

Application for a Permit to Use Groundwater



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

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OCT 12 2017

Water-Use Permit Application Processing

SALEM, OR

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 \$260. 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 \$410 for the applicant and \$810 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

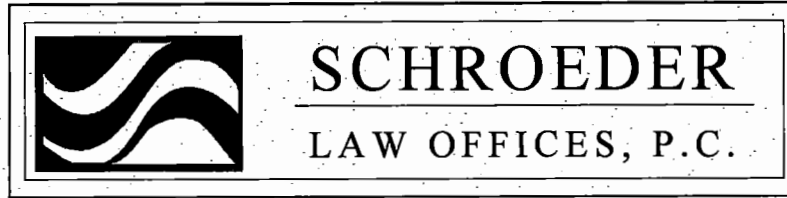
If no protests are filed, the Department issues a Final Order consistent with the PFO. If the application is approved, a permit is issued that specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

Laura A. Schroeder
Oregon, Idaho,
Nevada, Washington & Utah

Therese A. Ure
Oregon & Nevada

Sarah R. Liljefelt
Oregon,
California & Utah

William F. Schroeder
(1928 - 2015)



Lindsay M. Thane
Oregon

Wyatt E. Rolfe
Of Counsel
Oregon & Washington

James Browitt
Of Counsel
Idaho & Washington

October 11, 2017

VIA U.S. MAIL

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301

RE: Application for a Groundwater Permit

To Whom It May Concern:

Enclosed for processing on behalf of Miloris Water Association, Inc. is an Application for a Permit to Use Groundwater with enclosures, and a check for the \$2560.00 application fee.

Thank you for your assistance with this matter. Please contact our office if anything further is needed to process the Application.

Very truly yours,
SCHROEDER LAW OFFICES, P.C.

Sarah R. Liljefelt

SRL:imt

Enclosures

cc: Client

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1915 NE Cesar E. Chavez Boulevard, Portland, Oregon 97212 (503) 281-4100

10615 Double R Boulevard, Reno, Nevada 89521 (775) 786-8800

www.water-law.com counsel@water-law.com

{P0380674; 1459.01 LMT}

G-18520

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

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Attachments:

- Land Use Information Form with approval and signature of local Planning Department (*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: \$ 2,560
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)

Application for a Permit to Use Groundwater



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			PHONE (HM)
PHONE (WK)	CELL		FAX
ADDRESS			
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CITY	STATE	ZIP	E-MAIL*
OCT 12 2017			

Organization Information

NAME		PHONE	FAX
MILORIS WATER ASSOCIATION, INC. C/O ROBERT JACKSON, PRESIDENT		503-366-3710	SALEM, OR
ADDRESS			CELL
36358 MILORIS WAY PO BOX 250			503-703-6208
CITY	STATE	ZIP	E-MAIL*
COLUMBIA CITY	OR	97018	

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

AGENT / BUSINESS NAME		PHONE	FAX
SCHROEDER LAW OFFICES, PC, ATTN: SARAH LILJEFELT		503-281-4100	877-600-4971
ADDRESS			CELL
1915 NE CESAR E CHAVEZ BLVD			
CITY	STATE	ZIP	E-MAIL*
PORTLAND	OR	97212	COUNSEL@WATER-LAW.COM

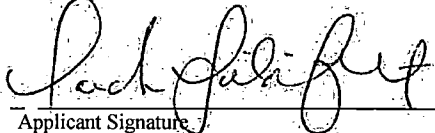
Note: Attach multiple copies as needed

* 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

Sarah Liljefelt, Attorney for Applicant
Print Name and title if applicable

10/11/2017
Date

For Department Use		
App. No. <u>G-18322</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*).

See attached.

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.

See attached.

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
COLU 1413/COLU 50731	McBride Creek	Approx. 2000 feet	
COLU 51235	McBride Creek	Approx. 2000 feet	

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

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22587-5
SECTION 3: WELL DEVELOPMENT, CONTINUED

Total maximum rate requested: 0.06 cfs (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)
Well 1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	COLU 1413/ COLU 50731	<input type="checkbox"/>	6"	1-75' (liner extends to 500')	440-490'	Not stated in COLU 50731*	185' on 10/20/1997	Basalt	500'	27 gpm	N/A
Well 2	<input type="checkbox"/>	<input checked="" type="checkbox"/>	COLU 51235	<input type="checkbox"/>	6"	2-300' (liner extends to 503')	461-503'	0-299'	390' on 11/03/1999	Basalt	605'	27 gpm	N/A

* 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.

* Please see groundwater review completed for Permit G-13890 for conclusions related to well construction.

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SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Quasi-municipal	January 1 – December 31 annually	N/A

For irrigation use only:
 Please indicate the number of primary and supplemental acres to be irrigated (*must match map*).
 Primary: _____ Acres Supplemental: _____ Acres
 If you listed 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: _____
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.
- If the use is **mining**, describe what is being mined and the method(s) of extraction (*attach additional sheets if necessary*): _____

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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): Well 1: 1.5 hp submersible pump (10 gpm); Well 2: 5 hp submersible pump (20 gpm)

Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. Water is pumped from the wells into a 12,000 gallon storage tank that acts as a "bulge in the system." Water is metered before collection in the storage tank. Water from the storage tank is re-pressurized and transported through a 4-inch underground mainline. Each property has a separate underground water line from the mainline, and each property has its own water meter.

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler) (*attach additional sheets if necessary*)

Underground pipelines directly to homes. Outdoor water use at homes accomplished by water hoses and sprinklers.

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 (*attach additional sheets if necessary*).

The amount of water requested (0.06 cfs) is consistent with prior water use and allows for up to four more homes to be added to the system. Underground pipelines are used to convey water to homes without waste. Water is not discharged directly into any surface water streams.

SECTION 6: STORAGE OF GROUNDWATER IN A RESERVOIR

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

Reservoir name: _____ Acreage inundated by reservoir: _____

Use(s): _____

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

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 GROUNDWATER FROM THE RESERVOIR

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

Annual volume (acre-feet): _____

USE OF STORED GROUNDWATER	PERIOD OF USE

SECTION 8: PROJECT SCHEDULE

Date construction will begin: Construction is complete as to the homes already served

Date construction will be completed: Construction is complete as to the homes already served

Date beneficial water use will begin: Water has already been beneficially used as to the homes currently served

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	Address	
City	State	Zip

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SECTION 10: REMARKS

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

Miloris Water Association, Inc. ("Miloris") is a public utility currently serving seven homes with water, with total anticipated future service to no more than eleven homes total. Miloris has an easement and exclusive rights to use Wells COLU 1413/50731 and 51235 per the attached Water Easement, Memorandum of Water Agreement, and Water Agreement. Miloris previously exercised its access and use rights to provide water to its members under Permit G-13890 (domestic expanded water use), but recently discovered the permit was cancelled due to nonresponse to Oregon Water Resources Department's correspondence by the named permit holder. Therefore, Miloris is correcting the situation by applying for a new groundwater permit to replace the cancelled permit.

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SALEM, OR

colu
50731

JUN 1 1998

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JUL 30 1998

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

WELL I.D. # L 19670
WATER RESOURCES DEPT. CARD # 98747

Instructions for completing this report are on the last page of this form.

SALEM, OREGON

(1) OWNER: Well Number _____
Name VORIS PROBST
Address 36380 MELONS LANE
City COLUMBIA CITY State OR Zip 97018

(9) LOCATION OF WELL by legal description:
County COLUMBIA Latitude _____ Longitude _____
Township 5N N or S Range 2W E or W. WM.
Section 2A SE 1/4 NW 1/4
Tax Lot 0101 Lot _____ Block _____ Subdivision _____
Street Address of Well (or nearest address) 36380 MELONS LANE, COLUMBIA CITY OR 97018

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

(10) STATIC WATER LEVEL:
135 ft. below land surface. Date 10/20/97
Artesian pressure _____ lb. per square inch. Date _____

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

(11) WATER BEARING ZONES:
Depth at which water was first found 450

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

From	To	Estimated Flow Rate	SWL
<u>450</u>	<u>480</u>	<u>15 GPM</u>	<u>185</u>
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(5) BORE HOLE CONSTRUCTION:
Special Construction approval Yes No Depth of Completed Well 500 ft.
Explosives used Yes No Type _____ Amount _____

HOLE		SEAL		Sacks or pounds
Diameter	From To	Material	From To	
<u>6</u>	<u>170</u> <u>500</u>			

(12) WELL LOG: OCT 12 2017
Ground Elevation _____

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

Material	From	To	SWL
<u>BLACK BASALT</u>			
<u>W/LAYERS OF</u>			
<u>TAN SANDSTONE</u>	<u>170</u>	<u>500</u>	<u>185</u>

(6) CASING/LINER:
Diameter From To Gauge Steel Plastic Welded Threaded
Casing: 8 _____ _____ _____ _____
Liner: 4.5 3 500 _____

THIS WELL WAS COMPLETELY DRY WHEN DEEPENING BEGAN
RECEIVED

Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:
 Perforations Method DRILL HOLE
 Screens Type _____ Material _____
From To Slot size Number Diameter Tele/pipe size Casing Liner
4.90 4.40 2 2 PFT 4.5

DEC 04 1998
WATER RESOURCES DEPT.
SALEM, OREGON

(8) WELL TESTS: Minimum testing time is 1 hour

Pump Bailor Air Flowing Artesian
Yield gal/min 156 gpm Drawdown _____ Drill stem at _____ Time 1 hr.
Temperature of water 52° Depth Artesian Flow Found _____

Date started 10/13/97 Completed 10/20/97
(unbonded) Water Well Constructor Certification:

Was a water analysis done? Yes By whom _____
Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other _____
Depth of strata: _____

I certify that the work I performed on the construction, 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.

WWC Number _____ Date _____

(bonded) Water Well Constructor Certification:
I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.

WWC Number 1480
Signed A.M.C. [Signature] Date 10/30/97

G-10520

COLU
51235

OCT 12 2017

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

WELL I.D. # L 37249
START CARD # 126910

SALEM, OR

Instructions for completing this report are on the last page of this form.

(1) OWNER: Well Number _____
Name VORIS PROBST
Address 36380 MILORIS WAY
City COLUMBIA CITY State OR Zip 97018

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

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

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

(5) BORE HOLE CONSTRUCTION:
Special Construction approval Yes No Depth of Completed Well 605 ft.
Explosives used Yes No Type _____ Amount _____

HOLE				SEAL			
Diameter	From	To	Material	From	To	Sacks or pounds	
10	0	100	Cem/Bent	0	100		
8	100	299	Cem/Bent	100	299	94	SKS
6	299	548					
5	548	605					

How was seal placed: Method A B C D E
 Other

Backfill placed from _____ ft. to _____ ft. Material _____
Gravel placed from _____ ft. to _____ ft. Size of gravel _____

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 6"	+2	300	250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liner: 5"	230	503	250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:

Perforations Method TORCH
 Screens Type _____ Material STEEL

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
461	503	1/8x12	84			<input type="checkbox"/>	<input checked="" type="checkbox"/>

(8) WELL TESTS: Minimum testing time is 1 hour

Yield gal/min	Drawdown	Drill stem at	Flowing Time
25		600	1 hr.

Temperature of water 56°F Depth Artesian Flow Found _____
Was a water analysis done? Yes By whom _____
Did any strata contain water not suitable for intended use? Too little
 Salty Muddy Odor Colored Other _____
Depth of strata: _____

(9) LOCATION OF WELL by legal description:
County COLUMBIA Latitude _____ Longitude _____
Township 5N N or S Range 1W E or W. WM.
Section 28 NE 1/4 SW 1/4
Tax Lot 300 Lot _____ Block _____ Subdivision _____
Street Address of Well (or nearest address) 36300 MILORIS WAY

(10) STATIC WATER LEVEL:
390 ft. below land surface. Date 11/03/99
Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:
Depth at which water was first found 508

From	To	Estimated Flow Rate	SWL
508	548	25 GPM	390

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NOV 09 1999

(12) WELL LOG:
Ground Elevation _____

WATER RESOURCES DEPT
SALEM, OREGON

Material	From	To	SWL
Topsoil	0	2	
Brown silty clay	2	54	
Sticky dark brown clay	54	96	
Firm brown basalt	96	104	
Firm gray-black basalt	104	158	
Soft brown basalt	158	165	
Firm gray-black basalt	165	248	
VOID loss circ.-no returns	248	256	
Firm formation-no returns	256	296	
Firm gray-black basalt	296	393	
Hard gray basalt	393	458	
Firm gray-black basalt	458	468	
Firm blue-gray clatstone (caving)	468	500	
Firm gray-black basalt	500	605	390

Date started 10/11/99 Completed 11/03/99
(unbonded) Water Well Constructor Certification:

I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards. Materials used and information reported above are true to the best of my knowledge and belief.

WWC Number _____
Signed _____ Date _____

(bonded) Water Well Constructor Certification:

I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.

WWC Number 1266
Signed _____ Date 11/05/99

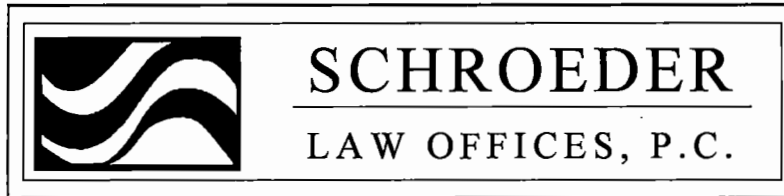
Gr-18569

Laura A. Schroeder
Oregon, Idaho,
Nevada, Washington & Utah

Therese A. Ure
Oregon & Nevada

Sarah R. Liljefelt
Oregon,
California & Utah

William F. Schroeder
(1928 - 2015)



Lindsay M. Thane
Oregon

Wyatt E. Rolfe
Of Counsel
Oregon & Washington

James Browitt
Of Counsel
Idaho & Washington

October 12, 2017

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VIA US AND ELECTRONIC MAIL

OCT 16 2017

Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301
Email: webmaster@wrд.state.or.us

SALEM, OR

RE: Application for a Groundwater Permit: Land Use Information Form

To Whom It May Concern:

Please find enclosed the original Land Use Information Form for Miloris Water Association, Inc.'s Application for a Permit to Use Groundwater, submitted by U.S. mail under cover letter dated October 11, 2017. A copy of the form was unintentionally submitted rather than the original.

Please contact our office if anything further is needed.

Very truly yours,
SCHROEDER LAW OFFICES, P.C.

Sarah R. Liljefelt

MRF:srl

Enclosure

cc: Client

1915 NE Cesar E. Chavez Boulevard, Portland, Oregon 97212 (503) 281-4100

10615 Double R Boulevard, Reno, Nevada 89521 (775) 786-8800

www.water-law.com counsel@water-law.com

Land Use Information Form

OCT 16 2017

SALEM, OR



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

Applicant: Miloris Water Association, Inc.
First Last

Mailing Address: 36343 Miloris Way

Columbia City OR 97018 Daytime Phone: (503) 366-3710
City State 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:
5N	1W	28CA	NE SW	4000, 4002, 4100 (portion), 4200, 4300, 4400, 4500, 4600, 4700, 4800, 4900, 5100 (portion)	RR-2 (TL 4000 is also PF, but the portion of TL 4000 that will be part of the application is currently being designated as a separate tax lot that will be RR)	<input checked="" type="checkbox"/> Diverted (Diverted on TL 4002)	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Quasi-municipal
5N	1W	28CA	NW SW	5100 (portion)	RR-2	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Quasi-municipal
5N	1W	28CA	SE NW	4100 (portion)	RR-2	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Quasi-municipal

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Columbia 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 Groundwater Registration Modification
 Limited Water Use License
 Allocation of Conserved Water
 Exchange of Water

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

Estimated quantity of water needed: 0.06 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:

Miloris Water Association, Inc. currently serves 7 homes with a maximum service of 11 homes anticipated. Permit G-13890 was cancelled without the Association's knowledge, and the Association is applying for a replacement water use permit to provide water to homes.

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): Rural Residential - 2
- 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
RECEIVED BY OWRD		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
OCT 16 2017		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
SALEM, OR		<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.



Name: Deborah S. Jacob Title: Planner II
 Signature: Deborah S. Jacob Phone: 503-377-7260 Date: 10/6/17
 Government Entity: _____

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: _____

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: Miloris Water Association, Inc.
First Last

Mailing Address: 36343 Miloris Way

Columbia City OR 97018 Daytime Phone: (503) 366-3710
City State 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:
						Diverted	Conveyed	Used	
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5N	1W	28CA	NW SW	5100 (portion)	RR-2	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Quasi-municipal
5N	1W	28CA	SE NW	4100 (portion)	RR-2	<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Quasi-municipal

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Columbia County	RECEIVED BY OWRD OCT 12 2017
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B. Description of Proposed Use

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

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

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

Estimated quantity of water needed: 0.06
 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:

Miloris Water Association, Inc. currently serves 7 homes with a maximum service of 11 homes anticipated. Permit G-13890 was cancelled without the Association's knowledge, and the Association is applying for a replacement water use permit to provide water to homes.

G-13890

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): Rural Residential - 2

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
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

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



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Name: Deborah S. Jacob Title: Planner II
 Signature: Deborah S. Jacob Phone: 503-377-7260 Date: 10/6/17
 Government Entity: _____

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: _____



Oregon Water Resources Department

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FOR MUNICIPAL AND QUASI MUNICIPAL WATER SUPPLIES

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Unless otherwise noted, water use information should be in acre-feet per year (AFY).
1 acre-foot is equal to 325,851 gallons.

Background Information

Name of water supplier: Miloris Water Association, Inc.

Name and size of area to be served: 30 acres = 0.05 square mile
(in square miles)

Present population of service area: 14 people (7 homes)
(Contact county planning staff, if needed.)

Projected population in 20 years: 33 people (11 homes maximum with 3 persons per home)
(Cite source and year. For example: "20,595 Based upon 1995 Portland State University projections.")

List present water rights and permits held:

Table with 4 columns: Date of Issuance, Natural Source of Water, Amount Permitted, Utilization. Contains 4 rows of empty lines for data entry.

Water Use

Average yearly demand: 0.392 (127,750 gal) AFY Year: 2017

Per-capita daily consumption (in gallons): Approx. 25 gallons/person/day
(Divide average annual water sales by population to arrive at consumption, then divide by 365 to get daily values.)

Peak season (by month/day): June 1 to Sept 30 Total peak season demand: 0.21 Acre-feet

Peak season per-capita daily consumption: Approx. 40 gallons/person/day
(Divide total peak season demand by population and the number of days during the peak.)

Annual amount of water:

Produced: 127,750 gallons (projected)
(diverted or pumped)

Delivered: 127,750 gallons (projected)

Is your system fully metered? Yes No

Describe your rate structure: Flat Rate
(e.g. flat rate, increasing or decreasing block rate or combination of different systems)

Request for Water

A. Discuss the reason(s) for your request for additional water

(e.g. loss of current supply, peak demand, growth, or other):

No "additional" water requested. Miloris Water Association, Inc. is applying for a replacement water use permit after Permit G-13890 was canceled without the Association's knowledge.

B. How long is the amount of water requested in this application expected to meet future needs?

(e.g. until the year 2040) No additional water above 0.06 cfs is expected to be needed in the future.

C. Briefly discuss operation of water system and the most constraining component of the system:

Two wells supply water to a 12,000 gallon water tank that is re-pressurized and distributed to an underground mainline. Seven homes currently receive water from private underground water lines off of the mainline. A maximum of eleven homes total may be served in the future. The well production is the most constraining component of the system, as both wells produce small amounts of water.

D. Percentage of water use by type:

Residential: 100%

Commercial: _____

Public Authority: _____

Agricultural: _____

Unaccounted for use: _____

Industrial: _____

Other (specify use): _____

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E. List cost to implement proposed request.

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Compare cost and benefits with other water supply, or combination of supply options. This should include water efficiency measures such as replacing current showerheads with low-flow types. (Attach documentation, as available.)

The water distribution system is already in place and currently serves seven homes. The requested rate of water use is reasonable for the size and population of the service area. Water is not currently available to the homes through Columbia City, the closest municipal water provider.

F. How and by how much will your proposed water use efficiency programs increase efficiency?

(Express as a percentage of per-capita consumption.)

All water use is metered from the wells and at each home, and water is delivered to homes through pressurized buried pipelines to promote efficiency and reduce waste.

Affected Property Owners & Legal Descriptions:

All property listed below within Township 5 North, Range 1 West, Section 28CA:

Tax Lot 4000

Voris D Probst & Mildred C Probst Revocable Living Trust
22815 Hoskins Rd
Philomath, OR 97370

Tax Lot 4002

Voris D Probst & Mildred C Probst Revocable Living Trust
22815 Hoskins Rd
Philomath, OR 97370

Tax Lot 4100

James and Marsha Paulette Lichatowich
PO Box 439
Columbia City, OR 97018

Tax Lot 4200

Scott Parker
PO Box AF
Scapoose, OR 97056

Tax Lot 4300

Jackson Family Trust
PO Box 250
Columbia City, OR 97018

Tax Lot 4400

Jackson Family Trust
PO Box 250
Columbia City, OR 97018

Tax Lot 4500

Ollie and Sherden Rigdon
PO Box 428
Columbia City, OR 97018

Tax Lot 4600

David and Phyllis White
36370 Miloris Way
Columbia City, OR 97018

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Tax Lot 4700

Gary Maisack
36376 Miloris Way
Box 523
Columbia City, OR 97018

Tax Lot 4800

Voris D Probst & Mildred C Probst Revocable Living Trust
22815 Hoskins Rd
Philomath, OR 97370

Brad and Melanie Westrick (in the process of purchasing Tax Lot 4800)
36380 Miloris Way
Columbia City, OR 97018

Tax Lot 4900

Voris D Probst & Mildred C Probst Revocable Living Trust
22815 Hoskins Rd
Philomath, OR 97370

Brad and Melanie Westrick (in the process of purchasing Tax Lot 4900)
36380 Miloris Way
Columbia City, OR 97018

Tax Lot 5100

Miller Trust
33419 Slavens Rd
Warren, OR 97053

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WATER AGREEMENT

This Water Agreement dated as of Nov 2, 2005 is entered into by and between the parties listed below and provides as follows:

RECITALS:

1. Voris Probst and Mildred Probst, individually and as Trustees of the Voris D. Probst and Mildred C. Probst Revocable Living Trust Dated May 21, 2004, and Miloris Corporation, own and operate state regulated wells and a water utility that serves residences located, or to be located, on Miloris Way in Columbia County, Oregon. Alana Probst owns or controls a water right granted by Permit Number G-13890, issued by the Oregon Water Resources Department (the "Water Right"). Voris Probst, Mildred Probst and Miloris Corporation are collectively referred to herein as "Probst."

2. Robert Jackson, Trustee of the Jackson Family Trust, Robert and Luann Jackson, Ollie and Sherden Rigdon, Paulette and James Lichatowich, Francis Delaney, individually and as Trustee of the Francis M. Delaney Revocable Living Trust, Scott Parker, Gary E. Miller and Darlene J. Miller, individually and as Trustees of the ~~David E. Miller and Darlene J. Miller Trust~~ and David and Phyllis White own property on Miloris Way, and utilize or have the right to utilize, pursuant to a prior water agreement and easement, the water, well, and water utility owned by Probst. Voris and Mildred Probst as Trustees are owners of a home served by their water well, and water utility and are owners of property accessed from Miloris Way to be developed and served by the Water Utility (as defined below). The parties listed in this Recital Paragraph 2 are collectively referred to herein as the "Current Lot Owners." A "Lot Owner" shall include the Current Lot Owners and their heirs, successors, and assigns, and shall also

1 - WATER AGREEMENT

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include any future owner of a Lot defined in Section 1.2 of this Water Agreement, which future Lot Owners will be required to execute a counterpart copy of this Water Agreement. Probsts own additional land, including property they intend to partition and sell as additional lots on, or accessed from, Miloris Way.

3. The Lot Owners who have purchased residential lots on Miloris Way from the Probsts before the date of this Water Agreement were granted a terminable, nonexclusive easement for water and entered into a water agreement.

4. It is the intent of the parties to: 1) to assign the existing water easements/water agreements; and 2) to create a new water easement and a new Water Agreement.

5. The parties adopt the provisions of this Water Agreement to provide a permanent method of operation for the Water Utility, and to provide a permanent method of financing future operational and capital costs of the Water Utility through a newly created non-profit entity, the Miloris Water Association, Inc.

PROVISIONS:

1. DEFINITIONS: For purposes of this Water Agreement, the following definitions shall apply:

1.1 **User.** A User is a person or persons with an ownership interest in an individual Lot that is connected to the main line from the water source by a feeder line on the individual Lot (as defined in Section 1.2). A "Current User" shall mean each User who is a User as of the date of this Water Agreement. A "New User" shall mean each User who, after the date of this Water Agreement, becomes a User upon the connection of a feeder line on the Lot to the main line from the Water Source (as defined in Section 1.4). A person with ownership in more than one Lot must elect which single, developed Lot is to be considered the qualifying Lot for purposes of that person's participation in the Water Association. That person cannot hold an additional vote on

account of additional developed lots. No matter how many people have an ownership interest in one qualifying Lot, there can be only one "User," and hence only one vote in the Water Association, for each single Lot.

1.2 Lot. A Lot is one of up to eleven (11) lots developed or to be developed by Probsts on, or accessed from, Miloris Way that will be served by the Water Utility and connected to the Water System (as defined in Section 1.3). The Lots are the six that have been improved to date, the Lot owned by the Whites and the Miller Trust that will be improved in the future with single family residences and up to three additional Lots to be improved in the future with a single family residence under construction or completed and connected to the Water System.

1.3 Water System. The Water System is the water distribution system originally built by Probst to deliver water from water wells on Probsts' property to the Lots. The Water System includes the pump house and its contents, storage tanks, the main line and the distribution lines to the property line of each Lot and the meters and backflow devices at each Lot; but the Water System excludes the "Feeder Line(s)" (defined in Section 1.5).

1.4 Water Source. The Water Source shall mean the well or wells located on the Probst's property and connected to the Water System, including apparatus that are part of the wells but not included as a part of the Water System.

1.5 Feeder line. A Feeder Line shall mean the line and apparatus on the property of a User to connect the User with the Water System in order to serve the property of the User. A Feeder Line may include (where the context requires) the line to the meter/backflow device, meter, backflow device, and any other connected device or installation required by the rules of the Water Association. The meters, backflow devices, and lines to the meter/backflow devices on each Lot shall be owned by the Association.

1.6 Association. The Association shall mean the Miloris Water Association, Inc., an Oregon nonprofit corporation formed to administer the terms of this Water Agreement. The Association shall have members, and each User shall be a member.

1.7 Operator. The Operator shall mean that individual or company selected in accordance with this Water Agreement and retained by the Association to maintain and operate the Water System and Water Source for the benefit of the Users and for the purposes of this Water Agreement.

1.8 Water Utility. The Water Utility shall mean the nonprofit business of providing water for domestic purposes from the Water Source, through the Water System, to the Users and the Lots, including all activities reasonably involved in establishing and maintaining the Water Source and Water System.

1.9 Easement. The Easement shall mean that nonexclusive water easement in favor of the Association as provided in Section 7.2. A copy of the Easement is attached hereto and incorporated herein as Exhibit A.

1.10 Operating Costs. Operating costs are regularly occurring costs of operating the Water Utility including, but not limited to, electrical costs; costs of water tests; consumable supplies; fees of the Operator; liability and casualty insurance to the extent available adequate to insure against loss of any asset of the Water System or Water Source or any liability incurred in relation to the operation of the Water Utility and naming the Water Association, the Probsts and the Lot Owners as additional insureds; property taxes relating to the property subject to the Easement; repairs other than those for which individual Users are solely responsible under the terms of this Water Agreement; and similar expenses.

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1.11 **Capital Costs.** Capital Costs are costs of acquiring and placing in service equipment that is not expected to be consumed within a twelve month period.

2. THE ASSOCIATION.

2.1 **Formation.** Each party to this Water Agreement agrees to the formation of the Association and further agrees to become a member of the Association. Upon the incorporation of the Association, and its engagement of the Operator (as provided in Section 3), Probsts will transfer the ownership of the Water System and operation of the Water Utility to the Association as provided in Section 7.3 of this Water Agreement.

2.2 **Duties of the Association.** The Water Association's sole purpose, and its responsibility, shall be to operate the Water Utility and maintain the Water System and Water Source including the well casings, submerged pumps and the apparatus used to operate the Wells, to provide non-discriminatory water service to all Users as defined in Section 1.1, for domestic water and domestic irrigation use. This obligation may be enforced against the Association as provided in the dispute resolution provisions of this Water Agreement by any person who is bound by the Water Agreement, as a User, a party, or a successor or assign of the Water Agreement. The Water Association does not guarantee the quantity or quality of the water available to the Users. Notwithstanding the foregoing, the Water Association is not required to increase the production capacity of the Water Source beyond the capacity of the current two wells and 12 thousand gallon tank, as that capacity is or will be when the ownership of the Water System is conveyed to the Association pursuant to paragraph 7.3 of this Water Agreement.

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3. THE OPERATOR.

3.1 **Operator functions.** The Association shall contract with a professional operator, (the "Operator"), to maintain the Water System and Water Source to provide economical, reliable, safe, and convenient water service to the Current Users and Future Users. The initial Operator, selected for a term of three years after the formation of the Water Association, shall be an ex officio member of the Board of Directors, with power to cast a tiebreaking vote on issues other than a vote with regard to the Operator's selection, termination, or compensation, or with regard to a dispute with Operator regarding Operator's qualifications or contract. After the election of the Board of Directors as provided in the Association Articles and Bylaws, the Operator will no longer have voting privileges with regard to decisions of the Association's Board of Directors.

3.2 **Exclusive authority.** The Operator shall be responsible for maintaining and operating the Water System and Water Source. The Operator shall make all technical decisions regarding the operation, maintenance, repairs, or necessary alterations to the Water System and Water Source, in consultation with the Water Association Board of Directors; except that, in the event of a disagreement among Users, and subject to the other provisions of this Water Agreement, the Operator's decision shall be final on technical matters, which includes the necessity for maintenance, repairs, and other measures necessary to provide potable water efficiently and safely to the Users, consistent with the obligation established by this Water Agreement to provide water service.

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SALEM, OR

3.3 Disapproval of Major Expenditures. A Major Expenditure shall be a single expenditure in excess of \$2,000 advised by the Operator. If the Operator proposes such a Major Expenditure, the expenditure is authorized unless following fifteen (15) day written notice to the Users in the manner stated in the Bylaws, the expenditure is disallowed by a 2/3 vote of the Users within the fifteen (15) day period. However, in the event of an emergency, such as the failure of a pump, a Major Expenditure can be approved by the unanimous consent of the Board of Directors.

3.4 Appointment; Dismissal.

For a period of three years from the date of this Water Agreement, the initial Operator will be Andy Tinkess, or such other qualified professional Operator as the User Members of the Association Board of Directors unanimously select. In the event of the resignation or replacement of the Operator within three years from the date of this Water Agreement, the User members of the Association Board, acting unanimously, will appoint a successor Operator. The Board shall not be entitled to dismiss the initial Operator except on the agreement of the two User Members. After three years from the date of this Water Agreement, the Operator will be appointed by the Association Board of Directors, on majority vote, to serve on terms agreed between the Association and the Operator.

3.5 Drafting of Rules and Regulation for Use of Water Utility. The Operator shall draft and the Association shall adopt rules and regulations that shall not be inconsistent with this Water Agreement and that shall be calculated to: 1) promote the safe and efficient operation of the Water Utility; 2) to promote conservation and fair distribution of the water derived from the Water Source; and 3) that are reasonable and necessary to carry out the terms of this Water Agreement.

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4. CHARGES FOR WATER SYSTEM USE.

4.1 Fee Payable to Developer. Probsts may negotiate and charge to each New User, as a condition to purchasing the Lot and connecting to the system, a fee in compensation for Probsts' past investments in the Water System.

4.2 Fee Payable to Association. The Association may collect a hook-up charge from New Users in the amount of any direct costs to the Association of making the connection between the new User and the Water System, including acquiring and installing the back-flow device and meter. The Association may require a New User, in addition, to pay into the Association a sum equal to the amount that has been paid by each then existing User for projected capital improvement costs and operating costs, which are to be incurred after the date of the New User's hook-up (the "Projected Capital Expenditure Fee"), and a nondiscriminatory fee which represents compensation to the Association for an equitable share of the capital improvements paid for by the Association from the time the Association assumed operation of the Water System, to the time the New User connects to the Water System (the "Past Capital Expenditure Fee"). Except as provided herein, the Association may not charge a New User any additional fees to connect to the Water System.

4.3 Costs that are the Responsibility of Users. Each New User shall be obligated to pay the cost of purchasing, installing, repairing and maintaining the Feeder Lines, including water meter, and backflow device, and other required equipment that are located on the Lot or Lots of that User in connection with providing water service to that Lot. If this payment has been made or advanced by the Association, then the New User shall be obligated to reimburse the Association prior to beginning water service.

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4.4 Capital Levy. Annually, on a date selected by the Association, each User will pay the User's share of an annual capital levy that will generate sufficient funds to make budgeted capital costs plus a reasonable capital contingency fund (the "Capital Levy"). The Capital Levy will be equally spread among the Users of the Water System at the time of the Capital Levy and will be retained by the Association and used exclusively for payment of Capital Costs.

4.5 Operating Expense. Each User shall be obliged to pay operating charges calculated, billed, and collected according to regulations adopted by the Board. The share payable by each User may be based either on water usage, or on a flat per Lot charge, or on a combination of flat charge and usage, which shall be determined by a majority vote of the Board of Directors. The Board shall determine the level of charges by calculating the anticipated total operating expenses for the upcoming twelve month period, and assigning rates that are designed to equitably spread the total cost over all Users. Total anticipated operating expenses, including routine maintenance, for the upcoming fiscal year, shall include a reasonable contingency reserve for similar expenses.

4.6 Emergency Levy. In the event that collected funds of the Water Association are not sufficient to cover unforeseen but required operating or capital costs, the Board of Directors may make an emergency levy, and each User will be liable for the amount of that levy, to be used only for the purpose for which the levy was imposed.

4.7 Payments; Accounts. All payments under this Section 4 shall be paid to the Association. All checks drawn on the Association accounts shall require the signature of the Association Treasurer and one other Board member.

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5. RESPONSIBILITY OF USERS.

5.1 Responsibility for Damages to Water System or Water Source. Each User shall be responsible to the Association for damage negligently or intentionally caused by that User to the Water System or Water Source.

5.2 Payment of Charges. Each User shall be responsible for payment of charges as provided in Section 4. All accounts more than thirty (30) days past due shall incur a carrying charge of 1.5% per month.

5.3 Compliance with Regulations. Each User shall comply with the Rules and Regulations adopted by the Association, for the safe and appropriate use of the Water System, including conservation regulations to provide against overuse by any one User or group of Users, to the prejudice of other Users.

5.4 No Diversion to Other Property. No User shall divert water from the Water System to a property other than that User's Lot. As used herein, Jackson's "User's Lot" includes the property owned by the Jackson Trust on both sides of Miloris Way.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Water Right. The parties represent, warrant and covenant that the Water Association shall perfect with the State of Oregon Water Resources Board the Water Right for water to be provided to the Users and to the Lots pursuant to this Water Agreement, and Probst and Alana Probst will cooperate with the Association to take all necessary steps to keep the Water Right validly existing and in full force and effect. There shall be no charge to the Association for use of the water from the Water Source.

6.2 Compliance with County Ruling. Probst and Alana Probst represent, warrant and covenants that Probst has complied with Columbia County Order No. 76-2003 as it relates to the

Water System and has (if required by the County): a) submitted an engineered water improvement plan and obtained approval from the County Engineer and the State Drinking Water Program; b) installed a 12,000 gallon stainless steel tank that is already purchased and on-site; and c) connected a second well (21 gallons-per-minute) to the Water System.

7. EASEMENTS AND CONVEYANCES.

7.1 Assignment of Other Easements. Each of the Current Lot Owners by execution of this agreement, agrees to assign all his, her, or its currently recorded easement for water to the Association and to relinquish to the Association any and all individual rights in and to the Water System, Water Source, and the real property related to the Water System.

7.2 Association Easement. Voris Probst and Mildred Probst, as Trustees of the Voris D. Probst and Mildred C. Probst Revocable Living Trust dated May 21, 2004, shall execute and record in favor of the Association a nonexclusive, terminable Easement in the form attached hereto as Exhibit A (the "Easement"). All parties hereto shall execute a recordable Memorandum of Contract giving written notice of this Water Agreement in the form Attached hereto as Exhibit B (the "Memorandum"). Except as provided in Section 6 above, Probsts make no representation regarding the quality or quantity of water available to the Water Association pursuant to the Easement, all parties to this Water Agreement having independently satisfied themselves regarding any questions in this regard. If City water becomes available to the Users, the Easement will terminate upon ninety (90) day written notice by Probsts, to the Users requiring Users to connect to City water. The Easement granted to the Association shall be appurtenant to the benefited Lots and shall run with the land as to the properties burdened and benefited by the Easement.

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SALEM, OR

7.3 Conveyance of Personal Property. Probsts shall convey to the Association, after the payment of charges due to Probsts by all Current Users, and after the completion of the connection of a second well and water tank now on the property ownership of the Water System. Probst has not made any prior transfer of the assets to be conveyed to the Association, except as shown of record or as agreed here, and is unaware of any adverse claims to title to any such asset unknown to the other parties. The Water System is free of all liens and encumbrances as of the time of transfer.

7.4 Exclusive Use of Wells. For the duration of this Water Agreement, as long as the Association operates and maintains the Water Source wells as provided herein, Probst will not use the existing two Water Source wells for any other purpose than providing water to the Association, and all water from the Water Source wells shall be distributed by the Water Utility through the Water System. Probsts retain ownership of their real property and Alana Probst retains ownership of the Water Rights except so far as such rights are expressly limited or conveyed by the terms of the Easement or this Water Agreement. There shall be no additional charge to the Association by Probst for the use, repair, maintenance or replacement of the apparatus used to operate the Water Source wells, which is not transferred to the Association herein (e.g. well casings, submerged pump(s), etc.).

8. GENERAL TERMS.

8.1 Effective Date. This Water Agreement shall be effective upon the final date of execution of the Water Agreement by all who are, as of the date of the Water Agreement, Lot Owners, and by Probst. The Water Agreement shall be effective as to New Users upon the execution of this or a counterpart of this Water Agreement, or the assumption of the Water Agreement by persons who purchase benefited property from an earlier signatory. All

signatories agree to require any successors or assigns of the signatory to assume the Water Agreement, as a condition for receiving conveyance of any of the Lots that previously received water service under the terms of this Water Agreement. Notwithstanding the foregoing, this Water Agreement shall bind any successors in interest to any Lot receiving water service hereunder.

8.2 Enforcement. Any party to this Water Agreement may enforce any provision of the Water Agreement in favor of that party by any remedy at law or equity appropriate to the breach complained of:

8.2.1 Specific Enforcement. This Water Agreement is one which affects rights in real property, and the parties agree that it is appropriately enforced by a suit for specific performance.

8.2.2 Discontinuation of Service. All parties have rights or interests, directly or as beneficiaries of a trust, in real property served by the Water Utility. All parties agree that if any party to this Water Agreement fails to pay a charge due under Section 4 of this Water Agreement, or fails to pay any other obligation for a payment of charges, fees, reimbursement, or damages to the Association under the terms of this Water Agreement, the party will not be entitled to continued water service through the Water System. A party that disputes a charge may continue to receive water service by making payment under a written protest, and notwithstanding such payment under written protest, may then contest the charge and seek refund of payments under protest, under the dispute resolution provisions of this Water Agreement.

8.2.3 Arbitration. Any dispute arising in connection with this Water Agreement or the Association shall be determined by binding arbitration before a single

arbitrator. The procedures in arbitration shall be those established by Uniform Trial Court rules for conduct of arbitration in Court Annexed Arbitration except for the provisions relating to filing and appeal of an arbitrator's award. Instead, the provisions of ORS 36.700-.715, 36.730 for filing, taking exception to, and appeal of any order or award shall apply. The arbitrator shall have the authority to enter equitable and legal relief, including but not limited to, a temporary restraining order or preliminary injunction to the same extent and upon the same showing upon which a trial court could grant such relief.

8.2.4 Recovery of Attorney Fees. Any party that prevails in an arbitration or other legal proceedings to interpret or enforce any right arising under this Water Agreement shall be entitled to recover in addition to any other award provided by law, reasonable attorney fees and costs incurred.

8.2.5 Abandonment of Easement. Any party that declines to file the notarized memorandum of this Water Agreement in county deed records or refuses after a court order to enter into arbitration regarding a dispute regarding the Water Agreement, or refuses to pay or perform any other obligation arising under the terms of this Water Agreement after so ordered by a court of competent jurisdiction or an arbitrator acting under this Water Agreement shall be deemed to have withdrawn from this Water Agreement and to have abandoned any water easement burdening the Probsts property and waived any right to receive water service from the Water Association. Notwithstanding the termination of water service under this paragraph, any accrued obligations of the withdrawing party shall not be considered to be discharged until paid.

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SALEM, OR

8.3 Parties Bound and Benefited. This Water Agreement binds and benefits the parties to this Water Agreement, their agents, employees, directors, successors, heirs and assigns, and privies, beneficiaries, and also binds entities beneficially owned in part or in whole by any party, or substantially controlled by a party and the Association. This Water Agreement shall run with the land as to the properties benefited and burdened hereby. This Water Agreement is not intended to give rights or benefits to any other person, and specifically does not supercede or provide benefits to the Operator that are not provided by the Operator's own contract of employment with the Association.

8.4 Duration; Voluntary Withdrawal. This Water Agreement shall continue in force so long as the Easement granted to the Association has not terminated and shall terminate, upon the termination of the Easement, which termination shall be subject to the provisions of Section 7.2. However, any party to the Water Agreement may withdraw from the obligations of this Water Agreement including obligation to pay future accruing charges under Section 4, and from further obligation to comply with the Rules and Regulations of the Association, effective upon that User's permanent disconnection from the Water System by giving written notice to the Association of election to permanently disconnect from the Water System and withdraw from the Association. There shall be no penalty for such a withdrawal, but withdrawal shall not discharge previously accrued obligations under this Water Agreement nor render ineffective the dispute resolution and attorney fee provisions of the Water Agreement.

8.5 Integration. This Water Agreement and the Easement granted to the Association together constitute the entire understanding between the parties with respect to the subject matter

15 – WATER AGREEMENT

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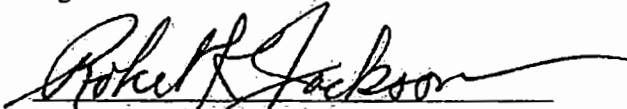
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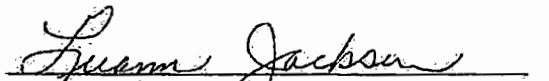
SALEM, OR

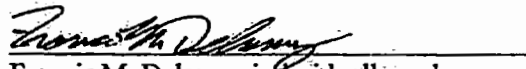
thereof. This Water Agreement supersedes all prior water agreements and representations, whether oral or written. The laws of the State of Oregon shall govern this Water Agreement.

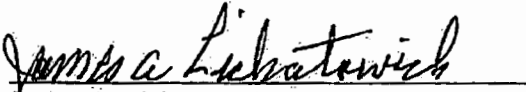
Dated this 2 day of Nov, 2005.

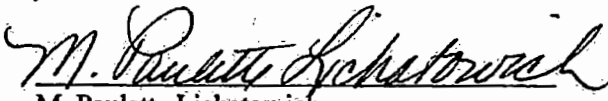
Signed:

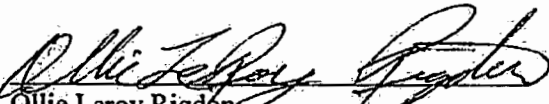

Robert K. Jackson, individually and
Trustee of the Robert K. Jackson Family Trust

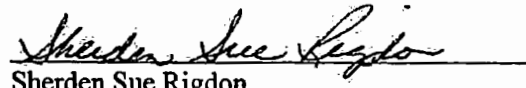

Luann Jackson, individually and
Trustee of the Robert K. Jackson Family Trust


Francis M. Delaney, individually and
Trustee of the Francis M. Delaney Revocable Living Trust


James A. Lichatowich


M. Paulette Lichatowich


Ollie Leroy Rigdon


Sherden Sue Rigdon

Voris Probst, individually and as Trustee of the Voris
D. Probst and Mildred C. Probst Revocable Living Trust
Dated May 21, 2004

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Mildred Probst, individually and as Trustee of the Voris
D. Probst and Mildred C. Probst Revocable Living Trust
Dated May 21, 2004

Alana Probst

Miloris Corporation
By: Voris Probst, its President

Scott Parker

Phyllis White

David White

Miloris Water Association, Inc.
By: _____
Its: _____

Gary E. Miller, individually and as Trustee of the
Gary E. Miller and Darlene J. Miller Trust

By: _____
Gary E. Miller

Darlene J. Miller, individually and as Trustee of the
Gary E. Miller and Darlene J. Miller Trust

By: _____
Darlene J. Miller

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SALEM, OR

EXHIBIT A

After recording return to:

(For Recorder's Use)

Miloris Water Association, Inc.

Until a change is requested, all tax statements should be sent to:

No change

WATER EASEMENT

THIS WATER EASEMENT (this "Agreement") is made this _____, 2005, by and between VORIS PROBST and MILDRED PROBST, as Trustees of the Voris D. Probst and Mildred C. Probst Revocable Living Trust Dated May 21, 2004, as grantor ("Grantor"), and MILORIS WATER ASSOCIATION, INC. an Oregon non-profit corporation, as grantee ("Grantee").

RECITALS:

A. Voris and Mildred Probst as Trustees of the Voris D. Probst and Mildred C. Probst Revocable Living Trust Dated May 21, 2004 own that certain real property located in Columbia County, Oregon, and legally described as Parcel 1 of PARTITION PLAT NO. 2001-78 as recorded December 19, 2001 under Columbia County Clerks Fee No. C1-14107, Columbia County, Oregon ("Grantor's Property"). Grantee is an Oregon non-profit corporation created to provide water service to certain property formerly and presently owned by Grantor pursuant to a Water Agreement dated May ____, 2005 ("Water Agreement").

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B. In satisfaction of their obligations under Section 7.2 of the Water Agreement, Grantor desires to grant an easement for reasonable ingress and egress to and from the Wells and Water Facilities on Grantor's Property for the purpose of providing water service to Grantor's Property, and for Grantee to use the water from the Wells on the terms and conditions contained herein and in the Water Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT:

1. **Grant of Water Easement.** Grantor hereby grants a non-exclusive easement over, under and across the portion of Grantor's Property legally described in the attached *Exhibit A* and depicted in the attached *Exhibit B* (the "Water Easement"). In the event of any conflict between the depiction (*Exhibit B*) and the legal description (*Exhibit A*), the latter controls. The depiction shall not be construed to interpret the legal description. The Water Easement shall be used for reasonable ingress and egress to and from the Wells and Water Facilities on Grantor's property, for maintaining the Wells and Water Facilities for domestic use and domestic irrigation in connection with Grantee's obligations under the Water Agreement and shall entitle Grantee and Grantee's agents, employees and contractors to extract and use water from the Wells in connection with Grantee's obligations under the Water Agreement. The Water Easement shall be appurtenant to Grantor's residence property located on Miloris Way and for up to a maximum of four (4) additional future lots created by partition or other legal division of Grantor's Property for the benefit of the future lots, and shall run with the land.

2. **Reservations.** Grantor, its successors and assigns reserve and shall have the right to: (i) use the portions of Grantor's Property covered by the Water Easement for any and all purposes not inconsistent with the easement rights granted herein and (ii) grant usage rights for the portions of Grantor's Property to third parties not inconsistent with this Agreement.

3. **Covenant Not to Interfere.** Grantee and its successors and assigns shall not unreasonably prevent, hinder, or interfere with Grantor's Property.

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SALEM, OR

4. **Repair and Maintenance.** Grantee shall maintain the Water Easement and the Wells in accordance with all applicable laws, rules and regulations and pursuant to the terms of the Water Agreement. Grantor and Grantee shall use reasonable efforts to minimize interference with each other's use of the property described in the Water Easement. Grantee shall be responsible for the cost of any reasonable and necessary maintenance to and repair of the portions of Grantor's Property covered by the Water Easement to keep the same in good condition for the permitted uses described herein and the costs associated with maintenance and repair of the Wells and related pumps and piping as provided in the Water Agreement. Grantee shall have the specific right to repair the existing Wells, without making further payment to Grantor. Grantor and Grantee shall each be solely responsible for repairing any damage to the Water Easement or the Wells resulting from such party's or its agents', employees', contractors', invitees' or guests' negligent or improper use of the Water Easement or the Wells.

5. **Replacement Well.** In the event a Well fails, the Grantee shall have the right, but not the obligation, without making further payment to Grantor, to replace the failed Well within the easement area.

6. **Term.** The Water Easement shall terminate upon 90 day written notice to the Grantee from the Grantor that water from the city is available and that the Grantor is requiring that the parties served by Grantee connect to the city water source.

7. **Effective Date.** The easement granted and the covenants and agreements contained herein shall be effective as of the date this Agreement is executed by both parties.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

9. **Binding Effect.** The easements granted and covenants and agreements contained herein shall run with the land and shall be binding upon the heirs, successors and assigns of Grantor and Grantee.

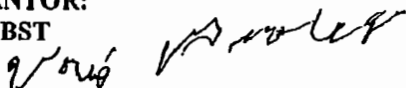
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OCT 12 2017

SALEM, OR

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


GRANTOR:
PROBST



Voris D. Probst, Trustee of the Voris D. &
Mildred C. Probst Revocable Living Trust
Dated May 21, 2004.
Date: _____

GRANTEE:
MILORIS WATER ASSOCIATION, INC.

By: _____
Name: _____
Title: _____
Date: _____



Mildred C. Probst, Trustee of the Voris D. &
Mildred C. Probst Revocable Living Trust
Dated May 21, 2004
Date: _____

ACKNOWLEDGMENTS ON FOLLOWING PAGE

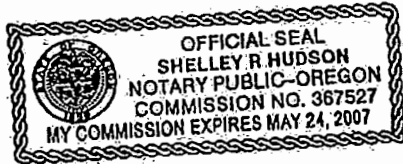
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OCT 12 2017

SALEM, OR

STATE OF Oregon)
County of Columbia) ss.

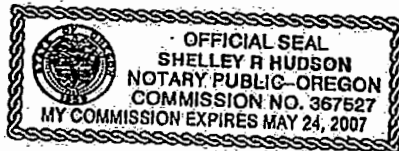
On June 13, 2005, personally appeared Voris D. Probst and Mildred C. Probst as Trustees of the Voris D. Probst and Mildred C. Probst Revocable Living Trust dated May 21, 2004 and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Shelley R. Hudson
NOTARY PUBLIC FOR OREGON
My Commission Expires: May 24, 2007

STATE OF OREGON)
County of Columbia) ss.

On June 13, 2005, personally appeared Voris D. Probst on behalf of Miloris Water Association, Inc. and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Shelley R. Hudson
NOTARY PUBLIC FOR Oregon
My Commission Expires: May 24, 2007

EXHIBIT A
LEGAL DESCRIPTION OF WATER EASEMENT AREA

EASEMENT A: A non-exclusive 20 foot Wide non-exclusive easement for Water well and Pipeline being 10 feet on each side of the following described center-line:

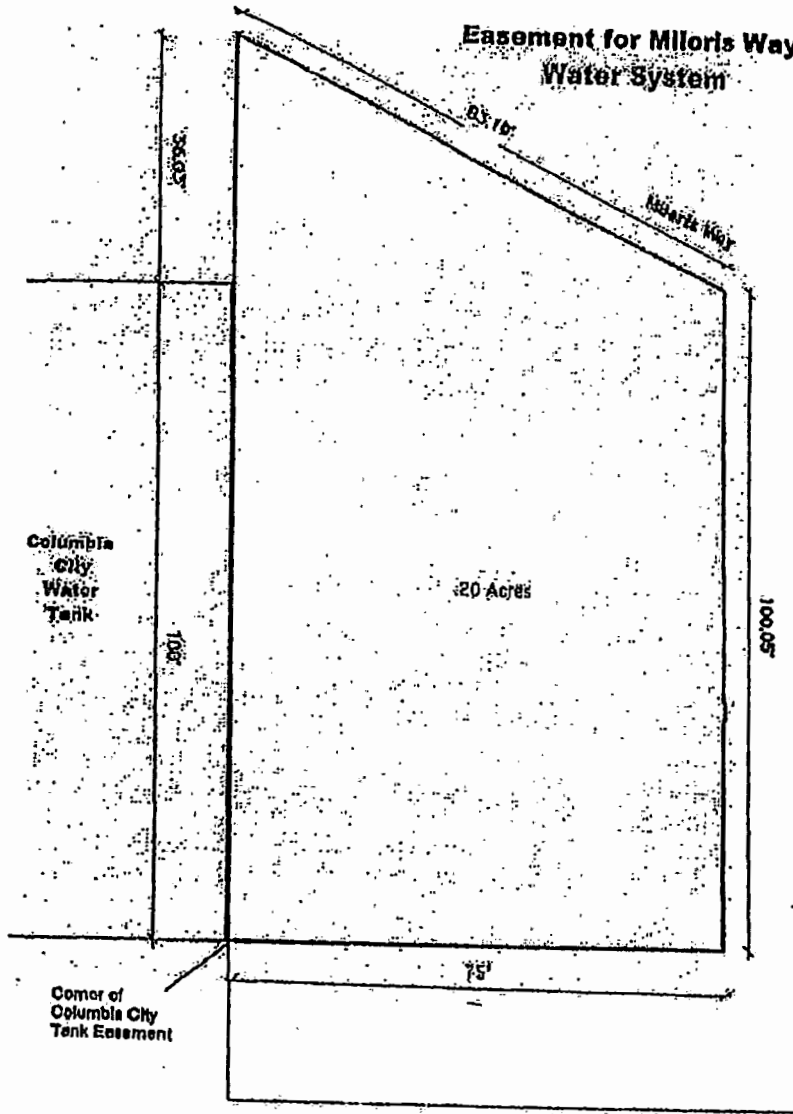
Beginning at a point which is the intersection of the Easterly extension of the North line of the Francis M. Gorig Donation Land Claim #55 and the East line of the Abraham G. Neer Donation Land Claim #56 in Section 28, township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; said point being the Southeast corner of the Voris Probst and Mildred Probst tract as described in Deed Book 208 at page 941, Columbia County Deed Records; thence South 89 degrees 10'00" West, along the South line of said Probst tract 778.49 feet; thence North 0 degrees 50'00" West 180.31 feet to a point on the Northerly right-of-way line of a 60 foot non-exclusive easement described in Deed Book 245 at page 599, Columbia County Deed Records and the true point of beginning of the non-exclusive easement herein described; thence North 24 degrees 48'00" East a distance of 15.00 feet to the end of the non-exclusive easement.

EASEMENT B: A 75 foot wide non-exclusive easement for water well and waterline being more particularly described as follows:

Beginning at a point which is the intersection of the Easterly extension of the North line of the Francis M. Gorig Donation Land Claim #55 and the East line of the Abraham G. Neer Donation Land Claim #56 in Section 28, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; said point being the Southeast corner of the Voris Probst and Mildred Probst Tract as described in deed book 208 at page 941, Columbia County Deed Records; thence South 89 degrees 10'00" West along the South line of said Probst Tract 877.01 feet; thence North 0 degrees 50'00" West 25.00 feet to the Southeast corner of the Jack Keller and Columbia City Tract as described in the "Lease and Option to Purchase" in deed book 256 at page 587, Columbia County Deed Records; said point being the true point of beginning; thence North 0 degrees 50'00" West along the East line of said Jack Keller and Columbia City Tract a distance of 100.00 feet to the Northeast corner thereof; thence continuing North 0 degrees 50'00" West a distance of 36.03 feet to the Southerly right of way line of a 60 foot non-exclusive easement described in deed book 245 at page 599, Columbia County Deed Records; thence South 65 degrees 12' East, along said Southerly right of way line, a distance of 83.19 feet; thence South 0 degrees 50'00" East a distance of 100.05 feet to a point which is 25 feet Northerly (when measured at right angles) from said South line of the Probst Tract; thence South 89 degrees 10'00" West a distance of 75.00 feet to the true point of beginning.

EXHIBIT B

Easement for Milloris Way
Water System



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OCT 12 2017

SALEM, OR

EXHIBIT B

After recording return to:

(For Recorder's Use)

Miloris Water Association, Inc.

Until a change is requested, all tax statements should be sent to:

No change

MEMORANDUM OF WATER AGREEMENT

DATE:

Nov 2, 2005

("Effective Date")

PARTIES: Voris Probst and Mildred Probst, individually and as Trustees of the Voris D. Probst and Mildred C. Probst Revocable Living Trust Dated May 21, 2004 and Miloris Corporation (together "Probst"); Alana Probst, an individual; Robert Jackson, as Trustee of the Jackson Family Trust; Robert Jackson and Luann Jackson, husband and wife; Ollie Rigdon and Sherden Rigdon, husband and wife; Paulette Lichatowich and James Lichatowich, husband and wife; Francis M. Delaney, individually and as Trustee of the Francis M. Delaney Revocable Living Trust dated February 22, 2005; Scott Parker, an individual; David White and Phyllis White, husband and wife; Gary E. Miller and Darlene J. Miller, individually and as trustees of the Gary E. Miller and Darlene J. Miller Trust; and Miloris Water Association, an Oregon non-profit Corporation.

The parties have entered into a Water Agreement and a Water Easement, affecting the real property described on Exhibit A attached hereto and incorporated herein.

See the Water Agreement by and between all Parties, dated Nov 2, 2005 for additional details.

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

PAGE 1 - MEMORANDUM OF WATER AGREEMENT

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SALEM, OR

WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. ORS 93.040(2).

MILORIS WATER ASSOCIATION, INC.

Voris D. Probst, Trustee of the Voris D. & Mildred C. Probst Revocable Living Trust
Dated May 21, 2004 and individually
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

MILORIS CORPORATION

Mildred C. Probst, Trustee of the Voris D. & Mildred C. Probst Revocable Living Trust
Dated May 21, 2004 and individually
Date: _____

By: Voris Probst, its President
Date: _____

Alana Probst
Date: _____

Scott Parker
Date: _____

Robert K. Jackson
Robert Jackson, Trustee of the Jackson Family Trust and individually
Date: 2 Nov 2005

Luann Jackson
Luann Jackson
Date: 11-2-05

James A. Lichatowich
James A. Lichatowich
Date: Nov 2, 2005

M. Paulette Lichatowich
M. Paulette Lichatowich
Date: Nov. 2, 2005

Ollie Leroy Rigdon
Ollie Leroy Rigdon
Date: 11-02-05

Sherden Sue Rigdon
Sherden Sue Rigdon
Date: 11-2-05

RECEIVED BY OWRD

OCT 12 2017

SALEM, OR

STATE OF OREGON)
) ss.
County of _____)

On _____, 2005, personally appeared _____ on behalf of **Miloris Water Association, Inc.** and acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2005, by Alana Probst, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Exp: _____

STATE OF OREGON)
) ss.
County of _____)

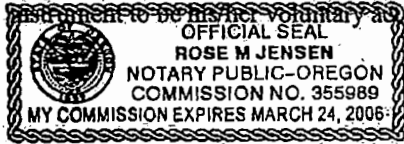
This instrument was acknowledged before me on this ____ day of _____, 2005, by Scott Parker, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Exp: _____

RECEIVED BY OWRD
OCT 12 2017
SALEM, OR

STATE OF OREGON)
County of Columbia) ss.

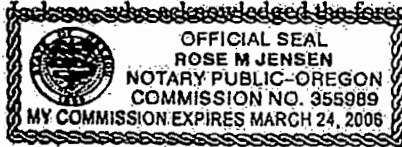
This instrument was acknowledged before me on this 2nd day of November, 2005, by Robert Jackson, individually and as Trustee of the Jackson Family Trust who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M. Jensen
NOTARY PUBLIC FOR OREGON
My Commission Exp: 3-24-2006

STATE OF OREGON)
County of Columbia) ss.

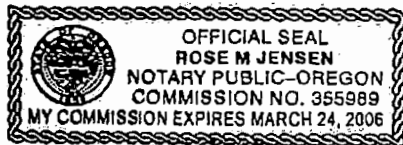
This instrument was acknowledged before me on this 2nd day of November, 2005, by Luann Jackson, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M. Jensen
NOTARY PUBLIC FOR OREGON
My Commission Exp: 3-24-2006

STATE OF OREGON)
County of Columbia) ss.

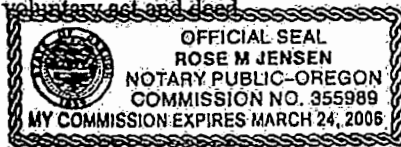
This instrument was acknowledged before me on this 2nd day of November, 2005, by James A. Lichatowich and M. Paulette Lichatowich, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M. Jensen
NOTARY PUBLIC FOR OREGON
My Commission Exp: 3-24-2006

STATE OF OREGON)
County of Columbia) ss.

This instrument was acknowledged before me on this 2nd day of November, 2005, by Ollie Leroy Rigdon and Sherden Sue Rigdon, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M. Jensen
NOTARY PUBLIC FOR OREGON
My Commission Exp: 3-24-2006

STATE OF OREGON)
County of _____) ss.

This instrument was acknowledged before me on this ____ day of _____, 2005, by David White and Phyllis White, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Exp: _____

STATE OF OREGON)
County of _____) ss.

This instrument was acknowledged before me on this ____ day of _____, 2005, by Gary E. Miller and Darlene J. Miller, individually and as trustee of the Gary E. Miller and Darlene J. Miller Trust, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Exp: _____

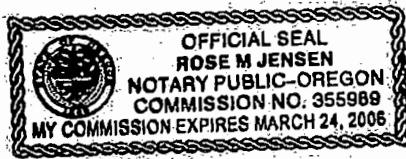
RECEIVED BY OWRD

OCT 12 2017

SALEM, OR

STATE OF OREGON)
County of Columbia) ss.

This instrument was acknowledged before me on this 2nd day of November 2005, by Francis Delaney, individually and as Trustee of the Francis M. Delaney Revocable Living Trust dated February 22, 2005, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M Jensen
NOTARY PUBLIC FOR OREGON
My Commission Exp: 3-24-2006

EXHIBIT A
[DESCRIPTION OF ALL PROPERTY AFFECTED BY WATER AGREEMENT]

PAGE 8 - MEMORANDUM OF WATER AGREEMENT

RECEIVED BY OWRD

OCT 12 2017

SALEM, OR

After recording return to:

Miloris Water Association, Inc.
c/o Josselson, Potter & Roberts
425 NW 10th Avenue #306
Portland, OR 97209

COLUMBIA COUNTY, OREGON 2006-001007
DEED-MOA
Cnt=1 Stn=8 HUSERB 01/25/2006 12:43:46 PM
\$75.00 \$11.00 \$10.00 Total:\$96.00



I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon
certify that the instrument identified herein was recorded in the Clerk
records.

Elizabeth E. Huser - County Clerk

Until a change is requested, all tax
statements should be sent to:

No change

MEMORANDUM OF WATER AGREEMENT

DATE: 2, Nov, 2005 ("Effective Date")

PARTIES: Voris Probst and Mildred Probst, individually and as Trustees of the Voris D. Probst and Mildred C. Probst Revocable Living Trust Dated May 21, 2004 and Miloris Corporation (together "Probst"); Alana Probst, an individual; Robert Jackson, as Trustee of the Jackson Family Trust; Robert Jackson and Luann Jackson, husband and wife; Ollie Rigdon and Sherden Rigdon, husband and wife; Paulette Lichatowich and James Lichatowich, husband and wife; Francis M. Delaney, individually and as Trustee of the Francis M. Delaney Revocable Living Trust dated February 22, 2005; Scott Parker, an individual; David White and Phyllis White, husband and wife; Gary E. Miller and Darlene J. Miller, individually and as trustees of the Gary E. Miller and Darlene J. Miller Trust; and Miloris Water Association, an Oregon non-profit Corporation.

The parties have entered into a Water Agreement and a Water Easement, affecting the real property described on Exhibit A attached hereto and incorporated herein.

See the Water Agreement by and between all Parties, dated Nov. 2, 2005 for additional details.

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

PAGE 1 - MEMORANDUM OF WATER AGREEMENT

RECEIVED BY OWRD

OCT 12 2017

SALEM, OR

G-18568

WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. ORS 93.040(2).

Voris D. Probst

Voris D. Probst, Trustee of the Voris D. & Mildred C. Probst Revocable Living Trust
Dated May 21, 2004 and individually
Date: 1/5/06

MILORIS WATER ASSOCIATION, INC.

By: *Alan Probst*
Name: Alan Probst
Title: Scott Parker

Date: 1/5/06

MILORIS CORPORATION

Mildred C. Probst
Mildred C. Probst, Trustee of the Voris D. & Mildred C. Probst Revocable Living Trust
Dated May 21, 2004 and individually
Date: 1/5/06

By: *Alan Probst*
By: Voris Probst, its President
Date: 1/5/06

Alana Probst
Alana Probst
Date: 1/5/06

Scott Parker
Date: _____

Robert Jackson
Robert Jackson, Trustee of the Jackson Family Trust and individually
Date: Nov 2, 2005

Luann Jackson
Luann Jackson
Date: 11-2-05

James A. Lichatowich
James A. Lichatowich
Date: NOV 2 2005

M. Paulette Lichatowich
M. Paulette Lichatowich
Date: Nov. 2, 2005

Ollie Leroy Rigdon
Ollie Leroy Rigdon
Date: 11-2-05

Sherden Sue Rigdon
Sherden Sue Rigdon
Date: 11-2-05

PAGE 2 - MEMORANDUM OF WATER AGREEMENT

RECEIVED BY OWRD

OCT 12 2017

SALEM, OR

WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. ORS 93.040(2).

MILORIS WATER ASSOCIATION, INC.

Voris D. Probst, Trustee of the Voris D. & Mildred C. Probst Revocable Living Trust Dated May 21, 2004 and individually
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

MILORIS CORPORATION

Mildred C. Probst, Trustee of the Voris D. & Mildred C. Probst Revocable Living Trust Dated May 21, 2004 and individually
Date: _____

By: *Voris Probst, its President*
Date: _____

Alana Probst
Date: _____

Scott Parker
Date: *9/12/05*

Robert Jackson, Trustee of the Jackson Family Trust and individually
Date: _____

Luann Jackson
Date: _____

James A. Lichatowich
Date: _____

M. Paulette Lichatowich
Date: _____

Ollie Leroy Rigdon
Date: _____

Sherden Sue Rigdon
Date: _____

STATE OF OREGON)
County of Columbia) ss.

On January 5, 200⁶, personally appeared Scott Parker
on behalf of Miloris Water Association, Inc., and acknowledged the foregoing instrument to be
his/her voluntary act and deed.



Kathie A. Garcia
NOTARY PUBLIC FOR Oregon
My Commission Expires: 11/27/09

STATE OF OREGON)
County of Columbia) ss

This instrument was acknowledged before me on this 5th day of January, 200⁶, by
Alana Probst, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Kathie A. Garcia
Notary Public for Oregon
My Commission Exp: 11/27/09

STATE OF OREGON)
County of _____) ss

This instrument was acknowledged before me on this ____ day of _____, 2005, by
Scott Parker, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

Notary Public for Oregon
My Commission Exp: _____

STATE OF OREGON)
) ss.
County of _____)

On _____, 2005, personally appeared _____ on behalf of Miloris Water Association, Inc. and acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

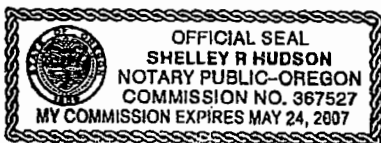
STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2005, by Alana Probst, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Exp: _____

STATE OF OREGON)
) ss.
County of Columbia)

This instrument was acknowledged before me on this 13th day of September, 2005, by Scott Parker, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

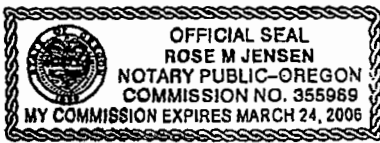


Shelley R. Hudson

NOTARY PUBLIC FOR OREGON
My Commission Exp: 5-24-07

STATE OF OREGON)
County of Columbia) ss

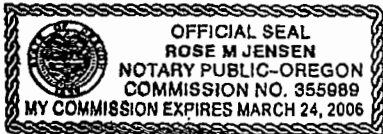
This instrument was acknowledged before me on this 2nd day of November, 2005, by Robert Jackson, individually and as Trustee of the Jackson Family Trust who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M. Jensen
Notary Public for Oregon
My Commission Exp: 3-24-2006

STATE OF OREGON)
County of Columbia) ss

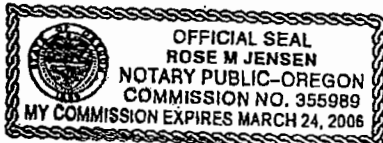
This instrument was acknowledged before me on this 2nd day of November, 2005, by Luann Jackson, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M. Jensen
Notary Public for Oregon
My Commission Exp: 3-24-2006

STATE OF OREGON)
County of Columbia) ss

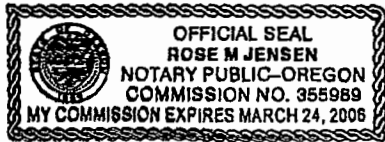
This instrument was acknowledged before me on this 2nd day of November, 2005, by James A. Lichatowich and M. Paulette Lichatowich, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M. Jensen
Notary Public for Oregon
My Commission Exp: 3-24-2006

STATE OF OREGON)
County of Columbia) ss

This instrument was acknowledged before me on this 2nd day of November, 2005, by Ollie Leroy Rigdon and Sherden Sue Rigdon, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M. Jensen
Notary Public for Oregon
My Commission Exp: 3-24-2006

STATE OF OREGON)
County of _____) ss

This instrument was acknowledged before me on this ___ day of _____, 2005, by David White and Phyllis White, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

Notary Public for Oregon
My Commission Exp: _____

STATE OF OREGON)
County of _____) ss

This instrument was acknowledged before me on this ___ day of _____, 2005, by Gary E. Miller and Darlene J. Miller, individually and as trustee of the Gary E. Miller and Darlene J. Miller Trust, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

Notary Public for Oregon
My Commission Exp: _____

RECEIVED BY OWRD

OCT 12 2017

SALEM, OR

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2005, by Ollie Leroy Rigdon and Sherden Sue Rigdon, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Exp: _____

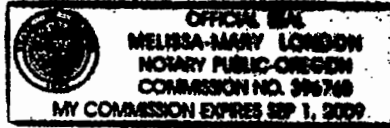
STATE OF OREGON)
) ss.
County of Washington)

This instrument was acknowledged before me on this 12 day of October, 2005, by David White and Phyllis White, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

Melissa-Mary London

NOTARY PUBLIC FOR OREGON
My Commission Exp: SEP 1, 2009

STATE OF OREGON)
) ss.
County of _____)



This instrument was acknowledged before me on this ____ day of _____, 2005, by Gary E. Miller and Darlene J. Miller, individually and as trustee of the Gary E. Miller and Darlene J. Miller Trust, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Exp: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2005, by Ollie Leroy Rigdon and Sherden Sue Rigdon, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Exp: _____

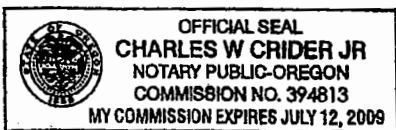
STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on this ____ day of _____, 2005, by David White and Phyllis White, who acknowledged the foregoing instrument to be his/her voluntary act and deed.

NOTARY PUBLIC FOR OREGON
My Commission Exp: _____

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on this 8th day of September, 2005, by Gary E. Miller and Darlene J. Miller, individually and as trustee of the Gary E. Miller and Darlene J. Miller Trust, dtd who acknowledged the foregoing instrument to be his/her voluntary act and deed. AWG 21, 1998



Charles W. Crider Jr.
NOTARY PUBLIC FOR OREGON
My Commission Exp: July 12, 2009

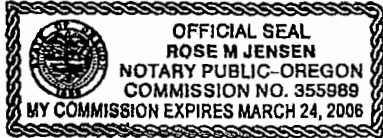
RECEIVED BY OWRD

OCT 12 2017

SALEM, OR

STATE OF OREGON)
County of Columbia) ss

This instrument was acknowledged before me on this 2nd day of November 2005, by Francis Delaney, individually and as Trustee of the Francis M. Delaney Revocable Living Trust dated February 22, 2005, who acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M. Jensen
Notary Public for Oregon
My Commission Exp: 3-24-2006

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OCT 12 2017

SALEM, OR

EXHIBIT A
[DESCRIPTION OF ALL PROPERTY AFFECTED BY WATER AGREEMENT]

EASEMENT A: A non-exclusive 20 foot Wide non-exclusive easement for Water well and Pipeline being 10 feet on each side of the following described center-line:

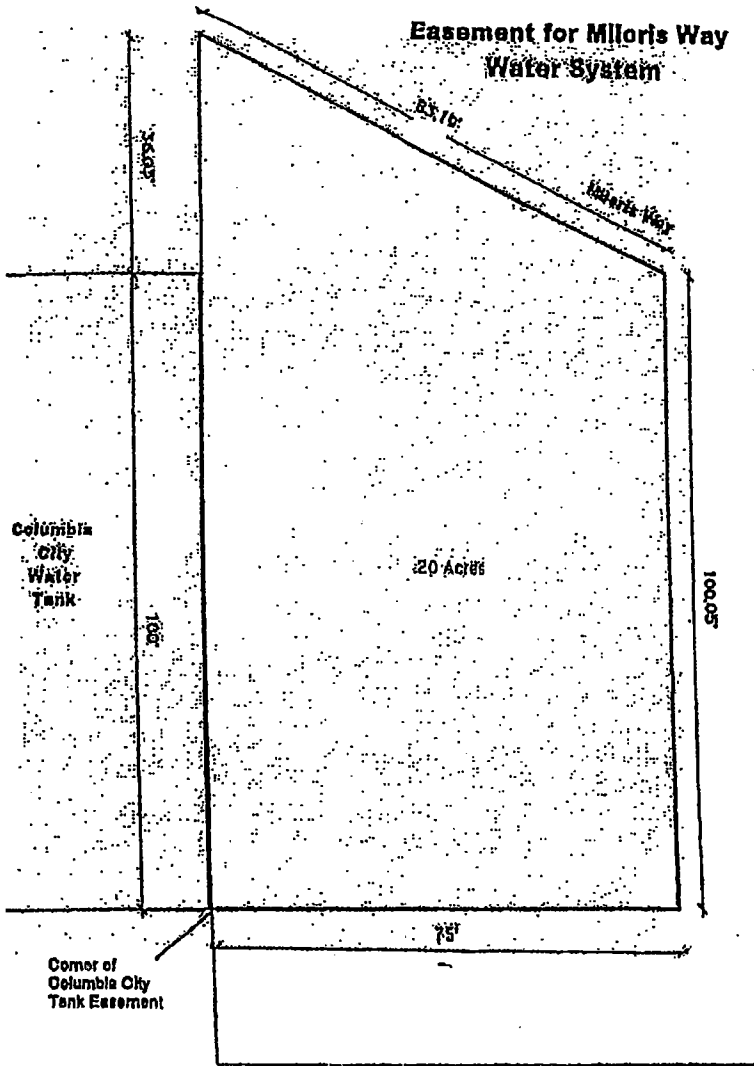
Beginning at a point which is the intersection of the Easterly extension of the North line of the Francis M. Gorig Donation Land Claim #55 and the East line of the Abraham G. Neer Donation Land Claim #56 in Section 28, township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; said point being the Southeast corner of the Voris Probst and Mildred Probst tract as described in Deed Book 208 at page 941, Columbia County Deed Records; thence South 89 degrees 10'00" West, along the South line of said Probst tract 778.49 feet; thence North 0 degrees 50'00" West 180.31 feet to a point on the Northerly right-of-way line of a 60 foot non-exclusive easement described in Deed Book 245 at page 599, Columbia County Deed Records. and the true point of beginning of the non-exclusive easement herein described; thence North 24 degrees 48'00" East a distance of 15.00 feet to the end of the non-exclusive easement.

EASEMENT B: A 75 foot wide non-exclusive easement for water well and waterline being more particularly described as follows:

Beginning at a point which is the intersection of the Easterly extension of the North line of the Francis M. Gorig Donation Land Claim #55 and the East line of the Abraham G. Neer Donation Land Claim #56 in Section 28, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; said point being the Southeast corner of the Voris Probst and Mildred Probst Tract as described in deed book 208 at page 941, Columbia County Deed Records; thence South 89 degrees 10'00" West along the South line of said Probst Tract 877.01 feet; thence North 0 degrees 50'00" West 25.00 feet to the Southeast corner of the Jack Keller and Columbia City Tract as described in the "Lease and Option to Purchase" in deed book 256 at page 587, Columbia County Deed Records; said point being the true point of beginning; thence North 0 degrees 50'00" West along the East line of said Jack Keller and Columbia City Tract a distance of 100.00 feet to the Northeast corner thereof; thence continuing North 0 degrees 50'00" West a distance of 36.03 feet to the Southerly right of way line of a 60 foot non-exclusive easement described in deed book 245 at page 599, Columbia County Deed Records; thence South 65 degrees 12' East, along said Southerly right of way line, a distance of 83.19 feet; thence South 0 degrees 50'00" East a distance of 100.05 feet to a point which is 25 feet Northerly (when measured at right angles) from said South line of the Probst Tract; thence South 89 degrees 10'00" West a distance of 75.00 feet to the true point of beginning.

EXHIBIT B

Easement for Milloris Way
Water System



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OCT 12 2017

SALEM, OR

RETURN TO: SCOTT PARKER
P.O. BOX 628
ST. HELENS, OR. 97051

CONVEYANCE

In conformity with the Water Agreement of November 2, 2005, a memorandum of which was recorded January 25, 2006, at Record Number 2006-001007, the undersigned, for good and sufficient consideration including the mutual covenants of in the Water Agreement, conveys to the Miloris Water Association, Inc. the following assets, effective January 25, 2006:

The Water System as defined in Section 1.3 of the Water Agreement: the water distribution system originally built by Probst to deliver water from water wells on Probst's property to the Lots. The Water System includes the pump house and its contents, storage tanks, the main line and the distribution lines to the property line of each Lot and the meters and backflow devices at each Lot; but the Water System excludes the "Feeder Line(s)" (defined in Section 1.5 of the Water Agreement).

This conveyance does not include any real property.

Dated this 31 day of October, 2006.

Signed:

STATE OF OREGON)
) ss.
County of Columbia)

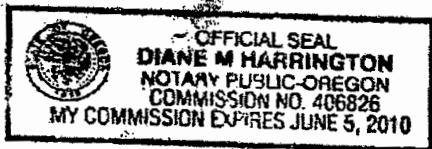
RECEIVED BY OWRD

OCT 12 2017

SALEM, OR

Alana Probst
Trustee of the Voris D. & Mildred C. Probst Revocable Living Trust, Dated May 1, 2004

SIGNED AND SWORN TO before me this 31 day of October, 2006, by ALANA PROBST, Trustee of the Voris D. & Mildred C. Probst Revocable Living Trust, Dated May 1, 2004.



Diane M. Harrington
Notary Public for Oregon

COLUMBIA COUNTY, OREGON 2006-014197
DEED-CV
Cnt=1 Stn=8 HUSERB 10/31/2006 11:17:54 AM
\$15.00 \$11.00 \$10.00 Total:\$36.00



00050659200600141970030035

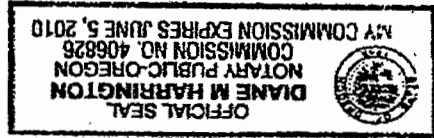
I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon certify that the instrument identified herein was recorded in the Clerk records.

SALEM, OR

OCT 12 2017

Page 2 - CONVEYANCE

RECEIVED BY OWRD

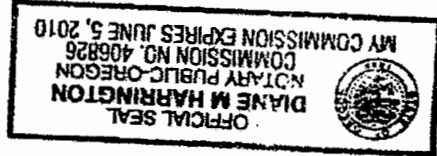


[Signature]
Notary Public for Oregon

SIGNED AND SWORN TO before me this 31 day of October, 2006, by
Mildred Probst for Miloris Corporation.

[Signature]
Miloris Corporation

STATE OF OREGON)
) ss.)
County of Columbia)



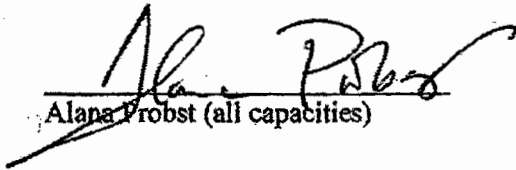
[Signature]
Notary Public for Oregon

SIGNED AND SWORN TO before me this 31 day of October, 2006, by MILDRED
C. PROBST.

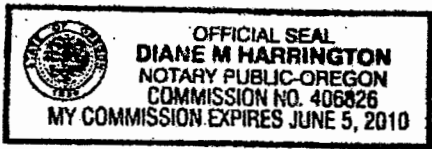
[Signature]
Mildred C. Probst (all capacities)

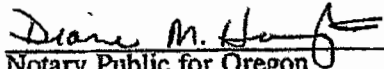
STATE OF OREGON)
) ss.)
County of Columbia)

STATE OF OREGON)
) ss.
County of Columbia)


Alana Probst (all capacities)

SIGNED AND SWORN TO before me this 31 day of October, 2006, by ALANA PROBST.




Notary Public for Oregon

RECEIVED BY OWRD

OCT 12 2017

SALEM, OR

Regdon

COLUMBIA COUNTY, OREGON 2006-001008
DEED-EAS
Cnt=1. Stn=8 HUSERB 01/25/2006 12:45:46 PM
\$35.00 \$11.00 \$10.00 Total:\$56.00



I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon
certify that the instrument identified herein was recorded in the Clerk
records.

Elizabeth E. Huser - County Clerk

After recording return to:

Miloris Water Association, Inc.
c/o Josselson, Potter & Roberts
425 NW 10th Avenue #306
Portland, OR 97209

Until a change is requested, all tax
statements should be sent to:

No change

WATER EASEMENT

THIS WATER EASEMENT (this "Agreement") is made this 11-02-05, 2005, by and between VORIS PROBST and MILDRED PROBST, as Trustees of the Voris D. Probst and Mildred C. Probst Revocable Living Trust Dated May 21, 2004, as grantor ("Grantor"), and MILORIS WATER ASSOCIATION, INC. an Oregon non-profit corporation, as grantee ("Grantee").

RECITALS:

A. Voris and Mildred Probst as Trustees of the Voris D. Probst and Mildred C. Probst Revocable Living Trust Dated May 21, 2004 own that certain real property located in Columbia County, Oregon, and legally described as Parcel 1 of PARTITION PLAT NO. 2001-78 as recorded December 19, 2001 under Columbia County Clerks Fee No. C1-14107, Columbia County, Oregon ("Grantor's Property"). Grantee is an Oregon non-profit corporation created to provide water service to certain property formerly and presently owned by Grantor pursuant to a Water Agreement dated ^{Nov} ~~May~~ 2, 2005 ("Water Agreement").

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OCT 12 2017

SALEM, OR

6-18568

B. In satisfaction of their obligations under Section 7.2 of the Water Agreement, Grantor desires to grant an easement for reasonable ingress and egress to and from the Wells and Water Facilities on Grantor's Property for the purpose of providing water service to Grantor's Property, and for Grantee to use the water from the Wells on the terms and conditions contained herein and in the Water Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT:

1. **Grant of Water Easement.** Grantor hereby grants a non-exclusive easement over, under and across the portion of Grantor's Property legally described in the attached *Exhibit A* and depicted in the attached *Exhibit B* (the "Water Easement"). In the event of any conflict between the depiction (*Exhibit B*) and the legal description (*Exhibit A*), the latter controls. The depiction shall not be construed to interpret the legal description. The Water Easement shall be used for reasonable ingress and egress to and from the Wells and Water Facilities on Grantor's property, for maintaining the Wells and Water Facilities for domestic use and domestic irrigation in connection with Grantee's obligations under the Water Agreement and shall entitle Grantee and Grantee's agents, employees and contractors to extract and use water from the Wells in connection with Grantee's obligations under the Water Agreement. The Water Easement shall be appurtenant to Grantor's residence property located on Miloris Way and for up to a maximum of ~~four (4)~~ ^{three (3)} additional future lots created by partition or other legal division of Grantor's Property for the benefit of the future lots, and shall run with the land.

2. **Reservations.** Grantor, its successors and assigns reserve and shall have the right to: (i) use the portions of Grantor's Property covered by the Water Easement for any and all purposes not inconsistent with the easement rights granted herein and (ii) grant usage rights for the portions of Grantor's Property to third parties not inconsistent with this Agreement.

3. **Covenant Not to Interfere.** Grantee and its successors and assigns shall not unreasonably prevent, hinder, or interfere with Grantor's Property.

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OCT 12 2017

SALEM, OR

4. **Repair and Maintenance.** Grantee shall maintain the Water Easement and the Wells in accordance with all applicable laws, rules and regulations and pursuant to the terms of the Water Agreement. Grantor and Grantee shall use reasonable efforts to minimize interference with each other's use of the property described in the Water Easement. Grantee shall be responsible for the cost of any reasonable and necessary maintenance to and repair of the portions of Grantor's Property covered by the Water Easement to keep the same in good condition for the permitted uses described herein and the costs associated with maintenance and repair of the Wells and related pumps and piping as provided in the Water Agreement. Grantee shall have the specific right to repair the existing Wells, without making further payment to Grantor. Grantor and Grantee shall each be solely responsible for repairing any damage to the Water Easement or the Wells resulting from such party's or its agents', employees', contractors', invitees' or guests' negligent or improper use of the Water Easement or the Wells.

5. **Replacement Well.** In the event a Well fails, the Grantee shall have the right, but not the obligation, without making further payment to Grantor, to replace the failed Well within the easement area.

6. **Term.** The Water Easement shall terminate upon 90 day written notice to the Grantee from the Grantor that water from the city is available and that the Grantor is requiring that the parties served by Grantee connect to the city water source.

7. **Effective Date.** The easement granted and the covenants and agreements contained herein shall be effective as of the date this Agreement is executed by both parties.

8. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

9. **Binding Effect.** The easements granted and covenants and agreements contained herein shall run with the land and shall be binding upon the heirs, successors and assigns of Grantor and Grantee.

RECEIVED BY OWRD

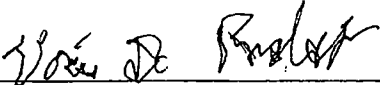
OCT 12 2017

SALEM, OR

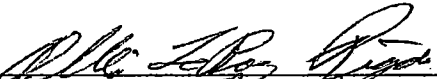
10. **Statutory Notice.** THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY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

GRANTOR:
PROBST

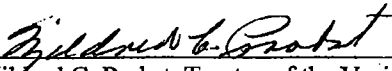
GRANTEE:
MILORIS WATER ASSOCIATION, INC.



Voris D. Probst, Trustee of the Voris D. &
Mildred C. Probst Revocable Living Trust
Dated May 21, 2004.
Date: 1/5/06

By: 

Name: Ollie LeRoy Rigdon
Title: Vice President, Sec, Treas
Date: 11-2-05



Mildred C. Probst, Trustee of the Voris D. &
Mildred C. Probst Revocable Living Trust
Dated May 21, 2004
Date: 1/5/06

ACKNOWLEDGMENTS ON FOLLOWING PAGE

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STATE OF Oregon)
County of Columbia) ss.

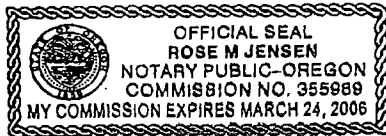
On January 5, 2005, personally appeared Voris D. Probst and Mildred C. Probst as Trustees of the Voris D. Probst and Mildred C. Probst Revocable Living Trust dated May 21, 2004 and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Kathie A. Garcia
NOTARY PUBLIC FOR Oregon
My Commission Expires: 11/27/09

STATE OF Oregon)
County of Columbia) ss.

On November 2, 2005, personally appeared Ollie Leroy Rugdon, V.P., Sec. & Treas. on behalf of Miloris Water Association, Inc. and acknowledged the foregoing instrument to be his/her voluntary act and deed.



Rose M. Jensen
NOTARY PUBLIC FOR State of Oregon
My Commission Expires: 3.24.2006

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EXHIBIT A
LEGAL DESCRIPTION OF WATER EASEMENT AREA

EASEMENT A: A non-exclusive 20 foot Wide non-exclusive easement for Water well and Pipeline being 10 feet on each side of the following described center-line:

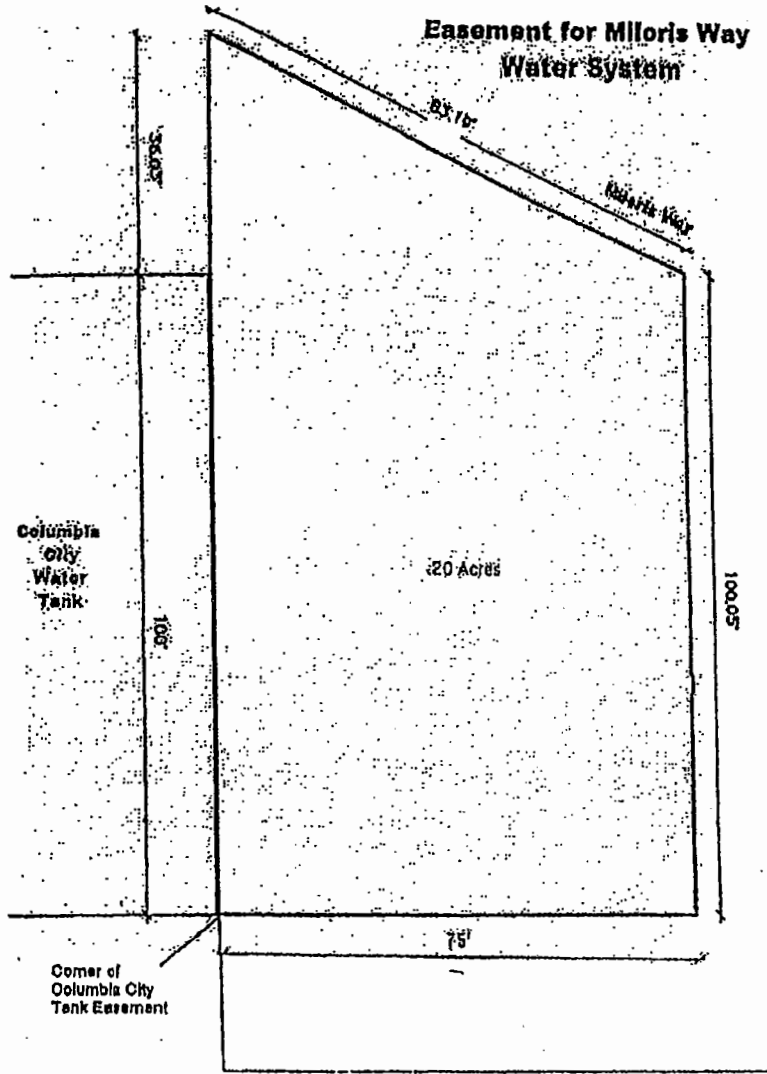
Beginning at a point which is the intersection of the Easterly extension of the North line of the Francis M. Gorig Donation Land Claim #55 and the East line of the Abraham G. Neer Donation Land Claim #56 in Section 28, township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; said point being the Southeast corner of the Voris Probst and Mildred Probst tract as described in Deed Book 208 at page 941, Columbia County Deed Records; thence South 89 degrees 10'00" West, along the South line of said Probst tract 778.49 feet; thence North 0 degrees 50'00" West 180.31 feet to a point on the Northerly right-of-way line of a 60 foot non-exclusive easement described in Deed Book 245 at page 599, Columbia County Deed Records and the true point of beginning of the non-exclusive easement herein described; thence North 24 degrees 48'00" East a distance of 15.00 feet to the end of the non-exclusive easement.

EASEMENT B: A 75 foot wide non-exclusive easement for water well and waterline being more particularly described as follows:

Beginning at a point which is the intersection of the Easterly extension of the North line of the Francis M. Gorig Donation Land Claim #55 and the East line of the Abraham G. Neer Donation Land Claim #56 in Section 28, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon; said point being the Southeast corner of the Voris Probst and Mildred Probst Tract as described in deed book 208 at page 941, Columbia County Deed Records; thence South 89 degrees 10'00" West along the South line of said Probst Tract 877.01 feet; thence North 0 degrees 50'00" West 25.00 feet to the Southeast corner of the Jack Keller and Columbia City Tract as described in the "Lease and Option to Purchase" in deed book 256 at page 587, Columbia County Deed Records; said point being the true point of beginning; thence North 0 degrees 50'00" West along the East line of said Jack Keller and Columbia City Tract a distance of 100.00 feet to the Northeast corner thereof; thence continuing North 0 degrees 50'00" West a distance of 36.03 feet to the Southerly right of way line of a 60 foot non-exclusive easement described in deed book 245 at page 599, Columbia County Deed Records; thence South 65 degrees 12' East, along said Southerly right of way line, a distance of 83.19 feet; thence South 0 degrees 50'00" East a distance of 100.05 feet to a point which is 25 feet Northerly (when measured at right angles) from said South line of the Probst Tract; thence South 89 degrees 10'00" West a distance of 75.00 feet to the true point of beginning.

EXHIBIT B


Easement for Millers Way
Water System



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SALEM, OR



Oregon Water Resources Department
 Apply for a Permit to Appropriate Ground Water and/or Store Ground Water

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Today's Date: Thursday, October 12, 2017

Base Application Fee for use of Ground, Surface and optionally Stored Water.		\$1,340.00
Number of proposed cubic feet per second (cfs) to be appropriated. (1 cfs = 448.83 gallons per minute)	.66	\$350.00
Number of proposed Use's for the appropriated water. (i.e. Irrigation, Supplemental Irrigation, Pond Maintenance, Industrial, Commercial, etc) *	1	
Number of proposed Ground Water points of appropriation. (i.e. number of wells) (include all injection wells, if applicable) **	2	\$350.00
Number of Acre Feet to be stored in a reservoir/pond from Ground Water.	0	
Number of Acre Feet to be appropriated from reservoir/pond (Only Applies to reservoir/pond constructed under Ground Water Application)	0	
Number of reservoirs.	0	
Permit Recording Fee. ***		\$520.00
* the 1st Water Use is included in the base cost. ** the 1st Ground Water point of appropriation is included in the base cost. *** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.	<input type="button" value="Recalculate"/>	
Estimated cost of Permit Application		\$2,560.00

FB

OWRD Fee Schedule

Fee Calculator Version B20170117