



**46450 WESTFIR ROAD**

**WESTFIR, OR**



**Oregon  
Farm & Home**  
★ BROKERS ★

# PROPERTY SYNOPSIS

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## LOCATION

Located Off Hwy 58 on Westfir Road, Across from Casey's Park

## LAND

12.80 Acres with River-frontage and a 3 Acre Lake, Raised Garden Beds, Rose Garden, Park Like Setting, Automatic Gate Entry

## HOME

3 Bedrooms, 2.5 Bathrooms, 2,951 SqFt, Wood Fireplace in Living Room, Vaulted Ceiling, Wet Bar, Large Kitchen Island, Marble Flooring in Primary Bathroom, Jetted Tub with Views, Bidet, Large Step In Shower, Walk In Closet, Large Entry Way, Oversized Windows, Balcony, Massive Trex Deck with Gazebo Attached 5 Car Garage with Roomy Attic, Finished Studio and Tool Storage, Generator

## OUTBUILDINGS

24 x 60 Shop | 220 Power, RV Pull Thru, Lean To, Finished Space with Office and Bathroom, Shower, Washer/Dryer Hookups, Water Heater, Built In Air Compressor, Concrete Floors, Attached Quonset Hut

Greenhouse

Storage Trailer (Shipping Container) 8 x 36 | Attached Quonset Hut 34 x 12

Multiple RV Pads with Several Dump Stations

*The information contained in this brochure is from reliable sources and is believed to be correct but it is not guaranteed.*

# PROPERTY SYNOPSIS

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## IMPROVMENTS

Exterior of House & Shop Painted 2022, Gutters 2022, Deck 2017, Extra Burners in Furnace

## PERSONAL PROPERTY

Included | Range, Built In Dishwasher, Washer and Dryer, Built In Oven, Trash Compactor, Storage Trailer, Greenhouse

Excluded | Fridge

## SYSTEMS

Septic | Located in the Front Right of Property, Pumped 2015, Second System for Shop Bathroom with Option to Connect to Dump

Well | Located in the Back of the Yard, Water Softener



# FROM THE SELLER

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When I first saw this house 20 years ago, I thought the house was lovely, But what sold me was the back yard to me, pure serenity. An arena of nature with mountains, forests, and that beautiful pond. Since then, I have spent hours every spring and summer in the paddle boat, and when the blackberries ripen, I pick them from the pond side in my boat. The pond is magical. There are bass, catfish, trout, crappie, eagles, and osprey. Constant visitors often see them with their catch of fish in their claws on the water, heron, geese, even an occasional snow goose, and at least a half dozen types of ducks. A small herd of elk and some deer also forge around the pond, beavers, foxes, river otter, raccoons, and even a mink. We have a trailer that we park in the spring by the river. I enjoy spending time in a portable summer house, and the river is always relaxing. The shop has excellent points, too, with a full bathroom and laundry facilities, enough room for a man cave, work projects, and space on the side for tractors and farm equipment. There is an electric main gate opener and closer, four automatic garage openers, a studio for the crafts person or serious artist with lots of cabinets in the studio and garage upstairs in the unfinished attic, and a gun safe also. I might note a fold-down ladder to the garage in the attic for an emergency. The hothouse has both water and electricity. The rose garden is lovely, with automatic timers for watering.



SCAN HERE FOR A  
VIRTUAL TOUR!





**WILDLIFE VIEWING | ELK, DEER, FOX, MINK, BEAVERS, OTTERS AND MORE!**

**BIRD WATCHERS PARADISE | BLUE HERONS, EAGLES, SWALLOWS, DUCKS, GEESE, OSPREY, ROBINS, JAYS, WOODPECKERS, QUAIL, HUMMINGBIRDS AND MORE!**

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**PRIVATE 3 ACRE LAKE | FISH, TURTLES, FROGS, SALAMANDERS AND NEWTS. PERFECT FOR SMALL ROWING, PADDLE BOATS AND KAYAKING!**

**SEASONAL CREEKS AND STREAMS RUN THROUGHOUT THE PROPERTY**

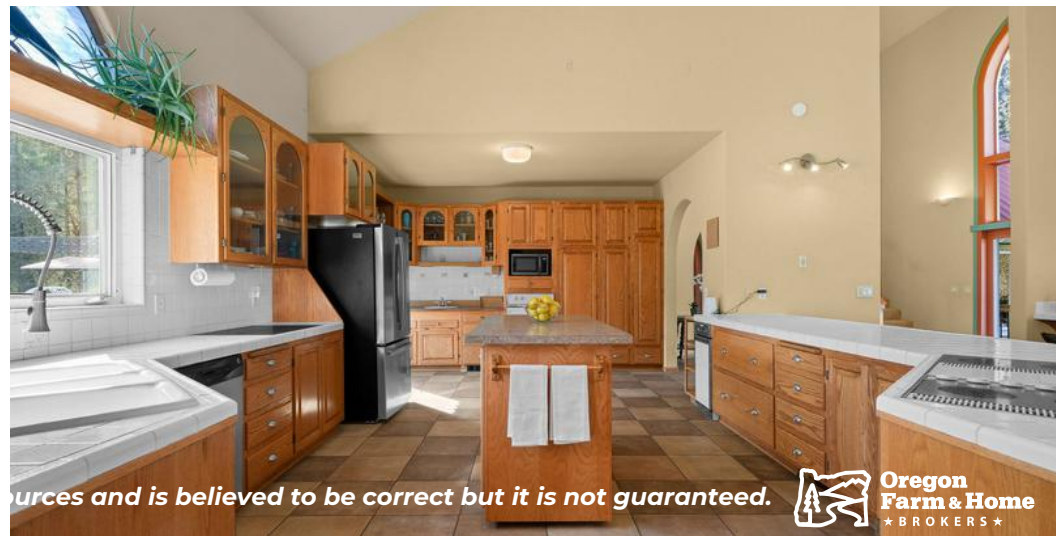
**SURROUNDED BY THE WILLAMETTE NATIONAL FOREST AND THE MIDDLE FORK OF THE WILLAMETTE RIVER**

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**LOCAL ATTRACTIONS | MAINTAINED HIKING TRAILS, HUNTING,  
FISHING, KAYAKING, RAFTING, DISC GOLF COURSES, 18 HOLE  
GOLF COURSE, MOUNTAIN BIKING**

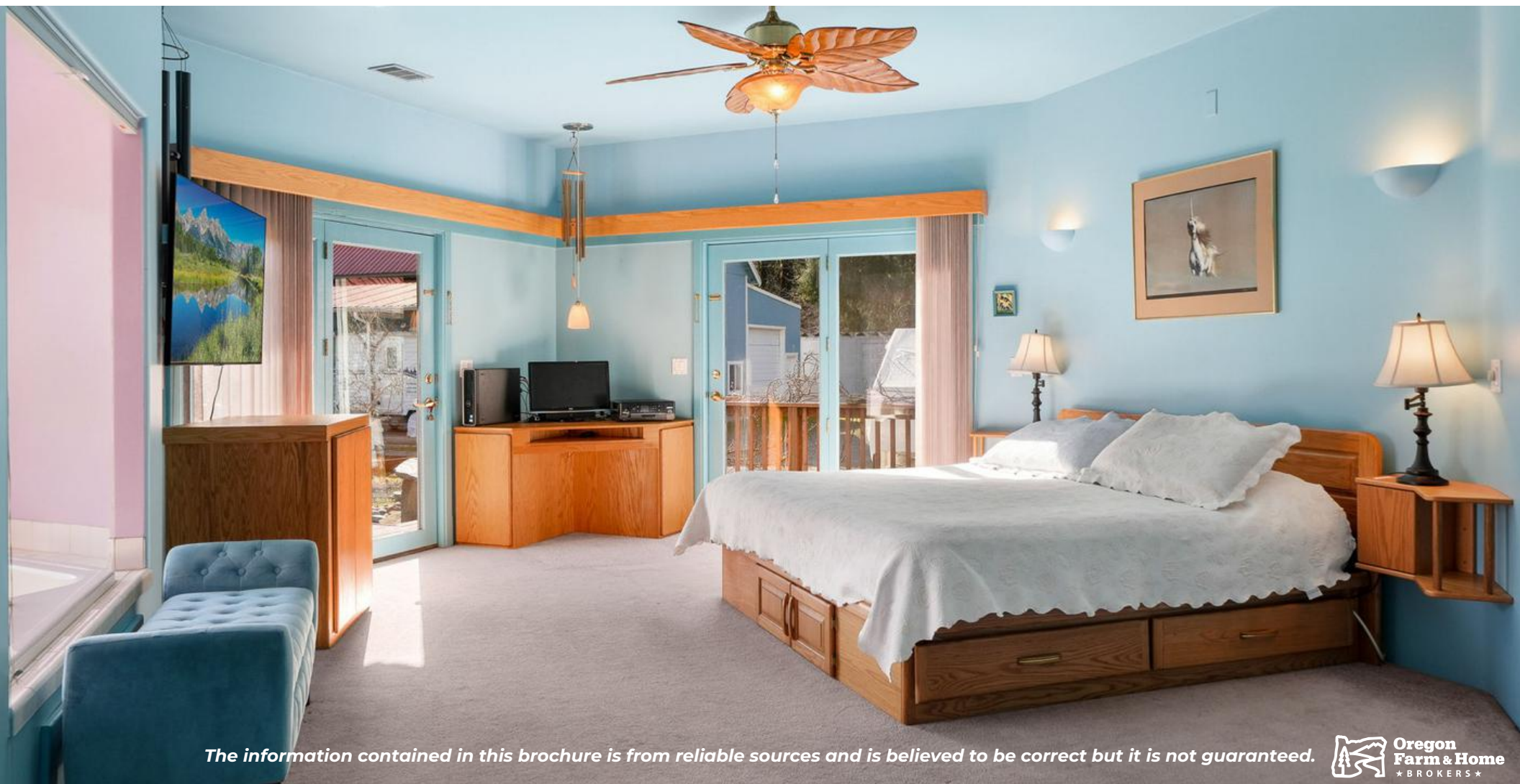


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# PROPERTY MAPS

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*PROVIDED BY LAND.ID*

SCAN HERE FOR AN  
INTERACTIVE MAP!



INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.





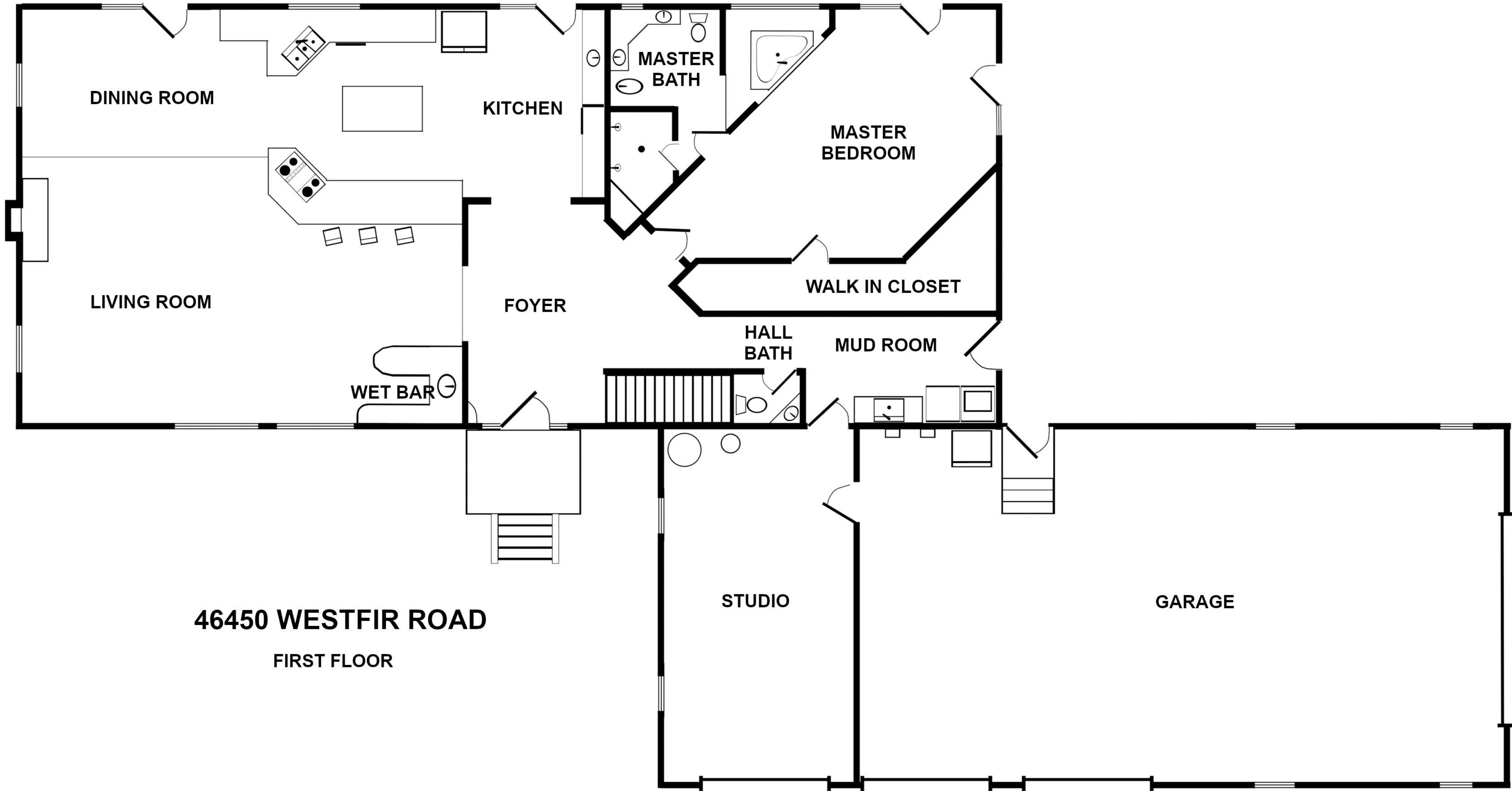


# FLOOR PLANS

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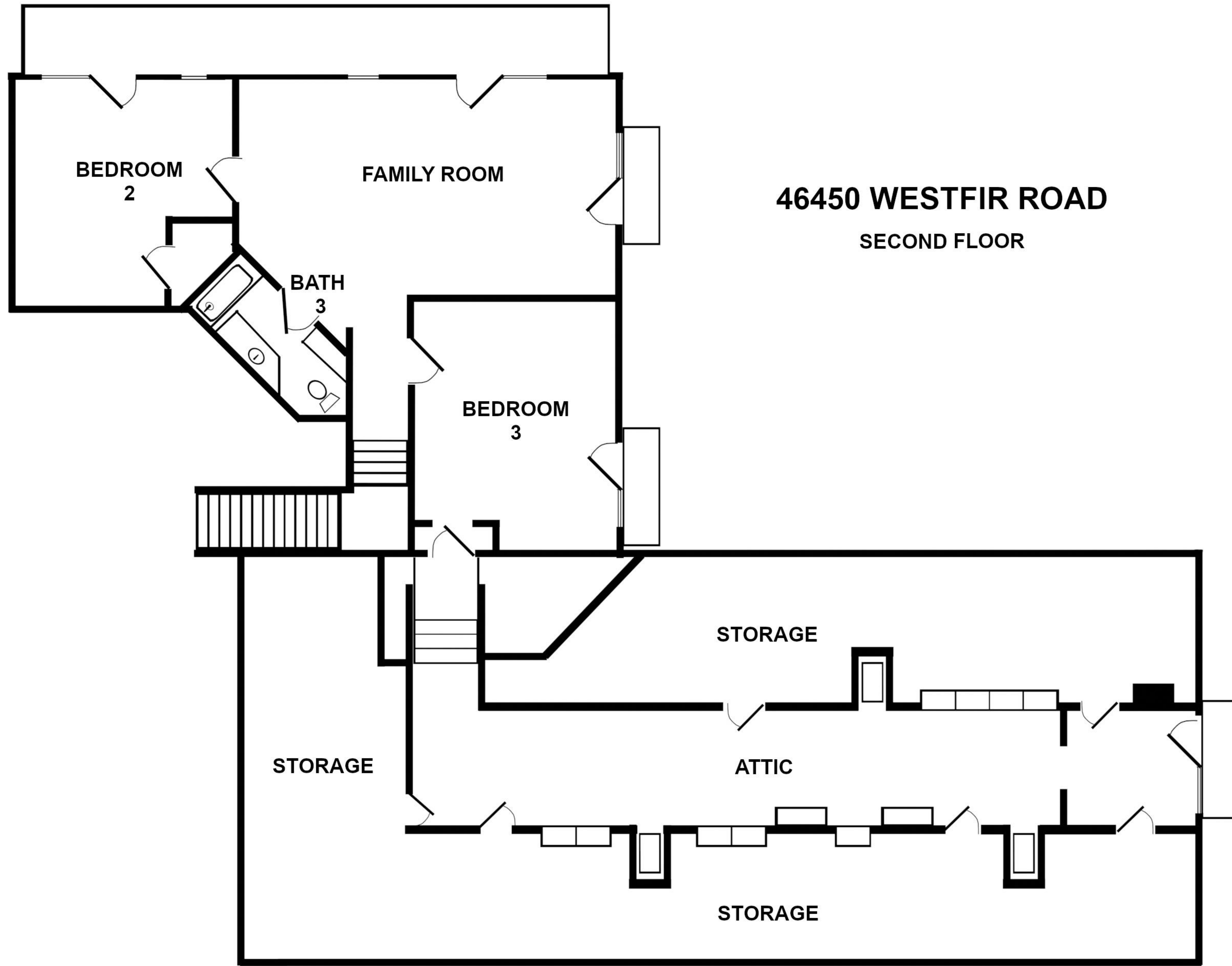




**46450 WESTFIR ROAD**  
FIRST FLOOR

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY





**46450 WESTFIR ROAD**  
**SECOND FLOOR**

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY

# COUNTY INFORMATION

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*LIST PACKET (S) PROVIDED THROUGH COUNTY RECORDS*

INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



## LANE COUNTY PROPERTY PROFILE INFORMATION

Parcel #: **0945616**

Tax Lot: **2125120000601**

Owner: Briegleb Family Trust

CoOwner:

Site: 46450 Westfir Rd

Westfir OR 97492

Mail: 46450 Westfir Rd

Westfir OR 97492

Zoning: County-RR5 - Rural Residential (5 Acre Minimum)

Std Land Use: RSFR - Single Family Residence

Legal: Map Lot: 2125120000601, TRS: T21 R25 S12 Q00, Lot: TL 00601

Twn/Rng/Sec: T:21S R:02E S:12 Q: QQ:



### ASSESSMENT & TAX INFORMATION

Market Total: **\$864,619.00**

Market Land: **\$57,686.00**

Market Impr: **\$806,933.00**

Assessment Year: **2023**

Assessed Total: **\$451,713.00**

Exemption:

Taxes: **\$5,426.43**

Levy Code: 07605

Levy Rate: 12.0130

### PROPERTY CHARACTERISTICS

Year Built: 1991

Eff Year Built:

Bedrooms: 3

Bathrooms: 2.5

# of Stories: 2

Total SqFt: 3,911 SqFt

Floor 1 SqFt: 2,076 SqFt

Floor 2 SqFt: 875 SqFt

Basement SqFt:

Lot size: 5.00 Acres (217,800 SqFt)

Garage SqFt: 1,500 SqFt

Garage Type: Attached

AC:

Pool:

Heat Source: Forced hot air

Fireplace: 1

Bldg Condition:

Neighborhood: 764500

Lot: TL 00601

Block:

Plat/Subdiv:

School Dist: 76 - Oakridge

Census: 1354 - 001500

Recreation:

### SALE & LOAN INFORMATION

Sale Date: 04/25/2005

Sale Amount:

Document #: 2005-029287

Deed Type: WD

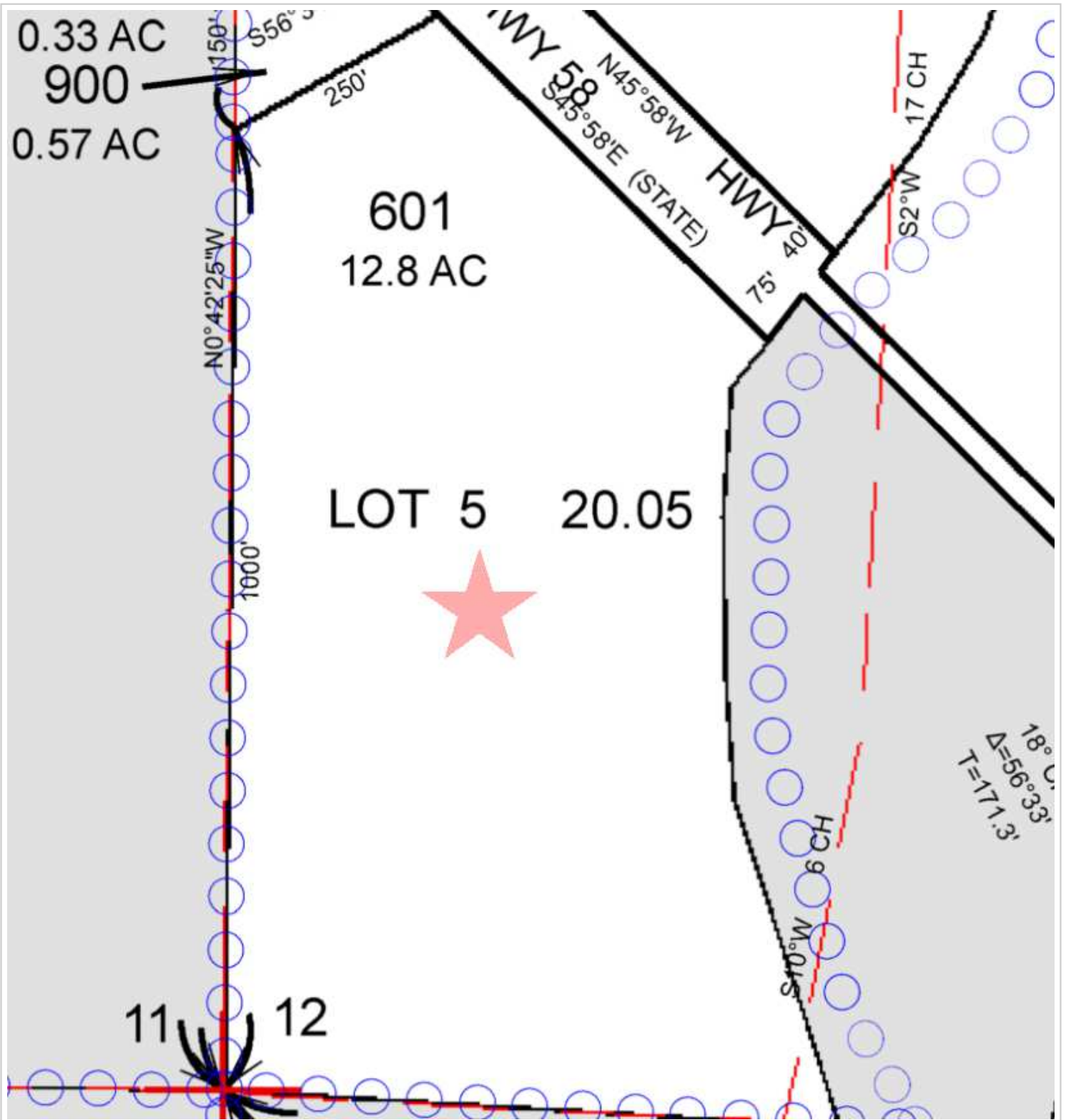
Loan Amount:

Lender:

Loan Type:

Interest Type:

Title Co:



**Fidelity National Title**

Parcel ID: 0945616

Site Address: 46450 Westfir Rd

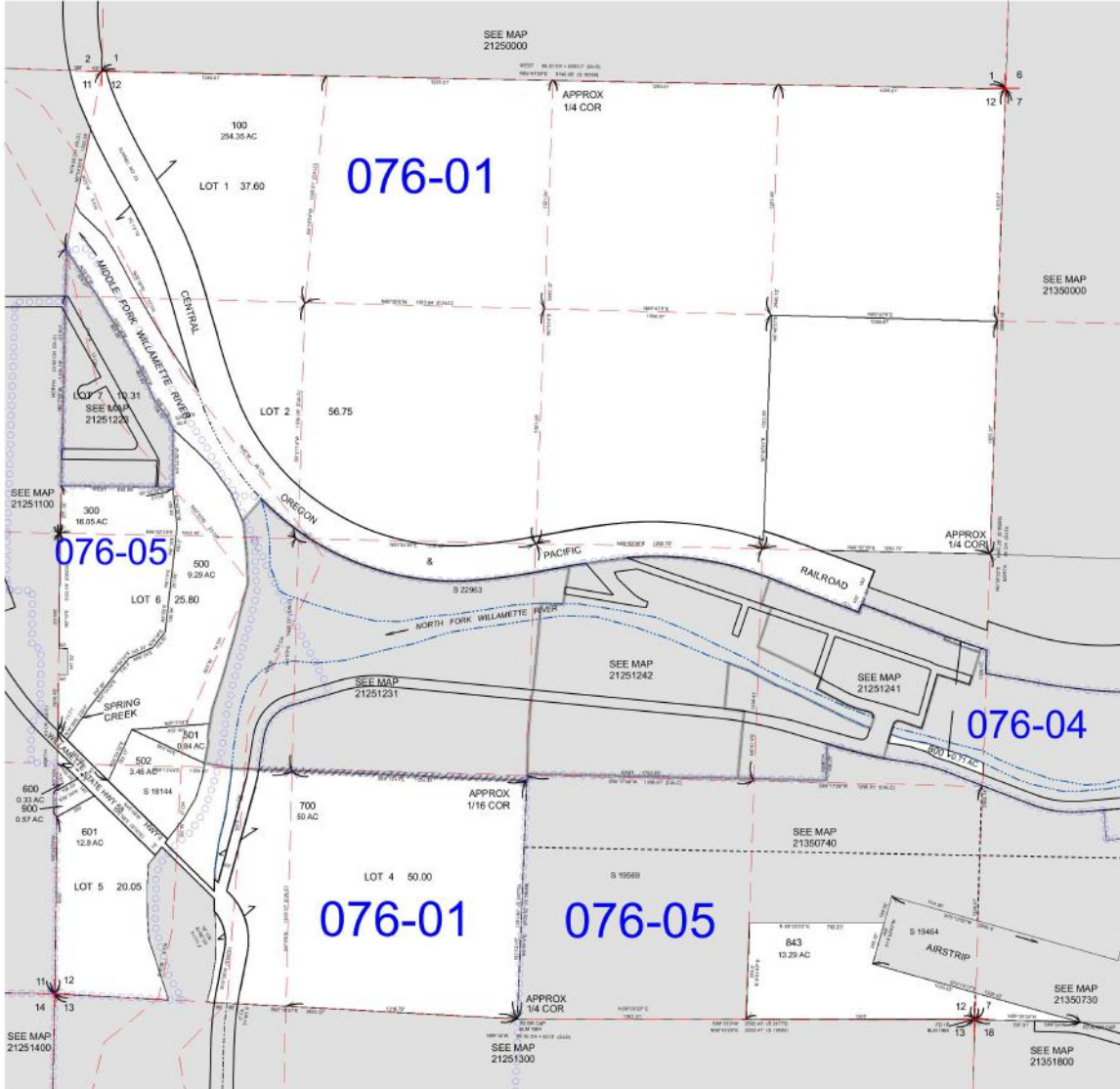
Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

21251200  
WESTFIR

FOR ASSESSMENT AND  
TAXATION ONLY

SECTION 12 T.21S. R.2E. W.M.  
Lane County  
1" = 400'

GIS DATA  
12/16/2009 3:44:06 PM : kashtac



- CANCELLED:
- 100
  - 843
  - 844
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  - 836

REVISIONS:  
11/20/09 - LOCATED - COUNTY MAP TO USE  
02/10/2008 - LOCATED - NOT SET OUT OF 800 & 2135024000108  
10/10/2008 - LOCATED - NOT SET OUT OF 800 & 2135004001038  
10/10/2008 - LOCATED - 800 & 2135004001038  
10/10/2008 - LOCATED - 800 & 2135004001038  
10/10/2008 - LOCATED - 800 & 2135004001038

WESTFIR  
21251200



Parcel ID: 0945616

Site Address: 46450 Westfir Rd

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Aerial Map

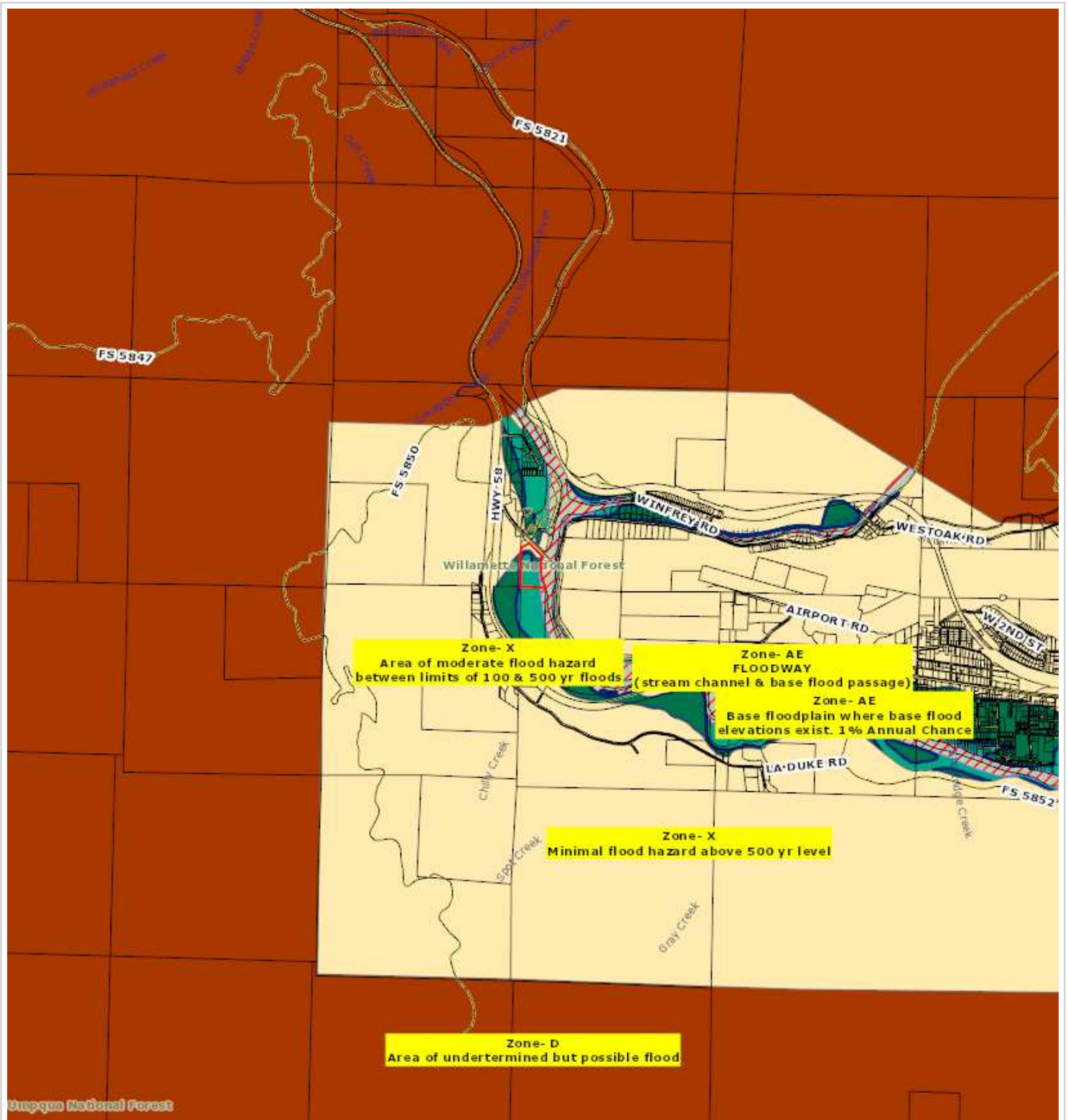


**Fidelity National Title**

**Parcel ID: 0945616**

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Flood Map



**Fidelity National Title**

Parcel ID: 0945616

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## Detailed Property Report

**Site Address** 46450 Westfir Rd Westfir, OR 97492-9706  
**Map & Taxlot#** 21-25-12-00-00601  
**SIC** N/A  
**Tax Account#** 0945616

**Property Owner 1**  
 Briegleb Family Trust  
 46450 Westfir Rd  
 Westfir, OR 97492  
 Tax account acreage 5.00  
 Mapped taxlot acreage<sup>†</sup> 12.92

<sup>†</sup> Mapped Taxlot Acreage is the estimated size of a taxlot as derived from the county GIS taxlot layer, and is not to be used for legal purposes.

Code Split - Other land tax account(s) associated with this taxlot 1696689

### Maps

#### Map & Taxlot # 21-25-12-00-00601



### Business Information

#### Improvements

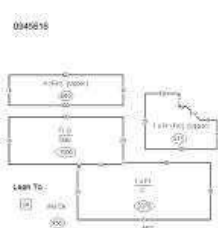
#### Dwelling 1 / Building Type » Class 4 dwelling

##### Assessor Photo



[Click to enlarge photo](#)

##### Assessor Sketch



Inspection Date	10/22/2004	Bedrooms	3	Roof Style	Gable
Building Class	4+	Full Bath(s)	2	Roof Cover	Metal
Year Built	1991	Half Bath(s)	1	Masonry Fireplace(s)	Yes
Effective Year Built	1991	Depreciation	19%	Percent Complete as of Jan 1 <sup>st</sup>	100 %
				Heat	Forced hot air

#### Floor Characteristics

	<u>Base Sq Ft</u>	<u>Finished Sq Ft</u>	<u>Exterior</u>
1st Floor	2076	2076	T 111 plywood
2nd Floor	875	875	Wood siding
Attic	960	960	Wood siding
Total Sq Ft	3911	3911	

#### Other Square Footage

Detached Garage	N/A	Attached Garage	1500
Basement Garage	N/A	Carport	N/A
Paved Patio	N/A	Paved Driveway	N/A

### Site Address Information

46450 Westfir Rd  
 Westfir, OR 97492-9706

House #	46450	Suffix	N/A	Pre-directional	N/A
Street Name	Westfir	Street Type	Rd	Unit type / #	N/A
Mail City	Westfir	State	OR	Zip Code	97492
Zip + 4	9706				

Land Use 1111 Single Family Housing  
 USPS Carrier Route N/A



**General Taxlot Characteristics**

■ Geographic Coordinates  
 X 4385218 Y 767448 (State Plane X,Y)  
**Latitude** 43.7546 **Longitude** -122.5290

■ Zoning

**Zoning Jurisdiction** Lane County  
 Lane County  
**Parent Zone** RR5 Rural Residential (5 acre minimum)  
**Overlay** CAS Commercial Airport Safety Zone

■ Land Use

**General Land Use**  
**Code** **Description**  
 data not available data not available

**Detailed Land Use**  
**Code** **Description**  
 data not available data not available

**Taxlot Characteristics**

Incorporated City Limits none  
 Urban Growth Boundary none  
 Year Annexed N/A  
 Annexation # N/A  
 Approximate Taxlot Acreage 12.92  
 Approx Taxlot Sq Footage 562,795  
 Plan Designation Residential  
 Eugene Neighborhood N/A  
 Metro Area Nodal Dev Area No  
 Septic Yes  
 Well Yes  
 Landscaping Quality Average  
 Historic Property Name N/A  
 City Historic Landmark? No  
 National Historical Register? No

**Service Providers**

Fire Protection Provider Hazeldell Rural Fire District  
 Ambulance Provider Oakridge Fire & EMS  
 Ambulance District SE  
 Ambulance Service Area South/East  
 LTD Service Area? No  
 LTD Ride Source? No

**Environmental Data**

FEMA Flood Hazard Zone

**Code Description**

AE Areas of 100-year flood, base flood elevations determined.  
 X5 Areas of 500-year flood, areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 100-year flood.  
 FW Floodway areas inside the 100-year flood, base flood elevations determined.  
 X Areas determined to be outside of 500-year flood.

FIRM Map Number 41039C2194F  
 Community Number 039C  
 Post-FIRM Date data not available  
 Panel Printed? Yes

Soils

Soil Map Unit#	Soil Type Description	% of Taxlot	Ag Class	Hydric %
114	Riverwash	49%	8	93
95	Newberg Fine Sandy Loam	44%	2	0
W	Water	6%	8	0
20B	Briedwell Cobbly Loam, 0 to 7 Percent Slopes	1%	3	0

**Schools**

	Code	Name
School District	76	Oakridge
Elementary School	600	Oakridge
Middle School	601	Oakridge
High School	602	Oakridge

**Political Districts**

Election Precinct	765	State Representative District 12	Emerald PUD Board Zone	N/A
City Council Ward	N/A	State Representative	Charlie Conrad	Heceta PUD Board Zone N/A
City Councilor	N/A	State Senate District	6	Central Lincoln PUD Board Zone N/A
County Commissioner District 5 (East Lane)		State Senator	Cedric Hayden	Soil Water Cons. Dist/Zone Upper Willamette / 4
County Commissioner	Heather Buch			Creswell Water Control District No
EWEB Commissioner	N/A			
LCC Board Zone	4			
Lane ESD Board Zone	5			

## Census Information

Census data have been removed from this report. To obtain Census data, please visit [www.census.gov](http://www.census.gov). For questions or concerns, please contact [support@rlid.org](mailto:support@rlid.org).

## Liens

## Building Permits

## Land Use Applications

## Petitions

## Tax Statements & Tax Receipts

Account#: 0945616

View tax statement(s) for:

[2023](#)

[2022](#)

### Tax Receipts

Receipt Date	Amount Received	Tax	Discount	Interest	Applied Amount
10/27/2023	\$5,263.64	\$5,263.64	\$162.79	\$0.00	\$5,426.43
10/31/2022	\$5,022.70	\$5,022.70	\$155.34	\$0.00	\$5,178.04
10/29/2021	\$4,875.46	\$4,875.46	\$150.79	\$0.00	\$5,026.25
10/30/2020	\$4,699.22	\$4,699.22	\$145.34	\$0.00	\$4,844.56
11/08/2019	\$4,514.35	\$4,514.35	\$139.62	\$0.00	\$4,653.97

Data source: Lane County Assessment and Taxation

## Owner/Taxpayer

### Owners

Owner	Address	City/State/Zip
Briegleb Family Trust	46450 Westfir Rd	Westfir, OR 97492

### Taxpayer

Party Name	Address	City/State/Zip
Briegleb Kenneth B & Diane M	46450 Westfir Rd	Westfir, OR 97492

Data source: Lane County Assessment and Taxation

## Account Status

Status Active Account Current Tax Year

Code Split - Other land tax account(s) associated with this taxlot [1696689](#)

Account Status	none
Remarks	none
Special Assessment Program	N/A

Data source: Lane County Assessment and Taxation

## General Tax Account Information

Tax Account Acreage	5.00
Fire Acres	N/A
Property Class	401 - Tract, improved
Statistical Class	140 - Class 4 single family dwelling
Neighborhood	764500 - Oakridge / Westfir Rural
Category	Land and Improvements

Data source: Lane County Assessment and Taxation

## Township-Range-Section / Subdivision Data

Subdivision Type	N/A	Subdivision Name	N/A	Subdivision Number	N/A
Phase	N/A	Lot/Tract/Unit #	TL 00601	Recording Number	N/A

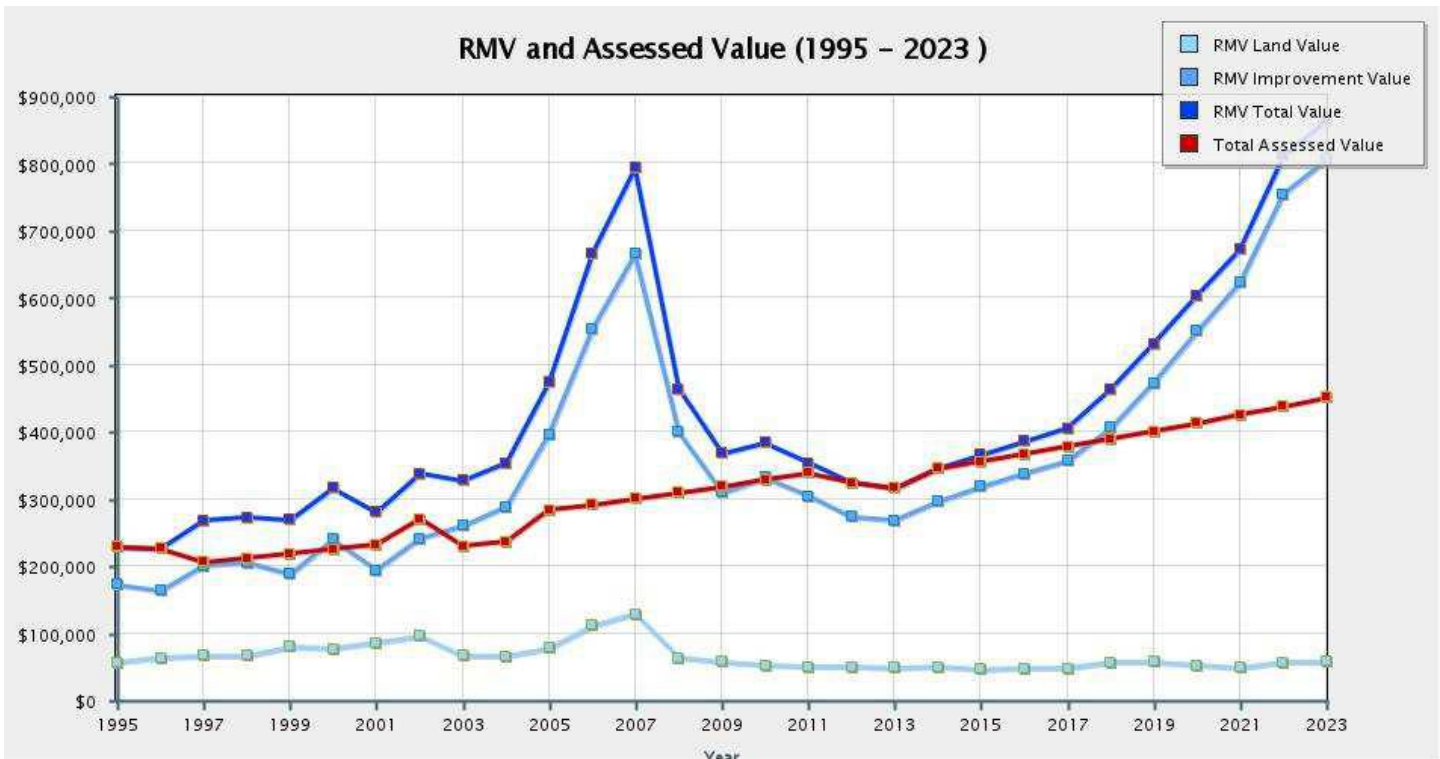
Data source: Lane County Assessment and Taxation

## Property Values & Taxes

The values shown are the values certified in October unless a value change has been processed on the property. Value changes typically occur as a result of appeals, clerical errors and omitted property. The tax shown is the amount certified in October. This is the full amount of tax for the year indicated and does not

include any discounts offered, payments made, interest owing or previous years owing. It also does not reflect any value changes.

Year	Real Market Value (RMV)			Total Assessed Value	Tax
	Land	Improvement	Total		
2023	\$57,686	\$806,933	\$864,619	\$451,713	\$5,426.43
2022	\$57,130	\$754,203	\$811,333	\$438,557	\$5,178.04
2021	\$49,337	\$622,929	\$672,266	\$425,784	\$5,026.25
2020	\$52,815	\$551,209	\$604,024	\$413,383	\$4,844.56
2019	\$57,686	\$473,588	\$531,274	\$401,343	\$4,653.97
2018	\$57,130	\$406,630	\$463,760	\$389,654	\$4,471.59
2017	\$47,714	\$357,480	\$405,194	\$378,305	\$4,143.22
2016	\$48,145	\$338,075	\$386,220	\$367,286	\$4,078.18
2015	\$47,167	\$319,095	\$366,262	\$356,588	\$3,955.01
2014	\$49,605	\$296,597	\$346,202	\$346,202	\$3,503.55
2013	\$48,676	\$268,056	\$316,732	\$316,732	\$3,556.05
2012	\$49,604	\$274,410	\$324,014	\$324,014	\$3,475.47
2011	\$49,604	\$304,547	\$354,151	\$338,687	\$3,538.13
2010	\$52,081	\$332,360	\$384,441	\$328,822	\$3,511.56
2009	\$58,300	\$310,020	\$368,320	\$319,245	\$3,736.92
2008	\$63,706	\$399,820	\$463,526	\$309,947	\$3,704.49
2007	\$128,299	\$665,500	\$793,799	\$300,919	\$3,483.41
2006	\$111,565	\$554,580	\$666,145	\$292,154	\$3,363.86
2005	\$78,568	\$396,130	\$474,698	\$283,645	\$3,201.67
2004	\$65,796	\$288,570	\$354,366	\$236,685	\$2,736.08
2003	\$66,913	\$260,510	\$327,423	\$229,791	\$2,645.74
2002	\$96,429	\$241,690	\$338,119	\$270,085	\$2,437.85
2001	\$86,040	\$194,310	\$280,350	\$231,988	\$2,079.93
2000	\$76,820	\$239,890	\$316,710	\$225,231	\$1,986.90
1999	\$80,860	\$188,890	\$269,750	\$218,671	\$2,041.40
1998	\$67,380	\$205,320	\$272,700	\$212,302	\$1,627.69
1997	\$67,380	\$201,290	\$268,670	\$206,118	\$1,589.89
1996	\$63,570	\$163,650	\$227,220	\$227,220	\$1,572.26
1995	\$56,760	\$172,260	\$229,020	\$229,020	\$1,569.75



Current Year Assessed Value \$451,713  
 Less Exemption Amount \* N/A  
Taxable Value \$451,713  
 \* Frozen Assessed Value

Data source: Lane County Assessment and Taxation






**Tax Code Area & Taxing Districts**

Tax Code Area (Levy Code) for current tax year 07605  
 Taxing Districts for TCA 07605  
 Hazeldell Rural Fire Protection District  
 Lane Community College  
 Lane County  
 Lane Education Service District

**\*\*NOTE** Lane County Assessment and Taxation Tax Code Area & Taxing Districts reflect the current certified year. The **Billing Rate Document** may still reference the prior year's rates and details until we receive the current report from Lane County.

Data source: Lane County Assessment and Taxation

### Sales & Ownership Changes

Sale Date	Sale Price	Doc #	Image	Analysis Code	Multiple Accts?	Grantor(s)	Grantee(s)
04/25/2005	\$0	2005-29287		<b>S</b>	Yes	Briegleb Kenneth B & Diane M	Briegleb Family Trust
12/17/2002	\$499,000	2003-29364		<b>S</b>	Yes	Campbell Connie A	Briegleb Kenneth B & Diane M
07/30/1989	\$65,000	1989-38107		<b>V</b>	data not available	Dutra, Betty J	data not available
08/20/1987	\$50,000	1987-36695		<b>V</b>	data not available	Surmac Constr Inc	data not available
08/13/1987	\$75,000	1987-35322		<b>C</b>	data not available	Hall, Vernon D & Cora E H&W	data not available

Data source: Lane County Assessment and Taxation

Log Off



# Fidelity National Title

## LANE COUNTY PROPERTY PROFILE INFORMATION

Parcel #: **1696689**  
 Tax Lot: **2125120000601**  
 Owner: Briegleb Family Trust  
 CoOwner:  
 Site: 46450 Westfir Rd  
 Westfir OR 97492  
 Mail: 46450 Westfir Rd  
 Westfir OR 97492  
 Zoning: County-RR5 - Rural Residential (5 Acre Minimum)  
 Std Land Use: RSFR - Single Family Residence  
 Legal: Map Lot: 2125120000601, TRS: T21 R25 S12 Q00, Lot: TL 00601  
 Twn/Rng/Sec: T:21S R:02E S:12 Q: QQ:

### ASSESSMENT & TAX INFORMATION

Market Total: **\$49,388.00**  
 Market Land: **\$49,388.00**  
 Market Impr:  
 Assessment Year: **2023**  
 Assessed Total: **\$49,388.00**  
 Exemption:  
 Taxes: **\$503.34**  
 Levy Code: 07601  
 Levy Rate: 9.3015

### PROPERTY CHARACTERISTICS

Year Built:  
 Eff Year Built:  
 Bedrooms:  
 Bathrooms:  
 # of Stories:  
 Total SqFt:  
 Floor 1 SqFt:  
 Floor 2 SqFt:  
 Basement SqFt:  
 Lot size: 7.80 Acres (339,768 SqFt)  
 Garage SqFt:  
 Garage Type:  
 AC:  
 Pool:  
 Heat Source:  
 Fireplace:  
 Bldg Condition:  
 Neighborhood: 764500  
 Lot: TL 00601  
 Block:  
 Plat/Subdiv:  
 School Dist: 76 - Oakridge  
 Census: 1354 - 001500  
 Recreation:

### SALE & LOAN INFORMATION

Sale Date: 04/25/2005  
 Sale Amount:  
 Document #: 2005-029287  
 Deed Type: WD  
 Loan Amount:  
 Lender:  
 Loan Type:  
 Interest Type:  
 Title Co:

## Detailed Property Report

**Site Address** N/A  
**Map & Taxlot#** 21-25-12-00-00601  
**SIC** N/A  
**Tax Account#** 1696689

**Property Owner 1**  
Briegleb Family Trust  
46450 Westfir Rd  
Westfir, OR 97492  
Tax account acreage 7.80  
Mapped taxlot acreage<sup>†</sup> 12.92

<sup>†</sup> Mapped Taxlot Acreage is the estimated size of a taxlot as derived from the county GIS taxlot layer, and is not to be used for legal purposes.

Code Split - Other land tax account(s) associated with this taxlot 0945616

### Maps

#### Map & Taxlot # 21-25-12-00-00601



### Business Information

#### Improvements

#### Site Address Information

#### General Taxlot Characteristics

##### Geographic Coordinates

X 4385322 Y 767320 (State Plane X,Y)  
**Latitude** 43.7543 **Longitude** -122.5286

##### Zoning

##### Zoning Jurisdiction Lane County

Lane County

**Parent Zone** RR5 Rural Residential (5 acre minimum)  
**Overlay** CAS Commercial Airport Safety Zone

##### Land Use

##### General Land Use

Code	Description
data not available	data not available

##### Detailed Land Use

Code	Description
data not available	data not available

##### Taxlot Characteristics

Incorporated City Limits	none
Urban Growth Boundary	none
Year Annexed	N/A
Annexation #	N/A
Approximate Taxlot Acreage	12.92
Approx Taxlot Sq Footage	562,795
Plan Designation	Residential
Eugene Neighborhood	N/A
Metro Area Nodal Dev Area	No
Septic	data not available
Well	data not available
Landscaping Quality	data not available
Historic Property Name	N/A
City Historic Landmark?	No
National Historical Register?	No

### Service Providers

Fire Protection Provider Hazeldell Rural Fire District  
Ambulance Provider Oakridge Fire & EMS  
Ambulance District SE  
Ambulance Service Area South/East  
LTD Service Area? No  
LTD Ride Source? No

### Environmental Data

#### FEMA Flood Hazard Zone

##### Code Description

AE Areas of 100-year flood, base flood elevations determined.  
X5 Areas of 500-year flood, areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 100-year flood.  
FW Floodway areas inside the 100-year flood, base flood elevations determined.

X Areas determined to be outside of 500-year flood.

FIRM Map Number 41039C2194F  
Community Number 039C  
Post-FIRM Date data not available  
Panel Printed? Yes

Soils	Soil Map Unit#	Soil Type Description	% of Taxlot	Ag Class	Hydric %
	114	Riverwash	49%	8	93
	95	Newberg Fine Sandy Loam	44%	2	0
	W	Water	6%	8	0
	20B	Briedwell Cobbly Loam, 0 to 7 Percent Slopes	1%	3	0

### Schools

	Code	Name
School District	76	Oakridge
Elementary School	600	Oakridge
Middle School	601	Oakridge
High School	602	Oakridge

### Political Districts

Election Precinct	765	State Representative District 12	Emerald PUD Board Zone	N/A	
City Council Ward	N/A	State Representative	Charlie Conrad	Heceta PUD Board Zone	N/A
City Councilor	N/A	State Senate District	6	Central Lincoln PUD Board Zone	N/A
County Commissioner District 5 (East Lane)		State Senator	Cedric Hayden	Soil Water Cons. Dist/Zone	Upper Willamette / 4
County Commissioner	Heather Buch			Creswell Water Control District	data not available
EWEB Commissioner	N/A				
LCC Board Zone	4				
Lane ESD Board Zone	data not available				

### Census Information

Census data have been removed from this report. To obtain Census data, please visit [www.census.gov](http://www.census.gov). For questions or concerns, please contact [support@rlid.org](mailto:support@rlid.org).

### Liens

#### Building Permits

#### Land Use Applications

#### Petitions

#### Tax Statements & Tax Receipts

Account#: 1696689

View tax statement(s) for:

[2023](#)

[2022](#)

#### Tax Receipts

Receipt Date	Amount Received	Tax	Discount	Interest	Applied Amount
11/03/2023	\$488.23	\$488.23	\$15.11	\$0.00	\$503.34
10/31/2022	\$463.25	\$463.25	\$14.33	\$0.00	\$477.58
10/29/2021	\$366.36	\$366.36	\$11.33	\$0.00	\$377.69
10/30/2020	\$404.96	\$404.96	\$12.53	\$0.00	\$417.49
11/08/2019	\$458.52	\$458.52	\$14.19	\$0.00	\$472.71

Data source: Lane County Assessment and Taxation

### Owner/Taxpayer

#### Owners

Owner	Address	City/State/Zip
Briegleb Family Trust	46450 Westfir Rd	Westfir, OR 97492

#### Taxpayer

Party Name	Address	City/State/Zip
Briegleb Kenneth B & Diane M	46450 Westfir Rd	Westfir, OR 97492

Data source: Lane County Assessment and Taxation

### Account Status

Status Active Account Current Tax Year

Code Split - Other land tax account(s) associated with this taxlot [0945616](#)

Account Status none  
 Remarks none  
 Special Assessment Program N/A

Data source: Lane County Assessment and Taxation

**General Tax Account Information**

Tax Account Acreage 7.80  
 Fire Acres 12.8  
 Property Class 401 - Tract, improved  
 Statistical Class N/A  
 Neighborhood 764500 - Oakridge / Westfir Rural  
 Category Land and Improvements

Data source: Lane County Assessment and Taxation

**Township-Range-Section / Subdivision Data**

Subdivision Type N/A      Subdivision Name N/A      Subdivision Number N/A  
 Phase N/A      Lot/Tract/Unit # TL 00601      Recording Number N/A

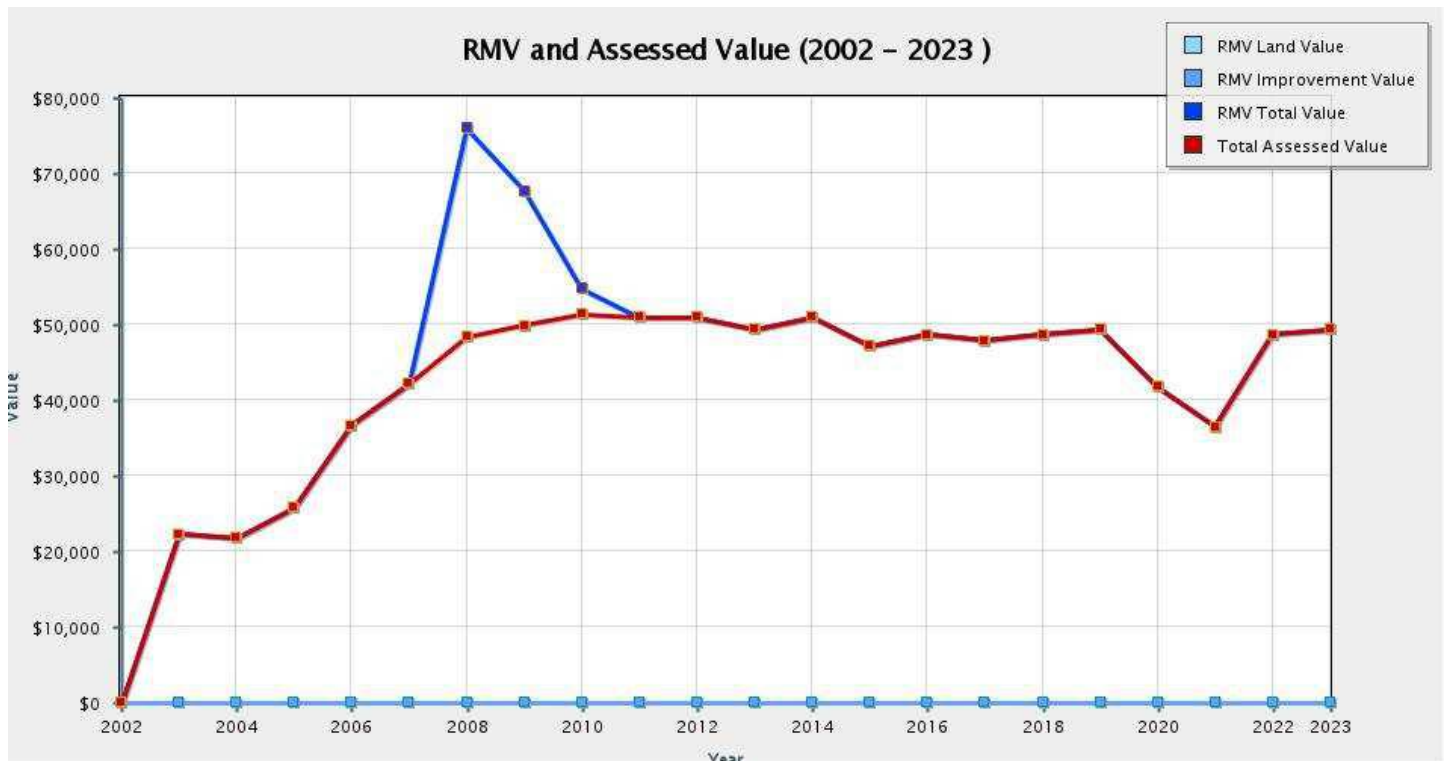
Data source: Lane County Assessment and Taxation

**Property Values & Taxes**

The values shown are the values certified in October unless a value change has been processed on the property. Value changes typically occur as a result of appeals, clerical errors and omitted property. The tax shown is the amount certified in October. This is the full amount of tax for the year indicated and does not include any discounts offered, payments made, interest owing or previous years owing. It also does not reflect any value changes.

Year	Real Market Value (RMV)		Total	Total Assessed Value	Tax
	Land	Improvement			
2023	\$49,388	\$0	\$49,388	\$49,388	\$ 503.34
2022	\$48,628	\$0	\$48,628	\$48,628	\$ 477.58
2021	\$36,471	\$0	\$36,471	\$36,471	\$ 377.69
2020	\$41,790	\$0	\$41,790	\$41,790	\$ 417.49
2019	\$49,388	\$0	\$49,388	\$49,388	\$ 472.71
2018	\$48,628	\$0	\$48,628	\$48,628	\$ 460.92
2017	\$47,869	\$0	\$47,869	\$47,869	\$ 443.71
2016	\$48,628	\$0	\$48,628	\$48,628	\$ 461.81
2015	\$47,109	\$0	\$47,109	\$47,109	\$ 454.63
2014	\$50,908	\$0	\$50,908	\$50,908	\$ 489.82
2013	\$49,388	\$0	\$49,388	\$49,388	\$ 486.83
2012	\$50,908	\$0	\$50,908	\$50,908	\$ 474.27
2011	\$50,908	\$0	\$50,908	\$50,908	\$ 448.41
2010	\$54,707	\$0	\$54,707	\$51,344	\$ 458.04
2009	\$67,624	\$0	\$67,624	\$49,849	\$ 514.59
2008	\$75,982	\$0	\$75,982	\$48,397	\$ 539.32
2007	\$42,119	\$0	\$42,119	\$42,119	\$ 401.37
2006	\$36,626	\$0	\$36,626	\$36,626	\$ 354.06
2005	\$25,793	\$0	\$25,793	\$25,793	\$ 260.06
2004	\$21,788	\$0	\$21,788	\$21,788	\$ 234.31
2003	\$22,269	\$0	\$22,269	\$22,269	\$ 237.23
2002	\$0	\$0	\$0	\$0	\$ 0.00





Current Year Assessed Value \$49,388  
 Less Exemption Amount \* N/A  
**Taxable Value \$49,388**  
 \* Frozen Assessed Value

Data source: Lane County Assessment and Taxation

#### Tax Code Area & Taxing Districts

Tax Code Area (Levy Code) for current tax year 07601  
 Taxing Districts for TCA 07601  
 Lane Community College  
 Lane County  
 Lane Education Service District  
 Oakridge School District 76  
 Upper Willamette Soil & Water

**\*\*NOTE** Lane County Assessment and Taxation Tax Code Area & Taxing Districts reflect the current certified year. The **Billing Rate Document** may still reference the prior year's rates and details until we receive the current report from Lane County.

Data source: Lane County Assessment and Taxation

#### Sales & Ownership Changes

Sale Date	Sale Price	Doc #	Image	Analysis Code	Multiple Accts?	Grantor(s)	Grantee(s)
04/25/2005	\$0	2005-29287		<b>8</b>	Yes	Briegleb Kenneth B & Diane M	Briegleb Family Trust
12/17/2002	\$499,000	2003-29364		<b>L</b>	Yes	Campbell Connie A	Briegleb Kenneth B & Diane M

Data source: Lane County Assessment and Taxation

Log Off

AFTER RECORDING RETURN TO:  
Julia I. Manela  
Muhlheim Boyd  
88 East Broadway  
Eugene, OR 97401

UNTIL A CHANGE IS REQUESTED,  
MAIL TAX STATEMENT TO:  
Kenneth B. Briegleb and Diane M. Briegleb,  
Trustees of Briegleb Family Trust  
46450 Westfir Road  
Westfir, OR 97492

Division of Chief Deputy Clerk  
Lane County Deeds and Records

2005-029287



\$31.00

00688462200500292870020025

04/25/2005 03:16:37 PM

RPR-DEED Cnt=1 Stn=15 CASHIER 02

\$10.00 \$11.00 \$10.00

**WARRANTY DEED - STATUTORY FORM**

Kenneth B. Briegleb and Diane M. Briegleb, Grantors, hereby convey and warrant to Kenneth B. Briegleb and Diane M. Briegleb, Trustees of the Briegleb Family Trust dated April 25, 2005, Grantee, the following-described real property free of encumbrances except as specifically set forth herein:

See Exhibit A which is made a part hereof by this reference.

Subject to: Usual and customary exceptions to title

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is \$ -0-, estate planning.

DATED this 25 day of April, 2005.

Kenneth B. Briegleb

Diane M. Briegleb

STATE OF OREGON            )  
  ) ss.  
County of Lane            )

This instrument was acknowledged before me on the 25<sup>th</sup> day of April, 2005, by Kenneth B. Briegleb and Diane M. Briegleb.

Notary Public for Oregon  
My Commission Expires: 7-31-06



EXHIBIT "A"  
PROPERTY DESCRIPTION

PARCEL 1:

That part of the Northeast quarter of Section 14, Township 21 South, Range 2 East of the Willamette Meridian, lying Easterly of the relocated Willamette Highway, in Lane County, Oregon;

EXCEPT: Beginning at the Northeast corner of Section 14, Township 21 South, Range 2 East of the Willamette Meridian; thence South along the section line between Sections 13 and 14, 1400.00 feet to the true point of beginning; thence South 148.3 feet to a point where said section line intersects with East right of way of Oregon State Highway No. 58; thence Northwesterly along East right of way line of said highway 188.69 feet; thence South 88° 55' East, 115.04 feet to the true point of beginning, in Lane County, Oregon.

PARCEL 2:

That part of Lot 5 of Section 12, Township 21 South, Range 2 East of the Willamette Meridian that lies South of the right of way of the old Willamette Highway, in Lane County, Oregon;

EXCEPT: That part lying North of the following described line: Beginning at a point on the West line of Section 12, Township 21 South, Range 2 East of the Willamette Meridian, 1000.0 feet North of the Southwest corner of said Section; and running thence North 62° 30' East to the Westerly right of way line of the Willamette Highway and there ending.

# SOIL, ELEVATION & FLOOD REPORT

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*PROVIDED BY ACREVALUE*

INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



1 field, 13 acres in Lane County, OR

TOWNSHIP/SECTION 21S 2E - 12












## Field 1

13 ac

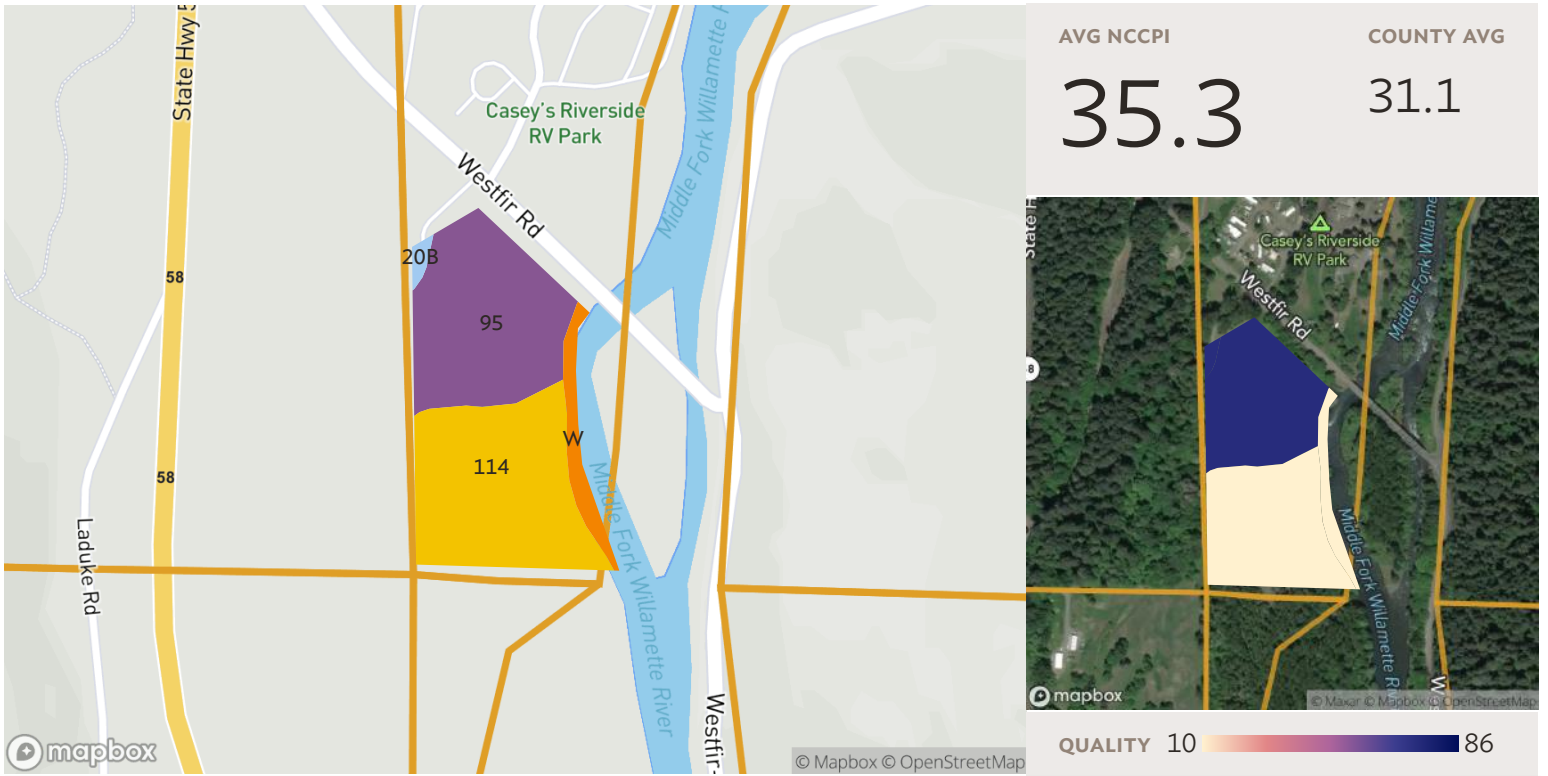
## Avg. Elevation

1,043.31 ft

	ELEVATION RANGE	ACRES	PERCENT AREA
	1,043.92 ft - 1,044.44 ft	1.00 ac	7.74%
	1,043.39 ft - 1,043.92 ft	5.26 ac	40.76%
	1,042.87 ft - 1,043.39 ft	4.49 ac	34.78%
	1,042.34 ft - 1,042.87 ft	1.69 ac	13.08%
	1,041.82 ft - 1,042.34 ft	0.26 ac	2.04%
	1,041.29 ft - 1,041.82 ft	0.09 ac	0.67%
	1,040.77 ft - 1,041.29 ft	0.05 ac	0.36%
	1,040.24 ft - 1,040.77 ft	0.04 ac	0.3%
	1,039.72 ft - 1,040.24 ft	0.04 ac	0.28%

1 field, 13 acres in Lane County, OR

TOWNSHIP/SECTION 21S 2E - 12



Source: NRCS Soil Survey

## All fields

13 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
114	Riverwash	6.27	48.6%	8	N/A
95	Newberg fine sandy loam	5.64	43.7%	2	73.6
W	Water	0.84	6.5%	8	N/A
20B	Briedwell cobbly loam, 0 to 7 percent slopes	0.15	1.2%	3	73.2
		<b>12.07</b>	<b>93.5%</b>		<b>35.3</b>

1 field, 13 acres in Lane County, OR

TOWNSHIP/SECTION 21S 2E - 12



**Legend**

- SPECIAL FLOOD HAZARD AREAS**
  - Without Base Flood Elevation (BFE) Zone A, V, A99
  - With BFE or Depth Zone AE, AO, AH, VE, AR
- High flood risk**
  - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
  - Moderate flood risk
    - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
    - Future Conditions 1% Annual Chance Flood Hazard Zone X
    - Areas with Reduced Flood Risk due to Levee Zone X
    - Areas with Flood Risk due to Levee Zone X
- OTHER AREAS**
  - Area of Minimal Flood Hazard Zone X
  - Area of Undetermined Flood Hazard Zone D

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

\* **HIGH FLOOD RISK** - areas with a 1% annual chance or greater of flooding, also referred to as base flood zones or 100-year flood zones. Classified as Special Flood Hazard Areas (SFHAs) by FEMA. **MODERATE FLOOD RISK** - areas in between the limits of the 1% annual and the 0.2% annual (or 500-year) flood zones. **MINIMAL FLOOD RISK** - areas that are above the 500-year flood zones. **UNDETERMINED FLOOD RISK** - areas where flood analysis has not been conducted.

Source: FEMA National Flood Hazard Layer

**All fields**

13 ac.

FLOOD ZONE	FLOOD RISK*	FLOOD ZONE SUBTYPE	ACRES	PERCENTAGE OF FIELD
AE	HIGH	N/A	8.05	62.4%
X	MODERATE	0.2 PCT ANNUAL CHANCE FLOOD HAZARD	2.22	17.2%
X	MINIMAL	AREA OF MINIMAL FLOOD HAZARD	1.68	13.0%
AE	HIGH	FLOODWAY	0.97	7.5%
			<b>12.91</b>	

# FAQ

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*PROVIDED BY SELLERS*

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## **INFORMATION ABOUT 46450 Westfir Road, Westfir OR 97492**

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**1: There is a water softener system installed with the well in the well house, that is currently not being used.**

We used to use it, but didn't like the 'slick feeling' after a shower that water softeners cause. The softened water feels like you couldn't rinse the soap off (which is normal), so we stopped using it a few years back. It was functional when last in use. Here is an article on why water softeners cause that slick feeling. <https://waterfilterguru.com/why-does-soft-water-feel-slimy/>

**2: Does the water faucet near the bridge area work?**

The hydrant in view of the bridge works, but it takes a few seconds for the water pressure to build and push the water from the area of the rose garden near the house to that pump faucet nearest the river.

**3: What is the pull trailer for at the far south end of the pond?** It was a leftover from the Gravel pit days. The tires still hold air but we have never used it. It could be sold or scrapped. Like the antique pickup near the gate...it's a farm relic.

**4: How does trash and recycling work out here.**

There isn't a regular garbage pick up quite like in the city. Those services are available, but the we don't use them. We've tried using garbage pickup at the gate for a while, but there would sometimes be delayed or missed pick ups and so we opted to take ourselves to the local garbage transfer station just East of Oakridge. For us (a family of 3) every week or so we load the pickup with 4 cans of garbage, and recycle, and drive them up to the Oakridge Transfer station/ Recycling station (<https://www.oregonmetro.gov/tools-living/garbage-and-recycling/find-a-recycler/recyclers/728>), currently it costs \$12.50 minus a \$1 recycling credit.

**5: What is the sprinkler thing on the roof of the metal shop roof for?**

That is to water that side of the Quonset hut and grass to be used in the event of a wildfire. We haven't needed to use it here for the last 7 years. There is also a gas powered water pump we have stationed near the pond with a fire hose during the dry season, and it can reach to the back of the Quonset hut. (we move it to burn pile areas during clean up in the Fall in Spring for fire safety) There is also a small sprinkler in the garage attic that can be fed from the hose by the mudroom, to water down the greenhouse area, roofs and gutters. This has been our safeguard should wildfire ever threaten the property. Living in a National Forest means we are careful about keeping the grass mowed, and dead trees away from the house and shop and being aware of the risk of forest fires. Luckily, with the pond and river, and flat land, this property is much better situated and protected than most in the area for wildfire.

**6: Why are the windows painted white in the garage?**

One of the windows cracked during a heatwave a few years ago when a black plastic bag was too close to the window, and the sun heated the bag so much the window cracked on the inside pane, not inside though. It's the window on the far corner on the left side if you are inside the garage facing West. The other windows in the garage have the same 'foggy' interior where the seal between the inside and outside of the glass was compromised over time like the ones in the living room that are referenced in the Disclosure. To make them consistent, we decided to paint the ones in the garage with white paint which also helps

with privacy and light.

**7: What is the ceiling covering in the big shop for?**

That is Tyvek. It's somewhat for controlling temperature and keeping the dust down. There are also bats that fly in and out of the top most part of the shop in the evening which is not uncommon out here. The Tyvek helps to keep the shop clean from any bat debris. They were here when we moved to the property in 2003, and we don't like the idea of poisoning or trapping things like that. Also bats are a federally protected species.

**8: What are the AMPS and voltage in the shop? E.g. 220v, 50 amp?**

There is 220 Volts, with 200 Amp breakers in the shop and at the top of the panels in the garage. The garage breaker panels have a set of isolation switches so if the power goes out, we go off grid and the 220 v generator powers the well, garage freezer, kitchen fridge and a few outlets in the master bedroom.

**9: Does the power in the shop have proper permits from the county?**

The following information was located in the shop: Permit # LA- 0-736, LA-0-114383 Dated 5-17-1990. The shop was built before the house, so we think that is the main power feed to the property. The permit for the house/garage panels is 12-10-2002 and it is EL-02-LA1997. **See included pictures.**

**10: What is in the locked room in the big shop that has no windows?**

We call it the hardware room. It holds the shops electrical breakers and some important file boxes I need access to, but don't want to leave exposed when showing the house. We have included a picture of the room.

**11: Approximately how much water does the well hold/how deep?**

The well is 60 feet deep, the well pump was replaced in 2006, the pressure tank is a Well-X-TROL 81 gallon tank. We have never run out of water as long as there is power to the well pump itself.

**12: What is the size of the septic tank?**

The septic is concrete and the previous septic inspection clean outs references 1750-2000 gallon tank with leach field.

**13: Water on the Property:**

We have documentation for when the well was dug. We have a contract from when the well was put in by the original owners dated 11/16/89 that references start card #16224 for well drilling dated 12/20/89.

The only other paperwork we have about other water on the property is in regards to the pond/lake. In October of 1995 the original property owner (Claude A Campbell) received a "Notice of Exempt Reservoir (Pond)" letter from the Oregon Water Resources Department. **(See included document)** There are no stream/canal or river water rights that we know of, but that might be something to check with the county.

**14: Does this location get much snow in the winter?**

Because the elevation of the property is at roughly 1100 ft, we tend to be on the border of where snow falls, we get nothing like what the pass just up HWY 58 (elevation 4000-5000) gets (20 or so miles up). What most commonly happens is that January- March we may get some snow that shows falls in the morning and then melts by the end of the day, maybe 1-3 inches. We did get snowed in once... along with everyone else in 2019, when the highway had lots of downed trees, but that was a VERY rare event.

**15: Are there problems with stagnation, mosquitoes or algae?**

**Are there any external/internal systems of to help clean the lake?**

The water never really stagnates because there is constant underground flow of water from the river. The pond was originally a gravel pit and the river front on the East side is mostly sand, so there is lots of rock at the bottom of the pond and surrounding area that help filtration. We sometimes put a net bag of charcoal near the underground inlet at the east side of the pond to help control algae.

There are lots of aquatic plants that grow naturally in the pond and algae blooms are common, especially when the water level drops throughout the summer and we have less rain. The weeds float to the top of the lake as the water drops and then the algae becomes more visible. Along the south edge there is usually a yellowish algae bloom in the shallows. We've sprayed Cutrine (algicide) and Weedtrine from the pedal boat a couple of years back that controls them for a few months, and doesn't hurt the fish, turtles or salamanders. The pond weeds and plants give the fish places to hide so we tend to let nature do it's natural ebb and flow.

We don't have big problems from mosquitoes. They come out around sunset, but so do the swallows, and fish, and they do a pretty good job of keeping the small bugs away from the house and deck.

**16. Have pesticides been used to control weeds on the land:**

Pesticides have NOT been used on the property for the last 8 years. The owner that passed in 2017 used Round-Up. When the daughter and son-in-law took over managing the property we have never used any pesticides to control weeds and have tried to keep it natural. So there may be a few more dandelions around, but we prefer that to the chemical alternatives.

**17: Have there been any issues with river flooding?**

If we have problems with water it's more because our pond/river gets higher, rather than the river coming in our direction. Most years if our lake/pond fills up, it flows a few inches deep to the fox briar, and to the leach field, down by the bridge into the river. So you can still walk around the lake with galoshes. This is the more regular thing that happens and only lasts for a short time.

After the big snow storm in 2019 (which they called a 100+ year storm event) it brought down a bunch of trees up river, and ended up blocking the bridge and causing flooding on our property. It came up to the house and basically made the shop and house an island. The water got into the crawlspace under the house, but didn't reach the floorboards. In the shop it got up to about 3 inches above the slab floor. It's our belief that if the bridge hadn't been blocked by the trees it would have never backed up onto our property.

After that happened the state came in and drained our side of the river to repair the bridge and reconfigured the flow towards the island away from our property. That helps to control the flow when we get heavy rains, snow melt and when they release more water from the dam. ODOT is also far more on top of making sure the bridge doesn't get blocked and they check it more frequently during the rainy season now. We haven't had any serious flooding since 2019.

**18: How far up does the pond water come and how often? Does the area around become "marshy"?**

The pond was originally an old working gravel pit dug out by Oakridge Sand & Gravel sometime in the 50's, so it's main 'shell' on the west and north side ground is pretty hard (a warning if you want to try and dig for planting). The ground on the east side riverwalk area is kind of a softer sandbar, so the overflow in Spring and Fall by the Campbell's lake sign can get soggy. It's a 20-30 foot span at most, the rest of the area generally does not get soggy. In the rainy seasons, we can still walk around the lake to the sign, and if it's got 2 or 3 inches of overspill, we just walk back rather than get our boots wet. It's pretty glorious and green when the rains are coming in.

In the past we put some stepping stones or pieces of heavy wood down to be able to more easily walk through the overflow area but since we dug that little creek trench that empties to the river, and unblock it when the pond starts to fill up, we haven't had the area overflow as much. When things are dry, we put a half log into the trench, so we can drive over it with the pickup/trailer chores our a regular passenger car we we want to drive over to our ravel trailer/reading cottage in that area.

### **19: How old is the heat pump/system?**

What we could find from the documentation/manual we have the date on the Payne heat pump manual (that will be included with all the house manuals and documentation) it has a copyright date from 1997, and the Carrier furnace manual is dated 1995, we suspect they were installed 1995-1997. There was an upgrade to the Carrier heating system and increased the burners in the furnace in 2009 so they would heat up faster. We have been told by people that have maintenance it that the heat pump and furnace are more powerful than homes usually require so it's substantial.

### **20: Is the land divided into two tax lots?**

The 2 yearly tax bills that we are sent each year show the property as MAP & Tax Lot: 21-25-12-00-00601 and 2 Separate Tax Code areas: 07601, 7.8 acres (property with the house) & 07605, 5 acres (property without the house that is closest to the road). We understand that to be two separate tax lots, but you may want to clarify that with the county. Both fall under the same address of 46450 Westfir Rd, Westfir OR 97492

### **21: Are there any Easements?**

There are no easements that I know of. The road to get from the main road to our house is all on our land.

### **22: Regarding Casey's RV Park across the street**

Casey's RV Park is very well kept. This is their website with policies: <https://caseysrvpark.com/index.php#Policies>. They are a VERY picky park, with many recurring annual customers with very expensive RV's. They only allow the newest/nicest rvs to visit. Even if the RV park is full we don't even hear or see much of the comings and goings from there either. Since we have 5 acres between us and the road we don't hear much.

We have made friends with the owners, and they are very conscientious, and care deeply about their property/landscaping and involvement in the community and maintaining a very nice park. They have held positions in the local Chamber of Commerce (<https://oakridgechamber.com/> has great info on the local events in town) meetings at the park meeting center, and they also have a lovely art gallery and participate in the seasonal 1<sup>st</sup> Friday Art Walk in Oakridge (<https://www.artworksoakridge.com/>) and are very involved in the community.

### **23: What type of wildlife comes through the property?**

Because we are really visitors to the forest we see a huge variety of animals here:

- A young brown bear come through during all the wildfire hubbub east of Oakridge in 2022, it wandered through the forest to the grape arbor, we scared it off with a bullhorn siren from the balcony.
- Elk herds that bed and graze in lots of places on our property (they leave poop piles of what look like milk duds, we call them elk-duds). It's not uncommon for us to be having dinner in the dining room, only to see a herd of 10 elk out near the bench just living their best life in the evening rain.
- All kinds of birds that love birdseed: Osprey, Bald Eagles, Geese, Blue Heron, Redwing blackbirds, Turkey Vultures, Swallows (that nest in the birdhouses located on the shop porch and others), bluejays, woodpeckers, crows, ravens, grosbeaks, hummingbirds, robins, quail and mourning doves. Little puffin like birds in the lake, tiny bobbing ducks, mallards a white swan, a black swan, white cranes.
- Tiny lizards that like to sun themselves on the cement
- A symphony of mating frogs from the pond and fountain that tend to come out when things thaw.
- Beaver swimming in the pond in the evening (they have even built a beaver home you can see come through the berry bushes around the pond near the shop.
- Pond creatures: Crappy (a type of fish), trout, bass, salamanders and turtles.
- Deer that like to chomp on the roses, and forage the apples and other goodies in the garden. We took down our net deer fence, but we recommend for serious gardening a deer fence would probably be a good idea if you don't want to share with the woodland neighbors.
- There is a skunk that likes to stroll through the property and we steer clear of him/her...usually near midnight in the summertime...so some nights we have to close the doors and windows because of his of his 'skunk bo' for an hour or so.
- We've seen...but not regularly, Fox, possum, housecats, gopher snakes, garter snakes, bunnies near the gate, and a black mink. We've seen what we think were cougar tracks near the inlet at the far end of the pond in the snow.

# BIDS

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INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



# Altemus Construction LLC

47118 Westfir Rd.

Westfir, OR 97492 US

(541) 954-5625

altemusconstruction@gmail.com

## Estimate

ADDRESS

Dave Jenkins

ESTIMATE

1066

DATE

02/29/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Labor			1,500.00	1,500.00
Materials			300.00	300.00
-----				
North upstairs siding		TOTAL		<b>\$1,800.00</b>

Accepted By

Accepted Date

# ESTIMATE

On Top Construction and Design  
P.O Box 441  
Oakridge, OR 97463

Kelly@OnTopConstructionanddesign.com  
m  
541-852-0474  
OnTopConstructionAndDesign.com



## Dave Jenkins

### Bill to

Dave Jenkins  
46450 Westfir Rd  
Westfir, OR 97472

### Ship to

Dave Jenkins  
46450 Westfir Rd  
Westfir, OR 97472

### Estimate details

Estimate no.: 1381  
Estimate date: 02/28/2024

#	Date	Product or service	SKU	Amount
1.		<b>Sales</b> Replace and paint approx. 60sqft of T1-11 siding on North side of 2nd story.		\$2,500.00
2.		<b>Sales</b> Remove and replace approx. 390sqft of T1-11 siding on South side of house under balcony. Properly install flashing to avoid further rot. This includes applying OWNER SUPPLIED PAINT		\$8,360.00
3.		<b>Sales</b> Remove and replace 2nd story balcony approx. 38' x 5'. This includes all new pressure treated lumber, flashings, joist and ledgers. Please note: This will have to be redesigned with posts on the outside of balcony to hold load of deck, as the old deck is built into the 2nd story floor.		\$13,300.00
4.		<b>Sales</b> Remove and replace garage balcony approx. 8'4" x 30". This includes all new pressure treated lumber, flashings, joist and ledgers. Please note: This will have to be redesigned with posts on the outside of balcony to hold load of deck, as the old deck is built into the 2nd story floor.		\$4,900.00

Total

**\$29,060.00**

### Note to customer

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted. All work will be completed in a substantial workmanlike manner.  
\*Due to fluctuating construction material prices, we can no longer guarantee estimates' material prices. In the event that there is a material cost increase, On Top Construction will discuss the details before moving forward.



# Altemus Construction LLC

47118 Westfir Rd.

Westfir, OR 97492 US

(541) 954-5625

altemusconstruction@gmail.com

## Estimate

ADDRESS  
Dave Jenkins

ESTIMATE 1065  
DATE 02/29/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Demo	deck demo and disposal		300.00	300.00
Materials			650.00	650.00
Labor			2,200.00	2,200.00
-----				
Garage deck		TOTAL		<b>\$3,150.00</b>

Accepted By

Accepted Date

# FLOODPLAIN INSURANCE QUOTE

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INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



Producer

INX INSURANCE SERVICES, LLC  
3785 S 700 E  
STE 200  
SALT LAKE CITY, UT 84106

Mail To:

BRIEGLER FAMILY TRUST BRIEGLER FAMILY TRUST  
46450 WESTFIR RD  
WESTFIR, OR 97492

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<b>Date</b>	3/4/2024
<b>Producer</b>	INX INSURANCE SERVICES, LLC 866-503-5663

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## ACTION REQUIRED

Important information about your NCIP insurance application.

### Surplus Lines Filing Document

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<b>Policy Information</b>	<b>Application Number:</b>	NCIP1579310-2024
	<b>Insured:</b>	BRIEGLB FAMILY TRUST BRIEGLB FAMILY TRUST
	<b>Effective Date:</b>	3/3/2024
	<b>Covered Location(s):</b>	46450 WESTFIR RD, WESTFIR, OR 97492

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<b>What You Need to Know</b>	The state of OR requires surplus lines filing documents which must be completed before the issuance of this application. A copy of the required surplus lines document has been included with this application for convenience. Failure to complete and return the document will result in <i>cancellation</i> of coverage.
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<b>What You Need to Do</b>	Please complete the provided document and email the signed document to <a href="mailto:icservice@poulton.com">icservice@poulton.com</a> .
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<b>Questions or Concerns</b>	If you have any questions regarding this notice, please contact our customer service department.
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We appreciate your business.

Thank you,

#### Customer Support



3785 South 700 East, Salt Lake City, UT 84106

Phone (801) 268-2600 Op. 2 | Fax (801) 268-2674

[icservice@poulton.com](mailto:icservice@poulton.com) | CA License 0814761

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DILIGENT SEARCH STATEMENT

To: Insurance Commissioner, State of Oregon
BRIEGLER FAMILY TRUST BRIEGLER FAMILY
Insured Name: TRUST
Policy Number: NCIP1579310-2024
Policy Inception Date: 3/3/2024
Policy Expiration Date:
Type of Coverage Provided: Flood

I have determined that, as per the definition as stated in the federal Nonadmitted and Reinsurance Reform Act of 2010 Sec. 527, Oregon is the "home state" for this policy. (A copy of the federal Nonadmitted and Reinsurance Reform Act of 2010 can be viewed online at www.OregonSLA.org under "Publications").

The Insured was expressly advised prior to placement of this insurance in the SURPLUS LINE MARKET that:

- A. The Surplus Lines insurer with whom the insurance was placed is not licensed in this state and is not subject to its supervision.
B. In the event of the insolvency of the SURPLUS LINES insurer, losses will not be paid by the STATE INSURANCE GUARANTY FUND.

Select (check) Statement 1, Statement 2, OR Statement 3:

Statement 1:

I hereby certify that I have made a diligent effort to place this insurance with companies admitted to write business in Oregon for this class. I am unable to place the full amount or kind of insurance with companies admitted to transact and who are actually writing the particular kind and class of insurance in this state. I am therefore placing this insurance in the SURPLUS LINE MARKET.

Statement 2:

I have determined that the insured is currently registered with Oregon as a Risk Purchasing Group (RPG), to purchase liability insurance on a group basis, and that this policy placement is exempt from the Diligent Search requirement.

Statement 3:

I have determined that, as per the definition as stated in the Nonadmitted and Reinsurance Reform Act of 2010 Sec. 527, this insured is an exempt commercial purchaser, that the requirements as set forth in the federal Nonadmitted and Reinsurance Reform Act of 2010 Sec. 525 have been complied with, and that this policy placement is exempt from the Diligent Search requirement. (A copy of the federal Nonadmitted and Reinsurance Reform Act of 2010 can be viewed online at www.OregonSLA.org under "Publications").

Printed Name of Producing Agent
Signature of Producing Agent
Printed Name of Agency
Date Signed

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**Application No.:** NCIP1579310-2024  
**Effective Date:** 3/3/2024 **Expiration Date:** 03/03/2025  
**Submission ID:** 1446158

**Effective Upon Loan Closing.** Coverage becomes effective on the day and time of the loan closing. Please refer to Section "IX. Waiting Period(s), B. Waiting Period Waived, 1. Real Estate Closing" in the attached Specimen Policy.

**Named Insured and Mailing Address**

BRIEGLER FAMILY TRUST BRIEGLER FAMILY TRUST  
46450 WESTFIR RD, WESTFIR, OR 97492

**Producer Information**

Please contact your producer with coverage questions, requests or concerns.

INX INSURANCE SERVICES, LLC  
3785 S 700 E STE 200, SALT LAKE CITY, UT 84106

**Phone Number:** 866-503-5663  
**Fax Number:** 8018923900

**Covered Location**

46450 WESTFIR RD, WESTFIR, OR 97492

**Replacement Cost Value**

Replacement Cost of Dwelling      \$            487,000

**Coverage and Limits**

Coverage:	Limits:
(A) Dwelling	\$            487,000
(B) Appurtenant Structures	\$            0
(C) Personal Property	\$            0
(D) Additional Living Expense	\$            5,000
(E) Increased Cost of Materials	\$            0

**Total Limit of Insurance: \$ 492,000**  
See Policy Terms and Conditions Section VII Limits of Insurance

**Policy Conditions and Endorsements**

Specific Conditions and Endorsements apply where indicated with an "X". Please refer to the policy Terms and Conditions for actual wording.

- |   |   |
|---|---|
| <input type="checkbox"/> Non-Owner Occupied Endorsement                                     | <input type="checkbox"/> Condominium Endorsement            |
| <input checked="" type="checkbox"/> Replacement Cost Cover on Personal Property Endorsement | <input checked="" type="checkbox"/> Debris Removal          |
| <input checked="" type="checkbox"/> Coinsurance: Waived                                     | <input type="checkbox"/> Course of Construction Endorsement |

**Covered Peril(s)**

Flood

**Deductible(s)**

\$5,000 each flood loss  
\*\*Additional Living Expense \$1,000 Deductible Each Loss Separately

**Policy Cost**

Premium:	\$            1,325.71	25% Minimum Earned
Policy Fee:	\$            100.00	Fully Earned
State Tax:	\$            28.51	
Fire Marshal Tax:	\$            4.28	
SLSC:	\$            10.00	

**Total Cost: \$ 1,468.50**

Payment methods accepted are check, electronic check or credit card (Visa, Mastercard). Note that credit cards incur a convenience fee starting at \$35.

**Building Information**

Dwelling Type	Owner Occupied Primary Residence
Selected option that best describes the building	Single-Family
Construction Type	Wood Frame
Number of Stories Above Grade	2
Is there a garage attached to the building?	Unknown
Year of Construction	1991
Total Square Footage	2000
Foundation Type	Slab On Grade - Slab on Grade Detail
YOU ACKNOWLEDGE AND AGREE:	Agree
<p>Coverage for subgrade foundations (e.g. Basements below grade or partially below grade, finished or unfinished) is contingent on disclosing the subgrade foundation type when completing this application and subsequent underwriting approval.</p> <p>The carrier(s) providing coverage will not be liable for any loss or damage to the subgrade exposure or any personal property situated therein, if any, if it was not properly disclosed with this application.</p>	

**General Questions**

We are not a market for:

- Locations that have sustained prior damage or submitted a claim for the coverage being sought.
- Building(s) constructed partially on or over any beach, sand, or water
- Adobe or Log Cabin construction.
- Mobile or Manufactured homes without tiedowns.
- Contents only coverage (excl. condos).
- Historic buildings.
- Buildings built prior to 1900.
- Vacant buildings.
- Buildings under the course of construction.
- Policies already in force through this Program through another producer (Submit a Producer of Record Letter instead).
- Coverage for personal property kept outside of the building/structure (policy exclusion).
- Bank/Lender owned, forced placed, or foreclosed properties.

After inquiry, the risk I am submitting for consideration is otherwise eligible and not disqualified by the criteria above.

I understand and agree my representation is material and relied upon for coverage eligibility and underwriting consideration. I understand that any misrepresentation may result in the denial of a claim(s) and subject to cancellation of coverage.

Agree

**Flood Questions**

If the property is in a flood zone, what flood zone? (as indicated by producer)	AE
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### Surplus Lines Disclosure

This insurance policy or application for insurance is underwritten by a Nonadmitted Foreign or Alien Insurer. The *Dodd-Frank Wall Street Reform and Consumer Protection Act (2010)* enables Nonadmitted Insurers to transact business in any U.S. state without holding a Certificate of Authority or license for that state (see U.S.C. 15 §8204).

Verification of an Alien Insurer's eligibility to transact business within the U.S. is available from the *National Association of Insurance Commissioners (NAIC) Quarterly Listing of Alien Insurers*.

In accordance with your state law, additional disclosures required are below.

**This insurance was procured and developed under the Oregon surplus lines laws. It is NOT covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance becomes insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this insurance. (ORS 735.435(6))**

**(4/17)**

**Privacy Notice**

We value your privacy, and this notice is intended to explain how we collect and share your nonpublic personal information.

While providing our services to you, we may collect certain information about you. This can include information on your application or other forms, such as your name, contact information, address, and property information, as well as information about your transactions with us, such as product or service requests and payment history.

We only share your information as permitted by law. For example, we may share your information with nonaffiliated third parties in order to process your requests or administer your transactions.

We have implemented security measures, including technological safeguards, designed to protect your information from unauthorized access.

If you have questions about this notice, or information we collect you may contact us at (801) 268-2600.

**Statement of Conformity**

This Policy meets the definition of private flood insurance contained in 42 U.S.C. 4012a(b)(7) and the corresponding regulation.

This policy meets the definition of private flood insurance contained in 24 CFR 203.16a(e) for FHA-insured mortgages.

**Fraud Notice**

Any person who knowingly or with intent to defraud any insurance company or other person submits an application for insurance or statement of claim containing false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud.

**Producer Warrant and Representation**

By submitting this application on behalf of the Named Insured, you warrant that the information contained herein is, after diligent inquiry, accurate and true. You further acknowledge that the representations made herein are the basis for underwriting consideration and agree to indemnify us for damages incurred from any material or negligent misrepresentation.

Responsibility to Retain:

You are required to retain the original application signed by the Named Insured(s). You agree to, and are required to, notify us of any material changes to the risk you become aware of and any subsequent changes to this Application after your submission to underwriting.

Producer's Electronic Signature:

Upon submission, you agree that your electronic signature will serve as your actual signature and in accordance with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. Ch. 96).



Signature of Producer

Date

**Confirmation and Signature**

The signer of this application, the Named Insured, acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters.

The signer has reviewed this Application and further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or policy issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required nor obligated, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

The signer acknowledges that the insurance applied for becomes eligible for coverage only after underwriting approval. Signer further acknowledges that coverage may not be backdated and the policy becomes effective upon the date that the full payment is received by Poulton Associates. You agree that partial payment will not be accepted. Should payment subsequently be dishonored by the issuing financial institution, you acknowledge that coverage becomes void or voidable at our sole discretion.

Signature=(Matilda Attalla) IpAddress=(::ffff:52.89.34.106) Email=  
(MATILDA.ATTAALLA@KW.COM)

Signature of Applicant

3/3/24 11:27 PM

Date

## Certification of Conformity

**This Policy meets the definition of private flood insurance contained in 42 U.S.C. 4012a(b)(7) and the corresponding regulation.**

<u>FEDERAL LENDING REGULATOR</u>	<u>REFERENCE</u>
DEPARTMENT OF THE TREASURY	12 CFR Parts 22 and 172 [Docket ID OCC-2014-0016]
FEDERAL RESERVE SYSTEM	12 CFR Part 208 [Reg. H, Docket No R-1498]
FEDERAL DEPOSIT INSURANCE CORP.	12 CFR Part 339
FARM CREDIT ADMINISTRATION	12 CFR Part 614
NATIONAL CREDIT UNION ADMINISTRATION	12 CFR Part 760

**This policy must be accepted by federally regulated lenders as satisfying the mandatory purchase of flood insurance requirement for structures that reside in a special flood hazard area.**

### **We Certify This Policy:**

1. Is issued by an insurer that is licensed, admitted, or otherwise approved to engage in the business of insurance in the State or jurisdiction in which the property to be insured is located, by the insurance regulator of that State or jurisdiction;
2. Provides flood insurance coverage which is at least as broad as the coverage provided under a standard flood insurance policy under the national flood insurance program;
3. Includes:
  - a. A requirement for the insurer to give 45 days' written notice of cancellation or non-renewal of flood insurance coverage to the insured and the regulated lending institution or Federal agency lender;
  - b. Information about the availability of flood insurance coverage under the national flood insurance program;
  - c. A mortgage interest clause similar to the clause contained in a standard flood insurance policy under the national flood insurance program;
  - d. A provision requiring an insured to file suit not later than 1 year after the date of a written denial of all or part of a claim under the policy; and
4. Contains cancellation provisions that are as restrictive as the provisions contained in a standard flood insurance policy under the national flood insurance program.

## **FHA-Insured Mortgages**

### **We Certify That:**

This policy meets the definition of private flood insurance contained in 24 CFR 203.16a(e) for FHA-Insured mortgages.



# *Chaucer Insurance Company DAC*

## Residential Terms & Conditions

Authority Number: B1180D241303

**THE INSURED** is requested to read this Policy, and if not correct, return it immediately to the Correspondent for appropriate alteration.

**IN THE EVENT OF A CLAIM UNDER THIS POLICY, PLEASE NOTIFY THE FOLLOWING CORRESPONDENT:**

---

**POULTON ASSOCIATES, LLC**  
**Natural Catastrophe Insurance Program**  
3785 South 700 East, Salt Lake City, UT 84106  
**Phone: (801) 316-4228 or Fax (801) 268-2674**

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SPECIMEN

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In this Policy “you” and “your” refer to the Named Insured shown on the Coverage Declarations and “we” and “our” refer to the underwriters providing this insurance Policy. The terms “policy” and “certificate” used within this insurance agreement are interchangeable and have the same meaning and effect.

Words appearing in bold within the text have special meaning and are defined in this Policy.

---

## I. Insuring Agreement

---

### A. Physical Loss/Physical Damage

In consideration of the premium paid and subject to the conditions, limits, and exclusions contained herein, this Policy insures the structure of the **building(s)** and **personal property** at the **premises**, all as specified herein, against direct physical loss or physical damage that occurs and manifests itself during the period of this Policy and is caused solely by the peril(s) shown in the Coverage Declarations and limited to one or more of the following perils:

1. **Earthquake Shock**
2. **Flood**
3. **Landslide**

### B. Additional Living Expenses

#### 1. Uninhabitable Dwelling:

- a. If your dwelling is made uninhabitable by direct physical loss or physical damage caused solely by a peril insured by this Policy, this Policy covers any necessary and reasonable increase in living expenses incurred by you and/or permanent members of your household so that your household can maintain its standard of living.

Payment shall be for the reasonably necessary time required for rebuilding, repairing, or replacing your dwelling or, if you have to be permanently relocated, the reasonably necessary time required to settle elsewhere. The amount covered is limited to the Limit of Insurance shown in the Coverage Declarations for Additional Living Expenses. This period of time is not limited by expiration of this Policy.

#### 2. Prohibited Use:

- a. If a civil authority prohibits you and/or permanent members of your household from use of the premises as a result of direct damage to neighboring premises by a peril insured against by this Policy, this Policy will cover any resulting additional living expenses. The amount covered is limited to the Limit of Insurance shown in the Coverage Declarations for Additional Living Expenses. This period of time is not limited by expiration of this Policy.

The amount covered for all Additional Living Expenses insured under both 1) Uninhabitable Dwelling and 2). Prohibited Use combined is the Limit of Insurance shown in the Coverage Declarations for Additional Living Expenses in respect of each loss or series of losses arising out of any one event.

### C. Debris Removal

We will pay your reasonable expense, excess of the deductible shown on the Coverage Declarations, for the removal of:

1. Debris on your premises, caused by a peril insured against, for direct physical loss, physical damage, or destruction of property, to which this Policy applies.

The amount we will pay for debris removal is limited to 10% of the covered loss or \$25,000, whichever is less.

The Debris Removal coverage available is included within and not in addition to the limit of Coverage A. Any amount used for Debris Removal shall reduce the amount available under Coverage A.

Nothing contained in this Clause shall override any Seepage and/or Pollution and/or Contamination Exclusion, any Radioactive Contamination Exclusion, or any other Exclusion applicable to this Policy.

Any provision within this Policy (or within any Endorsement that forms part of this Policy) that insures Debris Removal is cancelled and replaced by the above.

### D. Increased Cost of Compliance

1. General. This Policy pays you to comply with a state or local floodplain management law or ordinance affecting repair or reconstruction of a structure suffering flood damage. Compliance activities eligible for payment are elevation, floodproofing, relocation, or demolition (or any combination of these activities of your structure. Eligible floodproofing activities are limited to:
  - a. Nonresidential structures.
  - b. Residential structures with basements that satisfy FEMA's standard published in the Code of Federal Regulations [44 CFR 60.6 (b) or (c)].
2. Limit of Liability. We will pay up to \$30,000 under this coverage Increased Cost of Compliance, which only applies to policies with **building** coverage as designated on the coverage declaration. Our payment of claims is in addition to the amount of coverage shown on the coverage declarations page under **building**. But the maximum you can collect under this Policy for both **building** and Increased Cost of Compliance coverage cannot exceed the limit of liability shown for **building** coverage. A separate deductible does not apply.

### E. Loss Avoidance Measures

This coverage only applies where **flood** is a covered peril. This coverage does not increase the Coverage A or Coverage B limit of liability.

1. Sandbags, Supplies, and Labor
  - a. We will pay up to \$1,000 for cost you incur to protect the insured building from a flood or imminent danger of flood, for the following:
    - (1) Your reasonable expenses to buy:
      - (a) Sandbags, including sand to fill them;
      - (b) Fill for temporary levees;
      - (c) Pumps; and
      - (d) Plastic sheeting and lumber used in connection with these items.

- (2) The value of work, at the Federal minimum wage, that you or a member of your household performs
  - b. This coverage for Sandbags, supplies and labor only applies if damage to insured property by or from flood is imminent and the threat of flood damage is apparent enough to lead a person of common prudence to anticipate flood damage. One of the following must occur:
    - (1) A general and temporary condition of flooding in the area near the described location must occur, even if the flood does not reach the building; or
    - (2) A legally authorized official must issue an evacuation order or other civil order for the community in which the building is located calling for measures to preserved life and property from the peril of flood.
2. Property Removed to Safety
- a. We will pay up to \$1,000 for the reasonable expenses you incur to move insured property to a place other than the described location that contains the property in order to protect it from flood or the imminent danger of flood
    - (1) Reasonable expenses include the value of work, at the Federal minimum wage, that you or a member of your household performs
  - b. If you move insured property to a location other than the described location that contains the property, in order to protect it from flood or the imminent danger of flood, we will cover such property while at that location for a period of 45 consecutive days from the date you begin to move it there. The personal property that is moved must be placed in a fully enclosed building or otherwise reasonably protected from the elements.
    - (1) Any property removed, including a **moveable home** as defined in the "Definition" section, must be placed above ground level or outside of the special flood hazard area.

## II. Definitions

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A. **ACT** means:

The National Flood Insurance Act of 1968, as amended, and The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., in effect as of the effective date of this Policy as evidenced on the Coverage Declarations.

B. **Building(s)** means:

1. The dwelling where you principally reside or your secondary residence and
2. Appurtenant Structures, being other permanent buildings or structures, with walls and a roof, on the premises.

C. **Catastrophic ground collapse** means geological activity that result in an abrupt collapse of ground cover causing a depression in the ground cover clearly visible to the naked eye that causes structural damage to the **building**, including the foundation.

D. **Earthquake shock** means physical damage caused by earth movement, including landslide, mudflow, or earth sinking, earth rising, or shifting only as a direct and immediate result of **earthquake shock** but shall not include any consequential loss or damage from any other ensuing peril.

Each loss by **earthquake shock** shall constitute a single loss hereunder, provided if more than one **earthquake shock** shall occur within any period of 72 hours commencing during the term of this Policy such **earthquake shocks** shall be deemed to be a single earthquake within the meaning hereof. Underwriters shall not be liable for any loss caused by any **earthquake shock** occurring before the effective date and time of this Policy nor for any loss occurring after the expiration date and time of this Policy. The insured may select the time from which any such period shall commence, but no two selected periods may overlap.

E. **Flood** means physical damage caused by a general and temporary condition of partial or complete inundation of normally dry land areas from surface water, waves, tidal water, overflow of a body of water, mudflow, or spray from any of these, whether or not driven by wind arising during any one period of 72 consecutive hours during the period of this Policy. Underwriters shall not be liable for any loss caused by any **flood** occurring before the effective date and time of this Policy, nor for any loss occurring after the expiration date and time of this Policy. The insured may select the time from which any such period shall commence, but no two selected periods may overlap.

F. **Landslide**, except landslide as covered by **earthquake shock** definition above, means physical damage caused by the sudden movement of earth and/or rock ("land"), including sliding of land; mudflow, except mudflow as covered by the **earthquake shock** and **flood** definitions above; land sinking, rising, or shifting but excluding normal settling; gradual subsidence; gradual slippage; and processes of erosion that take place over time.

G. **Personal property** means:

1. **Personal property** usual to the occupancy of the dwelling and owned or used by you or permanent members of your household while such **personal property** is held within the dwelling on the insured **premises**. We will also cover personal effects owned by a guest or servant while such personal effects are held within the dwelling on the insured **premises**.
2. Materials and supplies for use in the construction, structural alteration, alteration, maintenance, or repair of the **premises** while such materials and supplies are at the **premises**.
3. Foodstuffs, bedding, tack, and other equipment that is used for the maintenance and care of pets and livestock while at the **premises**, provided such pets or livestock are not kept for commercial or business purposes.

- H. **Premises** means the residential structure at the address shown on the Coverage Declarations.
- I. **Sinkhole** collapse means the settlement or systematic weakening of the land supporting the **building(s)** when such settlement or systematic weakening results from movement or raveling of soils, sediments, or rock materials into subterranean voids created by the effect of water on a limestone or similar rock formation.
- J. **Moveable home** means:
1. A manufactured home (a “manufactured home,”) also known as a mobile home, is a structure built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
  2. A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws.

### III. Losses Excluded

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A. This Policy does not insure against:

1. Loss or damage arising from water or waterborne material that:
  - a. Backs up through sewers or drains;
  - b. Discharges or overflows from a sump, sump pump, or related equipment; or
  - c. Seeps or leaks through insured property;
2. unless, **flood** is an insured peril under this Policy and the direct cause of the sewer or drain back up, sump pump discharge or overflow, or seepage of water or waterborne material.
3. Loss or damage arising directly or indirectly out of nuclear reaction, nuclear radiation, or radioactive contamination, however such nuclear reaction, nuclear radiation, or radioactive contamination may have been caused.
4. Loss or damage arising directly or indirectly out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law, confiscation, nationalization, requisition, or destruction of or damage to property by or under the order of any government or public or local authority.
5. Loss, damage, or increased cost arising directly or indirectly out of enforcement of any ordinance or law regulating the use, reconstruction, repair, or demolition of any **building(s)** insured hereunder, nor any loss, damage, cost, expense, fine, or penalty that is incurred or sustained by or imposed on you at the order of any governmental agency, court, or other authority arising from any cause whatsoever.
6. Loss or damage arising out of acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body relating to faulty, inadequate, or defective:
  - a. Planning, zoning, development, surveying, siting;
  - b. Design, specifications, workmanship, repair, construction, renovation, remodelling, grading, compaction;
  - c. Materials used in repair, construction, renovation, or remodelling; or
  - d. Maintenance of all or part of any property on or off the **premises**.
7. Loss or damage arising out of normal settling, shrinking or expansion of land, **buildings**, structures or foundations; or erosion, gradual subsidence, the processes of erosion that take place over time, or any other gradually occurring loss or damage—whether caused by **earthquake shock, flood, landslide**, or not—or any loss or damage that commenced prior to the inception of this Policy.
8. Loss or damage arising out of fire, regardless of any other event that contributes concurrently or in any sequence to the loss or damage.
9. Loss or damage arising out of exposure to weather conditions where any **personal property** is left in the open or not contained in **buildings** that are on permanent foundations and capable of secure storage.
10. Mysterious disappearance or inventory shortage, theft, fraud, or any kind of wrongful conversion or abstraction.
11. The costs for reconstruction of electronic data or other data.

12. Loss or damage arising out of cessation, fluctuation, variation in, or insufficiency of water, gas or electricity supplies, or other public utility service supplying the **premises**.
  13. Reduction in rental value, reduction in market value or the saleability of property insured by this Policy, or any costs or expenses related thereto.
- B. Notwithstanding any provision in this Policy to the contrary or within any Endorsement that forms part of this Policy, this Policy does not insure any loss, damage, costs or expense, or any increase in insured loss, damage, cost or expense, fine or penalty that is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with any court, government agency, or any public, civil, or military authority, or threat thereof (and whether or not as a result of public or private litigation) that arises from “any kind of seepage or any kind of pollution and/or contamination,” or threat thereof, whether or not caused by or resulting from a peril insured or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up, or removal of such seepage or pollution and/or contamination or threat thereof.

The term “any kind of seepage or any kind of pollution and/or contamination” as used in this Policy includes (but is not limited to):

1. Seepage of or pollution and/or contamination by anything, including but not limited to any material designated as a “hazardous substance” by the United States Environmental Protection Agency or as a “hazardous material” by the United States Department of Transportation, or defined as a “toxic substance” by the Canadian Environmental Protection Act for the purposes of part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous, or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal, or other law, ordinance, or regulation and;
  2. The presence, existence, or release of anything that endangers or threatens to endanger health, safety, or welfare of persons or the environment.
- C. Notwithstanding any of the other provisions of this Policy, this Policy does not insure against loss, damage, costs, expenses, fines, or penalties incurred or sustained by or imposed on you at the order of any government agency, court, or other authority arising from any cause whatsoever.
- D. This Policy does not cover:
1. The removal of asbestos, dioxin, or polychlorinated biphenols (hereinafter all referred to as “materials”) from any goods, products, or structure, unless the material is itself damaged by **earthquake shock, flood, or landslide** as covered in this Policy;
  2. Demolition or increased cost of construction, repair, debris removal, or loss of use necessitated by the enforcement of any law or ordinances regulating such materials;
  3. Any governmental direction or request declaring that such materials present in, part of, or utilized on any undamaged portion of your property must be removed or modified.

Nor does coverage provided by this Policy apply to any payment for the investigation or defence of any loss or damage, cost, loss of use, expense, fine, or penalty or for any expense, claim, or suit related to any of the above.

- E. Notwithstanding any provision in this Policy to the contrary (or within any Endorsement that forms part of this Policy), this Policy does not insure any **building(s)** and/or **personal property** and/or Additional Living Expenses at any **premises** located within the borders of the state of California for the peril of **earthquake shock**.

F. Notwithstanding any provision in this Policy to the contrary (or within any Endorsement that forms part of this Policy), this Policy excludes any loss to any **building(s)**, including the foundations and/or **personal property** and/or Additional Living Expenses at any **premises** arising directly or indirectly from **sinkhole** and/or **catastrophic ground collapse**.

G. This Policy does not cover any loss, damage, cost, claim, or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

1. the calculation, comparison, differentiation, sequencing, or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program, or software and/or any microchip, integrated circuit, or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
2. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program, or software and/or any microchip, integrated circuit, or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim, or expense.

This Policy does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

H. This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores, or other microorganism or any type, nature, or description, including but not limited to any substance's presence that poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

I. This Policy does not cover any costs and expenses, whether preventative, remedial, or otherwise arising out of or relating to change, alteration, or modification of any computer system, hardware, program, or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

J. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Policy an act of terrorism means an act, including but not limited, by the use of force or violence and/or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological, or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.



This also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of terrorism.

If the underwriters allege that by reason of this exclusion, any loss, damage, cost, or expense is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## IV. Property Excluded

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A. This Policy does not cover:

1. Land, land values, soil, water, air, or any interest or right therein.
2. **Building(s)** and other structures used in whole or in part for any commercial, farming, or manufacturing purposes, other than residences on the **premises** held for rental.
3. Mobile homes; but this exclusion does not apply to modular or manufactured housing permanently attached to foundations.
4. Paved areas, including but not limited to parking lots, terraces, driveways, walkways, sidewalks, pavements, paths, curbing, and swimming pools.
5. Bridges, steps and stairs, wharves, piers, and jetties, unless physically attached to any **building(s)**.
6. Retaining walls, whether or not necessary for the continuing stability of any part of the **premises** and whether or not attached to any **building(s)**.
7. Fences, embankments and earthen structures, tanks, wells, ponds, dams, and dikes.
8. Trees, shrubs, lawns, plants, landscaping costs, animals, birds, or fish.
9. Any aircraft or other aerial device, watercraft and accompanying trailers, motorized and non-motorized vehicles, other than motorized equipment used to maintain the **premises**.
10. Accounts, bills, currency, money, medals, notes, credit cards, securities, deeds, bullion, books of account, evidences of debt or title, manuscripts, passports, tickets, stamps, and valuable papers.
11. Jewellery, watches, precious stones, precious metals, silverware, silver-plated ware, goldware, gold-plated ware, pewterware, fine art, objects d'art, firearms, sculpture and statuary, furs, and garments trimmed with fur.
12. Loss or damage from the peril of **flood**, as insured by this Policy, to **personal property** held within a below grade foundation or basement not declared within the Policy Application for this insurance.

## V. Other Insurance

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A. This Policy, including any amendments or endorsements, does not cover any loss or damage that at the time of the happening of such loss or damage is insured by, or would but for the existence of this Policy be insured by, any other insurance Policy or policies, whether primary or excess.

## VI. Territorial Limits

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A. This Policy insures **building(s)** and/or **personal property** owned by you at the **premises** described in the Coverage Declarations

## VII. Limits of Insurance

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- A. For the perils of **earthquake shock** and **landslide** as insured by this Policy we shall not be liable for more than the Limit of Insurance for each coverage and the Total Limit of Insurance for all coverage stated in the Coverage Declarations in respect of each loss or series of losses arising out of one event and in the annual aggregate separately for each peril.
- B. For the peril of **flood** as insured by this Policy, we shall not be liable for more than the Limit of Insurance for each coverage and the Total Limit of Insurance for all coverage stated in the Coverage Declarations in respect of each loss or series of losses arising out of any one event.

For the peril of **flood** as insured by this Policy notwithstanding the provisions of Property Excluded paragraph 12., where the insured has declared a below grade foundation type within the Policy Application, we will insure for direct physical loss or physical damage to **personal property** located or held within any below grade portions of the **building** caused solely by the peril(s) of **flood** and subject to a sublimit of the lesser of 5% of the **personal property** amount purchased or \$15,000. This sub-limit is part of and not in addition to the **personal property** amount shown on the Coverage Declaration.

## VIII. Deductible

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- A. Property
  - 1. Each loss or series of losses caused by an insured peril arising out of one event shall be adjusted separately. A single deductible of the amount shown in the Coverage Declarations shall be deducted from the adjusted amount of each loss or the combined losses arising out of one event.
- B. Additional Living Expenses
  - 1. Additional Living Expenses is subject to the separate deductible stated in the Coverage Declarations and from the adjusted amount of each loss or series of the combined losses arising out of one event the amount of this deductible shall be deducted.

## IX. Waiting Period(s)

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### A. Waiting Period

The following waiting periods apply to each peril purchased as given on the Policy Declarations.

1. For **flood**, coverage becomes effective at 12:01 a.m., local time, the 15th day after the inception date of the Policy.
2. For **landslide**, coverage becomes effective at 12:01 a.m., local time, the 15th day after the inception date of the Policy.
3. For **earthquake shock**, coverage becomes effective at 12:01 a.m., local time, on the 5th day after the inception date of the Policy.

### B. Waiting Period Waived

Waiting period may be waived, and coverage extended under the following circumstances.

1. Real Estate Closing. If this policy is purchased to comply with the flood insurance mandatory purchase requirement within 42 U.S.C. §4012a of the **ACT**, coverage becomes effective concurrently (date and time) with the closing or settlement of the loan for the Covered Location shown on the Policy Declarations and the waiting period in A.1. above is waived. Provided that; payment for the premium due, is received within fourteen days of the date of the real estate closing.
  - a. For Example: An application is approved and requests coverage effective April 1. Closing takes place on April 5 and premium is received by mail on April 8. Under this clause, the fifteen-day waiting period is waived and coverage extended back to April 5, the date of the loan closing.
2. Continuous Coverage. If you have pre-existing insurance for **flood** and/or **landslide** and/or **earthquake shock** through another insurer, with substantially similar coverage to this Policy, the applicable waiting period(s) in section A above are waived. For the waiver to apply, coverage must be continuous between the two policies, having no lapse between them. Underwriters, in their sole discretion, shall determine what constitutes continuous coverage.
  - a. For Example: A new policy covering the peril of flood is paid for on April 4<sup>th</sup>, has an effective date of April 5<sup>th</sup> at 1201: AM. The new policy is intended to replace an existing flood policy that expires on April 5 at 12:00. AM with similar coverage limits. There is no gap between the start of one and expiration of the other, coverage is continuous. The fifteen-day waiting period is waived for the covered location shown on the Policy Declaration.

## X. Conditions

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### A. Valuation of Property

#### 1. Building(s)

- a. It is understood that, in the event of damage, settlement shall be based on the cost of repairing, replacing, or reinstating (whichever is the least) on the same site with material of like kind and quality without deduction for depreciation and subject to the following provisions:
  - (1) The repairs, replacement, or reinstatement (all hereinafter referred to as "replacement") must be executed with due diligence and dispatch;
  - (2) Until replacement has been effected the amount of liability under this Policy in respect of loss shall be limited to the actual cash value at the time of loss;
  - (3) If replacement with material of like kind and quality is restricted or prohibited by any bylaws, ordinance, or law, any increased cost of replacement due thereto shall not be covered by this Policy.
- b. Our liability for loss under this Policy, including this endorsement, shall not exceed the smallest of the following amounts:
  - (1) The amount of the Policy applicable to the destroyed or damaged **building(s)**;
  - (2) The replacement cost of the **building(s)** or any part thereof identical with such **building(s)** and intended for the same occupancy and use;
  - (3) The amount actually and necessarily expended in replacing the said **building(s)** or any part thereof;
  - (4) If replacement with material of like kind and quality is restricted by material shortages or increases in cost due to material shortages, any increased cost of replacement due to such material shortage shall be covered by this Policy, up to the specific limit shown on the Coverage Declarations (if any) of this Policy for Increased Cost of Materials.

#### 2. Personal Property

- a. The basis of valuation shall be as follows:
  - (1) **Personal property** of others at the amount for which you are liable but in no event to exceed the actual cash value taking into account depreciation.
  - (2) All other **personal property** at the actual cash value taking into account depreciation. In the event of loss hereunder, the actual cash value shall be that which existed immediately prior to the loss.

### B. Notification of Claims

1. You agree that upon knowledge of any occurrence that could reasonably give rise to a claim to provide written notice to the correspondent shown in this policy as soon as practicable.

### C. Proof of Loss

1. You shall tender a signed and sworn proof of loss within sixty (60) days after the occurrence of a loss (unless such period be extended by the written agreement of underwriters) stating the time, place and cause of loss, your interest and the interest of all others in the property, the value thereof, and the amount of loss or damage thereto.

#### D. Subrogation

1. If we become liable for any payment under this Policy in respect of loss or damage, we shall be subrogated, to the extent of such payment, to all your rights and remedies against any party in respect of such loss or damage and shall be entitled at our own expense to sue in your name. You shall give us all such assistance in your power as we may require to secure our rights and remedies and, at our request, shall execute all documents necessary to enable us to effectively bring suit in your name including the execution and delivery of the customary form of loan receipt. Any recoveries received will first be applied towards the expenses in seeking recovery, then to the amounts paid by us to you, and then to reimburse you for amounts paid by you under this Policy's deductible obligation.

#### E. Salvage and Recoveries

1. All salvages, recoveries, and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

#### F. Representations

1. It is represented by you that the property that is the subject of this Policy is sound and is in a good state of repair.

In subscribing to this Policy, we have relied on the statements you made in the application, and these statements form the basis of this Policy. If you have knowingly provided incorrect, false, or misleading information, this Policy shall become voidable at our option and may result in all claims under this Policy being forfeited.

If the Policy has been procured by fraud, or if you have concealed any material facts relating to the property insured herein, this Policy shall be deemed entirely null and void.

#### G. False or Fraudulent Claims

1. If you shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

#### H. Suit Against Underwriters

1. No suit, action, or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless:
  - a. You have fully complied with all the requirements of this Policy, and
  - b. The suit, action, or proceeding is commenced within twelve (12) months after the written denial of the claim or any amount claimed to be due hereunder. Where the law of the state where the **premises** is located requires that the period of time extend beyond twelve (12) months, this Policy shall conform to the length of time most favourable to the insured.

#### I. Abandonment

1. There shall be no abandonment to us of any property

#### J. Assignment

1. Assignment or transfer of this Policy shall not be valid except with our written consent.

#### K. Inspection and Audit

1. We shall be permitted but not obligated to inspect your property at any time. Neither our right to make inspections, the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for your benefit or others, to determine or warrant that such property is safe.

L. Mortgagee/Loss Payee Clause

1. Whenever a mortgagee is noted on any individual Policy issued hereunder, the following Mortgagee/Loss Payee Clause shall apply but only to **building** property:

Loss or damage, if any, under this Policy shall be payable to the mortgagee (or trustee) named in the first page of this Policy or named on an endorsement attached hereto, as interest may appear, under all present or future mortgages on the property herein described in which the aforesaid may have an interest, and this insurance, as to the interest of the mortgagee (or trustee), only therein shall not be invalidated by any act of neglect of the mortgagee or owner of the within described property, by any foreclosure or other proceedings or notice of sale relating to the property, nor the occupation of the **premises** for purposes more hazardous than are permitted by this Policy, provided that in case the mortgagor or owner shall neglect to pay any premium due under this Policy, the mortgagee (or trustee) shall, on demand, pay the same.

Provided also that the mortgagee (or trustee) shall notify us of any change of ownership or occupancy or increase of hazard that shall come to the knowledge of said mortgagee (or trustee) and, unless permitted by this Policy, it shall be noted thereon, and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof, otherwise this Policy shall be null and void.

We reserve the right to cancel this Policy at any time as provided by its terms, but in such case notice must be given simultaneously to you and the mortgagee (or trustee) named herein. If we decide to cancel or not renew this Policy, other than for non-payment of premium, coverage hereunder for the peril of **flood** only will continue in effect for the benefit of the mortgagee only for 45 days from the date that cancellation or non-renewal is sent to the mortgagee. Should this private placement Policy be cancelled or non-renewed, coverage may be available under the National Flood Insurance Program.

Whenever we shall pay the mortgagee (or trustee) any sum for loss under this Policy and shall claim that, as to the mortgagor or owner, no liability thereof existed, we shall, to the extent of such payment, be thereupon legally subrogated to the rights of the party to whom such payment shall be made, under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest and shall thereupon receive a full assignment and transfer of the mortgage and all such other securities, but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

M. Policy Renewal

1. The term of this Policy is given on the inception date and expiration date shown on the Coverage Declarations. Underwriters are under no obligation to send any renewal notice or other notice to the Named Insured or any mortgagee or loss payee that this Policy term is coming to an end, unless the Policy is subject to the Federal Mandatory Purchase Requirements for Flood Insurance where the following terms and conditions in respect of expiration/non-renewal apply:
  - a. Where this Policy is subject to the Federal Mandatory Purchase Requirement for Flood Insurance, a non-renewal notice will be mailed to the Named Insured and any mortgagee(s) noted in the Policy at the Named Insured's address and the mortgagee(s) address as shown in the Coverage Declarations by registered, certified, or other first-class mail no less than 45 days prior to the expiration date shown on the Coverage Declarations.

This Policy shall not renew into any successive policy term unless the premium payment for any successive policy term is received by the correspondent described in the Coverage Declarations prior to the expiration date of this policy.

## N. Cancellation

1. This insurance contract may be cancelled at any time. The following conditions may apply:
  - a. After submission of an acceptable and complete Cancellation Request Form(s) executed by both the Named Insured and the mortgagee(s) shown as such in the mortgagee or loss payee section of the Coverage Declarations; or
  - b. By us or on our behalf for non-payment of premium by delivering to you or by mailing to you at your address as shown in the Coverage Declarations, written notice stating when not less than ten (10) days thereafter the cancellation shall be effective.
  - c. Where this Policy is subject to the **ACT's** Mandatory Purchase Requirement for Flood insurance, this Policy may be cancelled by or on behalf of the Underwriters by delivery to the First Named Insured and first mortgagee(s), if any shown in the Policy, by registered, certified, or other first-class mail written notice not less than 45 days from the date cancellation shall become effective. The mailing of such notice shall be sufficient proof of notice, and this Policy shall terminate on the date specified in such notice.
  - d. The mailing of such notice, as aforesaid, shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
  - e. In the event that this Policy is cancelled by you, we shall retain the customary short rate proportion of the premium hereon. However, in the event that you have incurred loss(es) under this Policy, the Policy premium will be considered as earned to the extent of such loss(es).
  - f. If this Policy is cancelled by or on our behalf, we shall retain the pro rata proportion of the premium hereon.
  - g. Payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as possible.
  - h. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - i. Any request for cancellation must be made through the Producer to the Program Administrator.

## O. Conformity to Law and Statute

1. The terms of this Policy which are in conflict with the statutes of the state wherein any insured property is located or with federal flood insurance laws or regulations, all of which are in force at the time of loss, are hereby amended to conform to such statutes, laws or regulations as may be applicable.

## P. Coinsurance

1. Unless otherwise noted on the Coverage Declarations, this Policy is subject to an 80% coinsurance requirement, and the following conditions also apply:
  - a. We will not pay the full amount of any loss if the replacement cost value of the dwelling at the time of loss multiplied by the coinsurance percentage shown in the Coverage Declarations is greater than the amount shown for coverage (a) Dwelling in the Coverage Declarations. Instead we will determine the most we will pay using the following steps:
    - (1) Multiply replacement cost value of the dwelling at the time of loss by the coinsurance percentage;
    - (2) Divide the amount shown for coverage (a) dwelling as shown on the Coverage Declarations by the figure determined in step (1) above;



- (3) Multiply the total amount of loss, before the application of any Deductible, by the figure determined in step (2) above; and
  - (4) Subtract the Deductible from the figure determined in step (3) above.
- b. We will pay the amount determined in step (4) above or the Limit of Insurance, whichever is less. For the remainder, you will have to rely on other insurance or absorb the loss yourself.
- c. The following examples show how the Coinsurance is calculated:

**Example 1 (Underinsurance)**

- Where a single **premise** is insured and;
- The replacement cost value of the dwelling is \$250,000
- The coinsurance percentage is 80%
- The amount of coverage (a) dwelling is \$100,000
- The Deductible is \$250
- The amount of loss is \$40,000

(Step 1):  $\$250,000 \times 80\% = \$200,000$  (the minimum amount of insurance to meet the coinsurance requirements)

(Step 2):  $\$100,000 / \$200,000 = 0.50$

(Step 3):  $\$40,000 \times 0.50 = \$20,000$

(Step 4):  $\$20,000 - \$250 = \$19,750$

Underwriters will pay no more than \$19,750. The remaining \$20,250 is not covered.

**Example 2 (Adequate Insurance)**

- Where a single **premise** is insured and;
- The replacement cost value of the dwelling is \$250,000
- The coinsurance percentage is 80%
- The amount of coverage (a) dwelling is \$200,000
- The Deductible is \$250
- The amount of loss is \$ 40,000

(Step 1):  $\$250,000 \times 80\% = \$200,000$  (the minimum amount of insurance to meet the coinsurance requirements)

(Step 2):  $\$200,000 / \$200,000 = 1.00$

(Step 3):  $\$40,000 \times 1.00 = \$40,000$

(Step 4):  $\$40,000 - \$250 = \$39,750$

Underwriters will cover the \$39,750 loss in excess of the Deductible. No penalty applies.

## **XI. Endorsements**

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### **REPLACEMENT COST COVERAGE ON PERSONAL PROPERTY ENDORSEMENT**

This Replacement Cost Coverage on Personal Property Endorsement amends this Policy only if the "Replacement Cost Cover on Personal Property" box is marked under "Endorsements" on the Coverage Declarations of this Policy as follows:

Section X., Condition A. Valuation of Property, subsection 2. Personal Property, item a.(2). Which reads:

All other **personal property** at the actual cash value taking into account depreciation. In the event of loss hereunder, the actual cash value shall be that which existed immediately prior to the loss.

Is deleted and replaced with:

All other **personal property** at the Replacement Cost Value without taking into account depreciation.

All other terms and conditions of the Policy remain the same.

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### **NON-OWNER OCCUPANT EXCLUSION ENDORSEMENT**

This Non-Owner Occupant Endorsement amends this Policy only if the "Non-Owner Occupied Endorsement" box is marked under "Endorsements" on the Coverage Declarations of this Policy.

It is understood and agreed that coverage for occupant's **personal property** and Additional Living Expenses are excluded from coverage under the applicable sections of this Policy when the said occupant does not own the occupied dwelling.

All other terms and conditions of the Policy remain the same.

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## CONDOMINIUM ENDORSEMENT

This Condominium Endorsement amends this Policy only if the "Condominium Endorsement" box is marked under "Endorsements" on the Coverage Declarations page of this Policy.

A. If coverage under this Policy is provided for a condominium, such coverage shall apply to the Condominium owner's owned real property including your improvements thereto, if any, as shown on the Declarations page under:

1. Coverage A **Building**;
2. Coverage C **Personal Property**; and
3. Coverage D **Additional Living Expenses**.

Coverage applies excess of the Deductibles shown on the Coverage Declarations.

If the deductible shown on the Policy Declarations is evidenced as a percentage, then that amount will apply against the Limit of Insurance shown on the Policy Declaration or \$5,000, whichever is greater, and shall apply separately for each peril. No change in deductible shall apply where a specified dollar amount is shown on the Policy Declaration.

B. Condominium Loss Assessments.

For the peril of flood only, and only if the peril of flood is marked as covered on the Coverage Declarations, this Policy shall pay up to the Coverage A limit, less the deductible separately for each event or assessment, for assessments made against you by the condominium association where the Subject of Insurance resides, in accordance with the association's Covenants, Conditions, and Restrictions and your deed.

This assessment coverage shall apply only to direct physical loss to those elements of **building(s)** that are owned by the association resulting from a flood as defined in this Policy. In the event that there is other flood insurance applicable to such loss, this assessment coverage shall be in excess of any such flood insurance coverage applying to any such loss including any applicable deductible.

This Assessment coverage is part of and not in addition to the dwelling limit shown on the Coverage Declaration.

We will not pay any loss assessment charged against you as given below:

1. By the condominium association by any governmental body;
2. That results from a deductible under the insurance purchased by the condominium association insuring common elements;
3. That results from a loss to **personal property**, including contents of a condominium building;
4. That results from a loss sustained by the condominium association that was not reimbursed under a flood insurance policy written in the name of the association under the **Act** because the building was not, at the time of loss, insured for an amount equal to the lesser of:
  - a. 80% or more of its full replacement cost; or
  - b. The maximum amount of insurance permitted under the **Act**;
5. To the extent that payment under this policy for a condominium building loss, in combination with payments under any other NFIP policies for the same building loss, exceeds the maximum amount of insurance permitted under the **Act** for that kind of building; or
6. To the extent that payment under this Policy for a condominium building loss, in combination with any recovery available to you as a tenant in common under any NFIP condominium association

policies for the same building loss, exceeds the amount of insurance permitted under the **Act** for a single-family dwelling.

There is no coverage for commonly owned real or **personal property** that is the responsibility of the association that should be insured by the association under the terms of the Covenants, Conditions and Restrictions that regulate those responsibilities of the association.

All other terms, conditions, and exclusion of the Policy remain the same

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## **COURSE OF CONSTRUCTION OR BUILDERS RISK ENDORSEMENT**

- A. If the "COURSE OF CONSTRUCTION OR BUILDERS RISK ENDORSEMENT" box is not marked under "Endorsements" on the Coverage Declarations of this Policy, then it is understood and agreed that;
1. Coverage for **building(s)** in the course of construction or structural alteration and materials and supplies used to construct or structurally alter the **building(s)** is excluded under this Policy; and
  2. Coverage for **personal property** and Additional Living Expenses is excluded under this Policy.
- B. If the "COURSE OF CONSTRUCTION OR BUILDERS RISK ENDORSEMENT" box is marked under "Endorsements" on the Coverage Declarations of this Policy, then it is understood and agreed that;
1. Coverage for **building(s)** in the course of construction or structural alteration and materials and supplies used to construct or structurally alter the **building(s)** are included under this Policy.
  2. Coverage for **personal property** and Additional Living Expenses is excluded under this Policy. However, coverage for **personal property** and Additional Living Expenses can be insured if approved by underwriters and is subject to confirmation that:
    - a. Construction is complete;
    - b. Owner-occupancy is confirmed;
    - c. Insured values for **personal property** and/or Additional Living Expenses have been submitted in writing for the applicable coverage parts to be covered; and
    - d. The Policy has been re-rated by underwriters to take increased values into consideration, and all premiums due have been paid.

All other terms and conditions of the Policy remain the same.

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### **MINIMUM EARNED PREMIUM CLAUSE**

In the event of cancellation of this Policy by the insured, a minimum premium of 25% as of inception shall become earned; any conditions of the Policy to the contrary notwithstanding. Failure of the insured to make timely payment of premium shall be considered a request by the insured for the underwriters to cancel. In the event of such cancellation by the underwriters, for non-payment of premium the minimum premium shall be due and payable, provided, however, such non-payment cancellation shall be rescinded if the insured remits the full premium within 10 days of receiving it. In the event of any other cancellation of the underwriters, the earned premium shall be computed pro-rata and not subject to the minimum premium.

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### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

(LMA3100A 5 October 2023)

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### **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

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## **CHAUCER INSURANCE COMPANY DAC PRIVACY POLICY STATEMENT:**

### **Chaucer Insurance Company Data Protection Notice**

#### **Who we are**

We are Chaucer Insurance Company DAC Your Insurer as named in Your Schedule. Our registered office is 38 & 39 Baggot Street Lower, Dublin DO2 T938, Ireland.

We provide insurance services to businesses and individuals. The services are provided indirectly through managing general agents, brokers and intermediaries.

We use the words Personal Data to describe information about you, and from which you are identifiable.

For the purpose of the General Data Protection Regulation (the GDPR) we are a data controller.

Please note that any information provided to us will be processed by us, Our underwriters and our agents in compliance with the provisions of Data Protection legislation for the purposes of providing insurance and handling claims, if any, which may necessitate providing information to third parties.

We respect your rights in respect of the data we hold on you. We will act without unnecessary delay in dealing with your data access requests in respect of the personal data we hold on you.

You have the right to access, erasure, rectification, restriction, portability and objection.

#### **What Personal Information do we collect from You?**

You may give us Personal Data by corresponding with us or through our managing general agents, claims handling service providers, other intermediaries, brokers or agents, by phone, e-mail or otherwise. We ask you to disclose only as much information as is necessary to provide our products or services or to submit a question/suggestion/comment in relation to our website.

#### **What information about you do we obtain from others?**

We obtain the information you provide through our managing general agents, claims handling service providers, brokers and/or intermediaries.

#### **Chaucer Insurance Full Privacy Notice**

Our full privacy notice explains in more detail the types of information we hold, how it is used, who we share it with and how long it is kept. It also informs you in more detail of the rights you have regarding Your Personal data. You can get this detail by viewing Our notice online at: [www.chaucerplc.com/privacy-cookie-policy/](http://www.chaucerplc.com/privacy-cookie-policy/) or if You are unable to access this website, details can be obtained by contacting The Data Protection Officer, Chaucer Insurance Company DAC, 38 & 39 Baggot Street Lower, Dublin DO2 T938, Ireland.

## **PROPERTY CYBER AND DATA EXCLUSION**

- A. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
1. Cyber Loss;
  2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- B. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- C. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### **Definitions**

- A. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- B. Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- C. Cyber Incident means:
1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- D. Computer System means:
1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- E. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

(LMA 5401 11 November 2019)

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## **COMMUNICABLE DISEASE ENDORSEMENT**

(For use on property policies)

- A. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- B. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
  - 1. for a Communicable Disease, or
  - 2. any property insured hereunder that is affected by such Communicable Disease.
- C. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
- D. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

(LMA5393 25 March 2020)

## **BROKER CONTACT AND COMPLAINT HANDLING**

If you have questions, concerns, or complaints about this policy, the producer, or service provider, we encourage you to contact the Correspondent for this Policy at the information provided below.

Poulton Associates, LLC  
Attn: Office of the President  
3785 South 700 East,  
Salt Lake City, UT 84106

Telephone (801) 316-4228

Email: [Complaints@Poulton.com](mailto:Complaints@Poulton.com)

Alternatively, or if you are dissatisfied with the resolution of your complaint by the above party, you may contact us directly at:

Chaucer Insurance Company  
The Greenway  
112-114 St Stephen's Green  
Dublin 2  
D02 TD28  
Ireland

Telephone: +353 1 567 5580

Email: [complianceenquiries@chaucergroup.com](mailto:complianceenquiries@chaucergroup.com)

# SPECIMEN

### **SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of our failure hereon to pay any amount claimed to be due hereunder, we will at your request submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer to a case to another Court as permitted by the laws of the United States or any State in the United States. It is further agreed that service of process in such suit may be made upon

Mendes & Mount  
750 Seventh Avenue  
New York, NY 10019-6829,

and that in any suit instituted against them upon this contract, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that they will enter a general appearance upon our behalf the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract or insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



# PAUL TERJESON

PTERJY@KW.COM  
503-999-6777



SCAN ABOVE TO LEARN MORE  
ABOUT THE TEAM!



# STEVE HELMS

STEVHELMS@KW.COM  
541-979-0118

