

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 HAROLD ANDERSON		PHONE (HM) 541-580-0405	
PHONE (WK)	CELL	FAX	
ADDRESS 611 QUARTER HORSE LN			
CITY WINSTON	STATE OR	ZIP 97496	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		PHONE	FAX
ADDRESS			CELL
CITY	STATE	ZIP	E-MAIL *

Note: Attach multiple copies as needed

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

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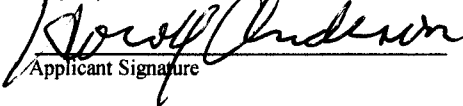
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By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application 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.

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>5-88712</u>	For Department Use	Date _____
Permit No. _____		

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*).

Azalea Rojo LLC
745 Boylston St. Ste. 207
Boston, MA 02116

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: Ben Irving Reservoir
Creek

Tributary to: Berry Ck>Ollala Creek>Lookingglass

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.

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- 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.)

R 8444

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
Ben Irving Reservoir	(2) Domestic Expanded, Stockwater	Year-round	2.0 <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

For irrigation use only:
 Please indicate the number of primary and supplemental acres to be irrigated.
 Primary: 1.0 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: _____

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: 2
- If the use is **mining**, describe what is being mined and the method(s) of extraction:

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SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

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

Pump (give horsepower and type): Not yet determined

Other means (describe): _____

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

As per water right application S-88208 Azalea Rojo LLC intends to construct a trench in the creek bed and place a perforated pipe in the trench. The pipe will be covered with a fabric cover and non-native gravel. The water will be piped to a bulge in the system. Water will be conveyed to the place of use via pipelines.

B. Application Method

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

Water will be delivered through a 2" pipe to provide stockwater and household domestic and sprinkler systems.

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.

The water will be for domestic expanded for 2 homes and stockwater.

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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: Water will be diverted via a perforated pipe in the stream bed that is covered with non-native gravels.
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: During construction, excavation or clearing of banks during construction will be kept to a minimum and efforts will be made to protect riparian and streamside areas.
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: Equipment will only be operated in the creek during the in-water work period.
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: Will protect water quality by preventing erosion to maximum extent as possible.

SECTION 7: PROJECT SCHEDULE

Date construction will begin: October 1, 2017

Date construction will be completed: October 1, 2018

Date beneficial water use will begin: October 1, 2019

SECTION 8: 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 Lookingglass-Olalla Water Control District	Address PO Box 1579	
City Roseburg	State OR	Zip 97470

SECTION 9: REMARKS

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

2.0 acre feet of water will be diverted from Ben Irving Reservoir for 2 Domestic Expanded and water for stock consumption. Enclosed is a Water Sharing Agreement with Azalea Rojo LLC.

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Douglas County

Planning and Sanitation Pre-Application Worksheet

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OTHER ACTION

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Worksheet Number <h2 style="margin: 0;">WS16-0768</h2>	Applicant ANDERSON, HAROLD 611 QUARTER HORSE LN WINSTON, OR 97496 (541) 679-7818	Owner ANDERSON, JILL W 611 QUARTER HORSE LN WINSTON, OR 97496
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SITE INFORMATION

Site Address 291 QUARTER HORSE LN WINSTON, OR 97496	MTL 28-07W-25-00200	Property ID Number (Primary) R47355	Size (Acres) 126.53
Improvement LUCS FOR WATER RIGHTS		Proposed Use Land Use Compatibility Statement	
Existing Structures (Number and Type) NA		Distance of Building Site from River, Creek, or Stream Bank > 50 FT	
Directions NA			

As, for, or on behalf of, all property owners:

APPLICANT SIGNATURE: _____

Harold Anderson

DATE: _____

20 Oct 2016

PLANNING DEPARTMENT INFORMATION

Zoning FG	Overlays
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SETBACKS (EFU - Grazing)

Front Property Line of Right of Way 30 Feet	Rear Line 10 Feet	Side Line 10 Feet	Exterior Side Line NA
Sign Code NO SIGN PROPOSED - N/A	Special Setback NA	Riparian Setback 50 FEET	
Parking Spaces Required NA	Building Height None	Flood Plain No	Floor Height Above Ground NA

Conditions of Approval

LUCS FOR WATER RIGHTS IN ORDER TO STORE WATER FOR DOMESTIC PURPOSES. NO STRUCTURAL DEVELOPMENTS AUTHORIZED. MUST MEET ZONE/SETBACK REQUIREMENTS.

Sanitation N/A	Sanitary District	Water N/A	Access Permit Required? NO
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Report Codes
NONSTRUCTURAL

Refer To

Approved By: TJM	Date: 10/20/2016	Receipt #: P24769	Amount: \$ 165.00	Expiration Date: 10/20/2017
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SANITATION INFORMATION

SE#	STP#	Existing System	System: Approved ___ Denied ___
Remarks			
By:	Date:	CSC Date:	

5-88312

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

*WS16-0768
 RCPT16-076*

Applicant(s): Harold Anderson

Mailing Address: 611 Quarter Horse Ln

City: Winston

State: OR

Zip Code: 97496

Daytime Phone: _____

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>26S.</u>	<u>6W.</u>	<u>19</u>	_____	<u>2000</u>	<u>AGG</u>	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	_____
<u>28S</u>	<u>7W.</u>	<u>25</u>	_____	<u>206</u>	<u>AGG</u>	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	_____
<u>28S</u>	<u>7W.</u>	<u>25</u>	_____	<u>200</u>	<u>AGG/FFG</u>	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" 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

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) Ben Irving Reservoir

Estimated quantity of water needed: 2.0
 cubic feet per second
 gallons per minute
 acre-feet

Intended use of water:
 Irrigation
 Commercial
 Industrial
 Domestic for 2 household(s)
 Municipal
 Quasi-Municipal
 Instream
 Other (2 Domestic Expanded and stockwater)

Briefly describe:

Water is needed for domestic use for 2 households, stockwater, and 0.50 acres lawn/garden each.

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

See bottom of Page 3. →

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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): 3.3.050

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
	RECEIVED BY OWRD	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
	NOV 03 2016	<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
	SALEM, OH	<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.

<p style="text-align: center; font-size: 1.2em;">WS16-0768</p> <p>R 47348 R 47355</p>	<p>CLATS COUNTY PLANNING DEPARTMENT ROOM 106, JUSTICE BUILDING DOUGLAS COUNTY COURTHOUSE ROSEBURG, OR 97470</p>
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Name: THOMAS MCINTOSH Title: DP

Signature: [Signature] Phone: 541-440-4209 Date: 10-20-16

Government Entity: 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: _____

↓

WATER SHARING AGREEMENT

This WATER SHARING AGREEMENT ("Agreement") is made as of May 11, 2016, 2016, ("Effective Date") by and between Azalea Rejo, limited liability company ("Owner") and HAROLD F. AND JILL W. ANDERSON (collectively "Anderson").

1. Recitals.

a. Owner owns that certain real property located in Douglas County, Oregon more particularly described in attached EXHIBIT A ("Owner Property"), and depicted in the map attached as EXHIBIT B, portions of which were recently acquired from Andersons pursuant to a Real Estate Purchase Contract dated January 31, 2016 ("REPC").

b. Anderson continues to own real property immediately adjacent to the Owner Property more particularly described in the attached EXHIBIT C ("Anderson Property") and depicted in the map attached as EXHIBIT C.

c. Pursuant to the requirements of the REPC, Anderson assisted Owner to obtain a water delivery contract from the Olalla-Lookingglass Water Control District ("District") for annual water deliveries to the Owner Property.

d. Owner has or will construct a pumping station and all associated equipment, pumps, motors, pipelines, casings, valves, power lines, pumps, filters, foundations, fixtures and other appurtenant equipment is herein referred to as the "Main Line" in order to take water under the Water Supply Contract.

e. Anderson intends to make applications to the District and the State of Oregon, and to obtain any other required approvals, to receive not more than two (2) acre feet of water for domestic and livestock use on the Anderson Property, with all rights approved and documented to Owner's reasonable satisfaction ("Anderson Right").

3. **Anderson Improvements.** Upon obtaining the Anderson Right, Anderson will purchase, install, and maintain a pipeline that connects into the Main Line ("Anderson Pipeline"), with the plans and construction completed to Owner's satisfaction. In addition, prior to Anderson exercising its Right of Use (defined below), Anderson shall purchase and install a commercial grade water meter capable of measuring and recording Anderson's water use from the Main Line, at Anderson's sole cost and at a location deemed acceptable to Owner. Anderson shall keep a log that accurately documents Anderson's water use through the meter ("Record of Use") and promptly provide Azalea with said Records of Use on an annual basis at the beginning and end of the season.

4. **Right of Use.** The right of use granted to Anderson pursuant to this Agreement ("Right of Use") is a right to use the Main Line to take and deliver no more than two (2) acre feet of water under the Anderson Right to the Anderson Property, subject to the terms and conditions set forth in this Agreement, including, but not limited to the following:

a. Restriction on Use of Water. Andersons agrees to abide by any and all terms and conditions imposed by the Anderson Right or now or in the future. In addition, Anderson may only take water deliveries from the Main Line during times when Owner is irrigating its Property, and Anderson must notify Owner at least seventy-two (72) hours in advance of water orders.

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b. Property to be Irrigated. Water taken pursuant to this Agreement can only be used only for domestic use and livestock watering on the Anderson Property.

c. Priority of Use: The parties agree that the first priority use of water from the Main Line at all times be for irrigation of the Owner Parcel. The parties agree to work together to equitably schedule use in order to achieve equitable water distribution over both the short and long-term consistent with this priority.

d. Access. The Right of Use granted herein includes Anderson's access to the Main Line over the Owner Property purchased from Anderson during day-light hours as needed in order to maintain the Anderson Pipeline. In exercising these rights, Anderson must use reasonable care, and agrees to indemnify and must compensate Owner for any damage resulting from the exercise of these rights of ingress and egress, as well as indemnifying and holding Azalea harmless for any accidents, litigation or related damages and settlements arising from Anderson's use of the Main Line.

5. **Owner's Obligations.** During the irrigation season, Owner shall reasonably ensure that the Main Line is either connected to a publicly provided electric power source or a diesel powered engine other than during events of bad weather, at all times when government restrictions prevent use or access, or during repairs. In addition, Owner shall maintain and repair the Buyer's irrigation system at all times during the Owner's irrigation season.

6. **Costs.**

a. Owner shall pay all powers costs of operating the Main Line and Anderson, when invoiced, shall reimburse Owner for all power costs attributable to Anderson's water use measured through the meter and based upon the Anderson's recorded use.

b. Owner shall pay all of the operation and maintenance costs of the Main Line and Anderson, when invoiced, shall reimburse Owner for all operation and maintenance costs of Anderson's irrigation system attributable to Owner's water use through the meter based upon the Anderson's recorded use. Owner may assess Anderson up to 1.2 times the allocated per unit power costs, in order to compensate Owner for pumping long distances to deliver water under this contract.

c. Anderson shall be responsible for paying all fees and assessments associated with Anderson's water permit, including assessments due to District and any State of Oregon government agency with jurisdiction over said water or the use thereof, at all times.

d. Owner shall invoice Anderson annually for charges payable under this Agreement. Upon written request by Anderson, the invoice shall include copies of the relevant bills or invoices from the providers of goods or services to be reimbursed. Charges shall be paid by Anderson within thirty (30) days of invoicing. Owner reserves the right to terminate service under this Agreement should payments remain delinquent after sixty (60) days from the date of invoice.

7. **Termination of Right of Use.** Owner may terminate the Right of Use granted herein upon twelve (12) month's prior written notice to Anderson. Upon Termination, if requested by Owner, Anderson shall remove the Anderson Pipeline from the Owner Property, and restore the Owner Property as nearly as possible to its original condition.

8. **Ownership.** Ownership of the Main Line at all times shall remain with Owner, and Owner at all times shall maintain the Main Line. Ownership of the Anderson Pipeline shall at all times remain with Anderson, and Anderson shall operate and maintain the Anderson Pipeline.

9. **No Warranty.** Owner does not make any representations, warranties, or guarantees of any kind or nature; and without limiting the generality of the foregoing, Owner does not warrant that there is sufficient water available to use through the Main Line for purposes of the Anderson Property, nor does Owner warrant the quality or quantity of water available is adequate for such purposes. Owner does not warrant the future water production capabilities of the Main Line, nor the quality or pressure of said water through the Main Line. Owner does not warrant that it will be able to obtain and maintain its right to operate the Main Line.

10. **Indemnification.** Both parties hereby agree, to the fullest extent permitted by law, to indemnify and hold the other party harmless from any damage, personal injury, liability, or costs (including reasonable attorneys fees and costs of defense) to the extent caused by the exercise of either party's rights under this Agreement, excluding reckless or willful acts. The obligations of Anderson under this section shall survive any termination of this Agreement. During the Agreement, each party shall, at its sole cost, shall maintain comprehensive liability and property damage insurance in the amount of One Million dollars (\$1,000,000.00) combined single limit per occurrence. This insurance will operate as primary insurance. Each party's insurance policy shall name the other party as an additional insured as their respective interests appear and shall include an effective waiver by the carrier of all rights of subrogation against any named insured and shall provide that insurance proceeds shall be payable for the benefit of themselves and the other party as their respective interests may appear. The insurance policies shall also provide that any losses shall be payable, notwithstanding any act or failure to act or negligence of the insureds, or any other person, corporation or other business entity and that no cancellation, reduction in amount or material change in coverage shall be made effective until at least thirty (30) days after receipt by the other party of written notice thereof. All policies shall be executed with carriers with A.M. Best rating of B+ or higher. Documentation of all coverage, including additional insured certificates and endorsements, shall be provided to each party.

11. **Miscellaneous.**

a. **Waiver.** The waiver of or failure to enforce any breach or violation of any restriction contained in this Agreement shall not be deemed to be a waiver or abandonment of such restrictions, or a waiver of the right to enforce any subsequent breach or violation of such restrictions.

b. **No Agency or Partnership.** Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any other association between or among any of the parties. No part of this Agreement shall be construed as creating any rights in the general public, nor shall any part be deemed to be a gift or dedication for public use of any portion of the properties described in this Agreement.

c. **Further Documents.** Each party shall, as often as reasonably requested, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further documents and instruments as may be necessary to carry out the intent and purpose of this Agreement.

d. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon.

f. **Notices.** All notices, demands, consents, approvals and requests given by either party to the other under this Agreement shall be in writing and shall be sent to the parties at the address set forth below, or to the address as shall be supplied in writing by either party to the other.

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be either (i) personally delivered (including delivery by Federal Express or other courier service) to the offices set forth herein, in which case they shall be deemed delivered on the date of first attempted delivery to said offices; (ii) sent by electronic mail, in which case they shall be deemed delivered on the date sent, if sent during normal business hours, or on the next business day, if sent outside normal business hours, if such notices sent by facsimile or electronic mail are also sent by overnight courier within one (1) business day after transmission; (iii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless deliver is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the United States mail, or (iv) sent in any manner other than as set forth in subsections (i) through (iii) above, in which case they shall be effective when actually received by the party to whom such notices are given. The addresses and addressees may be changed by giving notice of such change in the manner provided for above:

To Owner: Kenneth Warlick
c/o AgIS Capital, LLC
745 Boylston Street, Suite 207
Boston, Massachusetts 02116
Telephone: 617-350-9898
Email: kwarlick@agiscapital.com

To Anderson: Harold F. and Jill W. Anderson
Post Office Box 2558
385 Quarter Horse Lane
Winston, OR 97496
Telephone:
Email:

g. Entire Agreement. This Agreement contains or expressly incorporates by reference the entire and exclusive agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations and agreements (written, oral or otherwise) related thereto and all rights to the Owner Property that may be available at law or in equity. This Agreement shall not be amended or modified in any way except by a written instrument which is executed by each party to this Agreement.

h. Exhibits. Each of the exhibits attached hereto is expressly made a part hereof by reference as though fully set forth in this Agreement.

i. Severability. In the event a court of competent jurisdiction determines any provision of this Agreement is void or unenforceable, such provision shall be deemed reformed so as to be valid or enforceable to the maximum extent possible, and the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

OWNER:

Kenneth Warlick

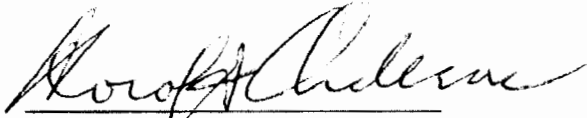
By: Kenneth H. Warlick
Its: Agent

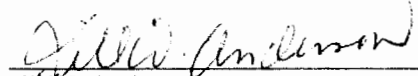
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ANDERSON:


Harold F. Anderson


Jill W. Anderson

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EXHIBIT A
LEGAL DESCRIPTION OF OWNER PROPERTY

A parcel of land lying in the Northwest and Northeast quarters of Section 25, Township 28 South, Range 7 West, Willamette Meridian, Douglas County, Oregon. Said parcel being more particularly described as follows: Beginning at a 5/8 inch iron rod that bears South 2° 06' 17" West 165.00 feet from the Section corner common to Sections 19, 24, 25 and 30; thence North 82° 49' 38" West 2094.53 feet to a Brass Cap marking the North Northwest corner of Donation Land Claim No. 58; thence North 84° 07' 33" West 501.47 feet to a 5/8 inch iron rod marking the quarter corner between Sections 24 and 25; thence North 87° 03' 16" West 545.00 feet along the Northern boundary of Section 25 to a 5/8 inch iron rod; thence South 16° 20' 05" East 684.29 feet to a 5/8 inch iron rod at the Northwest corner of Adjusted Unit 1, Instrument No. 2013-004692; thence South 18° 38' 32" East 123.66 feet to a 5/8 inch iron rod; thence North 85° 40' 00" East 20 feet to a 5/8 inch iron rod; thence South 10° 00' 00" East 110.00 feet to a 5/8 inch iron rod; thence South 55° 41' 06" East 852.85 feet to a 5/8 inch iron rod at the most Easterly corner of Adjusted Unit 2, Instrument No. 2016-003272; thence South 30° 10' 55" West 285.88 feet to a 5/8 inch iron rod; thence South 64° 26' 36" East 37.38 feet to a 5/8 inch iron rod; thence South 42° 19' 45" East 34.04 feet to a 5/8 inch iron rod; thence South 38° 55' 03" East 134.24 feet to a 5/8 inch iron rod; thence South 72° 15' 05" East 32.50 feet to a 5/8 inch iron rod; thence South 73° 44' 58" East 24.04 feet to a 5/8 inch iron rod; thence South 74° 55' 40" East 7.58 feet to a 5/8 inch iron rod; thence South 89° 14' 38" East 37.05 feet to a 5/8 inch iron rod; thence North 73° 45' 20" East 95.12 feet to a 5/8 inch iron rod; thence North 77° 13' 20" East 53.63 feet to a 5/8 inch iron rod; thence North 83° 48' 58" East 35.71 feet to a 5/8 inch iron rod; thence North 87° 24' 47" East 308.66 feet to a 5/8 inch iron rod; thence South 84° 30' 47" East 42.00 feet to a 5/8 inch iron rod; thence South 78° 31' 51" East 41.85 feet to a 5/8 inch iron rod; thence South 69° 02' 30" East 42.18 feet to a 5/8 inch iron rod; thence South 54° 52' 37" East 37.76 feet to a 5/8 inch iron rod; thence South 44° 55' 22" East 94.07 feet to a 5/8 inch iron rod; thence North 76° 19' 57" East 14.96 feet to a 5/8 inch iron rod; thence North 3° 30' 31" West 431.40 feet to a 5/8 inch iron rod; thence North 4° 07' 36" West 241.72 feet to a 5/8 inch iron rod; thence South 51° 32' 11" East 179.77 feet to a 5/8 inch iron rod; thence South 88° 01' 56" East 227.57 feet to a 5/8 inch iron rod; thence North 28° 21' 21" East 181.09 feet to a 5/8 inch iron rod; thence North 86° 55' 50" East 30.40 feet to a 5/8 inch iron rod; thence South 9° 24' 02" East 121.42 feet to a 5/8 inch iron rod; thence North 89° 56' 45" East 359.12 feet to a 5/8 inch iron rod; thence North 74° 24' 38" East 182.26 feet to a 5/8 inch iron rod; thence North 86° 06' 59" East 303.73 feet to a point which bears South 86° 06' 59" West 8.44 feet from a 5/8 inch iron rod; thence North 2° 06' 17" East 825.93 feet to a 5/8 inch iron rod, the point of beginning.

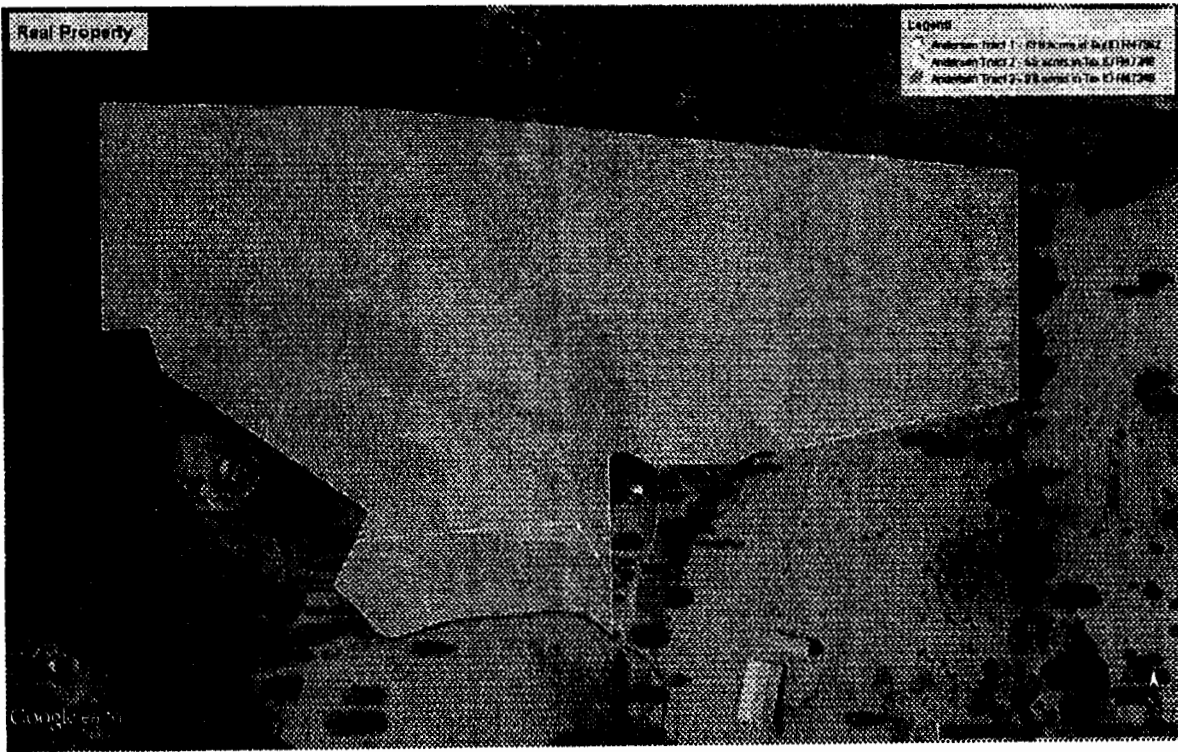
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EXHIBIT B

MAP OF PROPERTY



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[7]

S-98212

EXHIBIT C
LEGAL DESCRIPTION OF ANDERSON PROPERTY AND MAP WITH AREA
HIGHLIGHTED IN ORANGE

LEGAL DESCRIPTION

PARCEL A

A parcel of land lying in the Northwest and Northeast quarters of Section 25, Township 28 South, Range 7 West, Willamette Meridian, Douglas County, Oregon. Said parcel being more particularly described as follows:

Parcel 1, Land Partition No. 2011-0020 as Recorded in the Survey Records of Douglas County, Oregon.

LESS a portion of Parcel 1, Land Partition No. 2011-0020 beginning at a 5/8 inch iron rod which bears North 4° 03' 48" West 277.40 feet from the 5/8 inch iron rod at the most Southerly corner of Parcel 2, Land Partition No. 2011-0020; thence South 88° 00' 20" West 400.00 feet to a 5/8 inch iron rod; thence North 1° 59' 40" West 845.00 feet to a 5/8 inch iron rod; thence North 88° 00' 20" East 493.00 feet to a 5/8 inch iron rod; thence South 1° 59' 40" East 845.00 feet to a 5/8 inch iron rod; thence South 88° 00' 20" West 62.08 feet to a 5/8 inch iron rod; thence North 51° 41' 43" West 113.87 feet to a 5/8 inch iron rod; thence North 15° 31' 09" East 141.54 feet to a 5/8 inch iron rod; thence North 12° 06' 09" East 97.39 feet to a 5/8 inch iron rod; thence North 63° 26' 06" West 174.38 feet to a 5/8 inch iron rod; thence North 90° 00' 00" West 69.55 feet to a 5/8 inch iron rod; thence North 49° 46' 58" West 69.63 feet to a 5/8 inch iron rod; thence North 37° 16' 33" West 77.31 feet to a 5/8 inch iron rod; thence North 11° 50' 18" West 121.44 feet to a 5/8 inch iron rod; thence North 10° 00' 00" West 110.00 feet; thence South 85° 40' 00" West 20.00 feet to a 5/8 inch iron rod; thence South 7° 50' 21" East 100.56 feet to a 5/8 inch iron rod; thence South 11° 22' 25" East 345.52 feet to a 5/8 inch iron rod; thence South 46° 56' 46" East 67.87 feet to a 5/8 inch iron rod; thence South 46° 56' 46" East 234.73 feet to a 5/8 inch iron rod; thence South 51° 41' 43" East 110.44 feet to a 5/8 inch iron rod, the place of beginning.

"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"

28-07W-25-00201

PARCEL B

A parcel of land lying in the Northwest and Northeast quarter of Section 25, Township 28 South, Range 7 West, Willamette Meridian, Douglas County, Oregon. Said parcel being more particularly described as follows:

Parcel 2, Land Partition No. 2011-0020 as Recorded in the Survey Records of Douglas County, Oregon.

ALSO a portion of Parcel 1, Land Partition No. 2011-0020 beginning at a 5/8 inch iron rod which bears North 4° 03' 48" West 277.40 feet from the 5/8 inch iron rod at the most Southerly corner of Parcel 2, Land Partition No. 2011-0020; thence South 88° 00' 20" West 400.00 feet to a 5/8 inch iron rod; thence North 1° 59' 40" West 845.00 feet to a 5/8 inch iron rod; thence North 88° 00' 20" East 493.00 feet to a 5/8 inch iron rod; thence South 1° 59' 40" East 845.00 feet to a 5/8 inch iron rod; thence South 88° 00' 20" West 62.08 feet to a 5/8 inch iron rod; thence North 51° 41' 43" West 113.87 feet to a 5/8 inch iron rod; thence North 15° 31' 09" East 141.54 feet to a 5/8 inch iron rod; thence North 12° 06' 09" East 97.39 feet to a 5/8 inch iron rod; thence North 63° 26' 06" West 174.38 feet to a 5/8 inch iron rod; thence North 90° 00' 00" West 69.55 feet to a 5/8 inch iron rod; thence North 49° 46' 58" West 69.63 feet to a 5/8 inch iron rod; thence North 37° 16' 33" West 77.31 feet to a 5/8 inch iron rod; thence North 11° 50' 18" West 121.44 feet to a 5/8 inch iron rod; thence North 10° 00' 00" West 110.00 feet; thence South 85° 40' 00" West 20.00 feet to a 5/8 inch iron rod; thence South 7° 50' 21" East 100.56 feet to a 5/8 inch iron rod; thence South 11° 22' 25" East 345.52 feet to a 5/8 inch iron rod; thence South 46° 56' 46" East 67.87 feet to a 5/8 inch iron rod; thence South 46° 56' 46" East 234.73 feet to a 5/8 inch iron rod; thence South 51° 41' 43" East 110.44 feet to a 5/8 inch iron rod, the place of beginning.

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PARCEL C

Parcel 1 of Partition Plat No. 2008-0075, Surveyor's Records of Douglas County, Oregon, Recorder's Instrument No. 2008-019573.

EXCEPTING THEREFROM the following described Parcel: A parcel of land in the Northwest quarter of Section 25, Township 28 South, Range 7 West, Willamette Meridian, Douglas County, Oregon, being more particularly described as follows:

Commencing at a 1 ¼ inch iron pipe with a 2 ¼ inch brass cap at the quarter corner between Sections 25 and 30, Township 28 South, Range 7 West, Willamette Meridian; thence North 77° 29' 02" West 2905.27 feet to a 5/8 inch iron rebar at the Southeast corner of Parcel 2 of a Land Partition Filed with the Douglas County Surveyor's Office as 2008-0075 and in the Douglas County Official Records as 2008-019573; thence South 88° 25' 17" West 76.62 feet along South line of said Parcel 2 to a 5/8 inch iron rebar, said point being the true point of beginning; thence South 0° 13' 10" East 404.30 feet to a 5/8 inch iron rebar on the Southerly line of Parcel 1 of said Land Partition being the North line of Schattenkerk property; thence North 83° 49' 43" West 461.68 feet along said line to a 5/8 inch iron rebar; thence North 0° 13' 10" West 530.49 feet to the Western most Southwesterly corner of said Parcel 2; thence North 89° 36' 30" East 211.17 feet along Southerly line of said Parcel 2 to a 5/8 inch iron rebar at the Southwest interior "L" corner of said Parcel 2; thence along Southerly line of said Parcel 2 South 0° 11' 28" East 184.08 feet to the Southern most Southwesterly corner of said Parcel 2; thence North 88° 25' 17" East 247.70 feet along the South line of said Parcel 2 to the true point of beginning.

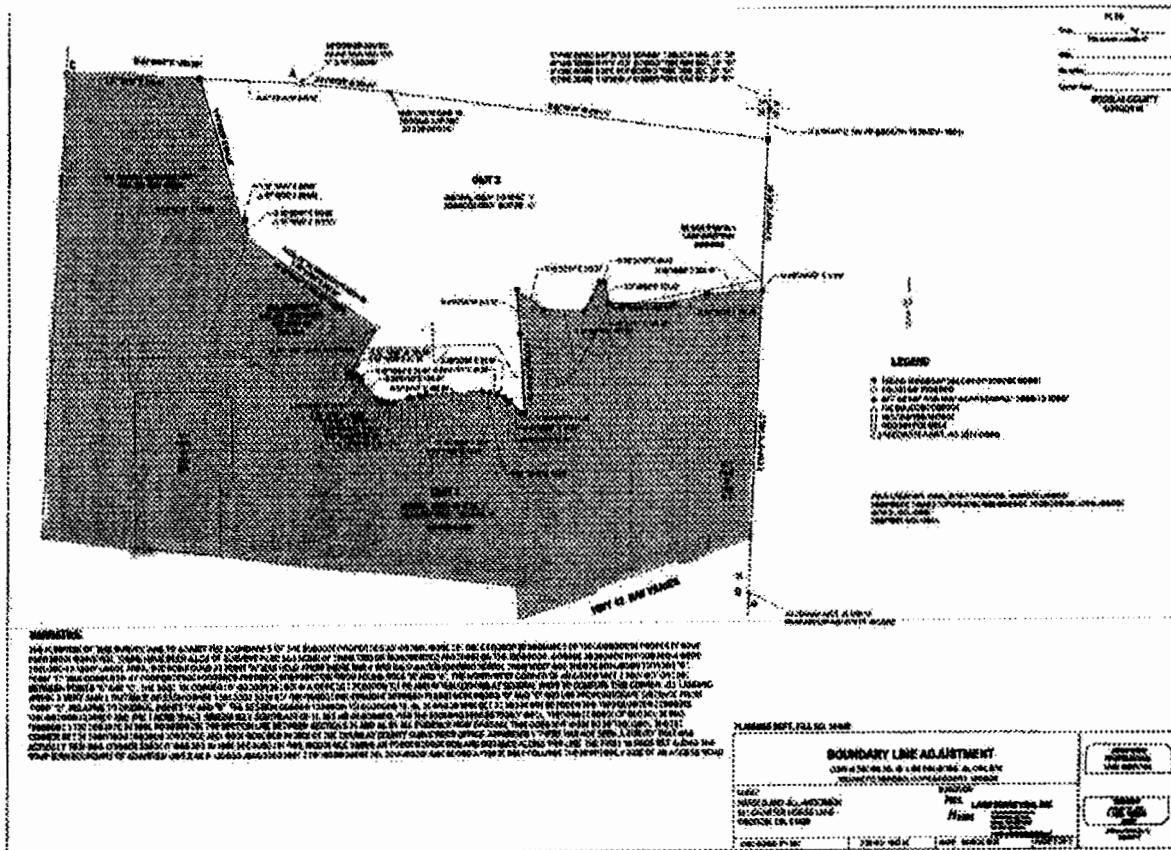
"FOR INFORMATIONAL PURPOSES ONLY, THE FOLLOWING IS INCLUDED"

28-07W-25-00200

SAVE AND EXCEPTING FROM PARCEL A, PARCEL B, AND PARCEL C ABOVE, the parcel of land lying in the Northwest and Northeast quarters of Section 25, Township 28 South, Range 7 West, Willamette Meridian, Douglas County, Oregon. Said parcel being more particularly described as follows: Beginning at a 5/8 inch iron rod that bears South 2° 06' 17" West 165.00 feet from the Section corner common to Sections 19, 24, 25 and 30; thence North 82° 49' 38" West 2094.53 feet to a Brass Cap marking the North Northwest corner of Donation Land Claim No. 58; thence North 84° 07' 33" West 501.47 feet to a 5/8 inch iron rod marking the quarter corner between Sections 24 and 25; thence North 87° 03' 16" West 545.00 feet along the Northern boundary of Section 25 to a 5/8 inch iron rod; thence South 16° 20' 05" East 684.29 feet to a 5/8 inch iron rod at the Northwest corner of Adjusted Unit 1, Instrument No. 2013-004692; thence South 18° 38' 32" East 123.66 feet to a 5/8 inch iron rod; thence North 85° 40' 00" East 20 feet to a 5/8 inch iron rod; thence South 10° 00' 00" East 110.00 feet to a 5/8 inch iron rod; thence South 55° 41' 06" East 852.85 feet to a 5/8 inch iron rod at the most Easterly corner of Adjusted Unit 2, Instrument No. 2016-003272; thence South 30° 10' 55" West 285.88 feet to a 5/8 inch iron rod; thence South 64° 26' 36" East 37.38 feet to a 5/8 inch iron rod; thence South 42° 19' 45" East 34.04 feet to a 5/8 inch iron rod; thence South 38° 55' 03" East 134.24 feet to a 5/8 inch iron rod; thence South 72° 15' 05" East 32.50 feet to a 5/8 inch iron rod; thence South 73° 44' 58" East 24.04 feet to a 5/8 inch iron rod; thence South 74° 55' 40" East 7.58 feet to a 5/8 inch iron rod; thence South 89° 14' 38" East 37.05 feet to a 5/8 inch iron rod; thence North 73° 45' 20" East 95.12 feet to a 5/8 inch iron rod; thence North 77° 13' 20" East 53.63 feet to a 5/8 inch iron rod; thence North 83° 48' 58" East 35.71 feet to a 5/8 inch iron rod; thence North 87° 24' 47" East 308.66 feet to a 5/8 inch iron rod; thence South 84° 30' 47" East 42.00 feet to a 5/8 inch iron rod; thence South 78° 31' 51" East 41.85 feet to a 5/8 inch iron rod; thence

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South 69° 02' 30" East 42.18 feet to a 5/8 inch iron rod; thence South 54° 52' 37" East 37.76 feet to a 5/8 inch iron rod; thence South 44° 55' 22" East 94.07 feet to a 5/8 inch iron rod; thence North 76° 19' 57" East 14.96 feet to a 5/8 inch iron rod; thence North 3° 30' 31" West 431.40 feet to a 5/8 inch iron rod; thence North 4° 07' 36" West 241.72 feet to a 5/8 inch iron rod; thence South 51° 32' 11" East 179.77 feet to a 5/8 inch iron rod; thence South 88° 01' 56" East 227.57 feet to a 5/8 inch iron rod; thence North 28° 21' 21" East 181.09 feet to a 5/8 inch iron rod; thence North 86° 55' 50" East 30.40 feet to a 5/8 inch iron rod; thence South 9° 24' 02" East 121.42 feet to a 5/8 inch iron rod; thence North 89° 56' 45" East 359.12 feet to a 5/8 inch iron rod; thence North 74° 24' 38" East 182.26 feet to a 5/8 inch iron rod; thence North 86° 06' 59" East 303.73 feet to a point which bears South 86° 06' 59" West 8.44 feet from a 5/8 inch iron rod; thence North 2° 06' 17" East 825.93 feet to a 5/8 inch iron rod, the point of beginning.



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DOUGLAS COUNTY PLANNING & BUILDING

Room 106, Justice Building
Douglas County Courthouse, Roseburg, Oregon 97470
Planning - (541) 440-4289
Building - (541) 440-4559

Date Printed
10/20/2016
10:38 am

Permit Number: WS16-0768
Job Address: 291 QUARTER HORSE LN, WINSTON

Receipt: P24769

Fee Description	Fee Amount
LAND USE COMPATABILITY STATEMENT	\$165.00
Total Fees Paid:	\$165.00

Date Paid: **10/20/2016**

Paid By: **ANDERSON, HAROLD**

Pay Method: **CHECK 1605**

Received By: **KENDALL M. BENTLEY**

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