

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

Water-Use Permit Application Processing

1. Completeness Determination

The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050 (www.oregon.gov/owrd/law). The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$200. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

3. Public Notice

Within 7 days of the mailing of the initial review, the Department gives public notice of the application in the weekly notice published by the Department at www.oregon.gov/owrd. The public comment period is 30 days from publication in the weekly notice.

4. Proposed Final Order Issued

The Department reviews any comments received, including comments from other state agencies related to the protection of sensitive, threatened or endangered fish species. Within 60 days of completion of the IR, the Department issues a Proposed Final Order (PFO) explaining the proposed decision to deny or approve the application. A PFO proposing approval of an application will include a draft permit, and may request additional information or outstanding fees required prior to permit issuance.

5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$350.00 for the applicant and \$700.00 for non-applicants. Protests are filed on approximately 10% of Proposed Final Orders. If a protest is filed, the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

6. Final Order Issued

If no protests are filed, the Department issues a Final Order consistent with the PFO. If the application is approved, a permit is issued that specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

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Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.615)

Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

- SECTION 1: applicant information and signature
- SECTION 2: property ownership
- SECTION 3: well development
- SECTION 4: water use
- SECTION 5: water management
- SECTION 6: storage of groundwater in a reservoir
- SECTION 7: use of stored groundwater from the reservoir
- SECTION 8: project schedule
- SECTION 9: within a district
- SECTION 10: remarks

Attachments:

- Land Use Information Form with approval and signature (*must be an original*) or signed receipt
- 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. Example: A copy of the deed, land sales contract or title insurance policy.
- Fees - Amount enclosed: \$1900
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.

Provide a map and check that each of the following items is included:

- 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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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 Robert Mark Cox		PHONE (HM) 541-936-1222	
PHONE (WK)	CELL	FAX	
ADDRESS 35554 Spicer Dr.			
CITY Lebanon	STATE OR	ZIP 97355	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 K&D Engineering, Ian McGuire, CWRE		PHONE 541-928-2583	FAX 541-967-3458
ADDRESS 276 NW Hickory St.			CELL 541-974-5194
CITY Albany	STATE OR	ZIP 97321	E-MAIL* imcguire@kdeng.com

Note: Attach multiple copies as needed

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

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

Robert Mark Cox
Print Name and title if applicable

4-7-17
Date

Applicant Signature

Print Name and title if applicable

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Date

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For Department Use		
App. No. <u>G-18495</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.

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

N/A

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
Linn-61817	Albany-Santiam Canal	2800	~5'

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*).

Well log is attached, well has not been modified from well log.

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SECTION 3: WELL DEVELOPMENT, CONTINUED

Total maximum rate requested: 430 gpm (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)
Linn-61817	<input type="checkbox"/>	<input checked="" type="checkbox"/>	L-122818	<input type="checkbox"/>	10"	2'-160'	20'-160'	0'-19'	12' (9-22-2016)	Sand and Gravel	300'	430 gpm	191.5 ac-ft
	<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"/>	<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.

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Revised 2/1/2012

Ground Water/5

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SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Irrigation	March 1 - October 31	191.5 ac-ft

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: 76.6 Acres Supplemental: N/A Acres

List the Permit or Certificate number of the underlying primary water right(s): N/A

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 191.5 ac-ft

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

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): Submersible 20-30 hp

Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. Water will be pumped from an existing well through the irrigation system.

B. Application Method

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

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.

Water will be used only when needed, drip will be used for much of the land.

SECTION 6: STORAGE OF GROUND WATER IN A RESERVOIR

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

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

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Use(s): N/A

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

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

SECTION 7: USE OF STORED GROUND WATER FROM THE RESERVOIR

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

Annual volume (acre-feet): N/A

USE OF STORED GROUND WATER	PERIOD OF USE
N/A	N/A

SECTION 8: PROJECT SCHEDULE

Date construction will begin: Upon issuance of permit

Date construction will be completed: 10/1/2023

Date beneficial water use will begin: 10/1/2023

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 N/A	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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G-18495

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.

NOTE TO LOCAL GOVERNMENTS

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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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: Robert Mark
First

Cox
Last

Mailing Address: 35554 Spicer Dr.

Lebanon
City

OR
State

97355 Daytime Phone: 541-936-1222
Zip

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
11 S	2 W	19		500	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farm
11 S	2 W	19		501	EFU	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Farm
						<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:

Linn 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) _____

Estimated quantity of water needed: 191.5
 cubic feet per second
 gallons per minute
 acre-feet

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

Briefly describe:

Plan to irrigate 76.6 acres of land with groundwater from a well located on Tax Lot 501

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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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CA-18425

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): LCC 928.310(B)(1)
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits; etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

Farming is an outright use in the EFU zoning district pursuant to LCC 928.310(B)(1)

Name: Jennifer Cepello Title: Assistant Planner

Signature:  Phone: 541-967-3816 Date: 4/13/17

Government Entity: Linn 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: _____ **RECEIVED**

City or County: _____ Staff contact: _____ **APR 14 2017**

Signature: _____ Phone: _____ Date: _____

OWRD

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 _____

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.
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- 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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BLK

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



Grantor's Name and Address
Robert Mark Cox
35554 Spicer Drive
Lebanon, OR 97355

Grantee's Name and Address
Robert Mark Cox
35554 Spicer Drive
Lebanon, OR 97355

After recording, return to (Name and Address):
Robert Mark Cox
35554 Spicer Drive
Lebanon, OR 97355

Until requested otherwise, send all tax statements to (Name and Address):
Robert Mark Cox
35554 Spicer Drive
Lebanon, OR 97355

LINN COUNTY OREGON 2015-01351
 D-QD
 Cnt=1 Stn=44 COUNTER 02/02/2015 01:52:08 PM
 \$5.00 \$11.00 \$20.00 \$19.00 \$10.00 \$65.00



I, Steve Druckenmiller, County Clerk for Linn County Oregon, certify that the instrument identified herein was recorded in the Clerk records.
 Steve Druckenmiller - County Clerk



QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS that Gary Lord TTEE & Pearl M. Lord Trust

hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and forever quitclaim unto Robert Mark Cox hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of the grantor's right, title and interest in that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Linn County, State of Oregon, described as follows (legal description of property):

A tract of land situated in Linn County, Oregon, described as follows, to wit: Beginning at a point which is South 89°57' East, 2432.10 feet and North 0°03'07" East, 1307.02 feet from the Southwest corner of the Samuel Hardman D.L.C. #54 in Township 11 South, Range 2 West, Willamette Meridian in Linn County, Oregon; running thence South 89°57' East, parallel with the Southline of said D.L.C. #54, 1432.57 feet; thence North 0°06'20" West, 1167.84 feet; thence North 89° 52'40" West, parallel with the South line of the Franklin S. Powell D.L.C. #52, 330.00 feet; thence North 0°06'20" West, 165 feet to the South line of said Powell D.L.C. #52; thence North 39° 52'40" West, along the South line of said Powell D.L.C. #52, 775.50 feet to the Southwest corner of said Powell D.L.C. #52, said corner being also the Southeast corner of the William McFadden D.L.C. #53; thence South 89°59'10" West, along the South line of William McFadden D.L.C. #53, 323.40 feet; thence South 0°03'07" West, 1333.86 feet to the point of beginning. Containing 42.554 acres, minus 0.505 acres in County Roads, leaving 42.049 acres, net.

The true and actual consideration for this transfer is \$84,000. (IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.
 The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 84,000.00 However, the actual consideration consists of or includes other property or value given or promised which is part of the the whole (indicate which) consideration. (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument on 12-29-2014; any signature on behalf of a business or other entity is made with the authority of that entity.

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.

GARY EARL LORD

STATE OF CALIFORNIA County of RIVERSIDE ss.
 This instrument was acknowledged before me on 12-29-14
 by GARY EARL LORD
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____



Notary Public for Oregon Chal Brown
 My commission expires 02-29-2015

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 APR 14 2017
 OWRD

Grantor's Name and Address
Robert Mark Cox
35554 Spicer Drive
Lebanon, OR 97355

Grantee's Name and Address
 After recording, return to (Name and Address):
Robert Mark Cox
35554 Spicer Drive
Lebanon, OR 97355


Until requested otherwise, send all tax statements to (Name and Address):
Robert Mark Cox
35554 Spicer Drive
Lebanon, OR 97355

D-QD
 Cnt=1 Stn=44 COUNTER 02/02/2015 01:52:08 PM
 \$5.00 \$11.00 \$20.00 \$19.00 \$10.00 \$65.00

00239514201500013510010012

I Steve Druckenmiller County Clerk for Linn County Oregon certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS that Gary Lord TTEE & Pearl M. Lord Trust

hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and forever quitclaim unto Robert Mark Cox, hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of the grantor's right, title and interest in that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Linn County, State of Oregon, described as follows (legal description of property):

A tract of land situated in Linn County, Oregon, described as follows, to wit: Beginning at a point which is South 89°57' East, 2432.10 feet and North 0°03'07" East, 1307.02 feet from the Southwest corner of the Samuel Hardman D.L.C. #54 in Township 11 South, Range 2 West, Willamette Meridian in Linn County, Oregon; running thence South 89°57' East, parallel with the Southline of said D.L.C. #54, 1432.57 feet; thence North 0°06'20" West, 1167.84 feet; thence North 89° 52'40" West, parallel with the South line of the Franklin S. Powell D.L.C. #52, 330.00 feet; thence North 0°06'20" West, 165 feet to the South line of said Powell D.L.C. #52; thence North 89°52'40" West, along the South line of said Powell D.L.C. #52, 775.50 feet to the Southwest corner of said Powell D.L.C. #52, said corner being also the Southeast corner of the William McFadden D.L.C. #53; thence South 89°59'10" West, along the South line of William McFadden D.L.C. #53, 323.40 feet; thence South 0°03'07" West, 1333.86 feet to the point of beginning. Containing 42.554 acres, minus 0.505 acres in County Roads, leaving 42.049 acres, net.

The true and actual consideration for this transfer is \$84,000.
(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

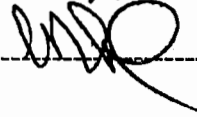
To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 84,000.00 . However, the actual consideration consists of or includes other property or value given or promised which is part of the the whole (indicate which) consideration. (The sentence between the symbols ®, if not applicable, should be deleted. See ORS 93.030.)

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, grantor has executed this instrument on 12-29-2014; any signature on behalf of a business or other entity is made with the authority of that entity.

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.

GARY EARL LORD


STATE OF OREGON, County of REVERSE) ss.
 This instrument was acknowledged before me on 12-29-14
 by GARY EARL LORD
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____

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WARRANTY DEED
(Statutory Form)

11-26-19
\$500
501

GRANTOR: WANETA AVERHOFF and WILMER AVERHOFF

CONVEYS AND WARRANTS TO

GRANTEE: ROBERT M. COX and J. L. SUGG, husband and wife

the following described real property free of encumbrances except as specifically set forth herein:
Beginning at a point on the South line of and South 89°57' East, 2432.10 feet from the Southwest corner of the Samuel Hardman Donation Land Claim No. 54, Township 11 South, Range 2 West, Willamette Meridian, Linn County, Oregon; running thence South 89°57' East, 1436.16 feet; thence North 0°06'20" West, 1307.20 feet; thence North 89°57' West, parallel to the South line of said DIC No. 54, 1432.57 feet; thence South 0°03'07" West, 1307.02 feet to the point of beginning.

SUBJECT TO:

- 1) 1980-81 real property taxes are now a lien, but not yet due nor payable;
- 2) The rights of the public in and to that portion of the premises herein described lying within the limits of roads, streets and highways;
- 3) The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or less number of years, in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given;
- 4) Regulations, including levies, liens, assessments, rights of way and assessments of the Grand Prairie Water District;

TAX LOT: 11-26-19-50
205204

The true and actual consideration for this transfer is \$ 63,073.50

If grantor is a corporation, this has been signed by authority of the Board of Directors, with the seal of said corporation attached.

DATED: Sept. 21, 1980

GRANTOR:

Waneta Averhoff
Wilmer Averhoff



Robert M. Cox, 35554 Spicer Drive, Lebanon, Oregon 97355

CALIFORNIA
State of Oregon, County of San Francisco
Date: October 2nd, 1980
Personally appeared the above named Waneta A Averhoff

and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:
Cathy Gallagher
Notary Public for Oregon, California
My commission expires July 2nd, 1983

Date of Oregon, County of
Date:
Personally appeared
and acknowledged that he is the
of said
corporation and that the seal affixed hereto is his seal and that this instrument was
voluntarily signed and made in behalf of the corporation by authority of its Board of
Directors. Before me:
Notary Public for Oregon
My commission expires



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WARRANTY DEED
 AVERSHOFF AND COX
 AFTER RECORDING RETURN TO
 KEY FACTOR COMPANY
 P. O. BOX 903
 ALBANY, OREGON 97321

514620 650
 Oct 13 3 35 PM '80
 DEL W. RILEY CLERK
 BY _____ DEPUTY

STATE OF OREGON
 County of Linn
 I hereby certify that the within and
 attached deed was recorded by me in
 Linn County records.
 Vol. NP 273 Page 666

Form 300—(Revised) Buy American This Certificate

STATE OF CALIFORNIA
 COUNTY OF San Francisco
 On October 2nd, 1980
 before me, the undersigned, a Notary Public in and for
 said State, personally appeared KAREN AVERSHOFF
 known to me to be the person whose name is
 subscribed to the within instrument and acknowledged to me
 that she executed the same for the purposes and
 consideration therein expressed.

Witness my hand and official seal
 at _____
 this _____ day of _____, 1980.

Cathy Gallagher
 Notary Public
 My Commission Expires May 22, 1988

Optical Seal
 CATHY GALLAGHER
 Notary Public
 State of California

STATE OF OREGON 7945
 County of Linn
 BE IT REMEMBERED, That on this 21st day of September, 1980,
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
 named William Avershoff
 known to me to be the identical individual described in and who executed the within instrument and
 acknowledged to me that he
 executed the same freely and voluntarily.
 IN TESTIMONY WHEREOF, I have hereunto set my hand and official
 my official seal the day and year last above written.
Richard Johnson
 Notary Public for Oregon, State
 My Commission expires 6/11/81

FORM NO. 23 - ACKNOWLEDGEMENT
 STENOGRAPH LAB AND CO. - PORTLAND, ORE.
 VOL 273 PAGE 666

08-20-93

After Recording Return To: VOL 0653 PAGE 791

DOUGLAS W. MOORE, Attorney for Mark Cox
P O BOX 1362
Albany OR 97321

FILED

AUG 13 1993

AUG 13 1993
CLERK OF COURT
JUDICIAL DEPARTMENT
CORVALLIS, OREGON

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IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

In the Matter of the Marriage of:

LINDA SUSAN COX,

Petitioner,

and

ROBERT MARK COX,

Respondent.

Case No. 15-91-09008 (b)

JUDGMENT AND DECREE
OF DISSOLUTION OF
MARRIAGE

This cause is now ready for hearing on the merits; the Petitioner appearing by her attorney, Donald D. Diment, Jr., Respondent not appearing, and the Court previously having found the Respondent to be in default in this matter. The Court further finds that it has jurisdiction of this matter; that the allegations of the Petition are true and that irreconcilable differences between the parties have caused the irremediable breakdown of their marriage; that all property rights have been resolved; and that there are two children born of this marriage, to-wit: Robert Michael Cox, born May 25, 1976 and Linda Kathleen Cox, born March 24, 1980.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

- Marriage is Dissolved. That the marriage between the parties shall be dissolved; that the date upon which this Decree becomes finally effective to terminate the marriage relationship of the parties is the 20th day of April, 1992;
- Child Custody. IT IS FURTHER ORDERED that the parties be and hereby are granted the joint care, custody and control of the minor children of the parties to-wit: Robert Michael Cox and Linda Kathleen Cox, as set out in the Marital Settlement Agreement attached hereto and incorporated by reference herein.
- Child Support. Neither party shall be obligated to pay child support to the other party and each waives child support as set forth in the Marital Settlement Agreement attached hereto

JUDGMENT AND DECREE OF DISSOLUTION OF MARRIAGE - 1 -

ENTERED MAR 20 1992

ATTORNEYS AT LAW
Smeeds Hotel Building
767 Willamette Street, Suite 208
Eugene, Oregon 97401
TELEPHONE: (503) 484-2422

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1 and incorporated by reference herein.

2 4. Spousal Support. Each party waives any support or inheritance rights that either party
3 may have against the other as set forth in the Marital Settlement Agreement attached hereto and
4 incorporated by reference herein.

5 5. Tax Dependency Exemption. Petitioner shall be entitled to claim the Linda Kathleen
6 Cox as a tax dependent exemption on state and federal income tax returns and Respondent shall
7 be entitled to claim Robert Michael Cox as a tax dependent exemption on state and federal
8 income tax returns.

9 6. Health Care Insurance. Petitioner shall maintain such health care insurance as is
10 available to her for the benefit of the minor children through her employment and to provide
11 health care insurance coverage for the minor children. The parties shall be jointly responsible
12 for and each will pay fifty percent (50%) of all reasonable and necessary uninsured health care
13 costs of the minor children.

"Health Care" as used in this paragraph includes, but is not limited to: medical, hospital,
14 dental, orthodontia, optical, prescription medications, and mental health care.

15 7. Life Insurance. The Marital Settlement Agreement entered into by the parties, an
16 original of which is attached hereto and incorporated herein, is hereby ratified and confirmed and
17 the parties are bound by each and every provision included in said Agreement, which is made
18 a part of this Decree as though fully set forth herein.

19 8. Division of Property and Debts and Obligations. The Marital Settlement Agreement
20 entered into by the parties, an original of which is attached hereto and incorporated herein, is
21 hereby ratified and confirmed and the parties are bound by each and every provision included in
22 said Agreement, which is made a part of this Decree as though fully set forth herein.

23 Each party received the above described real and personal property subject to any
24 encumbrances thereon and shall hold the other party harmless from any liability thereon, and each
25 party shall pay obligations incurred by themselves subsequent to their separation and hold the
26 other harmless from any liability thereon.

JUDGMENT AND DECREE OF DISSOLUTION OF MARRIAGE - 2 -

ATTORNEYS AT LAW
Simsco Hotel Building
767 Willamette Street, Suite 208
Eugene, Oregon 97401
TELEPHONE: (503) 484-2422

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1 9. Judgment. Petitioner is hereby granted judgment against Respondent in the sum of
2 \$40,000. The judgment shall be payable as follows:

3 A. The sum of \$25,000 upon acquisition of the Judgment and Decree of
4 Dissolution of Marriage ending their marriage; the balance, \$15,000, shall be paid as follows:

5 B. The sum of \$5,000 on the date one year from the date of the Judgment and
6 Decree of Dissolution of Marriage; and

7 C. \$5,000 on each yearly anniversary date thereafter until the balance is paid.

8 D. Interest shall not accrue on the balance to be paid if the yearly payments are
9 made in a timely fashion. If they are not, interest shall accrue at the statutory rate of nine
10 percent (9%) per annum.

11 E. As long as Respondent makes all payments as required, Petitioner shall not
12 be allowed to execute on the judgment.

13 10. Attorney Fees. Each party agrees to pay their own attorney fees and costs incurred in
14 this proceeding.

15 11. Relevant Data. The facts required by ORS 107.085(3) are set forth in Exhibit "2",
16 attached to this Decree and incorporated herein.

17 12. Withdrawal of Attorney. Donald D. Diment, Jr., attorney of record for Petitioner and
18 Douglas W. Moore, attorney of record for Respondent, shall be and hereby are allowed to
19 withdraw as attorneys for Petitioner and Respondent, respectively, and the Clerk of the Court is
20 hereby ordered to enter such withdrawals of record.

21 13. Money Judgments.

22 A. Division of Property and Debts.

Judgment Creditor: Linda Susan Cox

Judgment Creditor's Attorney: Donald D. Diment, Jr.

Judgment Debtor: Robert Mark Cox

Amount of Judgment: \$40,000.00*

* \$25,000 upon acquisition of the Judgment and Decree of Dissolution of

JUDGMENT AND DECREE OF DISSOLUTION OF MARRIAGE - 3 -

ATTORNEYS AT LAW
Smeede Hotel Building
767 Williamette Street, Suite 208
Eugene, Oregon 97401
TELEPHONE: (503) 484-2422

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Marriage ending their marriage; the balance, \$15,000, shall be paid as follows: (a) The sum of \$5,000 on the date one year from the date of the Judgment and Decree of Dissolution of Marriage; and (b) \$5,000 on each yearly anniversary date thereafter until the balance is paid.

Interest owed to date: None

Post-Judgment Interest: Interest shall not accrue on the balance to be paid if the yearly payments are made in a timely fashion. If they are not, interest shall accrue at the statutory rate of 9% per annum (simple interest).

DATED this 20th day of March, 1992.


Circuit Court Judge

SUBMITTED BY:

DIMENT, BILLINGS & WALKER

Donald D. Diment, Jr., OSB#68039
Trial Attorney for Petitioner

ATTORNEYS AT LAW
Sinside Hotel Building
787 Willamette Street, Suite 208
Eugene, Oregon 97401
TELEPHONE: (503) 484-2422

JUDGMENT AND DECREE OF DISSOLUTION OF MARRIAGE - 4 -

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MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is being entered into between LINDA SUSAN COX, hereinafter called Wife and ROBERT MARK COX, hereinafter called Husband.

RECITALS

1. The parties were married in Albany, Linn County, Oregon on February 17, 1973, and have ever since been husband and wife.

2. Two children were born or adopted as issue of this marriage, Robert Michael Cox, born May 25, 1976 and Linda Kathleen Cox, born March 24, 1980.

3. Irreconcilable differences have arisen between the parties which have caused the irremediable breakdown of the marriage and the parties are currently living separate and apart.

4. There is a domestic relations suit to dissolve this marriage pending in the Circuit Court of the State of Oregon for Lane County.

5. The parties desire by this agreement to voluntarily and equitably settle and adjust between themselves child custody, visitation, spousal support, their respective property rights, responsibility for debts and attorney fees and costs, subject to final decree of the court.

IT IS THEREFORE AGREED:

A. AFTER ACQUIRED PROPERTY: All property hereinafter acquired by either of the parties shall be the sole and separate property of the party acquiring the same. Each of the parties does waive all rights in or to such future acquisitions of the other.

B. FUTURE DEBTS AND OBLIGATIONS: Except as herein otherwise specified, each party is released and absolved of any and all obligations and liabilities for future acts and deeds of the other as of the date of their separation. Each party hereby releases the other from any and all liability, debts or obligations of any kind and character incurred by the other after this date and from any and all claims and demands, including all claims of either party upon the other for support and maintenance as Wife or Husband, or otherwise, it being understood that this agreement is intended to settle the rights of the parties hereto in all respects.

C. RIGHT TO DISPOSE OF PROPERTY: Each party hereto hereby waives any and all right to inherit the estate of the other at

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his or her death or take property from the other by devise or bequest, unless under a will executed subsequent to the effective date hereof, or to claim any family allowance or probate homestead or to act as personal representative of the other unless under a will executed subsequent to the effective date of this agreement. Each party shall have an immediate right to dispose of or bequeath by will his or her respective interest in any property belonging to him or her. This right shall extend to all property including property set over to either under this agreement.

D. JOINT CUSTODY:

1. Husband and Wife agree that each is a fit and proper person to care for their children and they agree that they shall jointly share the legal custody and responsibility for the children. However, Husband shall have the physical custody of Robert Michael Cox and Wife shall have the physical custody of Linda Kathleen Cox.

2. Each party shall make ordinary day to day decisions regarding the upbringing of each child in their primary physical custody. The parties further agree to consult and to seek to obtain agreement in advance with regard to any activity of the children which could reasonably be expected to be of significant concern to, or impact upon, the other. The parties further agree that major decision affecting the children's health, welfare, education and upbringing shall be made by the parties jointly, after discussion and consultation with one another. The only exception to the provision shall be that of an emergency reasonably necessitating immediate attention and decision making.

3. The parties agree that each shall reasonable visitation with the minor child in the other parties physical custody and, that among other things, reasonable visitation shall include a fair division of the major holidays and school vacations and shall include arrangements so that Linda Kathleen Cox shall spend additional time in Husband's care during the summer so that she and Robert Michael Cox can be together.

4. Both parties will provide contact telephone numbers and addresses to each other and will notify the other of any change in phone number or address. Each party shall have the unlimited right to correspond with their children and to telephone a child during reasonable hours without interference or monitoring by the other parent or anyone else.

Page 2, MARITAL SETTLEMENT AGREEMENT
COX

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E. CHILD SUPPORT:

1. Neither party shall be obligated to pay child support to the other party and each waives child support. However, the parties both believe in the value of post-secondary education. Husband agrees that he will pay all of Robert Michael Cox' post-secondary education costs. Husband further agrees that he will pay a portion of Linda Kathleen Cox' post-secondary education costs equal to his percentage share of the total income earned by himself and wife.

2. Husband shall be entitled to claim Robert Michael Cox as a dependant for income tax purposes; wife shall be entitled to claim Linda Kathleen Cox as a dependant for income tax purposes. Each party agrees to execute and deliver to the other party any form necessary to effect this provision within ten days of the request made by the other party.

F. HEALTH CARE INSURANCE: Wife agrees to maintain such health care insurance as is available to her for the benefit of the minor children through her employment and to provide health care insurance coverage for the minor children. The parties agree that they will be jointly responsible for and each will pay fifty percent of all reasonable and necessary uninsured health care costs of the minor children.

G. LIFE INSURANCE: Each party shall receive and be awarded their respective life insurance policies. Each party agrees to maintain their life insurance policies naming the minor children as irrevocable beneficiaries thereof so long as the child is a minor or a child attending school as that term is defined in ORS 107.108. Each party shall require their respective insurance company to provide the other party with thirty days written notice prior to cancellation of their policy. During the term of the obligation to maintain insurance, each party shall furnish the other, upon request, evidence that the proper life insurance is in force, with the appropriate beneficiary designation in effect. A constructive trust shall be imposed over the proceeds of any insurance owned by either party at the time of his or her death if he or she fails to maintain insurance or if insurance is maintained but another beneficiary designated to receive funds. Each party is prohibited from borrowing any monies from or against their respective life insurance policies. Each party shall be required to provide a certified copy of this agreement to the appropriate life insurance companies, to notify the companies as to the terms of this agreement and instruct them to update their records to guarantee compliance herewith. Each

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party shall provide the proof of compliance with this provision within 30 days of the date of this agreement.

H. PENSION BENEFICIARIES: Wife agrees that she will name the children as the irrevocable beneficiaries of her retirement and pension benefits provided by her present employer and will do so so long as each remains a minor or a child attending school as that term is defined by ORS 107.108.

I. SPOUSAL SUPPORT: Each party waives any support or inheritance rights that either party may have against the other.

J. HUSBAND'S PROPERTY: Husband shall receive the following as his own separate property free and clear of any claim of Wife, subject to any indebtedness thereon, from which he shall hold Wife harmless:

1. The real property located in Linn County, Oregon, more particularly described as follows:
Beginning at a point on the South line of and South 89° 57' East, 2432.10 feet from the Southwest corner of the Samuel Hardman Donation Land Claim No. 54, Township 11, South, Range 2 West, Willamette Meridian, Linn County, Oregon; running thence South 89° 57' East, 1436.16 feet; thence North 0° 06' 20" West, 1307.02 feet; thence North 89° 57' West, parallel to the South line of said DLC No. 54, 1432.57 feet; thence South 0° 03' 07" West, 1307.02 feet to the point of beginning.
2. All farm machinery, equipment, crops (both harvested and those still in the ground) and other assets of Husband's farming operation.
3. All financial accounts in his name, including those at banks and savings and loans and the following joint accounts of the parties:
 - A. The US Bank money market account bearing number 022 4088 672 in the approximate amount of \$5,500.
 - B. The time deposit at U S Bank bearing account number 022-Cox M 404142 and deposit number 14210 59877, with an approximate value of \$17,200.
4. All IRA and Keough accounts in his name.
5. All vehicles presently in his possession as well as the furniture, furnishings and appliances and

Page 4, MARITAL SETTLEMENT AGREEMENT
COX

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5. All vehicles presently in his possession as well as the furniture, furnishings and appliances and other personal property presently in his possession, together with his personal effects, belongings and clothing.

K. WIFE'S PROPERTY: Wife shall receive the following as her own separate property free and clear of any claim of Husband, subject to any indebtedness thereon, from which she shall hold Husband harmless:

1. Her Northwest Natural Gas stock certificates valued at approximately \$2,500.
2. All rights and interest she has in her pension or retirement plan maintained by her employer.
3. All vehicles presently in her possession as well as the furniture, furnishings and appliances and other personal property presently in her possession, together with her personal effects, belongings and clothing.
4. All financial accounts in her name, including those at banks and savings and loans.

L. DEBTS:

1. Husband shall be solely responsible for the following obligations and hold Wife harmless therefrom:
 - a. That debt to Robert V. Cox in the amount of \$15,000
 - b. The debt to Fisher Implement Company in the approximate amount of \$31,000
 - c. The debt encumbering his vehicle or any other property awarded that Husband is to receive by this agreement
 - d. All credit card or charge card debt in Husband's name and incurred by Husband.
2. Wife shall be solely responsible for the following obligations and hold Husband harmless therefrom:
 - a. All credit card or charge card debt in Wife's name and incurred by Wife.

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b. The debt encumbering her vehicle or any other property that Wife is to receive by this agreement.

3. Each party agrees to hold the other harmless from all debts incurred by him or her individually after the date of their separation.

M. SETTLEMENT JUDGMENT: Husband agrees to pay to Wife the sum of \$40,000. Husband agrees to pay Wife the sum of \$25,000 upon acquisition of the judgment of dissolution ending their marriage. The balance, \$15,000, shall be paid as follows:

1. The sum of \$5,000 on the date one year from the date of the judgment of dissolution; and
2. \$5,000 on each yearly anniversary date thereafter until the balance is paid.
3. Interest shall not accrue on the balance to be paid if the yearly payments are made in a timely fashion. If they are not, interest shall accrue at the statutory rate of nine percent (9%) per annum.

N. ATTORNEY FEES: Each party agrees to pay their own attorney fees and costs incurred in this proceeding. If any suit, action or appeal from the decision in the pending suit to dissolve this marriage is instituted to establish, obtain or enforce any right resulting from this agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements, such additional sums as the court may adjudge reasonable as attorney fees, both in the trial and the appellant courts.

O. FULL DISCLOSURE: The parties acknowledge that the provisions of this agreement are fair, adequate and satisfactory and that each of them has entered into it freely and voluntarily after mature consideration. Each party is thoroughly familiar with the assets of the other, and no agreements between the parties or inducements for the execution of this agreement other than those contained herein have been made, promised or expected. Except as otherwise provided herein, each party does hereby release the other from any liabilities, debts, or obligations of every kind and character theretofore incurred and from any and all claims and demands, including all claims of either party upon the other for support and maintenance as Wife or Husband, it being understood that this agreement is intended to settle the rights of the parties in all respects.

P. BINDING EFFECT: The provisions hereof shall inure to the benefit of and be binding upon the heirs, assigns, personal

Page 6, MARITAL SETTLEMENT AGREEMENT
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representatives and all other successors in interest to the parties.

Q. INCORPORATION INTO DECREE: Each party shall, at any hearing on any domestic relations suit between them, ask that court approve, ratify and confirm this agreement, to incorporate it in any decree entered herein and to require each party to comply with all the terms hereof.

R. NECESSARY DOCUMENT: Each party shall execute and deliver to the other any documents reasonably required to accomplish the intention of this agreement within 15 days from the date hereof. If either party fails to comply with the provisions of this paragraph, this agreement shall constitute an actual grant, assignment and conveyance of property rights in such manner and with such force and effect as shall be necessary to effectuate the terms of this agreement.

S. WAIVER OF BREACH: No waiver of any breach by either party of the terms of this agreement shall be deemed a waiver of any subsequent breach. No modification of this agreement shall be binding upon either of the parties unless reduced to writing and subscribed by both parties or ordered by the court.

T. RIGHT TO CONTEST: Nothing herein contained shall limit the right of either party to contest any domestic relations suit between them or to file a countersuit against the other party, but at any hearing on such suit this agreement shall be considered a full and complete settlement of all property rights between the parties and in such case, neither party shall maintain or claim or demand whatsoever against the other for property, support, suit money or attorney fees not provided for in this agreement.

U. COMPLETE AGREEMENT: Both parties acknowledge that no representations of any kind have been made to them other than the representations set forth herein. Both parties further acknowledge that this agreement contains all of the terms of the parties' agreement and constitutes the entire understanding between the parties.

V. PARTIAL INVALIDITY: If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

W. MODIFICATION: No modification of this agreement shall bind either party unless reduced to writing and subscribed by both parties or ordered by a court.

X. REPRESENTATION: Each of the parties hereby acknowledges that each has been represented by counsel or sought such legal or

Page 7, MARITAL SETTLEMENT AGREEMENT
COX

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other advice as he or she deemed necessary during the then negotiations on the drafting and execution of this agreement; that each party has thoroughly reviewed this agreement. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable in the interpretation of this agreement or any documents executed and delivered under this agreement.

Y. PARAGRAPH HEADINGS: The headings of particular paragraphs are inserted only for convenience and are not a party of this agreement or a limitation of the scope of the particular paragraph to which each refers.

IN WITNESS WHEREOF, the parties have executed this agreement and three duplicate originals on the dates set forth below.

Linda Susan Cox
LINDA SUSAN COX, Petitioner

Robert Mark Cox
ROBERT MARK COX, Respondent

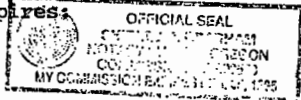
DATED 3-17-92

DATED 3-2-92

STATE OF OREGON, County of Linn) ss

Personally appeared before me Linda Susan Cox and acknowledge the foregoing agreement to be her voluntary act on the 17 day of March, 1992.

Shirley R. Brabham
Notary Public for Oregon
My Commission Expires:



STATE OF OREGON, County of Linn) ss

Personally appeared before me Robert Mark Cox, and acknowledged the foregoing agreement to be his voluntary act on the 2nd day of March, 1992.

Edward M. Dutton
Notary Public for Oregon
My Commission Expires: 1-24-94

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IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR LANE COUNTY

In the Matter of the Marriage of:

LINDA SUSAN COX,

Petitioner,

and

ROBERT MARK COX,

Respondent.

Case No. 15-91-09008

RELEVANT DATA

HUSBAND:

Name: Robert Mark Cox
Residence: 35554 Spicer Drive, Lebanon, OR
Date of Birth: October 29, 1953
Age: 38
SSN: 542-70-3069
No. of Marriage: First

WIFE:

Name: Linda Susan Cox
Residence: 655 Good Pasture Island Rd., #58, Eugene, OR
Date of Birth: July 8, 1952
Age: 39
SSN: 542-66-1630
No. of Marriage: First

PLACE OF THIS MARRIAGE: Albany, Linn County, Oregon

DATE OF THIS MARRIAGE: February 17, 1973

MINOR CHILDREN OF MARRIAGE:

Name: Robert Michael Cox
Date of Birth: May 25, 1976
SSN: unknown

Name: Linda Kathleen Cox
Date of Birth: March 24, 1980
SSN: unknown

RELEVANT DATA

Exhibit "2"
Page 1 of 1.

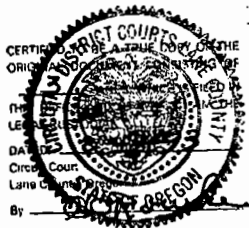
ATTORNEYS AT LAW
Smeade Hotel Building
767 Willamette Street, Suite 208
Eugene, Oregon 97401
TELEPHONE: (503) 484-2422

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STATE OF OREGON
County of Linn

I hereby certify that the attached
was received and duly recorded
by me in Linn County records.

STEVE DRUCKENMILLER
Linn County Clerk MF 653

By [Signature], Deputy PAGE 791

M
R 70
S 70
A 20
O

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

WELL I.D. LABEL# L 122818
START CARD # 1031908
ORIGINAL LOG #

OCT 14 2016

(1) LAND OWNER Owner Well I.D. 5717
First Name _____ Last Name _____
Company Mark Cox Farms
Address 35554 Spicer Dr.
City Lebanon State OR Zip 97355

(2) TYPE OF WORK New Well Deepening Conversion
 Alteration (complete 2a & 10) Abandonment (complete 5a)

(2a) PRE-ALTERATION
Dia + From To Gauge Stl Plstc Wld Thrd
Casing: _____
Material From To Amt sacks/lbs
Seal: _____

(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 300 ft.

BORE HOLE SEAL sacks/lbs

Dia	From	To	Material	From	To	Amt	Seal
16	0	19	Bentonite	0	19	30	S
12	1	159			Calculated	22	
10	2	160			Calculated		

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

(5a) ABANDONMENT USING UNHYDRATED BENTONITE
Proposed Amount Pounds Actual Amount Pounds

(6) CASING/LINER
Casing Liner Dia + From To Gauge Stl Plstc Wld Thrd
 10 2 160 250
Shoe Inside Outside Other Location of shoe(s) _____
Temp casing Yes Dia 12 From 1 To 159

(7) PERFORATIONS/SCREENS
Screens Type _____ Material _____

Perf/S	Casing/Screen	Perf	Casing	Dia	From	To	Scrn/slot width	Slot length	# of slots	Tele/pipe size
				10	20	160	.375	11	1,000	

(8) WELL TESTS: Minimum testing time is 1 hour
 Pump Bailer Air Flowing Artesian
Yield gal/min Drawdown Drill stem/Pump depth Duration (hr)
550 140 1
1,000 300 1

Temperature 53 °F Lab analysis Yes By _____
Water quality concerns? Yes (describe below) TDS amount 78
From To Description Amount Units

(9) LOCATION OF WELL (legal description)
County LINN Twp 11 S N/S Range 2 W E/W WM
Sec 30 NW 1/4 of the NE 1/4 Tax Lot 501
Tax Map Number _____ Lot _____
Lat _____ " or _____ DMS or DD
Long _____ " or _____ DMS or DD
 Street address of well Nearest address
Across from 35554 Spicer Dr. - Lebanon, OR 97355

(10) STATIC WATER LEVEL

Existing Well / Pre-Alteration	Date	SWL(psi)	+ SWL(ft)
Completed Well	09-27-2016		12

Flowing Artesian? Dry Hole?

WATER BEARING ZONES Depth water was first found 19

SWL Date	From	To	Est Flow	SWL(psi)	+ SWL(ft)
09-21-2016	19	60	100		12
09-21-2016	63	200	500		12
09-22-2016	200	300	400		12

(11) WELL LOG Ground Elevation _____

Material	From	To
Topsoil	0	2
Brown clay with gravel	2	15
Cemented sand & gravel	15	30
Cemented gravel & sand	30	32
Brown clay	32	40
Cemented sand & gravel	40	57
Sand & gravel	57	60
Grey clay	60	63
Sand & gravel	63	95
Cemented sand & gravel	95	107
Gray clay with gravel	107	111
Cemented sand & gravel	111	115
Gray clay	115	118
Sand & gravel	118	130
Cemented sand & gravel	130	135
Blue gray clay	135	140
Sand & gravel with wood	140	152
Brown clay	152	155
Gray clay	155	170

Date Started 09-20-2016 Completed 09-27-2016

(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 1888 Date 09-20-2016
Signed *Ken B. Bell*

(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 1684 Date 09-30-2016
Signed _____
Contact Info (optional) jonesfilling@hotmail.com

6-18497A

