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Chris Martin - Alex Larson - Ashley Lacer - Shannon Forrest

541.660.5111

Team@MOPG.com



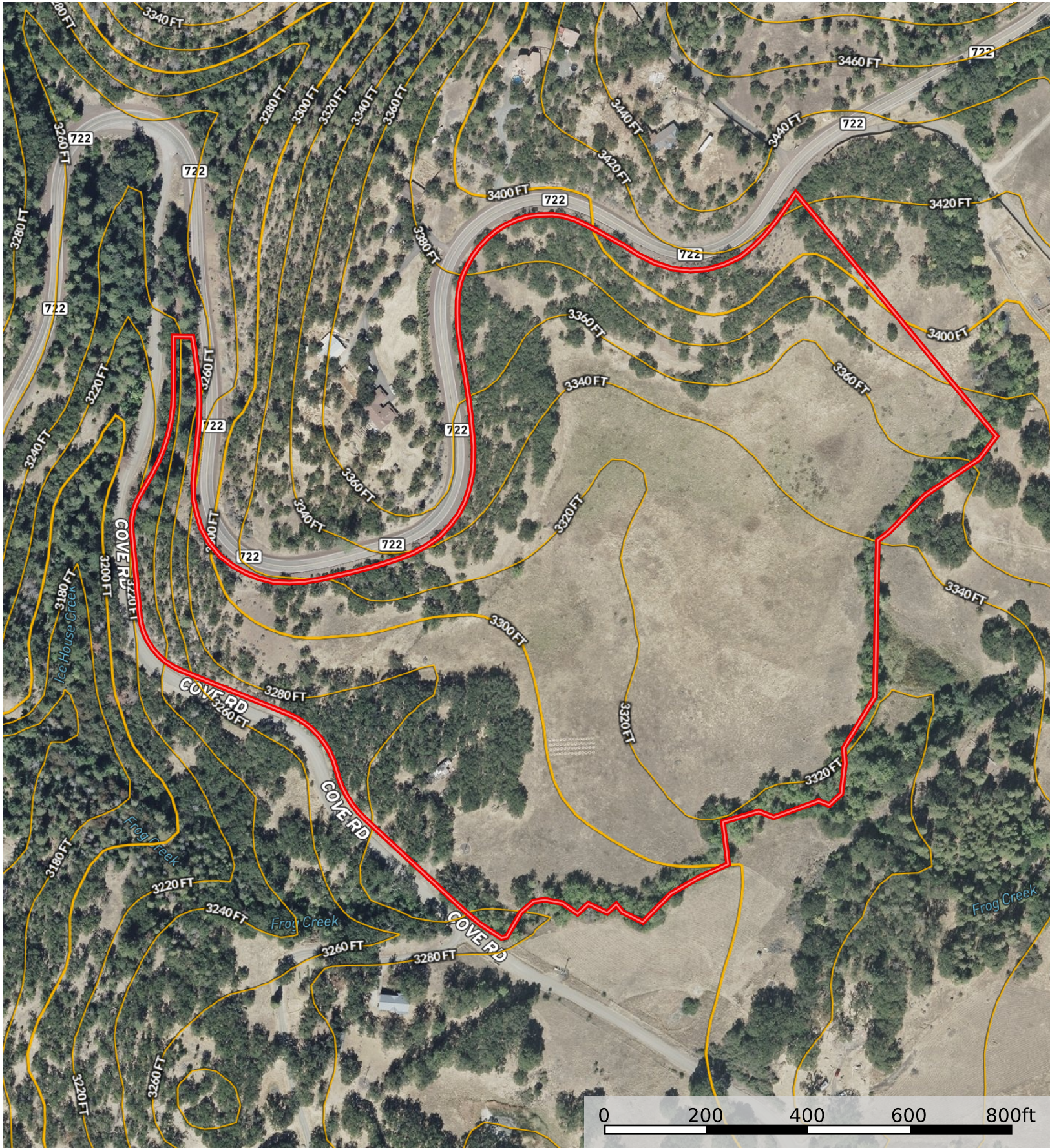
Mapping

271 Cove Road
Oregon, AC +/-



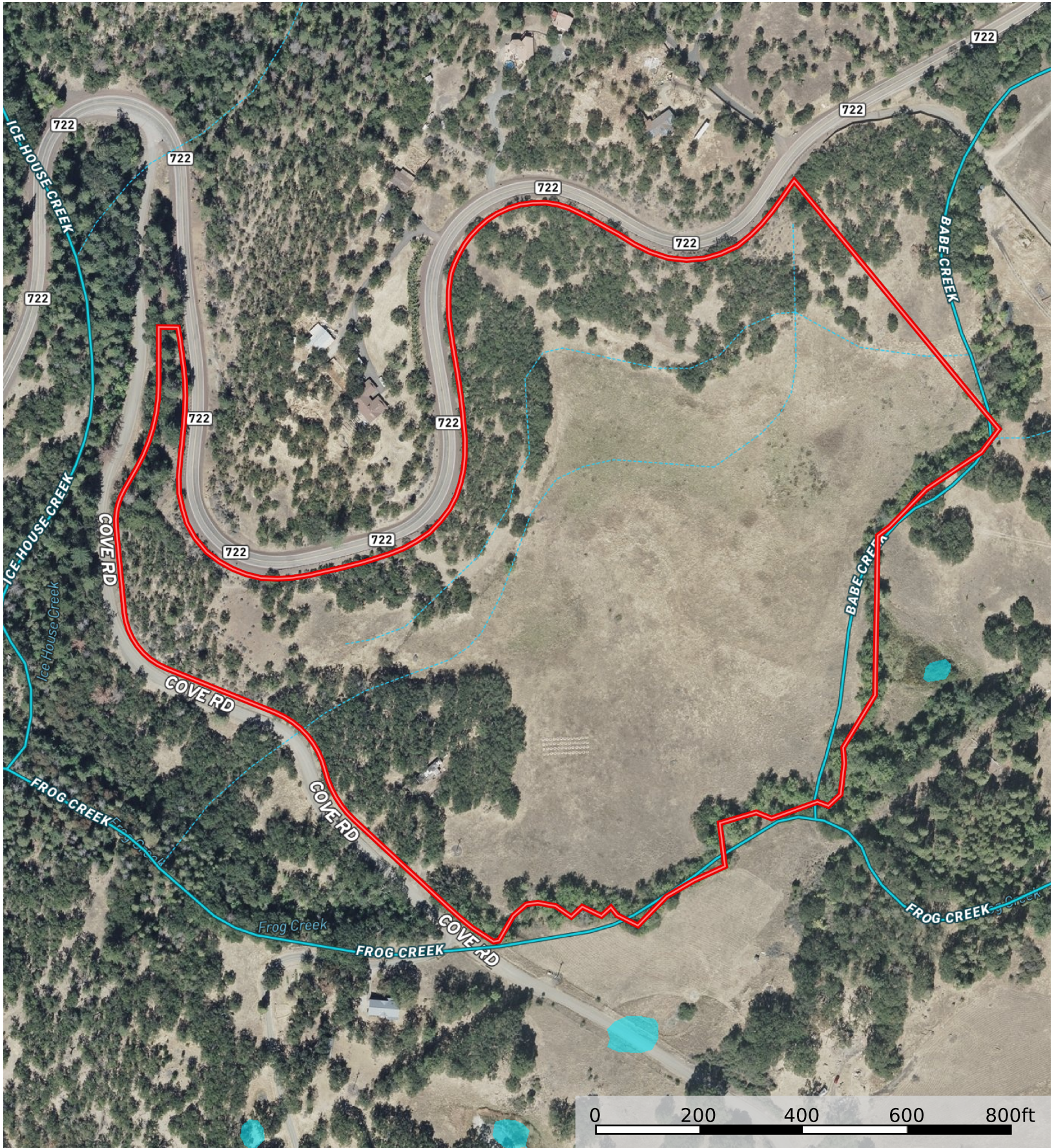
 Boundary

271 Cove Road
Oregon, AC +/-



 Boundary

271 Cove Road
Oregon, AC +/-



271 Cove Road
Oregon, AC +/-

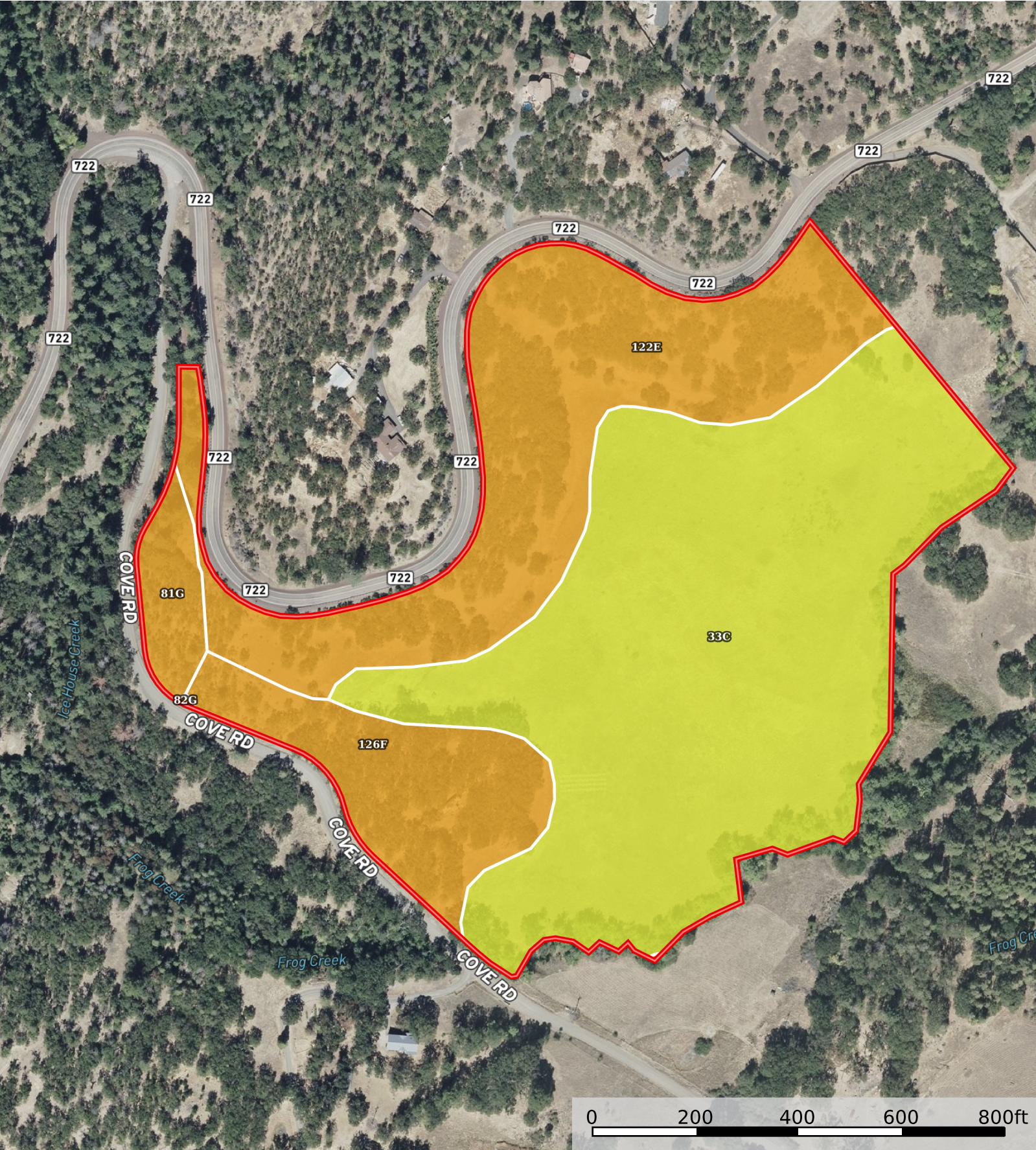


Boundary

Wetlands

Riparian

271 Cove Road
Oregon, AC +/-



Boundary

|  Boundary 30.59 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
33C	Coker clay, 3 to 12 percent slopes	17.32	56.62	0	50	4e
122E	Medco cobbly clay loam, 12 to 50 percent south slopes	8.87	29.0	0	34	6e
126F	Medco-McNull complex, 12 to 50 percent slopes	3.43	11.21	0	37	6e
81G	Heppsie clay, 35 to 70 percent north slopes	0.96	3.14	0	18	6e
82G	Heppsie-McMullin complex, 35 to 70 percent south slopes	0.01	0.03	0	17	6e
TOTALS		30.59(*)	100%	-	42.89	4.87

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

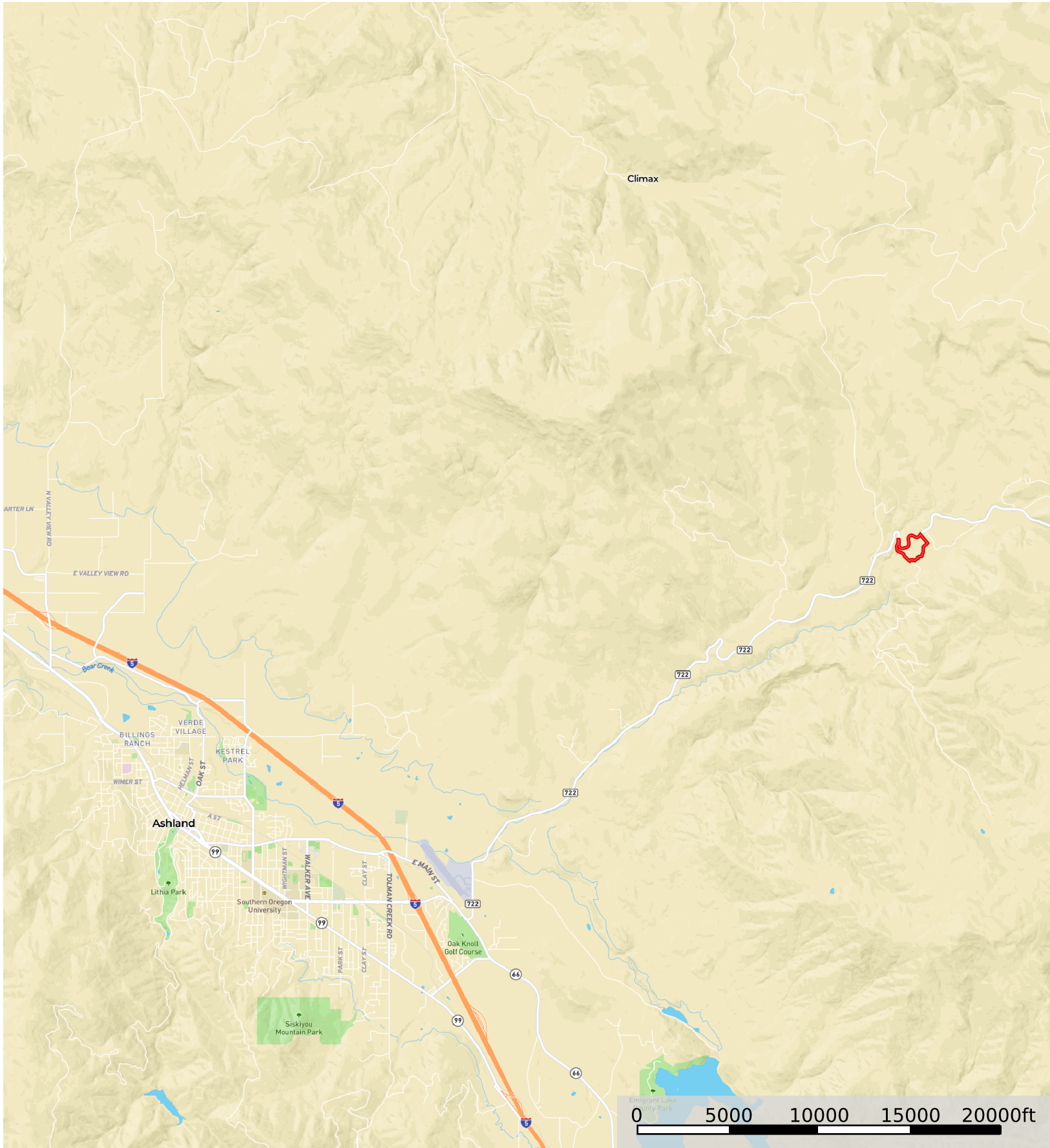
(s) soil limitations within the rooting zone (w) excess of water

271 Cove Road
Oregon, AC +/-



 Boundary

271 Cove Road
Oregon, AC +/-



 Boundary

Tax Records

Account Sequence	Map TL Sequence	Assessment Year 2026 ▼	Print Window Close Window
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Assessment Info for Account 1-009750-5 Map 382E27 Taxlot 800
 Report For Assessment Purposes Only Created July 10, 2026

Account Info	Tax Year 2025 Info	Land Info
Account: 1-009750-5 Map: 382E27 800 Taxlot: Owner: EVANS JOSHUA GOULDY TRACY Situs Address 271 COVE RD ASHLAND/COUNTY R 251 COVE RD ASHLAND/COUNTY MS Mailing Address: EVANS JOSHUA ET AL 386 SHERATON DR WILLIAMS OR, 97544 Associated Taxlots 1 Acct 5-04 MS 3-000440-3 382E27 800 ACTIVE Tax Accounts 1 Acct Appraiser: 187	Pay Taxes Online Tax Report Details TAX Statement Details FIRST TRI Statement Details SECOND TRI Statement Details Tax History Details Tax Details Details Tax Rates Details	Tax Code: 5-04 Acreage: 30.60 Zoning : EFU Land Class : RT 30.60 Ac TS 0.00 Ac Property Class : 401 Unit ID: 298204-1 Maintenance Area: 2 Neighborhood: 000 Study Area: 28 Account Status: ACTIVE Tax Status: Assessable Sub Type: NORMAL MS Park ID

Sales Data (ORCATS)

Last Sale (consideration > 0)	Sale Date	Instrument Number	Sales History
\$ 0	Nov 18, 2022	2022-33602	Details

Value Summary Detail (For Assessment Year 2026 - Subject To Change)

ID	Value Source	Code Area	SA	Stat Class	Rural Fire Dist.	Size	Size Type
1	MANUFACTURED STRUCTURE	5-04	0	949	R		
1	MARKET OSD	5-04	0		R		
2	MISC STRUCTURE	5-04	0	300	R		
1	MS SITE	5-04	0		R		
2	RURAL TRACT	5-04	0		R	4.00	A
3	RURAL TRACT	5-04	0		R	1.00	A
5	RURAL TRACT	5-04	0		F	7.53	A
4	RURAL TRACT	5-04	0		F	12.50	A
6	RURAL TRACT	5-04	0		F	4.53	A
7	RURAL TRACT	5-04	0		F	1.04	A
ID	Value Source	RMV	M5	Exception Value			
1	MANUFACTURED STRUCTURE	\$ 2,370	\$ 2,370	\$ 0			
1	MARKET OSD	\$ 37,600	\$ 37,600	\$ 0			
2	MISC STRUCTURE	\$ 2,430	\$ 2,430	\$ 0			
1	MS SITE	\$ 83,350	\$ 83,350	\$ 0			
2	RURAL TRACT	\$ 21,190	\$ 21,190	\$ 0			
3	RURAL TRACT	\$ 5,290	\$ 5,290	\$ 0			
5	RURAL TRACT	\$ 39,890	\$ 39,890	\$ 0			
4	RURAL TRACT	\$ 36,800	\$ 36,800	\$ 0			
6	RURAL TRACT	\$ 26,660	\$ 26,660	\$ 0			
7	RURAL TRACT	\$ 6,120	\$ 6,120	\$ 0			

Market Value Summary (For Assessment Year 2026 - Subject To Change)

Code Area	Type	Acreage	RMV	M5	MAV	AV
5-04	LAND	30.60	\$ 256,900	\$ 256,900		
5-04	IMPR	0.00	\$ 4,800	\$ 4,800		
PSO Value History Details			Total: \$ 261,700	\$ 261,700	\$ 185,960	\$ 185,960

Improvements

Building #	Code Area	Year Built	Eff Year Built	Stat Class	Description	Type	SqFt	% Complete	
1	5-04	1967	1967	949	DRC Value	MANF STRCT	684	100 %	Details
2	5-04	1985	1985	300	Residential Other Improvements	RESIDENCE	0	100 %	Details

Photos and Scanned Documents

Type	Files	
ACCOUNT PHOTO	2	PDF
SCANNED ASSESSOR DOCUMENTS	(See new portal)	Portal

Improvement Comments

Building #1 Comments
 08/14/96: 992 MH CEILING LEAKS IN KTN, LR +BRM. BATHROOM HAS WATER DAMAGE. -10%>>>1/18/07: REMOVED OMBUDSMAN FEE FOR 2007, CHANGED P TO R PER SIGNED CLASSIFICATION LETTER #100>>>6/4/08: NO CHANGES FOR 2008 #146>>> 09/22/2007 REMOVAL OF ~MS MINUS RMV ACCSSRY FACTOR IS NOT EXCEPTION.>>>7/20/22 CHG STAT CL, ENT VAL D/T COND - NO EXC #187 >>>
 Building #2 Comments
 7/20/22 ADD 8x20 CONEX AS EXC MINOR #187 >>>

Account Comments

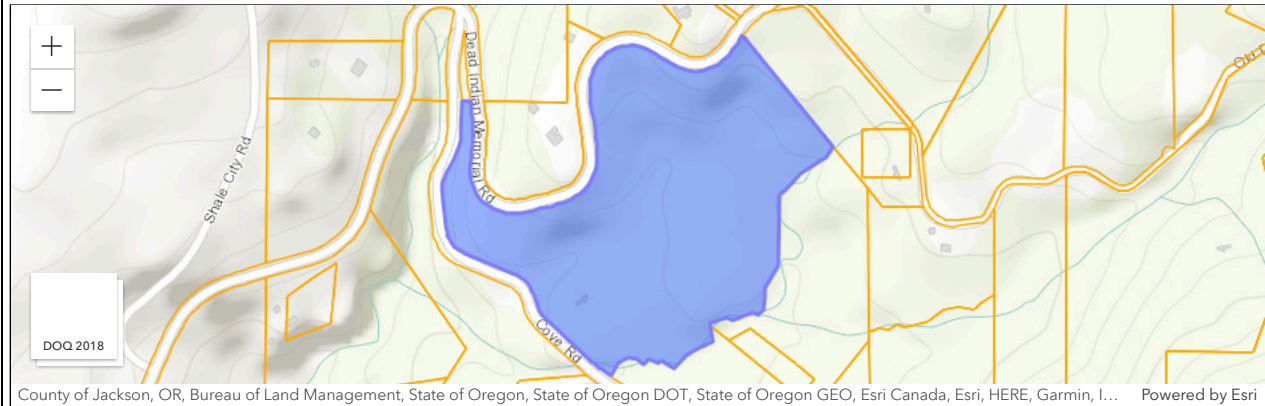
3-440-3 X-167895P>>> 08/16/01 CHANGE OF CODE AREA FROM 5-2 TO 5-4. JV 2001-07875. CREATION OF SPLIT ACCT. 1-095614-8, SEE JV 01-07877>>> 09/28/01 ADJ ACREAGE #23>>> THIS WAS PREVIOUSLY A SPLIT CODE ACCT. ACCTS COMBINED FOR 2006-07--PURGED 10956148>>> 08/16/01 CHANGE OF CODE AREA ON SPLIT ACCT. 1097505, SEE JV 01-07875. CREATION OF THIS ACCT. SEE JV 01-07877>>> 09/28/01 ADJ ACREAGE #23>>> 06/04/08 NO ACCT CHANGES #146>>> 3/4/19 P2-38-2018, CS22699, REC 12/8/18. SEG 382E27-806 OUT OF 382E27-800, 5.00 AC TTL. TL 800 TTL 82.48 AC TTL. KEEP MH W/\$693 ALLOCATED MAV ON TL-800. VFY'D W/#146 AC TO MOVE. ALL NON-SA LAND TO BE CPR'D FOR 2019. #173 >>> 08/25/2021 (1) AC CORRECTION PRIOR TO PARTITION TO TL 100, 800 AND TL 802. (2) SEG 382E26-107-111 OUT OF TL 100. (3) SEG 382E27-807-813 OUT OF TL 800. (4) SEG 382E27-814 OUT OF TL 208. CPR 2021. #176/185>>>7/20/22 NLC #187 >>> 7/28/2022 DISQUALIFY 18.07 ACRES FROM FARM SPEC ASSMT D/T LAND NO LONGER IN USE PER APPR #187 SITE REVIEW NOTES, PHOTOS, & NO QSTNRE RETURNED. # 162/196>>>

Exemptions / Special Assessments / Notations / Potential Liability

Real Property Special Assessments				
Tax Year Applied	Code	Description	Amount	Acres
2026	39	FIRE IMPROVEMENT SURCHARGE	\$60.32	0.00
2026	40	FIRE PATROL TIMBER	\$21.68	8.00
2026	41	FIRE PATROL GRAZING	\$17.40	22.60
Notations				
Description	Tax Amount	Year Added	Value Amount	

BOPTA ORDER-REDUCTION 309.120		1995	
STATE FIRE PROTECTION		2006	
CARTOGRAPHIC ACTIVITY		2010	
CARTOGRAPHIC ACTIVITY		2019	
CARTOGRAPHIC ACTIVITY		2021	
POT'L ADD'L TAX LIABILITY ORS 308A.083	\$2,372.27	2022	

Location Map



Close Window

Print Window

Improvement Summary

JACKSON County

For Assessment Year 2026

Account ID

Map

Mailing

10097505
382E27-00-00800
EVANS JOSHUA ET AL
386 SHERATON DR
WILLIAMS OR 97544

Situs

271 COVE RD ASHLAND/COUNTY OR 97520

Bldg	Code Area	Stat Class	Year Built	Comp %	Description	Sqft
1	0504	949	1967	100	949 - DRC Value	684

Rooms:

Floors					
Description		Class	Comp %	OR %	Sqft
First Floor		4	100		684

Improvement Inventory			
Description	Qty/Size	Description	Qty/Size
MS BATH: FULL	1	MS SIDING: METAL	684
MS ROOF: METAL	684	MS SKIRTING: AVERAGE	1

Accessories			
Description		Size	Qty
MS DECK: 1 POOR		320	

Total RMV

\$2,370

Improvement Summary
JACKSON County
For Assessment Year 2026

Account ID10097505

Map382E27-00-00800

MailingEVANS JOSHUA ET AL
386 SHERATON DR
WILLIAMS OR 97544

Situs271 COVE RD ASHLAND/COUNTY OR 97520

Bldg	Code Area	Stat Class	Year Built	Comp %	Description	Sqft
2	0504	300	1985	100	300 - Residential Other Improvements	0

Rooms:

Improvement Inventory			
Description	Qty/Size	Description	Qty/Size

Accessories			
Description			
GP SHED			160
Total RMV			\$2,430

STATEMENT OF TAX ACCOUNT
JACKSON COUNTY TAX COLLECTOR
JACKSON COUNTY COURTHOUSE
MEDFORD, OR 97501
(541) 774-6541

10-Jul-2026

EVANS JOSHUA ET AL
386 SHERATON DR
WILLIAMS OR 97544

Tax Account #	10097505	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	0504
Situs Address	271 COVE RD ASHLAND/COUNTY OR 97520	Interest To	Jul 10, 2026

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2025	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,469.83	Nov 15, 2025
2024	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,425.36	Nov 15, 2024
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,356.83	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,256.72	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,766.22	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,573.51	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,507.88	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$966.83	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$969.44	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$939.02	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$903.37	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$931.13	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$869.93	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$857.78	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$814.40	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$796.02	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$783.16	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$774.85	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$624.15	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$517.94	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$401.05	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$396.33	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$486.97	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$500.69	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$455.39	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$531.01	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$543.46	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$516.22	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$473.12	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$580.12	Nov 15, 1996
Total		\$0.00	\$0.00	\$0.00	\$0.00		



JACKSON COUNTY TAXATION
PO BOX 1569
MEDFORD OR 97501-0242

REAL PROPERTY TAX STATEMENT
JULY 1, 2025 TO JUNE 30, 2026
www.jacksoncountyor.gov/tax
541-774-6541

TAX ACCOUNT: 10097505

10097505

EVANS JOSHUA ET AL
386 SHERATON DR
WILLIAMS OR 97544

CODE: 0504 **MAP:** 382E27-00-00800 **ACRES:** 30.60
SITUS: 271 COVE RD ASHLAND/COUNTY

VALUES:	LAST YEAR	THIS YEAR
REAL MARKET (RMV)		
LAND	264,320	273,300
STRUCTURES	4,900	5,100
TOTAL RMV	269,220	278,400
ASSESSED VALUE	175,300	180,550
TOTAL PROPERTY TAX:	2,425.36	2,469.83

EDUCATION SERVICE DISTRICT	63.63
RCC	92.59
ASHLAND SD 5	751.11
ASHLAND SD 5 LOCAL OPTION	232.91
EDUCATION TOTAL:	1,140.24

JACKSON COUNTY	362.89
4-H EXTENSION SERVICE DISTRI	7.69
VECTOR CONTROL	7.75
JACKSON SOIL & WATER CONS	9.03
JACKSON COUNTY LIBRARY DIS	108.33
JACKSON COUNTY RFPD #5	351.51
GENERAL GOVT TOTAL:	847.20

JACKSON COUNTY BONDS ECSC	11.75
RCC BONDS	0.00
RCC SHARED BONDS	7.91
ASHLAND SD 5 BONDS	363.28
OR FORESTRY FIRE SURCHARGE	58.00
OR FORESTRY FIRE, TIMBER	33.86
OR FORESTRY FIRE, GRAZING	7.59
BONDS - OTHER TOTAL:	482.39

If you pay the 1/3 or 2/3 option a reminder statement will be mailed before the next payment is due.

POTENTIAL ADDITIONAL TAX LIABILITY

IMPORTANT INFORMATION ON BACK

PAYMENT QUESTIONS (541) 774-6541
VALUE QUESTIONS (541) 774-6059

DELINQUENT TAXES:

2024-25 TAX AND INTEREST DUE 2705.62

TOTAL TAXES DUE (Includes discount) **5,101.36**

Please include this coupon with payment. NO STAPLES, PAPER CLIPS, OR TAPE!

Due November 17th, 2025

3% Discount..... ☐	5,101.36		
2% Discount..... ☐	4,319.24	Next Payment	05/15/2026
Trimester Option ☐	3,528.90	Next Payment	02/17/2026

EVANS JOSHUA ET AL
386 SHERATON DR
WILLIAMS OR 97544

☐ Mailing address change on back



JACKSON COUNTY TAXATION
PO BOX 1569
MEDFORD OR 97501-0242

ACCOUNT NO.

10097505

AMOUNT ENCLOSED

\$

15100100975050000352890000043192400005101365



After recording return to:
First American Title
370 Lithia Way
Ashland, OR 97520

Until a change is requested all tax
statements shall be sent to the
following address:
Joshua Evans
386 Sheraton Dr.
Williams, OR 97544

File No.: 7162-4003900 (jr)
Date: October 21, 2022

THIS SPACE RES

Jackson County Official Records **2022-033602**
R-BS
Stn=62 HALLEH **11/21/2022 03:40:02 PM**
\$10.00 \$10.00 \$11.00 \$11.00 \$60.00 **\$102.00**

I, Christine Walker, County Clerk for Jackson County, Oregon, certify
that the instrument identified herein was recorded in the Clerk
records.

Christine Walker - County Clerk

STATUTORY BARGAIN AND SALE DEED

Joshua Colin Evans and Jessica Marie Beninger, Grantor, conveys to **Joshua Evans as to an undivided 50% interest and Tracy Gouldy as to an undivided 50% interest as tenants in common**, Grantee, the following described real property:

LEGAL DESCRIPTION: Real property in the County of Jackson, State of Oregon, described as follows:

PARCEL 8, AS SHOWN ON THE PARTITION PLAT FILED IN THE OFFICE OF THE JACKSON COUNTY, OREGON SURVEYOR AS NO. 23173, AND RECORDED AS PARTITION PLAT NO. P-31-2020 OF "RECORD OF PARTITION PLATS" IN JACKSON COUNTY, OREGON.

The true consideration for this conveyance is **\$0.00**. (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 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, 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 ORS 195.300, 195.301 AND 195.305

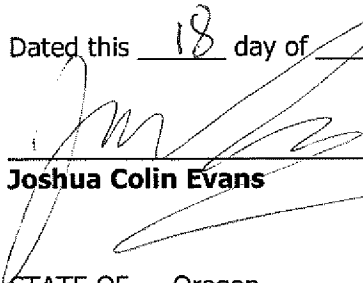
APN: 1-009750-5

Bargain and Sale Deed
- continued

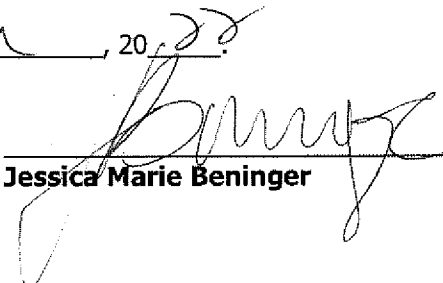
File No.: 7162-4003900 (jr)
Date: 10/21/2022

TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 18 day of November, 2022.



Joshua Colin Evans



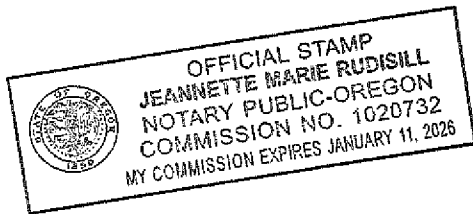
Jessica Marie Beninger

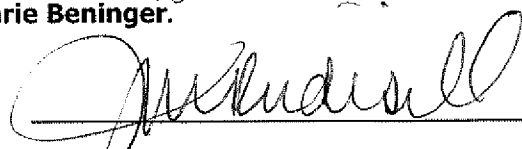
STATE OF Oregon)

)ss.

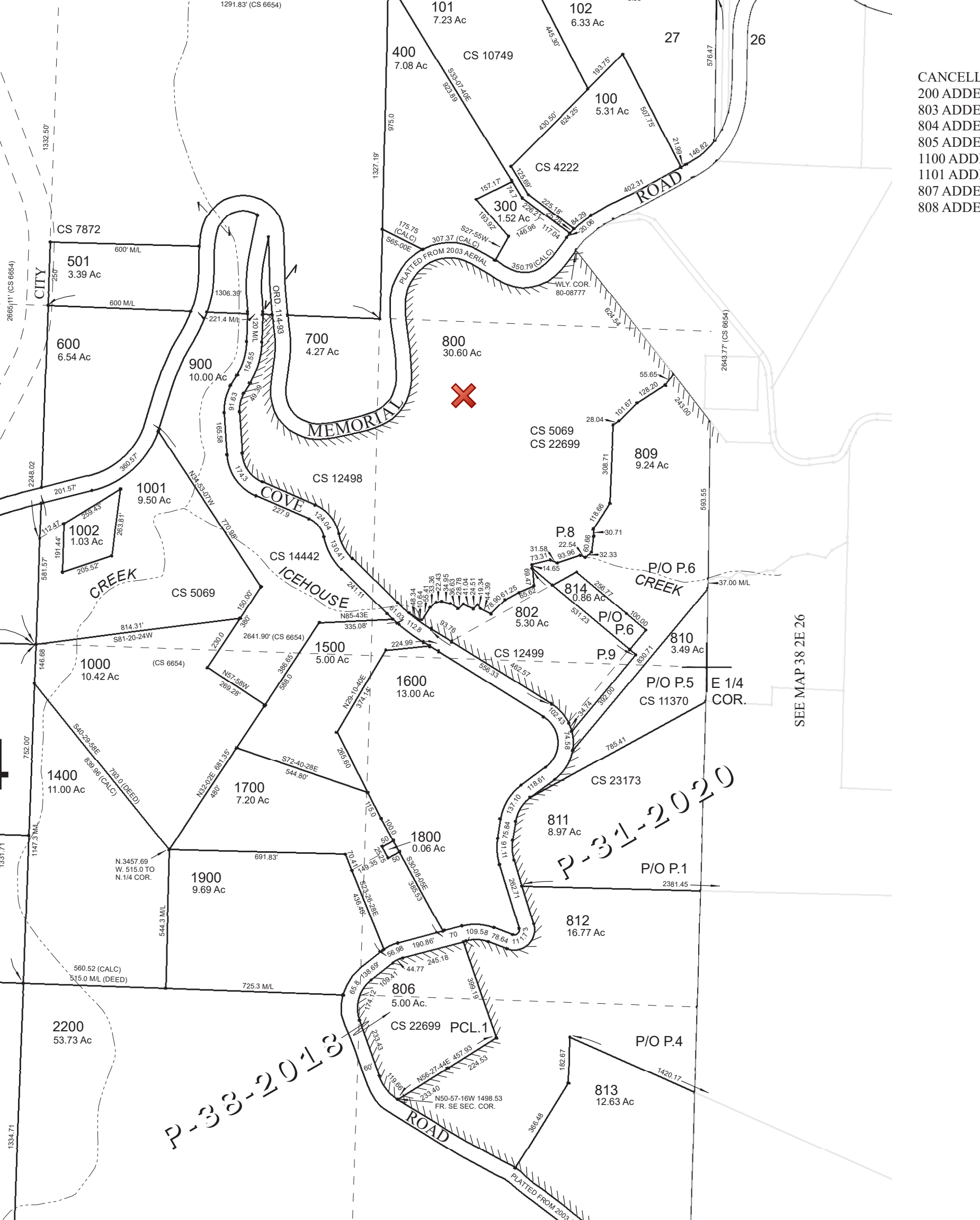
County of Jackson)

This instrument was acknowledged before me on this 18 day of November, 2022
by **Joshua Colin Evans and Jessica Marie Beninger**.





Notary Public for Oregon
My commission expires: 1-11-2026



CANCELLED
200 ADDED
803 ADDED
804 ADDED
805 ADDED
1100 ADDED
1101 ADDED
807 ADDED
808 ADDED

SEE MAP 38 2E 26

P-33-2013

P-31-2020

Title Report



First American Title™

First American Title Insurance Company

1225 Crater Lake Avenue, Suite 101
Medford, OR 97504
Phn - (541)779-7250
Fax - (866)400-2250

Order No.: 7161-4406662

August 04, 2026

FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

LISA TATE, Escrow Officer/Closer

Phone: (541)779-7250x5435 - Fax: (866)839-7125- Email:LTate@firstam.com

First American Title Insurance Company

1225 Crater Lake Avenue, Suite 101, Medford, OR 97504

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Lacey King, Title Officer

Phone: (541)779-7250 - Email: lrking@firstam.com

Preliminary Title Report

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.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Situs Address as disclosed on Jackson County Tax Roll:

271 & 251 Cove Road, Ashland, OR 97520

2021 ALTA Owners Standard Coverage	Liability \$	345,000.00	Premium \$	780.00 STR
2021 ALTA Owners Extended Coverage	Liability \$		Premium \$	
2021 ALTA Lenders Standard Coverage	Liability \$		Premium \$	
2021 ALTA Lenders Extended Coverage	Liability \$	TBD	Premium \$	TBD
Endorsement 9.10, 22 & 8.1			Premium \$	100.00
Govt Service Charge			Cost \$	
Other			Cost \$	

Proposed Insured Lender: Lender To Be Determined and ISAOA that are defined as an Insured in the Conditions of the Policy ATIMA

Proposed Borrower: TBD

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation 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 July 29, 2026 at 8:00 a.m., [title to the fee simple estate is vested in:](#)

Joshua Evans as to an undivided 50% interest and Tracy Gouldy as to an undivided 50% interest as tenants in common

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

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; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
 - B. Affidavit regarding possession
 - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims or title to water, whether or not shown by the public record.
 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
 8. Taxes for the fiscal year 2026-2027 a lien due, but not yet payable

9. The herein described property has been disqualified from special assessment as farm use land and is currently assessed at true cash (market) value. ORS 308A.083 et seq. provides that if the property is converted to a use inconsistent with its return to farm purposes, potential tax in the amount of \$2,372.27 will become due and payable.
10. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
11. The county tax roll discloses a mobile home on the herein described premises which is not included in title insurance coverage. Subject to requirements and provisions of O.R.S. 311.280 pertaining to mobile home taxes becoming liens on real property.
12. 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 Icehouse Creek.
13. Easement, including terms and provisions contained therein:
Recording Information: July 14, 1965 as [Volume 591, Page 189](#)
In Favor of: Pacific Power & Light Company
For: Transmission and distribution of electricity, and other purposes
Affects: (Specific location not given)
14. Easement, including terms and provisions contained therein:
Recording Information: February 19, 1970 as Document No. [70-01340](#)
In Favor of: Pacific Power & Light Company
For: Transmission and distribution of electricity, and other purposes
Affects: (Specific location not given)
15. Restrictive Covenants, including the terms and provisions thereof, as imposed by Jackson County Department of Planning and Development, through the Jackson County Land Development Ordinance, and recorded May 29, 1991 as Document No. [91-11975](#), Official Records of Jackson County, Oregon.
16. Restrictive Covenants, including the terms and provisions thereof, as imposed by Jackson County Department of Planning and Development, through the Jackson County Land Development Ordinance, and recorded March 09, 1992 as Document No. [92-06366](#), Official Records of Jackson County, Oregon.
17. Easement, including terms and provisions contained therein:
Recording Information: January 29, 1993 as Document No. [93-02962](#)
In Favor of: PacifiCorp dba Pacific Power & Light Company
For: Transmission and distribution of electricity, and other purposes
Affects: (Specific location not given)
18. The terms and provisions relating to maintenance of an easement appurtenant to the herein described land as set forth in instrument recorded September 17, 2018 as Document No. [2018-029028](#).
19. Declaration of Easements for Use, Operation and Maintenance of Shared Well, including terms and provisions thereof.
Recorded: September 18, 2018 as Document No. [2018-029166](#)

20. Declaration of Easement for Use, Operation and Maintenance of Water Facilities, including terms and provisions thereof.
Recorded: August 30, 2021 as Document No. [2021-037349](#)
21. Deed of Trust and the terms and conditions thereof.
Grantor/Trustor: Jessica Beninger and Joshua Evans, individuals
Grantee/Beneficiary: Mark Phillips
Trustee: First American Title Insurance Company
Amount: \$145,000.00
Recorded: February 16, 2021
Recording Information: Document No. [2021-006763](#) and re-recorded November 14, 2022 as Document No. [2022-032815](#)

The lien of said Deed of Trust was subordinated to the lien of the instrument recorded June 04, 2026 under recording no. [2026-012062](#) by agreement recorded June 04, 2026 under recording no. [2026-012061](#).

22. Deed of Trust and Assignment of Rents.
Grantor/Trustor: Joshua Evans and Tracy Gouldy
Grantee/Beneficiary: CLS Investments, LLC
Trustee: First American Title Company
Amount: \$185,000.00
Recorded: June 04, 2006
Recording Information: Document No. [2026-012062](#)

The beneficial interest under said Deed of Trust has been assigned to CLS Investments, LLC, by Assignment recorded June 17, 2026 as Document No. [2026-013141](#).

23. Unrecorded leases or periodic tenancies, if any.

- END OF EXCEPTIONS -

NOTE: We find no matters of public record against TBD that will take priority over any trust deed, mortgage or other security instrument given to purchase the subject real property as established by ORS 18.165.

NOTE: Taxes for the year 2025-2026 PAID IN FULL

Tax Amount: \$2,469.83
Map No.: 382E27 800
Property ID: [1-009750-5](#) (Includes X167895)
Tax Code No.: 5-04

NOTE: An easement appurtenant to the herein described property for September 17, 2018, including the terms and provisions thereof, as set forth in instrument recorded Document No. [2018-029028](#), Official Records of Jackson County, Oregon.

NOTE: An easement appurtenant to the herein described property for September 18, 2018, including the terms and provisions thereof, as set forth in instrument recorded Document No. [2018-029166](#), Official Records of Jackson County, Oregon.

NOTE: This Preliminary Title Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Crops on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

NOTE: According to the public records, there has been no conveyance of the land within a period of 24 months prior to the date of this report, except as follows:

None

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

LACEY KING

TITLE OFFICER

lrking@firstam.com

Recording Information

For county recording requirements and fees visit

<https://jacksoncountyor.gov/departments/clerk/recording/index.php>

NOTE: Non-standard Document Fee of \$20.00, if applicable, will be imposed by the county clerk for documents presented for recording that fail to meet the requirements established by ORS 205.27

You can also calculate fees by using our Title Fee Calculator at <https://facc.firstam.com/>.

cc: Lender To Be Determined

cc: Chris Martin, John L. Scott Real Estate
871 Medford Center, Medford, OR 97504

Exhibit "A"

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

PARCEL 8, AS SHOWN ON THE PARTITION PLAT FILED IN THE OFFICE OF THE JACKSON COUNTY, OREGON SURVEYOR AS NO. [23173](#), AND RECORDED AS PARTITION PLAT NO. P- 31-2020 OF "RECORD OF PARTITION PLATS" IN JACKSON COUNTY, OREGON.



First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (07/01/21)

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement erected on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

ALTA OWNER'S POLICY (07/01/21)

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

SCHEDULE OF STANDARD EXCEPTIONS

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; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien" or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

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

Rev. 07-01-21



Privacy Notice

Last Updated and Effective Date: December 1, 2025

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does **not** apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.



Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

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Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

Homesite Approval



JACKSON COUNTY DEVELOPMENT SERVICES

TYPE 2 LAND USE DECISION

Homesite Amendment STAFF REPORT

DEVELOPMENT SERVICES

Youngsook Kim
Planner II

10 South Oakdale Ave.
Medford, OR 97501
Phone: (541) 774-6946
Fax: (541) 774-6791
kimys@jacksoncounty.org

OWNER: Joshua Evans & Jessica Beninger
386 Sheraton Dr.
Williams, OR 97544

FILE: 439-21-02945-ZON

AGENT: Richard Stevens & Associates, Inc.
P.O. Box 4368
Medford, OR 97501

MAP DESCRIPTION:

TWP: 38S RANGE: 2E SECTION: 27 TAX LOT: 800

LOCATION: 271 Cove Road

NATURE OF APPLICATION: Amending Nonfarm Dwelling approval 91-19-NF to a different location for the replaced dwelling.

STAFF DECISION: Approval with conditions.

I. BACKGROUND INFORMATION

- A. **Parcel Size:** 30.6 acres
- B. **Zoning:** Exclusive Farm Use (EFU)
- C. **Fire Protection:** District #5
- D. **Access:** Cove Road, a public road
- E. **Areas of Special Concern:** Deer & Elk Winter Range (ASC 90-1)
- F. **Overlays:** Steep Slopes/Expansive Soils, Streams, Wetlands, Wildfire Hazard
- G. **Previous Land Use Actions:** 91-19-NF approved a nonfarm dwelling
- H. **Current Land Use:** Residential.

II. KEY ISSUES

- A. Section 218.120 of the 1989 Jackson County Land Development Ordinance (JCLDO);
- B. Section 2.6.9 Amendment of Approved Land Use Permits;

- C. Section 4.2.3 General Review Criteria for Type 2 – 4 Permits;
- D. Section 4.2.6(B) Replacement Dwelling.

III. APPLICABLE CRITERIA

To approve this application, the County must determine that the application is in conformance with Sections 2.6.9, 3.1.3, 4.2.3, 4.2.6(B), 7.1.1(C), 8.2, 8.5, 8.6, 8.7, 9.5 and 10.2 of the Jackson County Land Development Ordinance and Section 218.120 of the 1989 Land Development Ordinance.

All standards and criteria identified from the Land Development Ordinance (LDO) as being applicable to this request have been reviewed by staff. The following findings reflect only the criteria and standards considered relevant to the issues identified in Section II of this report. Conditions required as part of any approval, are based upon review of the LDO (*Standards and Criteria listed in Section III*) and the findings established in the following sections.

IV. FINDINGS OF CONFORMANCE WITH THE LAND DEVELOPMENT ORDINANCE

- 1) **Section 218.120** of the 1989 Land Development Ordinance outlines standards for approval of a nonfarm dwelling and parcel in an Exclusive Farm Use (EFU) zoning district (effective 2/13/1989 through 3/28/2000):

The first nonfarm dwelling may be established after making application to the Planning Director, provided that such application proposing a nonfarm dwelling conforms to all of the following standards and procedures.

Section 218.045(1): *To approve the application for a nonfarm dwelling or nonfarm parcel the Planning Director must find that:*

- A) *The nonfarm dwelling or nonfarm parcel will be located on/contain predominantly soil capability classes IV through VIII as determined by the Agricultural Capability Classification System in use by the United States Department of Agriculture Soil Conservation Service on October 15, 1983.*

FINDING/CONCLUSION: The proposal is to replace an existing Nonfarm dwelling in a different location. File number (439)91-19-NF approved the current location of the existing dwelling as designated on the map that the applicant submitted at the time. The submitted site plan shows the proposed 175' X140' building envelope (0.56 Ac) for a replacement dwelling at 235' from the southwest and 300' from the northwest property lines as indicated on the submitted plot plan.

The criteria in this section were addressed and found in compliance with the ordinance in 1991. The majority of the proposed building envelope is in class VI soil, and the remainder is in class IV soil based on the applicant's plot plan and Jackson County GIS soil map. This criterion is met.

- B) The nonfarm parcel or dwelling or activities associated with the dwelling will not force a significant change in or significantly increase the cost of accepted farming practices on nearby lands devoted to farm use.*

FINDING/CONCLUSION: The applicant states that the proposal is to replace the existing dwelling in close proximity to the existing dwelling. The building envelope is greater than 300' from the existing/ potential farm use to the east, screened by the vegetation, and intervened by Ice House Creek, and Cove road. The subject property is predominantly surrounded by residentially zoned properties.

As demonstrated in detail in applicant's findings, no significant changes and significant increase in the cost of accepted farm practices on nearby lands devoted to farm use is anticipated. This criterion is met.

- C) The nonfarm dwelling parcel is situated upon generally unsuitable land for the production of farm crops and livestock, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the existing tract. A lot or parcel shall not be considered unsuitable solely because of its size or location if it can reasonably be put to farm use in conjunction with other land. Does not materially alter the stability of the overall land use pattern of the area; and*

FINDING/CONCLUSION: The standards were addressed in File 91-19-NF when the initial dwelling was approved. The Agent's findings state that since the purpose of this application is to amend the location of the approved homesite envelope, and not to establish a new dwelling, this section is not applicable to this application.

- D) The nonfarm dwelling or parcel is consistent with the overall land use pattern of and nonfarm density for the area zoned Exclusive Farm Use.*

FINDING/CONCLUSION: The replacement dwelling will not change the overall land use pattern of and nonfarm density because the number of the dwelling on the subject parcel will not change. This criterion is met.

- E) The nonfarm dwelling or parcel does not adversely affect sensitive fish and wildlife habitat pursuant to Section 280.110 (3)(E).*

FINDING/CONCLUSION: The applicant states that the subject property was not identified as sensitive wildlife habitat at the time of initial dwelling application and was not subject to compliance with this subsection. The property is now within Deer and Elk Overlay and is addressed in the Section below.

Section 218.120(2)(E): Pursuant to ORS 215.236, building permits shall not be issued for proposed dwellings which are reviewed under this section on a lot or parcel which is valued at true cash value for farm use under ORS 308.370, until the applicant has furnished the Planning Director with evidence that the lot or parcel upon which the dwelling is proposed has been disqualified for valuation at true cash value for farm use under ORS 308.370. Such evidence shall be provided to the Planning Director within

120 days of approval or the decision is void.

FINDING/CONCLUSION: File (439)91-19-NF approved a dwelling with a condition related to this section requiring a permanent disqualification from special assessment under ORS 308.370 at the time. The record shows that condition A of the above approval was signed off on 3/09/1992, however, Assessment record shows that the parcel is currently receiving special assessment. In compliance with the condition A, this standard can be met as a condition of approval.

- 2) **Section 2.6.9** of the LDO establishes the following requirements for land use permit amendment: *A valid land use permit that existed on the date of adoption of this Ordinance may be amended, extended, or modified in accordance with the procedures and standards established for the most comparable current application, as identified by the Director.*

FINDING/CONCLUSION: The file (439)91-19-NF was approved through a Type 2 Nonfarm dwelling application process and perfected by the satisfactory installation of the septic system and a finalized construction permit for the existing manufactured dwelling.

The condition (D) of the above approval reads: *The nonfarm dwelling shall be placed as designated on the map you submitted.*

The condition (D) of the original approval was made based on satisfaction of criteria. Amendment of the condition may be reviewed in accordance with the procedures and standards established for the most comparable current application, as identified by the Director.

Table 4.2-1 identifies a nonfarm residential permit as a Type 2 permit. The Type 2 procedures are being followed.

- 3) **Section 3.1.3** states: *A site development plan may be required pursuant to Section 3.2.4. If a site development plan is required, it shall comply with Section 3.2 and all other applicable provisions of this Ordinance.*

FINDING/CONCLUSION: The proposal is for a dwelling location amendment in the EFU zoning district. Section 3.2.2 of the Site Development Plan criteria states that site plan review does not apply to single family residential development projects. The dwelling site amendment is considered a single-family residential development project, and therefore Section 3.2.2 does not apply to this project.

- 4) **Section 4.2.3** of the LDO establishes the following EFU general approval criteria: *The use may be approved only where the use:*

A) *Will not force a significant change in accepted farm or forest practices on surrounding lands devoted to farm or forest use; and*

B) *Will not significantly increase the cost of accepted farm or forest practices on*

surrounding lands devoted to farm or forest use.

The applicant may demonstrate that these criteria will be satisfied through the imposition of conditions. Any conditions so imposed must be clear and objective. [ORS 215.296; OAR 660-033-0030(5)]

FINDING/CONCLUSION: The proposal is to replace an existing Nonfarm dwelling in a different location. (439)91-19-NF approved the current location of the existing dwelling as designated on the map the applicant submitted at the time. The submitted site plan shows the proposed 175' X140' building envelope (0.56 Ac) for a replacement dwelling located ~235' from the southwest and ~300' from the northwest property lines, as indicated on the submitted plot plan.

The applicant provided findings that affects the properties within the 750' notice area partially or entirely. The proposed building envelope is entire within 250' from the current dwelling location based on the plot plan. The applicant states the majority of the surrounding lands area developed with a dwelling and few of them have farm practices. The replacement dwelling will be situated a minimum of approximately 295' or more from a few farm properties to the southeast.

The submitted findings demonstrates that the proposed building envelope will not force a significant change in or significantly increase the cost of accepted farm or forest practices on the surrounding lands due to the proximity to the existing residential development, the spatial separation from the existing farm practices and lack of farm or forest practices on surrounding lands. With conditions, these criteria can be met.

- 5) **Section 4.2.6(B)** Alteration, Restoration, or Replacement of a Lawfully Established Dwelling:

Section 4.2.6(B)(1): *The lawfully established dwelling to be altered, restored, or replaced shall have:*

- a) Intact, exterior walls and roof structure;*
- b) Indoor plumbing including a kitchen sink, toilet, and bathing facilities connected to a sanitary waste disposal system;*
- c) Interior wiring for interior lights; and*
- d) A heating system.*

FINDING/CONCLUSION: The dwelling was allowed in the zoning district via file 439-91-19-NF. The assessment record shows a 1967 684 sq. ft. single wide manufactured dwelling. The existing mobile home installation permit and other associated permits were finalized in 1992 which demonstrates that the existing dwelling meets the above standards.

- 2) *In the case of replacement, the dwelling to be replaced shall be removed, demolished, or converted to an allowable use within three (3) months of the completion of the replacement dwelling or issuance of a deferred replacement permit under Subsection 4.2.6(B)(4). A replacement dwelling may be sited on any*

part of the same lot or parcel. A dwelling established under this Section shall comply with all applicable siting standards, including the dimensional requirements set forth in Chapter 4 of this Ordinance, the sensitive fish and wildlife habitat requirements of Section 7.1.1(C), and the fire safety requirements in Section 8. However, such standards shall not be applied in a manner that prohibits the siting of the dwelling.

FINDING/CONCLUSION: The applicant states to agree to comply with these requirements, and a deferred replacement permit is not applicable. The applicant's additional findings are addressed below.

Staff concurs with the applicant's findings and concludes the proposed replacement/relocated dwelling can feasibly be met with conditions.

6) **Section 7.1.1(C)** ASC 90-1 Deer and Elk Habitat:

1) *Description*

This area includes all lands on which development can affect survival of Black-tailed deer or Roosevelt elk herds as described in the Natural and Historic Resources Element (Chapter 16) of the Comprehensive Plan. Such lands are identified as winter range habitat on base maps prepared by the Oregon Department of Fish and Wildlife (ODFW) and adopted by the Board of Commissioners as ASC 90-1. Winter range is classified by ODFW as "Especially Sensitive," "Sensitive", and "Other", with commensurate levels of protection provided to protect the carrying capacity of the range as set forth in the Jackson County Comprehensive Plan.

- a) *Winter range units classified by ODFW as "Especially Sensitive" include:*
- i) Upper Applegate Unit*
 - ii) Agate Flat Unit*
 - iii) Lake Creek Unit*
 - iv) Grizzly Unit*
 - v) Big Butte Creek Unit*
 - vi) Upper Rogue Unit*
 - vii) Elk Creek Unit*

FINDING/CONCLUSION: The subject property is located within the Grizzly Unit and is classified as "Especially Sensitive".

2) *Minimum Parcel Size*

New parcels that are created by partition or subdivision in winter range units will comply with the following minimum parcel sizes:

- a) Especially Sensitive Winter Range units: 160 acres;*
- b) Sensitive Winter Range units: 40 acres, or the minimum parcel size required by the underlying zoning district, whichever is larger; and*

- c) *Other Winter Range units may be divided according to the prevailing minimum parcel/lot size for the zoning district.*

FINDING/CONCLUSION: No new parcels are proposed. The above standard is not applicable.

3) *Gating Requirements*

New private roads will be gated between November and April (where permitted by law) to protect wintering deer and elk. Individual driveways to dwellings or other buildings that are within 300 feet of a public road are exempt from gating requirements.

FINDING/CONCLUSION: No private road is proposed with this application. This standard is not applicable.

- 4) *The standards of this subsection are deemed to comply with the deer and elk habitat protection measures recommended by ODFW and therefore do not require ODFW comment on Type 1 permits issued in conformance with this subsection. A first dwelling on a lawfully created lot or parcel will be located within 300 feet of an existing:*

- a) *Public or private road;*
- b) *Driveway that provides access to an existing dwelling on another parcel (provided the new dwelling unit will not take access on it unless the driveway is improved to the private road standards of Section 9.5.3); or*
- c) *Other developed access way that existed as shown on the County 2001 aerials or other competent evidence (e.g., a road or driveway for a legal easement recorded prior to the aerial date). To be considered under the locational criteria of this subsection, any access must, at a minimum, conform with the emergency vehicle access standards of Section 9.5.4. When an initial dwelling is proposed to be sited in an alternative location that does not conform to the standards of this subsection, the alternative location may be allowed through a Type 2 review process in accordance with subsection (6), below.*

FINDING/CONCLUSION: The proposal is not an initial dwelling. The submitted site plan shows the proposed replacement dwelling located within 300' of the existing dwelling which was established in 1992. These standards are met.

5) *General Development Standards*

The following standards apply to all discretionary land use permits subject to review under this Section, unless a condition of approval when the parcel was created required compliance with prior habitat protection standards. The land use decision will include findings that the proposed use will have minimal adverse impact on winter deer and elk habitat based on:

- a) *Consistency with maintenance of long-term habitat values of browse and forage, cover, sight obstruction;*

FINDING/CONCLUSION: The proposed building envelope will be situated within 300' of the existing driveway. The applicant's findings state the proposed amended homesite envelope will be situated in close proximity (less than 300'), thereby allowing the majority of the subject property to continue to remain natural and undisturbed. The proposed location is near the edge of a tree line so cover and sight obstruction is compromised at a minimal level and minimizing the removal of vegetation that provides browse and forage. This standard can be met with conditions of approval.

- b) Consideration of the cumulative effects of the proposed action and other development in the area on habitat carrying capacity; and*

FINDING/CONCLUSION: The applicant states that the number of dwellings does not change in the area and the impact remains within the 300' of the existing dwelling so the cumulative effects of the proposed action and the habitat carrying capacity is not anticipated to change. This criterion can be met with a condition of approval that the existing manufactured dwelling will be removed.

Staff adopts the Agent's findings and concludes the above standard is met.

- c) Location of dwellings and other development within 300 feet of an existing public or private road, or driveway that provides access to an existing dwelling as shown on the County 2001 aerials or other competent evidence. When it can be demonstrated that habitat values and carrying capacity are afforded equal or greater protection through a different development pattern an alternative location may be allowed through the discretionary review process described in subsection (6), below;*

FINDING/CONCLUSION: The entire building envelope is within 300' of an existing driveway that serve the existing dwelling that existed since 1992, in compliance with the requirements with the requirements of Subsection (c). This standard is met.

- d) Dwellings other than the initial dwelling on a lot or parcel will comply with one (1) of the following, as applicable:*
- i) A maximum overall density (within the tract) of one (1) dwelling unit per 160 acres in Especially Sensitive Winter Range units, or one (1) dwelling unit per 40 acres in Sensitive Winter Range units; or*
 - ii) Clustering of new structures within a 200-foot radius of the existing dwelling to achieve the same development effect as would be achieved under i), above.*

FINDING/CONCLUSION: The overall density within the tract/parcel remains the same with a removal of the existing manufactured dwelling. This standard can be met with a condition of approval by removal of the existing manufactured dwelling.

7) **Sections 8.5.3(F), 8.6, 8.7, and 9.5.5**

FINDING/CONCLUSION: The proposed building envelope is more than 500' from Aggregate Removal (AR) zoning district, more than 220' from Ice House Creek and has adequate fuelbreak area on the subject property. The applicant states the firesafety requirements can feasibly be met and agrees to comply with the requirements.

A condition of approval will require the applicant apply for a Fire Safety Inspection through Development Services and performed by Fire District #5 to ensure compliance with Section 8.7.1 and 9.5.5.

These standards can be met with conditions of approval.

V. CONCLUSION

The proposal has been found to be consistent with the Jackson County Comprehensive Plan and Land Development Ordinance.

VI. DECISION

File 439-21-02945-ZON, an application for a Type 2 land use decision to allow a replacement/relocation of the existing nonfarm dwelling on property described as Township 38 South, Range 2 East, Section 27, Tax Lot 800, is hereby approved, subject to the following conditions:

- 1) **Location:** The replacement dwelling shall be located within the amended 175' X 140' building envelope located ~235' from the southwest and ~300' from the northwest property lines, as represented on the site plan submitted.
- 2) **Revised Site Plan: Prior to issuance of any permits,** a revised site plan shall be submitted. The site plan shall meet the following standards:
 - A) An accurate plot plan must be submitted for review by Development Services on either standard 8.5" x 11" or legal 8.5" x 14" size paper.
 - B) The plot plan must accurately depict the boundaries of the parcel.
 - C) It must be accurately drawn to a base 10-foot scale (e.g. 1" = 60').
 - D) All improvements on the property must be shown on the plot plan with labels.
- 3) **Special Assessment Disqualification: Prior to issuance of septic or building permits,** evidence shall be provided to Planning Services that the nonfarm parcel has been permanently disqualified from special assessment under ORS 308.370 by the Jackson County Assessor's Office and all back taxes have been paid in compliance with the condition (A) from file (439)91-19-NF.
- 4) **Fire Safety Inspection (FSI): Prior to issuance of building permits,** Fire District No. 5 must inspect the property to verify that the Wildfire Safety Standards

of Section 8.7.1 are in place. A Fire Safety Inspection must be requested in person at the Planning Department when all requirements have been met. An information sheet with a complete checklist of all requirements is available from the Planning Department.

The following is a summary of the requirements that must be in place prior to the inspection request:

- A) A plot plan indicating the proposed structure(s) must be on record in the Planning Department.
- B) The proposed structure(s) must be staked out on the site.
- C) Address signs must be installed at the driveway entrance (visible from both directions) and at all forks in the drive, with directional arrows as needed.
- D) Driveway access to within 50 feet of all buildings must be constructed to support a gross vehicle weight of 50,000 pounds to accommodate heavy firefighting equipment. The driveway must terminate in an approved turnaround arrangement that meets the same load carrying capacity.
- E) A **100-foot fuelbreak must be developed and maintained** around the proposed dwelling.

If Fire District No. 5 staff is not able to make the inspection, then the applicant needs to hire an engineer or land surveyor to make a determination that the standards have been met. (LDO Section 8.7.1)

- 5) **FSI at Time of Permits:** At the time of application for building permits, evidence must be provided to Planning demonstrating the proposed improvement will meet the following Fire Safety Standards as required by JCLDO Section 8.7.1:
 - A) Roof Coverings: All structures shall have Class A or B roofing according to Section 1504 of the State of Oregon Structural Specialty Code. This prohibits wood roofing of any type, including pressure treated wood shingle or shakes.
 - B) Slope: All new dwellings shall be sited on a slope less than 40 percent.
 - C) Chimneys: All chimneys for new dwellings, or other significant outbuildings, shall have a spark arrester. (LDO Section 8.7.1)
- 6) **Plan Review:** All plans must be reviewed and approved by planning staff prior to authorization of permits.
- 7) The dwelling to be replaced shall be removed, demolished, or converted to an allowable use within three (3) months of the completion of the replacement

dwelling.

- 8) **Homesite Amendment Expiration:** The replacement nonfarm dwelling approval at the amended site, pursuant to LDO Section 4.1.3 is valid for four (4) years from the date of the final decision and will expire unless dwelling development has been initiated, as defined in LDO Section 13.3. This approval may be extended for an additional period not to exceed two year on request.

This decision is limited to the County's review of applicable zoning rules and land use law, as outlined in the Jackson County Comprehensive Plan, the Jackson County Land Development Ordinance, and the Oregon Administrative Rules and Oregon Revised Statutes relating to land use. Other County, State and Federal agencies may have regulatory review authority for development projects. The decision rendered herein neither implies nor guarantees compliance with the requirements of any other regulatory agency. It is the property owner's responsibility to ensure that the development complies with the requirements of any other regulatory agency or provisions of law prior to initiating development.

Notice of this decision is being sent to property owners in the vicinity of this property. They or the property owner have the right to appeal the decision within 12 days of the date this decision is mailed. This decision will be final on the 13th day, provided an appeal hearing has not been requested.

JACKSON COUNTY PLANNING DIVISION



By: Youngsook Kim
Planner II

Date: _____

Attachments:

- A) Site Plan

cc: Owner, Agent
Jackson County Assessor

Conceptual Development Plan

38-2E-27 TL 800



Legend

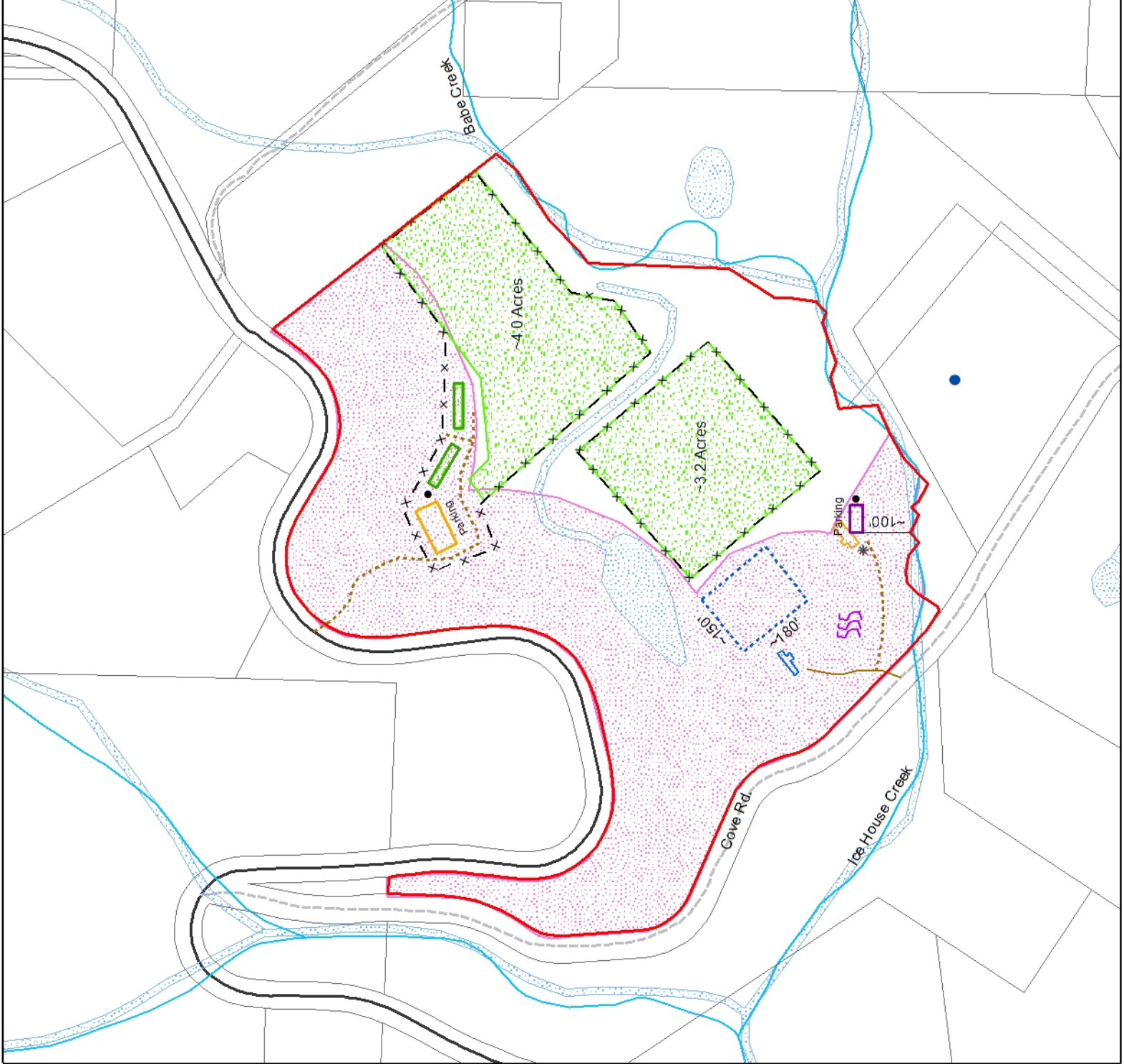
- Subject Property
- Existing Dwelling
- Proposed Dwelling Location
- Approved Farm Storage Structure
- Proposed ~28' x ~60' Processing Structure
- Proposed ~20' x ~100' Greenhouse
- Proposed ~50' x ~100' Shop
- Proposed Marijuana Production
- Areas Meeting 300' Siting Standard
- Wetland Polygon
- Streams & Creeks
- Paved
- Gravel
- Existing Driveway
- Proposed Driveway
- Approx. Septic Area
- Proposed 6' Wire Fence
- Shared Well
- Secured Waste Receptacle
- * Metal Post

0 150 300 Feet
1 inch = 300 feet



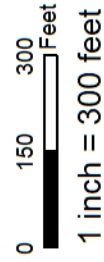
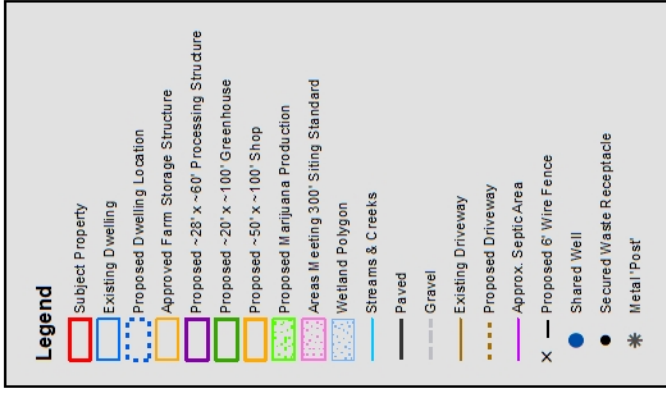
This map is based on a digital database compiled by Jackson County GIS from a variety of sources, and may include RSA field data received by a Trimble GPS. We cannot accept responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied.

5/20/21



Conceptual Development Plan

38-2E-27 TL 800



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5/20/21



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Well Information

After recording return to:
Garrett K. West
O'Connor Law, LLC
670 G Street, Suite B
Jacksonville, Oregon 97530-6501

Until a change is requested,
all tax statements shall be sent
to the following address:
No Change.

DECLARATION OF EASEMENT FOR USE, OPERATION AND MAINTENANCE OF WATER FACILITIES

THIS DECLARATION is made by Ronald McCormick and Sheryl McCormick (collectively "Declarant McCormick"), R Mitchell Properties LLC, an Oregon limited liability company (herein "Declarant R. Mitchell"), and Joshua Collin Evans and Jessica Marie Beninger (collectively "Declarant Evans-Beninger"), hereinafter collectively called "Declarants" for themselves, their successors, grantees and assigns.

Recitals

A. Declarant McCormick is the record owner of certain real property located in Jackson County, Oregon, and commonly known as Township 38 South, Range 2 East, Section 27, Tax Lot 802 (herein "Parcel 9"). A more particular description of Tax Lot 802 is attached hereto as **Exhibit "A"**.

B. Declarant R. Mitchell is the record owner of certain real property located in Jackson County, Oregon, and commonly known as Township 37 South, Range 2 East, Section 27, Tax Lot 800 and Township 37 South, Range 2 East, Section 26, Tax Lot 107 (herein "Parcel 5"). A more particular description of Parcel 5 is attached hereto as **Exhibit "A"**.

C. Declarant Evans-Beninger is the record owner of certain real property located in Jackson County, Oregon, and commonly known as Township 37 South, Range 2 East, Section 27, Tax Lot 800 (herein "Parcel 8"). A more particular description of Parcel 8 is attached hereto as **Exhibit "A"**.

D. For the purposes of this instrument, the above-described parcels are collectively referred to herein as the "Parcels" or "Properties". The term "Owner" shall mean an owner of any Parcel and the term "Owners" shall mean one or more Owners

**DECLARATION OF EASEMENT FOR USE, OPERATION
AND MAINTENANCE OF WATER FACILITIES**

collectively.

E. On November 5, 2020, a property line adjustment partition plat was filed in the Office of the Jackson County Oregon Surveyor as No. 23173 and recorded as Partition Plat No. P-31-2020 in the Official Records of Jackson County (herein the “Plat”), which is attached hereto as **Exhibit “B”**. One purpose of the Plat was to establish the subject Parcels as separate, legal lots and to adjust their boundaries pursuant to Jackson County Development Services File No. 439-19-00033-SUB. The Plat identifies the Properties as Parcel 8, Parcel 9, and Parcel 5, respectively. The Plat also adjusted the boundaries of other properties not relevant to this instrument.

F. The Plat created two relevant easements: a ten (10) foot wide water line easement benefiting Parcel 8 and a ten (10) foot wide water line easement benefiting Parcel 5, both of which burden Parcel 9 (herein both easements are collectively referred to as the “existing water line easements”). The existing water line easements are dedicated on page 2 and identified on page 6 of the Plat.

G. There is an existing well on Parcel 9, identified as a “Pressure Tank” on the Plat (the “Well”). Declarants desire to declare an easement for the operation, maintenance, repair, replacement and use of the Well to serve Parcels 5 and 8 with domestic water provided herein.

Declaration

NOW, THEREFORE, Declarants hereby declare an easement for the operation, maintenance, repair, improvement, replacement and use of the Well subject to the conditions set forth herein which are for the purpose of protecting the value and desirability of, and which shall run with the Properties owned by the Declarants as described herein, and which shall be binding upon all parties having any right, title, or interest in the Properties or any part thereof, including their successors, grantees and assigns, and which shall inure to the benefit of each Owner of the Properties or any portion thereof.

Agreement

1. Recitals. The above-stated Recitals are incorporated herein and deemed a material part of this instrument.

2. Grant of Well Easement. Declarant McCormick, as the present owner of Parcel 9 hereby declares, creates and grants to the Owners of Parcel 5 and Parcel 8 and their successors in interest, grantees and assigns a nonexclusive easement for the operation, installation, maintenance, repair, replacement, and use of the Well (“the Well Easement”) subject to the provisions expressed in this instrument. **The**

DECLARATION OF EASEMENT FOR USE, OPERATION
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location of the Well Easement is depicted on the attached Exhibit "B". ~~A more particular description of the location of the Well Easement is attached hereto as Exhibit "B".~~ The Well Easement shall be perpetual, shall run with the land and shall be deemed appurtenant to Parcels 5 and 8. No structures (i.e. buildings) shall be constructed on the Well Easement except that a well house may be maintained over the Well equipment (i.e. pump) **and fencing may be placed so that it crosses the well easement but does not interfere with the use and enjoyment of said easements.**

a. Well Operation, Maintenance and Repair. The Owners of the Parcels 5, 8 and 9 shall be equally responsible for the cost of operating, maintaining, repairing, replacing and abandoning the Well ("Owner's Share"). In addition to the foregoing, the Owners of Parcels 5 and 8 shall each pay the sum of **\$100.00 per year a proportional share of the actual costs** to the Owner of Parcel 9 as a set reimbursement for power costs for the operation of the Well incurred by the Owner of Parcel 9 ("the Power Reimbursement"). The Owner of Parcel 9 is obligated to provide power to the Well subject to interruptions of power beyond said Owner's control (i.e. weather-related outages, power grid failures, etc.). The Power Reimbursement shall be paid by the Owners of Parcels 5 and 8 to the Owner of Parcel ~~1~~ **9 on or before January 1st each year for the upcoming year. Actual power costs shall be determined by Pacific Power invoices based on the well power meter. The pro-rata share of actual power and maintenance costs for each parcel shall be based on the ratio of water used during a given billing cycle according to separate flow meters for each parcel divided by the total usage for all parcels using the well.** For the purposes of this instrument, the term "Maintenance" shall mean the repair, maintenance and replacement of components of the Well to ensure that the Well and all of its components properly function in accordance with the intent of this Declaration. All work on the Well shall be completed by an Oregon licensed and bonded pump and water system contractor. A written statement setting forth, in detail, the Maintenance to be performed and each Owner's Share shall be prepared in conjunction with any Maintenance work performed ("Allocation Notice"). To the extent practicable, bid(s) for the services to be provided and/or materials to be purchased in conjunction with the Maintenance work shall accompany the Allocation Notice. Notwithstanding the foregoing, any damage, excluding normal wear and tear, caused by an Owner or said Owner's tenants, contractors, family members or guests shall be the sole responsibility of said Owner. Furthermore, each Owner shall be solely responsible for all costs for the maintenance, repair and replacement of said Owner's individual waterlines (i.e. lateral waterline serving dwelling) and individual storage tanks (i.e. water storage tank serving dwelling) located on their respective Parcels. Each Owner agrees to immediately repair any major leaks or ruptures in their individual waterlines and individual storage tanks otherwise the other Owners may shutoff the water supply to the affected Parcel until such time the necessary repairs are completed. The maintenance, repair and replacement of individual waterlines and any individual storage tank shall be the sole responsibility of the Owner served by such specific

individual waterline and storage tank.

b. Maintenance Coordinator. The Owner of Parcel 9 shall be the “Maintenance Coordinator” for the Maintenance of the Well. The Maintenance Coordinator shall be responsible for determining the Maintenance to be performed on the Well as well as the time and manner in which the Maintenance is to be performed. Notwithstanding the foregoing, any Owner may initiate the necessary maintenance and/or repair work in the event the Well fails to function in supplying water or such interruption is potentially imminent. The Maintenance Coordinator shall be responsible for the preparation of the Allocation Notice. The Owners of Parcels 5, 8, and 9, by majority vote, shall have the right to appoint a successor Maintenance Coordinator provided the party appointed is an Owner of either Parcels 5, 8, or 9. All future successor Maintenance Coordinator(s) shall also be Owner(s) of either Parcels 5, 8, or 9.

c. Owner Payment. The Maintenance Coordinator shall determine whether to require payment of the Owner’s Shares prior to the commencement of the Maintenance work or subsequent to its completion, which shall be set forth in the Allocation Notice. Unless otherwise specified in the Allocation Notice, payment in full shall be due within 30 days of the date of the Allocation Notice. Failure to comply with the provisions of this Section by the Maintenance Coordinator shall not be deemed a waiver or release of obligations owing by the Owner(s) for Maintenance. In such event, the Maintenance Coordinator shall only be required to issue an amended Allocation Notice setting forth the Maintenance performed, the cost of the Maintenance, as well as supporting documentation, if any.

d. Owner’s Share: Delinquency. In the event an Owner fails to pay Owner’s Share within the time period set forth herein or by the date set forth in the Allocation Notice or amended Allocation Notice, said Owner’s Share shall be deemed delinquent without notice (“Delinquent Share”). In the event an Owner fails to pay the Power Reimbursement within 30 days of the date it is due as set forth herein, the Power Reimbursement shall be deemed delinquent without notice and shall constitute a Delinquent Share pursuant to this Section. A Delinquent Share shall commence accruing interest at the rate of fifteen percent (15%) per annum **accrued daily** on the day following the due date set forth in the Allocation Notice or amended Allocation Notice. The Delinquent Share shall also include all costs of collection and reasonable attorney fees in collecting the Delinquent Share, which shall be deemed part of the principal balance owing which shall also accrue interest at the above-stated rate. Any non-delinquent Owner may elect to pay the Delinquent Share (“Paying Party”). In such event, the Paying Party shall be entitled to reimbursement of the Delinquent Share and shall also have the right to bring an action to collect the Delinquent Share from the non-paying Owner.

e. Water Usage. The water from the Well shall be used exclusively within Parcels 5, 8, and 9. No Owner shall have the right to extend water transmission lines beyond the boundaries of Parcels 5, 8, and 9 into other properties or otherwise contract with any third party for the use of the Well or water obtained from the Well. Notwithstanding the foregoing, as indicated in the Plat Parcel 5 must necessarily extend water transmission lines across Parcel 6, which separates Parcels 5 and 9 from each other, ~~and Parcel 5 may continue to extend water transmission lines across Parcel 6.~~ Each Owner shall utilize the Well in a prudent and reasonable manner and shall take necessary precautions to protect the Well and the water supply (i.e. contamination). In the event the Well is damaged, or the water supply contaminated by the improper usage of the system by an Owner, said Owner shall be solely responsible for the costs necessary to repair the Well and/or water supply.

Owners will comply with Oregon State Law regarding groundwater rights and permitted use of well water for domestic purposes. They will follow all restrictions defined by the Oregon Water Resources Department. If any Owner violates these laws and restrictions, the other Owner(s) can take legal action and the prevailing party is entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court or arbitrator, and if any appeal is taken from the decision of the trial court or arbitrator, reasonable attorney fees as fixed by the appellate court.

Each Owner shall install and maintain individual meters on each line leaving the well house. Each owner is responsible to maintain said meters.

f. Termination. The Owners of Parcels 5, 8, and 9 may individually elect to terminate their participation in the Well upon the drilling of a well on their respective Parcels which is determined to be acceptable by said Owner for providing an adequate supply of domestic water to their Parcel. The termination date shall be 30 days following the date of written notice to the Owner(s) informing said Owner(s) of the termination ("the Termination Date"). As of the Termination Date, the terminating Owner shall disconnect the individual waterline serving the Parcel and said Owner shall have no further obligation to contribute to the continued operation, maintenance and repair of the Well. In the event of a termination of rights pursuant to this Section, the terminating Owner shall cause an addendum of this Declaration to be prepared acknowledging that said Parcel no longer has any right to water produced by the Well and any obligations for the operation, maintenance and repair of the Well shall terminate as of the Termination Date ("the Termination Addendum"). The other Owner(s) shall execute the Termination Addendum provided all obligations of the terminating Owner pursuant to this instrument have been paid current through the Termination Date. The terminating Owner, at said Owner's sole

expense, shall cause the Termination Addendum to be promptly recorded in the Official Records of Jackson County, Oregon.

7. Miscellaneous Provisions.

7.1 Reservation of Rights. Except as to the rights granted herein, each Owner shall have the full use and control of the land it owns.

7.2 Indemnity. Declarant hereby declares on behalf of each Owner accepting a deed to any portion of the Parcels, and as a condition for such conveyance, that each Owner, by accepting such deed agrees to defend, indemnify and hold the Declarant and other Owner(s) harmless from and against any and all losses, claims, demands, or other liabilities whatsoever arising out of such Owner's own use of the Easements and Easement Areas referenced herein and use by such Owner's tenants, guests, licensees, agents or employees. Each Owner assumes all risks arising out of such Owner's own use of the Road and no other Owner shall have any liability as between themselves for any condition existing thereon.

7.3 Attorney Fees. If any suit or action is filed by any party to enforce this instrument or otherwise with respect to the subject matter of this instrument, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court or arbitrator, and if any appeal is taken from the decision of the trial court or arbitrator, reasonable attorney fees as fixed by the appellate court.

7.4 Applicable Law and Venue. This instrument has been entered into in the State of Oregon and the Properties are located in State of Oregon. The laws of the State of Oregon will be used in construing this instrument and enforcing the rights and remedies of the Owners. Venue will be in Jackson County, Oregon.

7.5 No Merger. The doctrine of merger will not apply to this. The rights and obligations set forth herein shall not be adjusted, terminated, extinguished, voided, or otherwise because of an Owner's common ownership of multiple Parcels.

7.6 Waiver. A provision of this instrument may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this instrument shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this instrument shall not operate as a waiver of such provision or any other provision.

7.7 Time. Time is of the essence for the performance of all obligations set forth in this instrument.

DECLARATION OF EASEMENT FOR USE, OPERATION
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7.8 Counterparts. This instrument may be executed in separate counterparts. For the purposes of this instrument, a facsimile or electronic copy of a signature shall have the same force and effect as an original signature.

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7.9 Amendment. This instrument may be amended only by written instrument executed by **all** the parties.

IN WITNESS WHEREOF, the parties have executed this instrument on this ___ day of _____ 2021.

**THE RICHARD E. JAMES TRUST
DATED MARCH 22, 1999**

By: Richard E. James
Its: Trustee

By: Valerie J. James
Its: Trustee

State of Oregon)
) ss.

County of Jackson)

Signed before me on this __ day of _____ 2021 by Richard E. James and Valerie J. James as Trustees of The Richard E. James Trust dated March 22, 1999.

Notary Public – State of Oregon

Exhibit “A”

(Parcel 5)

(Parcel 8)

(Parcel 9)

DRAFT

Exhibit “B”

[Plat to be inserted]

DRAFT

Well Flow Test



Test ID: 6353
Street Address: 271 COVE ROAD
ASHLAND, OR 97520

Test Date: Jul 18, 2019
Service Tech: Dave Jensen

Name: BUYER - MUEYFIN SAELEE
Billing Address: 271 COVE ROAD
ASHLAND, OR 97520
Telephone: 206.619.8994

Test Requirements: PERFORM A 4 HOUR OPEN WELL FLOW TEST

Remarks:

Equipment Used: EXISTING 1HP PUMP SYSTEM **Source:** WELL
Well Depth: Unknown **Pumping Level:** 0 **Diameter:** 6 **Seal:** Yes **Vent:** Yes **Pop Off Valve:** Yes
Water Color: CLEAR **Taste:** N/A **Odor:** NONE

Flow Data

Time	Flow	Level	Meter
09:15 AM	32 GPM	14 feet	480.00 Gallons
09:30 AM	28 GPM	94 feet	900.00 Gallons
09:45 AM	27 GPM	101 feet	1305.00 Gallons
10:00 AM	26 GPM	101 feet	1695.00 Gallons
10:15 AM	25 GPM	101 feet	2070.00 Gallons
10:30 AM	25 GPM	101 feet	2445.00 Gallons
10:45 AM	25 GPM	101 feet	2820.00 Gallons
11:00 AM	25 GPM	101 feet	3195.00 Gallons
11:15 AM	25 GPM	101 feet	3570.00 Gallons
11:30 AM	25 GPM	101 feet	3945.00 Gallons
11:45 AM	25 GPM	101 feet	4320.00 Gallons
12:00 PM	25 GPM	101 feet	4695.00 Gallons
12:15 PM	25 GPM	101 feet	5070.00 Gallons
12:30 PM	25 GPM	101 feet	5445.00 Gallons
12:45 PM	25 GPM	101 feet	5820.00 Gallons
01:00 PM	25 GPM	101 feet	6195.00 Gallons
01:15 PM	25 GPM	101 feet	6570.00 Gallons

Total Time

Total Gallons

Hours

6570.00 Gallons

PM = Gallons per minute being pumped out of well.

Level = The distance from the top of the well to the water level in the well.



Neilson Research Corporation

245 S Grape St

Medford, OR 97501

TEL: (541) 770-5678 FAX: (541) 770-2901

Website: www.nrclabs.com

July 26, 2019

Tami Hollenbeck
Quinns Pump Service
6811 Williams Hwy
Grants Pass, OR 97527
TEL: (541) 479-9355
FAX: (541) 862-7105

RE: 271 Cove Rd

Order No.: 19070848

Dear Tami Hollenbeck:

Neilson Research Corporation received 1 sample(s) on 7/18/2019 for the analyses presented in the following report.

The results relate only to the parameters tested or to the sample as received by the laboratory. This report shall not be reproduced except in full, without the written approval of Neilson Research Corporation. If you have any questions regarding these test results, please feel free to call.

Sincerely,
Neilson Research Corporation

Tamra Schmedemann
Senior Project Manager
245 S Grape St
Medford, OR 97501

Original



Neilson Research Corporation
245 S Grape St
Medford, OR 97501
TEL: (541) 770-5678 FAX: (541) 770-2901
Website: www.nrcclabs.com

Case Narrative

WO#: 19070848
Date: 7/26/2019

CLIENT: Quinns Pump Service
Project: 271 Cove Rd

The analyses were performed according to the guidelines in the Neilson Research Corporation Quality Assurance Program. This report contains analytical results for the sample(s) as received by the laboratory.

Neilson Research Corporation certifies that this report is in compliance with the requirements of NELAP. No unusual difficulties were experienced during analysis of this batch except as noted below or qualified with data flags on the reports.

GENERAL CHEMISTRY

Holding Time

Acceptance criteria were met

Digestion Exceptions:

None

Analysis:

- A. Method Blank(s): MB
MB criteria were met.
- B. Matrix Spike Sample(s): MS
MS criteria were met
- C. Duplicate Sample(s) Dup and/or MSD
Dup and/or MSD criteria were met
- D. Lab Control Sample(s) LCS
LCS criteria were met

Original



Neilson Research Corporation
245 S Grape St
Medford, OR 97501
TEL: (541) 770-5678 FAX: (541) 770-2901
Website: www.nrclabs.com

Analytical Report

WO#: 19070848
Date Reported: 7/26/2019

CLIENT: Quinns Pump Service
Lab ID: 19070848-01
Client Sample ID: Real Estate Package
Project: 271 Cove Rd
Sample Location: Well Tap
Sample Address: 271 Cove Rd,
Ashland, OR 97520

Collection Date: 7/18/2019 1:00:00 PM
Received Date: 7/18/2019 4:35:00 PM
Matrix: DRINKING WATER
PWS #:
Source ID: WELL-RAW
Sample Collector: DAVID JENSEN
Residual Chlorine:

Analyses	Method	NELAP Status	Result	Qual	Units	Date Analyzed/Analyst
----------	--------	-----------------	--------	------	-------	-----------------------

TOTAL COLIFORM BACTERIA BY COLILERT

Total Coliform Bacteria	A9223B	A	Absent		P/A	07/18/19 17:54 DJK
E. Coli Bacteria	A9223B	A	Absent		P/A	07/18/19 17:54 DJK

QUALIFIERS

* Value exceeds Maximum Contaminant Level
H Holding times for preparation or analysis exceeded
ND Not Detected at the Reporting Limit

CI Sample container temperature is out of limit as specified at testcode
MI Recovery outside control limits due to Matrix Interference
PL Permit Limit

Original

NELAP A Accredited. ORELAP 100016, OR-028



**NEILSON
RESEARCH
CORPORATION**

Neilson Research Corporation
245 S Grape St
Medford, OR 97501
TEL: (541) 770-5678 FAX: (541) 770-2901
Website: www.nrclabs.com

Analytical Report

WO#: 19070848

Date Reported: 7/26/2019

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Received Date: 7/18/2019 4:35:00 PM
Matrix: DRINKING WATER
PWS #:
Source ID: WELL-RAW
Sample Collector: DAVID JENSEN
Residual Chlorine:

Analyses	Method	NELAP Status	Result Qual	DF	RL Units	EPA Date Limit Analyzed	Analyst
Nitrogen, Nitrate	E300.0	A	ND	1	0.200 mg/L	10.0 07/18/19 23:32	KMC
Arsenic	E200.8	A	0.0600 *	1	0.00100 mg/L	0.0100 07/19/19 22:00	SJS

QUALIFIERS

* Value exceeds Maximum Contaminant Level.
H Holding times for preparation or analysis exceeded
ND Not Detected at the Reporting Limit

CI Sample container temperature is out of limit as specified at testcode
MI Recovery outside control limits due to Matrix Interference
PL Permit Limit

Original

NELAP A Accredited. ORELAP 100016, OR-028

Results are out of the EPA limits

- B Analyte detected in the associated method blank.
- BA BOD Alternative Calculation: The initial results performed by Standard Methods did not fall within parameters of the Standard Methods calculation. An alternate approved calculation was performed using the HACH method and the value reported is an estimated concentration.
- C Sample(s) does not meet NELAP/ORELAP sample acceptance criteria. See Case Narrative.
- C1 Sample(s) does not meet NELAP/ORELAP sample acceptance criteria for temperature.
- CF Results confirmed by re-analysis.
- CU Cleanup performed as specified by method.
- D1 The diesel elution pattern for the sample is not typical.
- D2 The sample appears to be a heavier hydrocarbon range than diesel.
- D3 The sample appears to be a lighter hydrocarbon range than diesel.
- D4 Detected hydrocarbons do not have pattern and range consistent with typical petroleum products and may be due to biogenic interference.
- D5 Detected hydrocarbons in the diesel range appear to be weathered diesel.
- E Estimated value.
- ER Elevated reporting limit due to matrix. Report limits (MDLs, MRLs & PQLs) are adjusted based on variations in sample preparation amounts, analytical dilutions, and percent solids, where applicable.
- FC Fecal Coliforms: Sample(s) received past 40 CFR Part 136 specified holding time. Results reported as estimated values.
- G1 The gasoline elution pattern for the sample is not typical.
- G2 The sample appears to be a heavier hydrocarbon range than gasoline.
- G3 The sample appears to be a lighter hydrocarbon range than gasoline.
- G4 Detected hydrocarbons in the gasoline range appear to be weathered gasoline.
- HP Sample re-analysis performed outside of method specified holding time.
- HR Sample received outside of method specified holding time.
- HS Sample analyzed for volatile organics contained headspace.
- HT ☐ At the client's request, the sample was analyzed outside of method specified holding time.
- H Analysis performed outside of method specified holding time.
- J Analyte detected below the Minimum Reporting Limit (MRL) and above the Method Detection Limit (MDL). The J flag result is an estimated value and the user should be aware that this data is of limited reliability.
- L Dissolved metals were not filtered within 15 minutes of collection per 40 CFR Part 136.
- MI Surrogate, Duplicate Sample (DUP) or Matrix Spikes recoveries are out of control limits due to matrix interference. Sample results may be biased.
- N See Case Narrative on page 2 of report.
- NLR No Legionella Recovered.
- PLR Presence of Legionella Recovered.
- Q Initial calibration verification (ICV), continuing calibration verification (CCV) or laboratory control sample (LCS) exceeded high recovery limits, but associated samples are non-detect and the sample results are not affected. Data meets EPA/NELAP requirements.
- R Relative percent difference (RPD) is outside of the accepted recovery limits.
- R1 Relative percent difference (RPD) is outside of the accepted recovery limits. However, analyses are not controlled on RPD values for sample concentrations that are less than the reporting limit.
- R3 The relative percent difference (RPD) and/or percent recovery for the duplicate (DUP) or matrix spike (MS)/matrix spike duplicate (MSD) cannot be accurately calculated due to the concentration of analyte already present in the sample.
- R4 Duplicate analysis failed due to result being at or near the method reporting limit.
- S Surrogate and/or matrix spike recovery is outside of the accepted recovery limits. Sample results may be biased.
- S1 Surrogate or matrix spike recovery is outside of control limits due to dilution necessary for analysis.
- SC Sub-contracted to another laboratory for analysis.
- SP Sample(s) were not collected per EPA Method 5035A protocols. The results are considered minimum values.
- # Value exceeds regulatory level for TCLP contaminant.
- X1 The motor oil elution pattern for the sample is not typical.
- X2 The sample appears to be a heavier hydrocarbon range than motor oil.
- X3 The sample appears to be a lighter hydrocarbon range than motor oil.
- * Value exceeds Maximum Contaminant Level or is outside the acceptable range.

Septic Information



Residential Septic Site Evaluation Approval

248-18-000621-EVAL

DEQ Medford Office
221 Stewart Avenue
Suite 201
Medford, OR 97501
541-776-6010
OnsiteMedford@deq.state.or.us
Website: oregon.gov/deq

Date issued: 09/24/2018
Application status: Site Evaluation Approved
Work description: SITE EVALUATION--PS6

Applicant: MAYMAR, DAN
Address: 320 E. MAIN ST.
ASHLAND OR 97520
Phone: 5412920211
Email: DANMAYMAR@AOL.COM

Owner: MITCHELL DOROTHY TRSTEE FBO
Address: 18380 LOWER MIDHILL DRIVE
WEST LINN OR 97068
Property address: 271 Cove Rd, Ashland, OR 97520
Parcel: 382E27800 - Primary
Township: 38S
Range: 2E
Section: 27

Lot size: N/A
Zoning: N/A
Water supply: Well
City/County/UGB: N/A
County: Jackson

Directions to Property: HWY. 66 TO DEAD INDIAN MEMORIAL ROAD TO COVE RD. TO ADDRESS

Proposed use of structure: 4 BEDROOM SFR
Category of construction: Single Family Dwelling

General Specifications

Max peak design flow: 450 gpd.
Min septic tank volume: 1000 gal.
Proposed gallons per day: 450 gpd.
Min dosing tank volume: N/A

System Specifications

System type: Standard
System distribution type: Serial
Distribution method: Serial
Initial System
Replacement Area
Alternative Treatment Technology (ATTs)
Serial
Serial

Trench Specifications

Trench linear feet: 450 linear ft.
Max depth: 26 in.
Min depth: 24 in.
Initial System
Replacement Area
150 linear ft.
30 in.
24 in.

Special Requirements

Drainfield type: Standard
Initial System
Replacement Area
Standard

CALL BEFORE YOU DIG...IT'S THE LAW

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth by Oregon Administration Rules. You may obtain copies of the rules by calling the center. (Note: The telephone number for the Oregon Utility Notification Center is 1-800-332-2344.)

Date issued: 09/24/2018**Application status:** Site Evaluation Approved**Work description:** SITE EVALUATION--PS6

THIS IS NOT YOUR PERMIT. A Construction/Installation permit is required before you construct your system. Please contact this office when you are ready to apply for a construction/installation permit. We cannot sign off on any Building Codes forms until we issue your permit.

This site approval runs with the land and will automatically benefit subsequent owners. This site approval is valid until the approved system is constructed under a DEQ construction permit or unless the site is altered without approval from this office. Alterations/excavations/lot line adjustments made to the site, or placement of wells or utilities, etc., may invalidate this approval

If you disagree with the decision of this report, you may apply for a site evaluation report review. The application for a site evaluation report review must be submitted to DEQ in writing within 60 days after the site evaluation report issue date and must include the site evaluation review fee in OAR 340-071-0140 Table 9A. A senior DEQ staff person will be assigned the site evaluation report review application.

You may apply for a variance to the onsite wastewater treatment system rules. The variance application must include a copy of the site evaluation report, plans and specifications for the proposed system, specify the rule(s) to which a variance is being requested, demonstrate the variance is warranted, and include the variance fee in OAR 340-071-140 Table 9C. A variance may only be granted if the variance officer determines that strict compliance with a rule is inappropriate or special physical conditions render strict compliance unreasonable, burdensome or impractical. A senior DEQ variance officer will be assigned the variance application.

Marty Easter

Onsite Wastewater Specialist

9/24/18

CALL BEFORE YOU DIG...IT'S THE LAW

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth by Oregon Administration Rules. You may obtain copies of the rules by calling the center. (Note: The telephone number for the Oregon Utility Notification Center is 1-800-332-2344.)

FIELD WORKSHEET

Name: Mitchell Trust Application No.: 248-18-000621-EVAL Date: 9-12-18
RE: SITE EVALUATION REPORT for Parcel #: 382E27800-PS6

Commercial Facility: ☐ Yes ☒ No Parcel Size: 87.48 ac

APPROVED SYSTEM SPECIFICATIONS

Design flow: 450 gpd Max Number of bedrooms: 4 Max Number of Employees: —

Initial System	Replacement System
☒ Standard ☐ Capping Fill ☐ Bottomless Sand Filter ☐ Conventional Sand Filter/ATT ☐ Other _____	☐ Standard ☐ Capping Fill ☐ Bottomless Sand Filter ☒ Conventional Sand Filter/ATT ☐ Other _____
Tank: ☒ 1,000 gal. ☐ 1,500 gal. ☐ 2 compartment ☐ Other ☐ effluent pump required ☐ effluent filter required	Tank: ☒ 1,000 gal. ☐ 1,500 gal. ☐ 2 compartment ☐ Other ☐ effluent pump required ☐ effluent filter required
Distribution Method: ☐ Equal ☒ Serial ☐ Pressurized	Distribution Method: ☐ Equal ☒ Serial ☐ Pressurized
Absorption facility: <u>450</u> total linear feet <u>150</u> linear feet per 150 gallons projected daily sewage flow <u>26</u> " Max Depth <u>24</u> " Min Depth	Absorption facility: <u>150</u> total linear feet <u>50</u> linear feet per 150 gallons projected daily sewage flow <u>30</u> " Max Depth <u>24</u> " Min Depth

Additional Conditions of Approval

- Any alteration of natural soil conditions (i.e. cutting or filling) in the acceptable area may void this approval.
- Both the initial and replacement disposal areas are to be protected from traffic, cover, development, or other potential disturbance of natural soil conditions.
- The area must not be subjected to excessive saturation due to, but not limited to, artificial drainage of ground surfaces, roads, driveways, and building down spouts.
- Placement of a well within 100 feet of the approved areas may invalidate this approval.

- ☐ A curtain drain is required, a minimum of _____ feet above the highest disposal trench.
- ☐ The curtain drain must be a minimum of _____ inches deep, and installed in accordance with OAR 340-071-0220 (12).
- ☐ Rake trench sidewalls.
- ☐ The system must be installed during dry soil conditions only.
- ☐ System must be installed between June 1 and October 1, unless otherwise approved by DEQ.

Inspector: _____

PIT No.	DEPTH	TEXTURE	SOIL MATRIX COLOR AND CONDITIONS ASSOCIATED WITH SATURATION, ROOTS, STRUCTURE, EFFECTIVE SOIL DEPTH, ETC.
Test Pit 1	0-9	SCL	10YR 3/3, WSBkY, Roots 3VF, IF, OCAS
	9-32	SC	10YR 3/4, MSBkY, Roots 1VF, F, OCAS
	32-48	—	Weathered Fractured Bedrock
			ESD-32
Test Pit 2			Similar to Test Pit 1
			ESD-32
Test Pit 3	0-7	SCL	10YR 3/3, WSBkY, Roots 3VF, IF, OCAS
	7-27	SC	10YR 3/4, MSBkY, Roots 1VF, F, OCAS
			ESD-27
Test Pit 4			Similar to Test Pit 3
			ESD-28
Test Pit 5			
Test Pit 6			

Landscape Notes: _____

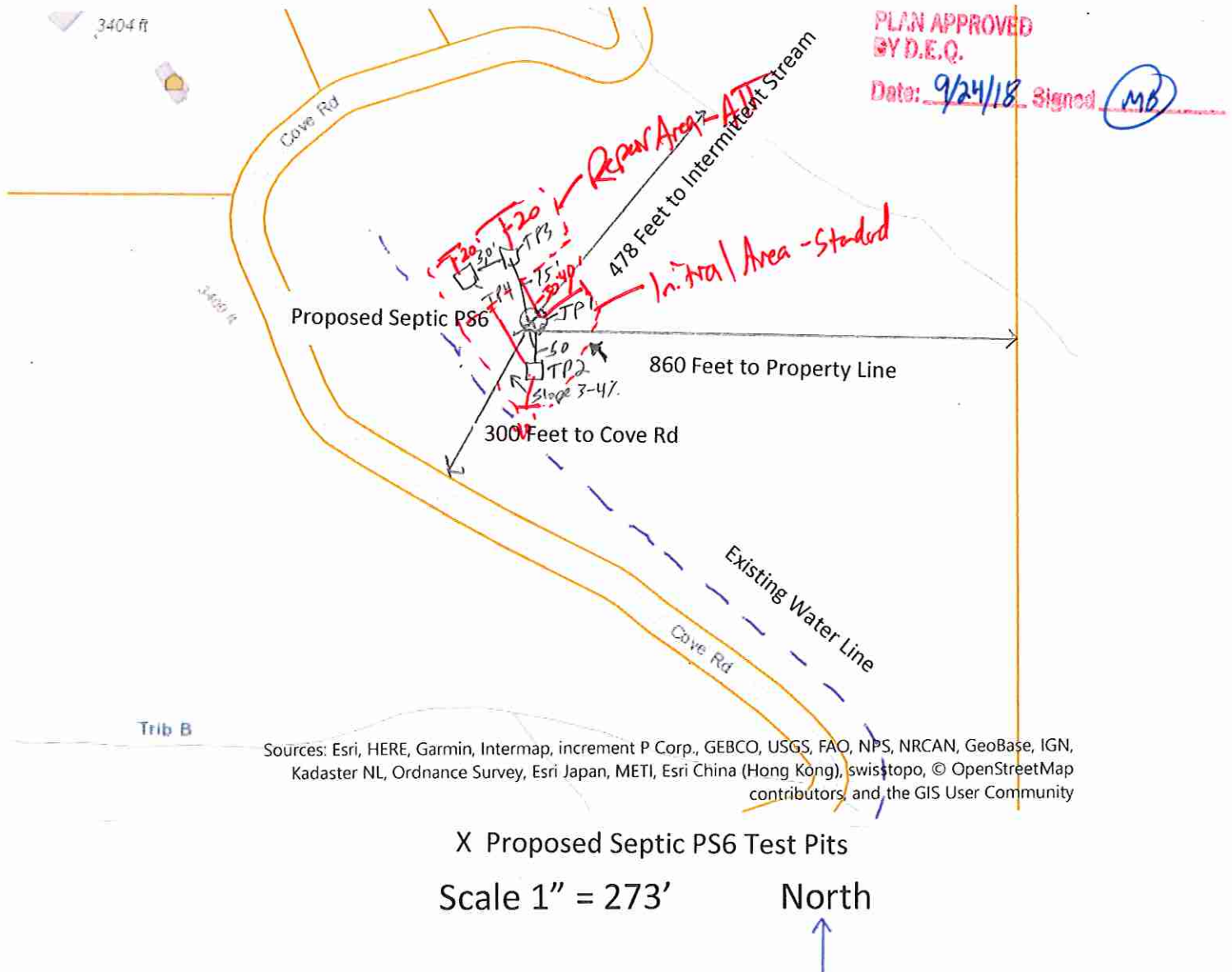
Slope: See Above Aspect: SW Groundwater Type: ☐ Permanent ☐ Temporary

Other Site Notes: _____

Mitchell Trust

Preliminary Site Development Plan for PS6

Tax Lot 800, T38S,R2E, Section 27



Water Rights

STATE OF OREGON

COUNTY OF JACKSON

CERTIFICATE OF WATER RIGHT

This Is to Certify, That Ernest Applegate

of Ashland, State of Oregon, has a right to the use of
the waters of Babe Creek and Deep Hollow Gulch, tributaries of Walker Creek

for the purpose of irrigation of 11 acres and stock for Tract No. 1, and irrigation
of 4 acres and stock for Tract No. 2
and that said right has been confirmed by decree of the Circuit Court of the State of Oregon for
Jackson County, and the said decree entered of record at Salem, in the Order Record of
the STATE ENGINEER, in Volume 4, at page 1; that the priority of the right thereby
confirmed dates from 1883 for Tract No. 1, and 1892 for Tract No. 2;

that the amount of water to which such right is entitled, for the purposes aforesaid, is limited to an
amount actually beneficially used for said purposes, and shall not exceed 0.20 cubic foot per
second for Tract No. 1 and 0.10 cubic foot per second for Tract No. 2.

A description of the lands irrigated under such right, and to which the water is appurtenant (or,
if for other purposes, the place where such water is put to beneficial use), is as follows:

Tract No. 1

11 acres in SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 27,
T. 38 S., R. 2 E., W. M.

Tract No. 2

1 acre in NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 26,
3 acres in NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 27,
T. 38 S., R. 2 E., W. M.

Points of Diversion

Pod 1 = Babe creek > Frog Creek

Pod 2 = Babe creek > Frog creek

Pod 3 = Frog creek > Walker creek

And said right shall be subject to all other conditions and limitations contained in said decree.
The right to the use of the water for the purposes aforesaid is restricted to the lands or place of
use herein described.

WITNESS the signature of the State Engineer, affixed

this 30 day of September, 1949.

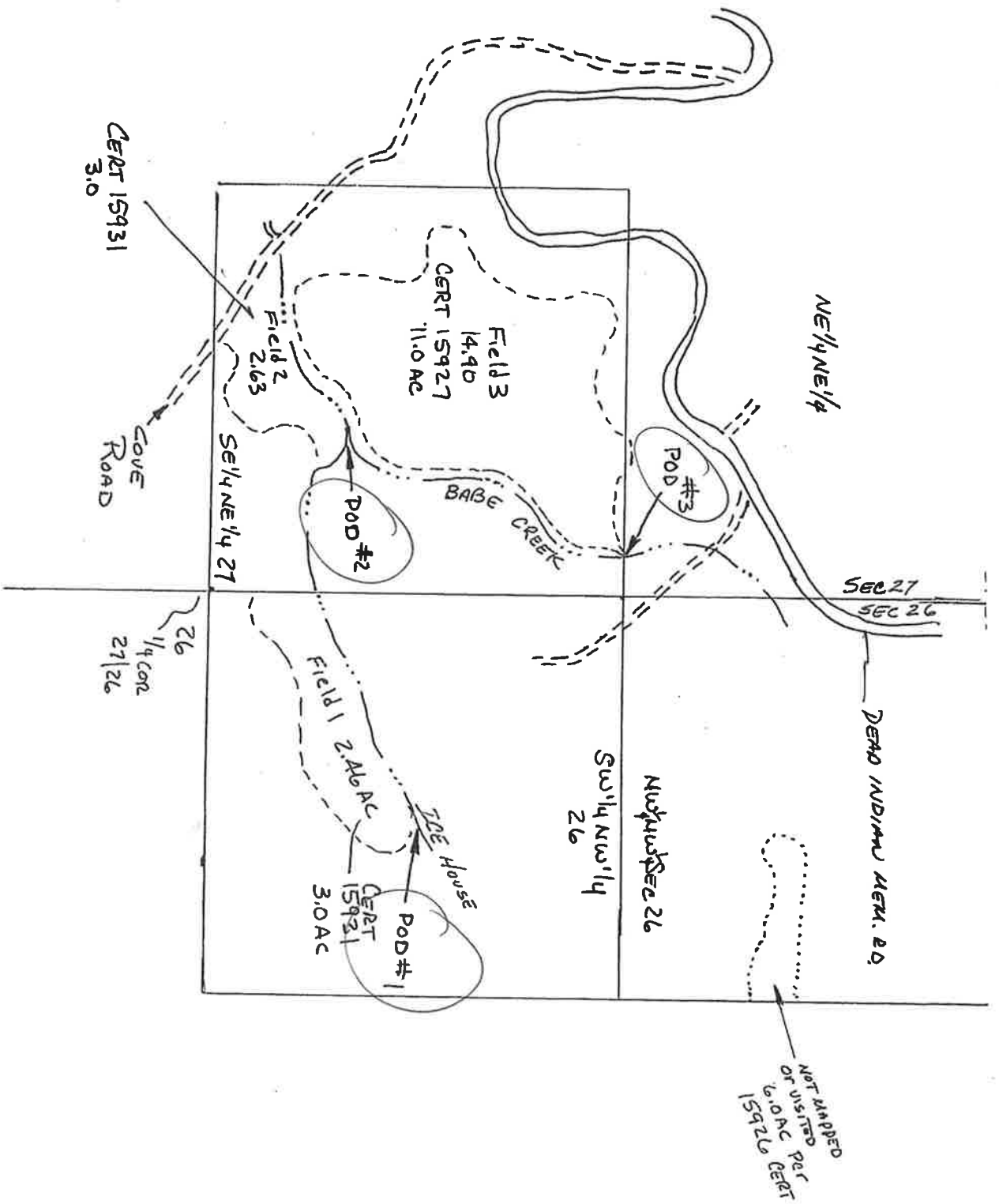
CHAS. E. STRICKLIN

State Engineer

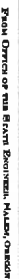
Recorded in State Record of Water Right Certificates, Volume 13

, page 15927

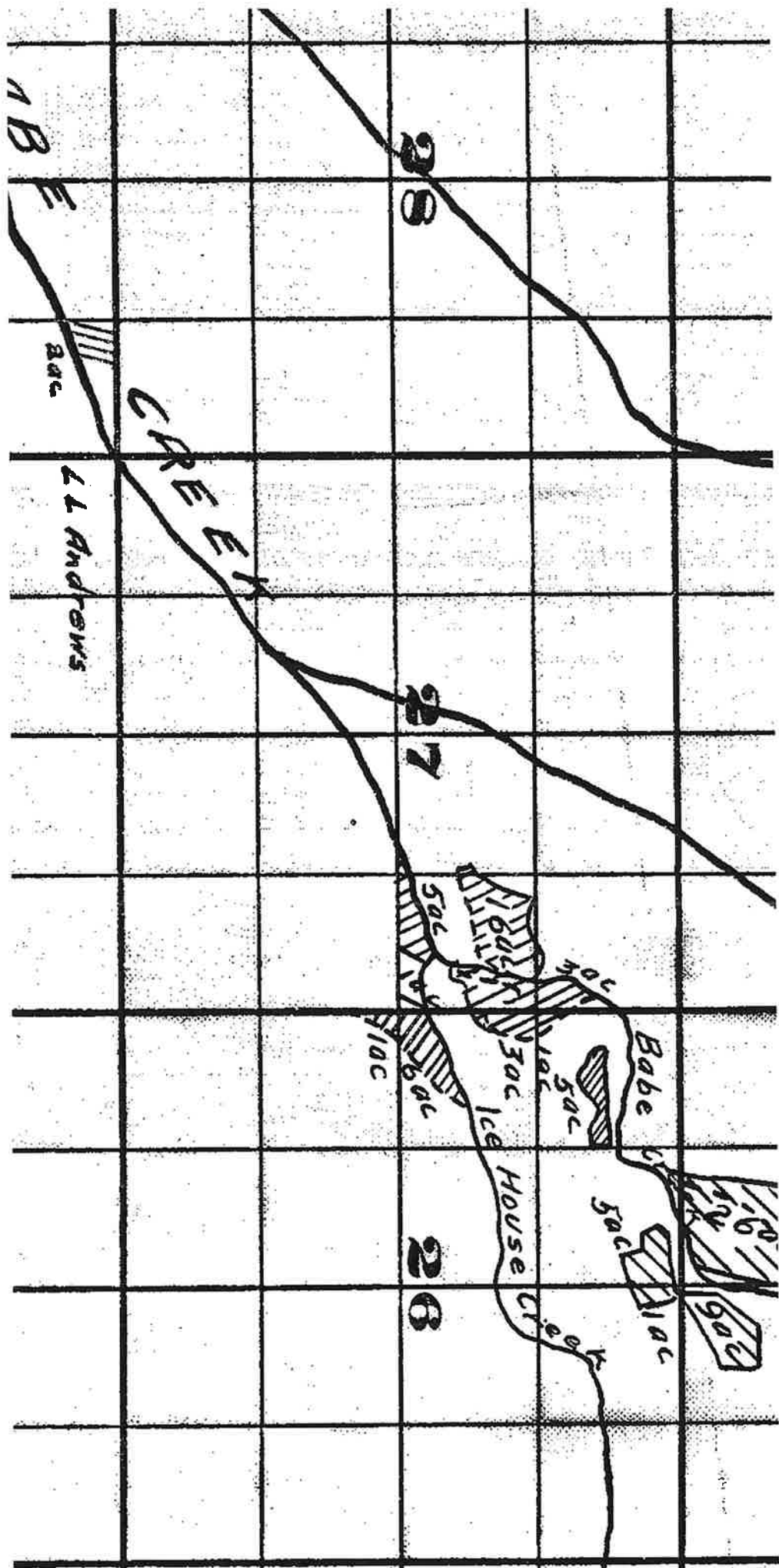
Certificate #



SCALE 1"=488' ±

Range 2E

385. 2E.



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3 acres in NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 27,
T. 38 S., R. 2 E., W. M.

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this 30 day of September, 1949.

CHAS. E. STRICKLIN

State Engineer

Recorded in State Record of Water Right Certificates, Volume 13, page 15927



JACKSON COUNTY

Oregon

Watermaster's Office

Shavon Haynes
Watermaster, Dist. 13

10 S. Oakdale, Room 309
Medford, OR 97501
Phone: (541) 774-6883
HaynesSL@jacksoncounty.org

August 25, 2021

Richard Stevens & Associates, Inc.
PO Box 4368
Medford, OR 97501

RE: Map Identification: Township 38S, Range 2E, Section 27, Tax Lot 800; 271 Cove Road Ashland, OR 97520

To Whom It May Concern:

A water right research was conducted for the above stated parcel(s) per your request. Findings indicate the following water rights of record are pertinent to the tax lot(s) as described in the table below:

Tax Lot/s	Certificate or Permit	Priority Date	Use	Source
800	C15927	1883 Tract No.1	Irrigation & Stock	Babe Creek and Deep Hollow Gulch

Irrigation Season in the Rogue Basin is from April 1st through October 31st, unless otherwise noted on the Certificate.

Please refer to the attached documents and maps for the place of use of these water rights. This will allow you to compare how the water rights of record overlay the parcel. In order to determine the **exact** location of the water right, you may want to hire a Certified Water Rights Examiner (CWRE) to survey the water right.

Keep in mind, while this office may tell you water rights are attached to a tract of land, we cannot tell you about continued use or non-use of the right. After five successive years of non-use all or part of the right may be subject to forfeiture. Water rights do not grant trespassing on other lands, therefore access to the point of diversion may be necessary.

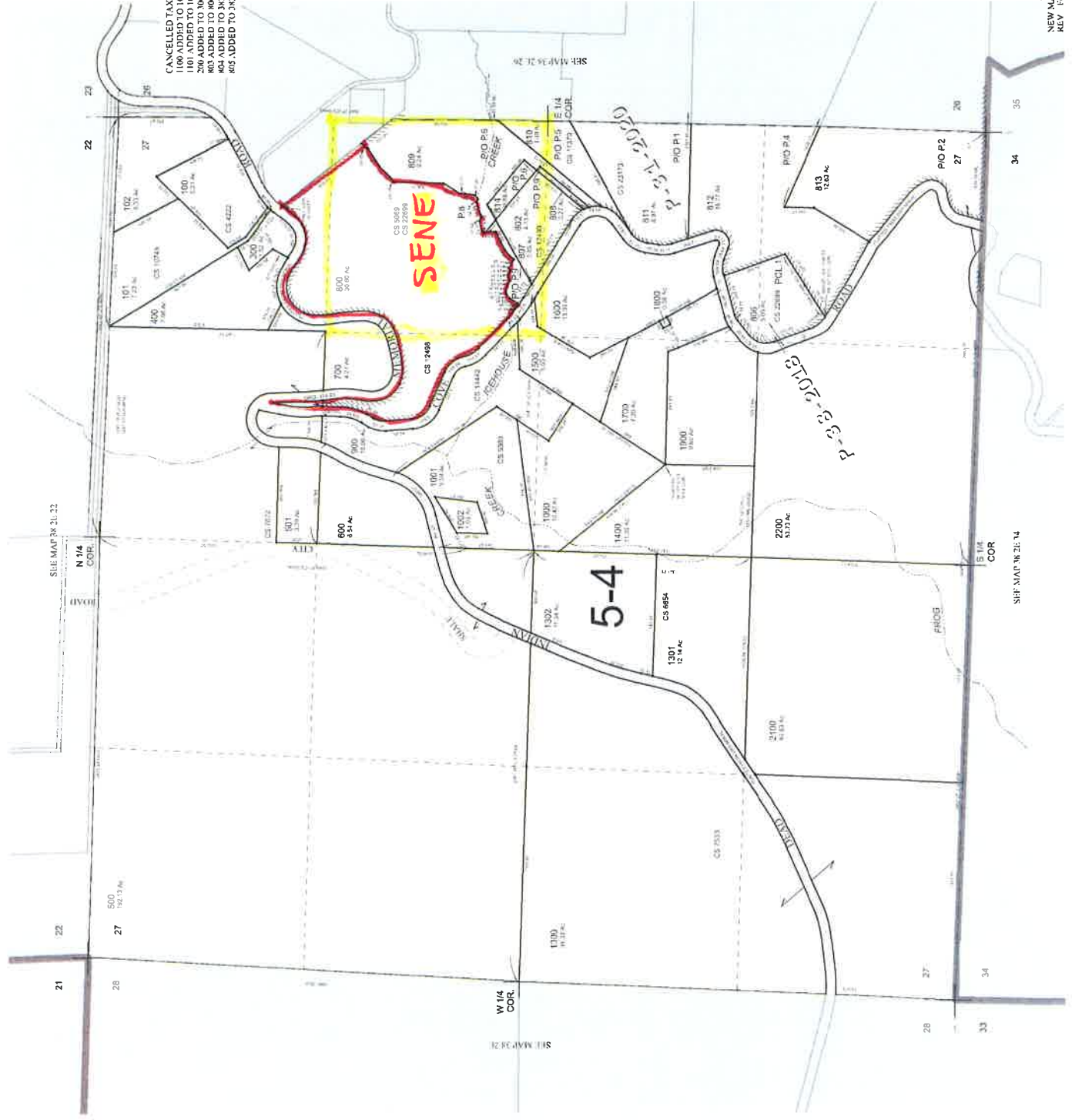
Once a Permit or Certificate of water rights has been issued, it stays with the land. In order to keep track of ownership, the department requests that when a Permit has been issued that a Request for Assignment Form be submitted and when a Certificate of Water Rights has been issued that an Ownership Update Form be submitted to the department. If there are multiple water rights, a separate form for each right will be required.

Feel free to contact us if you have questions or to set up an appointment to discuss these water rights.

Sincerely,

Christi Haines
Office Assistant IV

Data provided by this office is based on the best and most current information available within our files and data base. The "Official Records" however, reside in the Department's Salem office. For additional information, please contact the Oregon Water Resources Department at 1-503-986-0900 or at www.wrd.state.or.us



CANCELLED TAX LOT NUMBERS
1000 ADDED TO 1000
1001 ADDED TO 1001
200 ADDED TO 200
300 ADDED TO 300
400 ADDED TO 400
500 ADDED TO 500
600 ADDED TO 600
700 ADDED TO 700
800 ADDED TO 800
900 ADDED TO 900
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8000 ADDED TO 8000
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8900 ADDED TO 8900
9000 ADDED TO 9000
9100 ADDED TO 9100
9200 ADDED TO 9200
9300 ADDED TO 9300
9400 ADDED TO 9400
9500 ADDED TO 9500
9600 ADDED TO 9600
9700 ADDED TO 9700
9800 ADDED TO 9800
9900 ADDED TO 9900
10000 ADDED TO 10000

STATE OF OREGON

COUNTY OF JACKSON

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the waters of Babe Creek and Deep Hollow Gulch, tributaries of Walker Creek

for the purpose of irrigation of 11 acres and stock for Tract No. 1, and irrigation
of 4 acres and stock for Tract No. 2
and that said right has been confirmed by decree of the Circuit Court of the State of Oregon for
Jackson County, and the said decree entered of record at Salem, in the Order Record of
the STATE ENGINEER, in Volume 4, at page 1; that the priority of the right thereby
confirmed dates from 1883 for Tract No. 1, and 1892 for Tract No. 2;

that the amount of water to which such right is entitled, for the purposes aforesaid, is limited to an
amount actually beneficially used for said purposes, and shall not exceed 0.20 cubic foot per
second for Tract No. 1 and 0.10 cubic foot per second for Tract No. 2.

A description of the lands irrigated under such right, and to which the water is appurtenant (or,
if for other purposes, the place where such water is put to beneficial use), is as follows:

Tract No. 1

11 acres in SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 27,
T. 38 S., R. 2 E., W. M.

Tract No. 2

1 acre in NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 26,
3 acres in NE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 27,
T. 38 S., R. 2 E., W. M.

And said right shall be subject to all other conditions and limitations contained in said decree.
The right to the use of the water for the purposes aforesaid is restricted to the lands or place of
use herein described.

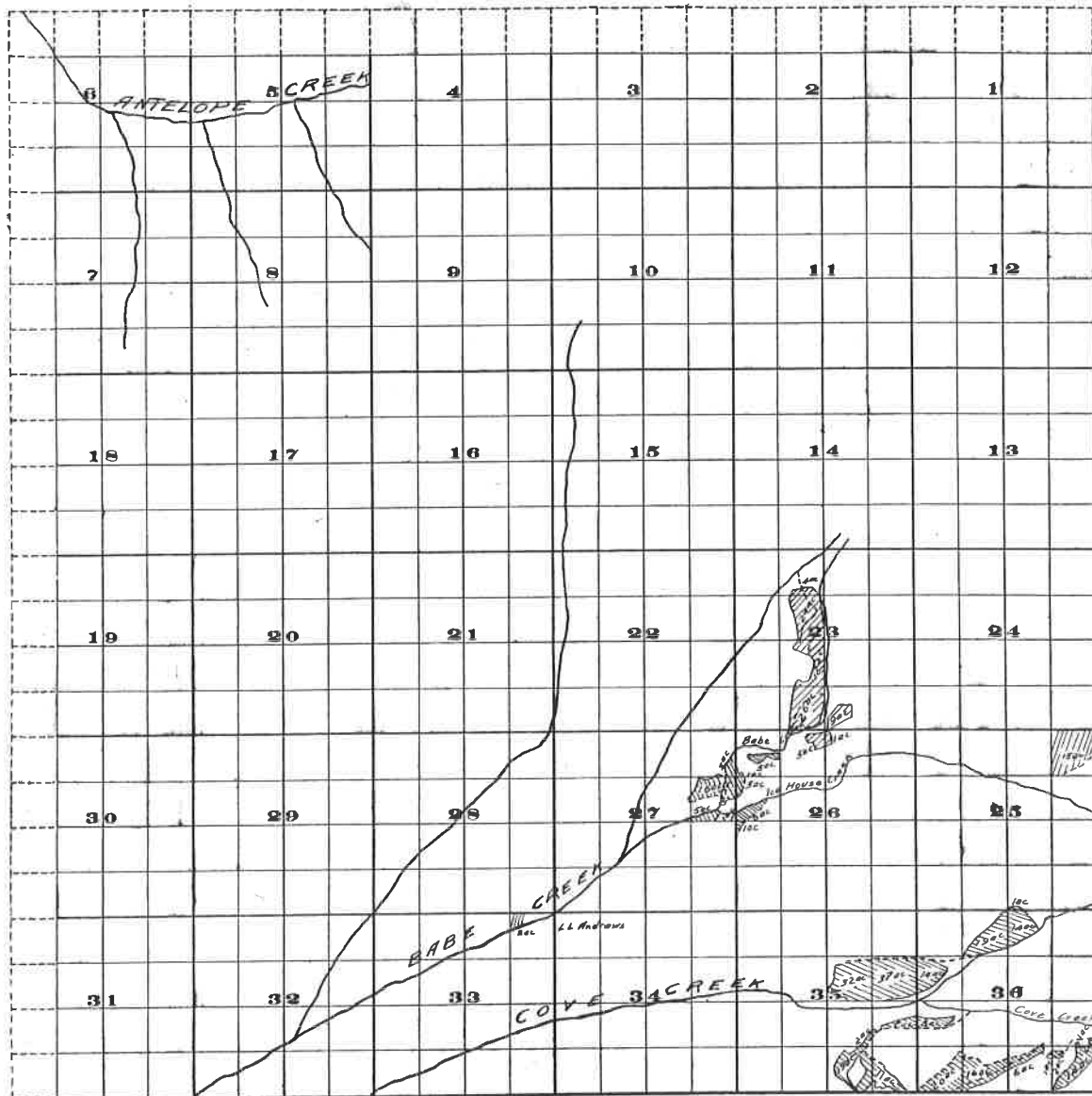
WITNESS the signature of the State Engineer, affixed

this 30 day of September, 1949.

CHAS. E. STRICKLIN
State Engineer

Recorded in State Record of Water Right Certificates, Volume 13, page 15927

Township 38S., Range 2E.



Survey by H. Farmer July 1911
Scale of Feet.

FROM OFFICE OF THE STATE ENGINEER, OREGON

*Ajudication
Rogue River and Tributaries
John H. Lewis State Engr.*

Examined Sept. 18, 1911

