



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

Application for a Permit to Store Water in a Reservoir

(Alternate Review)

Alternate Review Process (ORS 537.409): You may use this form for any reservoir storing less than 9.2 acre-feet or with a dam less than 10 feet high.

Use a separate form for each reservoir

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply, insert "n/a". A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

1. APPLICANT INFORMATION

Applicant: Bryce Roberts
First Last
 Mailing Address: 4047 SE Rice Ln
Amity OR 97101
City State Zip
 Phone: 971-241-0072 971-259-1051
Home Work Other
 Fax: 503-835-2702 E-Mail Address*: bryce@gpecelectric.com

* 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.)

2. AGENT INFORMATION

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

Agent: n/a
First Last
 Mailing Address: _____

City State Zip
 Phone: _____
Home Work Other
 Fax: _____ E-Mail Address*: _____

* 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.)

3. LOCATION AND SOURCE

A. Reservoir Name: Seltelly's Pond

B. Source: Provide the name of the water body or other source from which water will be diverted, and the name of the stream or lake it flows into. Indicate if source is run-off, seepage, or an unnamed stream or spring.
 Source: a spring Tributary to: Ash Swale

C. County in which diversion occurs: Yamhill

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App. No. <u>R87940</u>	For Department Use	Date <u>OCT 30 2013</u>
Permit No. _____		

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D. Reservoir Location

Township (N or S)	Range (E or W)	Section	quarter/quarter	tax lot number
5S	4W	20	SENE	300

E. Dam: Maximum height of dam: 9.9' feet. If excavated, write "zero feet".

F. Quantity: Amount of water to be stored in the reservoir at maximum capacity. List volume in acre-feet: 5

Is this project fully or partially funded by the American Recovery and Reinvestment Act? (Federal stimulus dollars) Yes No

4. WATER USE

Indicate the proposed use(s) of the stored water. **NOTE: You may wish to consider filing for "Multipurpose use" for your reservoir. Multipurpose use does not limit the types of future uses for the stored water. Multipurpose covers all uses including: stockwater, fish and wildlife, aesthetics, domestic, irrigation, agriculture, fire protection and pollution abatement. If any use will be out of reservoir use, regardless of the type of storage listed, a secondary application must be filed to appropriate the stored water.**

Multipurpose

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5. PROPERTY OWNERSHIP

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Please provide a copy of the recorded deed(s).

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

Yes (please check appropriate box below then skip to section 5)

There are no encumbrances

This land is encumbered by easements, right of way, roads of way, roads or other encumbrances

No (Please check the appropriate box below)

I have a recorded easement or written authorization permitting access.

I do not currently have written authorization or easement permitting access.

Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040).

(Do not check this box if you described your use as "Multipurpose" in #3 above.)

List the names and mailing addresses of all affected landowners:

6. ENVIRONMENTAL IMPACT

- A. **Channel:** Is the reservoir: in-stream or off channel?
- B. **Wetland:** Is the project in a wetland? Yes No Don't know
- C. **Existing:** Is this an existing reservoir? Yes No
If yes, how long has it been in place? _____ years.
- D. **Fish Habitat:** Is there fish habitat upstream of the proposed structure? Yes No Don't know
If yes, how much? _____ miles.
- E. **Partnerships:** Have you been working with other agencies? Yes No
Indicate agency, staff and phone numbers of those involved. Also indicate any agencies that are cost sharing in this project.

7. 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

8. DESCRIPTION

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

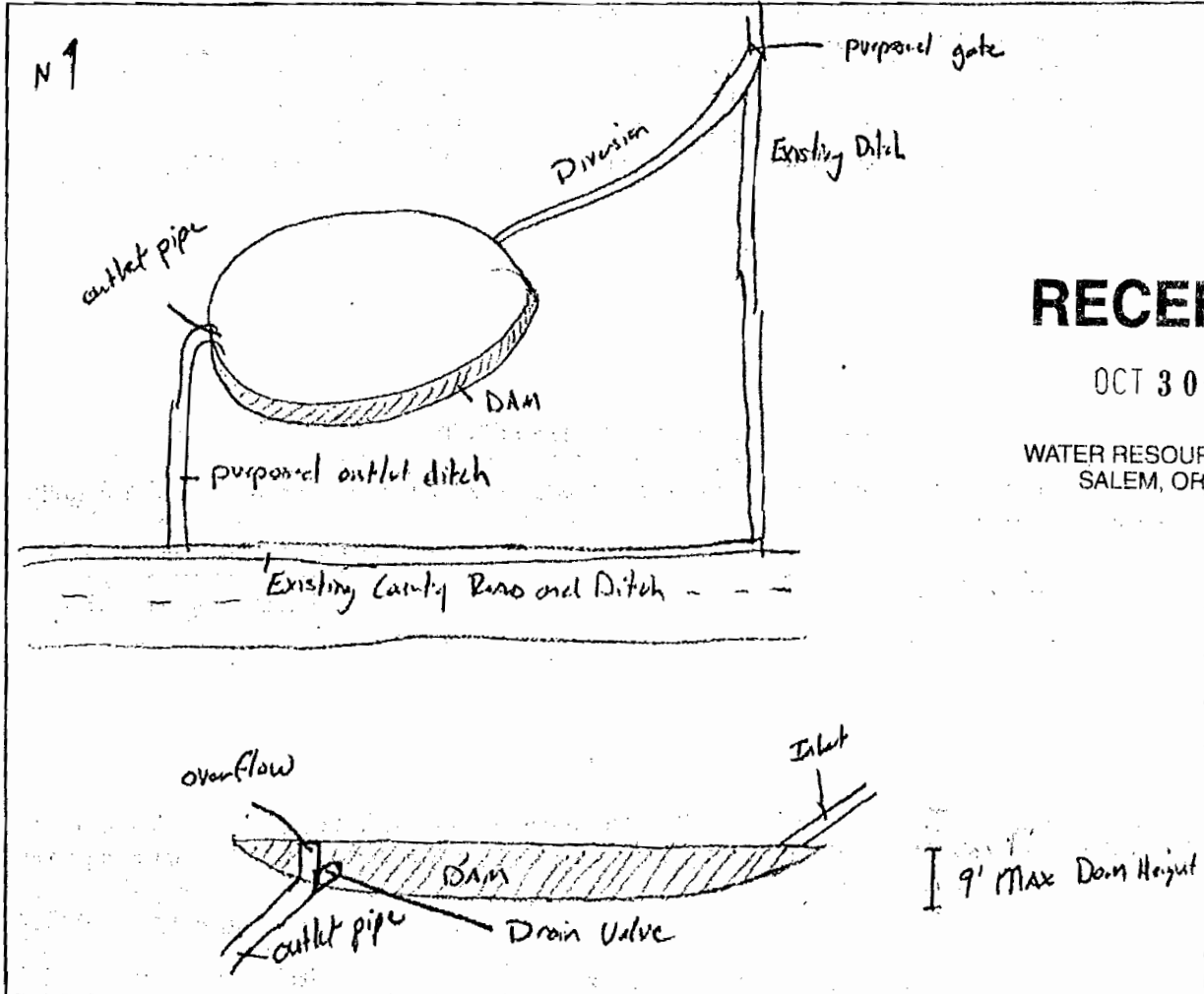
I plan on making a diversion up hill of the natural flow, this will make it possible to gate it off. The proposed gate will make it possible to have the water run into the pond during the storage season. In the off season we will be able to switch the valve so that the water will run into the natural ditch. After we have sufficient storage there will be an overflow pipe installed that will take the additional water back to the county ditch.

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



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9. SIGNATURE

I swear that all statements made and information provided in this application are true and correct to the best of my knowledge.

[Handwritten Signature]
Landowner Signature

8/13/13
Date

- Before you submit your application be sure you have:**
- Answered each question completely.
 - Included a legible map that includes Township, Range, Section, quarter-quarter and tax lot number.
 - The map must meet map requirements to be accepted.
 - Included a land use form or receipt stub signed by a local planning official.
 - Included a check payable to Oregon Water Resources Department for the appropriate amount.

FEE STRUCTURE: The fee is based on the number of acre-feet proposed to be stored. The base fee is \$300. In addition, there is a fee of \$25 per acre-foot or fraction thereof. Example: 0.3 AF= \$325; 1.5 AF= \$350; 20.0 AF= \$800; 30.0 AF= \$1050. Plus a permit recording fee of \$400 (this fee is refunded if no permit is issued).

WATERMASTER ALTERNATE RESERVOIR APPLICATION REVIEW SHEET

Recommendations for Water Right Applications under the Alternate Reservoir review process (ORS 537.409)

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

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

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

The review of alternate reservoirs is limited to these criteria only.

Application #: R-

Applicant's Name:

Bryce Roberts

1) Does the proposed reservoir have the potential to injure existing water rights?

NO

YES

Explain:

Water is likely not available July - Sept.

2) Can conditions be applied to mitigate the potential injury to existing water rights?

NO

YES

If YES, which conditions are recommended:

Storage season of Oct 1 - June 30

3) Did you meet with staff from another agency to discuss this application?

NO

YES

Who:

Agency:

Date:

Who:

Agency:

Date:

Watermaster signature:

Michael J. ...

Date:

8-14-13

WRD Contact:

Castworker:

Water Rights Division, 503-986-0900 / Fax 503-986-0901

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NOTE: This completed form must be returned to the applicant

ODFW Alternate Reservoir Application Review Sheet

This portion to be completed by the applicant.

Applicant Name/Address/Phone/Email: _____

Reservoir Name: _____ Source: _____ Volume (AF): _____

Twp Rng Sec QQ: _____ Basin Name: _____ in-channel
 off-channel

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

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

- 1) Is the proposed project and AO¹ off channel? YES NO
 (if yes then proceed to #4; if no then proceed to #2)
- 2) Is the proposed project or AO located where NMF² are or were historically present? YES NO
 (if yes then proceed to #3; if no then proceed to #4)
- 3) If NMF are or were historically present:
- a. Is there an ODFW-approved fish-passage plan? YES NO
- b. Is there an ODFW-approved fish-passage waiver or exemption? YES NO

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

- 4) Would the proposed project pose any other significant detrimental impact to an existing fishery/resource locally or downstream? YES NO
 Explain below (for example, list STE species or other existing fishery resources that would be impacted negatively.)

Any diversion or appropriation of water for storage during the period June through November poses a significant detrimental impact to existing fishery resources. (For example, if diversion of water for storage during a certain time period would cause a significant detrimental impact to an existing fishery resource, then ODFW should recommend conditions or limitations.)
 If NMF fish are present at the project site or point of water diversion then the applicant should be advised that a fish screen consistent with screening criteria will be required.

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

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

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

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

b51a: The period of use has been limited to December - May.
Wq, riparian; Water should only be diverted to fill the reservoir when
state + federal water quality standards and downstream
instream water rights are being met. Once the reservoir
is full, all live flow should be bypassed in a manner
that doesn't impact water quality.

ODFW Signature: Ben Walczak Print Name: Ben Walczak

ODFW Title: Assistant District Fish Biologist Date: 10/09/13

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

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Use this menu to identify appropriate conditions to be included in the permit, and indicate the abbreviations on the review form:

fishpass: As required by ORS 509.585, a person owning or operating an artificial obstruction (AO) may not construct or maintain any AO across any waters of this state that are inhabited, or historically inhabited, by native migratory fish (NMF) without providing passage for NMF. A person owning or operating an AO shall, prior to construction, fundamental change in permit status or abandonment of the AO in any waters of this state, obtain a determination from ODFW as to whether NMF are or historically have been present in the waters. If ODFW determines that NMF are or historically have been present in the waters, the person owning or operating the AO shall either submit a proposal for fish passage to ODFW or apply for a waiver or exemption. Approval of the proposed fish-passage facility, waiver, or exemption must be obtained from the department prior to construction, permit modification or abandonment of the AO. Approved fish-passage plans, waivers, and exemptions shall maintain adequate passage of NMF at all times (ORS 509.601) as per the approved plan, waiver or exemption.

fishself: The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional prior to diversion of any water. Permittee shall obtain written approval from ODFW that the installation of the required screen and by-pass devices meets the state's criteria or the permittee shall submit documentation that ODFW has determined screens and/or by-pass devices are not necessary.

fishapprove: The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.

fishdiv33: If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.

The use may be restricted if the quality of the source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.

The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.

fishmay: Notwithstanding that ODFW has made a determination that fish screens and/or by-pass devices are not necessary at the time of permit issuance, the permittee may be required in the future to install, maintain, and operate fish screening and by-pass devices to prevent fish from entering the proposed diversion and to provide adequate upstream and downstream passage for fish.

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b52 Water may be diverted only when Department of Environmental Quality sediment standards are being met.

b5 The water user shall install and maintain adequate treatment facilities meeting current DEQ requirements to remove sediment before returning the water to the stream.

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b51a The period of use has been limited to _____ through _____.

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b57 Before water use may begin under this permit, a totalizing flow meter must be installed at each diversion point.

b58 Before water use may begin under this permit, a staff gage that measures the entire range and stage between full reservoir level and dead-pool storage must be installed in the reservoir. The staff gage shall be United States Geological Survey style porcelain enamel iron staff gage style A, C, E or I.

futile call: The use of water allowed herein may be made only at times when waters from the (NAME OF SURFACE WATER) would not otherwise flow into a tributary of the _____ River or sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.

riparian: If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.

wq: The use may be restricted if the quality of the source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.

fence: The stream and its adjacent riparian area shall be fenced to exclude livestock.

blv: Water must be diverted to a trough or tank through an enclosed water delivery system. The delivery system must be equipped with an automatic shutoff or limiting flow control mechanism or include a means for returning water to the stream source through an enclosed delivery system. The use of water shall not exceed 0.10 cubic feet per second per 1000 head of livestock.

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After Recording Return to:

Sam Justice, Attorney
PO Box 480
McMinnville, OR 97128

Send tax Statements to:

Bryce & Cherish Roberts
P.O. Box 836,
Amity, Oregon 97101

OFFICIAL YAMHILL COUNTY RECORDS
BRIAN VAN BERGEN, COUNTY CLERK

201310700



\$76.00

00419615201300107000080085

07/08/2013 02:23:48 PM

DMR-CONDMR Cnt=2 Stn=2 ANITA

\$5.00 \$40.00 \$5.00 \$11.00 \$15.00

CONTRACT FOR SALE OF REAL PROPERTY AND SECURITY AGREEMENT

Seller: Carol Y. Wright
5 Gap Crescent
Hunmanby Gap
Filey
North Yorkshire
YO14 9QJ, United Kingdom

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Buyer: Bryce M. Roberts, Cherish T. Roberts
Husband and Wife
P.O. Box 836
Amity, OR 97101

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AGREEMENT: The above named Seller agrees to sell to the above named Buyer, and the Buyer agrees to purchase from the Seller, all the property (the term "property" refers collectively to both real and personal property) hereinafter described, upon the terms and conditions herein set forth.

PROPERTY: The property covered by this contract is all of that real property described in Exhibit "A," attached hereto and by this reference made a part hereof ("Real Property"); and the following personal property:

Manufactured Dwelling; 1994 Fleetwood VH ID #: ORFLR48AB9351LP ;
Property ID No.M00278359 ("Personal Property")

PRICE AND TERMS: The true and actual consideration for and purchase price of said property is TWO HUNDRED SEVENTY THOUSAND DOLLARS AND NO CENTS (\$270,000.00), payable to Seller as follows: \$100,000.00 cash down payment through escrow at First American Title Insurance Company, with the execution of this agreement ("closing"), and the balance of \$170,000.00 payable in monthly installments of \$912.60, including interest, with the first of said installments to become due and payable on the **1st day of August, 2013**, and a subsequent installment to become due and payable on the same date in each and every month thereafter until the full remaining balance of purchase price is paid in full (**Balloon Payment**) on the 1st day of July 2023. All payments shall be made directly to North Valley Contract Services,

FIRST AMERICAN TITLE 2110167

316 NE Johnson Street, (P.O. Box 825), McMinnville, OR 97128. North Valley Contract Services will be responsible for all exchanges of payments and receipts made pursuant to the terms of this contract and both Buyer and Seller shall bear the costs of this service equally.

INTEREST: All deferred payments hereunder shall bear interest computed on the diminishing principal balances at the rate of 5% per annum from and after the **1st day of July, 2013**, said interest to accrue and become payable on each principal payment date specified herein.

PREPAYMENT: Buyer may increase any payment or pay the entire balance of purchase price at any time without penalty; provided, however, that no additional payment shall be credited as a regular future payment nor excuse Buyer from making the regular monthly payments required herein.

DEED: Upon full payment and performance by the Buyer as provided herein, the Seller will convey the real property to the Buyer by a special warranty deed (and bill of sale, if necessary) warranting the same to be free and clear of all liens and encumbrances created or suffered by the grantor (ORS 93.855) excepting those accepted by Buyer and also as set forth in First American Title Company of Oregon report No. 1031-2110169-, and any liens or encumbrances which are specifically mentioned in this contract, and any created or allowed by the Buyer or any person holding by, through or under the Buyer.

Waterline. The parties understand that at the time of this contract there appears to be an existing waterline that runs across the property, serving Lot 21 of Amity Heights, and Buyer takes the property subject to the existence of said waterline and rights of the owner of Lot 21 to said line. Each party herein has had the opportunity to inquire further about said waterline and has expressly chosen to proceed to closing without further inquiry about said waterline and understanding that Buyer may later take action to document and record any encumbrance existing on the property as a result of said waterline.

Manufactured Dwelling: At closing Seller agrees to deliver to Buyer a Bill of Sale and the parties agree to execute Change of Ownership documents (Manufactured Structure Notice of Sale/Change of Ownership) showing Buyer as owner of the manufactured dwelling and Seller as the new security interest holder.

TITLE INSURANCE: Within a reasonable time after the date hereof, Seller will at her expense furnish to Buyer a title insurance policy in the amount of the purchase price herein, insuring the Buyer of a marketable fee simple title to the real property herein sold, subject to the usual printed exceptions in such title insurance policies and to the exceptions set forth in the paragraph in this contract entitled "DEED" provided, however, that the Seller shall have a reasonable time in which to clear and cure the defects of title, if any be discovered by the Buyer, or the insurance company's examiner and required to be cleared or cured hereunder.

POSSESSION: Buyer shall have the possession and use of the property on and after the date of closing.

PRORATIONS: The property taxes against the property (real and personal property) shall be prorated between the parties as of the date of closing. The premiums on the current insurance on said premises shall be prorated between the parties as of the date of closing.

INSURANCE: Buyer will at all times hereafter, at Buyer's expense, keep the main buildings and improvements now or subsequently situated on said property (and any personal property covered by this contract) insured in a company or companies satisfactory to Seller against loss by fire with extended coverage in an amount equal to the full insurable value thereof, with loss payable first to the Seller to the extent of any balances due hereunder, and then to the Buyer, with priority in payment to the Seller. Buyer shall be named as the insured on such policy and a

contract of sale clause in favor of the Seller shall be attached thereto. Buyer shall deliver to Seller a certificate of coverage from each insurer containing a stipulation that coverage will not be canceled or diminished without a minimum of ten (10) days written notice to Seller. Any amount of insurance received by Seller hereunder shall be applied upon the unpaid balances due hereunder and shall reduce said unpaid balances to the extent of the amount of the insurance payment received by Seller. All uninsured losses shall be borne by Buyer on and after the date Buyer becomes entitled to possession. So long as the property remains subject to the above mentioned contract, Buyer will also conform to the requirements thereof as to the maintenance of insurance coverage and the furnishing of evidence thereof.

TAXES AND LIENS: Buyer will at all times hereafter pay and keep paid, when due and before delinquent, all taxes and/or assessments levied, charged and/or assessed against said property (real and personal property), or any part thereof, and will keep said property and the structures situated thereon and all parts thereof, free and clear of all labor and/or materialmen's liens and liens of every other kind and nature which may be charged against the same. So long as the property remains subject to the above mentioned contract, Buyer will conform to the requirements thereof as to the payment of taxes in advance with the monthly payments of principal and interest.

PAYMENTS BY SELLER: In the event the Buyer shall fail to acquire and pay for any insurance or shall fail to pay any taxes, assessments, mortgage payments or other charges against the property required herein, then Seller may at his option and without notice to Buyer acquire and/or pay the same with any interest or charges thereon, and any amount so paid, including a reasonable sum for attorney's fees and other expenses attending the same, shall be added to and become a part of the purchase price herein, without waiver of any other rights arising from the breach of any of the covenants herein, and the Buyer agrees to pay any such amounts forthwith, together with interest thereon at the rate herein above set forth.

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

CARE OF PROPERTY: Buyer will at all times, at Buyer's expense, maintain the property and all improvements now or hereafter placed on the property, if any, in good condition and repair, and will not cause or allow any strip or waste to or upon said property, and if said property includes any agricultural land Buyer will farm, manage and operate said portion of the property in a good husbandry-like manner.

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REPRESENTATIONS: Buyer agrees that this contract is accepted and executed on the basis of Buyer's own examination and personal knowledge of the premises and opinion of the value thereof, and that Buyer takes the property in an "AS IS" condition, and it is expressly understood and agreed that as a part of the consideration to Seller for the sale of said property, Buyer will make no claim or demand based upon any misrepresentation, whether innocent or otherwise, concerning the repairing or altering or improvement of any portion of the property, the infestation of the property by insects, rodents, termites or dry rot, the existing or future zoning or land use classification of the property, or the lack of acreage or quantity of land, and Buyer specifically waives any implied warranties of habitability or fitness or suitability for any particular purpose.

NOTICE OF DEFAULT: Buyer shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments provided for herein, until notice of said default has been given to the Buyer and the Buyer has failed to remedy such default within 15 days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing such notice addressed to the Buyer at the address herein above set forth. If the Buyer shall fail to make payment as herein provided, and said failure shall continue for more than 15 days after the payments become due, Buyer shall be deemed in default, and the Seller shall not be obligated to give notice to the Buyer of a declaration of such default.

REMEDIES FOR DEFAULT: In the event the Buyer shall be in default hereunder, the Seller shall have the following rights:

- (1) To institute an action or other proceeding for the enforcement of the payment of any delinquent installment or the performance of any other covenant herein contained, in the same manner as though such installment or other obligation were evidenced by an unsecured promissory note then due and payable or by a separate agreement, without waiving the security of the property herein.
- (2) To declare the full unpaid balance of purchase price immediately due and payable.
- (3) To enforce specifically the terms of this agreement.
- (4) To foreclose said agreement by strict foreclosure in equity.
- (5) After complying with the notice requirements and affording Buyer the right to the cure the default contained in ORS 93.905-93.940 as the same be amended or superseded from time to time, as long as the same is applicable, Seller may declare this contract forfeited and retain the amount of the payments previously made under this contract. Upon recordation of the affidavit required by Oregon Law, this contract shall be extinguished and canceled and Buyer shall have no further right, title or interest in and to the real property or to any return or compensation for payments previously made under this contract, as though this contract and such payments had never been made. In such event, Buyer agrees to surrender the property to Seller. If Buyer fails to do so, Seller may elect to treat Buyer as a tenant holding over unlawfully after the expiration of the lease, and Buyer may be ousted and removed as such without affecting Seller's right to pursue other rights and remedies contained in this contract or permitted by law.
- (6) To have a receiver appointed to manage the property, collect the rents and the profits and apply them, after deducting all proper charges and expenses of such receiver, upon the payment of the purchase price herein, subject to the other provisions of this default paragraph.
- (7) The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

SECURITY INTEREST: This Contract shall as to any personal property described herein be deemed to constitute a Security Agreement and Buyer grants to the Seller a security interest in

the Personal Property pursuant to the Oregon Uniform Commercial Code. Buyer agrees upon request of the Seller to execute any supplements to this Contract and any separate security agreement and any financing statement to include specifically said Personal Property. With respect to the Personal Property this Contract shall also constitute a financing statement and a fixture filing under the Oregon Uniform Commercial Code.

DEFAULT COSTS: If this Contract is placed in the hands of an attorney due to a default in the payment or performance of any of its terms, the defaulting party shall pay, immediately upon demand, the other party's reasonable attorney fees, collections costs, costs of either a litigation or a foreclosure report (whichever is appropriate), even though no suit or action is filed thereon, and any other fees or expenses incurred by the nondefaulting party.

If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this Contract, or if suit or action is instituted in a Bankruptcy Court for a United States District Court to enforce or interpret any of the terms of this Contract, to seek relief from an automatic stay, to obtain adequate protection, or to otherwise assert the interest of Seller in a bankruptcy proceedings, the party not prevailing shall pay the prevailing party's costs and disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees pursuant to ORCP 68, the actual cost of a litigation or foreclosure report, and such sums as the court may determine to be reasonable for the prevailing party's attorney fees connected with the trial and any appeal and by petition for review thereof; in addition, the Court shall award the prevailing party a reasonable attorney fee for collecting any resulting judgment.

For purposes of this Contract, the term attorney fees includes all charges of the prevailing party's attorneys and their staff (including without limitation legal assistants, paralegals, word processing, and other support personnel) and any postpetition fees in a bankruptcy court. For purpose of this Contract, the term fees and expenses includes but is not limited to long-distance telephone charges; expenses of facsimile transmission; expenses for postage (including costs of registered or certified mail and return receipts), express mail, or parcel delivery; mileage and all deposition charges, including but not limited to court reporters' charges, appearance fees, and all costs of transcription; costs incurred in searching records; and the cost of title reports or surveyor's reports.

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INSPECTION: Seller shall have the right to enter upon the property at reasonable times for the purpose of inspecting the same.

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SALEEM, OREGON

WAIVER: Time and punctual performance is hereby declared to be of the essence of this agreement; provided, however, that the waiver of any one default or failure to perform shall not amount to a waiver of any subsequent default or failure to perform.

PRIOR AGREEMENTS: This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the property, and supersedes and replaces all prior or existing written and oral agreements (including any Earnest Money Agreement) between the parties or their representatives relating to the property.

ATTORNEYS: It is understood and agreed that this contract has been prepared by attorney Joshua Cooper of Lake, Hart & Cooper, McMinnville, Oregon, as attorneys for Buyer herein, and that attorney for Seller, Samuel R. Justice, has also reviewed this Contract.

STATUTORY NOTICE THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT

LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, REGION LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

EFFECTIVE DATE OF CONTRACT: This contract will be effective when duly executed (signed) by all parties.

THE PARTIES AGREE TO THE TERMS OF THIS CONTRACT AS INDICATED BY THEIR SIGNATURES BELOW:

SELLER

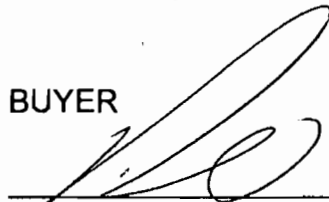
_____ [See page 7]

Carol Y. Wright

Date: _____

County of Yamhill)
) ss.
State of Oregon)

BUYER



Bryce M. Roberts

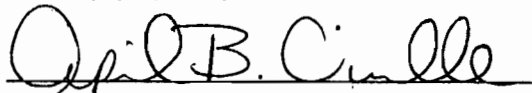
Date: 6/27/2013



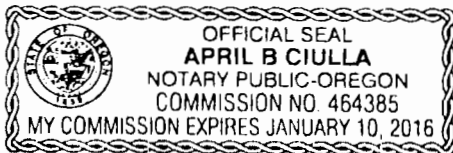
Cherish T. Roberts

Date: 6/27/2013

This instrument was acknowledged before me on the 27 day of JUNE, 2013 by Bryce M. Roberts and Cherish T. Roberts, husband and wife.



Commission Expires: 1/10/2016



SELLER AGREES TO THE TERMS OF THIS CONTRACT BY HER SIGNATURE BELOW:

SELLER:

Carol Y. Wright
Carol Y. Wright

Date: 28 June 2013

NOTARY
(Signature Acknowledgment)

TOWNSHIP OF SEABOROUGH)

County of NORTH YORKSHIRE, UK)
. . .) SS.

—)



This instrument was acknowledged before me on 28th JUNE, 2013
by Carol Y. Wright.

Franklyn M. Lang NOTARY PUBLIC
in & for Seaborough, North Yorkshire, UK.
My faculty endures for so long as I
shall practice.

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SALEM, OREGON

R57940

EXHIBIT A

Real Property in the County of Yamhill, State of Oregon, described as follows:

All of the Lots Numbered Twenty-Two (22) and Twenty-Six (26) of AMITY HEIGHTS, in Yamhill County, State of Oregon, as shown upon the duly recorded map and plat thereof now of record in the office of the Recorder of conveyances for said County.

Including legal access on roads in Lot Twenty-One (21) to gain entry to Lot Twenty-Two (22) as set forth in Deed recorded December 23, 1993 in Film Volume 300 Page 0779, Yamhill County Records.

SUBJECT TO the Reciprocal Easement Agreement between Carol Y. Wright and Celeste Hunter as recorded at document No. 201009975 on July 23, 2010 in the real property records of Yamhill County, Oregon.

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WATER RESOURCES DEPT
SALEM, OREGON

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

Applicant: Boyer Roberts
First Last

Mailing Address: 4047 Rice Lane Pobox 036

Amity OR 97101 Daytime Phone: 771 241 0072
City State Zip

A. Land and Location

Please include the following information for all tax lots whose 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	1/4	Tax Lot #	Plan Designation (e.g., Rural Residential/RRS)	Water to be:			Proposed Land Use:
SS	4W	20	SE, NE	300	AE-20/AFLH	<input checked="" 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	
						<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:

YAMHILL

B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 5 cubic feet per second gallons per minute acre-feet

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

Briefly describe:

We propose to build a pond using existing water run off that is currently in a ditch. We plan to divert the water and pipe it over to the pond. This will also be used to dry up the existing farm ground.

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. →

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SALEM, OREGON

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): 403.02 4620

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

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.

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SALEM, OREGON

Name: Stephanie Armstrong Title: Planner

Signature: [Signature] Phone: 503-434-7576 Date: 11/5/13

Government Entity: Tamhill 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: _____