

# SUPPLEMENTAL MATERIAL W. 7. 8.

## SUPPLEMENTAL MEMO

Memo Date: October 17, 2006

Order Date: October 18, 2006



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**TO:** Board of County Commissioners

**DEPARTMENT:** Public Works Dept./Land Management Division

**PRESENTED BY:** BILL VANVACTOR, COUNTY ADMINISTRATOR  
KENT HOWE, PLANNING DIRECTOR

**AGENDA ITEM TITLE:** 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 (PA05-6836, WILBUR36)

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### I. MOTION

Move to direct the issuance of a final written decision by the County Administrator denying the Claim.

### II. BACKGROUND/IMPLICATIONS OF ACTION

#### **Board Action and Other History**

This item was scheduled for a hearing on August 2, 2006. When the applicant received a copy of the preliminary staff report, he placed this claim on hold in order to submit additional information. On September 12, 2006, additional information regarding the Limited Partnership was submitted. At the hearing on October 4, the Board requested additional information regarding the ownership and valuation of this parcel and rolled this item to October 18. On October 6 and October 11, the applicant resubmitted additional information.

**Map and Tax lot:** 17-09 #2700; 17-09-15 #3300; 17-09-21 #100

**Acreage:** approximately 145 acres

**Current Zoning:** F1 (Nonimpacted Forest)

**Date Property Acquired:** December 12, 2004 (Trust Deed #2004-094432).

According to the county assessor's records, the property is owned by Don Wilbur LTD. These records also indicate there were some transactions involving this property that occurred on August 31, 1994; September 25, 1994; June 4, 2002,

and December 3, 2004. The claimant has not submitted any explanation regarding these transactions. However, the applicant has submitted a deed that appears to demonstrate that Don Wilbur, Ltd. acquired an interest in the property on December 12, 2004. Based on this evidence, it appears this is not a valid claim because the challenged regulations were applicable on that date.

#### **Restrictive Regulations**

Based on the evidence submitted on October 11, 2006, it appears that the Don Wilbur, Ltd. acquired the property on December 12, 2004 (Trust Deed #2004-094432) from Marvel N. McComb-Lorenz. The property was zoned F1 (Non-Impacted Forest) in 2004 and has not changed. The applicant has not identified any restrictive regulations that have been enacted since December 12, 2004.

#### **Reduction in Fair Market Value**

The applicant submitted a real estate broker's opinion of value that alleges a reduction of \$540,000 if the property can not be divided into three lots that contain less than 80 acres and each developed with a dwelling. It is difficult to use this opinion as evidence of a reduction in value because no family member of the current land owner acquired an interest in the property until 2004. On that date, the minimum parcel size and restrictions on new dwellings were applicable.

#### **Exempt Regulations**

The F1 (Impacted Forest) limitations on new dwellings and the minimum parcel size of 80 acres do not appear to be exempt regulations described in Measure 37 or LC 2.710.

#### **Conclusion**

Based on the evidence in the record, it does not appear this is a valid claim because the current owner did not acquire the property prior to adoption of the challenged regulations.

### **III. RECOMMENDATION**

The County Administrator recommends the Board conclude the application is not a valid claim and direct the issuance of a final written decision by the County Administrator denying the Claim.

### **IV. ATTACHMENTS**

- Information submitted on October 6, 2006 and October 11, 2006.

**LEE D. KERSTEN**  
**Attorney at Law**  
260 Country Club Road, Suite 210  
Eugene, OR 97401  
Telephone: (541) 345-4312  
Fax: (541) 345-7098

OCT - 6 2006

October 6, 2006

Stephen L. Vorhes, Esq.  
Lane County Legal Counsel  
125 E. Eighth Avenue  
Eugene, OR 97401

**Hand Delivered**

Re: Don Wilbur, Ltd. BM 37 Claim

Dear Mr. Vorhes:

This concerns the County's request for additional information regarding PA 06-6836 and PA 06-6837.

**PA 06-6836**

I have enclosed copies of the Deeds relating to this property as well as a copy of the value differential statement.


**PA 06-6837**

I have enclosed a copy of the valuation differential statement for this property. It does not talk about partitioning, only being allowed to erect a residence. Only one residence would be erected on the property.

I understand this will satisfy the County's request. If not, will you please let me know in sufficient time to comply with the extended time for keeping the record open. Thank you.

Please do not hesitate to contact me if you have any questions.

Yours truly,

  
Lee D. Kersten

LDK/jmd

Enclosures: Cited

Copy: Client (w/o encls)

HUNTER

TR HUNTER REAL ESTATE

1749 Hwy. 101 P.O. Box 3104 Florence, OR 97439

Lane County Land Management Division  
125 E. Eighth Avenue  
Eugene, OR 97401

Re: PA 06-6836, Wilbur36;  
Map lots 17-09-00- #2700, 17-09-15 #3300, and 17-09-21 #100

Dear Lane County:

I am the Owner and Principal Broker of TR Hunter Real Estate in Florence, Oregon. I have been a licensed broker in the State of Oregon and have dealt with property in the Florence and mid-coastal area for 15 years.

This is a 160-acre parcel in Lane County, containing extensive timber valued at approximately \$600,000, with over 1 mile of river frontage on Lake Creek, very private and secluded.

As currently zoned, the property is valued based on its land and timber. That value for this property is \$1,000 per acre, plus \$600,000 for timber, for a total of \$760,000.

Without the challenged land use regulations, and under this BM 37 Claim, this property would be able to be developed as three separate parcels, two 40-acre home sites and one 80-acre home site, for a total of three homes on this 160-acre parcel. As home sites, my opinion of their value is \$200,000, \$200,000 and \$300,000 respectively, plus \$600,000 for the timber, for a total of \$1,300,000. The difference between these two values is \$540,000, which is the amount the challenged land use regulation has reduced the fair market value of the subject property.

Please do not hesitate to contact me if you have any questions.

Thank you,

Tim Sapp

TS/mg

*Tim Sapp* 5.10.2006

E-MAIL: [troffice@trhunter.com](mailto:troffice@trhunter.com) HOME PAGE: [www.trhunter.com](http://www.trhunter.com)

PH: 541.997.1200 FAX: 541.997.8625



After recording return to:  
Gerrold Burnett  
90594 Deadwood Creek Rd.  
Deadwood, OR 97430

Until a change is requested all tax statements  
shall be sent to the following address:  
Gerrold Burnett  
90594 Deadwood Creek Rd.  
Deadwood, OR 97430

File No.: 7193-496616 (CSK)  
Date: January 20, 2006  
#529170/529402 17 09 15 00 3300

THIS SPACE RESERVED FOR RECORDER'S USE

### **STATUTORY WARRANTY DEED**

**Don Wilbur, Ltd., an Oregon Limited Partnership, as to an undivided 99.2% interest, Grantor, conveys and warrants to Gerrold Burnett, Darrold C. Burnett and Vicki V. Burnett, husband and wife and Clifford E. Burnett and Jearald Dean Burnett, husband and wife, and Burnett Capital Management, LLC, as tenants in common with equal undivided interest, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:**

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Also see Easment from Don Wilbur (Ward Survey) attached hereto as Exhibit B

Also see Roadway Easement from Don Wilbur (Not surveyed or measured) attached hereto as Exhibit C

Also see all Easements pertaining to McComb Property from USDA Forest Service attached hereto as Exhibit D

Also see West End McComb Easement attached hereto as Exhibit E

Also see McComb Tenancy In Common Agreement attached hereto as Exhibit F

**This property is free from liens and encumbrances, EXCEPT:**

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$60,000.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

Dated this 20th day of January, 2006.

Don Wilbur, Ltd., an Oregon Limited  
Partnership

By: Sally J. Owens, Partner

STATE OF Oregon )  
 )ss.  
County of Lane )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Sally J. Owens as Partner of Don Wilbur, Ltd., on behalf of the Limited Partnership.

Notary Public for Oregon  
My commission expires:

**EXHIBIT "A"**

**The Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 15, Township 17 South, Range 9 West, Tax Lot 3300 of the Willamette Meridian, in Lane County, Oregon, all that portion lying from centerline of Lake Creek East.**

**The Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 22, Township 17 South, Range 9 West, Tax Lot 2700 of the Willamette Meridian, in Lane County, Oregon all that portion lying South and East of the centerline of Lake Creek.**

**The North  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 21, Township 17 South, Range 9 West, Tax Lot 100 of the Willamette Meridian, in Lane County, Oregon, all that portion lying South of the centerline of Lake Creek.**

**Also per attached Exhibit "A" - Easement from Don Wilbur (Ward Survey)**

**Also per attached Exhibit "B" - Roadway Easement from Don Wilbur (Not surveyed or measured)**

**Also per attached Exhibit "C" - All easements pertaining to McComb Property from the USDA Forest Service**

KNOW ALL MEN BY THESE PRESENTS, That Don Wilbur, LTD

hereinafter called the first party, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions hereinafter set forth, unto Gerrold Burnett, Derrold & Vickie Burnett (Husband & Wife) and Clifford Burnett, tenants in common with equal undivided interest his heirs, successors-in-interest and assigns, (all of whom, for brevity, hereinafter are called the second party, all of the merchantable timber lying or standing upon that certain land in Lane County, Oregon, described as follows, to-wit:

The SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec 15, Twp 17S, Rge 9W, TL 3300 of the Willamette Meridian, in Lane Co, OR all that portion lying East from center line of Lake Creek.

The NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Sec 22, Twp 17S, Rge 9W, TL 2700 of the Willamette Meridian, In Lane Co, OR, all that portion lying South and East of the center line of Lake Creek.

The N  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Sec 21, Twp 17S, Rge 9W, TL 100 of the Willamette Meridian, in Lane Co, OR, all that portion lying South of the center line of Lake Creek.

Also per attached Exhibit "A" - Easement from Don Wilbur (Ward Survey)

Also per attached Exhibit "B" - Roadway Easement from Don Wilbur (Not surveyed or measured)

Also per attached Exhibit "C" - All easements pertaining to McComb Property from the USDA Forest Service

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

TO HAVE AND TO HOLD the same unto the said second party for the period hereinafter stated.

The first party hereby covenants to and with the second party that he is lawfully seized in fee simple of the above described premises; that the same are free from all encumbrances except N/A

and that he will warrant and defend the title to said merchantable timber against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances, if any. The words "merchantable timber" as used above shall mean and include all down timber together with all standing timber measuring All inches or more in diameter at the height of All inches above the ground. The second party shall have the right to enter upon said land and to remove said merchantable timber therefrom at any time within 45 years from the date hereof (for brevity, the time within which said timber may be removed hereinafter is called the "period"); all merchantable timber not so removed on or before the expiration of the said period shall revert immediately to the first party. During said period, the second party shall have the right, with his agents, representatives and employees, (1) to enter upon and freely occupy said described lands, (2) to build and use roads, flumes, skid, tram and other ways and railroads, (3) to use of water on said lands and sites for the storage of logs, lumber and other timber products and (4) to erect and use mills, buildings and other structures thereon; all structures erected by the second party during said period which are not removed within thirty days after the expiration thereof shall be deemed abandoned by the second party and shall become the sole property of the first party.

(Continued on reverse)

Don Wilbur, LTD

P O Box 40

Deadwood, OR 97430

GRANTOR'S NAME AND ADDRESS

Gerrold W Burnett, Deadwood, OR

Derrold C Burnett, Castle Rock, CO

Clifford E Burnett, Santa Clara, CA

GRANTEE'S NAME AND ADDRESS

After recording return to:

Western Pioneer Title

P O Box 477

Florence, OR 97439

NAME, ADDRESS, ZIP

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

Don Wilbur, LTD

P O Box 40

Deadwood, OR 97430

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

ss.

I certify that the within instrument was received for record on the day of 2004, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

SPACE RESERVED  
FOR  
RECORDER'S USE



All taxes levied on or which attach to said lands or timber during the said period, including forest patrol assessments and other levies by any public agency or authority, shall be paid by the second party promptly on or before November 15th annually. At all times the second party shall observe and conform to all local, state and federal laws and regulations relative to his operations on said lands, including the orders and directions of the State Forester and the State Fire Marshall, shall cooperate with all public bodies and officials in the prevention and suppression of fires on or threatening said property and shall make his employees available for firefighting when needed. During said period, the second party shall use reasonable care in felling, cutting and removing said timber and shall not do or permit to be done any damage to growing crops or fences on said lands and lands adjacent thereto without just compensation being paid therefor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$120,000.00....

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this.....day of.....December....., 2004.; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

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.

Don Wilbur

STATE OF OREGON, }  
County Lane } ss.  
2004

STATE OF OREGON, County of Lane ) ss.  
2004

Personally appeared the above named.....  
and acknowledged the foregoing instrument to be.....voluntary act and deed.

Personally appeared .....and  
who, being duly sworn,  
each for himself and not one for the other, did say that the former is the  
president and that the latter is the  
secretary of.....

....., a corporation,  
and that the seal affixed to the foregoing instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf  
of said corporation by authority of its board of directors; and each of  
them acknowledged said instrument to be its voluntary act and deed.  
Before me:

(SEAL)

Notary Public for Oregon  
My commission expires:

Notary Public for Oregon  
My commission expires:

(SEAL)

(If executed by a corporation,  
affix corporate seal)

# WARRANTY DEED



WPT 7193-465974

TAX ACCT. NO.: 529710  
MAP NO.: 17 09 15 00 03300

**MARVEL N. MCCOMB-LORENZ, Grantor,**

conveys and warrants to:

**DON WILBUR, LTD., an Oregon Limited Partnership, Grantee,**

The following described real property situated in Lane County, Oregon, free of encumbrances except as specifically set forth herein, to-wit:

**AN UNDIVIDED 99.2% INTEREST IN THE FOLLOWING DESCRIBED PROPERTY, that is the grantor herein retains an undivided 0.8% interest:**

**SEE ATTACHED EXHIBIT "A"**

This conveyance is subject to and excepts:

**RIGHTS OF THE PUBLIC IN STREETS, ROADS AND HIGHWAYS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.**

The true consideration for this conveyance is \$ 175,000.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated: December 3, 2004. *JB mm-h*

*Marvel N. McComb-Lorenz*  
**MARVEL N. MCCOMB-LORENZ**

STATE OF OREGON )

COUNTY OF LANE ) ss. *JB*

This instrument was signed before me, a Notary Public in and for said County and State, on December 3, 2004, by MARVEL N. MCCOMB-LORENZ, who acknowledged this instrument to be a voluntary act and deed. *JB mm-h*

*John J. Bennett*  
Notary Public for OREGON

My commission expires: 3/31/06

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

Don Wilbur, Ltd.

P.O. Box 40

Deadwood, OR 97430

AREA BELOW RESERVED FOR COUNTY RECORDER

After recording return to:

Western Pioneer Title Co., a division of

First American Title Insurance Co.

PO Box 477

Florence, OR 97439

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2004-094431



\$31.00

00051041200400044310020028

12/10/2004 11:26:18 AM

RPR-DEED Cnt=1 Stn=4 CASHIER 02

Exhibit "A"

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

Parcel 1:

The Southwest quarter of the Southwest quarter of Section 15, Township 17 South, Range 9 West of the Willamette Meridian, in Lane County, Oregon.

Parcel 2:

The North one-half of the Northeast quarter of Section 21, in Township 17 South, Range 9 West of the Willamette Meridian, in Lane County, Oregon.

Parcel 3:

The Northwest quarter of the Northwest quarter of Section 22, Township 17 South, Range 9 West of the Willamette Meridian, in Lane County, Oregon.

Tax Parcel Number: 529710 and 529402 and 527620

Verification upon Oath or Affirmation

State of OREGON

County of Josephine

Signed and sworn to (or affirmed) before me on 12/3/04  
by Margaret M. McCann-Lorenz

Lila J. Bennett  
Notary Public - State of Oregon

My commission expires 3/31/06



**LEE D. KERSTEN**  
**Attorney at Law**  
**260 Country Club Road, Suite 210**  
**Eugene, OR 97401**  
**Telephone: (541) 345-4312**  
**Fax: (541) 345-7098**

OCT 11 2006

October 10, 2006

Stephen L. Vorhes, Esq.  
Lane County Legal Counsel  
125 E. Eighth Avenue  
Eugene, OR 97401

**Hand Delivered**

Re: Don Wilbur, Ltd. BM 37 Claim  
PA06-6836

Dear Mr. Vorhes:

I thought you might like copies of the recorded deed and description cards for this property. Accordingly, I have enclosed them for you. Please note these do not include signed versions of the most recent deeds I provided you as those have apparently not yet made it through the county's recording system.

Please do not hesitate to contact me if you have any questions.

Yours truly,

  
Lee D. Kersten

LDK/jmd

Enclosures: Cited

Copy: Client (w/o encls)

**LEE D. KERSTEN**  
**Attorney at Law**  
**260 Country Club Road, Suite 210**  
**Eugene, OR 97401**  
**Telephone: (541) 345-4312**  
**Fax: (541) 345-7098**

OCT 11 2006

October 10, 2006

Stephen L. Vorhes, Esq.  
Lane County Legal Counsel  
125 E. Eighth Avenue  
Eugene, OR 97401

**Hand Delivered**

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PA06-6836

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Please do not hesitate to contact me if you have any questions.

Yours truly,

  
Lee D. Kersten

LDK/jmd

Enclosures: Cited

Copy: Client (w/o encls)

5-  
10-  
11-  
After Recording Return To  
Western Pioneer Title Co.  
PO Box 10146  
Eugene, OR 97440

WPT # 521149-C

## DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS, That Western Pioneer Title Co., a division of First American Title Insurance Co. of Oregon, Trustee under that certain trust deed dated December 1, 2004, executed and delivered by Don Wilbur, Ltd., an Oregon Partnership, as grantor, and recorded December 10, 2004 as Instrument No. 2004-094432 of the official records of Lane County, Oregon

having received from the beneficiary under said trust deed a written request to reconvey, reciting that the obligation secured by said trust deed has been fully paid and performed, hereby does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to said described premises by virtue of said trust deed.

In construing this instrument whenever the context hereof so requires, the masculine gender includes the feminine and neuter and the singular includes the plural.

IN WITNESS WHEREOF, Western Pioneer Title Co., a division of First American Title Insurance Co. of Oregon, Trustee has caused its corporate name to be signed by its agent duly authorized thereunto by order of its Board of Directors.


DATED February 22, 2005

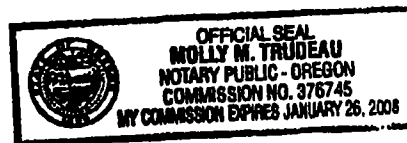
  
Western Pioneer Title Co., a division of First American Title  
Insurance Co. of Oregon, TRUSTEE

STATE OF OREGON, County of Lane ss February 22, 2005

Personally appeared Jeff Lansdon who being duly sworn that he is the Authorized agent of Western Pioneer Title Co., a division of First American Title Insurance Co. of Oregon, a corporation, that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and acknowledged said instrument to be its voluntary act and deed.

Before me:

  
Notary Public for Oregon  
My Commission expires: 1/26/08



Division of Chief Deputy Clerk  
Lane County Deeds and Records

2005-012979



\$26.00

00570858200500129790010011

02/24/2005 10:30:48 AM

RPR-SAT Cnt=1 Str=1 CASHIER 05

\$5.00 \$11.00 \$10.00



**Western Pioneer Title Co.**

Excellent Service • Five Locations

600 Country Club Road • Eugene	484.2900
96 East Broadway • Eugene	345.5767
1717 Centennial Blvd. • Springfield	726.0172
715 Hwy. 101 North • Florence	997.8488
435 East Main Street • Cottage Grove	942.2310

# WARRANTY DEED



WPT 7193-465974

TAX ACCT. NO.: 529710

MAP NO.: 17 09 15 00 03300

**MARVEL N. MCCOMB-LORENZ, Grantor,**

conveys and warrants to:

**DON WILBUR, LTD., an Oregon Limited Partnership, Grantee,**

The following described real property situated in Lane County, Oregon, free of encumbrances except as specifically set forth herein, to-wit:

**AN UNDIVIDED 99.2% INTEREST IN THE FOLLOWING DESCRIBED PROPERTY, that is the grantor herein retains an undivided 0.8% interest:**

**SEE ATTACHED EXHIBIT "A"**

This conveyance is subject to and excepts:

**RIGHTS OF THE PUBLIC IN STREETS, ROADS AND HIGHWAYS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.**

The true consideration for this conveyance is \$ 175,000.

**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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

Dated: December 3, 2004. *JB m.m.*

*Marvel N. McComb-Lorenz*  
**MARVEL N. MCCOMB-LORENZ**

STATE OF OREGON )  
Josephine ) ss.  
COUNTY OF LANE *JB* )

This instrument was signed before me, a Notary Public in and for said County and State, on December 3, 2004, by **MARVEL N. MCCOMB-LORENZ**, who acknowledged this instrument to be a voluntary act and deed. *JB m.m.*

*Kyle R. Bennett*  
Notary Public for OREGON

My commission expires: 3/31/06

Until a change is requested, all tax statements shall be sent to the following address:  
Don Wilbur, Ltd.

P.O. Box 40

Deadwood, OR 97430

**AREA BELOW RESERVED FOR COUNTY RECORDER**

After recording return to:

Western Pioneer Title Co., a division of

First American Title Insurance Co.

PO Box 477

Florence, OR 97439

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2004-094431



\$31.00

00651041200400944310020028

**Exhibit "A"**

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

**Parcel 1:**

The Southwest quarter of the Southwest quarter of Section 15, Township 17 South, Range 9 West of the Willamette Meridian, in Lane County, Oregon.

**Parcel 2:**

The North one-half of the Northeast quarter of Section 21, in Township 17 South, Range 9 West of the Willamette Meridian, in Lane County, Oregon.

**Parcel 3:**

The Northwest quarter of the Northwest quarter of Section 22, Township 17 South, Range 9 West of the Willamette Meridian, in Lane County, Oregon.

Tax Parcel Number: 529710 and 529402 and 527620

**Verification upon Oath or Affirmation**

State of OREGON

County of Josephine

Signed and sworn to (or affirmed) before me on 12/3/04 by Marvel N. McComb-Lorenz

Notary Public - State of Oregon

My commission expires 3/31/06





20  
10  
15  
629710 17 09 15 00 00300  
NPT 7193-465974

## TRUST DEED

Don Wilbur, Ltd.

P.O. Box 40

Grasswood, OR 97430

Marval N. McComb-Loranz

3108 Rogue River Hwy

Grants Pass, OR 97527

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

Western Pioneer Title

600 Country Club Road

Eugene, OR 97401

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2004-094432



\$41.00

12/10/2004 11:28:18 AM

RPR-DTR Cnt=1 Sl=4 CASHIER 02

\$20.00 \$10.00 \$11.00

RECORDING USE No. \_\_\_\_\_, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_, Deputy.

THIS TRUST DEED, made on December 1, 2004, between  
Don Wilbur, Ltd., an Oregon Limited Partnership

Western Pioneer Title Co., a division of First American Title, as Grantor,

Marval N. McComb-Loranz, 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:

See Exhibit "A" attached hereto and by this reference incorporated herein.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way  
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 such agreement of grantor herein contained and payment of the sum of \*\*\*\*\*  
\*\*EIGHTY-SEVEN THOUSAND AND no/100\*\*

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, if not sooner paid, to be due and payable on FEBRUARY 1, 2005

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; and 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 the same in the proper public office  
or offices, as well as the cost of all lien searches made by filing offices 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 other hazards,  
as the beneficiary may from time to time require, in an amount not less than \$ \_\_\_\_\_, written by one or more  
companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. 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 act done 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 becomes 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 payment, beneficiary may, at its option, make payment thereof, 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. 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. 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 shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust, including the cost of this search, as well as the other costs and expenses of the trustee incurred in connection  
with or in enforcing this obligation, and trustee and attorney 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 enforcement of this deed or any suit or action related 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's or trustee's attorney fees. The amount  
of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree 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 which are in excess of the amount required to pay all reasonable  
costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable  
costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied  
upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such  
compensation promptly upon beneficiary's request.

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 in the State of Oregon or the United States, a life insurance company authorized to insure this real property of this state, its subdivisions,  
offices, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 90A.000 to 90A.060.  
PURSUANT TO OREGON STATE BAR rules and may provide service at this office.  
The publisher warrants that such an endorsement appears on the face of the recording jurisdiction's consent to recording deed.

See Exhibit "A" attached hereto and by this reference incorporated herein for

additional terms.

9. At any time, and from time to time upon written request of beneficiary, payment of its face and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subdivision or other agreement affecting this deed or the fee or shares thereof; or (d) reconvey, without warranty, all or any part of the property. The trustee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matter or fact shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of the sale and other business policies or compensation or awards for any injury or damage to the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder, or invalidate any not done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment under performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.791.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.735 may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed, together with trustee and attorney fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The minutes in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, including the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of: (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney; (2) to the obligation secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority; and (4) the surplus, if any, to the grantor, or to any successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all this, powers and duties conferred upon any trustee herein named or appointed hereunder. Such such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whatsoever.

**WARNING:** Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):

(a) exclusively for the purchase of real property or investment purposes; or

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inure to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgees, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.

**\*IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. If compliance with the Act is not required, disregard this notice.

Don Wilbur, Ltd.

By: Sally J. Owens, Partner

STATE OF OREGON, County of Lane ) ss.

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

This instrument was acknowledged before me on December 1, 2004

by SALLY J. OWENS

as PARTNER

of Don Wilbur, Ltd.



Connie Kief  
Notary Public for Oregon  
My commission expires 4-15-08

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

To: \_\_\_\_\_, Trustee  
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed, the estate now held by you under the same. Mail the reconveyance and documents to \_\_\_\_\_

DATED \_\_\_\_\_

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.

Beneficiary

**Exhibit "A"**

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

**Parcel 1:**

The Southwest quarter of the Southwest quarter of Section 15, Township 17 South, Range 9 West of the Willamette Meridian, in Lane County, Oregon.

**Parcel 2:**

The North one-half of the Northeast quarter of Section 21, in Township 17 South, Range 9 West of the Willamette Meridian, in Lane County, Oregon.

**Parcel 3:**

The Northwest quarter of the Northwest quarter of Section 22, Township 17 South, Range 9 West of the Willamette Meridian, in Lane County, Oregon.

Tax Parcel Number: 529710 and 529402 and 527620

**EXHIBIT "B"**  
**ADDITIONAL TERMS TO TRUST DEED**

Grantor shall keep all its business operations on the Property insured against liabilities in a company or companies satisfactory to Beneficiary.

Logging on the Property is specifically allowed, but Beneficiary shall be made an additional insured on Grantor's business liability policy.

Beneficiary agrees Grantor may sell (retaining the proceeds) all that land North of Lake Creek. Beneficiary agrees to cooperate and provide a partial release from the lien of this Trust Deed for said property and sell her undivided interest as tenant in common as part of the sale, to receive therefore 0.8% of the net sale price. Beneficiary shall incur no cost therefore. Grantor shall indemnify and hold Beneficiary harmless from loss on account thereof.

Beneficiary grants to Don Wilbur, Ltd. an exclusive option to purchase her 0.8% undivided interest in the Property. Said right shall exist until three years after Closing. If Grantor exercises its option to purchase the Property, the sale price is \$1,000. Title shall be conveyed free and clear of liens and encumbrances.

Beneficiary appoints Grantor as her agent for all purposes in applying for land use and zoning changes to the Property and receiving any compensation received related thereto and allocating such compensation according to their ownership percentages in the Property. Grantor shall pay all costs related to such activities and indemnify and hold Beneficiary harmless therefrom.

KNOW ALL MEN BY THESE PRESENTS, That We, ROY SWENSON and GRACE SWENSON, husband and wife,

in consideration of - - - - - TEN AND NO/100 - - - - - Dollars,

to us paid by FREMONT McCOMB and FLORENCE A. McCOMB, husband and wife

do hereby grant, bargain, sell and convey unto said FREMONT McCOMB and FLORENCE A. McCOMB, husband and wife, as tenants by the entirety,

their heirs and assigns, all the following real property, with the improvements, hereditaments and appurtenances situated in the County of Lane and State of Oregon, bounded and described as follows, to-wit:

The southwest quarter of the southwest quarter of section 16, township 17 South Range 9 West of Willamette Meridian; the north one half of the northeast quarter of section 21 and the northwest quarter of the northwest quarter of section 22, township 17 South Range 9 West of Willamette Meridian, all in Lane County, Oregon.



TL 3300  
2700  
100

To Have and to Hold, the above described and granted premises unto the said FREMONT McCOMB and FLORENCE A. McCOMB, husband and wife,

their heirs and assigns forever

And we, ROY SWENSON and GRACE SWENSON, husband and wife,

above named do covenant to and with the above named grantees as their heirs and assigns that we are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, the grantor a

and that we will and our heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever,

Witness our hands and seals this Executed in the Presence of

day of March, 19 48

Roy Swenson (SEAL)  
Grace Swenson (SEAL)  
(SEAL)

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2006-06730

15715 D NUMBER		OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON				CODE NO. 32-00
17-09-21 ACCOUNT	TAX LOT NO. 100 NUMBER	529 402 SECTION 21	TOWNSHIP 17	S. RANGE 9W	W.M.	AERIAL PHOTO
1 of 800.21 LOT NO.	BLOCK NO.	ADDITION				CITY

LEGAL DESCRIPTION	DEED RECORD		ACRES REMAINING
	DATE OF ENTRY	DEED NUMBER	
F.T.L.P.O. N <sup>1</sup> / <sub>2</sub> NE <sup>1</sup> / <sub>4</sub> Section 21	1950	381/403	80.00
	1999wd	1993/94 066595	
	2005dc	2004-094469	
	2005dc	2004-094470	
	2005wd	2004-094471	

Seg 069176

2006-006730

OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES						CODE NO.	32-00
15700 OLD NUMBER		OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON					
MAP NO. 17-09-15	TAX LOT NO. 3300	529 170 15	TOWNSHIP 17	RANGE 9W	AERIAL PHOTO		
ACCOUNT NUMBER		SECTION	TOWNSHIP	RANGE	W.M.		
TAX LOT NO. 13	BLOCK NO.	ADDITION				CITY	

INDENT EACH NEW COURSE TO THIS POINT	LEGAL DESCRIPTION	DEED RECORD		ACRES REMAINING
		DATE OF ENTRY	DEED NUMBER	
	SW <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub>	1950	381/403	40.00
	Less 0.95 acres in Siuslaw Highway			39.05
		1994 WD	R1993/9460595*	
	Acreage Correction for 1971	2005 dc	2004-094429	41.25
	Less: 0.95 acre in Siuslaw Highway.	2005 dc	2004-094430	40.30
	Containing more or less	2005 wd	2004-094431	



Seg 069176

2006-006730

15715 ID NUMBER		OFFICIAL RECORD OF DESCRIPTIONS OF REAL PROPERTIES OFFICE OF COUNTY ASSESSOR LANE COUNTY, OREGON				CODE NO. 32-00	
AP. 17-09 ACCOUNT		TAX LOT NO. 2700 NUMBER		527 620 SECTION 22		TOWNSHIP 17 S. RANGE 9W W.M.	
LOT NO.		BLOCK NO.		ADDITION		CITY	

INDENT EACH NEW COURSE TO THIS POINT	LEGAL DESCRIPTION	DEED RECORD		ACRES REMAINING
		DATE OF ENTRY	DEED NUMBER	
	<u>F.T.L.P.O.</u>			
	NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 22, Cont. m/1	1950	381/403	40.00
		1999wd	1993 / 94066595	
		2005dc	2004-094429	
		2005dc	2004-094430	
		2005wd	2004-094431	