

SUPPLEMENTAL MATERIAL

W. H. C.

Norman Waterbury
Land Use Planning Consultant
28788 Gimpl Hill Rd.
Eugene, OR 97405

12/20/05

To:
Jerry Kendall
Land Management Division
125 E. 8th Ave.
Eugene, OR 97401

REC'D DEC 23 2005

Re: PA 05-5680, specifically your letter dated Dec. 15, 05

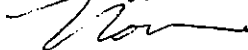
Dear Jerry,

As stated: "The board specifically request that you provide current information concerning the extent of any interest held in the property by Mr. Palmer or anyone else, as well as current documentation of Mr. Hinnenkamp and the George Hinnenkamp Trust interest in the property".

It is my understanding that Mr. Palmer would like to purchase some of the proposed lots from Mr. Hinnenkamp and that Mr. Hinnenkamp would like to keep the rest . It is also my understanding that the neighbors directly adjacent to the subject property to the East on Hamm Rd. have expressed interest in purchasing the proposed lot adjacent to their property and possibly the next one to it. I do not believe that wanting to purchase a section of property or even a verbal agreement to purchase property is the same as actually doing so.

As stated in the title reports previously submitted, The George Hinnenkamp Trust is in title of the property as demonstrated by the information submitted in this application. To be sure, there are several people who have expressed interest in purchasing portions of the Hinnenkamp Property if it were permitted to be divided based upon the proposed application. I do not think that any of these non-binding, unwritten proposals have to do with the legitimacy of this application.

sincerely,



Norm 510-3501

KENDALL Jerry

From: FastRobot_PROD@firstam.com on behalf of dforstrom@firstam.com
Sent: Wednesday, December 21, 2005 3:24 PM
To: KENDALL Jerry
Cc: dforstrom@firstam.com
Subject: (Email Ref=355481336)



(OR) Preliminary Maps.TIF (63 KB)
Title Report....

Supplemental Report

Donald Palmer's interest is as a purchaser for the property; I find nothing of record to put him in title. Thank you-Debbie

File No.: 7192 513726

Buyer: Donald W. Palmer

Seller: George L.J. Hinnenkamp, Trustee UAD August 9, 1996, UAT The Trust of George Leland John Hinnenkamp

Property Address: Eugene, OR

You can download Acrobat Reader at <http://www.adobe.com/products/acrobat/readstep2.html>

Deborah Forstrom
Title Officer
First American Title Insurance Company of Oregon
Phone: 541-484-2900
Fax: 541-484-7321

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First American

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

DEBORAH FORSTROM
TITLE OFFICER
dforstrom@firstam.com

First American Title Insurance Company of Oregon

Order No.: 7192-513726

435 E Main Street
Cottage Grove, OR 97424

December 21, 2005

Attn: Janice Konow
Phone No.: (541)942-2310 - Fax No.: (541)942-0411
Email: jkonow@firstam.com

Second Supplemental Preliminary Title Report

ALTA Owners Standard Coverage	Liability \$	450,000.00	Premium \$	1,255.00
ALTA Owners Extended Coverage	Liability \$		Premium \$	
ALTA Lenders Standard Coverage	Liability \$		Premium \$	
ALTA Lenders Extended Coverage	Liability \$		Premium \$	
Endorsement			Premium \$	
Govt Service Charge			Cost \$	50.00

We are prepared to issue Title Insurance Policy or Policies in the form and amount shown above, insuring title to the following described land:

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

and as of December 13, 2005 at 8:00 a.m., title vested in:

George L. J. Hinnenkamp, Trustee UAD August 9, 1996, UAT The Trust of George Leland John Hinnenkamp

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. The assessment roll indicated a **1999** postponed farm tax. If the herein described property is changed or modified to the extent that it can no longer be farmed, an additional tax of **\$2,487.59** will become due and payable.
(Affects Parcel I)

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

2. The assessment roll indicated a **1999** postponed farm tax. If the herein described property is changed or modified to the extent that it can no longer be farmed, an additional tax of **\$4,145.75** will become due and payable.
(Affects Parcel II)
3. 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 Coyote Creek.
4. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Coyote Creek or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.
5. Such rights and easements for navigation and fishery which may exist over that portion of said land lying beneath the waters of Coyote Creek.
6. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
7. Easement, including terms and provisions contained therein:
Recording Information: September 15, 2004, Reception No. 2004-072006
In Favor of: Lane Electric Cooperative, Inc.
For: overhead and/or underground electric transmission and/or distribution lines and fixtures and communication facilities
8. Easement, including terms and provisions contained therein:
Recording Information: September 15, 2004, Reception No. 2004-072008
In Favor of: Lane Electric Cooperative, Inc.
For: overhead and/or underground electric transmission and/or distribution lines and fixtures and communication facilities
9. In order to insure a transaction involving the herein named trust, we will need to be provided a Certification of Trust pursuant to ORS 128.232 through ORS 128.246.

- END OF EXCEPTIONS -

NOTE: We find no judgments or United States Internal Revenue liens against Donald W. Palmer.

NOTE: Taxes for the year 2005-2006 PAID IN FULL

Tax Amount: \$816.97
 Map No.: 1904300000300
 Property ID: 0847762
 Tax Code No.: 66-02

(Affects Parcel I)

NOTE: Taxes for the year 2005-2006 PAID IN FULL

Tax Amount: \$1,345.74
Map No.: 1905250000600
Property ID: 0850345
Tax Code No.: 66-02

(Affects Parcel II)

NOTE: We are supplementing this report to date-down the file.

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

cc: Donald W. Palmer
cc: George Leland John Hinnenkamp Trust
cc: Jerry Kendall, Associate Planner, Lane County Land Management



First American Title Insurance Company of Oregon

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (10/17/92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the Insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the Insured mortgage.
4. Unenforceability of the lien of the Insured mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the Insured mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the Insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the Insured mortgage which at Date of Policy the Insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee Insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the Insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the Insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the Insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

ALTA OWNER'S POLICY (10/17/92)

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the Insured claimant and not disclosed in writing to the Company by the Insured claimant prior to the date the Insured claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the Insured claimant had paid value for the estate or interest Insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest Insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest Insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest Insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SCHEDULE OF STANDARD EXCEPTIONS

The ALTA standard policy form will contain in Schedule B the following standard exceptions to coverage:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceeding by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records, unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

TT 149 Rev. 5-99

Exhibit "A"

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

PARCEL I:

The West ½ of the Southwest ¼ of Section 30 in Township 19 South, Range 4 West of Willamette Meridian, in Lane County, Oregon.

EXCEPTING THEREFROM: Any portion lying within the bounds of public roads.

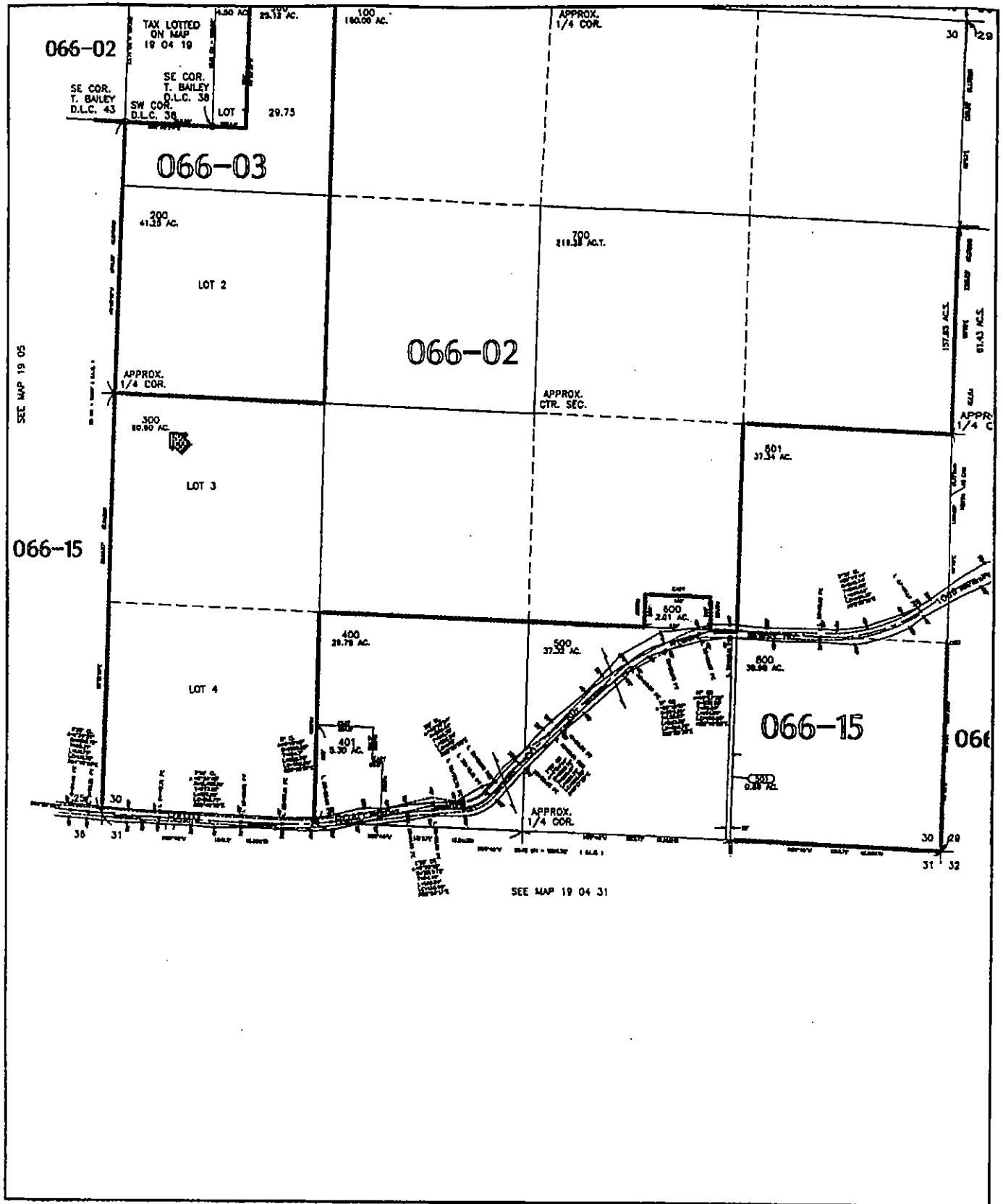
PARCEL II:

Beginning at a point in the center of the County Road, 36.40 chains South and 20.47 chains East of the Southeast corner of David Coleman's Donation Land Claim No. 42, Township 19 South, Range 5 West, Willamette Meridian; running thence South 30.28 chains to the South line of Section 25 in said Township and Range; thence East 30.00 chains along said South line to the Southeast corner of said Section 25; thence North 30.00 chains along said East line of said Section 25; thence West 30.00 chains to the place of beginning, in Township 19 South, Range 5 West, Willamette Meridian, in Lane County, Oregon.

ALSO: Beginning at a point in the center of County Road 36.40 chains South and 20.47 chains East of the Southeast corner of David Coleman's Donation Land Claim No. 42, Township 19 South, Range 5 West, Willamette Meridian; thence East 30.0 chains; thence North 2.0 rods; thence West in a straight line to the place of beginning, in Lane County, Oregon.

EXCEPTING THEREFROM: That portion lying within the bounds of public roads.

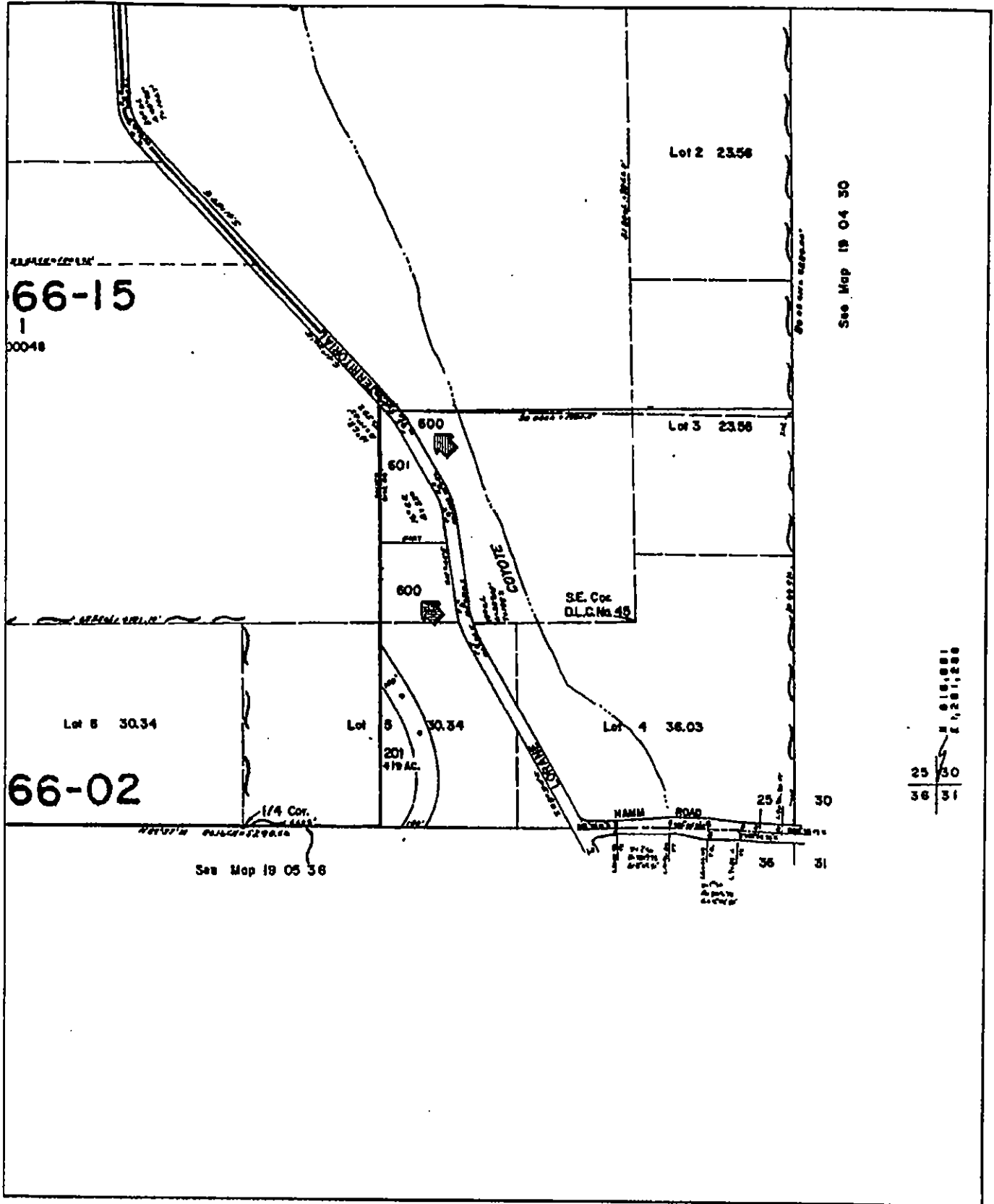
Tax Parcel Number: 0847762 and 0850345



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 04 30 00 00300 000



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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 05 25 00 00600 000