

PIERCEALL Jeffrey D

From: Jeanne L. Albro <jlalbro@co.douglas.or.us>
Sent: Wednesday, April 01, 2015 11:20 AM
To: PIERCEALL Jeffrey D
Subject: C & D Lumber

RECEIVED

APR 01 2015

WATER RESOURCES DEPT
SALEM, OREGON

The original contract has a limited license.

The company is applying for a permit and the contract is making the rounds for signatures.

I will email you a company when I receive it back.

Thank you,

*Jeanne L Albro
Natural Resources Division Technician
Douglas County Public Works
1036 SE Douglas, Room 306
Roseburg, OR 97470
541-440-4255
jlalbro@co.douglas.or.us*

Application for a Permit to Use Surface 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 C & D LUMBER			PHONE (HM)
PHONE (WK) 541-874-2281	CELL		FAX
ADDRESS PO Box 27			
CITY RIDDLE	STATE OR	ZIP 97469	E-MAIL *

Organization Information

NAME			PHONE	FAX
ADDRESS			CELL	
CITY	STATE	ZIP	E-MAIL *	

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

AGENT / BUSINESS NAME GARY SCHROEDER			PHONE	FAX
ADDRESS PO Box 27			CELL 541-430-1892	
CITY RIDDLE	STATE OR	ZIP 97469	E-MAIL * LOGACCTG@CDLUMBER.COM	

Note: Attach multiple copies as needed

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

RECEIVED BY OWRD

By my signature below I confirm that I understand:

MAR 26 2015

- 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 packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- 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.

SALEM, OR

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

Applicant Signature

Print Name and title if applicable

Date

Applicant Signature

Print Name and title if applicable

Date

Revised

App No. <u>S-88066</u>	For Department Use 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.

- Yes
 - There are no encumbrances.
 - 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*).

Rick and Karen Gibbons
PO Box 699
Riddle, OR 97469

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: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so:

Source 1: <u>Galesville Reservoir</u>	Tributary to: <u>Cow Creek</u>	RECEIVED BY OWRD MAR 26 2015 SALEM, OR
Source 2: _____	Tributary to: _____	
Source 3: _____	Tributary to: _____	
Source 4: _____	Tributary to: _____	

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

B. Applications to Use Stored Water

Do you, or will you, own the reservoir(s) described in item 3A above?

- Yes.

S-88066

- No. (Please enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which you should have already mailed or delivered to the operator.)

If *all* sources listed in item 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

- By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

SECTION 4: WATER USE

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):

(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
Galesville Reservoir	34 acre-feet for general industrial use	Year-round	<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

RECEIVED BY OWRD

<p>For irrigation use only: Please indicate the number of primary and supplemental acres to be irrigated. Primary: _____ 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: <u>34 af.</u></p>	<p>MAR 26 2015 SALEM, OR</p>
--	---

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: _____
- If the use is **mining**, describe what is being mined and the method(s) of extraction:

S-980066

SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

What equipment will you use to pump water from your source?

Pump (give horsepower and type): 20 HP

Other means (describe): _____

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

Galesville stored water will be pumped from the South Umpqua River to a pond for general industrial, mill use, log pond maintenance, and log deck sprinkling.

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

B. Application Method

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

Water is pumped through a 2 1/2" pipe to pond, then pumped from pond to mill and log deck sprinkler system.

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 public uses of affected surface waters.

Water is needed for general saw mill use including but not limited to log pond storage/maintenance and log deck sprinkling.

SECTION 6: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources.

- Diversion will be screened to prevent uptake of fish and other aquatic life.
Describe planned actions: ODFW approved fish screening will be installed on pump intake prior to diversion of water.
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: None planned.
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: None planned.
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: Will use best industrial management practices to prevent waste.

SECTION 7: PROJECT SCHEDULE

Date construction will begin: Existing system

Date construction will be completed: Existing system

Date beneficial water use will begin: Upon permit issuance

RECEIVED BY OWRD

MAR 26 2015

SECTION 8: WITHIN A DISTRICT

SALEM, OR

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 9: REMARKS

Use this space to clarify any information you have provided in the application.

Douglas County Official Records
Patricia K. Hitt, County Clerk

2015-004856



\$71.00

00388203201500048560060062

03/23/2015 01:35:31 PM

EASE-EASE Cnt=1 Stn=17 ROBIN

\$30.00 \$11.00 \$20.00 \$10.00

DOUGLAS COUNTY CLERK



RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

CERTIFICATE
PAGE

DO NOT REMOVE THIS PAGE FROM ORIGINAL
DOCUMENT

THIS PAGE MUST BE INCLUDED IF DOCUMENT IS RE-RECORDED

8-88066

EASEMENT AGREEMENT

RECEIVED BY OWRD

PARTIES: RICKY D. GIBBONS and KAREN L. GIBBONS (Gibbons)
and
C & D LUMBER CO. (C & D)

MAR 26 2015

SALEM, OR

RECITALS:

Gibbons owns the real property described in Exhibit A. C & D has a pumping station located on the Gibbons property to provide fire protection and to serve operations at the C & D manufacturing plant. C & D desires to make certain improvements to pumping station, and the parties desire to state their rights and responsibilities by this agreement.

IT IS AGREED:

1. Easement Grant. Gibbons grants to C & D an easement on the real property described in Exhibit B on the terms and conditions of this agreement.

2. Nature of Easement. This is a perpetual nonexclusive easement for the construction, maintenance, repair, upgrade, and removal of a water pump, water line, electrical lines, and accessory equipment which are owned and operated by C & D upon the Gibbons property for the benefit of the present C & D manufacturing plan in Riddle, Oregon, and any future C & D operations. Gibbons shall retain all rights to use their property which are not inconsistent with the terms of this easement.

3. Entry and Installation. C & D may enter upon the easement at all reasonable times in a reasonable manner for the purposes of the easement. After any entry, including the initial installation, C & D shall return the Gibbons property to substantially the same state as before entry. C & D shall ensure that all equipment and its installation conform to the rules and regulations of all applicable government agencies at the time of installation. Lines shall be buried at least 30 inches deep. Energized components of electrical equipment shall be suitably protected at all times from casual contact by third parties (e.g., young children playing) and from livestock.

4. Consideration. In consideration of this agreement, C & D shall provide Gibbons with the following as described in Exhibit A:

(a) Electric power from the 220-volt electrical service at the C & D pump, so as to allow Gibbons to operate one 5-horsepower water pump. The power shall be provided at no cost to Gibbons, but Gibbons shall be entitled to such power only when the electrical service is energized, and C & D shall have no obligation to energize the service outside usual operating times.

(b) Water service for irrigation with untreated river water from a 3/4" hose bib from the C & D water system, so as to allow Gibbons to irrigate a garden. Water pressure shall be at least 50 psi, but no guaranty or representation is made as to the quality of the water. The water is not provided nor intended for human consumption. The water shall be provided at no cost to Gibbons, but Gibbons shall be entitled to such water only when the water line is pressurized, and C & D shall

5-88066

MAR 26 2015

1 have no obligation to pressurize the line outside usual operating times.

SALEM, OR

2 **5. Relocation and Termination.** Gibbons may relocate the location of the easement for
3 good reason (such as building a structure at that spot), upon giving notice to C & D at least 90 days
4 prior to the date for relocation. Upon request of either party, a memorandum of the relocated
5 description shall be made for recording in the deed records. C & D shall bear the cost of relocation.
6 If C & D fails to use the easement for five continuous years, all of C & D's rights under the easement
7 shall terminate, and C & D shall remove all its improvements from the Gibbons property within 90
8 days or such improvements shall be deemed abandoned to Gibbons at their option.

9 **6. Hazardous Substances.**

10 (a) 'Hazardous substance' means any hazardous, toxic, infectious, or radioactive
11 substance, waste, and material as defined or listed by any environmental law, and petroleum
12 products. 'Environmental law' means any federal, state, or local statute, regulation, or ordinance or
13 any judicial or other governmental order pertaining to the protection of health, safety, or the
14 environment.

15 (b) C & D shall not cause or permit any hazardous substance to be released on or under
16 the Gibbons property. C & D may use or handle on the Gibbons property only those hazardous
17 substances typically used in the prudent and safe operation of the use permitted by this agreement. C
18 & D shall comply with all environmental laws to exercise the highest degree of care in the use and
19 handling of hazardous substances and shall take all practicable measures to minimize the quantity
20 and toxicity of hazardous substances used or handled on the Gibbons property. C & D shall remove
21 any hazardous substances it has released on the Gibbons property, and indemnify Gibbons for any
22 response costs.

23 **7. Insurance.** C & D shall carry at its own expense comprehensive general liability
24 insurance in a responsible company with limits of not less than \$300,000 for injury to one person,
25 \$1,000,000 for injury to two or more persons in one occurrence, and \$300,000 for damage to
26 property. Such insurance shall cover all risks arising directly or indirectly out of C & D's activities
27 on or any condition of the Gibbons property whether or not related to an occurrence caused or
28 contributed to by Gibbons' negligence. Insurance procured by C & D shall name Gibbons as an
29 additional insured.

30 **8. Eminent Domain.** If all or a portion of the Gibbons property is condemned, or
31 conveyed to a government agency under threat of condemnation, Gibbons shall be entitled to all
32 proceeds of such condemnation, and C & D shall have no claim against Gibbons as a result of such
33 condemnation, provided that C & D shall have a right to relocate the easement and improvements to
34 another suitable portion of the Gibbons property, if such a location exists.

35 **9. Liability and Indemnity.** C & D shall pay as due all claims for work done on and
36 for services rendered or material furnished to the Gibbons property at C & D's request or sufferance,
37 and shall keep the Gibbons property free from any liens. C & D shall indemnify and defend Gibbons
38 from, and reimburse Gibbons for, any cost, claim, loss, or liability suffered directly or from a third-
39 party claim arising out of or related to any activity of C & D on the Gibbons property. Gibbons shall

S-98066

1 have no liability to C & D for any injury, loss, or damage caused by third parties, or by any condition
2 of the Gibbons property. Gibbons makes no warranties or representations, express or implied,
3 regarding the Gibbons property or its condition or state of repair.

4 **10. Miscellaneous Provisions.**

5 (a) Nonwaiver. — Waiver by either party of strict performance of any provision of this
6 agreement shall not be a waiver of or prejudice the party's right to require strict performance of the
7 same provision in the future or of any other provision.

8 (b) Binding Effect. — This agreement shall be binding on and inure to the benefit of the
9 parties, their successors and assigns, including the tenants of Gibbons.

10 (c) Interpretation. — The captions of this agreement are solely for the convenience of
11 reference and in no way limit or expand its provisions. Any term of this agreement that is
12 determined to be invalid will be severed from the remaining terms which shall continue in full force
13 and effect.

14 (d) Modification of Agreement. — Any modification of this agreement or additional
15 obligation assumed by either party shall be binding only if made in writing and signed by each party
16 or their authorized representative.

17 (e) Excavation of pipe. — In the event that C & D Lumber Co. must excavate the pipe for
18 any reason C & D Lumber Co. shall have the pipe toned to determine location prior to excavation.

19 Ricky D. Gibbons
20 RICKY D. GIBBONS

C & D LUMBER CO.

21 Karen L. Gibbons
22 KAREN L. GIBBONS

Brad Hatley
By: Brad Hatley, General Manager

23 **ACKNOWLEDGMENTS**

24 State of Oregon)
25) ss.
26 County of Douglas)

27 This instrument was acknowledged before me by RICKY D. GIBBONS and KAREN L.
28 GIBBONS on 3-19, 2015.



29 Brigid A. Kennaday
30 Notary Public for Oregon

RECEIVED BY OWRD

MAR 26 2015

S-88866

SALEM, OR

1 State of Oregon)
2) ss.
3 County of Douglas)

4 This instrument was acknowledged before me by Brad Hatley as General Manager of C & D
5 LUMBER CO. on 3-19, 2015.



Brigid A Kennaday

Notary Public for Oregon

8 **EXHIBIT A**
9 (Gibbons Property)

10 All that part of the following described premises lying West of the South Umpqua River in
11 Douglas County, Oregon.

12 Beginning at a point which is located 17.05 chains North of the Southeast corner of the
13 Remick A. Cowles Donation Land Claim (>DLC=) No. 41 in Township 30 South, Range 5 West of
14 the Willamette Meridian and which lies on the East line of said DLC; thence North 18.45 chains
15 along the East line of said DLC to the Northeast corner of said DLC; thence West 60.27 chains along
16 the North line of said DLC and its continuation as the Remick A. Cowles DLC No. 37 in Township
17 30 South, Range 6 West of the Willamette Meridian; thence South 55 chains to the southernmost
18 South line of said DLC No. 37 along a line which is parallel to the East line of said DLC No. 41
19 located in Range 5 West; thence East along said South line 13.37 chains to the East line of DLC No.
20 37 located in Range 6 West; thence North 37.55 chains along said East line located in Range 6 West
21 and the northerly extension of said East line; thence East 46.90 chains to the point of beginning.

22 Excepting therefrom those portions situated: (1) South of the Northerly line of County Road
23 No. 263; (2) West or South of County Road No. 41; or (3) within the Southern Pacific Railroad right
24 of way.

RECEIVED BY OWRD

25 **EXHIBIT B**
26 (Easement Location)

MAR 26 2015

27 The following portion of the land described in Exhibit A:

SALEM, OR

28
29 Beginning at the intersection of the North right of way line of Pruner Road, County Road
30 Number 20, and the East right of way line of Weaver Road, County Road Number 41, from
31 which a 3/4 inch iron pipe with aluminum cap at the Southwest corner of Section 12, Township
32 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, bears South 77° 50'
33 59" West 4657.19 feet; thence along said North right of way line of said Pruner Road, South
34 87° 54' 42" East 310.00 Feet to a 5/8 inch iron rod; thence continuing along said North right of
35 Way line, South 82° 29' 45" East 50.96 feet to a 5/8 inch iron rod; thence continuing along

S-880066

1 said North right of way line, South 88° 01' 16" East 200.19 feet to a 5/8 inch iron rod; thence
2 leaving said North right of way line and continuing South 88° 01' 16" East 25.60 feet to a
3 point; thence North 04° 44' 25" West 92.51 feet to a point; thence North 48° 24' 07" East
4 44.19 feet to a point; thence North 41° 35' 53" West 10.00 feet to a point; thence South
5 48° 24' 07" West 49.19 feet to a point; thence South 04° 44' 25" East 86.27 feet to a point;
6 thence North 88° 01' 16" West 214.06 feet to a point; thence North 82° 29' 45" West
7 50.95 feet to a point; thence North 87° 54' 42" West 310.66 feet to a point located on the
8 said East right of way line of said Weaver Road; thence along said East right of way line South
9 00° 58' 58" West 10.00 feet to the point of beginning.

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

S-98066

BARGAIN AND SALE DEED

SILVER BUTTE TIMBER CO., an Oregon corporation, Grantor, conveys to C & D LUMBER CO., INC., an Oregon corporation, Grantee, that certain real property in Douglas County, Oregon, more particularly described as follows:

All that certain property more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein as if here set forth in full.

The true consideration for this conveyance is to correct properties erroneously left out of other conveyances.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. 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, which, in farm or forest zones, may not authorize construction or siting of a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

DATED: Dec. 29, 1992.

SILVER BUTTE TIMBER CO.

By: David D. Johnson
David D. Johnson, President

STATE OF OREGON)
County of Douglas) ss.

The foregoing instrument was acknowledged before me this 29th day of December, 1992, by DAVID D. JOHNSON, the President of SILVER BUTTE TIMBER CO., an Oregon corporation, on behalf of said corporation.



Gladys Allen
Notary Public for Oregon
My commission expires: 06/28/96

Until Further Notice, Send
All Tax Statements To:
C & D LUMBER CO., INC.
P.O. BOX 27
RIDDLE, OR 97469

After Recording, Return To:
Donald A. Dole
Attorney at Law HANDED
P.O. Box 1205
Roseburg, OR 97470

RECEIVED BY-OWRD

MAR 26 2015

SALEM, OR

P-88066

EXHIBIT "A"

The following described real property in Section 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon:

Beginning at the Southwest corner of parcel of land conveyed to W. B. Fuller and Florence Fuller, husband and wife, in Deed Volume 194, Recorder's No. 123326, said point being North 88° 03' West 598.8 feet, North 76° 15' West 828.65 feet and North 8° 17' East 531.5 feet from the Southeast corner of the William Judd Donation Land Claim No. 51, Section 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon; thence North 8° 17' East 181.4 feet to the Southerly line of parcel of land conveyed to the Herber Lumber Company in Volume 303, Recorder's No. 291576, Deed Records of Douglas County, Oregon; thence South 75° 04' East along the southerly line of said Herbert Lumber Company property 113.3 feet, said point being an internal "L" corner of said Herbert Lumber Company property; thence South 11° 29' 30" West along said Herbert Lumber Company property line 32.2 ft. to an external "L" corner of said Herbert Lumber Company property line; thence continuing South 11° 29' 30" W. 146.4 feet to the Southeast corner of said Fuller Property; thence North 75° 57' 30" West 103.2 ft. to the place of beginning.

ALSO a right of way and easement over and across a strip of land 30 ft. wide for a road which is more properly described as beginning at a 1" iron pipe in the north right of way line of the Judd Creek County Road and from which the SE corner of the Wm. W. Judd DLC No. 51 bears S. 75° 30' East 832.0 feet and South 88° East 590.7 feet; thence North 8° 17' East 531.3 feet to a 1" iron pipe and 181.4 feet to a 1" iron pipe; thence North 75° 04' West 30.0 feet to a 1" iron pipe; thence South 8° 17' West 712.7 feet to the North right of way line of said County Road; thence South 75° 30' East 30.00 feet along said right of way to the place of beginning.

STATE OF OREGON
COUNTY OF DOUGLAS, SS.
I, GAY FIELDS, COUNTY CLERK AND RECORDER
OF CONVEYANCES, DO HEREBY CERTIFY THAT
THIS INSTRUMENT WAS RECORDED

1932 DEC 31 PM 2:29

GAY FIELDS
DOUGLAS COUNTY CLERK
IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY

BY: *Carol Criss*
DEPUTY

HANDED

92-23172

FEB 30
35

RECEIVED BY OWRC

MAR 26 2015

SALEM, OR

WARRANTY DEED (INDIVIDUAL)

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK

2003-024395

Theodore L. Boots



\$26.00

TO

00040590200300243950020022

09/09/2003 10:15:38 AM

C & D Lumber

DEED-WD Cnt=1 Str=18 RECORDINGDESK
\$10.00 \$11.00 \$5.00

After Recording Return to:
Douglas County Title Company
629 S.E. Main Street
Roseburg, OR 97470

NAME, ADDRESS, ZIP

_____ Title

By _____ Deputy

Until a change is requested all tax statements shall be sent to the following address.
C & D Lumber
P.O. Box 27
Riddle, OR 97469

NAME, ADDRESS, ZIP

WARRANTY DEED (INDIVIDUAL)

Theodore L. Boots, hereinafter called grantor, convey(s) to C & D Lumber, hereinafter called grantee, all that real property situated in the County of DOUGLAS, State of Oregon, described as:

See Exhibit A attached hereto and made a part hereof.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except
SUBJECT TO EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY WRITTEN HEREIN

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$52,500.00
*The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.

If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration."

Dated this 9th day of SEPTEMBER, 2003,

Theodore L. Boots
Theodore L. Boots

STATE OF OREGON, County of Douglas) ss.

On 9-8-03, personally appeared the above named Theodore L. Boots and acknowledged the foregoing instrument to be HIS voluntary act and deed.

Before me:

RECEIVED BY OWRD



Ulla I. Bentley
Notary Public for Oregon
My commission expires:

MAR 26 2015

SALEM, OR

P-880066

DOUGLAS COUNTY TITLE COMPANY

Exhibit "A"

Beginning at a point North 88° West 590.7 feet and North 75° 30' West 832.0 feet and North 8° 17' East 531.3 feet and North 81° 43' West 30.0 feet from the southeast corner of the William W. Judd Donation Land Claim No. 51, in Section 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon; thence North 81° 43' West 100.0 feet; thence North 8° 17' East 138.5 feet; thence South 81° 43' East 100.0 feet; thence South 8° 17' West 138.5 feet to the place of beginning.

T30S, R6W, Sec. 13B, TL 600

SUBJECT TO:

1. Roads and highways and the rights of the public therein.
2. 2003-2004 taxes are a lien but not yet payable.
3. Right of way, including the terms and provisions thereof, granted by Frank Fuller and Blanche Fuller, to The California Oregon Power Company, dated October 5, 1950, and recorded October 9, 1950, in Volume 185, Recorder's No. 112739, Deed Records of Douglas County, Oregon.
4. Right of way, including the terms and provisions thereof, granted by R. E. Fuller and Marjorie Fuller, husband and wife, to The California Oregon Power Company, dated January 29, 1958, and recorded February 7, 1958, in Volume 273, Recorder's No. 244578, Deed Records of Douglas County, Oregon.
5. The public record does not disclose if the premises herein described have a means of ingress and egress to and from a legally dedicated road or highway.

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

END OF DOCUMENT

S-88066

Send Tax Statements To:
C & D Lumber Co.
PO Box 27
Riddle, OR 97469

After Recording, Return To:

BOOK 1641 PMS 697

99-22163

DOUGLAS COUNTY TITLE COMPANY

WARRANTY DEED

MITCHELL E. FULLER, and MITCHELL E. FULLER and MARJORIE L. FULLER, as tenants by the entirety, Grantors, convey and warrant to C & D LUMBER CO., an Oregon corporation, Grantee, that certain real property more particularly described in the attached Exhibit A, free of encumbrances except those specifically set forth therein, and except roads and highways and the rights of the public therein, easements, reservations, restrictions, covenants and rights-of-way all now of record.

The true consideration for this conveyance is \$100,000.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. 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, which, in farm or forest zones, may not authorize construction or siting of a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses, the existence of fire protection for structures, and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

DATED: August 30, 1999.

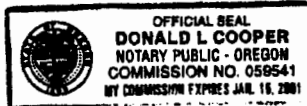
Mitchell E. Fuller
Mitchell E. Fuller

Marjorie L. Fuller
Marjorie L. Fuller

STATE OF OREGON)
County of Douglas)ss.

This instrument was acknowledged before me this 30th day of August, 1999, by MITCHELL E. FULLER.

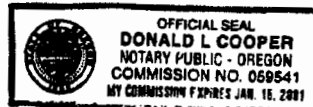
Donald L. Cooper
Notary Public for Oregon
My Commission Expires: 1/15/2001



STATE OF OREGON)
County of Douglas)ss.

This instrument was acknowledged before me this 30th day of August, 1999, by MARJORIE L. FULLER.

Donald L. Cooper
Notary Public for Oregon
My Commission Expires: 1/15/2001



DOUGLAS COUNTY TITLE CO.
629 S.E. MAIN ST.
ROSEBURG, OR 97470

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

S-00066

PARCEL 1:

Beginning at a point which bears North 75° 30' West 863.0 feet and North 88° 03' West 598.8 feet from the southeast corner of the William W. Judd Donation Land Claim No. 51, in Section 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon; thence North 8° 17' East 185 feet along the westerly edge of a 30 foot road easement to a point; thence North 81° 43' West 125 feet to a point; thence South 8° 17' West 171.5 feet to a point on the northerly edge of County Road No. 169, known as Boyer Road; thence South 75° 30' East 125.6 feet along the northerly edge of said County Road to the point of beginning.

T30S, R6W, Sec. 13B, TL 400

PARCEL 2:

Beginning at a point on the westerly side of a 30 foot road easement, said point which bears North 8° 17' East 185 feet, and North 75° 30' West 863 feet and North 88° 03' West 598.8 feet from the southeast corner of the William Judd Donation Land Claim No. 51 in Section 13, Township 30 South, Range 6 West, Willamette Meridian; thence running North 8° 17' East 343 feet along said road easement; thence leaving said road easement and running North 81° 43' West 100 feet; thence North 8° 17' East 347.5 feet to a point in the center of Judd Creek; thence North 32° 09' West 38.5 feet upstream; thence leaving said Creek and running South 8° 17' West 719.8 feet; thence South 81° 43' East 125 feet to the point of beginning.

T30S, R6W, Sec. 13B, TL 500

PARCEL 3:

A strip of land 30 feet wide for a road which is more properly described as beginning at a 1 inch iron pipe in the northerly right of way line of the Judd Creek County Road and from which the southeast corner of the William W. Judd Donation Land Claim No. 51 bears South 75° 30' East 832.0 feet and South 88° East 590.7 feet; thence North 8° 17' East 531.3 feet to a 1 inch iron pipe and 181.4 feet to a 1 inch iron pipe; thence North 75° 04' West 30.0 feet to a 1 inch iron pipe; thence South 8° 17' West 712.7 feet to the northerly right of way line of said County Road; thence South 75° 30' East 30.00 feet along said right of way to the place of beginning, all lying in Section 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

T30S, R6W, Sec. 13B, TL 300

STATE OF OREGON |
COUNTY OF DOUGLAS | SS
I, DOYLE SHAVER JR., COUNTY CLERK AND
RECORDER OF CONVEYANCES, DO HEREBY CERTIFY
THAT THIS INSTRUMENT WAS RECORDED

99 AUG 31 AM 18:13

DOYLE SHAVER JR.
DOUGLAS COUNTY CLERK

IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY

BY *Glen Johnson*
DEPUTY

DC
FEE
35⁰⁰

99-22163

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

DOUGLAS COUNTY TITLE COMPANY

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by C & D LUMBER CO.

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of DOUGLAS and State of Oregon, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AS IF FULLY WRITTEN HEREIN

TO HAVE and to HOLD the same unto the said grantee and grantee's heirs, successors and assigns forever.
 And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances subject to Exhibit "A" attached

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 30,000.00
 However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 6th day of October, 2000; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.030.

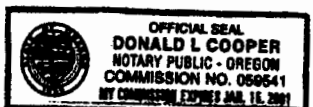
Letitia B. Green
 LETTIA B. GREEN
Fred Green

STATE OF OREGON
 County of Douglas) ss.

BE IT REMEMBERED, That on this 6th day of October, 2000, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named LETTIA B. GREEN and Fred Green

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Donald L. Cooper
 Notary Public for Oregon
 My Commission Expires _____

LETTIA B. GREEN
P. O. BOX P
RIDDLE, OR 97469
Grantor's Name and Address
C & D LUMBER CO.
P. O. BOX 27
RIDDLE, OR 97469
Grantee's Name and Address
After recording return to:
C & D LUMBER CO.
P. O. BOX 27
RIDDLE, OR 97469
Name, Address, Zip
Until a change is requested all tax statements shall be sent to the following address.
C & D LUMBER CO.
P. O. BOX 27
RIDDLE, OR 97469
Name, Address, Zip

STATE OF OREGON,
 County of _____
 I certify that the within instrument received for record on the _____ day of _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/flat/instrument/microfilm/reception No. _____ Records of Deeds of said County
 Witness my hand and seal of affixed.

Space Reserved For Recorder's Use

 Name Title
 By _____ Deputy

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

2-98066

Beginning at a point North 88° West 590.7 feet and North 75° 30' West 832.0 feet and North 8° 17' East 669.8 feet and North 81° 43' West 30.0 feet from the southeast corner of the William W. Judd Donation Land Claim No. 51 in Section 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon; thence North 81° 43' West 100.0 feet; thence North 8° 17' East 209.0 feet to the center of Judd Creek; thence South 32° 09' East 10.0 feet along center of Judd Creek; thence North 81° 48' East 98.7 feet along the center of Judd Creek; thence South 8° 17' West 231.2 feet to the place of beginning.

T30S, R6W, Sec. 13B, TL 700

TOGETHER WITH easement as set out in Warranty Deed, Recorder's No. 118265, Deed Records of Douglas County, Oregon.

SUBJECT TO:

1. Roads and highways and the rights of the public therein.
2. 2000-2001 taxes are a lien, but not yet payable.
3. Any adverse claim based upon the assertion that some portion of said land has been brought within the boundaries thereof by an avulsive movement of Judd Creek, or has been formed by accretion to any such portion.
4. Right of way, including the terms and provisions thereof, granted by Frank Fuller, et ux, to The California Oregon Power Company, recorded October 9, 1950, in Volume 185, Recorder's No. 112739, Deed Records of Douglas County, Oregon.
5. Right of way, including the terms and provisions thereof, granted by R.F. Howes and Lois Howes, husband and wife, to The California Oregon Power Company, recorded February 7, 1958, in Volume 273, Recorder's No. 244572, Deed Records of Douglas County, Oregon.

RECEIVED BY OWRO

MAR 26 2015

SALEM, OR

STATE OF OREGON |
COUNTY OF DOUGLAS |
I, DOYLE SHAYER JR., COUNTY CLERK AND
RECORDER OF CONVEYANCES, DO HEREBY CERTIFY
THAT THIS INSTRUMENT WAS RECORDED

00 OCT -9 AM 10:10

DOYLE SHAYER JR.
DOUGLAS COUNTY CLERK

IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY

BY *[Signature]*

DOY 25
2009

2000-20561

S-88066

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK

2005-012327

\$31.00



05/18/2005 03:15:21 PM

DEED-WD Cnt=1 Str=1 RECEIPTCOUNTER
\$15.00 \$11.00 \$5.00

After Recording Return to:
Barry Rubenstein
P.O. Box 10567
Eugene, OR 97440
Until a change is requested all tax statements
shall be sent to the following address:
No change

WARRANTY DEED - STATUTORY FORM

Milton Herbert, Grantor, conveys and warrants to Milton Herbert, Trustee under Trust Agreement dated December 16, 2004, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

Legal description on attached Exhibit A.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is none.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the amount, nature and terms of any right of indemnification available to Grantor under any title insurance policy, and Grantor shall have no liability or obligation except to the extent that reimbursement for such liability or obligation is available to Grantor under any such title insurance policy. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

Dated this 16 day of December, 2004.

Milton Herbert
Milton Herbert

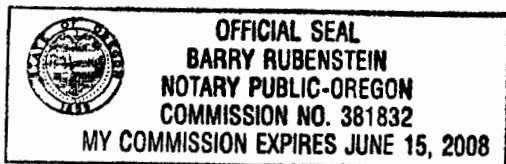
RECEIVED BY OWRI

STATE OF OREGON)
) ss.
County of Douglas)

MAR 26 2015

SALEM, OR

This instrument was acknowledged before me on 12-16, 2004, by Milton Herbert.



Barry Rubenstein
Notary Public for Oregon

S-88066

Exhibit "A"

PARCEL 1

Lots 4, 5 and 8 of Section 8, Township 29 South, Range 4 West, Willamette Meridian, Douglas County, Oregon.

PARCEL 2

A parcel of land lying in Section 12, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, and being described as follows:

Beginning at the northeast corner of the Herbert Lumber Co. property as described in Recorder's No. 291576, Deed Records of Douglas County, Oregon, from which the south quarter corner bears North 88° 30' 10" West 789.52 feet and South 0° 49' 20" West 1296.11 feet; thence North 88° 30' 10" West, along the north line of the said Herbert Lumber Co. property, 190.00 feet to the true point of beginning; thence South 1° 29' 50" West to the northerly right of way line of County Road No. 263; thence Westerly, along said northerly right of way line to a point which is South 1° 29' 50" West of a point which is North 88° 30' 10" West 200.00 feet from the true point of beginning; thence North 1° 29' 50" East to a point which is North 1° 29' 50" East 100.00 feet from the north line of the Herbert Lumber Co. tract described in Recorder's No. 291576, Deed Records of Douglas County, Oregon; thence South 88° 30' 10" East and parallel to said north line of the Herbert Lumber Co. tract described in Recorder's No. 291576, Deed Records of Douglas County, Oregon, as aforesaid 200.00 feet; thence South 1° 29' 50" West 100.00 feet to the true point of beginning, all in Douglas County, Oregon.

PARCEL 3

The East half of the Southwest quarter of Section 22, Township 29 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

ALSO that portion of the Southeast quarter of the Northwest quarter of Section 22, Township 29 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, lying Southerly of the property described in Recorder's No. 80-16190, Records of Douglas County, Oregon.

PARCEL 4

Beginning at a 3/4 inch rod in the westerly right of way line of the Southern Pacific Railroad at the northeast corner of that parcel of land conveyed to Judd Creek Lumber Company and described in Volume 140, Page 639, Deed Records of Douglas County, Oregon, from which the southeast corner of the Wm. W. Judd Donation Land Claim No. 51, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, bears South 4° 28' 30" West 668.2 feet and South 88° 03' East 598.8 feet; thence North 74° 58' West 674.4 feet along the north boundary of said Judd Creek Lumber Company parcel to a 1 inch iron bar at the northwest corner thereof; thence North 11° 29' 30" East 32.2 feet to a 1 inch iron pipe; thence North 75° 04' West 113.3 feet and continuing North 75° 04' West 30.0 feet to a 1 inch iron pipe, said iron pipe being in the east boundary of that parcel of land conveyed to R. F. and Lois Howes as described in Volume 189, Page 620, Deed Records of Douglas County, Oregon; thence North 8° 17' East 151.9 feet along said east boundary to a 1 inch iron pipe on the bank of Judd Creek, and continuing North 8° 17' East 33.0 feet to the center of said Judd Creek; thence upstream along the centerline of said Creek and along the northerly boundary of said Howes parcel South 81° 48' West 98.7 feet and North 32° 09' West 10.0 feet to the northwest corner thereof, and continuing along the centerline of said Creek North 32° 09' West 80.5 feet, North 79° 14' West 90.4 feet, North 44° 13' West 147.4 feet, South 82° 24' West 97.7 feet, and North 69° 23' West 124.4 feet to the east boundary of that parcel of land conveyed to George and Mary Gibson as described in Volume 123, Page 264, Deed Records of Douglas County, Oregon; thence North 6° 15' East 34.6 feet along said east boundary to a 1 inch pipe at the northeast corner thereof; thence North 70° 15' West 790.7 feet along the north boundary of said parcel; thence North 26° 00' West 955.0 feet along an easterly boundary of a parcel of land conveyed to Paul and Lois Barber and

continued

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

S-88066

John and Hazel Hewitt as described in Volume 190, Page 292, Deed Records of Douglas County, Oregon, to an angle thereof; thence East 3274.9 feet along the north line of the South half of the South half of Section 12, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon; thence South 1° 45' East 409.2 feet to the northerly right of way line of the Southern Pacific Railroad; thence following said right of way line South 45° 30' West 526.0 feet, South 37° 45' West 396.0 feet, South 23° 00' West 330.0 feet, South 15° 15' West 99.0 feet, South 11° 45' West 132.0 feet and South 4° 28' 30" West (equals South 5° 00' West per Volume 142, Page 153, Deed Records of Douglas County, Oregon) 170.0 feet to the place of beginning, in Sections 12, and 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

EXCEPTING THEREFROM property conveyed in Recorder's Nos. 65-12034, 71-17533 and 79-8789, Records of Douglas County, Oregon.

PARCEL 5

That portion of the following described property lying Southerly of Judd Creek and Easterly of the County Road:

Beginning at a 3/4 inch rod in the westerly right of way line of the Southern Pacific Railroad at the northeast corner of that parcel of land conveyed to Judd Creek Lumber Company and described in Volume 140, Page 639, Deed Records of Douglas County, Oregon, from which the southeast corner of the Wm. W. Judd Donation Land Claim No. 51, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, bears South 4° 28' 30" West 668.2 feet and South 88° 03' East 598.8 feet; thence North 74° 58' West 674.4 feet along the north boundary of said Judd Creek Lumber Company parcel to a 1 inch iron bar at the northwest corner thereof; thence North 11° 29' 30" East 32.2 feet to a 1 inch iron pipe; thence North 75° 04' West 113.3 feet and continuing North 75° 04' West 30.0 feet to a 1 inch iron pipe, said iron pipe being in the east boundary of that parcel of land conveyed to R. F. and Lois Howes as described in Volume 189, Page 620, Deed Records of Douglas County, Oregon; thence North 8° 17' East 151.9 feet along said east boundary to a 1 inch iron pipe on the bank of Judd Creek, and continuing North 8° 17' East 33.0 feet to the center of said Judd Creek; thence upstream along the centerline of said Creek and along the northerly boundary of said Howes parcel South 81° 48' West 98.7 feet and North 32° 09' West 10.0 feet to the northwest corner thereof, and continuing along the centerline of said Creek North 32° 09' West 80.5 feet, North 79° 14' West 90.4 feet, North 44° 13' West 147.4 feet, South 82° 24' West 97.7 feet, and North 69° 23' West 124.4 feet to the east boundary of that parcel of land conveyed to George and Mary Gibson as described in Volume 123, Page 264, Deed Records of Douglas County, Oregon; thence North 6° 15' East 34.6 feet along said east boundary to a 1 inch pipe at the northeast corner thereof; thence North 70° 15' West 790.7 feet along the north boundary of said parcel; thence North 26° 00' West 955.0 feet along an easterly boundary of a parcel of land conveyed to Paul and Lois Barber and John and Hazel Hewitt as described in Volume 190, Page 292, Deed Records of Douglas County, Oregon, to an angle thereof; thence East 3274.9 feet along the north line of the South half of the South half of Section 12, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon; thence South 1° 45' East 409.2 feet to the northerly right of way line of the Southern Pacific Railroad; thence following said right of way line South 45° 30' West 526.0 feet, South 37° 45' West 396.0 feet, South 23° 00' West 330.0 feet, South 15° 15' West 99.0 feet, South 11° 45' West 132.0 feet and South 4° 28' 30" West (equals South 5° 00' West per Volume 142, Page 153, Deed Records of Douglas County, Oregon) 170.0 feet to the place of beginning, in Sections 12, and 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

END OF DOCUMENT

S-88066

92-19580

BOOK 1205 PAGE 476

COVER SHEET FOR RECORDING NONSTANDARD FORM

Names of Transaction:	BARGAIN AND SALE DEED
Name of Parties:	Grantor(s) Everett P. Johnson Grantee(s) C & D Lumber Co., Inc.
True/Actual Consideration:	Correct Properties Erroneously left out of other conveyances
AFTER RECORDING, RETURN TO:	Donald A. Dole, Attorney at Law P.O. Box 1205 Roseburg, OR 97470
UNTIL A CHANGE IS REQUESTED, SEND TAX STATE- MENTS TO:	C & D Lumber Co., Inc. P.O. Box 27 Riddle, OR 97469

COVER SHEET

DOLE, CHAMPELL, CLARK & WHITE, P.C., LAWYERS
P.O. BOX 1205 - 510 S.E. DOUGLAS AVE.
ROSEBURG, OR 97470-0303
PHONE: (503) 673-5541

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

8-88066

BARGAIN AND SALE DEED

BOOK 1205 PAGE 477

EVERETT P. JOHNSON, Grantor, conveys to C & D LUMBER CO., INC., an Oregon corporation, Grantee, that certain real property in Douglas County, Oregon, more particularly described as follows:

Beginning at a point on the westerly right of way line of the O & C Railroad; which point bears North 88 degrees West, 590.7 feet from the Southeast corner of the William Judd D.L.C. No. 31, Township 30 South, Range 6 West of the Willamette Meridian; thence North 75 degrees 30 minutes West 832.0 feet; thence North 08 degrees 17 minutes East, 568.5 feet; thence South 75 degrees 56 minutes East 103.2 feet; thence North 11 degrees 31 minutes East 146.3 feet; thence South 74 degrees 02 minutes East 673.3 feet to the said right of way line; thence South 04 degrees 05 minutes West 668.2 feet along said right of way line to the place of beginning containing 12.01 acres all situated in the Wm. Judd D.L.C. No. 31 Township 30 South Range 6 West of the Willamette Meridian, Douglas County, Oregon.

The true consideration for this conveyance is to correct properties erroneously left out of other conveyances.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. 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, which, in farm or forest zones, may not authorize construction or siting of a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

DATED: 6/21 1991
Everett P. Johnson
Everett P. Johnson

STATE OF OREGON)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this day of June, 1991, by Everett P. JOHNSON.



Donald A. Dule
Notary Public for Oregon
My commission expires: 7-31-92

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

P-880066

STATE OF OREGON)
COUNTY OF DOUGLAS) SS.
I, GAY FIELDS, COUNTY CLERK AND RECORDER
OF CONVEYANCES, DO HEREBY CERTIFY THAT
THIS INSTRUMENT WAS RECORDED
1992 OCT 29 PM 2:03

DAY
DOUGLAS COUNTY CLERK
IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY

BY Gloria Burnett
DEPUTY

35.00
FEE 5.00

92-19580 40.00 PL

HANDED KATHY
DOLE, ATTY.



RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

Douglas County Official Records
Patricia K. Hitt, County Clerk

2013-001880



\$51.00

00337555201300018900050051

01/17/2013 10:40:34 AM

DEED-CORR Cnt=1 Stn=13 CAROL
\$25.00 \$11.00 \$15.00

CORRECTION COVER SHEET

Rerecorded at the request of Jane M. Yates to correct the consideration recited. Previously recorded as instrument no. 2012-020436.

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

Correction Cover Sheet

S-488066

After Recording Return to:
Barry Rubenstein
101 East Broadway, Suite 200
Eugene, OR 97401

Until a change is requested all tax statements shall be sent to the following address:
Lynn Herbert Sawmills, LLC
P.O. Box 7
Riddle, OR 97469

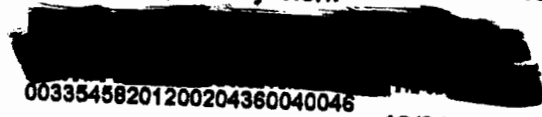
Grantor Name and Address:
Milton Herbert, Trustee under
Trust Agreement dated December 16, 2004
150 Stengar Lane
Roseburg, OR 97471-8505

Grantee Name and Address:
Lynn Herbert Sawmills, LLC
P.O. Box 7
Riddle, OR 97469

Consideration: \$930,000

Douglas County Official Records
Patricia K. Hitt, County Clerk

2012-020436



\$56.00

DEED-WD Cnt=1 Stn=1 RECEIPTCOUNTER
\$20.00 \$11.00 \$15.00 \$10.00
12/31/2012 1:55:46 PM

RECEIVED BY OWRD

MAR 26 2015

SALEM, OR

WARRANTY DEED - STATUTORY FORM

Milton Herbert, Trustee under Trust Agreement dated December 16, 2004, Grantor, conveys and warrants to Lynn Herbert Sawmills, LLC, Grantee, all of his interest in the following described real property, free of encumbrances except as specifically set forth herein:

Legal description on attached Exhibit A.

Subject to: Easements, conditions, and restrictions, of record.

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

S-880066

The liability and obligations of Grantors to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the amount, nature and terms of any right of indemnification available to Grantors under any title insurance policy, and or obligation is available to Grantors under any such title insurance policy. The limitations contained Grantors shall have no liability or obligation except to the extent that reimbursement for such liability herein expressly do not relieve Grantors of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

Dated this 20 day of December, 2012.

Milton Herbert

Milton Herbert, Trustee under Trust Agreement dated December 16, 2004

RECEIVED BY OWRD

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

MAR 26 2015

SALEM, OR

This instrument was acknowledged before me on December 20, 2012, by Milton Herbert, Trustee under Trust Agreement dated December 16, 2004.



Sarah C. Subias
Notary Public for Oregon

MAR 26 2015

EXHIBIT A

SALEM, OR

Parcel 1:

Beginning at a 3/4 inch rod in the Westerly right of way line of the Southern Pacific Railroad at the Northeast corner of that parcel of land conveyed to Judd Creek Lumber Company and described in Volume 140, page 639, Deed Records of Douglas County, Oregon, from which the Southeast corner of the Wm. W. Judd Donation Land Claim No. 51, Township 30 South, Range 6 West, Willamette Meridian, bears South 4° 28' 30" West 668.2 feet and South 88° 03' East 598.8 feet; thence North 74° 58' West 674.4 feet along the north boundary of said Judd Creek Lumber Company parcel to a 1 inch iron bar at the Northwest corner thereof; thence North 11° 29' 30" East 32.2 feet to a 1 inch iron pipe; thence North 75° 04' West 113.3 feet and continuing North 75° 04' West 30.0 feet to a 1 inch iron pipe, said iron pipe being in the East boundary of that parcel of land conveyed to R.F. and Lois Howes as described in Volume 189, Page 620, of said records; thence North 8° 17' East 151.9 feet along said east boundary to a 1 inch iron pipe on the bank of Judd Creek, and continuing North 8° 17' East 33.0 feet to the center of said Judd Creek; thence upstream along the center line of said Creek and along the Northerly boundary of said Howes parcel South 81° 48' West 98.7 feet and North 32° 09' West 10.0 feet to the Northwest corner thereof, and continuing along the center line of said Creek North 32° 09' West 80.5 feet, North 79° 14' West 90.4 feet, North 44° 13' West 147.4 feet, South 82° 24' West 97.7 feet, and North 69° 23' West 124.4 feet to the east boundary of that parcel of land conveyed to George and Mary Gibson as described in Volume 123, page 264, of said records; thence North 6° 15' East 34.6 feet along said east boundary to a 1 inch pipe at the Northeast corner thereof; thence North 70° 15' West 790.7 feet along the North boundary of said parcel; thence North 26° 00' West 955.0 feet along an easterly boundary of a parcel of land conveyed to Paul and Lois Barber and John and Hazel Hewitt as described in Volume 190, page 292, of said records, to an angle thereof; thence East 3274.9 feet along the north line of the South half of the South half of Section 12, Township 30 South, Range 6 West; thence South 1° 45' East 409.2 feet to the northerly right of way line of the Southern Pacific Railroad; thence following said right of way line South 45° 30' West 526.0 feet, South 37° 45' West 396.0 feet, South 23° 00' West 330.0 feet, South 15° 15' West 99.0 feet, South 11° 45' West 132.0 feet and South 4° 28' 30" West (equals South 5° 00' West per Volume 142, page 153, Deed Records) 170.0 feet to the place of beginning, in Sections 12 and 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

ALSO EXCEPTING THEREFROM:

Beginning at a 3/4 inch rod in the Westerly right of way line of the Southern Pacific Railroad at the Northeast corner of that parcel of land conveyed to Judd Creek Lumber Company and described in Volume 140, page 639, Deed Records of Douglas County, Oregon, from which the Southeast corner of the Wm. W. Judd Donation Land Claim No. 51, Township 30 South, Range 6 West, Willamette Meridian, bears South 4° 28' 30" West 668.2 feet and South 88° 03' East 598.8 feet; thence North 74° 58' West 674.4 feet along the north boundary of said Judd Creek Lumber Company parcel to a 1 inch iron bar at the Northwest corner thereof; thence North 11° 29' 30" East 32.2 feet to a 1 inch iron pipe; thence North 75° 04' West 113.3 feet and continuing North 75° 04' West 30.0 feet to a 1 inch iron pipe, said iron pipe being in the East boundary of that parcel of land conveyed to R.F. and Lois Howes as described in Volume 189, Page 620, of

said records; thence North 8° 17' East 151.9 feet along said east boundary to a 1 inch iron pipe on the bank of Judd Creek; thence southeasterly along Judd Creek to West right of way line Southern Pacific Railroad; thence southwesterly along said West right of way line Southern Pacific Railroad to point of beginning.

ALSO EXCEPTING THEREFROM:

A parcel of land lying in Section 12, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, and being described as follows:

Beginning at the northeast corner of the Herbert Lumber Co., property as described in Instrument No. 291576, Deed Records of Douglas County, Oregon; from which the south quarter corner of said Section 12 bears North 88° 30' 10" West 789.52 feet and South 0° 49' 20" West 1296.11 feet; thence North 88° 30' 10" West, along the north line of the above said Herbert Lumber Co., property, 190.00 feet; thence South 0° 35' 50" East, parallel with the east line of said property, 110 feet, more or less, to the northerly right of way line of County Road No. 263; thence Easterly along said Northerly right of way line 190 feet, more or less, to a point on the above said east line of the Herbert Lumber Co., property; thence North 0° 35' 50" West, along said east line, 100 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM:

County Road No. 263.

Parcel 2:

A parcel of land lying in Section 12, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, and being described as follows:

Beginning at the northeast corner of the Herbert Lumber Co. property as described in Recorder's No. 291576, Deed Records of Douglas County, Oregon, from which the south quarter corner bears North 88° 30' 10" West 789.52 feet and South 0° 49' 20" West 1296.11 feet; thence North 88° 30' 10" West, along the north line of the said Herbert Lumber Co. property, 190.00 feet to the true point of beginning; thence South 1° 29' 50" West to the northerly right of way line of County Road No. 263; thence Westerly, along said northerly right of way line to a point which is South 1° 29' 50" West of a point which is North 88° 30' 10" West 200.00 feet from the true point of beginning; thence North 1° 29' 50" East to a point which is North 1° 29' 50" East 100.00 feet from the north line of the Herbert Lumber Co. tract described in Recorder's No. 291576, Deed Records of Douglas County, Oregon; thence South 88° 30' 10" East and parallel to said north line of the Herbert Lumber Co. tract described in Recorder's No. 291576, Deed Records of Douglas County, Oregon, as aforesaid 200.00 feet; thence South 1° 29' 50" West 100.00 feet to the true point of beginning, all in Douglas County, Oregon.

RECEIVED BY OWRD

MAR 26 2015

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

Applicant(s): C & D Lumber

Mailing Address: PO Box 27

City: Riddle

State: OR

Zip Code: 97469

Daytime Phone: 541-874-2281

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:
<u>30S.</u>	<u>6W.</u>	<u>12</u>	_____	<u>400, 500,</u> <u>600, 700,</u> <u>900, 800</u>	_____	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	_____
<u>30S.</u>	<u>6W.</u>	<u>13</u>	_____	<u>100, 200,</u> <u>300, 400,</u> <u>500, 600,</u> <u>700, 800.</u>	_____ <i>sec 13B</i>	<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	_____
<u>30S.</u>	<u>6W.</u>	<u>12</u>	_____	<u>1201</u>	_____	<input checked="" type="checkbox"/> Diverted <input checked="" 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:

Douglas County

RECEIVED BY OWRD
MAR 26 2015

SALEM, OR

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) Galesville Reservoir

Estimated quantity of water needed: 34 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 _____

Briefly describe:

Water is needed for general saw mill use including but not limited to log pond storage/maintenance and log deck sprinkling.

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): Section 3.5.050

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.

RECEIVED BY OWRD

<p style="font-size: 1.2em; margin: 0;"><u>WS 15-0184 (3-23-15)</u></p> <p style="margin: 0;"><u>R30282, R30290, etc</u></p>	<p style="font-size: 1.2em; margin: 0;">MAR 26 2015</p>
--	---

SALEM, OR

Name: JAMIE CHARTIER Title: DP

Signature: *[Handwritten Signature]* Phone: 541-440-4289 Date: 3-23-15

Government Entity: DOUGLAS COUNTY PLANNING

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: _____

S-890066