

Application for a Permit to
Store Water in a Reservoir
 Alternate Review (ORS 537.409)



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

You may use this form for any reservoir storing less than 9.2 acre-feet *or* with a dam less than 10 feet high.

Use a separate form for each reservoir

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

NAME		PHONE (HM)	
PHONE (WK)	CELL	FAX	
MAILING ADDRESS			
CITY	STATE	ZIP	E-MAIL *

Organization

NAME		PHONE	FAX
SHORTLAND GOLF CLUB AKA SHORTY'S GOLF COURSE LLC c/o MIKE FRITZ		503-969-1771	
MAILING ADDRESS			CELL
16842 ALDER CIRCLE			
CITY	STATE	ZIP	E-MAIL *
LAKE OSWEGO	OR	97034	MW.FRITZ22@GMAIL.COM

Agent – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT / BUSINESS NAME		PHONE	FAX
DOANN HAMILTON / PACIFIC HYDRO-GEOLOGY, INC.		503-632-5016	503-632-5983
MAILING ADDRESS			CELL
18487 S. VALLEY VISTA ROAD			503-349-6946
CITY	STATE	ZIP	E-MAIL *
MULINO	OR	9704 2	PHGDMH@GMAIL.COM

Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the Department electronically.
 (Paper copies of the final order documents will also be mailed.)

RECEIVED
 JAN 4 2024

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot legally store water until the Water Resources Department issues a permit.
- Oregon law requires that a permit be issued before beginning construction. Acceptance of this application does not guarantee a permit will be issued.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to get water to which they are entitled.

OWRD

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

Applicant Signature 	Print Name and Title if applicable Michael W Fritz (owner)	Date 10/24/2023
-------------------------	---	--------------------

Applicant Signature

Print Name and Title if applicable

Date

SECTION 2: SOURCE OF WATER AND LOCATION OF RESERVOIR

Reservoir name:	Reservoir				
Source*:	Run-off	Tributary:	Willamette River		
County:	Clackamas				
Quantity:	3.5 Acre-Feet [length x width x depth / 43,560]				
Reservoir Location:	Township (N or S)	Range (E or W)	Section	Quarter-Quarter	Tax Lot #
	3S	1E	16	NENW	1100
Maximum Height of Dam:	1.0 feet. If excavated write "zero feet."				

* Provide the name of the water body or other source from which water will be diverted, and the name of the stream or lake it flows into. Indicate if source is run-off, seepage, an unnamed stream, or spring.

SECTION 3: WATER USE

Indicate the proposed use(s) of the stored water: Multi-purpose

NOTE: You may wish to consider filing for "Multipurpose use" for your reservoir. Multipurpose use does not limit the types of future uses for the stored water. Multipurpose covers all uses, which may include stock water, fish and wildlife, domestic, irrigation, agriculture, fire protection and pollution abatement.

SECTION 4: PROPERTY OWNERSHIP

Do you own all the land where you propose to divert, transport, and use water?

- Yes (please check appropriate box below then skip to section 5)
 - There are no encumbrances
 - This land is encumbered by easements, right of way, roads of way, roads or other encumbrances
- No (Please check the appropriate box below)
 - I have a recorded easement or written authorization permitting access.
 - I do not currently have written authorization or easement permitting access.
 - Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040). (Do not check this box if you described your use as "Multipurpose" in #3 above.)

Revised 1-4-24 DJ

List the names and mailing addresses of all affected landowners:

NA

RECEIVED
JAN 04 2024
OWRD

Applicant Signature

Print Name and Title if applicable

Date

SECTION 2: SOURCE OF WATER AND LOCATION OF RESERVOIR

Reservoir name:	Reservoir				
Source*:	Run-off	Tributary:	Willamette River		
County:	Clackamas				
Quantity:	3.5 Acre-Feet [length x width x depth / 43,560]				
Reservoir Location:	Township (N or S)	Range (E or W)	Section	Quarter-Quarter	Tax Lot #
	3S	1E	16	NENW	1100
Maximum Height of Dam:	1.0 feet. If excavated write "zero feet."				

* Provide the name of the water body or other source from which water will be diverted, and the name of the stream or lake it flows into. Indicate if source is run-off, seepage, an unnamed stream, or spring.

SECTION 3: WATER USE

Indicate the proposed use(s) of the stored water: Multi-purpose

NOTE: You may wish to consider filing for "Multipurpose use" for your reservoir. Multipurpose use does not limit the types of future uses for the stored water. Multipurpose covers all uses, which may include stock water, fish and wildlife, domestic, irrigation, agriculture, fire protection and pollution abatement.

SECTION 4: PROPERTY OWNERSHIP

Do you own all the land where you propose to divert, transport, and use water?

- Yes (please check appropriate box below then skip to section 5)
 - There are no encumbrances
 - This land is encumbered by easements, right of way, roads of way, roads or other encumbrances
- No (Please check the appropriate box below)
 - I have a recorded easement or written authorization permitting access.
 - I do not currently have written authorization or easement permitting access.
 - Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040). (Do not check this box if you described your use as "Multipurpose" in #3 above.)

List the names and mailing addresses of all affected landowners:

NA

Superseded

RECEIVED
JAN 4 2024
OWRD

SECTION 5: ENVIRONMENTAL IMPACT

Channel: Is the Reservoir: in-stream or off channel?

Wetland: Is the project in a wetland? YES NO unknown

Existing: Is this an existing reservoir? YES NO

If YES, how long has it been in place? NA years.

Fish Habitat: Is there a fish habitat upstream of the proposed structure? YES NO unknown

If YES, how much? miles.

Existing: Have you been working with other agencies? YES NO

Indicate agency, staff and phone numbers of those involved. Also indicate any agencies that are cost sharing in this project. **NA**

SECTION 6: WITHIN A DISTRICT

Check here if the point of diversion or place of use are located within or served by an irrigation or other water district.

Irrigation District Name: NA		Address:	
City:	State:	Zip:	

SECTION 7: DESCRIPTION

Provide a short description of the design and operation of the proposed diversion, including a description of how live flow will be passed outside the authorized storage season. Use this space for narrative. You may also provide narrative and sketches on separate pages.

The pond will be dug out with a 1.0 foot berm around the pond. The pond is lined with 30 mil PVC liner. Water will be collected from runoff. The pond is designed with a spillway on the west side of the pond discharging excess water to a ditch draining into the unnamed creek.

The reservoir will also be used as a bulge in the system to store groundwater to be used under App G-16899/Permit G-16291 and Certificate 50575 during the day for irrigation at night.

See attached engineer design and cross-section.

If the diversion involves a dam, use this space below for sketches of the diversion (e.g. cross-section of the dam with its dimensions, dimension and placement of outlet pipe, means of passing live flow outside of the authorized storage season, and means for providing fish passage).

RECEIVED
JAN 4 2024
OWRD

Watermaster Alternate Reservoir Application Review Sheet


In lieu of the water right application process set forth in ORS 537.140 to 537.211, an owner of a reservoir may submit an alternate reservoir application for a reservoir that has a storage capacity less than 9.2 acre-feet or a dam or impoundment structure less than 10 feet in height. ORS 537.409 describes the criteria used to evaluate alternate reservoir applications.

The review shall be limited to issues pertaining to: a) water availability, b) potential detrimental impact to existing fishery resources; and c) potential injury to existing water rights. (ORS 537.409 (6))

Within 60 days after the Water Resources Department provides public notice, any person may submit detailed, legally obtained information in writing, requesting the Department to deny the application for a permit on the basis that the reservoir: (a) Would result in injury to an existing water right; or (b) Would pose a significant detrimental impact to existing fishery resources. (ORS 537.409 (5))

Applicant's Name Shortland Golf Club 3S1E Sec 16NENW TL 1100		
1. Does the proposed reservoir have the potential to injure existing water rights? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Explain:		
2. Can conditions be applied to mitigate the potential injury to existing water rights? <input type="checkbox"/> YES <input type="checkbox"/> NO Explain: NA		
3. Is water available for the proposed reservoir? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
4. If yes, during what period? Beginning: Jan 1 End: Dec 31 Attach a WARS printout at 50% exceedance. If WARS does not cover the proposed location, make a recommendation for a storage season based upon regulation history and your knowledge of the location. (Water Availability for Reservoir Policy found under OAR 690-410-0070(2)(c))		
5. Did you meet with staff from another agency to discuss this application? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Who:	Agency:	Date:
Who:	Agency:	Date:

Watermaster Name: Joel Plahn

Watermaster Signature:  Date: 10/24/2023

Digitally signed by Joel Plahn
DN: cn=US, ou=District 22 Watermaster,
o=Water Resources Department,
cn=Joel Plahn,
e=joel.m.plahn@water.oregon.gov
Reason: I am the author of this document
Location: District 22 Watermaster
Date: 2023.10.24 14:04:34-07'00'
Foxit PDF Editor Version: 11.2.7

NOTE: This completed form must be returned to the applicant

RECEIVED

JAN 4 2024

OWRD

ODFW Alternate Reservoir Application Review Sheet

This portion to be completed by the applicant.

Applicant Name: Shortland Golf Club AKA Shorty's golf course LLC c/o Mike Fritz

RECEIVED

Address: 16842 Alder Circle, Lake Oswego OR. 97034

JAN 4 2024

Phone/Email: 503-969-1771 / mw.fritz22@gmail.com

OWRD

Reservoir Name: Reservoir

Volume (AF): 3.5

Source: Run-Off

Basin Name: Willamette River

in-channel

Twp Rng Sec QQ: 3S 1E 16 NENW

off-channel

Note: It is unlikely that ODFW will be able to complete this form while you wait, nevertheless we recommend making an appointment to submit the form so as to provide any necessary clarifications. See pg. 6 of Instructions for contact information.

This portion to be completed by Oregon Department of Fish and Wildlife (ODFW) staff.

1) Is the proposed project and AO¹ off channel?..... YES* NO
(if yes then proceed to #4; if no then proceed to #2)

**Based on available information, the proposed use does not appear to involve instream structures that would create or maintain an artificial obstruction. However, if the applicant creates or maintains an artificial obstruction to fish passage for the proposed use, the applicant will need to address Oregon's fish passage laws.*

2) Is the proposed project or AO located where NMF² are or were historically present?..... YES NO
(if yes then proceed to #3; if no then proceed to #4)

3) If NMF are or were historically present:

a. Is there an ODFW-approved fish-passage plan?..... YES NO

b. Is there an ODFW-approved fish-passage waiver or exemption?..... YES NO

If fish passage is required under ORS 509.580 through .910, then either 3(a) or 3(b) must be "Yes" to move forward with the application. If responses to 3(a) and 3(b) are "No", then the proposed reservoir does not meet the requirements of Oregon Fish Passage Law and shall not be constructed as proposed.

4) Would the proposed project pose any other significant detrimental impact to an existing fishery resource locally or downstream?..... YES NO

Explain below (for example, list STE species or other existing fishery resources that would be impacted negatively.)

Any diversion or appropriation of water for storage during the period April through October poses a

¹ AO = Artificial Obstruction means any dam, diversion, culvert or other human-made device placed in waters of this state that precludes or prevents the migration of native migratory fish. ORS 509.580 (1)

² NMF = Native Migratory Fish Species in Oregon as defined by OAR 635 - 412 - 0005 (32)

significant detrimental impact to existing fishery resources. (For example, if diversion of water for storage during a certain time period would cause a significant detrimental impact to an existing fishery resource, then ODFW should recommend conditions or limitations.) If NMF fish are present at the project site or point

of water diversion then the applicant should be advised that a fish screen consistent with screening criteria will be required.

- This proposed pond or reservoir contemplates impounding water in the Columbia Basin above Bonneville Dam. ODFW has determined that additional diversions of water in this area pose a significant detrimental impact to existing fishery resources during the period April 15 through September 30.

ESA-listed fish (winter steelhead, spring Chinook Salmon), sensitive species (Coastal Cutthroat Trout, Pacific Lamprey, and Oregon Chub), and other game fish (Coho Salmon, fall Chinook Salmon, and summer steelhead) may be present in the Willamette River during the period of impact. ODFW currently does not have an identified biological flow target for any nearby stream. However, based on parameters assessed by ODFW for the Willamette River, instream flows to fulfill MF182 and MF181 for aquatic life are being met wholly during the period of impact. ODFW also reviewed available information (Willamette Basin TMDL: Temperature) regarding water quality impairment and determined that the diversion of water for storage, would impair water quality that supports existing fishery resources (e.g., habitat) at or downstream of the Point of Diversion during April.1 – October.31, the Willamette River Temperature TMDL critical period for water temperature. This also includes any releases of stored water throughout the year from the reservoir to waters of the state (See water quality condition below). High stream temperatures can be directly lethal to aquatic life but may also have sublethal effects on growth and development during different life stages, as well as the swimming, feeding and reproductive ability of juveniles and adults.

Because of these reasons, the proposed use will diminish water quality, physical habitat, and/or alter the flow regime to which fish are naturally adapted. These changes will negatively affect their distribution, productivity, and abundance. Therefore, a further reduction in flow or alteration of habitat from the proposed use would result in a significant detrimental impact to an existing fishery resource without appropriate conditions and/or mitigation.

Impairment to Fishery Resource	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Water Quantity												
Water Quality												

If YES, can conditions be applied to mitigate the significant detrimental impact to an existing fishery resource?
 NO (explain) YES (select from Menu of Conditions on next page)

See applicable conditions selected from "Menu of Conditions" on next page

Water is only available to support the quality and quantity of biologically necessary flows at the POD and/or downstream November through March. ODFW recommends the season of use be restricted to coincide with this period or the proposed use be mitigated prior to issuance of a Proposed Final Order for any use outside of this period. Without appropriate mitigation and/or conditions, a further reduction in flow or alteration of habitat from the proposed water use will result in a significant detrimental impact to an existing fishery resource.

RECEIVED
 JAN 4 2024
 OWRD

Applicant Name: Shortland Golf Club AKA Shorty's golf course LLC c/o Mike Fritz
Review Date: 11/28/2023

ODFW Review

ODFW Signature: **Janna Stevens** Digitally signed by Janna Stevens
Date: 2023.11.28 08:52:11 -08'00' Print Name: Janna Stevens

ODFW Title: Water Planning Coordinator Date: 11/28/2023

NOTE: This completed form must be returned to the applicant.

Revised 10/4/12; reformatted 5/12/20

RECEIVED
JAN 4 2024
OWRD

MENU OF CONDITIONS FOR WRD, ODFW, DEQ AND ODA
Revised May 12, 2020, March 25, 2021

Use this menu to identify appropriate conditions to be included in the permit:

- Agricultural Water Quality Management Area Rules:** The permittee shall comply with basin-specific Agricultural Water Quality Management Area Rules described in Oregon Administrative Rule Chapter 603-095. The permittee shall protect riparian areas, including through irrigation practices and the management of any livestock, allowing site capable vegetation to establish and grow along streams, while providing the following functions: shade (on perennial and some intermittent streams), bank stability, and infiltration or filtration of overland runoff.
- b52** Water may be diverted only when Department of Environmental Quality sediment standards are being met.
- b5** The water user shall install and maintain adequate treatment facilities meeting current DEQ requirements to remove sediment before returning the water to the stream.
- b51a** The period of use has been limited to November through March.
- b57** Before water use may begin under this permit, a totalizing flow meter must be installed at each diversion point.
- b58** Before water use may begin under this permit, a staff gage that measures the entire range and stage between full reservoir level and dead-pool storage must be installed in the reservoir. The staff gage shall be United States Geological Survey style porcelain enamel iron staff gage style A, C, E or I.
- blv:** Water must be diverted to a trough or tank through an enclosed water delivery system. The delivery system must be equipped with an automatic shutoff or limiting flow control mechanism or include a means for returning water to the stream source through an enclosed delivery system. The use of water shall not exceed 0.10 cubic feet per second per 1000 head of livestock.
- Bypass Flows:** Per 690-410-0070 (2)(c), the following flows shall be bypassed or passed through the reservoir during the filling season:
- 1) When the biologically necessary flows identified below are not available immediately upstream of the impacted area, the permittee shall pass all live flow downstream at a rate equal to the inflow, minus the amount of mitigation water provided upstream, if applicable, and
 - 2) When the biologically necessary flows identified below are available immediately upstream of the impacted area, the permittee shall pass flow downstream at a rate equal to or greater than the biologically necessary flows.
- Once the reservoir has reached the permitted volume, all live flow shall be passed downstream at a rate equal to the inflow.
- The permittee shall quantify and document inflow and outflow and maintain the bypass flows for the life of the permit and subsequent certificate per the approved Bypass Plan. The bypass flow data shall be available upon request by the Oregon Water Resources Department, Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, or Oregon Department of Agriculture.
- fence:** The stream and its adjacent riparian area shall be fenced to exclude livestock.
- fishapprove:** The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.
- fishmay:** Notwithstanding that ODFW has made a determination that fish screens and/or by-pass devices are not necessary at the time of permit issuance, the permittee may be required in the future to install, maintain, and operate fish screening and by-pass devices to prevent fish from entering the proposed diversion and to provide adequate upstream and downstream passage for fish.
- fishpass:** As required by ORS 509.585, a person owning or operating an artificial obstruction (AO) may not construct or maintain any AO across any waters of this state that are inhabited, or historically inhabited, by native migratory fish (NMF) without providing passage for NMF. A person owning or operating an AO shall, prior to construction, fundamental change in permit status or abandonment of the AO in any waters of this state, obtain a determination from ODFW as to whether NMF are or historically have been present in the waters. If ODFW determines that NMF are or historically have been present in the waters, the person owning or operating the AO shall either submit a proposal for fish passage to ODFW or apply for a waiver or exemption. Approval of the proposed fish-passage facility, waiver, or exemption must be obtained from the department prior to construction, permit modification or abandonment of the AO. Approved fish-passage plans, waivers, and exemptions shall maintain adequate passage of NMF at all times (ORS 509.601) as per the approved plan, waiver or exemption.
- fishself:** The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream

Review Date: 11/28/2023

and downstream passage for fish. The required screen and by-pass devices are to be in place and functional prior to diversion of any water. Permittee shall obtain written approval from ODFW that the installation of the required screen and by-pass devices meets the state's criteria or the permittee shall submit documentation that ODFW has determined screens and/or by-pass devices are not necessary.

- Fish Stocking:** Per ORS 498.222 and OAR 635-007-0600, all persons transporting live fish in Oregon shall have a Fish Transport Permit (FTP) issued by the Oregon Department of Fish and Wildlife (ODFW). The permittee shall not stock fish in the reservoir without an FTP approved by ODFW. As part of the FTP permitting process, the permittee may be required to screen the inlet and outlet of the reservoir to ensure that fish cannot escape into public waters and/or to keep wild fish from entering the reservoir.
- futile call:** The use of water allowed herein may be made only at times when waters from the (NAME OF SURFACE WATER) would not otherwise flow into a tributary of the type here River or sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.
- In-Water Work:** Any in-water work related to construction, development, or maintenance of the proposed use shall be conducted during the preferred work period of type here unless an alternate time period is approved by the Oregon Department of Fish and Wildlife.
- Live Flow:** Once the allocated volume has been stored, permittee shall pass all live flow downstream at a rate equal to inflow, using methods that protect instream water quality.
- Off-Channel Stored Water Releases:** The permittee shall not release polluted water from this off-channel reservoir into waters of the state except when the release is directed by the State Engineer to prevent dam failure.
- On-Channel Reservoir:** The permittee shall design and operate the water storage facility such that all waters within and below the reservoir meet water quality criteria. The permittee shall develop a reservoir operations plan that details how water quality criteria and standards will be met. A Certified Water Rights Examiner shall verify that the reservoir operations are consistent with the plan before a certificate is issued. The reservoir operator shall maintain a copy of the plan and make it available for review upon request.
- riparian:** If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.
- Water Quality:** All water use under this permit shall comply with state and federal water quality laws. The permittee shall not violate any state and federal water quality standards, shall not cause pollution of any waters of the state, and shall not place or cause to be placed any wastes in a location where such wastes are likely to escape or be carried into the waters of the state by any means. The use may be restricted if the quality of source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards.
- wq:** The use may be restricted if the quality of the source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.

RECEIVED

JAN 4 2024

OWRD

Land Use Information Form



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301-1266503-986-0900
 www.oregon.gov/OWRD

NAME SHORTLAND GOLF CLUB AKA SHORTY'S GOLF COURSE LLC C/O MIKE FRITZ			PHONE (HM)		
PHONE (WK)		CELL 503-969-1771		FAX	
MAILING ADDRESS 16842 ALDER CIRCLE					
CITY LAKE OSWEGO		STATE OR	ZIP 97034	E-MAIL* MW.FRITZ22@GMAIL.COM	

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
3S	1E	16BA	_____	1100	_____	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Multipurpose
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	_____
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	_____
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	_____

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Clackamas County

RECEIVED

JAN 4 2024

B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

- Permit to Use or Store Water
 Water Right Transfer
 Permit Amendment or Ground Water Registration Modification
 Limited Water Use License
 Allocation of Conserved Water
 Exchange of Water

Source of water: Reservoir/Pond
 Ground Water
 Surface Water (name) _____

Estimated quantity of water needed: 3.5
 cubic feet per second
 gallons per minute
 acre-feet

Intended use of water: Irrigation
 Commercial
 Industrial
 Domestic for _____ household(s)
 Municipal
 Quasi-Municipal
 Instream
 Other Multipurpose

Briefly describe:

A new reservoir permit to store water for multipurpose use.

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department.

For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land-use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s):
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
Z0038-23-E & Z0373-23-MOD (NCL) (MODIFICATION)	Refer to attached Land Use Decisions	<input checked="" type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

Name: Annabelle Lind Title: Planner II

Signature:  Phone: 503-742-4500 Date: 12/20/2023

Government Entity: Clackamas County - Planning & Zoning

Note to local government representative: Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

Receipt for Request for Land Use Information

Applicant name: _____

RECEIVED

JAN 4 2024

WRD

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

RECEIVED

JAN 4 2024

OWRD

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.

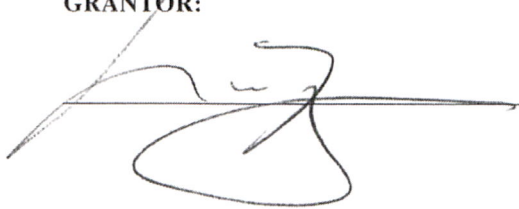
RECEIVED

JAN 4 2024

DATED: November 8, 2022.

GRANTOR:

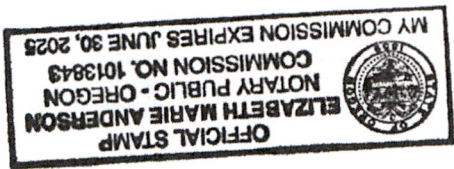
OWRD

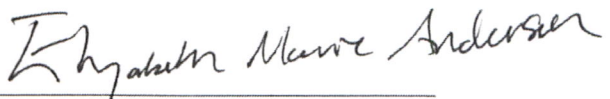


ACKNOWLEDGEMENT:

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

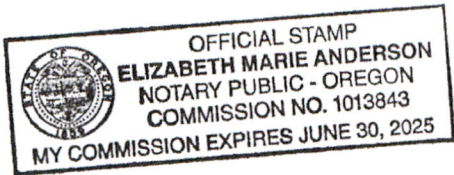


EXHIBIT "A"
LEGAL DESCRIPTION

RECEIVED

JAN 4 2024

28333 SW Mountain Road, West Linn, Oregon 97068

OWRD

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.

Easement Property

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

EXHIBIT C
Water Right Certificate 50575

RECEIVED
JAN 4 2024
OWRD

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-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.

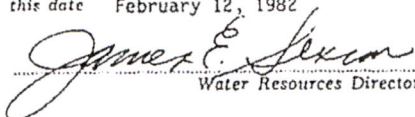
A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

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

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.

RECEIVED

JAN 4 2024

OWRD

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.

RECEIVED
JAN 4 2024
OWRD

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

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.

RECEIVED

JAN 4 2024

OWRD

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.

RECEIVED

JAN 4 2024

OWRD

Clackamas County Official Records **2022-051764**
Sherry Hall, County Clerk
09/23/2022 12:33:03 PM
D-D Cnt=1 Stn=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

RECEIVED
JAN 4 2024
OWRD

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

DATED this 22nd day of September, 2022.

GRANTOR:

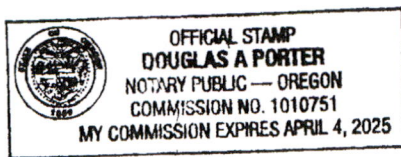
SANDELIE GOLF CLUB, INC. an Oregon corporation

By: *Janet Kaiser*
Janet Kaiser, President

STATE OF OREGON

County of *Columbia*

The foregoing instrument 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 for Oregon

*My Commission expires
04/04/2025*

RECEIVED
JAN 4 2024
OWRD

RECEIVED
JAN 4 2004

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.

RECEIVED

OMARD

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

005573\00007\13902595v3

RECEIVED

JAN 4 2024

OWRD

Clackamas County Official Records **2022-051765**
Sherry Hall, County Clerk 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

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Easement Agreement"), dated and effective September 23 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.

RECEIVED

JAN 4 2024

OWRD

ACCESS EASEMENT
PAGE 1

CHICAGO TITLE 472522004182 - 50 COMM

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.

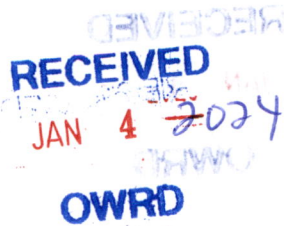
6. **Exemption from Liability.** Grantee acknowledges and agrees that Grantor shall (i) have no obligation to provide security for the Easement Property, and (ii) not be liable for any damage, injury or loss of Grantee's property unless caused by the gross negligence or willful misconduct of Grantor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



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

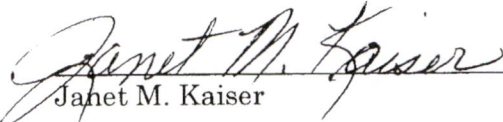
If to Grantor: Janet M. Kaiser
c/o Sandelie Golf Club, Inc.
28000 SW Mountain Road
West Linn, OR 97068

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

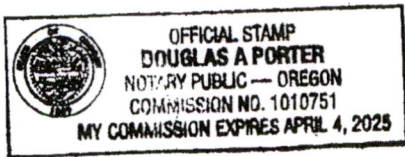
Grantee:

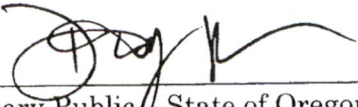
Michael W. Fritz, Trustee of the
Michael W. Fritz UTA DTD April 2, 2015

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

RECEIVED

RECEIVED

JAN 4 2024

OWRD

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

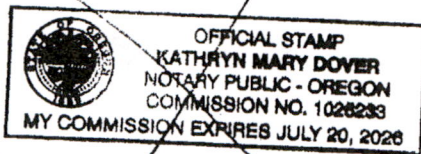
If to Grantor: Janet M. Kaiser
c/o Sandelie Golf Club, Inc.
28000 SW Mountain Road
West Linn, OR 97068

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~~

RECEIVED

JAN 4 2024

OWRD

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



005573\00007\13904035v1

RECEIVED

JAN 4 2024

OWRD

RECEIVED

ACCESS EASEMENT
PAGE 4

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.

RECEIVED

JAN 4 2024

OWRD

ACCESS EASEMENT
PAGE 5

EXHIBIT B

Easement Property

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

005573\00007\13904035v3

RECEIVED

JAN 4 2024

OWRD

ACCESS EASEMENT
PAGE 6

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.

RECEIVED

JAN 4 2024

OWRD

CHICAGO TITLE
472522004182 - 50 COMM

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

RECEIVED

JAN 4 2024

OWRD

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.

RECEIVED

JAN 4 2024

OWRD

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.

RECEIVED

JAN 4 2024

OWRD

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.

RECEIVED

JAN 4 2024

OWRD

WELL EASEMENT AND WATER USE AGREEMENT
PAGE 1

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.

RECEIVED

JAN 4 2024

OWRD

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 Clackmas 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

RECEIVED

JAN 4 2024

OWRD

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.

RECEIVED
JAN 4 2024
OWRD

GRANTOR:

GRANTEE:

Sandelie Golf Club, Inc., an Oregon corporation

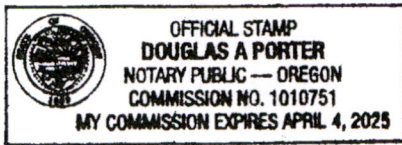
By: *Janet Kaiser*
Janet Kaiser, President

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

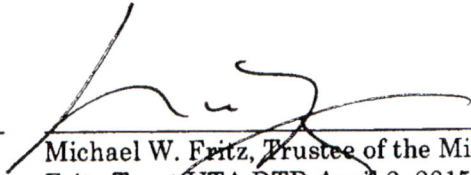
RECEIVED
JAN 4 2024
OWRD

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 _____

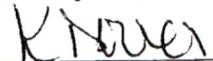
This record was acknowledged before me on September _____, 2022, by Janet Kaiser as President of Sandelie Golf Club, Inc., an Oregon corporation.

Notary Public – State of Oregon

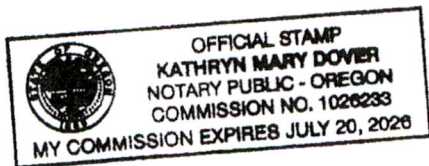
STATE OF OREGON

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



RECEIVED
JAN 4 2024
OWRD

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.

RECEIVED

JAN 4 2024

OWRD

EXHIBIT C
Water Right Certificate 50575

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-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

RECEIVED

JAN 4 2024

OWRD

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

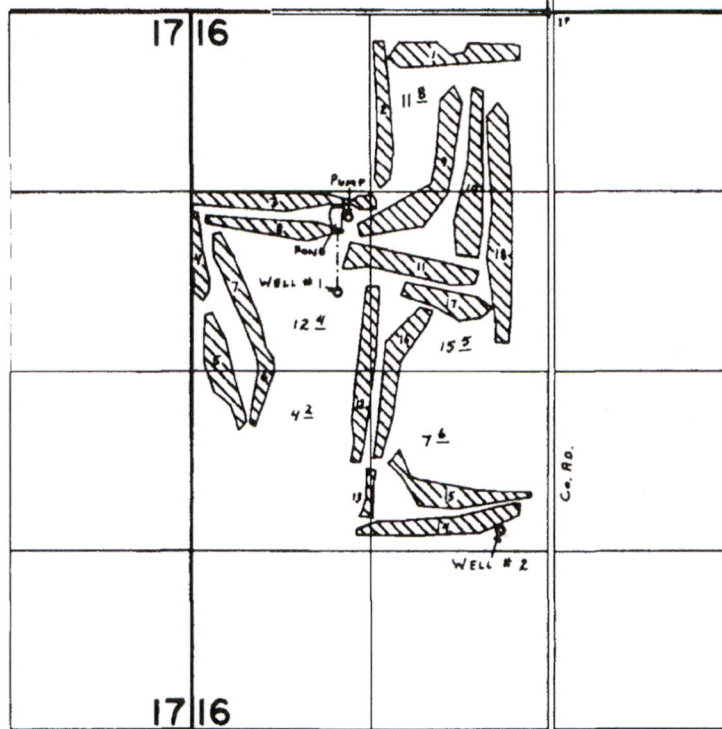
this date. February 12, 1982

James E. Sexton
Water Resources Director

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

8300A

T3S. RIE. WM.



WELLS Loc: #1- 2050' S. { 1560' W. }
 #2- 3780' S. { 360' W. } } ALL FROM N. 1/4 COR. SEC. 16.
 PUMP Loc: 1500' S. { 1480' W. }

FINAL PROOF SURVEY UNDER

Application No. G-6909 Permit No. G-6433
 IN NAME OF

SANDELIE GOLF CLUB, INC.

Surveyed OCT. 4 1978, by C. L. HUGHES

RECEIVED

JAN 4 2024

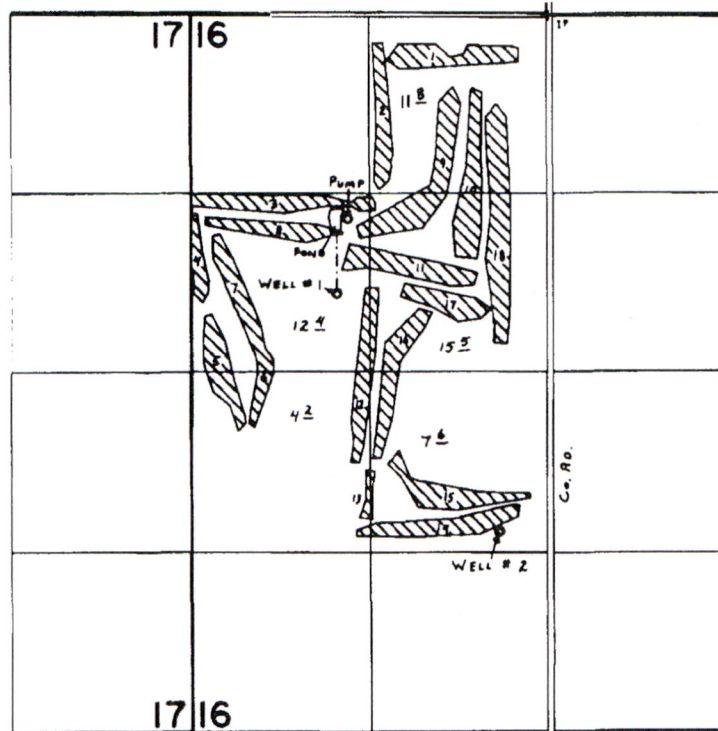
OWRD

Exhibit C
 Page 2 of 2

PTS-1978-1.

EXHIBIT D
Well Easement

T3S. RIE. WM.



WELLS Loc: #1 - 2050' S. { 1560' W. }
#2 - 3780' S. { 360' W. } ALL FROM N. 1/4 COR. SEC. 16.
PUMP Loc: 1500' S. { 1480' W. }

FINAL PROOF SURVEY
UNDER

Application No. G-6909 Permit No. G-6433
IN NAME OF

SANDELIE GOLF CLUB, INC.

Surveyed OCT. 4 1978, by C. L. HUGHES

RECEIVED

JAN 4 2024

OWRD

Application Completeness Checklist

Applicants are encouraged to use this checklist before submitting a complete application to the Department.

1. Landowner name, mailing address and telephone number provided
2. Application signed – All parties noted as applicants must sign the application
3. Source and tributary listed
4. Reservoir Location – TRSQQ and tax lot provided
5. Dam height indicated, if applicable
6. Property ownership completed
7. If applicant does not own all the land, is the affected landowner's name and mailing address listed?
8. Environmental impact section completed?
9. **Completed Watermaster review sheet**, signed and dated. *Note: Must be completed within last 12 months.*
 - Will the reservoir injure an existing water right? YES NO
 - If YES, can conditions be applied to mitigate injury? YES NO
If NO, return the application.
10. **Completed ODFW review sheet**, signed and dated. *Note: Must be completed within last 12 months.*
 - Will the reservoir pose a significant detrimental impact to an existing fishery resource? YES NO
 - If YES, can conditions be applied to mitigate the impact? YES NO N/A
If NO, return the application.
11. **Completed Land-Use Form** or receipt signed by the appropriate planning department official enclosed?
Note: Does the use on land-use form match the proposed use on the application? Must be completed within the last 12 months.
12. **Include a copy of a Legal Description** of all the property involved with this application. A copy of a deed, land sales contract, or title insurance to meet this requirement.
13. **Acceptable Map**. *Note: Requirements set forth by the Commission.*
 - Reservoir Location - noting Township, Range, Section, 1/4 1/4 and Tax Lot number(s)
 - Scale of the Map, even scale such as 1" = 400', 1" = 1000', or 1" = 1320'
 - Reference public land survey corner on map
 - North directional symbol
 - ¼'s clearly identified
 - Reservoir clearly identified
 - Dam location identified, with measured distances from survey corner. If no dam, use coordinates to the center of reservoir.
 - If diverting water from a river or stream to a reservoir located off-channel, include measured distances from survey corner and identify any main canals, ditches, pipelines, or flumes.
14. **Fees:** Are the appropriate fees included? Use this fee calculator to determine the application fees:

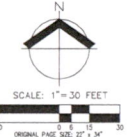
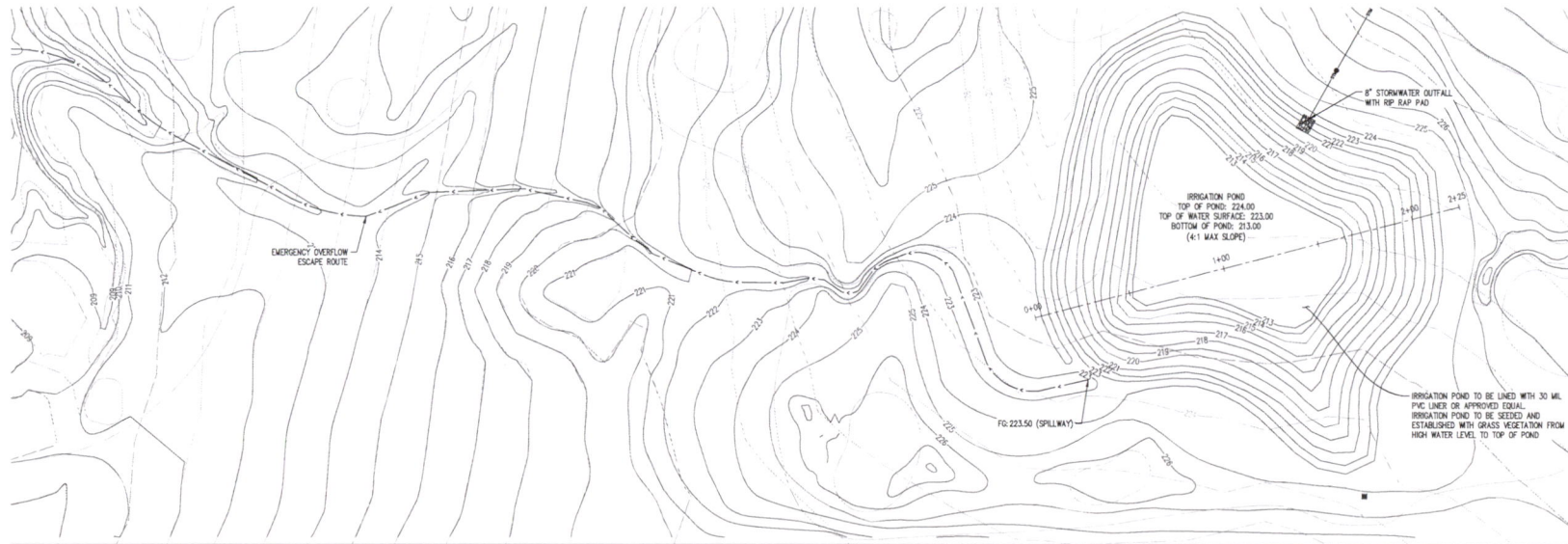
https://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator/Permit_for_AltRes.aspx

RECEIVED

JAN 4 2024

OWRD

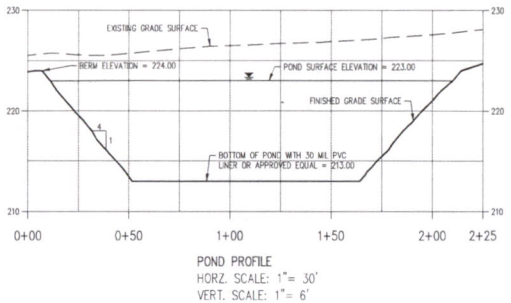
AKS DRAWING FILE: 10085 POND CROSS-SECTIONAL LAYOUT PROFILE



LEGEND	
EXISTING GROUND CONTOUR (1 FT)	---
EXISTING GROUND CONTOUR (5 FT)	---
FINISHED GRADE CONTOUR (1 FT)	---
FINISHED GRADE CONTOUR (5 FT)	---

GENERAL NOTES:

1. POND WILL BE FITTED WITH A PUMPED IRRIGATION SYSTEM TO SERVE THE GOLF COURSE. THIS PUMPED SYSTEM WILL BE ABLE TO FULLY EMPTY THE POND IN THE EVENT OF AN EMERGENCY.
2. AN EMERGENCY SPILLWAY IS PROVIDED AT ELEVATION 223.50. THIS SPILLWAY WILL CONVEY EXCESS WATER TO A NEARBY CREEK/RAVINE VIA A GRASSSED SLOPE.



RECEIVED
 JAN 4 2024
OWRD

AKS ENGINEERING & FORESTRY, LLC
 1000 N. 10TH ST. SUITE 100
 TUALATIN, OR 97148
 WWW.AKS-DC.COM

SHORTLAND GOLF COURSE

ENGINEERING - SURVEYING - NATURAL RESOURCES
 FORESTRY - PLANNING - LANDSCAPE ARCHITECTURE

WEST-LINN

OREGON
 REG. NO. 221, 1000, AND 10000

IRRIGATION POND PLAN & PROFILE

DESIGNED BY: TM
 DRAWN BY: TM
 MANAGED BY: TM
 CHECKED BY: CES
 DATE: 10/23/2023
 PROJECT: 10085 POND CROSS-SECTIONAL LAYOUT PROFILE
 SHEET: 10085 POND CROSS-SECTIONAL LAYOUT PROFILE
 REVISIONS:
 JOB NUMBER: 10085
 SHEET: EX A

18487 S. Valley Vista Rd.
Mulino, Oregon 97042
(503) 632-5016 Phone
(503) 632-5983 Fax

Pacific Hydro-Geology Inc.

Memo

To: Oregon Water Resources Department / Corie Lovrien
From: Doann Hamilton, CWRE
CC:
Date: January 4, 2024
Re: Shortland Reservoir application.

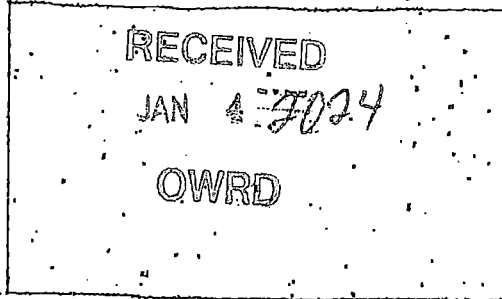
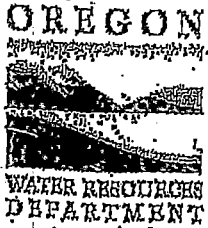
On January 4, 2024, Corie Lovrien of OWRD emailed noting the application could not be completely accepted until correction was made to Section 4 page 3. Property Ownership. The Yes box was checked but the following box indicating - There are no encumbrances, was not. The application has been corrected and attached.



RECEIVED

JAN 04 2024

OWRD



Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Shortland Golf Club
16842 Alder Circle Lake Oswego OR 97034

Transaction Type: Alt Res.

Fees Received: \$ 644.00

Cash Check: Check No. 1058

Name(s) on Check: Same as above

Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.

If your submission is determined to be complete, you will receive a receipt for the fees paid and an acknowledgement letter stating your submittal is complete.

If determined to be incomplete, your submission and the accompanying fees will be returned with an explanation of deficiencies that must be addressed in order for the submittal to be accepted.

If you have any questions, please feel free to contact the Department's Customer Service staff at 503-986-0801 or 503-986-0810.

Sincerely,
OWRD Customer Service Staff

Submission received by: Corie Corvien
(Name of OWRD staff)

Instructions for OWRD staff:

- Complete this Submission Receipt and make two (2) copies. Place one copy with the check/cash and place the other copy with the submission (i.e., the application or other document).
- Date-stamp all pages. (NOTE: Do not stamp check.)
- Give this original Submission Receipt to the applicant.
- Record Submission Receipt information on the "RECEIVED OVER THE COUNTER" log sheet.
- Fold and put one copy of the Submission Receipt with check/cash into the Safe slot. Place the other copy of