



Oregon

John A. Kitzhaber, MD, Governor

Water Resources Department

North Mall Office Building
725 Summer St. NE, Suite A

Salem, OR 97301

Phone 503-986-0900

FAX 503-986-0904

www.wrd.state.or.us

July 29, 2013

Micah and Laura Bodner
46090 McKenzie Highway
Vida, Oregon 97488

Dear Micah and Laura Bodner:

The Water Resources Department has received your application to use water. At this time however, we are unable to accept your application, because the minimum filing requirements are not met according to the Oregon Administrative Rules (OAR 690-310-0040 and 0050).

We are hereby returning the incomplete application and the fees submitted. Please return the application, the required information, and this checklist, so the Department may begin processing your application in a timely manner.

This review is based only on the completeness of your application. Any determination of water availability, compliance with basin plan rules, or any other water related issues has not been made.

Should you have any questions, please do not hesitate to contact Customer Service at the address above or by telephone at 503-986-0801.

Sincerely,

Jerry Sauter
Water Rights Program Analyst

Cc: OWRD Fiscal

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Standard Application Completeness Checklist

Minimum Requirements (OAR 690-310-0040)(ORS 537.400)

This is the checklist used by WRD staff

You must include a Legal description of all the properties involved where water is diverted, crossed, and used. The Legal description includes a metes and bounds, or other government survey description. A copy of the deed, land sales contract or title insurance policy can provide this information, or you may submit a lot book report prepared by a title company. The Department will not accept a copy of the tax bill.

The map must meet all the minimum requirements of OAR 690-310-0050.

- Township, Range, Section
- Location of main canals, ditches, pipelines or flumes (if POA/POD is outside of POU)
- Place of use, 1/4, 1/4=s and tax lot clearly identified
- Even map scale not less than 4" = 1 mile (example: 1" = 100 ft, 1" = 200 ft, etc.)
- Location of **each** diversion point, well or dam by reference to a recognized public land survey corner. Multiple wells shall be uniquely labeled, and identified on well logs if existing.
- Reference corner on map
- North Directional Symbol
- Number of acres per 1/4, 1/4, if for irrigation, nursery, or agriculture
- Other _____

Fees: Amount of water requested _____

Base Fee \$ 1150

Total Exam Fees \$ 1450

1st CFS/AF \$ 300

Permit Recording Fees \$ _____

___ Addtnl CFS/ AF @ _____ = _____

Total Paid \$ _____

___ Addtnl POD/POA @ _____ = _____

Amount Due \$ _____

___ Addtnl Use @ _____ = _____

Amount Returned \$ 1450

Reviewed by: _____

Date : _____

Groups\wr\Customer Service Group\templates\standard app checklist

8/8/2011 jks

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Bodner Wine. Co.
Laura & Micah Bodner
46090 Mckenzie Hwy
Vida, OR 97488

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266

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To Whom It May Concern:

Please find enclosed our application for a permit to use ground water with supporting documents for the land located at map & taxlot #17-01-23-30.

We are currently under a land sales contract for this piece of property and our offer is contingent upon whether we can obtain water rights. I have been in touch with Michael Mattick, our local water master and he has been very helpful in guiding me through this process and helping me fill out the application. We are currently set to close on the property September 12th but if this process will take longer please inform me so I can put together an addendum to my real estate sales contract to extend the closing date. Michael informed me that the initial review would take 2-4 weeks so I am anticipating that we can meet the initial closing date.

My husband and I are planning to use this piece of property to grow grapes. The property is zoned E30. It does not have a residence and currently has no well or septic. We are planning to use the water rights for a proposed agricultural building and most importantly to irrigate the grapes for the first two years that they are planted. It is our intention to plant 15 acres of grapes on the property, but this will likely take place in 1-5 acre increments due to budgetary constraints.

My estimates for the amount of gallons per minute/per acre needed for drip irrigation were derived from Pacific Ag. Systems. Pacific Ag. Systems quoted me a rate of 5.2 gal/min/acre for a drip irrigation system. For the purposes of this application I have applied that rate to the entire 15 acres, though I suspect that rate will not be needed. I have also been in contact with Casey Jones Well Drilling for advice on the location and cost of the proposed well. I have included the paperwork from Casey Jones Well Drilling in this application.

We look forward to working with you and we are available if you need any additional information. You may contact us at 541-525-6588 or bodnerwinecompany@gmail.com. We are hoping that we will be permitted water rights so that we can put this valuable piece of farm property to use. Thank you.

Sincerely,



Laura Bodner

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Encl:

Application for a Permit to Use Ground Water
Addendum: Answer to Section 5: Water Management- C
RLID Property Detail Report for proposed property
Map outlining water use around property
Casey Jones Well Drilling bid
Map with Required Elements for Application
Land Sale Contract
Land Use Information Form

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Application for a Permit to Use Ground Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME Micah & Laura Bidner		PHONE (HM) 541-525-6588	
PHONE (WK) 541-525-6588 (Laura's cell)	CELL 541-525-6613 (Micah's cell)	FAX N/A	
ADDRESS 46090 McKenzie Hwy			
CITY Vida	STATE OR	ZIP 97488	E-MAIL* bidnerwinecompany@gmail.com

Organization Information

NAME Bidner Wine Co		PHONE 541-525-6588		FAX N/A
ADDRESS 46090 McKenzie Hwy			CELL 541-525-6588	
CITY Vida, OR	STATE OR	ZIP 97488	E-MAIL* bidnerwinecompany@gmail.com	

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

AGENT / BUSINESS NAME Laura Bidner		PHONE 541-525-6588		FAX N/A
ADDRESS 46090 McKenzie Hwy			CELL 541-525-6588	
CITY Vida	STATE OR	ZIP 97488	E-MAIL* bidnerwinecompany@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.)

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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 use water legally until the Water Resources Department issues a permit.
- Oregon law requires that a permit be issued before beginning construction of any proposed well, unless the use is exempt. 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.

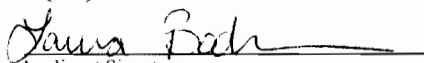
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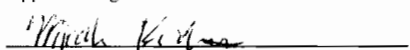
I (we) affirm that the information contained in this application is true and accurate.

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Applicant Signature

Laura Bidner owner & manager 7/23/13
Print Name and title if applicable Date

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Applicant Signature

Micah Bidner owner & manager 7/23/13
Print Name and title if applicable Date

For Department Use		
App. No. _____	Permit No. _____	Date _____

SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

* land currently under real estate contract w/ contingency on water rights contract is attached.

Yes

- There are no encumbrances, as far as I know
- This land is encumbered by easements, rights of way, roads or other encumbrances.

No

- 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 irrigation and/or domestic use only (ORS 274.040).
- Water is to be diverted, conveyed, and/or used only on federal lands.

List the names and mailing addresses of all affected landowners (attach additional sheets if necessary).

Current landowners: Glenn & Nancy Buglew
26617 Patterson Dr
Monroe, OR 97456 Phone: 541-998-2182

You must provide the legal description of: 1. The property from which the water is to be diverted, 2. Any property crossed by the proposed ditch, canal or other work, and 3. Any property on which the water is to be used as depicted on the map.

SECTION 3: WELL DEVELOPMENT

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
1	Mckenzie River	60' (estimate from Rob Murphy of Casey Jones Well Drilling)	15' (estimate w/ help of Michael Mattrick, work mark)

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Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) not documented in the attached well log or other materials (attach additional sheets if necessary).

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SECTION 3: WELL DEVELOPMENT, CONTINUED

Source (aquifer), if known: unknown

Total maximum rate requested: 52 gal/min/acre (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

Complete the table below. If this is an existing well, the following information may be found on the applicable well log. (If a well log is available, please submit it in addition to completing the table.) If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner.

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL-SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	no	<input type="checkbox"/>	8"	60'	possibly 10-15'	top 10'	unknown	-	-	-	-
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			↑		Exposed on (estimated)				
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>					from (close) to new well				
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

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* Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.
 ** A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.
 *** Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

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SECTION 4: WATER USE

* Drip Irrigation Period March 1st - Oct 31st

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Irrigation	2014 - 2019	15 acres
	(Seasonally as needed and early during first few years of being planted.)	

Exempt Uses: Please note that 15,000 gallons per day for single or group **domestic** purposes and 5,000 gallons per day for a single **industrial or commercial** purpose are exempt from permitting requirements.

For irrigation use only:

Please indicate the number of primary and supplemental acres to be irrigated (*must match map*).

Primary: ~~17.42~~¹⁵ Acres Supplemental: _____ Acres

List the Permit or Certificate number of the underlying primary water right(s): _____

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 15 acres

- If the use is **municipal or quasi-municipal**, attach **Form M** not municipal
- If the use is **domestic**, indicate the number of households: no households on property
- If the use is **mining**, describe what is being mined and the method(s) of extraction: N/A

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SECTION 5: WATER MANAGEMENT

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A. Diversion and Conveyance

What equipment will you use to pump water from your well(s)?

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Pump (give horsepower and type): Submersible 5000 TSP (from Casey Jones)

Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.

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B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler)

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Drip irrigation.

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C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to aquatic life and riparian habitat; prevent the discharge of contaminated water to a surface stream; prevent adverse impact to public uses of affected surface waters. See attached, Section 5 Water Management-C

SECTION 6: STORAGE OF GROUND WATER IN A RESERVOIR

If you would like to store ground water in a reservoir, complete this section (if more than one reservoir, reproduce this section for each reservoir).

Reservoir name: N/A Acreage inundated by reservoir: N/A

Use(s): —

Volume of Reservoir (acre-feet): — Dam height (feet, if excavated, write "zero"): —

Note: If the dam height is greater than or equal to 10.0' above land surface AND the reservoir will store 9.2 acre feet or more, engineered plans and specifications must be approved prior to storage of water.

SECTION 7: USE OF STORED GROUND WATER FROM THE RESERVOIR

If you would like to use stored ground water from the reservoir, complete this section (if more than one reservoir, reproduce this section for each reservoir).

Annual volume (acre-feet): N/A

USE OF STORED GROUND WATER	PERIOD OF USE

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SECTION 8: PROJECT SCHEDULE

Date construction will begin: 2014 AUG 09 2013

Date construction will be completed: 2019 SALEM, OR

Date beneficial water use will begin: 2014

SECTION 9: 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	Address	
City	State	Zip

SECTION 10: REMARKS

Use this space to clarify any information you have provided in the application (*attach additional sheets if necessary*).

See attached cover letter.

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Addendum: Answer to Section 5: Water Management- C

As proud Oregonians, the protection of our environment and our water is very important to us. We are planning to consult vineyard manager, Bruce Biehl From A.R.E.A. and irrigation expert, Anthony Knox from Pacific Ag Systems, to aid us in designing the most effective way to irrigate our crop.

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Date _____

(For staff use only)



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

WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):

- SECTION 1: _____
- SECTION 2: _____
- SECTION 3: _____
- SECTION 4: _____
- SECTION 5: _____
- SECTION 6: _____
- SECTION 7: _____
- SECTION 8: _____
- SECTION 9: _____
- SECTION 10: _____
- Land Use Information Form _____
- Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.
- Fees _____

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MAP

- Permanent quality and drawn in ink
- Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
- North Directional Symbol
- Township, Range, Section, Quarter/Quarter, Tax Lots
- Reference corner on map
- Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west). Each well must be identified by a unique name and/or number.
- Indicate the area of use by Quarter/Quarter and tax lot clearly identified
- Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
- Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)
- Other:

SALEM, OR

Land Use

Information Form



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

Applicant: Micha Laura Bedner AUG 09 2013
First Last

Mailing Address: 40090 McKenzie Hwy SALEM, OR
Vida OR 97488 Daytime Phone: 541-525-4588
City State Zip

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:
17	01	23	30	01500	E 30	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farming
						<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:

Walkerville, OR, Lane County

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B. Description of Proposed Use

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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 Regulation 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: 5.2 cubic feet per second gallons per minute acre-feet

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

Briefly describe:

Water to be used in drip irrigation of crops and for anticipated ag retail building.

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.

See bottom of Page 3. →

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): CC 16.212 (3)(a)
- 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:	
		<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
		<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.

RECEIVED BY OWRD AUG 09 2013 SALEM, OR	RECEIVED BY OWRD JUL 24 2013 SALEM, OR
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Name: Deanna Wright Title: Planner
 Signature: D. Wright Phone: 541 682-4082 Date: July 22 2013
 Government Entity: Lane County

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: _____
 City or County: _____ Staff contact: _____
 Signature: _____ Phone: _____ Date: _____

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Exhibit "A"

Parcel I:

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All that part of the following description lying Southerly of the Southerly right of way line of the McKenzie Highway:

The West half of the West half of the Southeast quarter (W1/2 W1/2 SE1/4) of Section 23 of Township 17 South of Range 1 West of the Willamette Meridian, Lane County, Oregon.

ALSO: Beginning at a point 21.56 chains East of the Northwest corner of Lot 3 of Section 23; and running thence South 24.70 chains, more or less, to the South boundary of Lot 2 of Section 26 of the same Township, this line passing through a large ash tree, marked with three notches, and on the right bank of the present channel of the McKenzie River; thence Northeasterly along the South boundary of the said Lot 2 to the Southeast corner of the same; thence North 22.20 chains, more or less, to the Northeast corner of the Southeast quarter of the Southwest quarter (SE1/4 SW1/4) of Section 23; thence West 6.72 chains to the place of beginning, all in Township 17 South of Range 1 West of the Willamette Meridian, in Lane County, Oregon.

EXCEPTING THEREFROM any part thereof lying within the boundaries of the Eugene Water and Electric Board power canal.

ALSO EXCEPT the portion conveyed to the City of Eugene, for the Eugene Water Board, in the conveyance recorded October 29, 1948, Book 384, Page 578, Deed Records, Lane County, Oregon. (Tax Lot 1300)

ALSO EXCEPT the following described four parcels of land:

- (A) Beginning at a 5/8 inch iron rod from which the center of said Section 23 bears North 3° 28' 39" West, 1787.90 feet; and running thence North 0° 01' 43" West, 20.00 feet; North 89° 58' 17" East, 548.77 feet to a point in the Westerly right of way line of Emmerick Road; thence South 0° 01' 43" East, 20.00 feet; thence departing said right of way line South 89° 58' 17" West, 272.21 feet; thence South 0° 01' 43" East, 790.36 feet to a 5/8 inch iron rod set in the right bank of the McKenzie River; thence along said bank North 85° 58' 31" West, 13.38 feet to a 5/8 inch iron rod; thence South 89° 53' 13" West, 167.77 feet to a 5/8 inch iron rod; thence North 82° 27' 15" West, 78.86 feet to a 5/8 inch iron rod; thence South 84° 30' 21" West, 17.36 feet to a 5/8 inch iron rod; thence departing from said bank North 0° 01' 43" West, 780.92 feet to the point of beginning, in Lane County, Oregon.
- (B) Beginning at a 5/8 inch iron rod set in the Westerly right of way line of Emmerick Road from which the center of said section bears North 20° 13' 12" West, 1901.52 feet; thence along said Westerly right of way line South 0° 01' 43" East, 807.09 feet to a 5/8 inch iron rod set in the right bank of the McKenzie River; thence along said right bank South 82° 56' 24" West, 17.51 feet to a 5/8 inch iron rod; thence North 85° 33' 26" West, 111.68 feet to a 5/8 inch iron rod; thence North 85° 58' 31" West, 143.86 feet to a 5/8 inch iron rod; thence departing from said right bank North 0° 01' 43" West, 790.36 feet; thence North 89° 58' 17" East, 272.21 feet to the point of beginning, in Lane County, Oregon.

(Legal Description continued)

- (C) Beginning at a point which bears North 88° 27' 34" East 2191.25 feet and North 0° 33' 05" East 559.63 feet and North 0° 34' 41" East 242.88 feet and North 89° 58' 17" East 266.93 feet and South 0° 33' 05" West 30.00 feet from the Southwest corner of said Section 23; thence North 89° 58' 17" East 282.62 feet; thence South 0° 01' 43" East 758.01 feet to a point on the South line of said Section 23; thence along said South line South 88° 27' 34" West 113.77 feet to the South 1/4 corner of said Section 23; thence South 0° 06' 38" West 30.80 feet to a point on the right bank of the McKenzie River; thence along said right bank South 84° 30' 21" West 93.63 feet; thence South 85° 39' 22" West 84.05 feet; thence departing from said right bank North 0° 33' 05" East 807.10 feet to the point of beginning, in Lane County, Oregon.
- (D) Beginning at a point which bears North 88° 27' 34" East 2191.25 feet from the Southwest corner of said Section 23; thence North 0° 33' 05" East 559.63 feet; thence North 0° 34' 41" East 242.88 feet; thence North 89° 58' 17" East 256.93 feet; thence South 0° 33' 05" West 837.10 feet to a point on the right bank of the McKenzie River; thence along said bank South 85° 39' 22" West 189.95 feet; thence South 79° 40' 58" West 69.01 feet; thence departing from said river bank North 0° 33' 05" East 61.21 feet to the point of beginning, in Lane County, Oregon.

Parcel II:

A parcel of land in the Southeast 1/4 of Section 23, Township 17 South, Range 1 West, Willamette Meridian, said parcel being more particularly described as follows:

Beginning at a 5/8 inch iron rod from which the center of Section 23 bears North 3° 28' 39" West 1787.90 feet; thence North 0° 01' 43" West 20.00 feet; thence North 89° 58' 17" East 548.77 feet; thence South 0° 01' 43" East 20.00 feet; thence South 89° 58' 17" West 548.77 feet to the point of beginning, in Lane County, Oregon.

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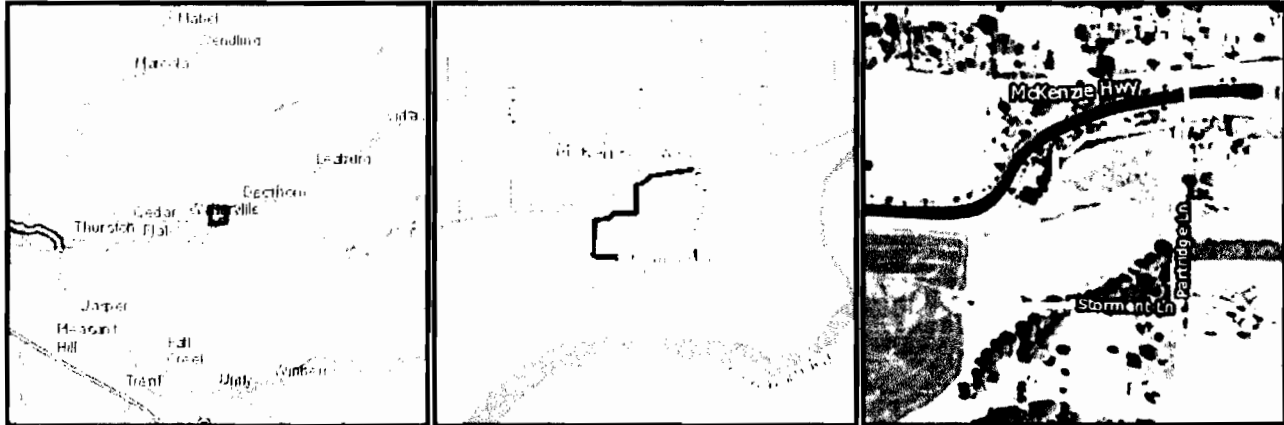
SALEM, OR

Site Address N/A
Map & Taxlot# 17-01-23-30-01500
SIC N/A
Tax Account# 0096881

Property Owner 1
 BIGELOW GLENN A & NANCY L
 26617 PATTERSON DR
 MONROE, OR 97456
Approx. taxlot acreage 17.42
Tax account acreage 17.57

Maps

Map & Taxlot # 17-01-23-30-01500



Business Information

Improvements

Site Address Information

General Taxlot Characteristics

■ **Geographic Coordinates**

X 4323778 **Y** 885426 (State Plane X,Y)
Latitude 44.0738 **Longitude** -122.7736

■ **Zoning**

Zoning Jurisdiction Lane County
 Lane County
Parent Zone E30 EXCLUSIVE FARM USE (30 ACRE MINIMUM)

■ **Land Use**

General Land Use Code Description
 V Vacant

Detailed Land Use Code Description
 9100 Vacant, Unused, Undeveloped Land

Taxlot Characteristics

Incorporated City Limits	none
Urban Growth Boundary	none
Year Annexed	N/A
Annexation #	N/A
<u>Approximate Taxlot Acreage</u>	17.42
Approx Taxlot Sq Footage	758,815
2010 Census Tract	0100
2010 Census Block Group	1
Plan Designation	AGRICULTURE
Eugene Neighborhood	N/A
Metro Area Nodal Dev Area	No
Historic Property Name	N/A
City Historic Landmark?	No
National Historical Register?	No

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Service Providers

Fire Protection Provider	McKenzie Fire & Rescue
Ambulance Provider	Springfield Dept of Fire & Life Safety
Ambulance District	EC
Ambulance Service Area	East/Central
LTD Service Area?	Yes
LTD Ride Source?	No
Soil Water Cons. Dist/Zone	UPPER WILLAMETTE / o
Emerald People's Utility District	N

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Environmental Data

FEMA Flood Hazard Zone

Code Description

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

FIRM Map Number 41039C1185 F
 Community Number data not available
 Post-FIRM Date data not available
 Panel Printed? Yes

Soils

Soil Map Unit#	Soil Type Description	% of Taxlot	Ag Class	Hydric
95	NEWBERG FINE SANDY LOAM	92%	2	No
22	CAMAS GRAVELLY SANDY LOAM, OCCASIONALLY FLOODED	8%	4	No

Schools

	Code	Name
School District	19	SPRINGFIELD
Elementary School	558	Walterville
Middle School	557	Thurston
High School	561	Thurston

Political Districts

Election Precinct	756	State Representative District	11
City Council Ward	N/A	State Representative	Phil Barnhart
City Councilor	N/A	State Senate District	6
County Commissioner District	5 (East)	State Senator	Lee Beyer
County Commissioner	Faye Stewart		
EWEB Commissioner	N/A		
LCC Board Zone	4		

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Liens

Building Permits

Land Use Applications

Petitions

Tax Statements (current and previous tax years)

ACCOUNT#: 0096881

View tax statement(s) for:

2012
2011

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Owner/Taxpayer

Owners

Owner

BIGELOW GLENN A & NANCY L

Address

26617 PATTERSON DR

City/State/Zip

MONROE, OR 97456

Taxpayer

Party Name

BIGELOW GLENN A & NANCY L

Address

26617 PATTERSON DR

City/State/Zip

MONROE, OR 97456

Data source: Lane County Assessment and Taxation

Account Status

Status Active Account Current Tax Year

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Account Status none
 Remarks Potential Additional Tax; 2001 Postponed Farm Tax \$2,636.01
 Special Assessment Program N/A

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Data source: Lane County Assessment and Taxation SALEM, OR

General Tax Account Information

Tax Account Acreage 17.57
 Fire Acres N/A
 Property Class 400 TRACT, VACANT
 Statistical Class N/A
 Neighborhood Code 204500
 Category Land and Improvements

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Data source: Lane County Assessment and Taxation

Township-Range-Section / Subdivision Data

Subdivision Type N/A Subdivision Name N/A Subdivision Number N/A
 Phase N/A Lot/Tract/Unit # TL 01500 Recording Number N/A

Data source: Lane County Assessment and Taxation

Property Values & Taxes

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

Year	Real Market Value (RMV)			Total	Total Assessed Value	Tax
	Land	Improvement				
2012	\$85,025	\$0		\$85,025	\$47,707	\$ 485.93
2011	\$81,896	\$0		\$81,896	\$53,459	\$ 545.77
2010	\$93,064	\$0		\$93,064	\$51,902	\$ 527.12
2009	\$114,895	\$0		\$114,895	\$50,390	\$ 523.90
2008	\$102,585	\$0		\$102,585	\$48,922	\$ 509.97
2007	\$89,987	\$0		\$89,987	\$47,497	\$ 489.79
2006	\$76,261	\$0		\$76,261	\$46,114	\$ 475.44
2005	\$58,663	\$0		\$58,663	\$44,771	\$ 462.04
2004	\$56,407	\$0		\$56,407	\$43,467	\$ 453.80
2003	\$50,364	\$0		\$50,364	\$42,201	\$ 439.13
2002	\$47,514	\$0		\$47,514	\$40,972	\$ 425.18
2001	\$51,091	\$0		\$51,091	\$39,779	\$ 418.49
2000	\$58,568	\$0		\$58,568	\$13,355	\$ 140.48
1999	\$55,950	\$0		\$55,950	\$12,970	\$ 129.70
1998	\$43,710	\$0		\$43,710	\$10,313	\$ 105.01
1997	\$42,030	\$0		\$42,030	\$10,013	\$ 103.47
1996	\$41,610	\$0		\$41,610	\$11,930	\$ 115.22
1995	\$11,130	\$0		\$11,130	\$11,130	\$ 111.63

Current Year Assessed Value \$47,707
 Less Exemption Amount * N/A
 Taxable Value **\$47,707**
 * Frozen Assessed Value

Data source: Lane County Assessment and Taxation

Tax Code Area & Taxing Districts

Tax Code Area (Levy Code) for current tax year 01909

Taxing Districts for TCA 01909
 LANE COMMUNITY COLLEGE
 LANE COUNTY
 LANE EDUCATION SERVICE DISTRICT
 MCKENZIE RURAL FIRE PROTECTION DISTRICT
 SPRINGFIELD SCHOOL DISTRICT 19

Data source: Lane County Assessment and Taxation

Sales & Ownership Changes

Sale Date	Sale Price	Doc #	Image Analysis Code	Multiple Accts?	Grantor(s)	Grantee(s)
12/15/1999	\$0	1999-101385	▲ 6	Yes	BIGELOW GLENN A	BIGELOW GLENN A & NANCY L
03/15/1996	\$0	1996-17143	▲ J	data not available	BIGELOW, GARY A	data not available

Data source: Lane County Assessment and Taxation

Log Off ;

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Sale Agreement # Bodner/Bigelow

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
2 to the following agency relationships in this transaction. (1) Laura Bodner (Name of Selling Licensee)
3 of Equinox Real Estate (Name of Real Estate Firm) is the agent of (check one):
4 Buyer exclusively ("Buyer Agency") Seller exclusively ("Seller Agency") Both Buyer and Seller ("Disclosed Limited Agency").
5 (2) Glenn & Nancy Bigelow (self-represented) (Name of Listing Licensee)
6 of N/A (Name of Real Estate Firm) is the agent of
7 (check one): Seller exclusively ("Seller Agency") Both Buyer and Seller ("Disclosed Limited Agency").
8 (3) If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same
9 principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both
10 Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and
11 Licensee(s).
12 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at
13 the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this
14 Final Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

15 Buyer Micah Bodner Print Micah Bodner Date 6/28/13 ←
16 Buyer Laura Bodner Print Laura Bodner Date 6-28-13 ←
17 Seller Glenn Bigelow Print Glenn Bigelow Date 7/1/13 ←
18 Seller Nancy Bigelow Print Nancy Bigelow Date 7-1-13 ←

VACANT LAND REAL ESTATE SALE AGREEMENT

19 This Agreement is intended to be a legal and binding contract.
20 If it is not understood, seek competent legal advice before signing. Time is of the essence of this Agreement.

21 1. DEFINITIONS: All references in this Agreement to "Licensee" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the
22 State of Oregon and the respective real estate companies with which they are affiliated. Licensee(s) and Firm(s) identified in the Final Agency
23 Acknowledgment Section above are not parties to this Agreement, except as may be expressly applicable. Unless otherwise provided herein: (1)
24 Time calculated in days after the date Buyer and Seller have signed this Agreement shall start on the first full business day after the date of Seller's
25 signature indicating acceptance of Buyer's offer or counteroffer, or Buyer's signature indicating acceptance of Seller's counteroffer; (2) Written
26 notices required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Licensee with the same
27 effect as if delivered to that Buyer or Seller; (3) A "business day" shall mean Monday through Friday, except recognized legal holidays as
28 enumerated in ORS 187.010 and 187.020.

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29 2.1 PRICE/PROPERTY DESCRIPTION: Buyer (print name(s)) Micah Bodner, Laura Bodner

AUG 09 2013

30 offers to purchase from Seller (print name(s)) Glenn Bigelow, Nancy Bigelow
31 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Lane County
32 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.) SALEM, OR
33 Taxlots 17-01-23-30-01500 and 17-01-23-40-01001
34

35 (Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
36 Section 5, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)
37 for the Purchase Price (in U.S. currency) of A \$ 180,000
38 on the following terms: Earnest money herein received for B \$ 1,500
39 on _____, as additional earnest money, the sum of C \$ _____
40 at or before Closing, the balance of down payment D \$ 70,500
41 at Closing and upon delivery of DEED CONTRACT the balance of the Purchase Price F E \$ 108,000
42 (Lines B, C, D and E should equal Line A)

Buyer Initials MB LMB Date 6-28-13

Seller Initials NB GB Date 7/1/13

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44 2.2 BALANCE OF PURCHASE PRICE. (Select A or B)

45 A. This is an all cash transaction. Buyer to provide verification ("Verification") of available funds as follows (select only one): Buyer
46 has attached a copy of the Verification with the submission of this Agreement to Seller or Listing Licensee. Buyer will provide Seller or Listing
47 Licensee with the Verification within _____ business days (five [5] if not filled in) following mutual acceptance of this Agreement; or Other
48 (Describe):

49 Seller may notify Buyer or Buyer's Licensee, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (five [5]
50 if not filled in) ("Disapproval Period") following its receipt by Seller or Listing Licensee, in which case, all earnest money deposits shall be promptly
51 refunded and this transaction shall be terminated. If Seller fails to provide Buyer or Selling Licensee with written unconditional disapproval
52 of the Verification by Midnight of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to
53 submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall
54 be promptly refunded and this transaction shall be terminated.

55 B. Balance of Purchase Price to be financed as follows (Select only one): Conventional;
56 Other (Describe): Land loan through Northwest Farm Credit Services with terms (hereinafter "Loan
57 Program") Buyer agrees to seek financing through a lending institution ("Lender") participating in the Loan Program identified above.

58 Pre-Approval Letter. Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender or mortgage broker; Buyer does not have a
59 Pre-Approval Letter at the time of making this offer. Buyer agrees to secure a Pre-Approval Letter as follows: within 3 business
60 days after mutual acceptance

61 3.1 FINANCING CONTINGENCIES. If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing
62 contingencies: (1) Buyer and the Property to qualify for the loan from Lender, (2) Lender's appraisal shall not be less than the Purchase Price; and,
63 (3) Other (Describe):

64 All Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

66 3.2 FAILURE OF FINANCING CONTINGENCIES. If Buyer receives actual notification that any Financing Contingencies identified above have
67 failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have 2 business days (two [2] if not filled in) following
68 the day of Seller's receipt of such notification to either (a) Terminate this transaction by signing a Termination Agreement (OREF-057) or such other
69 similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to
70 continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time
71 period identified herein, this transaction shall be automatically terminated and all earnest money shall be promptly refunded to Buyer. Buyer
72 understands that upon termination of this transaction, Seller shall have the right to immediately place the Property back on the market for sale upon
73 any price and terms as Seller determines, in Seller's sole discretion.

74 3.3 BUYER REPRESENTATION REGARDING FINANCING: As of the date of signing this Agreement, Buyer makes the following
75 representations to Seller:

- 76 (1) Buyer shall apply for a loan not later than 3 business days (three [3] if not filled in) following the date Buyer and Seller have signed this
77 Agreement, and will thereafter complete all reasonably necessary papers in a timely manner and exercise best efforts (including payment of all
78 application, appraisal and processing fees, where applicable) to obtain the loan;
- 79 (2) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Contingency
80 Period in Section 11.2 of this Agreement, or if the Professional Inspection Addendum (OREF-058) is used, expiration of the Inspection Period.
- 81 (3) Buyer currently has liquid and available funds for the earnest money deposit and down payment, sufficient to Close the transaction described
82 herein, and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or Closing of other property, 401K disbursements, etc.),
83 except as follows (describe):

86 (4) Buyer authorizes Buyer's Lender or mortgage broker to provide non-confidential information to Listing and Selling Licensees regarding Buyer's
87 loan application status.

88 (5) Buyer shall promptly notify Seller or Seller's Licensee if, after signing this Agreement, Buyer substitutes another lender for any reason. Buyer
89 shall not be permitted to select a Loan Program different than the one selected in Section 2.2 (B) above, without Seller's advance written consent.

90 (6) Buyer agrees to keep Seller promptly informed of all other material non-confidential developments regarding Buyer's financing and the timing of
91 Closing.

92 3.4 INSURANCE. If the Property is located in a designated flood zone, Buyer acknowledges that flood insurance may be required as a condition
93 of the new loan. Buyer is encouraged to promptly verify the availability and cost of property/casualty/flood insurance that will be secured for the
94 Property.

95 4. ADDITIONAL PROVISIONS: See attached addendum 1

Buyer Initials AB / MS Date 6/28/13

Seller Initials AB / MS Date 7/1/13

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SALEM, OR



96
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98
99

For additional provisions, see Addendum _____

100 **5. TITLE INSURANCE:** Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report
 101 and the recorded covenants, conditions and restrictions ("the Report and CC&Rs") showing the condition of title to the Property. (If not fully
 102 understood, Buyer should immediately contact the title insurance company for further information or seek competent legal advice.
 103 Neither the Listing nor Selling Licensee is qualified to advise on specific legal or title issues.) Upon signature and acceptance of this
 104 Agreement by Buyer and Seller, Seller will, at Seller's sole expense, promptly order the Report and CC&Rs from an Oregon title insurance
 105 company and furnish them to Buyer. Upon receipt of the Report and CC&Rs, Buyer shall have 5 business days (five [5] if not filled in) within
 106 which to notify Seller, in writing, of any matters disclosed in the Report and CC&Rs which is/are unacceptable to Buyer ("the Objections"). Buyer's
 107 failure to timely object, in writing, to any matters disclosed in the Report and/or CC&Rs shall constitute acceptance of the Report and/or CC&Rs.
 108 However, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title pursuant to Section 6 below. If, within 5
 109 business days (five [5] if not filled in) following receipt of the Objections, if any, Seller fails to remove or correct the matters identified in the
 110 Objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected, all earnest money shall be
 111 promptly refunded to Buyer and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in
 112 writing. Within thirty (30) days after Closing, Seller shall furnish to Buyer an owner's standard form policy of title insurance insuring marketable title
 113 in the Property to Buyer in the amount of the purchase price, free and clear of the Objections and all other title exceptions agreed to be removed as
 114 part of this transaction. (Note: This Section 5 provides that Seller will pay for Buyer's standard owner's policy of title insurance. In some
 115 areas of the country, such a payment might be regarded as a "seller concession." Under the amended Real Estate Settlement
 116 Procedures Act ("RESPA"), effective on January 1, 2010 there are limitations, regulations and disclosure requirements on "seller
 117 concessions" unless the product or service paid by the Seller was one customarily paid by the Seller. In Oregon, sellers customarily and
 118 routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 5 are modified in
 119 writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, that in this transaction, Seller's payment of Buyer's
 120 standard owner's policy of title insurance is not a "seller concession" under RESPA or any other federal or state law.)

121 **6. DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or
 122 trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes which are a lien but not yet
 123 payable, zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record which affect the Property,
 124 covenants, conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 5 above.

125 **7. ADDITIONAL LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS:** If this transaction is to include a land sale
 126 contract, trust deed, mortgage, or option agreement between Buyer and Seller, the parties shall agree upon the terms and conditions of such
 127 document not later than _____ business days (ten [10] if not filled in) after the date Buyer and Seller have signed and accepted this Sale Agreement.
 128 Upon failure of Buyer and Seller to reach agreement as to the terms and conditions of the document within said time period, this transaction shall
 129 automatically terminate, all parties shall cooperate in signing such documentation reasonably necessary to effect a termination of this transaction
 130 and a refund of all deposits, if any, to Buyer. *Caveat: The additional documents identified in this Section 7 can have legally binding
 131 consequences, and Buyer and Seller are strongly encouraged to secure competent legal advice before entering into such agreements. If
 132 Escrow (as defined in Section 12) is instructed to prepare the note and trust deed or mortgage to be used in this transaction, state
 133 statute requires that Buyer and Seller receive from Escrow, at least three (3) days prior to Closing (as defined in Section 13), a statutory
 134 notice and a copy of the proposed documents. This requirement cannot be waived by Buyer or Seller without the approval of both of
 135 their respective Oregon-licensed attorneys.*

136 **8. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the
 137 following representations to Buyer:

- 138 (1) The Property is served by and/or connected to (check all that apply): a public sewer system; an on-site sewage system; a
 139 public water system; a private well and/or shared well; other (e.g., surface springs, cistern, etc.) described: _____
 140 _____ none of the preceding.
- 141 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.
- 142 (3) Seller has no notice of any liens or assessments to be levied against the Property.
- 143 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or
 144 planned, which could detrimentally affect the use, development, or value of the Property.
- 145 (5) Seller knows of no material defects in or about the Property.

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Buyer Initials LS / MS Date 6-28-13

Seller Initials NB / GB Date 7/1/13

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Bodner Wine Co.
SALEM, OR



- 146 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 147 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-
- 148 resource uses (e.g., cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (e.g., for harvesting, fishing,
- 149 hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation,
- 150 etc.; (d) supplier agreements, production processing commitments or other similar contracts.
- 151 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.
- 152 (9) Water rights (e.g., irrigation, agricultural), for not less than _____ acres, have been utilized and applied for beneficial use within the
- 153 last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions. Buyer
- 154 should verify compliance with appropriate agency.
- 155 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges,
- 156 landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal
- 157 description of the Property.
- 158 (11) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act ("FIRPTA") as defined in this Agreement.
- 159 Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition which could result in
- 160 making any previously disclosed material information relating to the Property substantially misleading or incorrect. These
- 161 representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (11)
- 162 are: no exceptions

163
 164 Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute
 165 for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of
 166 professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for
 167 Buyer's intended use. Neither the Listing nor Selling Licensee shall be responsible for conducting any inspection or investigation of any
 168 aspects of the Property.

169 9. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property
 170 Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.

171 10. PRIVATE WELL: If applicable, Seller represents that the private water well located on or serving the Property has provided an adequate
 172 supply of water throughout the year for household use. To the best of Seller's knowledge, the water is fit for human consumption and the continued
 173 use of the well and water is authorized by and complies with the laws of the State of Oregon and appropriate governmental agencies. No other
 174 representation is made concerning the water supply and well except as expressly stated in this Agreement. If the well provides water for domestic
 175 purposes, upon Seller's acceptance of Buyer's offer, Seller, at Seller's expense, will have the well tested for arsenic, nitrates and total coliform
 176 bacteria and for such other matters as are required by the Oregon Health Division. Upon receipt, Seller shall submit the test results to the Oregon
 177 Health Division and Buyer within forty-eight (48) hours. At Buyer's expense, Buyer may have the well water tested for quantity or quality by a
 178 qualified tester, and obtain a written report of such test(s), showing the deficiencies (if any) in the well and the standards required to correct the
 179 deficiencies, all within 14 business days (seven [7] if not filled in) after the date Buyer and Seller have signed this Agreement. If the written report
 180 of any test made by Buyer or Seller shows a substantial deficiency in quantity or quality of the water, Buyer may terminate this transaction by
 181 delivering written notice of termination, together with a copy of the test report, to Seller or the listing licensee within twenty-four (24) hours after the
 182 receipt by Buyer of the written test report unless, within twenty-four (24) hours after delivery of notice of termination, Seller agrees in writing to
 183 correct the deficiencies shown on the report. Any report obtained by Buyer will show what deficiencies, if any, are substantial. In the event any wells
 184 located upon the Property are not currently registered with the applicable governmental agency, Seller agrees to assist Buyer, at Buyer's sole
 185 expense, in registering them. The preceding sentence shall survive Closing of this transaction. See OREF Private Well Addendum #082, or
 186 Addendum _____ is attached to this Agreement.

187 OREF-082 Private Well Addendum is attached to this Agreement.

INSPECTIONS: (CHECK ONLY ONE BOX)

188 11.1 ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions that may be found in and
 189 around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other
 190 contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any
 191 concerns about these conditions or others, Buyer is encouraged to secure the services of a professional inspector, consultant, or health expert for
 192 information and guidance. Neither the listing nor selling licensees are experts in environmental health hazards or conditions. For additional
 193 information, go to the Oregon Association of Realtors' Buyer advisory at: <http://www.oregonrealtors.org> and the Oregon Public Health Division at
 194 <http://public.health.oregon.gov/Pages/Homes.aspx>

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SALEM, OR

Buyer Initials LB / MS Date 6/28/13

LB
 Seller Initials LB Date 7/1/13

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 SALEM, OR



195 11.2 INSPECTIONS: Buyer understands that it is advisable to have a complete inspection of the Property by qualified professional(s),
196 relating to such matters as soil condition/compaction/stability, environmental issues, survey, zoning, availability of utilities, and
197 suitability for Buyer's intended purpose. Neither the Listing nor Selling Licensee is qualified to conduct such inspections and shall not
198 be responsible to do so. For further details, Buyer is encouraged to review the Buyer Advisory at "http://www.oregonrealtors.org".

199 PROFESSIONAL INSPECTIONS: At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by
200 one or more professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired inspections which
201 may include testing or removal of any portion of the Property. Buyer understands that Buyer is responsible for the restoration of the Property
202 following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have 10 business days (ten [10] if not filled in), after the
203 date Buyer and Seller have signed this Agreement, (hereinafter "the Inspection Period") in which to complete all inspections and negotiate with
204 Seller regarding any matters disclosed in any inspection report. However, during the Inspection Period, Seller shall not be required to modify any
205 terms of this Agreement already reached with Buyer. Unless a written and signed modification is reached, at any time during the Inspection Period,
206 Buyer may notify Seller or Listing Licensee, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in
207 which case, all earnest money deposits shall be promptly refunded and this transaction shall be terminated. Buyer shall promptly provide a copy of
208 all reports to Seller only if requested by Seller. If Buyer fails to provide Seller or Listing Licensee with written unconditional disapproval of
209 any inspection report(s) by Midnight of the final day of the Inspection Period, Buyer shall be deemed to have accepted the condition of
210 the Property. Note that if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding ALL Buyer's
211 requested repairs, the Inspection Period shall automatically terminate, unless the parties agree otherwise in writing.

212 ALTERNATIVE INSPECTION PROCEDURES: OREF-058 PROFESSIONAL INSPECTION ADDENDUM OR OTHER INSPECTION
213 ADDENDUM _____ is attached to this Agreement.

214 BUYER'S WAIVER OF INSPECTION OF CONTINGENCY: Buyer represents to Seller and all Licensees and Firms that Buyer is fully
215 satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have
any inspections performed as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's
decision and at Buyer's own risk.

216 12. ESCROW: This transaction shall be Closed at Western Title and Escrow/Amanda
217 ("Escrow"), a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless
218 otherwise provided herein. Unless otherwise provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary
219 title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of
220 furnishing such policy, Seller's recording fees, Seller's Closing costs and any encumbrances on the Property payable by Seller on or before
221 Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and lender's fees, if any.
222 Real estate fees, commissions or other compensation for professional real estate services provided by Listing and/or Selling Firms shall be paid at
223 Closing in accordance with the listing agreement, buyer service agreement or other written agreement for compensation.

224 13. CLOSING: Closing shall occur on a date mutually agreed upon by Buyer and Seller, but in no event later than
225 September 12, 2013 ("the Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or
226 contract is recorded and funds are available to Seller. Buyer and Seller acknowledge that for Closing to occur by the Closing Deadline, it
227 may be necessary to execute documents and deposit funds in Escrow prior to that date. Caveat: Section 7 and requires three (3) days
228 prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

229 14. POSSESSION: Seller shall deliver possession of the Property to Buyer (select one):
230 (1) by 5:00 p.m. on Closing;
231 (2) by _____ a.m. p.m. _____ days after Closing;
232 (3) by _____ a.m. p.m. on the _____ day of _____, _____.

AUG 09 2013

SALEM, OR

233 15. PRORATIONS: Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the
234 Property shall be as of: (check one) the Closing Date; date Buyer is entitled to possession; or _____.

235 16. ESCROW DEPOSIT: Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this Agreement marked
236 "rejected" by Seller or of Listing Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer. (2) Upon
237 your receipt of a copy of this Agreement signed by Buyer and Seller set up an escrow account and proceed with Closing in accordance with the
238 terms of this Agreement. If you determine that the transaction cannot be Closed for any reason (whether or not there is then a dispute between
239 Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a
240 court or arbitrator, as to disposition of such deposits.

Buyer Initials BR Date 8/12/13

Seller Initials CB/B Date 7/1/13

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SALEM, OR



241 17. EARNEST MONEY PAYMENT/REFUND: If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
242 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein
243 provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through
244 no fault of Buyer, then all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a
245 waiver of other legal remedies available to Buyer. If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has
246 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to
247 redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform
248 any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as
249 otherwise allowed under Oregon law, and this transaction shall be terminated. It is the intention of the parties that Seller's sole remedy against
250 Buyer for Buyer's failure to Close this transaction shall be limited to the amount of earnest money paid or agreed to be paid herein.

251 18. BINDING EFFECT/CONSENT: This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and
252 Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without prior written consent of Seller.

253 19.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS. Subject to certain exceptions, Escrow is required to withhold
254 a portion of Seller's proceeds if they are a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to execute
255 and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of
256 Oregon law.

257 19.2 SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING OBLIGATIONS. Seller is advised that upon Closing, Federal law, known as the
258 Foreign Investment in Real Property Tax Act ("FIRPTA"), allows an escrow company, if they agree, to withhold a portion of Seller's proceeds if the real
259 property is located within the United States and Seller is a "foreign person." A "foreign person" includes a non-resident alien individual, foreign corporation,
260 foreign partnership, foreign trust and foreign estate. The amount deducted from Seller's proceeds is ten percent (10%) of the gross sales price and is required
261 to be delivered over to the Internal Revenue Service ("IRS") within twenty (20) days of the closing of the transaction. Buyer may become responsible for
262 payment if FIRPTA applies and Escrow is not instructed to withhold the funds. FIRPTA will not apply to this transaction so long as: (a) The sale price is
263 \$300,000 or less; (b) The Property is to be used by Buyer as a residence; and, (c) Buyer is an individual. Where applicable, Buyer and Seller agree to execute
264 and deliver, as appropriate, any instrument, affidavit or statement, reasonably requested by Escrow to carry out the provisions of FIRPTA. NOTE: AT SECTION
265 8 OF THIS AGREEMENT, SELLER REPRESENTS THAT SELLER IS NOT A "FOREIGN PERSON" (HEREINAFTER "SELLER'S NON-FIRPTA STATUS"). IF SELLER IS
266 UNSURE, SELLER SHOULD FIRST CONFER WITH SELLER'S TAX COUNSEL OR CPA BEFORE ENTERING INTO THIS TRANSACTION. IN SUBMITTING THIS OFFER, BUYER
267 REPRESENTS THAT BUYER HAS NO KNOWLEDGE, INFORMATION, OR BELIEF THAT SELLER IS A FOREIGN PERSON OR THAT THIS TRANSACTION IS SUBJECT TO FIRPTA.
268 SELLER ACKNOWLEDGES THAT BUYER, LISTING AND SELLING LICENSEES, THEIR RESPECTIVE FIRMS, AND ESCROW, ITS AGENTS, EMPLOYEES AND
269 REPRESENTATIVES, SHALL HAVE THE ABSOLUTE RIGHT TO RELY UPON SELLER'S REPRESENTATION OF SELLER'S NON-FIRPTA STATUS AT SECTION 8, ABOVE.
270 THIS RIGHT OF RELIANCE SHALL CONTINUE THROUGH THE CLOSING DATE AND THEREAFTER UNLESS SELLER HAS DISCLOSED OTHERWISE IN A WRITTEN COUNTER-
271 OFFER OR ADDENDUM TO THIS SALE AGREEMENT. IF AT ANY TIME DURING THIS TRANSACTION, IT IS DETERMINED THAT SELLER'S REPRESENTATION OF SELLER'S
272 NON-FIRPTA STATUS WAS INCORRECT, FOR ANY REASON, SELLER AND BUYER HEREBY APPOINT AND INSTRUCT ESCROW TO ACT AS THE QUALIFIED SUBSTITUTE
273 FOR BUYER AS DEFINED BY THE IRS, FOR PURPOSES OF PREPARING THE NECESSARY PAPERWORK, WITHHOLDING THE NECESSARY FUNDS, AND REMITTING THE
274 SAME TO THE IRS. IF FOR ANY REASON, ESCROW DECLINES TO ACT AS A QUALIFIED SUBSTITUTE, ESCROW IS REQUESTED TO PROMPTLY NOTIFY SELLER AND
275 BUYER IN A TIMELY MANNER SO THEY MAY MAKE OTHER ARRANGEMENTS PRIOR TO THE SCHEDULED CLOSING. SELLER AND BUYER ACKNOWLEDGE THAT IF
276 FIRPTA APPLIES TO THIS TRANSACTION, ESCROW'S ROLE AS A QUALIFIED SUBSTITUTE MAY RESULT IN A DELAY IN CLOSING THIS TRANSACTION, UNLESS
277 OTHERWISE PROVIDED IN THIS SALE AGREEMENT OR ANY SUBSEQUENT SIGNED WRITTEN AGREEMENT BETWEEN SELLER AND BUYER, CONFIRMATION OF SELLER'S
278 NON-FIRPTA STATUS IS NOT A CONTINGENCY IN THIS TRANSACTION.

279 20. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
280 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST
281 ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR
282 FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
283 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO
284 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,
285 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
286 ACQUIRING FREE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT
287 TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS
288 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION
289 FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300,
290 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER
291 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

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Buyer Initials JB / MS Date 6-28-13

Seller Initials GB Date 6/28/13

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Sale Agreement # Bodner/Bogdan



292 21. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to
293 cooperate with them, and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of
294 escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a
295 contingency to the Closing of this transaction.

296 22. LEVY OF ADDITIONAL PROPERTY TAXES: The Property: (check one) is is not specially assessed for property taxes (e.g., farm,
297 forest or other) in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is
298 current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this
299 transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically
300 provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest which may be
301 levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the
302 Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole
303 option, promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and
304 hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest which may be levied or recaptured against the Property
305 and shall hold Buyer completely harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or
306 damages arising from a breach of this Section 22.

DISPUTE RESOLUTION INVOLVING BUYERS AND SELLERS ONLY

307 23. DISPUTE RESOLUTION BETWEEN BUYER AND SELLER: Buyer and Seller agree that all claims, controversies and disputes between
308 them, including those for rescission (hereinafter collectively referred to as "Claims"), relating directly or indirectly to this transaction, shall be
309 resolved in accordance with the procedures set forth herein, which shall expressly survive Closing or earlier termination of this Agreement.
310 Provided, however, the following matters shall not constitute Claims: (1) any proceeding to collect, interpret or enforce any mortgage, trust deed,
311 land sale contract or recorded construction lien; or (2) a forcible entry and detainer action (eviction). The filing in court for the issuance of any
312 provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty
313 to utilize the dispute resolution procedures specified herein. In the event of any suit, action or arbitration relating to the enforcement or interpretation
314 of this Agreement, the matter shall be governed exclusively by Oregon law, and venue shall be placed in the State of Oregon for all purposes.

315 24. SMALL CLAIMS BETWEEN BUYER AND SELLER: Notwithstanding the following Sections, Buyer and Seller agree that all Claims that are
316 within the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum.

317 25. MEDIATION BETWEEN BUYER AND SELLER: If Buyer or Seller were represented in this transaction by a Licensee whose principal
318 broker is a member of the National Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the
319 Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS®, or other organization-adopted mediation
320 program (collectively "the System"). Provided, however, if Licensee's principal broker is not a member of the National Association of REALTORS®
321 or the System is not available through the principal broker's Association of REALTORS®, then all Claims shall be submitted to mediation either
322 through: (1) the special mediation program administered by Arbitration Service of Portland ("ASP"), or (2) any other impartial private mediator(s) or
323 program(s) so long as such services are available in the county where the Property is located, as selected by the party first filing for mediation.

324 26. ARBITRATION BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller that have not been resolved by mediation, or
325 otherwise, shall be submitted to final and binding private arbitration in accordance with Oregon laws. Filing for arbitration shall be treated the same
326 as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. Buyer or Seller may file Claims
327 either with ASP or, alternatively, with any other professional arbitration service that has existing rules of arbitration, provided that the selected
328 alternative service also uses arbitrators who are in good standing with the Oregon State Bar, with expertise in real estate law and who can conduct
329 the hearing in the county where the Property is located. The arbitration service in which the Claim is first filed shall handle the case to its
330 conclusion. BY CONSENTING TO THIS PROVISION BUYER AND SELLER ARE AGREEING THAT DISPUTES ARISING UNDER THIS
331 AGREEMENT SHALL BE HEARD AND DECIDED BY ONE OR MORE NEUTRAL ARBITRATORS AND BUYER AND SELLER ARE GIVING UP
332 THE RIGHT TO HAVE THE MATTER TRIED BY A JUDGE OR JURY. THE RIGHT TO APPEAL AN ARBITRATION DECISION IS LIMITED
333 UNDER OREGON LAW.

334 27. ATTORNEY FEES IN CLAIMS BETWEEN BUYER AND SELLER: The prevailing party in any suit, action or arbitration (excluding those
335 Claims filed in Small Claims Court) between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees and costs and
336 disbursements as defined in ORCP 68 (including all filing and mediator fees paid in mediation). Provided, however, if a mediation service was
337 available to Buyer or Seller when the Claim arose, the prevailing party shall not be entitled to any award of attorney fees unless it is established to
338 the satisfaction of the arbitrator(s) or judge that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon,
339 the filing in arbitration or court.

DISPUTE RESOLUTION INVOLVING LICENSEES OR FIRMS

340 28. SMALL CLAIMS COURT AND ARBITRATION: All claims, controversies or disputes relating to this transaction, including those for
341 rescission, in which a Licensee or Firm identified in the Final Agency Acknowledgment Section above is named or included as a party, shall be

Buyer Initials JB / MJS Date 6/24/13

Seller Initials GB / MB Date 7/1/13

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342 resolved exclusively as follows: (1) If within the jurisdictional limit of Small Claims Court, the matter shall be brought and decided there, in lieu of
343 arbitration or litigation in any other forum. (2) All other claims, controversies or disputes involving such Licensee or Firm shall be resolved through
344 final and binding arbitration using the arbitration selection process described in Section 26, above. Filing for arbitration shall be treated the same
345 as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. This Section 28 shall be in lieu
346 of litigation involving such Licensee or Firm in any other forum. Such Licensee or Firm may voluntarily participate in formal or informal mediation at
347 any time, but shall not be required to do so under this Section 28. This Section 28 shall not apply to those matters in which: (a) The claim,
348 controversy or dispute is exclusively between REALTORS® and is otherwise required to be resolved under the Professional Standards Arbitration
349 provisions of the National Association of REALTORS®, (b) Licensee or Firm has agreed to participate in alternative dispute resolution in a prior
350 written listing, service or fee agreement with Buyer or Seller, or (c) Licensee or Firm is Buyer or Seller in this transaction (in which case, Sections
351 23-27 shall apply). This Section 28 shall expressly survive Closing or earlier termination of this Agreement. In the event of any suit, action or
352 placed in the State of Oregon for all purposes. In the event that one or more Licensees and/or Firms have been named or included in any
353 claims, controversies or disputes that also include Buyer and/or Seller, the alternative dispute resolution and attorney fee provisions of
354 Sections 23-27 above shall continue to apply to Buyer and/or Seller, and this Section 28 shall apply exclusively to Licensees and/or Firms.

355 29. RECEIPT FOR EARNEST MONEY: Selling Firm acknowledges receipt of earnest money from Buyer in the sum of \$ 1,500
356 evidenced by (check one) CASH CHECK PROMISSORY NOTE payable as follows:
357 2 business calendar (check one) days after mutual acceptance of this Agreement; or
358 on or before _____;
359 Other form of Earnest Money: _____

360 30. EARNEST MONEY INSTRUCTIONS: Buyer instructs Selling Firm, and Selling Firm agrees, to handle the earnest money as follows
361 (check all that apply):
362 Hold any earnest money that is in the form of a check undeposited pending mutual acceptance of this Agreement and all agreed-upon counter
363 offers, after which time deposit it as provided herein within three (3) banking days Deposit any earnest money funds redeemed under a
364 promissory note with _____ Deposit in Selling Firm's client trust account, and
365 thereafter/or Deposit with Escrow. In the event the earnest money is deposited in Selling Firm's trust account or with Escrow (collectively "the
366 Deposit Holder"), and the Deposit Holder has arranged to have interest on such deposit transferred to a qualified public benefit corporation for
367 distribution to organizations and individuals for first time home-buying assistance and development of affordable housing pursuant to ORS
368 696.241(6) or ORS 696.578(3), all parties acknowledge and agree that any interest accruing on the earnest money so deposited shall be
369 transferred in accordance with this provision. The preceding sentence shall be subject to any other statutes or regulations governing the
370 disposition of earnest money deposits.

371 SELLING LICENSEE AND SELLING FIRM SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO EARNEST MONEY WHICH THE
372 PARTIES HAVE AUTHORIZED TO BE TRANSFERRED TO A THIRD PARTY.

373 Selling Firm Equinox Selling Licensee Signature Laura Bodner ←
374 Office Address 360 E 11th Ave., Eugene, OR 97401 Phone (541) 525-6588 FAX (541) 434-6122

375 31. COUNTERPARTS/DELIVERY: This Agreement may be signed in multiple counterparts with the same legal effect as if all parties signed the
376 same document. This shall mean that delivery (e.g., transmissions manually, by facsimile, electronic mail, overnight mail, first-class regular or
377 certified mail, etc.) of a legible true copy of a signed original of this Agreement, including but not limited to all addenda, counter offers, and legal
378 notices required thereunder, shall be treated the same as delivery of the original document.

379 32. AGREEMENT TO PURCHASE: Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement.
380 Buyer acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer
381 acknowledges that Buyer has not relied upon any oral or written statements made by Seller or any Licensee, which are not expressly
382 contained in this Agreement. Neither Seller nor any Licensee(s) warrant the square footage of any structure or the size of any land being
383 purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to
384 signing or should be made an express contingency in this Agreement.

385 Deed or contract shall be prepared in the name of Micah Jeffrey Bodner and Laura Beth Bodner
386 This offer shall automatically expire on (insert date) July 5th 2013 at 5 a.m. p.m., (the "Offer Deadline"), if
387 not accepted by that time.

Buyer Initials JB / MB Date 6-28-13

Seller Initials GB / MB Date 7/1/13

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Bodner Wine Co.

SALEM, OR

SALEM, OR



Sale Agreement # Briner/Bigelow

388 Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's acceptance. If Seller accepts this offer after the Offer Deadline, it
389 shall not be binding upon Buyer unless accepted by Buyer in writing within 2 business days (two [2] if not filled in) after the date of Seller's
390 acceptance by so indicating at Section 35 below. This offer may be accepted by Seller only in writing.

391 Buyer Micah Bodner Date 6/28/13 8:00 am p.m.
392 Buyer Laura Bodner Date 6-28-13 8:00 am p.m.
393 Address 46090 McKenzie Hwy Vidalia OR 97488 Zip 97488
394 Phone Home 541-525-6586 Work - E-mail laura.bodner@gmail.com Fax -

NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY SELLER OR LISTING LICENSEES TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT

395 This offer was submitted to Seller for signature on the 27 day of June, 2013, at MLN a.m. sent in mail p.m.
396 By Laura Bodner (Licensee(s) presenting offer).

397 33. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY. Seller accepts Buyer's offer. Seller
398 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller
399 acknowledges that Seller has not relied upon any oral or written statements of Buyer or of any Licensee(s) which are not expressly
400 contained in this Agreement. Seller instructs that all earnest money distributable to Seller pursuant to Section 17 above, shall be
401 disbursed as follows after deduction of any title insurance and Escrow cancellation charges: (check one) First to Listing Firm to the
402 extent of the agreed commission just as if the transaction had been Closed, with residue to Seller, or SELLER
403

404 Seller Glenn Bigelow Date 7/1/13 1:45 p.m.
405 Seller Nancy Bigelow Date 7-1-13 1:45 p.m.
406 Address 26617 PATTERSON DR. MONROE OR Zip 97456
407 Phone Home 541-998-2982 Work 541-517-2162 E-mail Bigelow@ustad.com Fax -

408 34. REJECTION/COUNTER OFFER: SELECT ONE: Seller does not accept the above offer, but makes the attached counter offer; Seller
409 rejects Buyer's offer.

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410 Seller Glenn Bigelow Date JUL 24 2013 1:45 p.m.
411 Seller Nancy Bigelow Date AUG 09 2013 1:45 p.m.
412 Address SALEM, OR Zip -
413 Phone Home - Work SALEM, OR E-mail SALEM, OR Fax -

414 35. BUYER'S ACKNOWLEDGMENT: Buyer acknowledges receipt of a copy of Seller's written response to this Agreement. If Seller's response
415 is an acceptance of Buyer's offer that occurred after the Offer Deadline identified at Section 32 above, Buyer (select only one) agrees does
416 not agree, to be bound thereby. (The failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.)

417 Buyer Micah Bodner Date - - a.m. - p.m.
418 Buyer Laura Bodner Date - - a.m. - p.m.

419 36. FIRMS/LICENSEES:
420 Selling Licensee Laura Bodner Listing Licensee N/A self represented FSBO
421 Selling Firm Equinox Real Estate Listing Firm N/A
422 Selling Firm Office Address - Listing Firm Office Address -
360 E 11th Ave., Eugene, OR 97401 26617 Patterson Dr., Monroe, OR 97456 (FSBO address)
423 Phone (541) 525-6588 FAX (541) 434-6122 Phone (541) 998-2982 FAX -

Buyer Initials LB/MB Date 6-28-13

Seller Initials GB/NB Date 7/1/13

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Principal Broker's Initials -
Date -



ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: Real Estate Sale Agreement Seller's Counter Offer Buyer's Counter Offer
2 Re: Real Estate Sale Agreement No. Bodner/Bigelow Dated 6-27-13 Addendum No. 1
3 Buyer: Micah Bodner, Laura Bodner
4 Seller: Glenn Bigelow, Nancy Bigelow

5 The real property described as: taxlots 17-01-23-30-01500, & 17-01-23-40-01001.

6 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED
7 ABOVE.

- 8 1. offer contingent upon buyers ability to obtain permit for
9 ground water for commercial farming irrigation purposes.
10
11 2. Offer contingent upon buyers verification of site use with
12 land use consultant.
13
14 3. Laura Bodner is a licensed real estate agent in Oregon.
15
16
17
18
19
20

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AUG 09 2013 JUL 24 2013


SALEM, OR SALEM, OR

28 Buyer Signature [Signature] Date 6/28/13 8:02 a.m. p.m.
29 Buyer Signature [Signature] Date 6-28-2013 8:01 a.m. p.m.
30 Seller Signature [Signature] Date 7-1-13 a.m. 5:45 p.m.
31 Seller Signature [Signature] Date 7-1-13 a.m. 1:45 p.m.
32 Selling Licensee [Signature] Listing Licensee

6-24-13

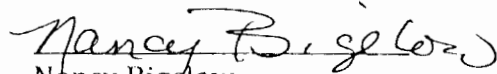
Disclosure

It has been disclosed that Laura Bodner is a licensed real estate agent in the state of Oregon and is involved in the personal purchase and sale at the property of map and taxlot number 17-01-23-40-01001 and 17-01-23-30-01500



Don Bigelow

Glenn



Nancy Bigelow

JB/MS

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SALEM, OR



SELLER'S PROPERTY DISCLOSURE STATEMENT

Property Address taxlots 17-01-23-30-01500, & 17-01-23-40-01001,

INSTRUCTIONS TO THE SELLER

- 1 Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your
- 2 explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page of
- 3 this disclosure statement and each attachment.
- 4 Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under
- 5 ORS 105.475 (4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the
- 6 section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only
- 7 Section 1.
- 8 An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the
- 9 property or the buyer may revoke their offer to purchase anytime prior to closing the transaction. Questions regarding the legal consequences of
- 10 the seller's choice should be directed to a qualified attorney.

DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470

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Section 1. EXCLUSION FROM ORS 105.465 TO 105.490.

You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2 of this form completely.

JUL 24 2013

Initial only the exclusion you wish to claim.

This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permits issued by _____

SALEM, OR

This sale is by a financial institution that acquired the property as custodian, agent or trustee, or by foreclosure or deed in lieu of foreclosure.

The seller is a court appointed (Check only one): receiver personal representative trustee conservator guardian

This sale or transfer is by a governmental agency.

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21 Signature(s) of Seller(s) Claiming Exclusion

AUG 09 2013

Seller Glenn Bigelow Date _____ ← Seller Nancy Bigelow Date _____ ←

SALEM, OR

23 Signature(s) of Buyer(s) Acknowledging Seller's Claim

Buyer Micah Bodner Date _____ ← Buyer Laura Bodner Date _____ ←

IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.

26 Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

(NOT A WARRANTY) (ORS 105.465)

NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT taxlots 17-01-23-30-01500, & 17-01-23-40-01001, "THE PROPERTY."

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER'S BEHALF INCLUDING, FOR EXAMPLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

Seller is is not occupying the property.

SELLER Glenn Bigelow Date 7/1/13 ← SELLER Nancy Bigelow Date 7-1-13 ←

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Buyer Initials _____ / _____ Date _____

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SELLER'S PROPERTY DISCLOSURE STATEMENT

JUL 24 2013

Property Address taxlots 17-01-23-30-01500, & 17-01-23-40-01001.

I. SELLER'S REPRESENTATIONS:

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The following are representations made by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or any real estate licensee engaged by the seller or the buyer.

*If you mark yes on items with *, attach a copy or explain on an attached sheet.

1. TITLE

- A. Do you have legal authority to sell the property?
B. Is title to the property subject to any of the following:
C. Is the property being transferred an unlawfully established unit of land?
D. Are there any encroachments, boundary agreements, boundary disputes or recent boundary changes?
E. Are there any rights of way, easements, licenses, access limitations or claims that may affect your interest in the property?
F. Are there any agreements for joint maintenance of an easement or right of way?
G. Are there any governmental studies, designations, zoning overlays, surveys or notices that would affect the property?
H. Are there any pending or existing governmental assessments against the property?
I. Are there any zoning violations or nonconforming uses?
J. Is there a boundary survey for the property?
K. Are there any covenants, conditions, restrictions or private assessments that affect the property?
L. Is the property subject to any special tax assessment or tax treatment that may result in levy of additional taxes if the property is sold?

2. WATER

- A Household water
(1) The source of the water is (check ALL that apply):
(2) Water source information:
a) Does the water source require a water permit?
b) Is the water source located on the property?
c) Is there an easement (recorded or unrecorded) for your access to or maintenance of the water source?
d) If the source of water is from a well or spring, have you had any of the following in the past 12 months?
e) Are there any water source plumbing problems or needed repairs?
(3) Are there any water treatment systems for the property?
B Irrigation
(1) Are there any water rights or other rights for the property?
(2) If any exist, has the irrigation water been used during the last five-year period?
(3) Is there a water rights certificate or other written evidence available?
C Outdoor sprinkler system
(1) Is there an outdoor sprinkler system for the property?
(2) Has a back flow valve been installed?
(3) Is the outdoor sprinkler system operable?

3. SEWAGE SYSTEM

- A Is the property connected to a public or community sewage system?
B Are there any new public or community sewage systems proposed for the property?
C Is the property connected to an on-site septic system?
If yes, was it installed by permit?
*Has the system been repaired or altered?
Has the condition of the system been evaluated and a report issued?
Has it ever been pumped?
If yes, when?
D Are there any sewage system problems or needed repairs?
E Does your sewage system require on-site pumping to another level?

SELLER Glenn Bigelow Date 7/1/13 SELLER Nancy Bigelow Date 7-1-13

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Buyer Initials / Date

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SELLER'S PROPERTY DISCLOSURE STATEMENT

Property Address taxlots 17-01-23-30-01500, & 17-01-23-40-01001,

No Disclosure

4. DWELLING INSULATION
98 A. Is there insulation in the:
99 (1) Ceiling?
100 (2) Exterior walls?
101 (3) Floors?
102 B. Are there any defective insulated doors or windows?
103
104 5. DWELLING STRUCTURE
105 *A. Has the roof leaked?
106 If yes, has it been repaired?
107 B. Are there any additions, conversions or remodeling?
108 If yes, was a building permit required?
109 If yes, was a building permit obtained?
110 If yes, was final inspection obtained?
111 C. Are there smoke alarms or detectors?
112 D. Are there carbon monoxide alarms?
113 E. Is there a woodstove or fireplace insert included in the sale?
114 *If yes, what is the make?
115 *If yes, has it installed with a permit?
116 *If yes, is a certification label issued by the United States Environmental Protection Agency
117 (EPA) or the Department of Environmental Quality (DEQ) affixed to it?
118
119 *F. Has pest and dry rot, structural or "whole house" inspection been done within the last
120 three years?
121 *G. Are there any moisture problems, areas of water penetration, mildew odors
122 or other moisture conditions (especially in the basement)?
123 *If yes, explain on attached sheet the frequency and extent of problem and any insurance claims, repairs or remediation done.
124 H. Is there a sump pump on the property?
125 I. Are there any materials used in the construction of the structure that are or
126 have been the subject of a recall, class action suit, settlement or litigation?
127 If yes, what are the materials?
128 (1) Are there problems with the materials?
129 (2) Are the materials covered by a warranty?
130 (3) Have the materials been inspected?
131 (4) Have there ever been claims filed for these materials by you or by previous owners?
132 If yes, when?
133 (5) Was money received?
134 (6) Were any of the materials repaired or replaced?

135 6. DWELLING SYSTEMS AND FIXTURES
136 If the following systems or fixtures are included in the purchase price, are they in good working order on the date this form is signed?
137 A. Electrical system, including wiring, switches, outlets and service
138 B. Plumbing system, including pipes, faucets, fixtures and toilet
139 C. Water heater tank
140 D. Garbage disposal
141 E. Built-in range and oven
142 F. Built-in dishwasher
143 G. Sump pump
144 H. Heating and cooling systems
145 I. Security system
146 J. Are there any materials or products used in the systems and fixtures
147 that are or have been the subject of a recall, class action settlement or other litigations?
148 If yes, what product?
149 (1) Are there problems with the product?
150 (2) Is the product covered by a warranty?
151 (3) Has the product been inspected?
152 (4) Have claims been filed for this product by you or by previous owners?
153 If yes, when?
154 (5) Was money received?
155 (6) Were any of the materials or products repaired or replaced?

SELLER Glenn Bigelow Date 7/1/13 ← SELLER Nancy Bigelow Date 7-1-13 ← RECEIVED BY OWRD AUG 09 2013



SELLER'S PROPERTY DISCLOSURE STATEMENT

RECEIVED BY OWRD

Property Address taxlots 17-01-23-30-01500, & 17-01-23-40-01001,

JUL 24 2013

- 7. COMMON INTEREST
A. Is there a Home Owners' Association or other governing entity?
B. Regular periodic assessments: \$ per Month Year Other
C. Are there any pending or proposed special assessments?
D. Are there shared "common areas" or joint maintenance agreement...
E. Is the Home Owners' Association or other governing entity a party to pending litigation...
F. Is the property in violation of recorded covenants, conditions and restrictions...

- 8. GENERAL
A. Are there problems with settling, soil, standing water or drainage on the property...
B. Does the property contain fill?
C. Is there any material damage to the property or any of the structure(s) from fire, wind, floods...
D. Is the property in a designated floodplain?
E. Is the property in a designated slide or other geologic hazard zone?
F. Has any portion of the property been tested or treated for asbestos, formaldehyde, radon, gas, lead-based paint...
G. Are there any tanks or underground storage tanks...
H. Has the property ever been used as an illegal drug manufacturing or distribution site?
I. Has the property been classified as forestland-urban interface?

- 9. FULL DISCLOSURE BY SELLER(S)
A. Are there any other material defects affecting this property or its value that a prospective buyer should know about?
If yes, describe the defect on attached sheet and explain the frequency and extent of the problem and any insurance claims, repairs or remediation?

VERIFICATION

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy of this disclosure statement. I/we authorize my/our agents to deliver a copy of this disclosure statement to all prospective buyers of the property or their agents.

Seller Glenn Bigelow Date 7/1/13 Seller Nancy Bigelow Date 7/1/13

II. BUYER'S ACKNOWLEDGMENT:

- A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are known to me/us or can be known by me/us by utilizing diligent attention and observation.
B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller and are not the representations of any financial institution...
C. Buyer (which term includes all persons signing the "Buyer's Acknowledgment" portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement...

DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER, HAVE FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

RECEIVED BY OWRD

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY DISCLOSURE STATEMENT.
Buyer Micah Bodner Date Laura Bodner Date AUG 09 2013

Agent receiving disclosure statement on buyer's behalf to sign and date: SALEM, OR
Real Estate Licensee Date received by agent:
Equinox Real Estate Firm Principal Broker's Initials Date

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OREF 020-4

MICAH J BODNER
LAURA B BODNER
2806 HATCYON AVE (410) 444-4561
BALTIMORE, MD 21214

07-03

46070 vnterzu may
Vela of
47488

211

7-163/520 MD
8062

7-1-13

Date

Pay to the
Order of

Western Title & Escrow

\$ 1,500

One thousand dollars & no/100ths

Dollars



Bank of America logo

Bank of America



Bank of America Advantage®

ACH R/T 052001633

For

taxlots 17-01-23-30-01500 Klaus Bal

M³

⑆05200⑆1633⑆00393778284⑆110211

Legend Code Blue SHFFLE, D™

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SALEM, OR

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SALEM, OR

SERVICE CONTRACT

CASEY JONES WELL DRILLING CO., INC.
 PO BOX 817
 PLEASANT HILL, OR 97455
 Phone 541-747-2806
 Fax 541-747-6602
 Toll Free 1-800-810-2806

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JUL 24 2013

SALEM, OR

*Bob Murphy
 541-747-2806
 cell 541-577-3577*

Date: 7/18/2013

Name: Laura Bodner bodnerwinecompany@gmail.com

Mailing Address: _____

Work at: Section 23 Township 17s Range 1w Tax lot # 1500 Phone: 541-525-6588

Work Phone# _____ Fax# _____ Cell Phone# _____

Well Site Ownership: Owner represents to Contractor that he/she is the owner of the well site.
 Undersigned represents that he/she is the construction agent of Owner.

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 AUG 09 2013

Well Site Address Partridge Lane

DESCRIPTION OF WORK REQUESTED

SALEM, OR

1 Drill Well	<u>8</u> nominal diameter. Cost of <u>45</u> per foot.	Estimated depth <u>60</u>	\$ <u>2,700.00</u>
2 Set up charge	_____		
3 Minimum Charge	_____		
4 Screen	_____ estimated _____ per foot		
5 Material to be FURNISHED BY CONTRACTOR at job site:			
A. Drive shoe, <i>if needed</i>	<u>1</u> estimated	\$ <u>250.00</u> each	\$ <u>250.00</u>
B. Casing	<u>60</u> estimated	\$ <u>18.00</u> per lineal foot (installed)	\$ <u>1,080.00</u>
C. Cement (installed)	<u>15</u> estimated	\$ <u>12.00</u> per sack	\$ <u>180.00</u>
D. Installation of cement seal	_____ estimated	\$ <u>20.00</u> per foot	\$ <u>400.00</u>
E. Sanitary well seal		\$ <u>50.00</u> each	\$ <u>50.00</u>
F. Liner, <i>if needed (4 1/2" pvc)</i>	_____ ft.	\$ <u>4.25</u> per foot	
G. Well pump (make, model & h.p.)	<u>not included</u>		
H. Well Drilling Permit from Oregon Water Resources Dept.			\$ <u>225.00</u>
I. Deposit or down payment	<u>1/2 down</u>		
ADDITIONAL TERMS			ESTIMATED TOTAL:
			\$ <u>4,885.00</u>

- SEWER LOCATIONS: Oregon State Law requires well shall be fifty feet or more from septic tank or one-hundred feet from any open leach or drain field. The Owner, realizing that Casey Jones Well Drilling Company (hereinafter called Contractor) would have to dig up the Owner's property to personally ascertain location of sewer installations, agrees to assume full responsibility for legal location of well.
- DRILL CUTTINGS, WATER AND DEBRIS: The Owner hereby permits the Contractor to dump all drill cuttings, water and debris taken out of the hole during progress of the work around and about drill site, at such place and in such manner as the Contractor may choose, and the Contractor shall not be obliged to remove the same.
- TESTS: The Contractor will test well for G.P.M. with air, free of charge. For any additional test there will be an additional charge.
- WELL SITE LOCATION, ACCESS, AND PREPARATION: The Owner is responsible for correctly locating property lines and agrees to hold the Contractor harmless from any liability from the Owner's failure to do so. The Owner represents that he/she has all necessary rights of way or easements to the well site required for completion of this contract. The Owner is responsible for any damages caused to neighboring and contiguous property as result of the contractor crossing the same while traveling to or from the well site.
- FINDING WATER: The Contractor does not agree to find or develop water, nor does he represent, warrant or guarantee the quantity, quality or kind of water, if any, which may be encountered. Failure of the Contractor to strike water shall in no way release the Owner from payment of the full contract price.
- HIDDEN CONDITIONS: The Owner understands that drilling may uncover geological and hydrological conditions which may require the use of special materials or methods to complete the well. Unless specified above, this offer does not provide for gravel packing, perforating, casing, lining, plugging, or abandonment of the well, enlarging the drill hole, or other procedures used to prevent intermingling of unlike aquifers. In the event a hidden condition is discovered, the Contractor shall be entitled to additional compensation.
- PAYMENT: The Owner agrees to pay the total contract price upon completion of work. If payment is not made within 10 days of completion, the Owner agrees to pay late charges of 18 per cent per annum on the unpaid balance. If the contract price is not paid as agreed, a mechanics lien may be filed.
- ATTORNEY'S FEES: In the event this agreement/offer is placed in the hands of an attorney for collection, the Owner agrees to pay the Contractor's reasonable attorney fees through trials and appeals, costs and disbursements, and other fees incurred by the Contractor in collection of the contract price.
- I hereby acknowledge receipt of the Customer Notification Form and Information Notice to owner about Construction Liens.

 Owner

Bob Murphy
 Contractor's Representative

 Date

7/18/2013
 Date