Gabrielson, as Grantor,  
Steve C. Baldwin, Attorney at Law, as Trustee, and  
Barbara Elaine Gabrielson, as Beneficiary,

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Lane County, Oregon, described as:

Northwest 1/4 Southeast 1/4 Section 19,  
T19S., R3 West of Willamette Meridian in  
Lane County, Oregon.

6502AUG.08\*97W01REC 10.00  
6502AUG.08\*97W01PFLND 10.00

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Forty Five Thousand

(\$45,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof. If not sooner paid, to be due and payable April 15, 2000

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement\*\* does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon; and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$\_\_\_\_\_, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any action pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payments, beneficiary may, at its option, make payment therefor and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
7. To appear in and defend any action or proceeding purporting to affect the security, rights or powers of beneficiary or trustee and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action relating to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary or trustee or attorney fees the amount of attorney fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decision of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal. It is mutually agreed that:
8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subdivisions, counties, agents or branches, the United States or any agency thereof, or an escrow agent licensee.

\*WARNING: 12 USC 1701-3 regulates and may prohibit exercise of this option.

\*\*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

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10-  
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9027188

BARGAIN AND SALE DEED

BARBARA E. GABRIELSON, Grantor, hereby grants, bargains, sells and conveys unto FRANCIS H. GABRIELSON, Grantee, the following described real property with tenements, hereditaments and appurtenances, to-wit:

Beginning at a point on the East line of the John Petree D.L.C. No. 61 in Township 19 South, Range 3 West of the Willamette Meridian, 363.42 feet South 0' 36' East from the Northeast corner of said D.L.C.; running thence North 89' 36' West 943.95 feet, thence South 0' 24' West 774.48 feet, thence South 89' 36' East 957.47 feet, thence North 0' 36' West 774.60 feet to the point of beginning in Lane County, Oregon.

The true and actual consideration for this transfer is NONE.

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

Dated 2 April, 1990.

Barbara E. Gabrielson  
Barbara E. Gabrielson

STATE OF OREGON )  
 ) ss.  
County of Lane )

On this 7 day of April, 1989, personally appeared the above named BARBARA E. GABRIELSON and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



Carolyn S. Seetz  
Notary Public for Oregon  
My Commission Expires: 3-20-91

Until a change is requested, all tax statements shall be sent to:

33330 E. Howe Lane  
Creswell, OR 97426  
4805 JUN. 12 '90 HD6 REC 5.00  
4805 JUN. 12 '90 HD6 PFLND 10.00  
4805 JUN. 12 '90 HD6 A&T FUND 20.00

Tax Account No. 843290