

**Application to
Split A Permit and Request for Issuance of
Replacement Permits (ORS 537.225)
Part 1 of 5 – Minimum Requirements Checklist**



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

This application will be returned if Parts 1 through 5 and all required attachments are not completed and included.

For questions, please call (503) 986-0900, and ask for Transfer Section.

Check all items included with this application.

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- Part 1 – Completed Minimum Requirements Checklist.
- Part 2 – Completed Application Map Checklist.
- Part 3 – Completed Application with non-refundable \$125.00 Application Fee, Applicant(s) Information and Signature(s).
- Part 4 – Other Landowner Information and proportionate rate(s).
- Part 5 – Water Right Permit Information. List the permit number to be assigned here: **G-16291**.

Attachments:

- Completed application map prepared by Certified Water Right Examiner (CWRE).
- Completed Affidavit(s) from the applicant(s):
 - Certifying the permit has not been conveyed or withheld, and remains appurtenant to the applicant's land.
 - Certifying the applicant has read the permit.
- Copy(s) of current recorded deed(s) showing that the applicant(s) is/are an owner of the land(s) to which the permit is appurtenant.

INSTRUCTIONS for editing the Application Form

Photocopy pages or tables in Part 5, ~~mark through~~ any non-applicable information, insert/attach photocopied pages to document in the appropriate location, and manually amend page numbers as necessary (e.g., Page 5 of 9 10).

You may refer to additional attachments that you may include, such as separately produced tables or spreadsheets to convey large numbers of rows of place of use listings, owner/property parcels, etc. You may contact the Department at 503-986-0900 and ask for Transfer Staff if you have questions.

For Staff Accounting Purposes Only – PCA #46110 Object #_ _ _ _

Part 2 of 5 –Application Map Checklist

This application will be returned if any of the map requirements listed below are not met.

Please be sure that the map you submit is based upon the original water right application map or permit amendment map and includes all the items listed below and meets the requirements of OAR 690-325-0050. Check all boxes that apply.

The map shall not include any unauthorized change to the authorized place of use outside of its original perimeters as exhibited on the original water right application map or approved permit amendment map nor any unauthorized change to the location of the point(s) of diversion or appropriation as exhibited on the original water right application map or approved permit amendment map.

- Certified Water Right Examiner (CWRE) Stamp and Signature. For a list of CWRE's, see http://apps.wrd.state.or.us/apps/wr/cwre_license_view/.
- Permanent quality printed with dark ink on good quality paper.
- The size of the map can be 8½ x 11 inches, 8½ x 14 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, one additional paper copy and an electronic copy in a .pdf, .tiff or .jpg format is required.
- A north arrow, a legend, and scale. The scale of the map must be: 1 inch = 400 feet, 1 inch = 1,320 feet, the scale of the county assessor map if the scale is not smaller than 1 inch = 1,320 feet, or a scale that has been pre-approved by the Department.
- Township, Range, Section, ¼ ¼, DLC, Government Lot, and other recognized public land survey lines.
- Tax lot boundaries (property lines) are required. Tax lot numbers are recommended.
- Major physical features including rivers and creeks showing direction of flow, lakes and reservoirs, roads, and railroads.
- Major water delivery system features from the point(s) of diversion/appropriation such as main pipelines, canals, and ditches.
- The place of use of each applicant's portion of the water right permit shall be clearly defined by outline and shaded or hachured and shall show the number of acres for each portion in each quarter-quarter section, government lot, or quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If the permit has multiple priority dates or uses, the lands to be served by each priority date and on which use is authorized, must be separately identified.
- The place of use of any part of the permit **not** being assigned shall be clearly defined by outline and shaded or hachured and shall show the number of acres for each portion in each quarter-quarter section, government lot, or quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If the permit has multiple priority dates or uses, the lands to be served by each priority date and on which use is authorized, must be separately identified.
- Each applicant's portion of the permit shall be referenced, by either alphabet letter or number, to each applicant(s) listed in the application form.
- The rate and any applicable acre-feet allowance of water use under the permit for each applicant's portion of the permit shall be clearly labeled on the map.
- The location of each authorized point of diversion or appropriation.

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Please use additional pages as needed

Part 3 of 5 – Applicant Information and Signature

Applicant Information

APPLICANT/BUSINESS NAME SHORTLAND GOLF CLUB AKA SHORTYS GOLF COURSE LLC c/o MIKE FRITZ		MAP ID (LETTER OR NUMBER) A	PHONE NO. (503) 969-1771	ADDITIONAL CONTACT NO.
ADDRESS 16842 ALDER CIRCLE				FAX NO.
CITY LAKE OSWEGO	STATE OR	ZIP 97034	E-MAIL MW.FRITZ22@GMAIL.COM	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER AND REPLACEMENT PERMIT DOCUMENTS WILL ALSO BE MAILED.				

Agent Information – This agent is authorized to represent the above applicant in all matters relating to this application

AGENT/BUSINESS NAME DOANN HAMILTON / PACIFIC HYDRO-GEOLOGY, INC.		PHONE NO. (503) 632-5016	ADDITIONAL CONTACT NO. (503) 349-6946 (CELL)
ADDRESS 18487 S VALLEY VISTA RD.			FAX NO. (503) 632-5983
CITY MULINO	STATE OR	ZIP 97042	E-MAIL PHGDMH@GMAIL.COM
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER AND REPLACEMENT PERMIT DOCUMENTS WILL ALSO BE MAILED.			

ORS 536.050(1)(aa) authorizes the Oregon Water Resources Department (OWRD) to collect fees based upon the actual cost of work to process an application under ORS 537.225.

I (we) understand the following:

- Upon receipt of my complete application and the non-refundable application fee in the amount of \$125.00, OWRD will, within fifteen (15) days, notify me in writing of the estimate of the cost of work.
- The non-refundable \$125.00 fee covers the cost of OWRD’s staff to evaluate and provide the cost of work estimate for processing the application.
- Upon receiving the estimate I may agree or decline to enter into a formal contract to pay the estimated cost of work in advance to initiate the processing of the application.
- If I decline to enter into a formal contract, OWRD will close my application.
- An incomplete or inaccurate application may delay the process and increase the cost to process my request.
- OWRD does not guarantee a favorable review of the application.

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I (we) affirm that the most recent water use (if any) under my (our) portion of the permit has been exercised within the relevant terms and conditions of the permit.

I (we) affirm that the information contained in this application is true and accurate.




Applicant signature

Michael Fritz
Name (and title if applicable) (print)

5-1-2023
Date

Applicant signature

Name (and title if applicable) (print)

Date

Applicant Information

APPLICANT/BUSINESS NAME NA			MAP ID (LETTER OR NUMBER)	PHONE NO.	ADDITIONAL CONTACT NO.
ADDRESS					FAX NO.
CITY	STATE	ZIP	E-MAIL		
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER AND REPLACEMENT PERMIT DOCUMENTS WILL ALSO BE MAILED.					

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I (we) affirm that the most recent water use (if any) under my (our) portion of the permit has been exercised within the relevant terms and conditions of the permit.

I (we) affirm that the information contained in this application is true and accurate.

Applicant signature

Name (and title if applicable) (print)

Date

Applicant signature

Name (and title if applicable) (print)

Date

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I (we) affirm that the most recent water use (if any) under my (our) portion of the permit has been exercised within the relevant terms and conditions of the permit.

I (we) affirm that the information contained in this application is true and accurate.

Applicant signature

Name (and title if applicable) (print)

Date

Applicant signature

Name (and title if applicable) (print)

Date

Part 4 of 5 – Other Landowner Information

Please use additional pages as needed

Please list the owner(s) of land under the permit who are not submitting the assignment and request for issuance of replacement water right permit.

Landowner Information

LANDOWNER/BUSINESS NAME SANDELIE GOLF CLUB INC CO/ KEITH KAISER		MAP ID (LETTER OR NUMBER) B	
MAILING ADDRESS 28333 SW MOUNTAIN RD	CITY WEST LINN	STATE OR	ZIP 97068
TOTAL NUMBER OF ACRES UNDER THE PERMIT (AS DEPICTED ON MAP) 131.7	PROPORTIONATE RATE 1.6 CFS		

Landowner Information

LANDOWNER/BUSINESS NAME NA		MAP ID (LETTER OR NUMBER)	
MAILING ADDRESS	CITY	STATE	ZIP
TOTAL NUMBER OF ACRES UNDER THE PERMIT (AS DEPICTED ON MAP)	PROPORTIONATE RATE		

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Landowner Information

LANDOWNER/BUSINESS NAME NA		MAP ID (LETTER OR NUMBER)	
MAILING ADDRESS	CITY	STATE	ZIP
TOTAL NUMBER OF ACRES UNDER THE PERMIT (AS DEPICTED ON MAP)	PROPORTIONATE RATE		

Landowner Information

LANDOWNER/BUSINESS NAME NA		MAP ID (LETTER OR NUMBER)	
MAILING ADDRESS	CITY	STATE	ZIP
TOTAL NUMBER OF ACRES UNDER THE PERMIT (AS DEPICTED ON MAP)	PROPORTIONATE RATE		

PERMIT # G-16291

Completion date of the permit: OCTOBER 1, 2032

Name(s) currently appearing on permit: SANDELIE GOLF CLUB INC.

Type(s) of use as listed on permit: IRRIGATION

Note: Type of use must be one or more of the following uses approved for assignment under ORS 537.225(1) and OAR 690-325-0010: irrigation, nursery, temperature control, stock watering, or agricultural water use.

Table 1. Location of Authorized Point(s) of Diversion (POD) or Appropriation (POA)

POD/POA Name or Number	If POA, OWRD Well Log ID# (or Well ID Tag # L-____)	Twp		Rng		Sec	¼ ¼		Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
Well 1	CLAC 9317	3	S	1	E	16	SW	NW	Tax Lot 500	2,050 feet south and 1,560 feet west from the N ¼ corner, Section 16.
Well 2	CLAC 9316, 9324	3	S	1	E	16	NE	SW	Tax Lot 1200	3,780 feet south and 360 feet west from the N ¼ corner, Section 16.

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Please use additional pages of Table 2 as needed

Table 2. Description of Permit # G-16291.

List all parts of the permit (both assigned and unassigned). For the acreage or place(s) of use in each ¼ ¼, list the Map ID (letter or number from map and Parts 3 and 4) for each parcel. The acreage listed must equal the total acreage on the permit.

Description of Permitted Lands												
Twp	Rng	Sec	¼	¼	Tax Lot	Gvt Lot or DLC	Acres (if applicable)	Type of Use	POD(s) or POA(s) (name or number from Table 1)	Map ID (letter or number from map and Parts 3 and 4)		
3	S	1	E	16	NE NW	100, 1100	NA	30.9	IR	Well1 & 2	A	
3	S	1	E	16	SW NW	400, 500	NA	39.8	IR	Well1 & 2	B	
3	S	1	E	16	SE NW	400, 500	NA	30.7	IR	Well1 & 2	B	
3	S	1	E	16	NE SW	400, 1200, 1300	NA	21.2	IR	Well1 & 2	B	
3	S	1	E	16	NW SW	400, 1200, 1300	NA	38.6	IR	Well1 & 2	B	
3	S	1	E	16	SW SW	1300	NA	1.4	IR	Well1 & 2	B	
TOTAL ACRES							162.6					

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14244 -

Check the appropriate box, if applicable:

Check here if any portion of the permit is located within an irrigation or other water district.

IRRIGATION DISTRICT NAME NA	ADDRESS	
CITY	STATE	ZIP

Check here if water for any portion of the permit is supplied under a water service agreement or other contract for stored water with a federal agency or other entity.

ENTITY NAME NA	ADDRESS	
CITY	STATE	ZIP

Additional Remarks: None

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Split A Permit and Request for Issuance of Replacement Permits

Affidavit of Non-Conveyance and Reading of Permit G-16291

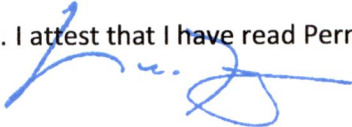


Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

State of Oregon)
) ss
County of Clackamas)

I/We, MIKE FRITZ OF SHORTLAND GOLF CLUB AKA SHORTY GOLF COURSE LL, mailing address 16842 ALDER CIRCLE, LAKE OSWEGO, OR 97034, telephone number (503) 969-1771, being first duly sworn depose and say:

- 1. Permit G-16291, has not been conveyed or withheld and remains appurtenant to my land.
- 2. I attest that I have read Permit G-16291.



Signature of Affiant

May 1, 2023

Date

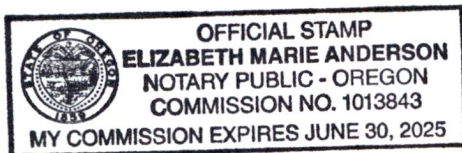
Signature of Affiant

Date

Signed and sworn to (or affirmed) before me this 1 day of May, 2023.

Elizabeth Marie Anderson

Notary Public for Oregon



My Commission Expires: June 30, 2025

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NOTICE TO WATER WELL CONTRACTOR
The original and first copy
of this report are to be
filed with the

RECEIVED
CLAC 9317
WATER WELL REPORT
STATE OF OREGON
SALEM DIVISION
JUL 25 1969
SALEM DIVISION

RECEIVED
MAY 10 2023
3/1-16 kcl
OWRD

STATE ENGINEER, SALEM DIVISION (Please type or print)
within 30 days from the date of well completion. (Do not write above this line)
State Well No. 3/1-16 kcl
State Permit No.

(1) OWNER:

Name BILL KAISER
Address RT 1 Box 568-I
WEST LINN OREGON

(2) TYPE OF WORK (check):

New Well Deepening Reconditioning Abandon
If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL:

Rotary Driven
Cable Jetted
Aug Bored

(4) PROPOSED USE (check):

Domestic Industrial Municipal
Irrigation Test Well Other

CASING INSTALLED: Threaded Welded
8" Diam. from 0 ft. to 303 ft. Gage 250"
" Diam. from ft. to ft. Gage
" Diam. from ft. to ft. Gage

PERFORATIONS:

Perforated? Yes No.

Type of perforator used
Size of perforations in. by in.
perforations from ft. to ft.
perforations from ft. to ft.
perforations from ft. to ft.
perforations from ft. to ft.
perforations from ft. to ft.

(7) SCREENS:

Well screen installed? Yes No

Manufacturer's Name
Type Model No.
Diam. Slot size Set from ft. to ft.
Diam. Slot size Set from ft. to ft.

(8) WATER LEVEL: Completed well.

Static level 48 ft. below land surface Date 7/17/69
Artesian pressure lbs. per square inch Date

(9) WELL TESTS:

Drawdown is amount water level is lowered below static level

Was a pump test made? Yes No If yes, by whom? KELLER
Flow: 360 gal./min. with 198 ft. drawdown after hrs.
" " " " " "
" " " " " "
Bailer test 44 gal./min. with 6 ft. drawdown after 1 hrs.
Artesian flow g.p.m. Date
Temperature of water 56° Was a chemical analysis made? Yes No

(10) CONSTRUCTION:

Well seal—Material used BENTONITE
Depth of seal 70 ft.
Diameter of well bore to bottom of seal 12 in.
Were any loose strata cemented off? Yes No Depth
Was a drive shoe used? Yes No
 Did any strata contain unusable water? Yes No
 Type of water? depth of strata
 Method of sealing strata off
Was well gravel packed? Yes No Size of gravel:
Gravel placed from ft. to ft.

(11) LOCATION OF WELL:

County CLACKAMAS Driller's well number 88
SE 1/4 NW 1/4 Section 16 T. 35 R. 1E W.M.
Bearing and distance from section or subdivision corner

(12) WELL LOG:

Diameter of well below casing 8"

Depth drilled 621 ft. Depth of completed well 621 ft.

Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level as drilling proceeds. Note drilling rates.

MATERIAL	From	To	SWL
TOP SOIL	0	1	
BROWN CLAY	1	26	
BLUE CLAY	26	35	
BROWN CLAY	35	43	
CLAY AND GRAVEL	43	47	
BROWN CLAY	47	63	
CLAY AND GRAVEL	63	71	
LOOSE SAND AND GRAVEL	71	73	50
BLUE CLAY	73	135	
SANDSTONE AND BLUE CLAY	135	182	
BLUE CLAY	182	302	
SANDY BLUE CLAY (20 G.P.M.)	302	313	76
BLUE CLAY	313	345	
BROWN CLAY	345	350	
BLUE CLAY	350	362	
SOFT BLACK BASALT	362	376	
MED HARD BLACK BASALT (WATER BEARING BELOW 400')	376	473	48
VERY SOFT BLACK BASALT (CONTINUED ON BACK)	473	487	

Work started 6/14 1969 Completed 7/18 1969
Date well drilling machine moved off of well 7/18 1969

Drilling Machine Operator's Certification:

This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.

[Signed] OE Keller Date 7/23, 1969
(Drilling Machine Operator)

Drilling Machine Operator's License No. 329

Water Well Contractor's Certification:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME KELLER Well Drilling Co.
(Person, firm or corporation) (Type or print)

Address 5365 S.E. Hillwood MURKIN

[Signed] OE Keller
(Water Well Contractor)

Contractor's License No. 462 Date 7/23, 1969

See back of sheet.

118800

HARD BLACK BASALT 487 - 499
 SOFT BROWN BASALT 499 - 550
 MED. HARD BLACK BASALT 550 - 590
 HARD BLACK BASALT 590 - 597
 MED. HARD BLACK BASALT 597 - 621

CASING CEMENTED INTO ROCK AT 363'
 TO PREVENT SANDY WATER FROM ENTERING
 WELL FROM 302' TO 318'

302' - 318' (Casing)
 318' - 320' (Sandstone)
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 975' - 980' (Sandstone)
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 985' - 990' (Sandstone)
 990' - 995' (Sandstone)
 995' - 1000' (Sandstone)

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(1) LAND OWNER Well Number _____
 Name Bill Kaiser
 Address Rt 1 Box 567-I
 City West Linn State OR Zip _____

(2) TYPE OF WORK
 New Well Deepening Alteration (repair/recondition) Abandonment

(3) DRILL METHOD:
 Rotary Air Rotary Mud Cable Auger
 Other _____

(4) PROPOSED USE:
 Domestic Community Industrial Irrigation
 Thermal Injection Livestock Other _____

(5) BORE HOLE CONSTRUCTION:
 Special Construction approval Yes No Depth of Completed Well _____ ft.
 Explosives used Yes No Type _____ Amount _____

HOLE			SEAL			
Diameter	From	To	Material	From	To	Sacks or pounds

How was seal placed: Method A B C D E
 Other _____

Backfill placed from _____ ft. to _____ ft. Material _____
 Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liner:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Drive Shoe used Inside Outside None
 Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:
 Perforations Method _____
 Screens Type _____ Material _____

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

(8) WELL TESTS: Minimum testing time is 1 hour
 Pump Bailer Air Flowing Artesian
 Yield gal/min Drawdown Drill stem at Time 1 hr.

Yield gal/min	Drawdown	Drill stem at	Time 1 hr.

Temperature of water _____ Depth Artesian Flow Found _____
 Was a water analysis done? Yes By whom _____
 Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other _____
 Depth of strata: _____

(9) LOCATION OF WELL by legal description:
 County _____ Latitude _____ Longitude _____
 Township _____ N or S Range _____ E or W. WM.
 Section _____ 1/4 _____ 1/4
 Tax Lot _____ Lot _____ Block _____ Subdivision _____
 Street Address of Well (or nearest address) _____

(10) STATIC WATER LEVEL:
 _____ ft. below land surface. Date _____
 Artesian pressure _____ lb. per square inch Date _____

(11) WATER BEARING ZONES:
 Depth at which water was first found _____

From	To	Estimated Flow Rate	SWL

(12) WELL LOG:
 Ground Elevation _____

Material	From	To	SWL
Hard black basalt	487	499	
Soft brown basalt	499	558	
Medium hard black basalt	558	588	
Hard black basalt	588	597	
Med hard black basalt	597	621	
Casing cemented into rock at 363' to prevent sandy water from entering well from 302'-313'			

Date started _____ Completed 7/18/1969

SOURCE OF DATA/INFO
Transcribed from back of original log.

COMPILED BY: Karl C. Wozniak

DATE: 10-10-2005

NOTICE TO WATER WELL CONTRACTOR

The original and first copy of this report are to be filed with the

RECEIVED APR 15 1971

STATE OF OREGON WATER WELL REPORT

STATE ENGINEER, SALEM, OREGON 97310 within 30 days from the date of well completion.

STATE OF OREGON (Please type or print)

State Well No. 311-16 db

State Permit No. 66909

(Do not write above this line)

(1) OWNER:

Name BILL KAISER
Address RT 1 Box 567-I
WEST LINN, OREGON

(2) TYPE OF WORK (check):

New Well Deepening Reconditioning Abandon
If abandonment, describe material and procedure in Item 12.

(3) TYPE OF WELL:

Rotary Driven
Cable Jetted
Dug Bored

(4) PROPOSED USE (check):

Domestic Industrial Municipal
Irrigation Test Well Other

CASING INSTALLED: NO CASING INSTALLED
Threaded Welded

PERFORATIONS:

Perforated? Yes No.

Type of perforator used _____
Size of perforations _____ in. by _____ in.
_____ perforations from _____ ft. to _____ ft.
_____ perforations from _____ ft. to _____ ft.
_____ perforations from _____ ft. to _____ ft.

(7) SCREENS:

Well screen installed? Yes No

Manufacturer's Name _____
Type _____ Model No. _____
Diam. _____ Slot size _____ Set from _____ ft. to _____ ft.
Diam. _____ Slot size _____ Set from _____ ft. to _____ ft.

(8) WELL TESTS:

Drawdown is amount water level is lowered below static level

Was a pump test made? Yes No If yes, by whom? KELLEN

Yield: 475 gal./min. with 367 ft. drawdown after 6 hrs.

Baller test 44 gal./min. with 7 1/2 ft. drawdown after 1 hrs.

Artesian flow _____ g.p.m.

Temperature of water 62° Depth artesian flow encountered _____ ft.

(9) CONSTRUCTION:

Well seal—Material used _____
Well sealed from land surface to _____ ft.
Diameter of well bore to bottom of seal _____ in.
Diameter of well bore below seal _____ in.
Number of sacks of cement used in well seal _____ sacks
Number of sacks of bentonite used in well seal _____ sacks
Brand name of bentonite _____
Number of pounds of bentonite per 100 gallons of water _____ lbs./100 gals.
Was a drive shoe used? Yes No Plugs _____ Size: location _____ ft.
Did any strata contain unusable water? Yes No
Type of water? _____ depth of strata _____
Method of sealing strata off _____
Was well gravel packed? Yes No Size of gravel: _____
Gravel placed from _____ ft. to _____ ft.

(10) LOCATION OF WELL:

County CLACKAMAS Driller's well number 108
SE 1/4 NW 1/4 Section 16 T. 35 R. 1E W.M.
Bearing and distance from section or subdivision corner _____

(11) WATER LEVEL: Completed well.

Depth at which water was first found 725 ft.

Static level 62 ft. below land surface. Date 4/9/71

Artesian pressure _____ lbs. per square inch. Date _____

(12) WELL LOG:

Diameter of well below casing 10"-8"-6"

Depth drilled 1005 ft. Depth of completed well 1005 ft.

Formation: Describe color, texture, grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	SWL
DECOMPOSED BASALT	725	726	55
HARD BLACK BASALT	726	756	55
DECOMPOSED BASALT	756	766	55
HARD BLACK BASALT	766	844	55
DECOMPOSED BASALT	844	851	55
HARD BLACK BASALT	851	974	55
SOFT BLACK BASALT	974	987	55
HARD BLACK BASALT	987	1005	55

Work started 2-17 19 71 Completed 4/9 19 71
Date well drilling machine moved off of well 4/9 19 71

Drilling Machine Operator's Certification:
This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.
[Signed] Ol Kellen Date 4/20, 19 71
(Drilling Machine Operator)
Drilling Machine Operator's License No. 329

Water Well Contractor's Certification:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.
Name Kaiser Well Drilling Co.
(Person, firm or corporation) (Type or print)
Address 536.5 S.E. Hillwood Milwaukie
[Signed] Ol Kellen
(Water Well Contractor)
Contractor's License No. 462 Date 4/20, 19 71

Grantor's Name:

Michael Wolfgang Fritz

(Michael W. Fritz, Trustee,
Michael W. Fritz Trust dated April 2, 2015)

16842 Alder Circle
Lake Oswego, Oregon 97034

Grantee's Name:

Shorty's Golf Course, LLC
28333 SW Mountain Road,
West Linn, Oregon 97068

After recording return to:

Steven B. Hval, Esq.
Hagen O'Connell & Hval LLP
8555 S.W. Apple Way, STE 300
Portland, OR 97225

**Until otherwise requested,
send all tax statements to:**

Steven B. Hval, Esq.
Hagen O'Connell & Hval LLP
8555 S.W. Apple Way, STE 300
Portland, OR 97225

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BARGAIN AND SALE DEED

Michael W. Fritz, Grantor, conveys to **Shorty's Golf Course, LLC**, an Oregon limited liability company, Grantee, the following described real property situated in the County of Clackamas, State of Oregon:

See Legal Description attached hereto as Exhibit "A"

Subject to and excepting: Covenants, Conditions, Restrictions and Easements of record.

The true and actual consideration for this conveyance is other property or value, the receipt and adequacy of which is acknowledged. See ORS 90.030(2).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8 OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS

AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: November 8, 2022.

GRANTOR:



ACKNOWLEDGEMENT:

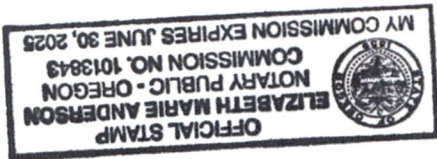
STATE OF OREGON)

County of Clackamas) ss.

This instrument was acknowledged before me on 11/8, 2022, by Michael W. Fritz



Notary Public for the State of Oregon



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EXHIBIT "A"
LEGAL DESCRIPTION

28333 SW Mountain Road, West Linn, Oregon 97068

PARCEL I:

All of the East one-half of the North one-half of the Northwest one-quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM the Northerly 330 feet.

ALSO EXCEPTING THEREFROM that portion lying within the plat of SANDELIE ESTATES NO. 2.

ALSO EXCEPTING THEREFROM that portion conveyed to F. J. Hoesly, et ux, by Warranty Deed recorded August 5, 1968 as Recorder's Fee No. 68 16111 and described as follows:

Beginning at a point South 0° 12' West, 1286.90 feet and North 89° 48' West, 30 feet from a 1/4 inch iron pipe which is at the North one-quarter corner of Section 16, Township 3 South, Range 1 East, Willamette Meridian; said true point of beginning being the Southeast corner of SANDELIE ESTATES NO. 2; thence South 0° 12' West 100 feet; thence North 89° 48' West 200 feet; thence North 0° 12' East 100 feet; thence South 89° 48' East 200 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion lying within public roads.

PARCEL II:

The Northerly 330 feet of the East one-half of the North one-half of the Northwest one quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that portion lying within the plat of SANDELIE ESTATES NO. 1.

ALSO EXCEPTING THEREFROM that portion lying within public roads.

Easement Property

Lot 1, SANDELIE ESTATES NO. 2, in the County of Clackamas and State of Oregon.

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EXHIBIT C
Water Right Certificate 50575

SR-10-10 7/79

SR-2471-92

STATE OF OREGON
COUNTY OF CLACKAMAS

CERTIFICATE OF WATER RIGHT

This Is to Certify, That SANDELIE GOLF CLUB, INC.

of 28333 SW Mountain Road, West Linn, State of Oregon 97068, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of two wells

a tributary of Willamette River for the purpose of irrigation of 51.5 acres

under Permit No. G-6433 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from April 25, 1975 that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.64 cubic foot per second, being 0.32 cfs from each well

or its equivalent in case of rotation, measured at the point of diversion from the well. The well is located in the SW 1/4 NW 1/4, NE 1/4 SW 1/4, Section 16, T3S, R1E, WM; Well 1 - 2,050 feet South and 1,560 feet West, Well 2 - 3,780 feet South and 360 feet West, both from N 1/4 Corner, Section 16

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eighth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 1/2 acre-feet per acre for each acre irrigated during the irrigation season of each year

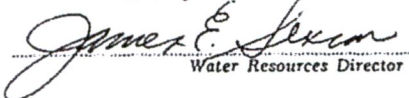
and shall conform to such reasonable rotation system as may be ordered by the proper state officer. A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

11.8 acres NE 1/4 NW 1/4
12.4 acres SW 1/4 NW 1/4
15.5 acres SE 1/4 NW 1/4
7.6 acres NE 1/4 SW 1/4
4.2 acres NW 1/4 SW 1/4
Section 16
Township 3 South, Range 1 East, WM

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the Water Resources Director, affixed

this date February 12, 1982


Water Resources Director

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Recorded in State Record of Water Right Certificates, Volume 44, page 50575

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A. Grantor owns certain real property located in Clackamas County, Oregon which is more particularly described in Exhibit A attached hereto (the "Sandelie Property"). Grantee owns certain real property located in Clackamas County which is adjacent to the Sandelie Property, and which is more particularly described in Exhibit B attached hereto (the "Fritz Property").

B. A well identified in the records of the Oregon Water Resources Department ("OWRD") as CLAC 9317 (along with its associated pumping and electrical equipment) is located on the Sandelie Property (the "Well"). The Well supplies water for irrigation purposes to the Sandelie Property and the Fritz Property, pursuant to Water Right Certificate 50575 (the "Water Right") on file with OWRD and attached hereto as Exhibit C. The approximate location of the Well is shown as well # 1 on the final proof map included in Exhibit C.

C. Grantor and Grantee desire to enter into this Well Easement and Water Use Agreement ("Agreement") to establish their respective rights and obligations pertaining to the access, use, operation, and maintenance of the Well and to establish other rights and obligations as provided herein.

D. A separate well identified in the records of OWRD as CLAC 9316 and designated as well #2 in the Water Right is located at another location on the Sandelie Property. An exempt well identified in the records of OWRD as CLAC 8196 (deepened by log CLAC 52192/ID L03011) is located on the Fritz Property. CLAC 9316 and CLAC 8196 are *not* covered by this Agreement; Grantor has exclusive use of CLAC 9316 and Grantee has exclusive use of CLAC 8196.

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E. CLAC 9316 and CLAC 9317 are also the designated points of appropriation for Permit G-16291, held by Grantor. The water use authorized by Permit G-16291 is *not* covered by this Agreement.

In consideration of the following mutual covenants, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee an easement to that portion of the Sandelie Property that is 50 feet in width from the Well to the Fritz Property (the "Easement"): (i) to use and convey water from the Well to the Fritz Property through an underground pipeline; (ii) to enter upon such portion of the Sandelie Property over the location of the pipeline to install, maintain, repair, and replace the pipeline, according to the terms of Section 4 below; and (iii) to enter upon such portion of the Sandelie Property over the location of the pipeline to operate, maintain, and repair the Well, according to the terms of Section 4 below.

2. **Location of Easement.** The Easement will be located along the most direct, practicable route from the Well to the Fritz Property, beginning at the Well, 2050 feet south and 1560 feet west from the N 1/4 corner of Section 16, and running generally northeast to the southwest corner of the Fritz Property (the NE 1/4 NW 1/4 of Section 16, T3S, R1E), approximately as shown on Exhibit D.

3. **Nature of Easement.** Subject to possible termination under Section 15, the Easement and rights granted herein shall be perpetual and non-exclusive. The Easement and the obligations described herein shall run with the land and shall bind and inure to the benefit of Grantor, Grantee, and each of their respective heirs, legal representatives, successors, and assigns. Grantor may also make any use of its property burdened by the Easement that is consistent with its current or future ownership of the Sandelie Property, as long as such use does not unreasonably interfere with Grantee's use of the Easement as provided in this Agreement.

4. **Installation, Maintenance, and Repair; Cost Allocation; Utilities.**

4.1 **Pipeline Installation, Maintenance, and Repair.** Within two years of the effective date of this Agreement, Grantee shall install a new, separate pipeline to convey water from the Well to the Fritz Property ("Fritz Pipeline"), located as described in Section 2 above. Grantee shall be solely responsible for the installation, maintenance, repair, and replacement of the Fritz Pipeline. All work performed on the Fritz Pipeline shall be completed in a workmanlike manner, free of claims and liens. Until the Fritz Pipeline is installed, Grantor and Grantee will share the existing pipeline running from the Well to the Fritz Property, including sharing equally (50-50) the costs of any maintenance or repairs of the existing pipeline. Upon completion of the installation, maintenance, repair, or replacement of the Fritz Pipeline, Grantee shall restore the surface of the Sandelie Property to its previous condition.

4.2 **Well Maintenance and Repair.** Sandelie will maintain and repair the Well in a good and safe condition and replace mechanical components of the Well as needed ("Well Maintenance"). Fritz may, upon not less than 24 hours advance written notice, perform any necessary emergency maintenance or repairs to the Well in the event Sandelie is not available to perform such repairs. All work performed on the Well shall be completed in a workmanlike manner, free of claims and liens. Each party shall pay its share of the cost of Well Maintenance in proportion to that party's irrigated acreage served by the Well (Sandelie, 77%; Fritz, 23%); provided, however, that neither party shall commence any shared Well Maintenance exceeding \$2,500.00 in cost without first obtaining the verbal consent of the other party, which consent

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shall not be unreasonably withheld. A party shall pay its share of Well Maintenance costs within 10 days of receipt of a written statement setting forth the amount thereof, accompanied by a copy of the third party bills or paid receipts showing the nature of the expenses in reasonable detail.

4.4 **Utilities.** Fritz shall pay 23% of all utility charges incurred and attributable to the operation of the Well for irrigation purposes. Fritz's share of the utility charges shall be payable annually and shall be paid by Fritz within 10 days of receipt of a written statement setting forth the amount thereof.

5. **Use of Water/Measurement/Allocation of Shortage.**

5.1 **Use of Water.** The Water Right authorizes irrigation of 51.5 acres in total—39.7 acres on the Sandelie Property and 11.8 acres on the Fritz Property, withdrawn at the rate of 0.32 cfs, up to a maximum volume of 2.5 acre feet of water per acre during the irrigation season of each year. Subject to Section 5.3 below, Grantor shall be entitled to withdraw water from the Well to irrigate 39.7 acres of land on the Sandelie Property and other property owned by Grantor, up to a maximum of 99.25 acre feet annually, and Grantee shall be entitled to withdraw water from the Well to irrigate 11.8 acres of land on the Fritz Property, up to a maximum of 29.5 acre feet annually. Grantee's use of the water from the Well shall be for irrigation purposes only and only in the locations authorized by the Water Right, unless a change in character of use or change in place of use is authorized by OWRD.

5.2 **Measurement.** At its own cost, Grantee shall install a totalizing flow meter on the Fritz Pipeline to measure its separate water use, and shall maintain the meter in good working order and keep a record of the amount of water used each month. Upon request, Grantee shall share its water use records with Grantor.

5.3 **Allocation of Shortage.** If insufficient water is available from the Well to supply Grantor and Grantee with their full rate and duty of water, the available water shall be shared by Grantor and Grantee in the following percentages:

Grantor	77%
Grantee	23%

6. **Curing Defaults.** If either party hereto shall default with respect to any of its obligations set forth herein (including its maintenance obligations), the other party shall have the right to complete such work and seek reimbursement for the cost thereof plus interest thereon at the rate of 9% per annum, provided that the delinquent party shall have been given prior written notice and a reasonable opportunity not to exceed ten days to complete such repair work.

7. **Indemnity.** Each party shall at all times protect, indemnify, defend, and save and hold harmless the other party from all claims, demands, liens, charges, encumbrances, losses, costs (including attorney fees before trial, at trial, and on any appeal), and litigation arising directly or indirectly out of (i) any breach or default under this Agreement by the party; or (ii) liability for bodily injury or death or property damage resulting from any tort of the party.

8. **Noninterference.** The parties to this Agreement shall not unreasonably interfere with the use of the Well by any person entitled to do so under the terms of this Agreement, provided such use is in the manner and for the purposes contemplated under this Agreement.

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9. **Cooperation.** The parties to this Agreement shall cooperate with each other in good faith and shall execute such further documents and shall perform such further acts as may be reasonably necessary or appropriate to carry out and accomplish the intent of this Agreement.

10. **Notice.** Notice to any party to this Agreement shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the addresses specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such parties authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be. Until any party notifies the other party as to a change of its address for notice purposes, notice to the parties shall be sent to the above addresses.

11. **Attorney Fees.** In the event legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and in the appeal therefrom.

12. **Severability.** If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Oregon.

14. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. This Agreement may be executed in counterparts.

15. **Termination by Grantee.** Grantee may terminate this Agreement upon 90 days' written notice to Grantor; provided, however, that Grantee shall remain obligated to pay its share of any costs incurred prior to the date of notice pursuant to Section 4 above, and provided further that Grantee shall record a Termination of Easement ("Termination"), having first received Grantor's approval of the language of said Termination.

Clackamas County Official Records
Sherry Hall, County Clerk

2022-051764

09/23/2022 12:33:03 PM

D-D Cnt=1 Str=74 LILLIE
\$20.00 \$16.00 \$10.00 \$62.00

\$108.00

AFTER RECORDING, RETURN TO:

Michael W. Fritz, Trustee
16842 Alder Circle
Lake Oswego, OR 97034

UNTIL A CHANGE IS REQUESTED,
SEND ALL TAX STATEMENTS TO:

Michael W. Fritz, Trustee
16842 Alder Circle
Lake Oswego, OR 97034

WARRANTY DEED

SANDELIE GOLF CLUB, INC. an Oregon corporation, Grantor, conveys and warrants to MICHAEL W. FRITZ, Trustee of the Michael W. Fritz Trust Deed UTA DTD April 2, 2015, Grantee, that certain real property located in Clackamas County, Oregon, and more particularly described on Exhibit A attached hereto, free of all liens and encumbrances except those set forth on Exhibit B attached hereto.

The true consideration for this conveyance is \$1,125,000.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

CHICAGO TITLE
472522004182 - 50 COMM

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DATED this 22nd day of September, 2022.

GRANTOR:

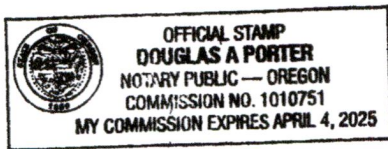
SANDELIE GOLF CLUB, INC. an Oregon corporation

By: *Janet Kaiser*
Janet Kaiser, President

STATE OF OREGON

County of *Clatsop*

The foregoing instrument was acknowledged before me on September 22, 2022, by Janet Kaiser as President of Sandelie Golf Club, Inc., an Oregon corporation.



Doug Porter
Notary Public for Oregon

*My Commission expires
04/04/2025*

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EXHIBIT A

Legal Description

PARCEL I:

All of the East one-half of the North one-half of the Northwest one-quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM the Northerly 330 feet.

ALSO EXCEPTING THEREFROM that portion lying within the plat of SANDELIE ESTATES NO. 2.

ALSO EXCEPTING THEREFROM that portion conveyed to F. J. Hoesly, et ux, by Warranty Deed recorded August 5, 1968 as Recorder's Fee No. 68 16111 and described as follows:

Beginning at a point South 0° 12' West, 1286.90 feet and North 89° 48' West, 30 feet from a 1 1/4 inch iron pipe which is at the North one-quarter corner of Section 16, Township 3 South, Range 1 East, Willamette Meridian; said true point of beginning being the Southeast corner of SANDELIE ESTATES NO. 2; thence South 0° 12' West 100 feet; thence North 89° 48' West 200 feet; thence North 0° 12' East 100 feet; thence South 89° 48' East 200 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion lying within public roads.

PARCEL II:

The Northerly 330 feet of the East one-half of the North one-half of the Northwest one quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that portion lying within the plat of SANDELIE ESTATES NO. 1.

ALSO EXCEPTING THEREFROM that portion lying within public roads.

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EXHIBIT B

Permitted Exceptions

1. Property taxes in an undetermined amount, which are a lien but not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.

Real Property Taxes are currently reduced by reason of an Open Space Tax Exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied. The County Tax Roll discloses this as a potential additional tax liability.

2. Rights of the public to any portion of the Land lying within the area commonly known as Advance Road and Mountain Road.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Portland Railway, Light and Power Company
Purpose: Electric transmission lines and appurtenances
Recording Date: June 27, 1907
Recording No: Book 99, Page 437
Affects: Parcel II

4. Terms and provisions of those certain Rules and Regulations governing domestic water usage, and rights and easements incidental thereto, provided by Sandelie Water

Recording Date: May 28, 1974

Recording No 74-14084

and Recording Date: February 26, 1975

and Recording No: 75-4717

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Sandelie Development Co
Purpose: Subsurface sewage disposal system
Recording Date: December 2, 1977
Recording No: 77-49316
Affects: Parcel I

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Clackamas County Official Records Sherry Hall, County Clerk	2022-051765
	09/23/2022 12:33:03 PM
D-E Cnt=1 Stn=74 LILLIE	
\$35.00 \$16.00 \$10.00 \$62.00	\$123.00

AFTER RECORDING, RETURN TO:

Michael W. Fritz, Trustee
16842 Alder Circle
Lake Oswego, OR 97034

CHICAGO TITLE 472522004182-50 COMM

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Easement Agreement"), dated and effective September 22 2022 (the "Effective Date"), is by and between JANET M. KAISER ("Grantor") and MICHAEL W. FRITZ, Trustee of the Michael W. Fritz Trust UTA DTD April 2, 2015 ("Grantee").

RECITALS

A. Pursuant to a Real Estate Sale Agreement dated August 12, 2022 (the "Sale Agreement"), Sandelie Golf Club, Inc. ("Sandelie") sold to Grantee approximately 30 acres of real property located in Clackamas County, Oregon and legally described on Exhibit A attached hereto (the "Golf Course Property").

B. Pursuant to the Sale Agreement, Sandelie agreed to provide Grantee a temporary easement over Grantor's adjacent property described on Exhibit B attached hereto (the "Easement Property") to construct a new access driveway on the Golf Course Property. Grantor and Grantee desire to establish a right-of-way for construction of the access driveway upon the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a temporary, non-exclusive easement in, to and over the Easement Property to facilitate the construction of a new driveway and entrance to the Golf Course Property (the "Driveway Improvements"). Following the expiration hereof (i) Grantee will repair any damage to the Easement Property caused by its use thereof, and (ii) the Driveway Improvements shall be located exclusively on the Golf Course Property.

2. **Term.** *The term of this Agreement ("Term") shall be one year from the Effective Date.*

3. **Permitted Use, Access.**

3.1 **Permitted Use.** Grantee shall use the Easement Area for the construction of the Driveway Improvements.

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ACCESS EASEMENT
PAGE 1

MAY 10 2023

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3.2 **Restrictions on Use.** Use of the Easement Area shall be solely for the use by Grantee and its contractors and employees.

3.3 **Compliance with Laws.** Grantee shall use the Easement Area and conduct all of its activities under this Agreement in strict compliance with all applicable federal, state and local laws, ordinances and regulations.

3.4 **Environmental Matters.** Grantee shall not allow any hazardous materials to be brought over, upon or deposited on, in or about the Easement Property by Grantee or its contractors or employees.

4. **Maintenance and Repair.** Grantee will, at its expense, repair any damage to the Easement Property caused by its use thereof.

5. **Indemnification.** Grantee shall indemnify, defend and hold Grantor harmless from any liability, damage, expense, cause of action, claim or judgment arising out of (i) any breach of this Agreement by Grantee (including, without limitation, any breach of Section 3.4 above), and (ii) the use by Grantee and its employees, agents, contractors, customers, visitors and invitees of the Easement Property.

6. **Exemption from Liability.** Grantee acknowledges and agrees that Grantor shall (i) have no obligation to provide security for the Easement Property, and (ii) not be liable for any damage, injury or loss of Grantee's property unless caused by the gross negligence or willful misconduct of Grantor or its contractors, agents, or representatives.

7. **Liability Insurance.** Grantee shall, at all times during the term of this Easement Agreement, maintain in full force and effect comprehensive public liability insurance covering its activities hereunder with a financially responsible insurance company or companies licensed to do business in the State of Oregon, including coverage for any accident resulting in bodily injury to or death of any person or consequential damages arising therefrom, and comprehensive property damage insurance, each in an amount not less than \$2,000,000 combined single-limit coverage. Grantee's liability insurance policy shall name Grantor as an additional named insured. Grantee shall, prior to the Effective Date, provide Grantor with a certificate evidencing the foregoing coverage.

8. **Breach of Obligations.** In the event Grantee fails to perform its obligations under this Easement Agreement, Grantor shall, in addition to any other remedies afforded under Oregon law, be entitled to (i) terminate this Agreement upon ten (10) days' prior written notice to Grantee, and (ii) require such performance by suit for specific performance or, where appropriate, through injunctive relief.

9. **Attorney Fees.** In the event of any litigation arising under or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorney fees at trial and on appeal as adjudged by the trial and appellate court.

10. **Notices.** Whenever any notice is required or sent under this Agreement, it shall be made in writing and shall be effective when served either personally or sent by U.S. first-

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ACCESS EASEMENT
PAGE 2

MAY 10 2023

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class certified mail, postage prepaid, return receipt requested and addressed to the parties as follows:

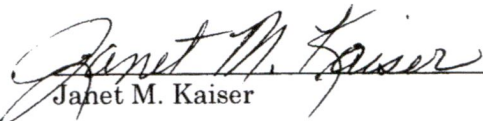
If to Grantor: Janet M. Kaiser
c/o Sandelie Golf Club, Inc.
28000 SW Mountain Road
West Linn, OR 97068

If to Grantee: Michael W. Fritz, Trustee
16842 Alder Circle
Lake Oswego, OR 97034

11. **Effect of Agreement.** The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors and assigns. Notwithstanding the foregoing, Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent may be withheld in Grantee's sole and absolute discretion.

12. **Governing Law.** This Easement Agreement shall be construed and enforced in accordance with the laws of the state of Oregon.

Grantor:


Janet M. Kaiser

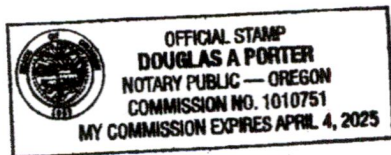
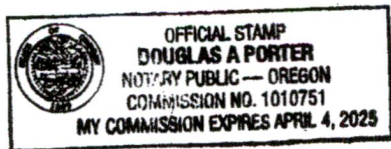
Grantee:

Michael W. Fritz, Trustee of the
Michael W. Fritz UTA DTD April 2, 2015

STATE OF OREGON

County of Clackamas

This record was acknowledged before me on September 22, 2022, by Janet M. Kaiser.




Notary Public / State of Oregon

My Commission Expires
04/04/2025

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ACCESS EASEMENT
PAGE 3

14244 -

class certified mail, postage prepaid, return receipt requested and addressed to the parties as follows:

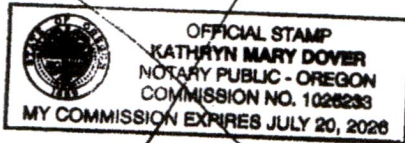
If to Grantor: Janet M. Kaiser
c/o Sandelie Golf Club, Inc.
28000 SW Mountain Road
West Linn, OR 97068

If to Grantee: Michael W. Fritz, Trustee
16842 Alder Circle
Lake Oswego, OR 97034

11. **Effect of Agreement.** The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors and assigns. Notwithstanding the foregoing, Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent may be withheld in Grantee's sole and absolute discretion.

12. **Governing Law.** This Easement Agreement shall be construed and enforced in accordance with the laws of the state of Oregon.

Grantor:



Janet M. Kaiser

Grantee:

Michael W. Fritz, Trustee of the
Michael W. Fritz UTA DTD April 2, 2015

STATE OF OREGON

County of Clatsop

This record was acknowledged before me on 9-23-22 ^{KMD} 2022, by Janet M. Kaiser.

K Dover
Notary Public - State of Oregon

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MAY 10 2023

ACCESS EASEMENT
PAGE 3

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14244 -

STATE OF OREGON

County of Clackamas

This record was acknowledged before me on 9-23, 2022, by Michael W. Fritz, as
Trustee of the Michael W. Fritz UTA DTD April 2, 2015.



K. Dover

Notary Public – State of Oregon

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ACCESS EASEMENT
PAGE 4

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EXHIBIT A
Golf Course Property

PARCEL I:

All of the East one-half of the North one-half of the Northwest one-quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM the Northerly 330 feet.

ALSO EXCEPTING THEREFROM that portion lying within the plat of SANDELIE ESTATES NO. 2.

ALSO EXCEPTING THEREFROM that portion conveyed to F. J. Hoesly, et ux, by Warranty Deed recorded August 5, 1968 as Recorder's Fee No. 68 16111 and described as follows:

Beginning at a point South 0° 12' West, 1286.90 feet and North 89° 48' West, 30 feet from a 1 1/4 inch iron pipe which is at the North one-quarter corner of Section 16, Township 3 South, Range 1 East, Willamette Meridian; said true point of beginning being the Southeast corner of SANDELIE ESTATES NO. 2; thence South 0° 12' West 100 feet; thence North 89° 48' West 200 feet; thence North 0° 12' East 100 feet; thence South 89° 48' East 200 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion lying within public roads.

PARCEL II:

The Northerly 330 feet of the East one-half of the North one-half of the Northwest one quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that portion lying within the plat of SANDELIE ESTATES NO. 1.

ALSO EXCEPTING THEREFROM that portion lying within public roads.

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EXHIBIT B

Easement Property

Lot 1, SANDELIE ESTATES NO. 2, in the County of Clackamas and State of Oregon.

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AFTER RECORDING RETURN TO:

Jeffrey H. Keeney
Tonkon Torp LLP
1600 Pioneer Tower
888 SW Fifth Avenue
Portland, Oregon 97204

WELL EASEMENT AND WATER USE AGREEMENT

EFFECTIVE DATE: September ²³, 2022

PARTIES: Sandelie Golf Club, Inc. ("Grantor")
28000 SW Mountain Road
West Linn, OR 97068

Michael W. Fritz, Trustee of the Michael W. ("Grantee")
Fritz Trust UTA DTD April 2, 2015
16842 Alder Circle
Lake Oswego, OR 97034

RECITALS

A. Grantor owns certain real property located in Clackamas County, Oregon which is more particularly described in Exhibit A attached hereto (the "Sandelie Property"). Grantee owns certain real property located in Clackamas County which is adjacent to the Sandelie Property, and which is more particularly described in Exhibit B attached hereto (the "Fritz Property").

B. A well identified in the records of the Oregon Water Resources Department ("OWRD") as CLAC 9317 (along with its associated pumping and electrical equipment) is located on the Sandelie Property (the "Well"). The Well supplies water for irrigation purposes to the Sandelie Property and the Fritz Property, pursuant to Water Right Certificate 50575 (the "Water Right") on file with OWRD and attached hereto as Exhibit C. The approximate location of the Well is shown as well # 1 on the final proof map included in Exhibit C.

C. Grantor and Grantee desire to enter into this Well Easement and Water Use Agreement ("Agreement") to establish their respective rights and obligations pertaining to the access, use, operation, and maintenance of the Well and to establish other rights and obligations as provided herein.

D. A separate well identified in the records of OWRD as CLAC 9316 and designated as well #2 in the Water Right is located at another location on the Sandelie Property. An exempt well identified in the records of OWRD as CLAC 8196 (deepened by log CLAC 52192/ID L03011) is located on the Fritz Property. CLAC 9316 and CLAC 8196 are *not* covered by this Agreement; Grantor has exclusive use of CLAC 9316 and Grantee has exclusive use of CLAC 8196.

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E. CLAC 9316 and CLAC 9317 are also the designated points of appropriation for Permit G-16291, held by Grantor. The water use authorized by Permit G-16291 is *not* covered by this Agreement.

In consideration of the following mutual covenants, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee an easement to that portion of the Sandelie Property that is 50 feet in width from the Well to the Fritz Property (the "Easement"): (i) to use and convey water from the Well to the Fritz Property through an underground pipeline; (ii) to enter upon such portion of the Sandelie Property over the location of the pipeline to install, maintain, repair, and replace the pipeline, according to the terms of Section 4 below; and (iii) to enter upon such portion of the Sandelie Property over the location of the pipeline to operate, maintain, and repair the Well, according to the terms of Section 4 below.

2. **Location of Easement.** The Easement will be located along the most direct, practicable route from the Well to the Fritz Property, beginning at the Well, 2050 feet south and 1560 feet west from the N 1/4 corner of Section 16, and running generally northeast to the southwest corner of the Fritz Property (the NE 1/4 NW 1/4 of Section 16, T3S, R1E), approximately as shown on Exhibit D.

3. **Nature of Easement.** Subject to possible termination under Section 15, the Easement and rights granted herein shall be perpetual and non-exclusive. The Easement and the obligations described herein shall run with the land and shall bind and inure to the benefit of Grantor, Grantee, and each of their respective heirs, legal representatives, successors, and assigns. Grantor may also make any use of its property burdened by the Easement that is consistent with its current or future ownership of the Sandelie Property, as long as such use does not unreasonably interfere with Grantee's use of the Easement as provided in this Agreement.

4. **Installation, Maintenance, and Repair; Cost Allocation; Utilities.**

4.1 **Pipeline Installation, Maintenance, and Repair.** Within two years of the effective date of this Agreement, Grantee shall install a new, separate pipeline to convey water from the Well to the Fritz Property ("Fritz Pipeline"), located as described in Section 2 above. Grantee shall be solely responsible for the installation, maintenance, repair, and replacement of the Fritz Pipeline. All work performed on the Fritz Pipeline shall be completed in a workmanlike manner, free of claims and liens. Until the Fritz Pipeline is installed, Grantor and Grantee will share the existing pipeline running from the Well to the Fritz Property, including sharing equally (50-50) the costs of any maintenance or repairs of the existing pipeline. Upon completion of the installation, maintenance, repair, or replacement of the Fritz Pipeline, Grantee shall restore the surface of the Sandelie Property to its previous condition.

4.2 **Well Maintenance and Repair.** Sandelie will maintain and repair the Well in a good and safe condition and replace mechanical components of the Well as needed ("Well Maintenance"). Fritz may, upon not less than 24 hours advance written notice, perform any necessary emergency maintenance or repairs to the Well in the event Sandelie is not available to perform such repairs. All work performed on the Well shall be completed in a workmanlike manner, free of claims and liens. Each party shall pay its share of the cost of Well Maintenance in proportion to that party's irrigated acreage served by the Well (Sandelie, 77%; Fritz, 23%); provided, however, that neither party shall commence any shared Well Maintenance exceeding \$2,500.00 in cost without first obtaining the verbal consent of the other party, which consent

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shall not be unreasonably withheld. A party shall pay its share of Well Maintenance costs within 10 days of receipt of a written statement setting forth the amount thereof, accompanied by a copy of the third party bills or paid receipts showing the nature of the expenses in reasonable detail.

4.4 **Utilities.** Fritz shall pay 23% of all utility charges incurred and attributable to the operation of the Well for irrigation purposes. Fritz's share of the utility charges shall be payable annually and shall be paid by Fritz within 10 days of receipt of a written statement setting forth the amount thereof.

5. **Use of Water/Measurement/Allocation of Shortage.**

5.1 **Use of Water.** The Water Right authorizes irrigation of 51.5 acres in total—39.7 acres on the Sandelie Property and 11.8 acres on the Fritz Property, withdrawn at the rate of 0.32 cfs, up to a maximum volume of 2.5 acre feet of water per acre during the irrigation season of each year. Subject to Section 5.3 below, Grantor shall be entitled to withdraw water from the Well to irrigate 39.7 acres of land on the Sandelie Property and other property owned by Grantor, up to a maximum of 99.25 acre feet annually, and Grantee shall be entitled to withdraw water from the Well to irrigate 11.8 acres of land on the Fritz Property, up to a maximum of 29.5 acre feet annually. Grantee's use of the water from the Well shall be for irrigation purposes only and only in the locations authorized by the Water Right, unless a change in character of use or change in place of use is authorized by OWRD.

5.2 **Measurement.** At its own cost, Grantee shall install a totalizing flow meter on the Fritz Pipeline to measure its separate water use, and shall maintain the meter in good working order and keep a record of the amount of water used each month. Upon request, Grantee shall share its water use records with Grantor.

5.3 **Allocation of Shortage.** If insufficient water is available from the Well to supply Grantor and Grantee with their full rate and duty of water, the available water shall be shared by Grantor and Grantee in the following percentages:

Grantor	77%
Grantee	23%

6. **Curing Defaults.** If either party hereto shall default with respect to any of its obligations set forth herein (including its maintenance obligations), the other party shall have the right to complete such work and seek reimbursement for the cost thereof plus interest thereon at the rate of 9% per annum, provided that the delinquent party shall have been given prior written notice and a reasonable opportunity not to exceed ten days to complete such repair work.

7. **Indemnity.** Each party shall at all times protect, indemnify, defend, and save and hold harmless the other party from all claims, demands, liens, charges, encumbrances, losses, costs (including attorney fees before trial, at trial, and on any appeal), and litigation arising directly or indirectly out of (i) any breach or default under this Agreement by the party; or (ii) liability for bodily injury or death or property damage resulting from any tort of the party.

8. **Noninterference.** The parties to this Agreement shall not unreasonably interfere with the use of the Well by any person entitled to do so under the terms of this Agreement, provided such use is in the manner and for the purposes contemplated under this Agreement.

9. **Cooperation.** The parties to this Agreement shall cooperate with each other in good faith and shall execute such further documents and shall perform such further acts as may be reasonably necessary or appropriate to carry out and accomplish the intent of this Agreement.

10. **Notice.** Notice to any party to this Agreement shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the addresses specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such parties authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be. Until any party notifies the other party as to a change of its address for notice purposes, notice to the parties shall be sent to the above addresses.

11. **Attorney Fees.** In the event legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and in the appeal therefrom.

12. **Severability.** If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Oregon.

14. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. This Agreement may be executed in counterparts.

15. **Termination by Grantee.** Grantee may terminate this Agreement upon 90 days' written notice to Grantor; provided, however, that Grantee shall remain obligated to pay its share of any costs incurred prior to the date of notice pursuant to Section 4 above, and provided further that Grantee shall record a Termination of Easement ("Termination"), having first received Grantor's approval of the language of said Termination.

Executed as of the date first above written.

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GRANTOR:

GRANTEE:

Sandelie Golf Club, Inc., an Oregon corporation

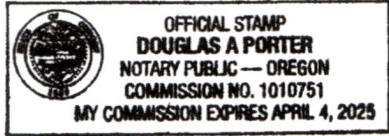
By: *Janet Kaiser*
Janet Kaiser, President

Michael W. Fritz, Trustee of the Michael W. Fritz Trust UTA DTD April 2, 2015

STATE OF OREGON

County of Clatsop

This record was acknowledged before me on September 22, 2022, by Janet Kaiser as President of Sandelie Golf Club, Inc., an Oregon corporation.



Douglas A. Porter
Notary Public - State of Oregon
My Commission expires 04/04/2025

STATE OF OREGON

County of _____

This record was acknowledged before me on September ____, 2022, by Michael W. Fritz, Trustee of the Michael W. Fritz Trust UTA DTD April 2, 2015

Notary Public - State of Oregon

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MAY 10 2023

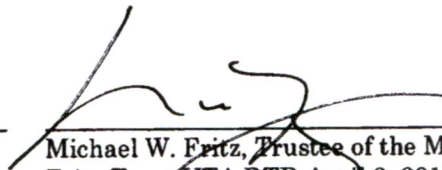
OWRD

GRANTOR:

GRANTEE:

Sandelie Golf Club, Inc., an Oregon corporation

By: _____
Janet Kaiser, President



Michael W. Fritz, Trustee of the Michael W. Fritz Trust UTA DTD April 2, 2015

STATE OF OREGON

County of _____

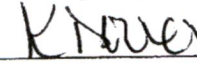
This record was acknowledged before me on September____, 2022, by Janet Kaiser as President of Sandelie Golf Club, Inc., an Oregon corporation.

Notary Public – State of Oregon

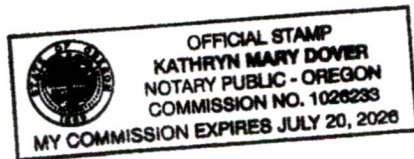
STATE OF OREGON

County of Clackamas

This record was acknowledged before me on September 23, 2022, by Michael W. Fritz, Trustee of the Michael W. Fritz Trust UTA DTD April 2, 2015



Notary Public – State of Oregon



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EXHIBIT A

Sandelie Property

PARCEL VI:

That portion of the South one-half of the Northwest one-quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the Northeast corner of the South one-half of the Northwest one-quarter of said Section 16; thence West along the North line of said South one-half of the Northwest one-quarter 40.00 chains to the Northwest corner of said South one-half of the Northwest one-quarter; thence South along the West line of said Section 16; a distance of 16.71 chains to a point 3.29 chains North of the West one-quarter corner of said section; thence East parallel with the South line of the Northwest one-quarter of said Section 16, a distance of 30.50 chains to a basalt stone marked "X" on top, the same being an angle corner of Tract No. 3 as recorded in Circuit Court Journal 22, page 155, et seq., records of said County of Clackamas; thence North 9.50 chains to a basalt stone marked "X" on top, the same being the Northwest corner of said Tract No. 3; thence East along the Northerly boundary of said Tract No. 3; a distance of 9.50 chains to a stone marked "X" on top, set in the center line of county road, the same being a re-entrant corner of said Tract No. 3; thence North along said center line of road 7.21 chains to the point of beginning.

EXCEPTING THEREFROM that portion lying within SANDELIE ESTATES NO. 3, a duly recorded plat in Clackamas County, Oregon.

ALSO EXCEPTING THEREFROM that portion conveyed to F. J. Hoesly, et ux, by Warranty Deed Recorded August 5, 1968 as Recorder's Fee No. 68-016111 and described as follows:

Beginning at a point South 0°12' West, 1286.90 feet and North 89°48' West, 30 feet from a 1 1/4 inch iron pipe which is at the North one-quarter corner of Section 16, Township 3 South, Range 1 East, of the Willamette Meridian; said true point of beginning being the Southeast corner of SANDELIE ESTATES NO. 2; thence South 0°12' West 100 feet; thence North 89°48' West 200 feet; thence North 0°12' East 100 feet; thence South 89°48' East 200 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion lying within public roads.

PARCEL VII:

That portion of the Southeast one-quarter of the Northwest one-quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a basalt rock marked "X" on top set in the center of county road at a point 3.29 chains North of the center of said Section 16; thence West parallel with the South line of the Southeast one-quarter of the Northwest one-quarter of said Section, 9.50 chains to a basalt rock marked "X" on top, thence North 9.50 chains to a basalt rock marked "X" on top; thence East 9.50 chains to a basalt rock marked "X" on top in the center of said county road; thence South along the center of said county road 9.50 chains to the point of beginning.

EXCEPTING THEREFROM PARCELS A, B AND C AS FOLLOWS:

PARCEL A

Starting at the North quarter corner of Section 16, Township 3 South, Range 1 East, thence South 0°12' West 1386.90 feet, thence South 89°48' West 30.0 feet, thence South 0°12' West 800.0 feet which is the initial property point, thence South 0°12' West 92.0 feet, thence North 89°48' West 160.0 feet, thence North 0°12' East 92.0 feet, thence South 89°48' East 160.0 feet to the initial point.

PARCEL B

Starting at the North quarter corner of Section 16, Township 3 South, Range 1 East, thence South 0°12' East 1386.90 feet, thence South 89°48' West 30.0 feet, thence South 0°12' West 892.0 feet which is the initial property point, thence South 0°12' West 92.0 feet, thence North 89°48' West 160.0 feet, thence North 0°12' East 92.0 feet, thence South 89°48' East 160 feet to the initial point.

PARCEL C

Starting at the North quarter corner of Section 16, Township 3 South, Range 1 East, thence South 0°12' West 1386.90 feet, thence South 89°48' West 30.0 feet, thence South 0°12' West 984.0 feet which is the property initial point, thence South 0°12' West 91.7 feet, thence North 89°48' West 160.0 feet, thence North 0°12' East 91.7 feet, thence South 89°48' East 160.0 feet to the initial property point.

EXCEPTING THEREFROM that portion lying within SANDELIE ESTATES NO. 3, a duly recorded plat in Clackamas County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying within Lots 8 and 9, SANDELIE ESTATES NO. 4, a duly recorded plat in Clackamas County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying within public roads.

PARCEL VIII:

Part of the South one-half of the Northwest one-quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, and part of Tracts 7 and 8 of THO'S BUCKMAN TRACTS, as recorded in Plat Book 5, at page 16, Plat Records, described as follows:

Beginning at the one-quarter section corner on the West line of said Section 16; thence North 3.29 chains; thence East parallel with the one-quarter section line, 40.00 chains to a stone marked "X" on top set on the North and South one-quarter section line of said Section 16; thence South on said one-quarter section line 3.29 chains, more or less, to the center of said section 16; thence continue South on the one-quarter section line, 4.21 chains, more or less, to the Northeast corner of a tract of land conveyed to R.C. Scoffern, by Deed recorded in Book 166, Page 146, Deed Records; thence West along the North line of said Scoffern Tract 40.00 chains, more or less, to the West line of said Section; thence North along the West line of said Section 4.21 chains, more or less, to the place of beginning.

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WELL EASEMENT AND WATER USE AGREEMENT
PAGE 2

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EXCEPTING THEREFROM the East ten acres thereof, as described in Contract of Sale, recorded September 9, 1968 as Recorder's Fee No. 68-018659.

PARCEL IX:

Part of the South one-half of the Northwest one-quarter and part of the North one-half of the Southwest one-quarter of Section 16, Township 3 South, Range 1 East, of the Willamette Meridian, being a part of Tracts 7 and 8, THO'S BUCKMAN TRACTS, a plat of record in Plat Book 5, Page 16, in the County of Clackamas and State of Oregon, being that property described in Deed recorded November 30, 1971 as Recorder's Fee No. 71-033741 and being more particularly described as follows:

Beginning at the one-quarter Section corner on the West line of said Section 16, thence North 3.29 chains; thence East parallel with the one-quarter Section line, 1760 feet to the true point of beginning; thence continuing East 246.49 feet to a point; thence South 16°46' West 516.98 feet to a point; thence West parallel to the one-quarter Section line 97.30 feet to a point; thence North 495 feet to the true point of beginning.

PARCEL X:

Part of the North one-half of the Southwest one-quarter of Section 16, Township 3 South, Range 1 East, of the Willamette Meridian, being a part of Tracts 6, 7 and 8, THO'S BUCKMAN TRACTS, a plat of record in Plat Book 5, Page 16, in the County of Clackamas and State of Oregon, being described as follows:

Beginning at a point on the Section line 11.71 chains South of the one-quarter section corner on the West side of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon; thence North on the Section line 7.50 chains; thence East 40.00 chains to the one-quarter Section line; thence South 7.50 chains; thence West 40.00 chains to the point of beginning.

EXCEPTING THEREFROM the Easterly 782.70 feet as determined by an iron rod set in the Northerly fence line of said tract.

PARCEL XI:

Part of the Southwest one-quarter of Section 16, Township 3 South, Range 1 East, of the Willamette Meridian, being a part of Tracts 6 and 8, THO'S BUCKMAN TRACTS, a plat of record in Plat Book 5, Page 16, in the County of Clackamas and State of Oregon, being described as follows:

Beginning at the Southwest corner of said Lot 8 on the West line of said Section 16, being 21.50 chains South of the one-quarter corner on said West line; thence North 9.79 chains along said West line to the Southwest corner of the tract described in Deed to Alvin Miska, et ux, recorded July 31, 1944, in Deed Book 329, Page 237, Deed Records; thence East 40.00 chains along the South line of said Miska tract to the East line of said Southwest one-quarter; thence South 6.04 chains to the Northeast corner of the tract in Deed to George E. Fell, et ux, recorded June 14, 1951, in Deed Book 445, Page 403, Deed Records; thence West 25.95 chains along the North

line of said Fell tract to the West line of said Lot 6; thence North along the West line of Lot 6, 0.40 chains to the Southeast line of said Lot 8; thence along the Southeasterly and South line of said Lot 8 the following courses and distances: South 55° West 1.80 chains; South 68°50' West 7.50 chains; and West 5.85 chains to the point of beginning.

EXCEPTING THEREFROM that portion lying within public roads.

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EXHIBIT C
Water Right Certificate 50575

STATE OF OREGON
COUNTY OF CLACKAMAS

CERTIFICATE OF WATER RIGHT

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This Is to Certify, That SANDELIE GOLF CLUB, INC.

of 28333 SW Mountain Road, West Linn, State of Oregon 97068, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of two wells

a tributary of Willamette River for the purpose of irrigation of 51.5 acres

under Permit No. G-6433 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from April 25, 1975 that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.64 cubic foot per second, being 0.32 cfs from each well

or its equivalent in case of rotation, measured at the point of diversion from the well. The well is located in the SW 1/4 NW 1/4, NE 1/4 SW 1/4, Section 16, T3S, R1E, WM; Well 1 - 2,050 feet South and 1,560 feet West, Well 2 - 3,780 feet South and 360 feet West, both from N 1/4 Corner, Section 16

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 1/2 acre-feet per acre for each acre irrigated during the irrigation season of each year

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

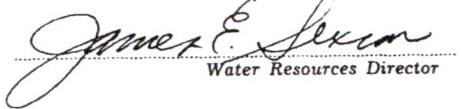
A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

- 11.8 acres NE 1/4 NW 1/4
 - 12.4 acres SW 1/4 NW 1/4
 - 15.5 acres SE 1/4 NW 1/4
 - 7.6 acres NE 1/4 SW 1/4
 - 4.2 acres NW 1/4 SW 1/4
- Section 16
Township 3 South, Range 1 East, WM

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the Water Resources Director, affixed

this date February 12, 1982


Water Resources Director

Recorded in State Record of Water Right Certificates, Volume 44, page 50575

8300A

Exhibit C
Page 1 of 2

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EXHIBIT B

Fritz Property

PARCEL I:

All of the East one-half of the North one-half of the Northwest one-quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM the Northerly 330 feet.

ALSO EXCEPTING THEREFROM that portion lying within the plat of SANDELIE ESTATES NO. 2.

ALSO EXCEPTING THEREFROM that portion conveyed to F. J. Hoesly, et ux, by Warranty Deed recorded August 5, 1968 as Recorder's Fee No. 68 16111 and described as follows:

Beginning at a point South 0° 12' West, 1286.90 feet and North 89° 48' West, 30 feet from a 1/4 inch iron pipe which is at the North one-quarter corner of Section 16, Township 3 South, Range 1 East, Willamette Meridian; said true point of beginning being the Southeast corner of SANDELIE ESTATES NO. 2; thence South 0° 12' West 100 feet; thence North 89° 48' West 200 feet; thence North 0° 12' East 100 feet; thence South 89° 48' East 200 feet to the point of beginning.

ALSO EXCEPTING THEREFROM that portion lying within public roads.

PARCEL II:

The Northerly 330 feet of the East one-half of the North one-half of the Northwest one quarter of Section 16, Township 3 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that portion lying within the plat of SANDELIE ESTATES NO. 1.

ALSO EXCEPTING THEREFROM that portion lying within public roads.

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**Oregon Water Resources Department
Water Right Services Division**

Water Rights Application
Number G-16499

**Final Order
Extension of Time for Permit Number G-16291
Permit Holder: Sandelic Golf Club, Inc.**

Permit Information

Application File G-16499 Permit G-16291

Basin: 2 – Willamette / Watermaster District 16

Date of Priority: July 20, 2005

Authorized Use of Water

Source of Water: Well 1 (CLAC 9317) and Well 2 (CLAC 9316) in
Willamette River Basin

Purpose of Use: Irrigation of 162.6 Acres

Maximum Rate: 406.5 Acre Feet per year, further limited to an instantaneous
rate of 2.0 Cubic Feet per Second (cfs)

**This Extension of Time request is being processed in accordance with
Oregon Revised Statute 537.630 and 539.010(5), and Oregon Administrative
Rule Chapter 690, Division 315**

Application History

Permit G-16291 was issued by the Department on January 31, 2008. The permit called for completion of construction and complete application of water to beneficial use by October 1, 2012. On January 22, 2013, Sandelic Golf Club, Inc. submitted to the Department an Application for Extension of Time for Permit G-16291. In accordance with OAR 690-315-0050(2), on May 28, 2013, the Department issued a Proposed Final Order proposing to extend the time to

Final Order: Permit G-16291

Page 1 of 3

Appeal Rights

This is a final order in other than a contested case. This order is subject to judicial review under ORS 183.484. A request for judicial review must be filed within the 60 day time period specified by ORS 183.484(2). Pursuant to ORS 183.075 and OAR 137-004-0080 you may either file for judicial review, or petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied.

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complete construction and the time to fully apply water to beneficial use to October 1, 2032. The protest period closed July 12, 2013, in accordance with OAR 690-315-0060(1). No protest was filed.

Findings of Fact

The Department adopts and incorporates by reference the findings of fact in the Proposed Final Order dated May 28, 2013.

At time of issuance of the Proposed Final Order the Department concluded that, based on the factors demonstrated by the applicant, any comments received, and information within the file, the permit may be extended subject to the following condition:

CONDITION

1. Checkpoint Condition

The permit holder must submit a completed Progress Report Form to the Department by **October 1, 2017, 2022, and 2027. Forms will be enclosed with your Final Order.**

- (a) At each checkpoint, the permit holder shall submit and the Department shall review evidence of the permit holder's diligence towards completion of the project and compliance with terms and conditions of the permit and extension. If, after this review, the Department determines the permit holder has not been diligent in developing and perfecting the water use permit, or complied with all terms and conditions, the Department shall modify or further condition the permit or extension to ensure future compliance, or begin cancellation proceedings on the undeveloped portion of the permit pursuant to ORS 537.260 or 537.410, or require submission of a final proof survey pursuant to ORS 537.250;
- (b) The Department shall provide notice of receipt of progress reports in its weekly notice and shall allow a 30 day comment period for each report. The Department shall provide notice of its determination to anyone who submitted comments.

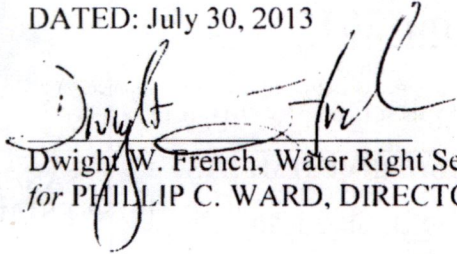
CONCLUSION OF LAW

The applicant has demonstrated good cause for the permit extension pursuant to ORS 537.630, 539.010(5) and OAR 690-315-0040(2).

Order

The extension of time for Application G-16499, Permit G-16291, therefore, is approved subject to conditions contained herein. The deadline for completing construction and for applying water to full beneficial use within the terms and conditions of the permit is extended from October 1, 2012 to October 1, 2032.

DATED: July 30, 2013



Dwight W. French, Water Right Services Administrator,
for PHILLIP C. WARD, DIRECTOR

-
- If you have any questions about statements contained in this document, please contact Michele McAleer at (503) 986-0825.
 - If you have other questions about the Department or any of its programs, please contact our Water Resources Customer Service Group at (503) 986-0900
-



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us

**Extension of Time
 Progress Report Form
 For Checkpoints**

TO THE DIRECTOR OF THE OREGON WATER RESOURCES DEPARTMENT

Permit Holder: Sandelie Golf Club, Inc.

Application G-16499
 Permit G-16291

Report Due no later than October 1, 2017

DO NOT SUBMIT PRIOR TO 30 DAYS BEFORE DUE DATE

Progress Report Form for 2017

As authorized in ORS 690-315-0050(6), this progress report is required in order to ensure diligence is exercised in the development and
 perfections of Permit G-16291. FAILURE TO SUBMIT THIS REPORT WILL MOST LIKELY RESULT IN ANY FUTURE EXTENSION
 BEING DENIED.

INSERT DATES	LIST ALL WORK ACCOMPLISHED and FINANCIAL INVESTMENTS For the period of time between October 1, 2012 and October 1, 2017	FINANCIAL INVESTMENT

2. Compliance with terms and conditions of the permit and/or previous extension.

3. Total number of acres irrigated to date= _____ (if applicable)

4. Provide the maximum rate, or duty if applicable, of water diverted for beneficial use under this permit, if any, made to date.

Maximum rate used to date = _____ cfs (cubic feet per second), or

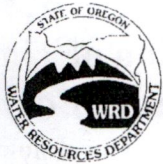
Maximum rate used to date = _____ gpm (gallons per minute), or

Acre Feet stored to date = _____ AF

Report the rate in the same units of measurement as specified in the permit, being cfs (cubic feet per second), gpm (gallons per minute) or AF (acre-feet). Do not provide daily, monthly or annual water volume totals.

INCOMPLETE REPORTS WILL BE RETURNED. AN ANSWER IS REQUIRED IN EACH ITEM. USE N/A FOR ITEM 3 IF THE USE IS NOT IRRIGATION.

Signature _____ Date _____



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us

**Extension of Time
 Progress Report Form
 For Checkpoints**

TO THE DIRECTOR OF THE OREGON WATER RESOURCES DEPARTMENT

Permit Holder: Sandelie Golf Club, Inc.

Application G-16499
 Permit G-16291

Report Due no later than October 1, 2022

DO NOT SUBMIT PRIOR TO 30 DAYS BEFORE DUE DATE

Progress Report Form for 2022

As authorized in ORS 690-315-0050(6), this progress report is required in order to ensure diligence is exercised in the development and
 perfections of Permit G-16291. FAILURE TO SUBMIT THIS REPORT WILL MOST LIKELY RESULT IN ANY FUTURE EXTENSION
 BEING DENIED.

INSERT DATES	LIST ALL WORK ACCOMPLISHED and FINANCIAL INVESTMENTS For the period of time between October 1, 2012 and October 1, 2022	FINANCIAL INVESTMENT

2. Compliance with terms and conditions of the permit and/or previous extension.

3. Total number of acres irrigated to date= _____ (if applicable)

4. Provide the maximum rate, or duty if applicable, of water diverted for beneficial use under this permit, if any, made to date.

Maximum rate used to date = _____ cfs (cubic feet per second), or

Maximum rate used to date = _____ gpm (gallons per minute), or

Acre Feet stored to date = _____ AF

Report the rate in the same units of measurement as specified in the permit, being cfs (cubic feet per second), gpm (gallons per minute) or AF (acre-feet). Do not provide daily, monthly or annual water volume totals.

INCOMPLETE REPORTS WILL BE RETURNED. AN ANSWER IS REQUIRED IN EACH ITEM. USE N/A FOR ITEM 3 IF THE USE IS NOT IRRIGATION.

Signature _____ Date _____



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us

Extension of Time Progress Report Form For Checkpoints

TO THE DIRECTOR OF THE OREGON WATER RESOURCES DEPARTMENT

Permit Holder: Sandelie Golf Club, Inc.

Application G-16499
 Permit G-16291

Report Due no later than October 1, 2027

DO NOT SUBMIT PRIOR TO 30 DAYS BEFORE DUE DATE

Progress Report Form for 2027

As authorized in ORS 690-315-0050(6), this progress report is required in order to ensure diligence is exercised in the development and
 perfections of Permit G-16291. FAILURE TO SUBMIT THIS REPORT WILL MOST LIKELY RESULT IN ANY FUTURE EXTENSION
 BEING DENIED.

INSERT DATES	LIST ALL WORK ACCOMPLISHED and FINANCIAL INVESTMENTS For the period of time between October 1, 2012 and October 1, 2027	FINANCIAL INVESTMENT

2. Compliance with terms and conditions of the permit and/or previous extension.

3. Total number of acres irrigated to date= _____ (if applicable)

4. Provide the maximum rate, or duty if applicable, of water diverted for beneficial use under this permit, if any, made to date.

Maximum rate used to date = _____ cfs (cubic feet per second), or
 Maximum rate used to date = _____ gpm (gallons per minute), or
 Acre Feet stored to date = _____ AF

Report the rate in the same units of measurement as specified in the permit, being cfs (cubic feet per second), gpm (gallons per minute) or AF (acre-feet). Do not provide daily, monthly or annual water volume totals.

INCOMPLETE REPORTS WILL BE RETURNED. AN ANSWER IS REQUIRED IN EACH ITEM. USE N/A FOR ITEM 3 IF THE USE IS NOT IRRIGATION.

Signature _____ Date _____

14244 -

STATE OF OREGON

COUNTY OF CLACKAMAS

PERMIT TO APPROPRIATE THE PUBLIC WATERS

THIS PERMIT IS HEREBY ISSUED TO

SANDELIE GOLF CLUB INC
28333 SW MOUNTAIN RD
WEST LINN, OR 97068

The specific limits and conditions of the use are listed below.

APPLICATION FILE NUMBER: G-16499

SOURCE OF WATER: WELL 1 (CLAC 9317) AND WELL 2 (CLAC 9316) IN WILLAMETTE RIVER BASIN

PURPOSE OR USE: IRRIGATION USE ON 162.6 ACRES

MAXIMUM VOLUME: 406.5 ACRE FEET PER YEAR, FURTHER LIMITED TO AN INSTANTANEOUS RATE OF 2.0 CUBIC FEET PER SECOND

PERIOD OF USE: MARCH 1 THROUGH OCTOBER 31

DATE OF PRIORITY: JULY 20, 2005

WELL LOCATIONS:

WELL 1 (CLAC 9317): SW $\frac{1}{4}$ NW $\frac{1}{4}$, SECTION 16, T3S, R1E, W.M.; 2050 FEET SOUTH & 1560 FEET WEST FROM N1/4 CORNER, SECTION 16

WELL 2 (CLAC 9316): NE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 16, T3S, R1E, W.M.; 3780 FEET SOUTH & 360 FEET WEST FROM N1/4 CORNER, SECTION 16

The amount of water used for irrigation under this right, together with the amount secured under any other right existing for the same lands, is limited to 2.5 acre-feet for each acre irrigated during the irrigation season of each year.

THE PLACE OF USE IS LOCATED AS FOLLOWS:

NE $\frac{1}{4}$ NW $\frac{1}{4}$ 30.9 ACRES
SW $\frac{1}{4}$ NW $\frac{1}{4}$ 39.8 ACRES
SE $\frac{1}{4}$ NW $\frac{1}{4}$ 30.7 ACRES
NE $\frac{1}{4}$ SW $\frac{1}{4}$ 21.2 ACRES
NW $\frac{1}{4}$ SW $\frac{1}{4}$ 38.6 ACRES
SW $\frac{1}{4}$ SW $\frac{1}{4}$ 1.4 ACRES

SECTION 16

TOWNSHIP 3 SOUTH, RANGE 1 EAST, W.M.

Measurement, recording and reporting conditions:

- A. Before water use may begin under this permit, the permittee shall install a totalizing flow meter or other suitable measuring device as approved by the Director at each point of appropriation. The permittee shall maintain the meter or measuring device in good working order, shall keep a complete record of the amount of water used each month, and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the permittee to report general water-use information, including the place and nature of use of water under the permit.
- B. The permittee shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

Use of water from the wells, as allowed herein, shall be controlled or shut off if the wells display:

- (a) An average water level decline of three or more feet per year for five consecutive years; or
- (b) A total water level decline of fifteen or more feet; or
- (c) A hydraulic interference decline of fifteen or more feet in any neighboring well providing water for senior exempt uses or wells covered by prior rights.

For the purpose of determining declines, the reference levels that shall be used are 93.03 feet below land surface for Well 1 and 99.65 feet below land surface for Well 2.

The permittee/appropriator shall be responsible for complying with each of the following requirements for measuring water levels in the wells:

- (a) A water level measurement shall be made each year during the period March 1 through March 31.
- (b) All water level measurements shall be made by a qualified individual. Qualified individuals are certified water rights examiners, registered geologists, registered professional engineers, licensed land surveyors, licensed water well constructor, licensed pump installer, or the permittee/appropriator.
- (c) Any qualified individual measuring a well shall use standard methods of procedure and equipment designed for the purpose of

well measurement. The equipment used shall be well suited to the conditions of construction at the well. A list of standard methods of procedure and suitable equipment shall be available from the Department.

- (d) The permittee/appropriator shall submit a record of the measurement to the Department on a form available from the Department. The record of measurement shall include both measurements and calculations, shall include a certification as to their accuracy signed by the individual making the measurements, and shall be submitted to the Department within 90 days from the date of measurement. The Department shall determine when any of the declines cited in section (1) are evidenced by the well measurement required in section (3).

STANDARD CONDITIONS

If the number, location, source, or construction of any well deviates from that proposed in the permit application or required by permit conditions, this permit may not be valid, unless the Department authorizes the change in writing.

If substantial interference with a senior water right occurs due to withdrawal of water from any well listed on this permit, then use of water from the well(s) shall be discontinued or reduced and/or the schedule of withdrawal shall be regulated until or unless the Department approves or implements an alternative administrative action to mitigate the interference. The Department encourages junior and senior appropriators to jointly develop plans to mitigate interferences.

The wells shall be constructed in accordance with the General Standards for the Construction and Maintenance of Water Wells in Oregon. The works shall be equipped with a usable access port, and may also include an air line and pressure gauge adequate to determine water level elevation in the well at all times.

Where two or more water users agree among themselves as to the manner of rotation in the use of water and such agreement is placed in writing and filed by such water users with the watermaster, and such rotation system does not infringe upon such prior rights of any water user not a party to such rotation plan, the watermaster shall distribute the water according to such agreement.

Prior to receiving a certificate of water right, the permit holder shall submit the results of a pump test meeting the department's standards, to the Water Resources Department. The Director may require water level or pump test results every ten years thereafter.

Failure to comply with any of the provisions of this permit may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the permit.

This permit is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

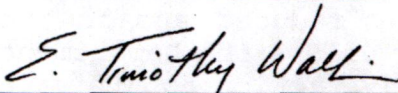
By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The use of water shall be limited when it interferes with any prior surface or ground water rights.

Completion of construction and complete application of the water to the use shall be made on or before October 1, 2012. If the water is not completely applied before this date, and the permittee wishes to continue development under the permit, the permittee must submit an application for extension of time, which may be approved based upon the merit of the application.

Within one year after complete application of water to the proposed use, the permittee shall submit a claim of beneficial use, which includes a map and report, prepared by a Certified Water Rights Examiner (CWRE).

Issued January 31, 2008



for Phillip C. Ward, Director
Water Resources Department