

**COPY**

**BEFORE THE DESCHUTES COUNTY COMMUNITY  
DEVELOPMENT DEPARTMENT**

**DR-13-16**

**As modified by**

**MA-14-1**

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**ARGUMENT ON APPEAL**

**APPLICANT/OWNER:**

Jeff and Patti Dowell  
c/o Bryant, Lovlien & Jarvis, P.C.  
591 SW Mill View Way  
Bend, Oregon 97702

**ATTORNEY:**

Sharon R. Smith  
Bryant, Lovlien & Jarvis, P.C.  
591 SW Mill View Way  
Bend, Oregon 97702

**LOCATION:**

65595 Sisemore Road, Bend, OR 97701  
Tax Map: 16-11-19, Tax Lots 100, 300,  
Deschutes County, Oregon.

**REQUEST:**

Declaratory Ruling for an interpretation of the requirements (specific provisions, required signatures, and any other considerations) necessary to satisfy Condition of Approval #2 of CU-80-02, which mandates an 'acceptable written agreement' prior to the sale of any lot in the cluster development established by CU-80-02.

**I. EXHIBITS:**

A-7. BOCC Power Point Slides

A-8. Page 2 of judgment in Cv-0233-MA

**II. ASSIGNMENTS OF ERROR:**

Appellants concur with a majority of the Hearings Officer's decision dated June 3, 2014. However, Appellants object to certain aspects of the Conditions of Approval and seek to clarify other facets of the decision.

*Recorded Deed Restrictions Satisfy the Open Space Restrictions*

The Hearings Officer erroneously concluded that the required homeowner's association or maintenance agreement is the vehicle for preservation of open space values and therefore must

include a provision describing how vegetation is to be maintained for wildlife habitat values (Condition of Approval #4(b)). As part of an application for a cluster development, Section 8.05(16)(C)(b) of PL-15 requires a submittal of "adequate deed restrictions to maintain the land in the open space provided" ("open space maintenance requirements"). Section 8.05(16)(C)(c) establishes a separate requirement for a homeowner's association for maintenance of common property ("common property maintenance requirements"). The recorded "Land Use Restrictions" satisfy 8.05(16)(C)(b) and thus prohibit the County from imposing additional open space maintenance requirements. By requiring that the homeowner's association or maintenance agreement include a provision regarding vegetation maintenance for wildlife habitat, the Hearings Officer erroneously added an open space maintenance requirements as an obligation in the homeowner's association or maintenance agreement. The homeowner's association or maintenance agreements should only contain common property maintenance requirements.

#### *TL 300 is Not Limited to Wildlife Habitat Values*

The Hearings Officer erroneously concluded that the property must be maintained for wildlife habitat values (Condition of Approval #4(b)). In arriving at this conclusion, the Hearings Officer relied upon an improperly selective excerpt from the definition of "open space." The definition of "open space" in PL-15 also indicates that agricultural uses, landscaping, golf courses, and recreational opportunities, among a menu of other activities, meet the definition of "open space." The Land Use Restrictions already establish restrictions on uses of Tax Lot ("TL") 300 and requiring that the property be maintained for wildlife habitat values impermissibly elevates this use/value above other co-equal open space values and prohibits permitted open space uses.

Furthermore, the reference to "wildlife preserves" in the definition of "open space" states open spaces "enhance the value of abutting or neighboring ...parks, forests, and wildlife preserves." There are no neighboring wildlife preserves, only federally owned range lands and some forest lands further to the west. The Wildlife Area Combining (WA) Zone and the Tumalo Deer Winter Range overlay zone do not render the subject property, or any neighboring properties, a "wildlife preserve." Thus, the County cannot obligate that TL 300 be maintained as a wildlife preserve and cannot impose additional open space maintenance requirements beyond those included in the Land Use Restrictions.

If the County determines that TL 300 may only be maintained and used for wildlife habitat, it will have deprived the property owners of all economically beneficial use of the property and thus violated Article I, Section 18 of the Oregon Constitution and the 5<sup>th</sup> Amendment to the U.S. Constitution.

#### *Joint Execution of Maintenance Agreement is Not Required*

The Hearings Officer erroneously concluded that William and Martha Kuhns as well as the Dowells (the "parties") must execute the obligations of the original developer jointly, including jointly signing the homeowner's association or maintenance agreement (Conditions of Approval #1, 2, 3, 5, 6, 7). Nothing in the text of Condition #2 requires that both parties be signatories to the Agreement, even if both parties "step into the shoes of the Developer," and nothing prevents the maintenance agreement to be between one of the parties and a third party such as the County,

a property management company, or a conservation organization. There is also no reason that the parties could not independently fulfill the obligations of the original developer as the developer could have performed the tasks independently for the two residential parcels by signing separate agreements with third parties.

This provision must be construed to allow third party agreements because nothing required that the property be jointly owned. If owned by a single party, this provision would be meaningless unless the required agreement could be between either the Kuhns or Dowells and a third party.

### *Tax Lot 300 Can be Separately Owned*

The Hearings Officer's decision erroneously implies that the interests in TL 300 cannot be severed from the residential parcels. Specifically, the Hearings Officers concludes that the homeowner's association or maintenance agreement must be binding on all future owners of the cluster development parcels by being recorded against the residential parcels. As the Hearings Officer found, Section 1.030(21) of PL-15 does not require joint ownership of TL 300. Moreover, Condition #1 to CU-80-2 only requires that TL 300 be in joint ownership *prior to the sale of any lots*. That condition has been satisfied because TL 300 was placed in joint ownership prior to the sale of a lot and a lot has been sold. Finally, ORS 94.665 allows homeowner associations to convey common property, why should the Kuhns and Dowells not be afforded similar rights?

### **III. COLLATERAL ESTOPPEL**

Kuhn has not expressly made the argument, but submission of the Kuhn's property tax appeal and a settlement agreement between Kuhn and the County from 2014 suggests that a collateral estoppel argument is forthcoming. Collateral estoppel is a legal principle that issues already decided cannot be re-litigated in a subsequent proceeding. Specifically, Kuhn will likely argue that the County's stipulation to certain statements in the Kuhn property tax appeal binds the County to those stipulations in the present Declaratory Ruling. Collateral estoppel does not apply to the present Declaratory Ruling and the County is not bound by stipulations in the Kuhn property tax appeal in this proceeding.

In *Nelson v. Emerald People's Util. Dist.*, 318 Or 99, 103, 862 P2d 1293 (1993), the Oregon Supreme Court enumerated the five requirements that must be met for a tribunal's decision on an issue to preclude litigation of that issue in a subsequent proceeding:

1. The issue in the two proceedings is identical.
2. The issue was actually litigated and was essential to a final decision on the merits in the prior proceeding.
3. The party sought to be precluded has had a full and fair opportunity to be heard on that issue.
4. The party sought to be precluded was a party or was in privity with a party to the prior proceeding.
5. The prior proceeding was the type of proceeding to which [the] court will give preclusive effect.

*Nelson*, 318 Or at 104 (citations omitted).

At a minimum, the party asserting issue preclusion bears the burden to establish the first, second, and fourth *Nelson* factors. *Barackman v. Anderson*, 214 Or App 660, 666–667, 167 P3d 994 (2007) (citing *State Farm Fire & Casualty Co. v. Century Home Components, Inc.*, 275 Or 97, 104–105, 550 P.2d 1185 (1976)). Thereafter, the burden shifts to the party opposing issue preclusion to negate the third and fifth factors. *Barackman*, 214 Or App at 667.<sup>1</sup>

First, the issues in the Kuhn property tax appeal and this Declaratory Ruling are not identical and the issues in this Declaratory Ruling were not essential to resolving the Kuhn property tax appeal. The Kuhn property tax appeal touched on Conditional of Approval #2 for the tangential purpose of determining the value of the Kuhn property and TL 300. The specific requirements of Conditional of Approval #2 were not material to the ultimate question of valuation for purposes of property taxes.

Second, the Dowells were not a party to the Kuhn property tax appeal and thus never had an opportunity to challenge, edit, or qualify any of the stipulated statements in the settlement agreement.<sup>2</sup> That there was common ownership of TL 300 and TL 300 was part of the Kuhn property tax appeal does not establish privity between the parties, particularly in the absence of an HOA or agreement between the Kuhns and Dowells. With respect to the County, to the extent the County constitutes a party to the Declaratory Ruling, the motivations for the Kuhn property tax appeal and this Declaratory Ruling are entirely distinct. In the Kuhn property tax appeal, the County was focused on settling a valuation dispute, not evaluating the requirements of Condition of Approval #2. Thus, the County never had a full opportunity to explore the questions raised in the present Declaratory Ruling proceedings in the property tax appeal proceedings.

Finally, it would be precedent setting to invoke a settlement agreement for a property tax appeal as the basis for collateral estoppel in a land use proceeding. Collateral estoppel normally only applies where the issues were “actually litigated”, not settled. Moreover, collateral estoppel only has limited application in land use proceedings because local governments can change and re-interpret their local regulations.

For these reasons, the stipulations in the Kuhn property tax settlement agreement are not binding on either the County or the Dowells for purposes of this Declaratory Ruling.

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<sup>1</sup> There is a split in the case law. See *Employment Dep't v. Nat'l Maint. Contrs. of Or., Inc.* 226 Or App 473, 490, 204 P3d 151 (2009) (citing *Barackman* for the proposition that the party asserting issue preclusion bears the burden on the first four factors). However, because Kuhn cannot satisfy factors 1–4 against either the Dowells or the County, the relevant standard does not make a difference.

<sup>2</sup> There are several errors in the 2014 settlement agreement including:

- Section 13: The issue of necessary parties to the required agreement has not been definitively determined.
- Section 15: Judge Adler's order simply directed Dowell to comply with Condition of Approval #2, it did not state that the agreement be between Kuhn and Dowell. See attached *Exhibit A-8*.




#### IV. PL-15

Included in "Part I" of the Kuhn submission is a copy of PL-15 with some commentary from Kuhn. There is no memo or overview describing the purpose of the submission. One of the comments suggests that the subject cluster development was "illegally created" and cites a number of "violations of law." It is not disputed that the subject cluster development was not approved consistent with applicable law at the time. However, CU-80-22 was not timely appealed and thus the parties are beholden to that decision for better or worse. Despite the inconsistencies, the CU-80-02 approval is not "illegal". The only legal question remaining is how do the parties comply with the conditions of approval for this legally effective, albeit inconsistent, decision.

SUBMITTED this 12<sup>th</sup> day of January, 2016

BRYANT, LOVLIE & JARVIS, P.C.

By:   
SHARON R. SMITH, OSB#862920  
GARRETT CHROSTEK, OSB#122965  
Of Attorneys for Applicants



# **DR-13-16 (247-14-000165-A): Appeal of Hearings Officer's Declaratory Ruling Decision**

Sharon Smith on behalf of appellants  
Jeff and Patti Dowell

# The Properties



Open Space Parcel—Tax Lot 300



Dowell Parcel—Tax Lot 100



Kuhn Parcel—Tax Lot 200

# Cluster Development Approval

- CU-80-22/MJP-79-232 established the subject properties as a cluster development
- Numerous irregularities with the decision and administration thereof
- Never appealed



## Condition of Approval #2

- This condition requires:
  - Prior to the sale of any lot, a written agreement shall be recorded which establishes an acceptable homeowners association or agreement assuring the maintenance of common property in the partition.
- Developer sold properties prior to pursuing either of these options and prior to recording the partition plat
- Developer did record “Land Use Restrictions” in 1987

# Land Use Restrictions

- As part of perfecting the cluster development approval, “Land Use Restrictions” aka “Deed Restrictions” were recorded 1987 which addressed:
  - Dogs
  - Dirt bikes
  - Underground utilities
  - Wildlife friendly fencing
  - Target Shooting
  - Demonstrating sensitivity to wintering deer

# Land Use Restrictions

148 - 1792

CPS 106814-E

87-14178

## LAND USE RESTRICTIONS

JOHN E. BARTON and MARK BURCHETT, being the owner's of property more particularly described in Exhibit A attached hereto, hereby declare said property to be subject to the following Conditions, Covenants and Restrictions.

1. Owners or family members may not acquire additional dogs other than the dog(s) they may own when they purchase the property. All dogs must be kept in such a way that they do not run loose in the area. Dogs allowed to "run" will disrupt deer habitat.
2. Owners or family members may not operate "dirt bikes" on the property.
3. All telephone and electric lines must be underground.
4. All fencing must be wood. Top rail may not be higher than 42"; bottom rail may not be lower than 18". No barbed wire or straight wire may be used for fencing.
5. Owners or family members may not take "target" practice with rifle or hand gun on property.
6. This contract carries with it the strongest encouragement to demonstrate sensitivity to living within the boundaries of the Tumalo Winter Deer Range, and urges the owners to adjust their life style accordingly.

Dated this 20 day of July, 1987.

John E. Barton  
JOHN E. Barton

Mark Burchett  
MARK BURCHETT

STATE OF OREGON, COUNTY OF DESCHUTES )ss.

The foregoing instrument was acknowledged before me this 20 day of July, 1987 by JOHN E. BARTON.



Cheryl F. Scott  
Notary Public for Oregon  
My Commission Expires: 6-9-89

STATE OF OREGON, COUNTY OF DESCHUTES )ss.

The foregoing instrument was acknowledged before me this 20 day of July, 1987 by MARK BURCHETT.



Cheryl F. Scott  
Notary Public for Oregon  
My Commission Expires: 6-9-89



## Land Use Restrictions— cont.

- County deemed these acceptable because they were required to be recorded prior to approving a lot line adjustment for the Kuhn parcel
- Subsequently, BOCC determined that the Deed Restrictions did not satisfy Condition of Approval #2

# Prior Adjudications

- 2002: Deschutes County Circuit Court issued a decision stating:
  - “At a minimum this agreement shall provide that any property taxes and any maintenance costs with regard to the common property be shared equally.”
  - Parties have since established separate tax accounts for the Open Space Parcel so they each pay one half of the property taxes

# Prior Adjudications

- 2010: Deschutes County determined that “acceptable” meant acceptable to the County (A-09-4, A-09-5, A-07-9)
  - LUBA and the Oregon Court of Appeals affirmed in Kuhn v. Deschutes County 62, OR LUBA 165 (2010), affirm’d 240 Or App 563 (2011)
  - LUBA suggested that both the Kuhns and the Dowells must be parties to the agreement, but this sentiment was not material to the question of whether the County had to find the agreement acceptable

# Declaratory Ruling

- Filed because:
  - Prior adjudications do not provide much guidance on maintenance agreement terms
  - Kuhns and Dowells can not agree on the terms of the required maintenance agreement
  - Parties need direction from County as to the minimum standards necessary for the required elements of the required agreement



## Post DR Negotiations

- The Dowells appealed the DR decision, but agreed to put it on hold to pursue final attempt at mediation
- David Doyle, Nick Lelack, and Erik Kropp participated in the attempt
- Doyle/Kuhn developed “acceptable agreement” and presented it to Dowells
  - Exhibit A-1 in Attachment A to staff report
  - Subject to financial payment to Kuhns and face to face meeting Kuhns/Dowells

# Contents of Doyle/Kuhn draft

- Dowells give open space parcel to Kuhns
- No Dogs on open space parcel
- Keep Deed Restrictions (incl. dog restriction)
- Several conditions beyond taxes/maint.
  - No firearms/hunting
  - No livestock, including horses
  - others

# Concerns with Doyle/Kuhn draft

- Subjective conditions:
  - All persons shall respect the solitude of all other persons and... wildlife...keeping music, voices, power equipment, and other noises to a low level.
  - All exterior lights shall be left on no longer than absolutely necessary
- Inconsistent Remedies in Deed Restriction/Maintenance Agreement



## Negotiations after Doyle/Kuhn draft

- Dowells proposed 2 alternative maintenance agreements based on Doyle/Kuhn draft:
  - Clarifying language
  - Incorporating Deed Restrictions into agreement for consistency in remedies
  - Replacing subjective conditions with objective standards where possible
  - Imposing Complete Dog/Livestock prohibition

# Dowell Alternative Agreements

- #1 Dowells give open space parcel to Kuhns
  - Staff Report, Attachment A, Ex A-4
- #2 Parties continue to own open space parcel jointly
  - Staff Report, Attachment A, Ex A-5
- Difference in #2:
  - Split tax accounts – reflects current status
  - Specific Maintenance standards: noxious weeds, fire fuels based on county requirements
  - Mediation for maintenance disputes

# Settlement Impasse

- The parties did meet without attorneys or County representatives present
- The Dowells agreed to convey the Open Space Parcel to the Kuhns for free
- The Kuhns still demand not only the Open Space Parcel, but the Dowell Parcel at a considerably below market rate/cash payment
- The Kuhns still wish to rehash resolved issues (i.e. location of the Dowell dwelling)
- Parties did agree to move forward with the DR appeal

# Alternative Agreements

- The Dowells are still open to either Agreement with Kuhns or an Agreement with the County
  - Agreement #1 transferring the Open Space Parcel requires Kuhns' acceptance
  - Agreement #2 with joint ownership may result in ongoing disputes
  - An Agreement with the County could impose entire maintenance obligations on Dowells – that would be acceptable



# Declaratory Ruling Decision

- Determined the Dowells and Kuhns inherited all obligations of the original developer and held those obligations jointly
- Identified that Dowells, Kuhns, and County could enter into a “conditions of approval agreement” on a form provided by the County to come into compliance
- Indicated the requirement of the HO agreement is to “assur[e] the natural resource values and wildlife habitat are preserved and maintained”

## Declaratory Ruling Decision (cont.)

- Hearings Officer held that the following were required elements of the maintenance agreement:
  - Who pays property taxes
  - How vegetation is to be maintained for wildlife habitat values and minimize wildfire risk
  - Who physically maintains the common property
  - Who pays the cost of maintenance
  - How disputes will be resolved

## 1<sup>st</sup> Assignment of Error

- Hearings officer erroneously concluded that the Maintenance Agreement was for the purpose of preservation of open space values.
- Required that it include a provision describing how vegetation is to be maintained for wildlife habitat.



## 1<sup>st</sup> Assignment of Error – cont.

- Agreement is only directed at *maintenance* requirements not preservation or enhancement of *open space values*
- PL-15 established two separate sets of standards for cluster developments
  - Section 8.05(16)(C)(b): Open space limitations
  - Section 8.05(16)(C)(c): Common property maintenance

## 1<sup>st</sup> Assignment of Error – cont.

- The Deed Restrictions, previously deemed acceptable by the County, provides the open space limitations
- The required maintenance agreement need only address issues associated with property maintenance (taxes, maintenance costs, etc.)
- County should define the required maintenance as the maintenance necessary to comply with generally applicable laws:
  - Noxious vegetation--DCC 8.35
  - Hazardous vegetative fuels--DCC 8.21
  - Fire standards F-2 zone--DCC 18.40.070 &. 080

# Proposed Expense/Maintenance Provisions

- Parties responsible for their share of Open Space Parcel taxes
  - Split tax accounts – reflects current status
- Maintenance expenses should be limited to those necessary to keep the property compliant with applicable laws, not to pursue enhancement projects or achieve some desired appearance or condition
- Cost Allocation method not necessary – but could be: Costs shall be shared equally



## Proposed Expense/Maintenance Provisions – cont.

- Cost Allocation method not necessary
  - Common law standard is that a cotenant is required to bear a proportionate share of the expenses of ordinary maintenance and repair, and of those improvements to which he or she consented. Lesser v. Lesser, 79 Or App 738, 741, 720 P2d 405 (1986)
  - If parties disagree, there are existing legal options

# Possible Dispute Provisions

- Not essential pursuant to the Condition/Code, but options based on negotiations:
  - The Parties agree to participate in good faith in the Deschutes County Mediation program prior to taking any legal action. Failure to agree to and participate in mediation shall negate any right to seek attorney fees.
  - Disputes between the Parties shall be subject to resolution through binding arbitration before the Arbitration Service of Portland. Venue for any arbitration hearing is in Deschutes County. The prevailing party at arbitration shall be entitled to an award of attorney fees and costs as determined reasonable by the arbitrator(s).

## Proposed Expense/Maintenance Provisions

- Maintenance Standards – Comply with the following standards
  - Noxious Vegetation (DCC 8.35)
  - Hazardous vegetative fuels (DCC 8.21)
  - Fire standards F-2 zone (DCC 18.40.070 & 080)

## 2<sup>nd</sup> Assignment of Error

- The hearings officer erroneously concluded that the open space must be maintained for Wildlife Habitat Values



## 2<sup>nd</sup> Assignment of Error

- Open space property is not exclusively for wildlife values
- PL-15 allowed a number of uses for open space properties (agriculture, golf courses, recreation, etc.)
- CU-80-02 did not limit these uses
- If the County determines the property can only be used for wildlife habitat, it will have deprived the owners of all economically beneficial use of the property

### 3<sup>rd</sup> Assignment of Error

- The Hearings Officer determined that the required agreement must be signed by the Dowells and Kuhns.
- But, the Hearings Officer also stated:
  - The Planning Director may enter into a conditions of approval agreement with the Dowells and Kuhns thru which they jointly agree to comply with the Conditions of Approval (including #2)

### 3<sup>rd</sup> Assignment of Error – cont.

- Nothing in the text of Condition #2 requires both parties to sign the Maintenance Agreement
- Nothing in PL-15 obligates residential parcels to hold an ownership interest in open space parcels
  - PL-15 simply requires that if there is common property as part of a cluster development, then joint maintenance obligations are triggered

### 3<sup>rd</sup> Assignment of Error – cont.

- The acceptable maintenance agreement could be between one party and the County, a property manager, a conservation organization, etc.
- Conversely, if there was no joint ownership on account of a sale, this condition would no longer be applicable



### 3<sup>rd</sup> Assignment of Error – cont.

- The maintenance agreement must be “acceptable to the county” pursuant to LUBA
- Once the BOCC determines what provisions are acceptable, each party could separately enter into a Conditions of Approval Agreement with the county to satisfy the maintenance obligations of Condition #2

## 4<sup>th</sup> Assignment of Error

- The Hearings Officer concluded that the interests in the Open Space Parcel cannot be severed from the Kuhn and Dowell parcels

## 4<sup>th</sup> Assignment of Error

- Nothing in PL-15 imposes such an obligation. The goal of PL-15 and the combining zone is to create open space not common property.
- PL-15 does not require any common property and the Conditions to CU-80-02 do not require the Open Space Parcel remain in joint ownership forever
- HOAs can sell common property under ORS 94.665, why would private owners not have the same ability?
- This interpretation removes a viable means to resolving this dispute - conveyance of the Open Space Parcel to one of the parties or to a conservation entity

# The Dowells request the BOCC:

- Find:
  - The Open Space Parcel is not dedicated exclusively to wildlife habitat
  - The maintenance agreement need not necessarily be between the Kuhns and Dowells
  - That the Open Space Parcel can be conveyed separately from ownership of the residential parcels



# The Dowells request the BOCC:

- Declare the following provisions as acceptable for a Maintenance Agreement:
  - Parties each responsible for their share of Open Space Parcel taxes
  - Maintenance expenses shared equally to the following standards: Noxious Vegetation-DCC 8.35, Hazardous vegetative fuels-DCC 8.21 & Fire standards F-2 zone-DCC 18.40.070 & 080
  - Dispute mechanism - Optional

## The Dowells request the BOCC:

- Find the Planning Director may enter into a conditions of approval agreement with the Dowells and Kuhns (jointly or separately) thru which they agree to comply with the Conditions of Approval, including #2 and the maintenance provisions determined “acceptable” to the County.
- Find that such agreement will satisfy Condition of Approval #2

has caused Plaintiffs to suffer significant mental anguish and awards Plaintiffs non-economic damages in the amount of \$5,000.00 against the Defendants and each of them.

6) On the Plaintiffs' sixth claim for relief for mandatory injunction, the Court orders the Defendants to enter into a homeowner's association or agreement assuring the maintenance of the common property as set forth in the conditions required with respect to the conditional use permit which shall, at a minimum, provide that any property taxes and maintenance costs with regard to the common property shall be shared equally.

7) The Defendants' first counterclaim was withdrawn.

8) On Defendants' second counterclaim, judgment is for the Plaintiffs.

9) On Defendants' third counterclaim, judgment is for the Plaintiffs.

10) On Defendants' fourth counterclaim, judgment is for the Plaintiffs.

11) On Defendants' fifth counterclaim, judgment is for the Plaintiffs.

12) On Defendants' sixth counterclaim, judgment is for the Plaintiffs.

13) On Defendants' seventh counterclaim, judgment is for the Plaintiffs.

14) Defendants' eighth counterclaim was withdrawn.

15) Defendants' ninth counterclaim was withdrawn.

16) Plaintiffs shall have judgment against Defendants for their costs and disbursements incurred in this proceeding to be established by the Cost Bill.

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**MONEY JUDGMENT**  
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Judgment Creditor(s): WILLIAM JOHN KUHN and MARTHA LEIGH KUHN, Plaintiffs

Creditor's Attorney: Gerald A. Martin, OSB #69112

Judgment Debtor(s): JEFF DOWELL and PATTY DOWELL, Defendants

2 - JUDGMENT