

Application for a Permit to Use Ground Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME Carl A Laurella			PHONE (HM) 503 707-4667		
PHONE (WK)		CELL 503-707-4667		FAX	
ADDRESS 4000 E Antelope Rd					
CITY Eagle Point		STATE OR	ZIP 97524	E-MAIL* carla.laurella@gmail.com	

Organization Information

NAME Sleepy Shepherd Farms LLC			PHONE 503 707-4667		
ADDRESS 4000 E Antelope Rd		FAX			
CITY Eagle Point		STATE OR	ZIP 97524	E-MAIL* carla.laurella@gmail.com	

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

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

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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.)

By my signature below I confirm that I understand:

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

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


Applicant Signature

Carl Laurella
Print Name and title if applicable

4/1/2016
Date

Applicant Signature

Print Name and title if applicable

Date

For Department Use		
App. No. <u>6-1877</u>	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.

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

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

SECTION 3: WELL DEVELOPMENT

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
#1	Antelope creek	2,457 Ft	- 140
#1	DRY creek	2,900 Ft	- 240

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

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SECTION 3: WELL DEVELOPMENT, CONTINUED

25 gpm per min

Total maximum rate requested: 25 (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

The table below must be completed for each source to be evaluated or the application will be returned. If this is an existing well, the information may be found on the applicable well log. (If a well log is available, please submit it in addition to completing the table.) If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner to obtain the necessary information.

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL-SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
#1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	JACK 60715	<input type="checkbox"/>	6 in	71-76	241-401	0-20	10-5-10 277 10-6-20	15 ed rock	401	20 GPM	32.2
	<input type="checkbox"/>	<input type="checkbox"/>	JACK 338	<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

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

Revised 2/1/2012

Ground Water/5

WR

20 GPM

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SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Nursery	Year Round	32.2

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

For irrigation use only:
 Please indicate the number of primary and supplemental acres to be irrigated (*must match map*).
 Primary: _____ 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: 2000

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- 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: _____

SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

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

- Pump (give horsepower and type): _____ 20 GMP
 Other means (describe): _____

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

B. Application Method

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

C. Conservation

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

SECTION 6: STORAGE OF GROUND WATER IN A RESERVOIR

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

Reservoir name: Na Acreage inundated by reservoir: 1/4

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Use(s): Wa

Volume of Reservoir (acre-feet): 100 Dam height (feet, if excavated, write "zero"): 100

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

SECTION 7: USE OF STORED GROUND WATER FROM THE RESERVOIR

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

Annual volume (acre-feet): _____

USE OF STORED GROUND WATER	PERIOD OF USE
<u>W A</u>	

SECTION 8: PROJECT SCHEDULE

Date construction will begin: ASAP

Date construction will be completed: ASAP

Date beneficial water use will begin: ASAP

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SECTION 9: WITHIN A DISTRICT

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

Irrigation District Name <u>W A</u>	Address	
City	State	Zip

SECTION 10: REMARKS

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

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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

NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and **all** of the following apply:
 - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b) The application involves a change in place of use only;
 - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; **and**
 - d) The application involves irrigation water uses only.

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NOTE TO LOCAL GOVERNMENTS

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The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

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G-18317

Date _____

(For staff use only)



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

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

- SECTION 1: _____
- SECTION 2: _____
- SECTION 3: _____
- SECTION 4: _____
- SECTION 5: _____
- SECTION 6: _____
- SECTION 7: _____
- SECTION 8: _____
- SECTION 9: _____

Land Use Information Form _____

Provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.

Fees _____

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MAP

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

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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: Cur

Lawrence

First

Last

Mailing Address: 4000 E Antelope Rd

Engle Point
City

OR
State

97524
Zip

Daytime Phone: 503 707-4007

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>34</u>	<u>1 E</u>	<u>31</u>	<u>se sw</u>	<u>1101</u>	<u>OSR</u>	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<u>Farm</u>
						<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:

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JACKSON

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: 32 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 NA/Sury

Briefly describe:

water for cannabis Rec License

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt at the bottom of the next page and include it with the application filed with the Water Resources Department. See bottom of Page 3. →

For Local Government Use Only

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

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): _____
- 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:	
Type 1 land use approval for farm use	LDO 3.13, use table 4.3-1	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input checked="" 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.

For the purposes of the Oregon Water Resources LUCS, nursery use is as defined in OAR 690-300-010, not as stated in the Jackson County Land Development Ordinance.


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Name: Chris Dosch Title: Planner II SALEM, OR SALEM, OR

Signature:  Phone: (541) 774-6924 Date: 04/20/2016

Government Entity: Jackson 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: _____

G-16317



After recording return to:
Laurella Family Living Trust
8707 Parleys Lane
Park City, UT 84098

Until a change is requested all tax
statements shall be sent to the
following address:
Laurella Family Living Trust
8707 Parleys Lane
Park City, UT 84098

File No.: 7161-2384032 (pkw)
Date: February 02, 2015

THIS SPACE RESERVED FOR RECORDER'S USE

Recorded Electronically	
ID	_____
County	_____
Date	_____ Time _____
Simplifile.com 800.460.5657	

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SALEM, OR

10-

STATUTORY WARRANTY DEED

Thomas T. Smith and Margaret D. Hackney-Smith, Trustees, or their successors in trust, under the Smith Living Trust dated February 6, 2009, and any amendments thereto, Grantor, conveys and warrants to Carl L. Laurella and Vanessa Brown Laurella, Trustees, or Their Successors in Trust, Under Carl and Vanessa Laurella Family Living Trust, Dated February 16, 2005, as Amended and Restated on June 18, 2013, and and Subsequent Amendments thereto, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Jackson, State of Oregon, described as follows:

TRACT I:

Parcel 2, as shown on the Partition Plat filed in the office of the Jackson County Oregon Surveyor as No. 12142, and recorded August 14, 1990 as Partition Plat No. P-73-1990 of "Record of Partition Plats" in Jackson County, Oregon.

TRACT II:

An easement for ingress and egress including the terms and provisions thereof, as set forth in Document(s) recorded August 14, 1990, as Document Number(s) 90-20417, Deed Records of Jackson County.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$370,000.00**. (Here comply with requirements of ORS 93.030)

G-18317

APN: 1-078726-1

Statutory Warranty Deed
- continued

File No.: 7161-2384032 (pkw)

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.

Dated this 12 day of March, 2015.

The Smith Living Trust

Thomas T. Smith
Thomas T. Smith, Trustee

Margaret D. Hackney-Smith
Margaret D. Hackney-Smith, Trustee

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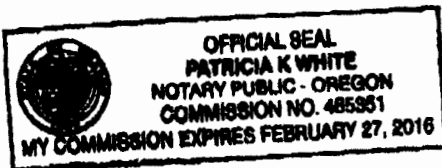
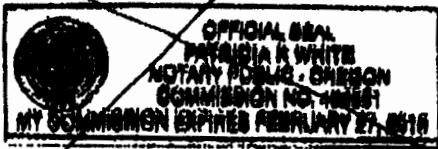
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STATE OF Oregon)
County of Jackson) ss.

This instrument was acknowledged before me on this 12 day of March, 2015 by Thomas T. Smith and Margaret D. Hackney-Smith as Trustees of The Smith Living Trust, on behalf of the .

Patricia K White
Notary Public for Oregon
My commission expires: 2/27/16



G-1827

2

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

Application Completeness Checklist

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

- For a GW Application: Well Development Tables completed
Please specify the rate you are requesting. Can be in gallon per minute (gpm) or cubic feet per second (cfs). (1 cfs = 448.8 gpm)
- Water Management Section (*Estimates if the water system has not been designed*)
- A **Legal Description** of all the properties involved where water is diverted, crossed, and used. The Legal description includes a metes and bounds or other government survey description. **Submit a copy of the deed, land sales contract or title insurance policy** that can provide this information, or applicant may submit a lot book report prepared by a title company. Copies of tax bills are not acceptable.

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First American

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-2384032

Owner's Policy

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gamore
President

Jeffrey S. Robinson
Secretary

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(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

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COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public

Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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SALEM, OR

G-48317

CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(e) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as Insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as Insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

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SALEM, OR

G-10317

CONDITIONS (Continued)

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as Insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.
- 6. DUTY OF INSURED CLAIMANT TO COOPERATE**
- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defenses of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.
- 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**
- In case of a claim under this policy, the Company shall have the following additional options:
- (a) **To Pay or Tender Payment of the Amount of Insurance.**
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) **To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**
(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- 8. DETERMINATION AND EXTENT OF LIABILITY**
- This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.
- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

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GL-18317

CONDITIONS (Continued)**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as Insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as Insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title

Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attention: Underwriting, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.

JUN 13 2016

SALEM, OR

G-18717



First American

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

2384032

Schedule A

Name and Address of Title Insurance Company:

First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707.

File No.: 7161-2384032

Address Reference: 4000 E. Antelope Road, Eagle Point, OR 97524

Amount of Insurance: \$370,000.00

Premium: \$1,090.00

Date of Policy: March 17, 2015 at 1:16 p.m.

1. Name of Insured:

Carl L. Laurella and Vanessa Brown Laurella, Trustees, or Their Successors in Trust, Under Carl and Vanessa Laurella Family Living Trust, Dated February 16, 2005, as Amended and Restated on June 18, 2013, and Subsequent Amendments thereto

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2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

JUN 13 2016

3. Title is vested in:

Carl L. Laurella and Vanessa Brown Laurella, Trustees, or Their Successors in Trust, Under Carl and Vanessa Laurella Family Living Trust, Dated February 16, 2005, as Amended and Restated on June 18, 2013, and Subsequent Amendments thereto

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4. The Land referred to in this policy is described as follows:


TRACT I:

Parcel 2, as shown on the Partition Plat filed in the office of the Jackson County Oregon Surveyor as No. 12142, and recorded August 14, 1990 as Partition Plat No. P-73-1990 of "Record of Partition Plats" in Jackson County, Oregon.

TRACT II:

An easement for ingress and egress including the terms and provisions thereof, as set forth in Document(s) recorded August 14, 1990, as Document Number(s) 90-20417, Deed Records of Jackson County.

G-18307

	First American	Owner's Policy of Title Insurance
Schedule B		ISSUED BY First American Title Insurance Company POLICY NUMBER 2384032

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EXCEPTIONS FROM COVERAGE

JUN 13 2016

File No.: 7161-2384032

SALEM, OR

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

This exception (#5) is hereby waived without additional cost in accordance with the provisions of the Oregon Title Insurance Rating Manual provision 5.001 A 5 PROVIDED a Lender has been issued a simultaneous title insurance policy on the subject property and to the extent this exception has been eliminated or modified on said Lender's policy.

6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
7. These premises are situated in the Medford Irrigation District, and subject to the levies and assessments thereof, water and irrigation rights, easements for ditches and canals and regulations concerning the same. (Current as of date of policy)
8. Easement, including terms and provisions contained therein:

Recording Information:	May 28, 1943 as Volume 243, Page 583
In Favor of:	The California Oregon Power Company, a California corporation
For:	The Transmission and distribution of electricity, and for other purposes

(Specific location not given)

G-19717

9. Easement, including terms and provisions contained therein:
 Recording Information: February 25, 1977 as Document No. 77-03760 and March 23, 1977 as Document No. 77-05580
 In Favor of: Lillian Hicks
 For: Ingress and egress
 Affects: 25.0 feet in width

10. "Buyer agrees to pay for their proportional share of maintenance Costs", of above non-exclusive easement for ingress and egress, as disclosed by deed recorded January 12, 1981 as Document No. 81-00524.

11. Building restriction, as set out in deed recorded January 12, 1981 as Document No. 81-00524. (Affects portion of property)

12. Easement, including terms and provisions contained therein:
 Recording Information: August 11, 1989 as Document No. 89-17529
 In Favor of: Pacific Power & Light Company, a corporation
 For: The Transmission and distribution of electricity, and for other purposes

13. Restrictive Covenants, including the terms and provisions thereof, as imposed by Jackson County Department of Planning and Development, through the Jackson County Land Development Ordinance, and recorded August 03, 1990 as Document No. 90-19521, Official Records of Jackson County, Oregon.

14. Restrictive Covenants, including the terms and provisions thereof, as Imposed by Jackson County Department of Planning and Development, through the Jackson County Land Development Ordinance, and recorded August 13, 1990 as Document No. 90-20211, Official Records of Jackson County, Oregon.

15. Private Road Maintenance and Access Agreement and the terms and conditions thereof:
 Recording Information: August 14, 1990 as Document No. 90-20417

16. Deed of Trust and the terms and conditions thereof.
 Loan No.: 7105477959
 Grantor/Trustor: Carl L Laurella and Vanessa Brown Laurella, as Trustees of The Carl and Vanessa Laurella Family Living Trust dated February 16, 2005 and as Amended June 18, 2013
 Grantee/Beneficiary: Bank of America, N.A.
 Trustee: First American Title
 Amount: \$252,000.00
 Dated: March 13, 2015
 Recorded: March 17, 2015
 Recording Information: 2015-007562

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JUN 13 2016

SALEM, OR

G-10317

STATE OF OREGON
WATER WELL REPORT
 (as required by ORS 537.765)

Jack 336 **RECEIVED JACK 336**
 DEC 05 1989

36S/1E/31ca
 (START CARD) # *15939*

(1) OWNER:
 Name *James Pagan Lamberson* Well Number: *WATER RESOURCES DEPT*
 Address *4000 Hawthorne Dr.* SALEM, OREGON
 City *Eagle Point* State *OR* Zip *97524*

(9) LOCATION OF WELL by legal description:
 County *ESW* Latitude _____ Longitude _____
 Township *36S* Nor S, Range *1E* E or W, WM.
 Section *31* NE of SW 1/4 Sec 31 SW 1/4
 Tax Lot *1100* Lot _____ Block _____ Subdivision _____
 Street Address of Well (or nearest address) *4000 Hawthorne Dr.*
Eagle Point, Ore

(2) TYPE OF WORK:
 New Well Deepen Recondition Abandon

(3) DRILL METHOD
 Rotary Air Rotary Mud Cable
 Other _____

(4) PROPOSED USE:
 Domestic Community Industrial Irrigation
 Thermal Injection Other _____

(5) BORE HOLE CONSTRUCTION:
 Special Construction approval Yes No Depth of Completed Well *300'* ft.
 Explosives used Yes No Type _____ Amount _____

HOLE		SEAL		Amount
Diameter	From To	Material	From To	sacks or pounds
	<i>10" 0 20'</i>	<i>CEMENT</i>	<i>0 20'</i>	<i>7 1/2 SK</i>
	<i>6" 20 300'</i>			

How was seal placed: Method A B C D E
 Other _____
 Backfill placed from _____ ft. to _____ ft. Material _____
 Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
<i>6"</i>	<i>1'</i>	<i>76'</i>	<i>252</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>4"</i>	<i>0</i>	<i>300'</i>	<i>160</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:
 Perforations Method *SAW CUT*
 Screens Type *4"* Material *PVC 160*

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
<i>100'</i>	<i>300'</i>	<i>12"</i>	<i>60</i>	<i>1 1/4"</i>		<input type="checkbox"/>	<input checked="" type="checkbox"/>

(8) WELL TESTS: Minimum testing time is 1 hour
 Pump Bailor Air Flowing Artesian
 Yield gal/min *30* Drawdown *300'* Drill stem at *300'* Time *1 hr.*

Temperature of water _____ Depth Artesian Flow Found _____
 Was a water analysis done? Yes No By whom _____
 Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other _____
 Depth of strata: _____

(10) STATIC WATER LEVEL:
62' ft. below land surface. Date *11-10-89*
 Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:

Depth at which water was first found *276'*

From	To	Estimated Flow Rate	SWL
<i>276'</i>	<i>277'</i>	<i>30'</i>	<i>62</i>

(12) WELL LOG: Ground elevation _____

Material	From	To	SWL
<i>CLAY</i>	<i>0</i>	<i>3</i>	
<i>CLAYSTONE</i>	<i>3</i>	<i>12</i>	
<i>SANDSTONE</i>	<i>12</i>	<i>15</i>	
<i>SANDSTONE</i>	<i>15</i>	<i>76</i>	
<i>SANDSTONE</i>	<i>76</i>	<i>210</i>	
<i>SANDSTONE</i>	<i>210</i>	<i>276</i>	
<i>SANDSTONE</i>	<i>276</i>	<i>277</i>	<i>62</i>
<i>SANDSTONE</i>	<i>277</i>	<i>300</i>	

Date started *11-10-89* Completed *11-11-89*

(unbonded) Water Well Constructor Certification:
 I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon well construction standards. Materials used and information reported above are true to my best knowledge and belief.
 Signed _____ WWC Number _____
 Date _____

(bonded) Water Well Constructor Certification:
 I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. all work performed during this time is in compliance with Oregon well construction standards. This Report is true to the best of my knowledge and belief.
 Signed _____ WWC Number *1957*
 Date *12-3-89*

G-18717

JACK 60715

Jack 60715

STATE OF OREGON
WATER SUPPLY WELL REPORT
(as required by ORS 537.765 & OAR 690-205-0210)

WELL LABEL # 101067
START CARD # 1011689

(1) LAND OWNER Owner Well I.D.
First Name THOMAS Last Name SMITH
Company _____
Address 4000 E. ANTELOPE RD
City EAGLE POINT State OR Zip 97524

(2) TYPE OF WORK New Well Deepening Conversion
 Alteration (repair/recondition) Abandonment

(3) DRILL METHOD
 Rotary Air Rotary Mud Cable Auger Cable Mud
 Reverse Rotary Other

(4) PROPOSED USE Domestic Irrigation Community
 Industrial/ Commercial Livestock Dewatering
 Thermal Injection Other

(5) BORE HOLE CONSTRUCTION Special Standard Attach copy
Depth of Completed Well 401 ft.

BORE HOLE			SEAL			sacks/ Amt lbs
Dia	From	To	Material	From	To	
6"	301	401	No CHANGE			

How was seal placed: Method A B C D E
 Other
Back fill placed from _____ ft. to _____ ft. Material _____
Filter pack from _____ ft. to _____ ft. Material _____ Size _____
Explosives used: Yes Type _____ Amount _____

(6) CASING/LINER

Casing	Liner	Dia	From	To	Gauge	Stl	Plstc	Wld	Thrd
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4"	0	401	0.125				

Shoe Inside Outside Other Location of shoe(s) _____
Temp casing Yes Dia _____ From _____ To _____

(7) PERFORATIONS/SCREENS

Perforations Method SAW

Perf/Screen	Casing/Screen	Screen	Slot	# of	Tele/			
Line	Liner	Dia	From	To	width	length	slots	pipe size
LINE 4		4"	291	401	3/32	6"	182	

(8) WELL TESTS: Minimum testing time is 1 hour
 Pump Bailor Air Flowing Artesian

Yield gal/min	Drawdown	Drill stem/Pump depth	Duration (hr)
20 1/2		401	1HR
2 1/8		301	1 1/2 HR

Temperature 61 °F Lab analysis Yes By _____
Water quality concerns? Yes (describe below)
From _____ To _____ Description _____ Amount _____ Units _____

(9) LOCATION OF WELL (legal description)
County JACKSON Twp 36 S N/S Range 1 E E/W WM
Sec 31 SE 1/4 of the SW 1/4 Tax Lot 1101
Tax Map Number _____ Lot _____
Lat _____ or 42.39213 N DMS or DD
Long _____ or -122.75014 W DMS or DD
 Street address of well Nearest address

4000 E. ANTELOPE RD

(10) STATIC WATER LEVEL

Existing Well / Predeepening	Date	SWL (psi)	+ SWL (ft)
	<u>10-4-10</u>		<u>276</u>
Completed Well	<u>10-6-10</u>		<u>277</u>

Flowing Artesian? Dry Hole?

WATER BEARING ZONES Depth water was first found

SWL Date	From	To	Est Flow	SWL (psi)	+ SWL (ft)
10-4-10	0	301	TRACE		276
10-6-10	333	336	1 1/2		277
10-6-10	341	381	5		277
10-6-10	381	401	2		277

(11) WELL LOG Ground Elevation 1804

Material	From	To
SOME GRAVEL / BROKEN ROCK		
DEBRIS IN BOTTOM FEW FEET OF HOLE		
SANDSTONE GREY	301	386
FRACTURED 333-336		
SANDSTONE GREY & BLACK	386	401

RECEIVED BY OWRD RECEIVED
MAY 31 2016 OCT 27 2010
SALEM, OR WATER RESOURCES DEPT SALEM, OREGON

Date Started 10-4-10 Completed 10-5-10

(unbonded) Water Well Constructor Certification
I certify that the work I performed on the construction, deepening, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.
License Number _____ Date _____
Password: (if filing electronically) _____
Signed _____

(bonded) Water Well Constructor Certification
I accept responsibility for the construction, deepening, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.
License Number 796 Date 10-6-10
Password: (if filing electronically) _____
Signed Paul K...
Contact Info (optional) _____

ORIGINAL - WATER RESOURCES DEPARTMENT
THIS REPORT MUST BE SUBMITTED TO THE WATER RESOURCES DEPARTMENT WITHIN 30 DAYS OF COMPLETION OF WORK
RECEIVED BY OWRD
JUN 13 2016
SALEM, OR
RECEIVED
Form Version: 0.88
JAN 24 2011
WATER RESOURCES DEPT
SALEM, OREGON

G-10317

JACK 60715

STATE OF OREGON
 WATER SUPPLY WELL REPORT
 (as required by ORS 537.765 & OAR 690-205-0210)

WELL LABEL # 101067
 START CARD # 1011689

(1) LAND OWNER Owner Well I.D. _____
 First Name THOMAS Last Name SMITH
 Company _____
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 City EAGLE POINT State OR Zip 97524

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 Alteration (repair/recondition) Abandonment

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 Reverse Rotary Other _____

(4) PROPOSED USE Domestic Irrigation Community
 Industrial/ Commercial Livestock Dewatering
 Thermal Injection Other _____

(5) BORE HOLE CONSTRUCTION Special Standard Attach copy _____
 Depth of Completed Well 401 ft.

BORE HOLE		SEAL		sacks/ Amt lbs
Dia	From To	Material	From To	
6"	301 401	<i>No change</i>		

How was seal placed: Method A B C D E
 Other _____
 Backfill placed from _____ ft. to _____ ft. Material _____
 Filter pack from _____ ft. to _____ ft. Material _____ Size _____
 Explosives used: Yes Type _____ Amount _____

(6) CASING/LINER

Casing Liner	Dia	From	To	Gauge	Stl	Plstc	Wld	Thrd
	4"	0	401	0.166				

Shoe Inside Outside Other Location of shoe(s) _____
 Temp casing Yes Dia _____ From _____ To _____

(7) PERFORATIONS/SCREENS
 Perforations Method SAW
 Screens Type _____ Material _____

Perf Screen	Casing/Screen Liner	Dia	From	To	Scrns/slot width	Slot length	# of slots	Tele/ pipe size
	4	4	291	401	3/32	6"	182	

(8) WELL TESTS: Minimum testing time is 1 hour
 Pump Bailor Air Flowing Artesian

Yield gal/min	Drawdown	Drill stem/Pump depth	Duration (hr)
20 1/2		401	1 HR
2 1/8		301	1 1/5 HR

Temperature 61 °F Lab analysis Yes By _____
 Water quality concerns? Yes (describe below)

From	To	Description	Amount	Units

(9) LOCATION OF WELL (legal description)
 County JACKSON Twp 36 S N/S Range 1 E E/W WM
 Sec 31 SE 1/4 of the SW 1/4 Tax Lot 1101
 Tax Map Number _____ Lot _____
 Lat 0 or 42.39213 N DMS or DD
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 Street address of well Nearest address

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Completed Well	10-4-10		276
	10-6-10		277

Flowing Artesian? Dry Hole?

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SWL Date	From	To	Est Flow	SWL (psi)	+ SWL (ft)
10-4-10	0	301	TRACE		276
10-6-10	333	336	14 1/2		277
10-6-10	341	381	5		277
10-6-10	381	401	2		277

(11) WELL LOG Ground Elevation 1804

Material	From	To
SOME GRAVEL / BROKEN ROCK		
DEBRIS IN BOTTOM FEW FEET OF HOLE		
SANDSTONE GREY	301	386
FRACTURED	333-336	
SANDSTONE GREY & BLACK	386	401

ARCHIVE

OCT 27 2010

WATER RESOURCES DEPARTMENT
 SALEM, OREGON

Date Started 10-4-10 Completed 10-5-10

(unbonded) Water Well Constructor Certification
 I certify that the work I performed on the construction, deepening, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.
 License Number _____ Date _____
 Password: (if filing electronically) _____
 Signed _____

(bonded) Water Well Constructor Certification
 I accept responsibility for the construction, deepening, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.
 License Number 796 Date 10-6-10
 Password: (if filing electronically) _____
 Signed Paul Thomas
 Contact Info (optional) _____



OREGON LIQUOR CONTROL COMMISSION REQUEST Land Use Compatibility Statement

CITY/COUNTY USE ONLY
 Date delivered by license applicant:
RECEIVED
 JUN 13 2016
 CLATSOP COUNTY
 CLATSOP
 Received by (print):
Youngsook Kim
 Initial: YK

What is a land use compatibility statement (LUCS)? The LUCS is a form used by a state agency and local government to determine whether a land use proposal is consistent with local government's comprehensive plan and land use regulations.

Why is a LUCS required? OLCC and other state agencies with permitting or approval activities that affect land use are required by Oregon law to be consistent with local comprehensive plans and to have a process for determining consistency. Section 34(4)(a) of 2015 Oregon Laws, Chapter 614, requires OLCC to request and obtain the LUCS and have a positive LUCS prior to issuing a license.

When is a LUCS required? A LUCS is required for all proposed marijuana facilities before an OLCC license can be obtained.

How to complete a LUCS:

- **Step 1: Applicant** completes Section 1 of this form and submits it to the appropriate city or county planning office. Applicant verifies with local jurisdiction whether additional forms, applications, or permits are required.
- **Step 2: Local jurisdiction** completes Section 2 of this form indicating whether the proposed use is compatible with the acknowledged comprehensive plan and land use regulations and returns signed and dated form to the applicant.
 - Applicant completes payment to local jurisdiction for processing application.
 - Local jurisdictions are **NOT required** to begin processing LUCS forms until **January 4, 2016 at 8:30 AM.**
- **Step 3: Applicant** submits this date-stamped form and any supporting information provided by the city or county to the OLCC with the license application. This form may be submitted while Section 2 is in process with the local governing body.

Applicant Name: Carl A. Laurella

Phone: 503 707-6667

Mailing Address: PO Box 107

Rm/Ste:

City: Eagle Point

State: OR

ZIP: 97524

Site plan of the subject property and proposed development attached? (required)

Proposed Premises Address: 4000 east Antelope Rd

Rm/Ste:

City: Eagle Point

County: Jackson

ZIP: 97524

Tax Lot #: 361E31 1101

Range/Section*:

JUN 13 2016

Latitude:

Township*:

Map*:

SALEM, OR

Longitude:

Proposed use/permit type sought (A separate LUCS may be necessary for each proposed use even if it is on the same property):

- Producer (Note indoor or outdoor below)
 Wholesaler
 Processor (List endorsements below)
 Retailer
 Laboratory
 Research Certificate

Details of proposed use (note any attachments):
 Outdoor

G-18317

Section 2 – To be Completed by Local Jurisdiction

Site Location:

- Inside city limits
- Inside UGB
- Outside UGB

Name of Jurisdiction:

Jackson County

Property Zoning of Proposed Premises:

OSR - Open Space Reserve

- The proposed land use has been reviewed and **is prohibited.**
- The proposed land use has been reviewed and **is not prohibited.**

If the proposed land use is allowable only as a conditional use, permits are required as noted below.

Comments:

Type 1 Land Use Authorization for Farm Use.

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JUN 13 2016

SALEM, OR

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MAY 31 2016

SALEM, OR

Name of Reviewing Local Official (print):

Jacob Ripper

Title:

Planner II

Date:

February 25, 2016

Email:

ripperja@jacksoncounty.org

Phone:

541-774-6940

Signature:



Check this box if there are attachments to this form:

G-48317

REAL PROPERTY TAX STATEMENT
JULY 1, 2015 TO JUNE 30, 2016
JACKSON COUNTY, OREGON
 P.O. Box 1569
MEDFORD, OR 97501

ACCOUNT NO: 10787261

PROPERTY DESCRIPTION

CODE: 0919
MAP: 361E310001101
ACRES: 10.00
SITUS: 4000 ANTELOPE RD E EAGLE POINT/CO

LAURELLA CARL/VANESSA FAMILY LIVI ET AL
 8707 PARLEYS LN
 PARK CITY, UT 84098

EDUCATION SERVICE DISTRICT	96.82
ROGUE COMMUNITY COLLEGE	140.89
EAGLE POINT SCHOOL DIST 9	1,295.95
EDUCATION TOTAL:	1,533.66

JACKSON COUNTY	552.20
4-H EXTENSION SERVICE DISTRICT	10.66
VECTOR CONTROL	11.79
JACKSON SOIL & WATER CONSERVATIO	13.74
JACKSON COUNTY LIBRARY DISTRICT	142.86
JACKSON COUNTY RFPD #3	782.63
GENERAL GOVT TOTAL:	1,513.88

JACKSON COUNTY BONDS	47.12
ROGUE COMMUNITY COLLEGE BONDS	29.37
EAGLE POINT SCHOOL DIST 9 BONDS	437.11
OR FORESTRY FIRE, SURCHARGE	47.50
OR FORESTRY FIRE, GRAZING	18.75
BONDS - OTHER TOTAL:	579.85

VALUES:	LAST YEAR	THIS YEAR
REAL MARKET (RMV)		
LAND	146,590	162,730
STRUCTURES	147,250	163,490
TOTAL RMV	293,840	326,220
TOTAL ASSESSED VALUE	266,740	274,740
VETERAN/MISC EXEMPTION		
NET TAXABLE:	266,740	274,740
TOTAL PROPERTY TAX:	3,502.35	3,627.39

This is not a legal description. See letter for list.

TAX STATEMENT INFORMATION WAS SENT TO:
 CND PHH MORTGAGE CORP / ROCHESTER
 9224203808813

VALUE QUESTIONS (541) 774-6059
 PAYMENT QUESTIONS (541) 774-6541

ALL TAX PAYMENTS ARE NOW PROCESSED LOCALLY - PLEASE DO NOT SEND TO PREVIOUS PORTLAND ADDRESS.

2015-16 TAX (Before Discount)

3,627.39

PAYMENT OPTIONS			
Date Due	3% Option	2% Option	Trimester Option
11/16/15	3,518.57	2,369.89	1,209.13
02/16/16			1,209.13
05/16/16		1,209.13	1,209.13
Total	3,518.57	3,579.02	3,627.39

TOTAL DUE (After Discount and Pre-payments)

3,518.57

RECEIVED BY OWRD
 JUN 13 2016
 SALEM, OR

RECEIVED BY OWRD
 MAY 31 2016
 SALEM, OR

I have 4 tanks that are 2,500 gallons that the well is hooked up too. It also has a float that kicks on the well when the water drop's 100 gallons it kicks on the pump so it never stress the well.

RECEIVED BY OWRD

MAY 31 2016

SALEM, OR

RECEIVED BY OWRD

JUN 13 2016

SALEM, OR

G-10317