

Surface Water Registration Statement, Pre-1909  
Vested Water Right Claim for  
Douglas R. Doerner in Sections 23 & 24, T26S, W.M.  
Douglas, County, Oregon

8. Remarks continued:

The Doerner Ranch is in the Mill Creek watershed between Melrose and Umpqua, Oregon. In 1889 Adam Doerner purchased the property and developed a ranch and winery. The property has remained in the Doerner family since and continues as a ranch and growing wine grapes. The irrigated property, lying south of Mill Creek, has been under irrigation since the purchase of the ranch by Adam Doerner in 1889. Enclosed documents from the State Watermeter, and others, prove this. The area, some 15.7 acres, currently has a valid water right (Permit No. 20326) but the owner has decided to file for the earlier date of usage.

Irrigation Equipment

The water is diverted directly from Mill Creek by both the following pumps, through screened intakes:

Pump & Motor (Combination) at P.O.D. No. 1

A centrifugal pump driven by an electric motor, manufactured by the Brook Motor Corp., Chicago, Illinois.

5 Hp, 230 Volts, 23 Amps, 3460 RPM.  
3 inch intake and 2 inch outlet

The pump will run up to 15 each 7.5 GPM Rainbird Sprinklers on the 600 lineal feet of sprinkler lines (2 inch aluminum hand lines). For distribution mains there is some 400 lineal feet of 3 inch aluminum pipe and 1100 lineal feet of 3 inch plastic (ABS) pipe. The average elevation of all irrigation areas is 25 feet above Mill Creek.

Pump & Motor at P.O.D. No. 2

Electric motor manufactured by Magnetech Century Electric.  
1 Hp, 230 Volts, 3450 RPM

Pump Jacuzzi, Centrifugal, 1 Hp

For Distribution Equipment, etc., see above P.O.D. No.

1.

Stock Watering Equipment

Stock watering troughs are connected to above pumps and also operate by gravity from Mill Creek.

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DD

WATER RESOURCES DEPT.  
SALEM, OREGON

PHONE: (503) 672-4074

OFFICE: 433 S.E. MAIN

FAX: (503) 673-7135

*Shaner Engineering, Inc.*

CIVIL ENGINEERING IN THE NORTHWEST

MAIL: P.O. BOX 1430 • ROSEBURG, OREGON 97470

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WATER RESOURCES DEPT.  
SALEM, OREGON

Oregon Water Resources Department  
3850 Portland Road, N.E.  
Salem, Oregon 97310

re: Pre 1909 Registration  
Douglas R. Doerner

Attention: Adjudication Section

Dear Sirs:

Enclosed is Pre 1909 Surface Water Registration application for Douglas R. Doerner. Also enclosed are maps, other pertinent documents and a check for \$232.00.

Yours truly,

*Bruce A Shaner*  
Bruce A. Shaner,  
C.W.R.E.

Encl: As above.

cc: Doerner

CERTIFIED RETURN RECEIPT

SUBJECT:

# STATE OF OREGON

OFFICE OF THE  
STATE ENGINEER  
SALEM

JOHN H. LEWIS, STATE ENGINEER  
PRESIDENT OF THE STATE WATER BOARD  
SECRETARY OF THE DESERT LAND BOARD  
PERCY A. CUPPER  
ASSISTANT STATE ENGINEER

WATER RESOURCES  
DEPARTMENT

April 13, 1918.

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SALEM, OREGON

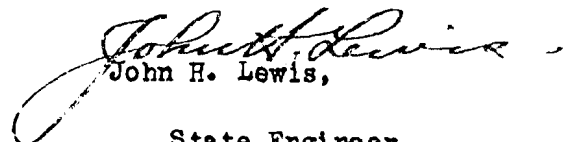
Mr. Adam Doerner,  
Cleveland, Oregon.

Dear Sir:

I am in receipt of your letter of the 12th instant relative to your water right and in reply will say that for any rights initiated prior to February 24, 1909, it is unnecessary to have them recorded anywhere. Actual use of the water prior to the above date would give you a valid right to the same and in due time you will have an opportunity of placing your rights of record through an adjudication of all rights to the use of water from that source of supply. It is probable that such an adjudication will not be undertaken for a number of years but this will not affect in anyway the validity of your right.

Trusting this will be satisfactory and that you will advise if we can be of further service, I am

Very respectfully,

  
John H. Lewis,  
State Engineer.

PAC-W

## STATE OF OREGON

COUNTY OF DOUGLAS

## CERTIFICATE OF WATER RIGHT

FILED

DEC 28 1957

WATER RESOURCES DEPT.  
SALEM, OREGON

This Is to Certify, That ADOLPH H. &amp; D. FLORENCE DOERNER

of Route 3, Box 975, Roseburg, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Mill Creek

a tributary of Umpqua River for the purpose of irrigation

under Permit No. 20326 of the State Engineer, 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 May 7, 1951

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 0.31 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 23, NW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 24, Township 26 South, Range 7 West, W. M.

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 $\frac{1}{2}$  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:

14.0 acres in the NE $\frac{1}{4}$ NE $\frac{1}{4}$   
Section 23  
11.0 acres in the NW $\frac{1}{4}$ NW $\frac{1}{4}$   
Section 24  
Township 26 South, Range 7 West, W. M.

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

WITNESS the signature of the State Engineer, affixed

this 7th day of February, 1957.

*Lewis A. Stanley*  
State Engineer

Filed for record Feb. 28, 1957  
at 9:57 A. M.

CHAS. DOERNER, County Clerk,

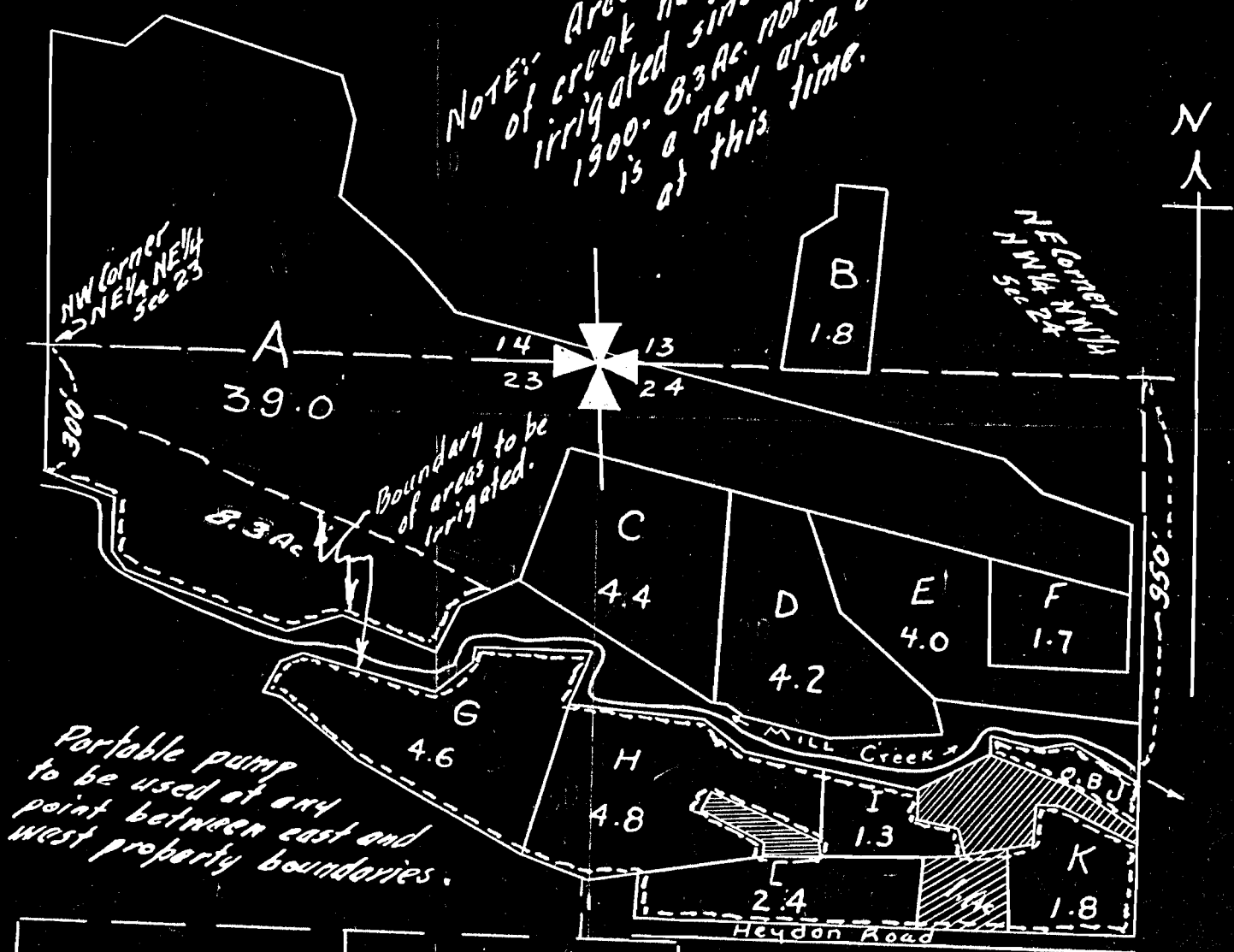
By *Gutierrez Hebard* Deputy

Recorded in State Record of Water Right Certificates, Volume 16, page 22037.

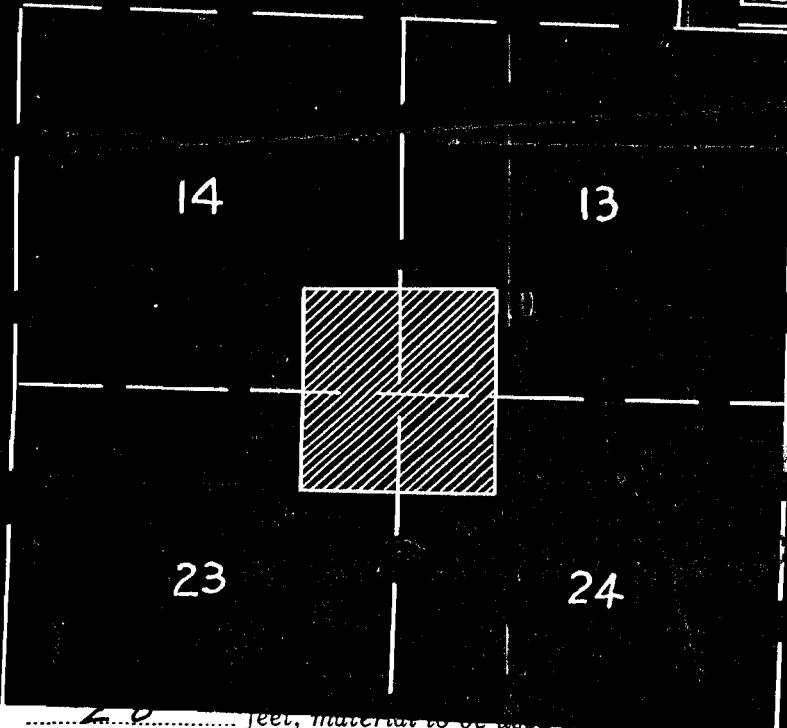
Application No. 25911

Permit No. 20326

NOTE: Area south of creek has been irrigated since before 1900. 8.3 AC. north of creek is a new area being added at this time.



Portable pump to be used at any point between east and west property boundaries.



W.S #4062  
Douglas County  
Oregon  
12-010  
Sec. 13-14-23-24 T26S, R7W  
SCALE 1"=400'

with timber crib

Permit-

VOL

1 PAGE 274

203262  
Permit No. 20326

Filed for record Nov. 8, 1953  
at 2 51 P. M.  
COUNTY CLERK, County Clerk  
Dr. Lou Hamilton Deputy

**\*APPLICATION FOR PERMIT**

# To appropriate the Public Waters of the State of Oregon

I, Adolph H. Doerner and D. Florence Doe  
(Name of applicant)  
of Rt. 3 Box 975 Roseburg,  
(Mailing address)  
State of Oregon, do hereby make application for a permit to appropriate the  
following described public waters of the State of Oregon, SUBJECT TO EXISTING RIGHTS:

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If the applicant is a corporation, give date and place of incorporation DEC 28 1992

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SALEM, OREGON

1. The source of the proposed appropriation is Mill Creek  
(Name of stream)

, a tributary of Umpqua River

2. The amount of water which the applicant intends to apply to beneficial use is 0.313

cubic feet per second. (If water is to be used from more than one source, give quantity from each)

\*\*3. The use to which the water is to be applied is Irrigation  
(Irrigation, power, mining, manufacturing, domestic supplies, etc.)

4. The point of diversion is located ft. and ft. from the  
(N. or S.) (E. or W.)  
corner of at any point where Mill Creek touches property  
(Section or subdivision)  
described herein.

(Portable pumping)  
(If preferable, give distance and bearing to section corner)

(If there is more than one point of diversion, each must be described. Use separate sheet if necessary)

being within the NE 1/4 NE 1/4 SEC 23 & NW 1/4 NW 1/4 of Sec. 24, Tp. 26 S.  
(Give smallest legal subdivision) (N. or S.)

R. 7 W., W. M., in the county of Douglas  
(E. or W.)

5. The Pipe line to be 900 ft.  
(Main ditch, canal or pipe line) (Miles or feet)

in length, terminating in the \_\_\_\_\_ of Sec. \_\_\_\_\_, Tp. \_\_\_\_\_,  
(Smallest legal subdivision) (N. or S.)

R. \_\_\_\_\_ W. M., the proposed location being shown throughout on the accompanying map.  
(E. or W.)

## DESCRIPTION OF WORKS

### Diversion Works—

6. (a) Height of dam 3 feet, length on top 20 feet, length at bottom  
20 feet; material to be used and character of construction earth fill  
(Loose rock, concrete, masonry,  
with timber crib.  
rock and brush, timber crib, etc., wasteway over or around dam)

(b) Description of headgate \_\_\_\_\_  
(Timber, concrete, etc., number and size of openings)

(c) If water is to be pumped give general description 4" x 3" cent. pump.  
(Size and type of pump)

9 h.p. gasoline motor  
(Size and type of engine or motor to be used, total head water is to be lifted, etc.)  
16 - 7 1/2 gpm sprinklers

\*A different form of application is provided where storage works are contemplated.

\*\*Application for permits to appropriate water for the generation of electricity, with the exception of municipalities, must be made to the Hydroelectric Commission. Either of the above forms may be secured, without cost, together with instructions by addressing the State Engineer, Salem, Oregon.

Canal System or Pipe Line—

7. (a) Give dimensions at each point of canal where materially changed in size, stating miles from headgate. At headgate: width on top (at water line) ..... feet; width on bottom ..... feet; depth of water ..... feet; grade ..... feet fall per one thousand feet.

(b) At ..... miles from headgate: width on top (at water line) ..... feet; width on bottom ..... feet; depth of water ..... feet; grade ..... feet fall per one thousand feet.

(c) Length of pipe, 900 ft.; size at intake, 3 in.; size at 300 ft. from intake 2 in.; size at place of use 2 in.; difference in elevation between intake and place of use, ..... ft. Is grade uniform? ..... Estimated capacity, ..... sec. ft.

8. Location of area to be irrigated, or place of use

Township	Range E. or W. of Willamette Meridian	Section	Forty-acre Tract	Number Acres To Be Irrigated
<u>265</u>	<u>7 W</u>	<u>23</u>	<u>NE 1/4 NE 1/4</u>	<u>14.0</u>
		<u>24</u>	<u>NW 1/4 NW 1/4</u>	<u>11.0</u>
				<u>25.0</u>

(If more space required, attach separate sheet)

(a) Character of soil sandy clay loam

(b) Kind of crops raised lotus

Power or Mining Purposes—

9. (a) Total amount of power to be developed ..... theoretical horsepower.

(b) Quantity of water to be used for power ..... sec. ft.

(c) Total fall to be utilized ..... feet.  
(Head)

(d) The nature of the works by means of which the power is to be developed .....

(e) Such works to be located in ..... of Sec. ....  
(Legal subdivision)

Tp. ...., R. ...., W. M. ....  
(No. N. or S.) (No. E. or W.)

(f) Is water to be returned to any stream? .....  
(Yes or No)

(g) If so, name stream and locate point of return .....

....., Sec. ...., Tp. ...., R. ...., W. M. ....  
(No. N. or S.) (No. E. or W.)

(h) The use to which power is to be applied is .....

(i) The nature of the mines to be served .....

Municipal or Domestic Supply—

10. (a) To supply the city of .....

..... County, having a present population of .....

(Name of)

and an estimated population of ..... in 19.....

(b) If for domestic use state number of families to be supplied .....

(Answer questions 11, 12, 13, and 14 in all cases)

11. Estimated cost of proposed works, \$ 960 00

12. Construction work will begin on or before 1 year from approval date

13. Construction work will be completed on or before 2 yrs " " "

14. The water will be completely applied to the proposed use on or before 3 yrs from approval date

Adolph H. Doerner and D. Florence Doern.

by:

(Signature of applicant)

Adolph H. Doerner

Remarks: Some of this land has been

irrigated for a number of years prior to 1909 and has been used regularly since that time. This application will in no way give up any vested right the applicant has do to use prior to 1909.

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WATER RESOURCES DEPT. SALEM, OREGON

STATE OF OREGON,

County of Marion,

ss.

This is to certify that I have examined the foregoing application, together with the accompanying maps and data, and return the same for .....

In order to retain its priority, this application must be returned to the State Engineer, with corrections on or before ....., 19 .....

WITNESS my hand this ..... day of ....., 19 .....

STATE ENGINEER



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A F F I D A V I T

DEC 28 1992

STATE OF OREGON )  
                          ) ss.  
COUNTY OF DOUGLAS )

WATER RESOURCES DEPT.  
SALEM, OREGON

I, Ray Edward Doerner, a citizen of the United States of America, residing at 486 Heydon Road, Roseburg, Oregon, being first duly sworn, on oath, depose and say:

I am now the age of 70 years and have been a continuous resident and inhabitant of Douglas County, Oregon since the year 1922.

I was born and raised on the property and all my life to date the 16 acres of our family property lying south of and adjacent to Mill Creek has been irrigated for crops and pasture on a continuous basis. Also, stock, i.e. sheep and cattle have been watered therefrom continuously. My father, Adolph Doerner, and his father Adam Doerner, operated the ranch from 1889 until 1964 and then I operated the ranch until 1973, when my son Douglas Ray Doerner, became the operator. He is still the ranch operator.

The water is diverted from Mill Creek at two points adjacent the above mentioned irrigated fields.

Ray E Doerner

SUBSCRIBED & SWORN to before me on this 10th day of December, 1992.

Sandra K. Giblin  
Notary Public for Oregon  
My Commission Expires: 7-27-96



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DEC 28 1992

A F F I D A V I T

STATE OF OREGON     )  
                          )  ss.  
COUNTY OF DOUGLAS )

WATER RESOURCES DEPT.  
SALEM, OREGON

I, Hazel Krohn, a citizen of the United States of America, residing at 4820 Melgosa Rd. Roseburg Or, 97470, being first duly sworn, on oath, depose and say:

I am now the age of 74 years and have been a continuous resident and inhabitant of Douglas County, Oregon since the year 1918.

I first saw the Doerner Ranch on Heydon Road, located in Sections 13, 14, 23 and 24, T26S, R7W, W.M., Douglas County, Oregon, about the year 1918. I have visited the ranch regularly and observed the Doerner family diverting water from Mill Creek and applying it to the irrigated pastures and crop land lying southerly of Mill Creek and adjacent Heydon Road. In addition, I have observed stock being watered from said Mill Creek. The above water uses were continuous, in season.

Hazel Krohn

SUBSCRIBED & SWORN to before me on this 11<sup>th</sup> day of December, 1992.

Debra Sutch  
Notary Public for Oregon  
My Commission Expires: 7-20-93

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A F F I D A V I T

DEC 28 1992

STATE OF OREGON     )  
                              ) ss.  
COUNTY OF DOUGLAS )

WATER RESOURCES DEPT.  
SALEM, OREGON

I, Edward C Nielsen, a citizen of the United States of America, residing at 2841 Melqua - Roseburg Ore, being first duly sworn, on oath, depose and say:

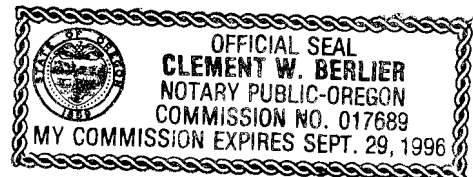
I am now the age of 45 years and have been a continuous resident and inhabitant of Douglas County, Oregon since the year 47.

I first saw the Doerner Ranch on Heydon Road, located in Sections 13, 14, 23 and 24, T26S, R7W, W.M., Douglas County, Oregon, about the year 52. I have visited the ranch regularly and observed the Doerner family diverting water from Mill Creek and applying it to the irrigated pastures and crop land lying southerly of Mill Creek and adjacent Heydon Road. In addition, I have observed stock being watered from said Mill Creek. The above water uses were continuous, in season.

[Handwritten Signature]

SUBSCRIBED & SWORN to before me on this 22<sup>nd</sup> day of DECEMBER, 1992.

Clement W. Berlier  
Notary Public for Oregon  
My Commission Expires: 09/29/96



A F F I D A V I T

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STATE OF OREGON )  
 ) ss.  
COUNTY OF DOUGLAS )

WATER RESOURCES DEPT.  
SALEM, OREGON

I, ROBERT A. Tjomsland a citizen of the United States of America, residing at 1263 MELROSE RD, ROSEBURG, OR, being first duly sworn, on oath, depose and say:

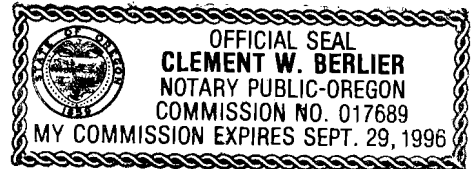
I am now the age of 36 years and have been a continuous resident and inhabitant of DOUGLAS County, Oregon since the year 1956.

I first saw the Doerner Ranch on Heydon Road, located in Sections 13, 14, 23 and 24, T26S, R7W, W.M., Douglas County, Oregon, about the year 1958. I have visited the ranch regularly and observed the Doerner family diverting water from Mill Creek and applying it to the irrigated pastures and crop land lying southerly of Mill Creek and adjacent Heydon Road. In addition, I have observed stock being watered from said Mill Creek. The above water uses were continuous, in season.

Robert A. Tjomsland

SUBSCRIBED & SWORN to before me on this 22<sup>nd</sup> day of DECEMBER, 1992.

Clement W. Berlier  
Notary Public for Oregon  
My Commission Expires: 09/29/96



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WATER RESOURCES DEPT.  
SALEM, OREGON

STATE OF OREGON, )  
                          ) ss  
County of Douglas.)

I, Robert Heydon residing at 1500 Booth St. Roseburg,  
being first duly sworn, depose and say:

I am familiar with the prior use of water diverted from Mill Creek,  
a tributary of the Umpqua River in Douglas County, Oregon, and used  
for irrigation purposes by A. H. Doerner, present owner, and Adam  
Doerner, former owner of the land irrigated:

That my knowledge of such use dates back to 1905, or prior, by  
the said Adam Doerner, former owner, and A. H. Doerner, present  
owner:

That said parties irrigated approximately sixteen acres of land  
with water taken from said Mill Creek, a tributary of the Umpqua  
River. said land situated on the south side of said creek, in  
Sec. 23 and 24, Tp. 26 N., W. M., Douglas County, Oregon.

That said parties have made continuous use of water from said  
creek since, or prior to, 1905.

Robert Heydon

Subscribed and sworn to before me, a Notary Public for Oregon,  
by above mentioned party, who states under oath that the statement  
contained herein is correct to the best of his knowledge and  
belief. Dated at Roseburg, Oregon, Oct 17 1955

Chas M Emery  
Notary Public for Oregon.

Notary Public for Oregon  
My Commission expires  
March 23, 1957

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WATER RESOURCES DEPT.  
SALEM, OREGON

STATE OF OREGON, )  
 ) ss  
County of Douglas.)

I David S. Churchill residing at 217 St James St Roseburg, O  
being first duly sworn, depose and say:

I am familiar with the prior use of water diverted from Mill Creek,  
a tributary of the Umpqua River in Douglas County, Oregon, and used  
for irrigation purposes by A. H. Doerner, present owner, and Adam  
Doerner, former owner of the land irrigated:

That my knowledge of such use dates back to 1905, or prior, by  
the said Adam Doerner, former owner, and A. H. Doerner, present  
owner:

That said parties irrigated approximately sixteen acres of land  
with water taken from said Mill Creek, a tributary of the Umpqua  
River, said land situated on the south side of said creek, in  
Sec. 23 and 24, Tp. 26 N., W. M., Douglas County, Oregon.

That said parties have made continuous use of water from said  
creek since, or prior to, 1905.

David S. Churchill

Subscribed and sworn to before me, a Notary Public for Oregon,  
by above mentioned party, who states under oath that the statement  
contained herein is correct to the best of his knowledge and  
belief. Dated at Roseburg, Oregon, Dec 10 1955 1955

[Signature]  
Notary Public for Oregon.

MY COMMISSION EXPIRES DECEMBER 7, 1955



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1<sup>st</sup> pd

TO BE RECORDED IN THE RECORDS OF DOUGLAS COUNTY, OREGON

RECORDED IN THE RECORDS OF DOUGLAS COUNTY, OREGON

Chas. Doerner, County Clerk and ex-officio,  
 does hereby certify that the within instrument was  
 filed on OCT 17 1955 at 2<sup>22</sup> P.M.  
 and Recorded in Volume \_\_\_\_\_  
 at Page 272 of Water Rights  
 Records of Douglas County, Oregon  
Chas. Doerner  
 County Clerk.  
Marquiete Munson  
 Deputy.

*a. H. Doerner*  
 Rt. 3 Box 975  
 Roseburg  
 Ore.

RECORDED

DEC 28 1992

WATER RESOURCES DEPT.  
SALEM, OREGON

STATE OF OREGON, )  
 ) ss  
County of Douglas.)

I, John Krohn residing at 113 Miller Roseburg, O  
being first duly sworn, depose and say:

I am familiar with the prior use of water diverted from Mill Creek,  
a tributary of the Umpqua River in Douglas County, Oregon, and used  
for irrigation purposes by A. H. Doerner, present owner, and Adam  
Doerner, former owner of the land irrigated:

That my knowledge of such use dates back to 1905, or prior, by  
the said Adam Doerner, former owner, and A. H. Doerner, present  
owner:

That said parties irrigated approximately sixteen acres of land  
with water taken from said Mill Creek, a tributary of the Umpqua  
River, said land situated on the south side of said creek, in  
Sec. 23 and 24, Tp. 26 N., W. M., Douglas County, Oregon.

That said parties have made continuous use of water from said  
creek since, or prior to, 1905.

John Krohn

Subscribed and sworn to before me, a Notary Public for Oregon,  
by above mentioned party, who states under oath that the statement  
contained herein is correct to the best of his knowledge and  
belief. Dated at Roseburg, Oregon, Oct 11 1955

David E. Fisher  
Notary Public for Oregon.

NOTARY PUBLIC FOR OREGON  
My Commission Expires Jan. 28, 1959

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WATER RESOURCES DEPT.  
SALEM, OREGON



DEC 28 1992

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This Indenture Witnesseth, That Mr J. O. Booth and Ann Eliza Booth his  
wife of Douglas County Oregon. for the consideration of the sum  
of One Thousand Five Hundred (\$1500<sup>00</sup>) DOLLARS.  
to us paid, have bargained and sold, and by these presents do bargain, sell and convey  
unto Adam Dorrner of said County and State the following  
described premises, to-wit:

The North West quarter of the North West quarter  
of Section 24 Township 26. South Range 7 West also the  
South West quarter of the South West quarter of Section 13,  
and the South East quarter of the South East quarter of  
Section 14 and the North East quarter of the North East  
quarter of Section 23. in Township 26. South Range  
7 West in all containing 160 acres of land more  
or less and being and lying in Douglas County  
Oregon

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SALEM, OREGON

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Adam  
Dorrner his heirs and assigns forever.

And the said J. O. Booth and Ann Eliza Booth do hereby covenant  
to and with the said Adam Dorrner his heirs and assigns, that  
They are the owners in fee simple of said premises; that they are free from all incumbrances, and that they  
will warrant and defend the same from all lawful claims whatsoever.

In Witness Whereof, We have hereunto set our  
hands and seals this 21st day of

January A. D., 1889

Done in the presence of  
C. A. Schlbörde  
W. Johnston

J. O. Booth  
Ann Eliza Booth

[SEALS]

SALES CONTRACT

DEC 28 1992  
WATER RESOURCES DEPT.  
SALEM, OREGON

THIS AGREEMENT, made as of the 2nd day of December 19 86 , by and between

RAY E. DOERNER AND PATRICIA DOERNER, husband and wife,  
called "Seller", and

DOUGLAS R. DOERNER and JENNIFER DOERNER, husband and wife,  
called "Buyer".

In construing this contract any party may be one person or more than one person, a corporation or other entity. If context requires, the singular pronoun shall mean and include the plural, the masculine, the feminine and the neuter, and generally all grammatical changes shall be made, assumed and implied to make provisions hereof apply equally to corporations, partnerships, individuals and others.

W I T N E S S E T H :

IT IS MUTUALLY UNDERSTOOD AND AGREED by and between said parties as follows:

1. DESCRIPTION: For and in consideration of all terms, provisions, covenants and conditions (hereinafter called "provisions") herein set out, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real property (property) and any personal property included in this contract (personal property):

The property described in Exhibit "A" attached hereto and made a part hereof as if fully written herein.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

2. PURCHASE PRICE: The purchase price is \$175,000.00, payable as follows:

- (a) \$1,000.00 down;
- (b) The balance accrues interest at 9% per annum on all deferred balances commencing with December 2, 1986;
- (c) The balance of principal and interest shall be paid in equal annual installments, which includes principal and interest, over a period of fifteen (15) years commencing with the first installment due on December 2, 1987.

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Buyer has the right at any time in any amount over ten dollars to prepay and accelerate payment of the then balance owing, and without penalty as to interest. Any prepaid or accelerated payments shall be credited against next future installment payments.

~~3. SURVIVORSHIP. Following applies if there are two of Seller and they are husband and wife: In event of death of either Seller payments thereafter shall be made to order of the survivor, and the survivor acquires all rights of both hereunder.~~

4. POSSESSION: Possession shall be delivered to Buyer immediately.

5. INSURANCE: Buyer shall cause all buildings, ~~including mobile homes~~ now located on the property and any replacements thereof, to be constantly insured in a company or companies satisfactory to Seller against loss or damage by fire, together with extended insurance coverage. Seller shall not unreasonably withhold consent as to the company or companies selected to issue such insurance.

Such insurance shall be in amounts at least equal to the balances owing hereunder, or to the full insurable value of said buildings, whichever is the lesser.

~~Buyer shall deliver to Seller immediately when issued originals or copies of such policies, together with receipts showing payment of premiums thereon.~~

~~As long as the mortgage herein mentioned is outstanding, the same shall include a first loss payable clause in favor of said mortgagee, and second loss payable clause in favor of the Seller.~~

~~When all sums owing hereunder have been paid in full, then any then current insurance policies, copies thereof and premium receipts so delivered shall be returned to Buyer on demand.~~

~~All policies so furnished shall include a loss payable clause in favor of Seller as its interests appear hereunder.~~

~~At option of Buyer, loss proceeds from such insurance may be used in repair or reconstruction, upon condition, however, that written notice of intention so to do shall be given to Seller within 30 days from date of such loss, and upon further condition that arrangements satisfactory to Seller are made within said time to assure Seller that said proceeds will be actually used and expended for said purposes only. Otherwise, said proceeds shall be applied as a credit on the purchase price.~~

~~As long as the existing mortgage herein mentioned is outstanding, the immediately foregoing provisions concerning use of proceeds collected from insurance are subject to rights of the mortgagees in said mortgage.~~

~~Said property is subject to a mortgage from Sellers as mortgagors to Interstate Production Credit Association as mortgagee. Seller parties shall be responsible for all payments on said mortgage and shall save and hold Buyer parties free and harmless therefrom. However, in the event there are any insurable improvements situated on said property at any time while this contract is outstanding, the same shall name the Buyer parties as insured parties with first loss payable clause in favor of said mortgagee and second loss payable clause in favor of the Sellers herein.~~

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6. TAXES: Buyer shall pay all taxes and municipal and other public liens and assessments which hereafter may be lawfully levied, imposed or shall accrue against the property, all before the same or any part thereof becomes past due.

However, taxes against the property for the current tax year shall be prorated between the parties as of December 2, 1986.

Buyer shall furnish to Seller, immediately when available, receipts showing payment of said taxes and municipal and other public liens and assessments.

7. MAINTENANCE AND IMPROVEMENTS: Buyer at its expense shall keep the buildings, including any mobile homes, and all other improvements now on the property or hereafter erected, and the yards, grounds and similar other improvements, in good condition and repair and shall not suffer or permit any waste or strip thereof or of said property otherwise. No merchantable timber shall be cut without Seller's prior written consent.

8. LIENS: Buyer shall keep the property free of all liens which may obtain priority over Seller's lien and save Seller harmless therefrom and reimburse Seller for all costs and attorney fees incurred by it in defending against any such liens.

9. ADVANCEMENTS: If Buyer fails to perform or pay any act or item required to be performed or paid by it hereunder, then Seller may do so, and any expense or payment so incurred or made by Seller shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to Seller for Buyer's breach of contract.

10. ATTORNEY FEES: In event of any suit, action or other proceeding instituted to foreclose this contract or to enforce any of the provisions hereof or on account of any provision hereof, then and in the same and on appeal the prevailing party shall recover from the other such sum as and for attorney fees and the cost of a title foreclosure report as the court having jurisdiction of the matter shall deem reasonable. If either party is in default and the other party delivers this contract to an attorney for suit, action or other proceeding, or to otherwise enforce the nondefaulting party's rights hereunder, then the defaulting party shall pay the reasonable fees of the attorney to whom this contract was so delivered, even though no suit, action or other proceeding is filed.

11. TITLE: Seller warrants and covenants to and with Buyer that it is now owner, in fee simple of said property free and clear of all encumbrances, excepting only encumbrances herein expressly stated, if any, and it will not create any encumbrances against the same.

12. WAIVER: Seller's failure at any time to require performance by Buyer of any of Buyer's obligations shall in no way affect Seller's right to enforce the same or otherwise to avail itself of any of its rights or remedies, nor shall any waiver by Seller of any breach of any provision be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

13. REPRESENTATIONS: Buyer agrees and warrants, as a part of the consideration for this sale to it, that it has inspected all the property on its own behalf and that in making this purchase and in executing this contract, it is not relying upon any representations, warranties, guarantees or covenants of Seller or any party acting for Seller with respect to the condition of the property, and Buyer explicitly waives any claim on that account. The parties hereto agree neither Seller nor any party acting for Seller has made any such representations, warranties, guarantees or covenants. This, however, does not detract from, limit or restrict Seller's representations, warranties, guarantees or covenants with respect to title.

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14. CONVEYANCE AND ASSIGNMENT: All provisions of this contract shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties.

Notwithstanding the above, Buyer shall not sell, assign, encumber or convey away any of its right, title or interest in this contract or the real or personal property covered hereby without first obtaining the written consent of Seller to each such act. Any violation of this provision shall constitute a material breach of this contract. Seller shall not unreasonably withhold its consent and may withhold its consent only if after review of information furnished by Buyer, Seller reasonably believes that the proposed buyer lacks credit worthiness or reliability to such a degree as to impair Seller's security.

15. DEED: If and when Buyer has fully paid the purchase price and at the times specified and has strictly and literally performed all and singular the obligations herein on its part to be kept and performed according to the true intent and tenor thereof, Seller at its expense shall deliver unto Buyer, upon request, a good and sufficient deed of general warranty conveying the property in fee simple unto Buyer as grantee, its heirs and assigns (or its successors and assigns, as the case may require), free and clear of all encumbrances, excepting the above mentioned taxes and municipal and all other public liens to be paid by Buyer as herein provided and all liens and encumbrances created by Buyer, and permitted encumbrances herein expressly referred to, if any.

~~16. TITLE INSURANCE. By the time below mentioned, Seller shall furnish Buyer with a \$ \_\_\_\_\_ title insurance policy running in favor of Buyer issued by a reputable title insurance company doing business in Douglas County, Oregon, and insuring marketable title in and to the property free and clear of all encumbrances and interests of others, excepting the usual printed exceptions contained in such policies, the above mentioned taxes and municipal and all other public liens and assessments to be paid by Buyer as herein provided, and all liens and encumbrances created by Buyer, encumbrances and interests of others herein expressly referred to, if any.~~

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17. BREACH OR DEFAULT: In the event Buyer shall fail for more than thirty (30) successive days to make any installment payment under Paragraph 2 aforesaid, then, while such default continues, or if Buyer fails to keep and perform any of the obligations herein on its part to be kept and performed, time of payment, and strict performance being expressly declared to be of the essence of this contract, Seller may, declare the whole unpaid balance of the purchase price, with interest thereon, at once due and payable and at its option:

(a) Bring an action for all or any portion of the purchase price, including specific performance, without in any way forfeiting any security; or

(b) Strictly foreclose this contract by suit in equity; or

(c) Pursue statutory forfeiture remedy; or

(d) Pursue any other right or remedy at law, in equity or otherwise, no above right or remedy being exclusive, and each being cumulative, and the exercise of any one or more remedies shall not exclude or prevent Seller from at the same time, or at any other time, resorting to or exercising any other right or remedy on account of the same or any other breach or default.

In case an action at law for any portion of the purchase price, or a suit to foreclose this contract, or any other action, suit or other proceeding in pursuit of any other right or remedy is brought, then the court may, upon motion of the Seller, appoint a receiver to take immediate possession and collect the rents and profits arising during the pendency of such case and while any judgment or decree entered therein remains unsatisfied, and apply the same to the payment of the amount due Seller hereunder or as may be determined by any such court, first deducting all proper charges and expenses attending the execution of said trust.

18. ENTIRE AGREEMENT: This contract embodies the entire agreement of the parties with respect to the transaction herein set out, and there shall be no modification or alteration of the same unless it be in writing subscribed to by all parties hereto.

19. CONDEMNATION: Should the above-described property, or any part thereof, be taken by condemnation, Seller is empowered to collect and receive all compensation which may be paid for any property taken, or for any damages to property not taken, and all condemnation monies so received shall be applied, at Seller's election, to the reduction of the indebtedness secured hereby or to repair or restoration of any property so damaged, and any excess over the amount of the indebtedness shall be delivered to Buyer or his order.

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WATER RESOURCES DEPT.  
SALEM, OREGON



20. This contract has been prepared by the law firm of LUOMA, KELLEY, WOLKE, MAYS & POLLACZEK representing Seller. The other party understands that should it desire any legal representation in this matter, it must contact separate attorneys.

21. Sellers retain ownership of 800 MBF of conifer merchantable timber (suitable for lumbar production, veneer production and similar other wood products production items) and shall have the right to cut and remove the same at any time or times within the next 15 years. However, in doing so, they shall do so in a reasonable manner, so as not to unnecessarily interfere with other uses of said property or damage said property unnecessarily. This, however, does not prohibit the Sellers from cutting and removing any of said timber in normal, good, workmanlike manner of logging operations in Douglas County, Oregon.

~~By this reservation, the parties agree that the timber being reserved by the Sellers is that now situated on the following portions of said real property, to-wit: There is a sketch attached to this contract, and the timber situated on those portions which are lined in red pencil represent the timber being reserved by the Seller parties hereto.~~

In cutting and removing any of said timber so reserved, the Seller parties shall also have reasonable ingress to and egress from the same, over and across any other portion of the property covered by this Sales Contract.

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WATER RESOURCES DEPT.  
SALEM, OREGON

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year herein first above written.

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
SELLER

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BUYER

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BUYER

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EXHIBIT "A"

This Exhibit A is attached to and made a part of a real property Sales Contract dated December 2, 1986, between Ray E. Doerner and Patricia Doerner, husband and wife, Seller parties, and Douglas R. Doerner and Jennifer Doerner, husband and wife, Buyer parties.

That certain real property situated in Douglas County, Oregon, described as follows, to-wit:

**The Northwest quarter of the Southwest quarter of Section 13, Township 26 South, Range 7 West of the Willamette Meridian, Douglas County, Oregon excepting therefrom that part of the Northwest quarter of the Southwest quarter which lies within the following exception:**

Commencing at a point in the center of County Road (an oak tree 26" in diameter) 4 chains and 90 links from the Northwest corner of the Southwest Quarter of the Northwest quarter of Section 13 Township 26 South of Range 7 West of Willamette Meridian; running thence South 37 degrees East 3 chains and 50 links; thence South 40 degrees East 4 chains; thence South 26 degrees East 20 chains; thence south 31 degrees 45' East 3 chains and 50 links to a point on the West boundary of the Jonathon Woodruff Donation Land Claim No. 38, 33 chains and 16 links from the Southwest corner of said Donation Land Claim No. 38; thence North along the boundary of said claim to the Southeast corner of the Northwest quarter of the Northwest quarter of Section 13, Township 26 South of Range 7 West; thence West 14 chains and 90 links to the place of beginning.

ALSO commencing at a point 2 chains West of a point on the South line of the Jonathon Woodruff Donation Land Claim No. 38 directly South of the quarter section post between Sections 13 and 24 in Township 26 South of Range 7 West of the Willamette Meridian, running thence West to the Southwest corner of said Donation Land Claim No. 38; thence North 33 chains and 16 links to a stake in the center of the County Road; thence South 31 degrees 45' East 7 chains; thence South 26 degrees 30' East 27 chains and 50 links; thence South 43 degrees 45' East 3 chains to the place of beginning, Douglas County, Oregon.

ALSO the Southwest Quarter of the Southwest Quarter of Section 13, Township 26 South, Range 7 West of the Willamette Meridian, Douglas County, Oregon.

ALSO the East half of the Southeast quarter of Section 14 Township 26 South, Range 7 West of the Willamette Meridian, Douglas County, Oregon.

ALSO the Northeast quarter of the Northeast quarter of Section 23, Township 26 South, Range 7 West, Willamette Meridian, Douglas County, Oregon.

Said property is subject to:

(a) Any part of said property which is zoned or classified for farm use could be subject to additional tax if it later becomes disqualified for such use. Buyer parties shall be responsible for paying any such additional tax, if that occurs in the future.

(b) If any part of said property is classified as forest land then, in the event of declassification, said part of said property could become subject to additional taxes and interest. If such does occur, Buyer parties shall be responsible for the same.

(c) Said property is also subject to any rights-of-way and easements which now appear of record.

LUOMA, KELLEY, WOLKE,  
MAYS & POLLACZEK  
SUITE 206 PROFESSIONAL CENTER  
POST OFFICE BOX 1608  
ROSEBURG, OREGON 97470  
TELEPHONE (503) 672-5544

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SALEM, OREGON

SALES CONTRACT

THIS AGREEMENT, made as of the \_\_\_\_\_ day of December 19 80, by and between RAY E. DOERNER, as to an undivided one-half interest,

called "Seller," and DOUGLAS R. DOERNER and JENNIFER DOERNER, husband and wife,

called "Buyer".

In construing this contract any party may be one person or more than one person, a corporation or other entity. If context requires, the singular pronoun shall mean and include the plural, the masculine, the feminine and the neuter, and generally all grammatical changes shall be made, assumed and implied to make provisions hereof apply equally to corporations, partnerships, individuals and others.

W I T N E S S E T H:

IT IS MUTUALLY UNDERSTOOD and AGREED by and between said parties as follows:

1. DESCRIPTION: For and in consideration of all terms, provisions, covenants and conditions (hereinafter designated "provisions") herein set out, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the following described property:

The Northwest quarter of the Northwest quarter of Section 24, Township 26 South, Range 7 West of the Willamette Meridian, Douglas County, Oregon.

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Said real property shall hereinafter be called "property" unless land without improvements is intended, then "premises". Said property includes the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

If any personal property is covered by this contract it shall hereinafter be designated "personal property".

2. PURCHASE PRICE: The purchase price is \$43,150.00 payable as follows:

- a. Interest accrues at 6% per annum on all deferred balances commencing with December 31, 1980 and is to be paid by the 31st day of each December commencing in 1981. In addition, the below listed principal payments are to be paid each calendar year.
- b. \$3,000.00 shall be paid by each of the buyer parties on December 31, 1980.
- c. \$3,000.00 shall be paid by each of the buyer parties on January 2, 1981.
- d. \$3,000.00 shall be paid by each of the buyer parties on each January 2 thereafter until the purchase price, principal and interest, has been fully paid.
- e. Notwithstanding any provisions hereinabove or hereinafter set out, it is expressly understood and agreed that there shall be no acceleration of payment without first obtaining the seller's written consent.

3. POSSESSION: Possession shall be delivered to Buyer on or before December 31, 1980.

4. CONVEYANCE: Seller agrees to forthwith convey said real property to the buyers and at any time on request hereafter the buyers agree to execute a mortgage in favor of the seller as and for collateral security for all of the terms, provisions and obligations on the part of the buyers hereunder to be paid, kept and performed.

5. INSURANCE: Buyer shall cause all buildings now erected on said premises, and any replacements thereof, to be constantly insured in a company or companies satisfactory to Seller against loss or damage by fire, together with extended insurance coverage. Seller shall not unreasonably withhold consent as to the company or companies selected to issue such insurance.

Such insurance shall be in amounts at least equal to the balances owing hereunder, or to the full insurable value of said buildings, whichever is the lesser.

Buyer shall deliver to Seller immediately when issued originals or copies of such policies, together with receipts showing payment of premiums thereon.

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SALEM, OREGON

When all sums owing hereunder have been paid in full, then any then current insurance policies, copies thereof and premium receipts so delivered shall be returned to Buyer on demand.

All policies so furnished shall include a loss payable clause in favor of Seller as its interests appear hereunder.

At option of Buyer, loss proceeds from such insurance may be used in repair or reconstruction, upon condition, however, that written notice of intention so to do shall be given to Seller within 30 days from date of such loss, and upon further condition that arrangements satisfactory to Seller are made within said time to assure Seller that said proceeds will be actually used and expended for said purposes only. Otherwise, said proceeds shall be applied as a credit on the purchase price.

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6. TAXES: Buyer shall pay all taxes and municipal and other public liens and assessments which hereafter may be lawfully levied, imposed or shall accrue against said property, all before the same or any part thereof becomes past due.

However, taxes against said property for the current tax year shall be prorated between the parties as of December 31, 1980.

Buyer shall furnish to Seller, immediately when available, receipts showing payment of said taxes and municipal and other public liens and assessments.

7. MAINTENANCE AND IMPROVEMENTS: Buyer at its expense shall keep the buildings and other improvements on said premises, now or hereafter erected, and the yards, grounds and similar other improvements, in good condition and repair and shall not suffer or permit any waste or strip thereof or of said property otherwise.

8. ADVANCEMENT: If Buyer fails to perform or pay any act or item required to be performed or paid by it hereunder, then Seller may do so, and any expense or payment so incurred or made by Seller shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to Seller for Buyer's breach of contract.

9. ATTORNEY FEES: In the event of any suit, action or other proceeding instituted on account of any term or provision hereof, then and in the same and on appeal the prevailing party shall recover from the other such sum as and for attorney fees as the court having jurisdiction of the matter shall deem reasonable. If either party is in default and the other party delivers this contract to an attorney for suit, action, or other proceeding, or to otherwise enforce the nondefaulting party's rights hereunder, then the defaulting party shall pay the reasonable fees of the attorney to whom this contract was so delivered, even though no suit, action or other proceeding is filed.

10. WAIVER: Seller's failure at any time to require performance by Buyer of any of Buyer's obligations shall in no way affect Seller's right to enforce the same or otherwise to avail itself of any of its rights or remedies, nor shall any waiver by Seller of any breach of any provision be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

11. CONVEYANCE AND ASSIGNMENT: All provisions of this contract shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties. Notwithstanding the foregoing provisions, it is understood that the lending institution, which will receive a First Mortgage encumbering said property, will not be responsible for any of the terms, provisions or obligations on the part of Buyers hereunder to be paid, kept or performed.

12. BREACH OR DEFAULT: In the event Buyer shall fail for more than thirty (30) successive days to make any installment payment under Paragraph 2 aforesaid, then, while such default continues, or if Buyer fails to keep and perform any of the obligations herein on its part to be kept and performed, time of payment and strict performance being expressly declared to be of the essence of this contract, Seller may, at its option:

(a) Declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, and then bring action at law for all or any portion of said purchase price without in any way forfeiting any security; or

(b) Pursue any other right or remedy at law, in equity or otherwise, no above right or remedy being exclusive, and each being cumulative, and the exercise of any one or more remedies shall not exclude or prevent Seller from at the same time, or at any other time, resorting to or exercising any other right or remedy on account of the same or any other breach or default.

13. Incorporation of provisions hereof into Second Mortgage from Buyers to Seller: Any mortgage hereafter executed in favor of the Seller by the Buyers shall, without being detailed in full in said mortgage, shall automatically include all of the terms and provisions hereof on the part of the Buyers to be paid, kept and performed and shall also include all of the rights and remedies hereof given and granted unto the Seller.

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20. This contract has been prepared by the law firm of LUOMA, KELLEY & WOLKE representing Seller. The other party understands that should it desire any legal representation in this matter it must contact separate attorneys.

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WATER RESOURCES DEPT.  
SALEM, OREGON

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year herein first above written.

Ray E. Doornick

\_\_\_\_\_

SELLER

DK RD

Jennifer J. Doornick

BUYER

SALES CONTRACT

THIS AGREEMENT, made as of the \_\_\_\_\_ day of December 19 80, by and between PATRICIA M. DOERNER, as to an undivided one-half interest,

called "Seller," and DOUGLAS R. DOERNER and JENNIFER DOERNER, husband and wife,

called "Buyer".

In construing this contract any party may be one person or more than one person, a corporation or other entity. If context requires, the singular pronoun shall mean and include the plural, the masculine, the feminine and the neuter, and generally all grammatical changes shall be made, assumed and implied to make provisions hereof apply equally to corporations, partnerships, individuals and others.

W I T N E S S E T H :

IT IS MUTUALLY UNDERSTOOD and AGREED by and between said parties as follows:

1. DESCRIPTION: For and in consideration of all terms, provisions, covenants and conditions (hereinafter designated "provisions") herein set out, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the following described property:

The Northwest quarter of the Northwest quarter of Section 24, Township 26 South, Range 7 West of the Willamette Meridian, Douglas County, Oregon.

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Said real property shall hereinafter be called "property" unless land without improvements is intended, then "premises". Said property includes the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

If any personal property is covered by this contract it shall hereinafter be designated "personal property".

Law Offices  
LUOMA, KELLEY & WOLKE  
Professional Center  
Roseburg, Oregon



2. PURCHASE PRICE: The purchase price is \$43,150.00 payable as follows:

- a. Interest accrues at 6% per annum on all deferred balances commencing with December 31, 1980 and is to be paid by the 31st day of each December commencing in 1981. In addition, the below listed principal payments are to be paid each calendar year.
- b. \$3,000.00 shall be paid by each of the buyer parties on December 31, 1980.
- c. \$3,000.00 shall be paid by each of the buyer parties on January 2, 1981.
- d. \$3,000.00 shall be paid by each of the buyer parties on each January 2 thereafter until the purchase price, principal and interest, has been fully paid.
- e. Notwithstanding any provisions hereinabove or hereinafter set out, it is expressly understood and agreed that there shall be no acceleration of payment without first obtaining the seller's written consent.

3. POSSESSION: Possession shall be delivered to Buyer on or before December 31, 1980.

4. CONVEYANCE: Seller agrees to forthwith convey said real property to the buyers and at any time on request hereafter the buyers agree to execute a mortgage in favor of the seller as and for collateral security for all of the terms, provisions and obligations on the part of the buyers hereunder to be paid, kept and performed.

5. INSURANCE: Buyer shall cause all buildings now erected on said premises, and any replacements thereof, to be constantly insured in a company or companies satisfactory to Seller against loss or damage by fire, together with extended insurance coverage. Seller shall not unreasonably withhold consent as to the company or companies selected to issue such insurance.

Such insurance shall be in amounts at least equal to the balances owing hereunder, or to the full insurable value of said buildings, whichever is the lesser.

Buyer shall deliver to Seller immediately when issued originals or copies of such policies, together with receipts showing payment of premiums thereon.

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When all sums owing hereunder have been paid in full, then any then current insurance policies, copies thereof and premium receipts so delivered shall be returned to Buyer on demand.

All policies so furnished shall include a loss payable clause in favor of Seller as its interests appear hereunder.

At option of Buyer, loss proceeds from such insurance may be used in repair or reconstruction, upon condition, however, that written notice of intention so to do shall be given to Seller within 30 days from date of such loss, and upon further condition that arrangements satisfactory to Seller are made within said time to assure Seller that said proceeds will be actually used and expended for said purposes only. Otherwise, said proceeds shall be applied as a credit on the purchase price.

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6. TAXES: Buyer shall pay all taxes and municipal and other public liens and assessments which hereafter may be lawfully levied, imposed or shall accrue against said property, all before the same or any part thereof becomes past due.

However, taxes against said property for the current tax year shall be prorated between the parties as of December 31, 1980.

Buyer shall furnish to Seller, immediately when available, receipts showing payment of said taxes and municipal and other public liens and assessments.

7. MAINTENANCE AND IMPROVEMENTS: Buyer at its expense shall keep the buildings and other improvements on said premises, now or hereafter erected, and the yards, grounds and similar other improvements, in good condition and repair and shall not suffer or permit any waste or strip thereof or of said property otherwise.

8. ADVANCEMENTS: If Buyer fails to perform or pay any act or item required to be performed or paid by it hereunder, then Seller may do so, and any expense or payment so incurred or made by Seller shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to Seller for Buyer's breach of contract.

9. ATTORNEY FEES: In the event of any suit, action or other proceeding instituted on account of any term or provision hereof, then and in the same and on appeal the prevailing party shall recover from the other such sum as and for attorney fees as the court having jurisdiction of the matter shall deem reasonable. If either party is in default and the other party delivers this contract to an attorney for suit, action, or other proceeding, or to otherwise enforce the nondefaulting party's rights hereunder, then the defaulting party shall pay the reasonable fees of the attorney to who this contract was so delivered, even though no suit, action or other proceeding is filed.

10. WAIVER: Seller's failure at any time to require performance by Buyer of any of Buyer's obligations shall in no way affect Seller's right to enforce the same or otherwise to avail itself of any of its rights or remedies, nor shall any waiver by Seller of any breach of any provision be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

11. CONVEYANCE AND ASSIGNMENT: All provisions of this contract shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties. Notwithstanding the foregoing provisions, it is understood that the lending institution, which will receive a First Mortgage encumbering said property, will not be responsible for any of the terms, provisions or obligations on the part of Buyers hereunder to be paid, kept or performed.

12. BREACH OR DEFAULT: In the event Buyer shall fail for more than thirty (30) successive days to make any installment payment under Paragraph 2 aforesaid, then, while such default continues, or if Buyer fails to keep and perform any of the obligations herein on its part to be kept and performed, time of payment and strict performance being expressly declared to be of the essence of this contract, Seller may, at its option:

(a) Declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, and then bring action at law for all or any portion of said purchase price without in any way forfeiting any security; or

(b) Pursue any other right or remedy at law, in equity or otherwise, no above right or remedy being exclusive, and each being cumulative, and the exercise of any one or more remedies shall not exclude or prevent Seller from at the same time, or at any other time, resorting to or exercising any other right or remedy on account of the same or any other breach or default.

13. Incorporation of provisions hereof into Second Mortgage from Buyers to Seller: Any mortgage hereafter executed in favor of the Seller by the Buyers shall, without being detailed in full in said mortgage, shall automatically include all of the terms and provisions hereof on the part of the Buyers to be paid, kept and performed and shall also include all of the rights and remedies hereof given and granted unto the Seller.

RECEIVED

DEC 28 1992

20. This contract has been prepared by the law firm of LUOMA, KELLEY & WOLKE representing Seller. The other party understands that should it desire any legal representation in this matter it must contact separate attorneys.

RECEIVED

DEC 28 1992

WATER RESOURCES DEPT.  
SALEM, OREGON

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year herein first above written.

\_\_\_\_\_  
*Patricia M. Downer*

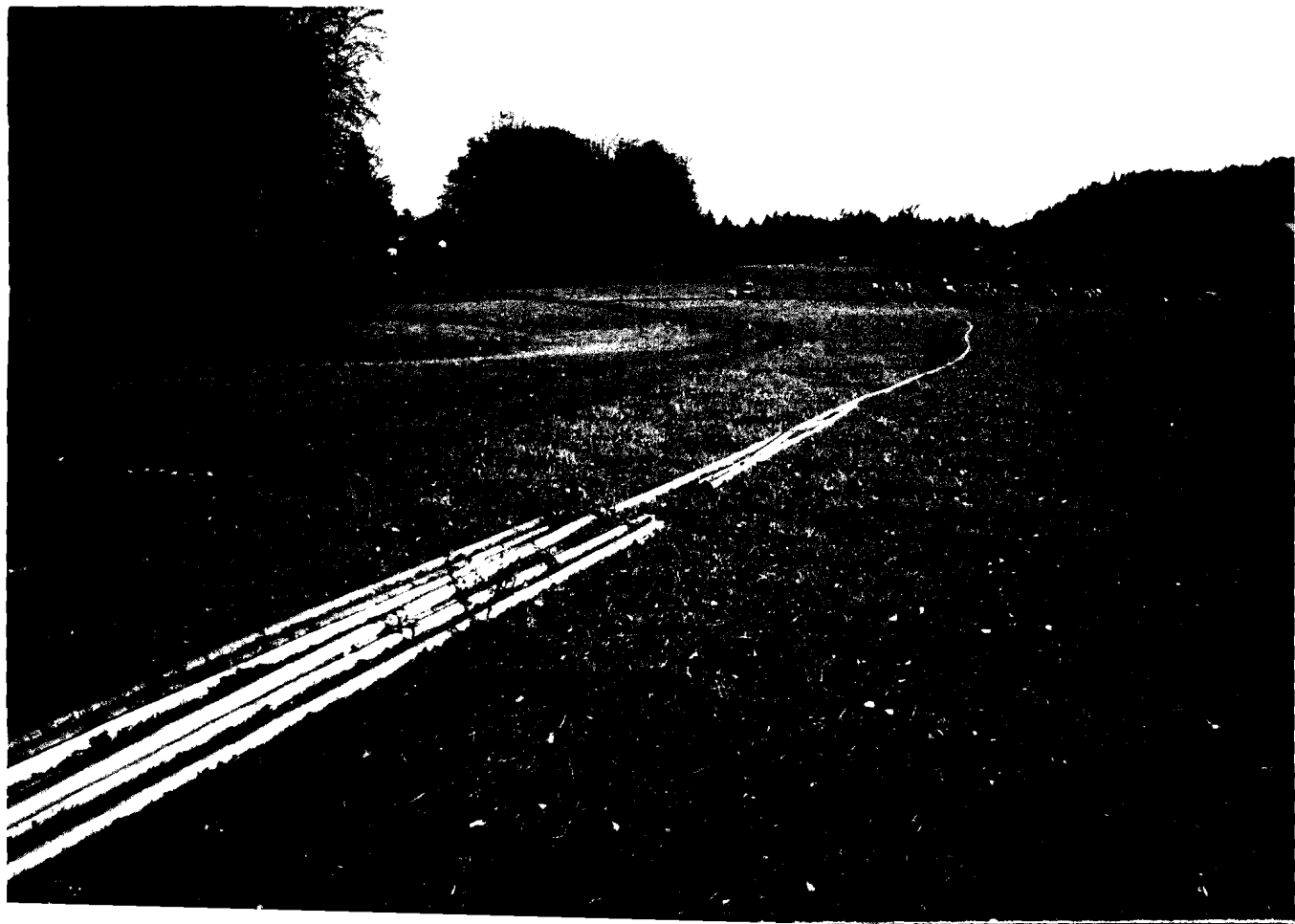
SELLER

\_\_\_\_\_  
*D. L. R. D.*

\_\_\_\_\_  
*Jennifer J. Downer*

BUYER







BONDED WINERY NO. 7  
ADOLPH H. COERNER

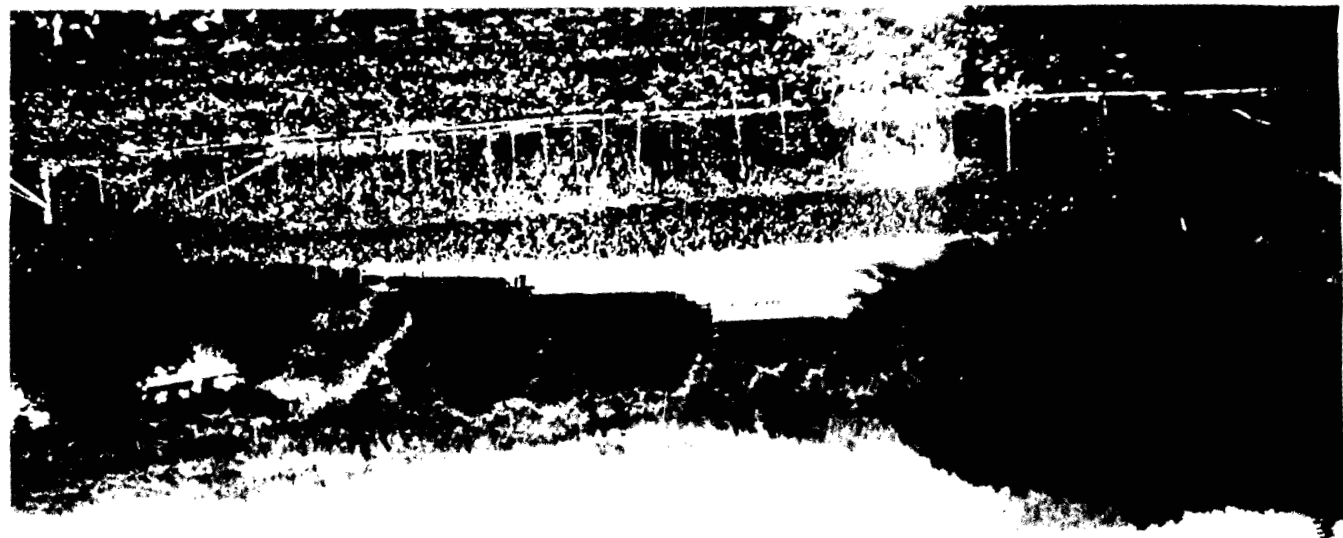












SURFACE WATER REGISTRATION CHECKLIST

(received after July 18, 1990)

CHECK BASIN MAP See NAME Unyquis # 16 UNADJUDICATED AREA ? YES  
RECEIPT # 95570 S W R NUMBER 264  
CHECK ENCLOSURES See PRELIMINARY DATA BASE ENTRY OK  
ACKNOWLEDGEMENT LETTER See ENTER ON STREAM INDEX \_\_\_\_\_  
CHECK QUADRANGLE MAP \_\_\_\_\_ CHECK GLO PLATS \_\_\_\_\_  
WATERMASTER CHECKLIST \_\_\_\_\_ PUBLIC NOTICE PUBLICATION See

**FORM REVIEW**

\_\_\_\_\_ blanks filled in  
\_\_\_\_\_ signed  
\_\_\_\_\_ date received stamped

**MAP REVIEW**

source and trib  
 diversion point location  
 conveyances (pipes, ditch, etc.)  
 place of use  
 scale  
 township, range, section  
 north arrow  
 CWRE stamp  
\_\_\_\_\_ disclaimer  
 date survey was performed  
 P.O.B. of survey  
 dimensions and capacity of diversion system  
 "beneficial use" type title  
 "permanent-quality" paper  
 710th acre

WATER RIGHT RECORD CHECK \_\_\_\_\_ FIELD INSPECTION \_\_\_\_\_  
FINAL FILE REVIEW \_\_\_\_\_ FINAL DATA BASE ENTRY \_\_\_\_\_  
ENTER ON PLAT CARDS \_\_\_\_\_

February 19, 1993

DOUGLAS R DOERNER  
461 HEYDON ROAD  
ROSEBURG OR 97470

Dear MR DOERNER,

This will acknowledge that your Surface Water Registration Statement in the name of DOUGLAS R DOERNER has been received by our office. The fees in the amount of \$232.00 have been received and our receipt #95570 is enclosed. Your registration statement has been numbered SWR-264.

Our office will review your form and map in the near future. If necessary we will schedule a meeting with you that will include a site inspection. If there are problems with your form we are usually able to take care of them during our visit. We will be able to answer any questions you might have about the adjudication process at that time.

Please feel free to contact this office if you have any questions.

Sincerely,



Don Knauer  
Adjudication Specialist

Enclosure

C:\WP51\SWR\CLAIMANT\SWR-0264.001



**STATE OF OREGON**  
**WATER RESOURCES DEPARTMENT**  
 3850 PORTLAND ROAD NE  
 SALEM, OR 97310  
 378-8455/378-8130 (FAX)

RECEIPT # **95570**

RECEIVED FROM: <u>Deanna Farm</u> BY: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">APPLICATION</td><td style="width: 50px;"></td></tr> <tr><td style="text-align: center;">PERMIT</td><td></td></tr> <tr><td style="text-align: center;">TRANSFER</td><td></td></tr> </table>	APPLICATION		PERMIT		TRANSFER	
APPLICATION							
PERMIT							
TRANSFER							

CASH: <input type="checkbox"/>	CHECK: # <input checked="" type="checkbox"/> <u>9655</u>	OTHER: (IDENTIFY) <input type="checkbox"/>	TOTAL REC'D \$ <u>232</u>
--------------------------------	----------------------------------------------------------	--------------------------------------------	---------------------------

**01-00-0 WRD MISC CASH ACCT**

842.010	ADJUDICATIONS	\$ <u>232</u>
831.087	PUBLICATIONS/MAPS	\$
830.650	PARKING FEES Name/month	\$
_____	OTHER: (IDENTIFY)	\$

**REDUCTION OF EXPENSE**

CASH ACCT.	\$
COST CENTER AND OBJECT CLASS	VOUCHER #

**03-00-0 WRD OPERATING ACCT**

<b>MISCELLANEOUS:</b>		
840.001	COPY FEES	\$
850.200	RESEARCH FEES	\$
880.109	MISC REVENUE: (IDENTIFY)	\$
520.000	OTHER (P-6): (IDENTIFY)	\$
<b>WATER RIGHTS:</b>		
842.001	SURFACE WATER	EXAM FEE \$
842.003	GROUND WATER	842.002 \$
842.005	TRANSFER	842.004 \$
<b>WELL CONSTRUCTION</b>		842.006 \$
842.022	WELL DRILL CONSTRUCTOR	EXAM FEE \$
842.016	WELL DRILL OPERATOR	842.023 \$
_____	LANDOWNER'S PERMIT	842.019 \$
		842.024 \$

**06-00-0 WELL CONST START FEE**

842.013	WELL CONST START FEE	\$	CARD #
	MONITORING WELLS	\$	CARD #

**45-00-0 LOTTERY PROCEEDS**

864.000	LOTTERY PROCEEDS	\$
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**07-00-0 HYDRO ACTIVITY**

842.011	POWER LICENSE FEE(FW/WRD)	\$	LIC NUMBER
842.115	HYDRO LICENSE FEE(FW/WRD)	\$	
_____	HYDRO APPLICATION	\$	

RECEIPT # **95570** DATED: 12-24-12 BY: \_\_\_\_\_