



Oregon Water Resources Department  
Ground Water Application

- [Main](#)
- [Help](#)
- [Return](#)
- [Contact Us](#)

Today's Date: Thursday, November 15, 2018

Base Application Fee.		\$1,340.00
Number of proposed cubic feet per second (cfs) to be appropriated. (1 cfs = 448.83 gallons per minute)	.37	\$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) **	3	\$700.00
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.	Recalculate	
Estimated cost of Permit Application		\$2,910.00

OWRD Fee Schedule

Fee Calculator Version B20170117

G-19789

# 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.oregon.gov/OWRD

## SECTION 1: APPLICANT INFORMATION AND SIGNATURE

### Applicant

NAME		PHONE (HM)	
PHONE (WK)	CELL	FAX	
ADDRESS			
CITY	STATE	ZIP	E-MAIL*

### Organization

NAME <b>Mayfield Farm LLC.</b>		PHONE <b>(503)303-0360</b>	FAX
ADDRESS <b>18555 SW Teton Ave Tualatin, OR 97062</b>			CELL
CITY TUALATIN	STATE OR	ZIP 97062	E-MAIL*

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

AGENT / BUSINESS NAME DOANN HAMILTON/PACIFIC HYDRO-GEOLOGY, INC		PHONE (503) 632-5016	FAX (503) 632-5983
ADDRESS 18487 S. VALLEY VISTA ROAD			CELL (503) 349-6946
CITY MULINO	STATE OR	ZIP 97128	E-MAIL* PHGDMH@GMAIL.COM

Note: Attach multiple copies as needed

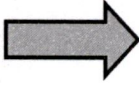
\* By providing an e-mail address, consent is given to receive all correspondence from the Department electronically. (Paper copies of the proposed and final order documents will also be mailed.)

**RECEIVED**  
**NOV 15 2018**  
**OWRD**

**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.**



	<b>Charles W Eggert</b>	<b>9/18/18</b>
Applicant Signature	Print Name and Title if applicable	Date
_____	_____	_____
Applicant Signature	Print Name and Title if applicable	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. **TL 3 1W 33 200, TL 3 1W 28D 1300 & 1400 (Mayfield)**
- YES, the land is encumbered by easements, rights of way, roads or other encumbrances.
- NO, I have a recorded easement or written authorization permitting access. **TL 3 1W 28 1201 (Elsinore Development), TL 3 1W 28 700 (Sweningson) & TL 3 1W 33 400 (Downey)**
- NO, I do not currently have written authorization or easement permitting access.
- NO, 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).
- NO, because water is to be diverted, conveyed, and/or used only on federal lands.

**Affected Landowners:** List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. *(Attach additional sheets if necessary).*

TL 3 1W 28 1201:  
 Elsinore Development c/o Charles Eggert  
 9955 SW Potano St.  
 Tualatin, OR 97062

TL 3 1W 28 700: (lease agreement attached)  
 Jon Sweningson  
 24884 Butteville Road NE  
 Aurora, OR 97002

TL 3 1W 33 400:  
 Scott B. Downey  
 24886 Butteville Road NE  
 Aurora, OR 97002

**RECEIVED**  
**NOV 15 2018**  
**OWRD**

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

**SECTION 3: WELL DEVELOPMENT**

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
Proposed Kurth Well 1 (CLAC 68175)	Willamette River	2,100 feet	~ 60 feet
Proposed Kurth Well 2 (CLAC 72023)	Willamette River	2,100 feet	~ 60 feet
Proposed White Well 1 (CLAC 62437)	Willamette River	2,200 feet	~ 60 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).*

See Well Logs CLAC 68175, 72023, and 62437.

GARY

**SECTION 3: WELL DEVELOPMENT, continued**

**Total maximum rate requested: 0.37 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)
Proposed Kurth Well 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CLAC 68175	<input type="checkbox"/>	12 inch	0 to 52'	71' to 105'	0 to 51'	3' on August 19, 2011	Alluvium	116 feet		
Proposed Kurth Well 2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CLAC 72023	<input type="checkbox"/>	12 inch	0 to 52' and 112 to 120'	52 to 112'	0 to 30'	4' on February 3, 2016	Alluvium	170 feet		
Proposed White Well 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CLAC 62437	<input type="checkbox"/>	10 inch	0 to 97.8'	69' to 76'	0 to 18'	2.40 on March 7, 2016	Alluvium	122 feet		
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>						Total:		1,000 gpm	73.75
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

\* Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.

\*\* A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.

\*\*\* Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

RECEIVED  
NOV 15 2018  
OWRD

For Department Use: App. Number: \_\_\_\_\_

**SECTION 4: SENSITIVE, THREATENED OR ENDANGERED FISH SPECIES PUBLIC INTEREST INFORMATION**

This information must be provided for your application to be accepted as complete. The Water Resources Department will determine whether the proposed use will impair or be detrimental to the public interest with regard to sensitive, threatened or endangered fish species if your proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters.

To answer the following questions, use the map provided in Attachment 3 or the link below to determine whether the proposed point of appropriation (POA) is located in an area where the Upper Columbia, the Lower Columbia, and/or the Statewide public interest rules apply.

For more detailed information, click on the following link and enter the TRSQQ or the Lat/Long of a POA and click on "Submit" to retrieve a report that will show which section, if any, of the rules apply:

[https://apps.wrd.state.or.us/apps/misc/lkp\\_trsqq\\_features/](https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/)

If you need help to determine in which area the proposed POA is located, please call the customer service desk at (503) 986-0801.

**Upper Columbia - OAR 690-033-0115 thru -0130**

RECEIVED  
NOV 15 2018

Is the well or proposed well located in an area where the Upper Columbia Rules apply?

Yes  No

OWRD

**If yes, you are notified** that the Water Resources Department will consult with numerous federal, state, local and tribal governmental entities so it may determine whether the proposed use is consistent with the "Columbia River Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the protection and recovery of listed fish species. The application may be denied, heavily conditioned, or if appropriate, mitigation for impacts may be needed to obtain approval for the proposed use.

**If yes, and if the Department determines that proposed groundwater use has the potential for substantial interference with nearby surface waters:**

- I understand that the permit, if issued, will not allow use during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that the Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements.

**Lower Columbia - OAR 690-033-0220 thru -0230**

Is the well or proposed well located in an area where the Lower Columbia rules apply?

Yes  No

**If yes, and the proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters you are notified** that the Water Resources Department will determine, by reviewing recovery plans, the Columbia River Basin Fish and Wildlife Program, and regional restoration programs applicable to threatened or endangered fish species, in coordination with state and federal agencies, as

appropriate, whether the proposed use is detrimental to the protection or recovery of a threatened or endangered fish species and whether the use can be conditioned or mitigated to avoid the detriment.

If a permit is issued, it will likely contain conditions to ensure the water use complies with existing state and federal water quality standards; and water use measurement, recording and reporting required by the Water Resources Department. The application may be denied, or if appropriate, mitigation for impacts may be needed to obtain approval of the proposed use.

**If yes, you will be required to provide the following information, if applicable.**

Yes  No The proposed use is for more than **one** cubic foot per second (448.8 gpm) and is not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans).

**If yes, provide a description of the measures to be taken to assure reasonably efficient water use:**

NA

RECEIVED

NOV 15 2018

OWRD

**Statewide - OAR 690-033-0330 thru -0340**

Is the well or proposed well located in an area where the Statewide rules apply?

Yes  No

**If yes, and the proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters you are notified** that the Water Resources Department will determine whether the proposed use will occur in an area where endangered, threatened or sensitive fish species are located. If so, the Water Resources Department, Department of Fish and Wildlife, Department of Environmental Quality, and the Department of Agriculture will recommend conditions required to achieve “no loss of essential habitat of threatened and endangered (T&E) fish species,” or “no net loss of essential habitat of sensitive (S) fish species.” If conditions cannot be identified that meet the standards of no loss of essential T E fish habitat or no net loss of essential S fish habitat, the agencies will recommend denial of the application unless they conclude that the proposed use would not harm the species.

**SECTION 5: WATER USE**

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Irrigation	March 1 through October 31	73.75 AF

**For irrigation use only:**

Please indicate the number of primary and supplemental acres to be irrigated (*must match map*).

Primary: 29.5 Acres Supplemental: NA Acres

If you listed supplemental acres, list the Permit or Certificate number of the underlying primary water right(s):

Cert 20450 – surface water right 7.8 acres TL 700 & 400 to be cancelled

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 73.75 AF

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: NA (**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*): NA

## SECTION 6: WATER MANAGEMENT

### A. Diversion and Conveyance

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

- Pump (give horsepower and type): Submersible 15 Hp  
 Other means (describe): \_\_\_\_\_

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. Water will be diverted from the wells using submersible pumps through four-inch buried PVC where K-line sprinklers will be attached to irrigate grass pasture

### 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*)

K Line 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*).

Irrigation with high pressure sprinklers is the most efficient method for irrigation of grass pasture. We will use only the amount of water needed for plant production without waste or impacts to surface waters

RECEIVED

NOV 15 2018

OWRD

## SECTION 7: PROJECT SCHEDULE

- a) Date construction will begin: Within three years after the permit is issued
- b) Date construction will be completed: Within five years after the permit has been issued
- c) Date beneficial water use will begin: Within five years after the permit has been issued

## SECTION 8: RESOURCE PROTECTION

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

- Water quality will be protected by preventing erosion and run-off of waste or chemical products.  
Describe: Water will be applied at rate and duration to avoid excess watering
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.  
**Note:** If disturbed area is greater than one acre, applicant should contact the Oregon Department of Environmental Quality to determine if a 1200C permit is required.  
Describe planned actions and additional permits required for project implementation:  
No streams within the place of use so no banks will need clearing

- Other state and federal permits or contracts required and to be obtained, if a water right permit is granted:  
List: NA

**SECTION 9: WITHIN A DISTRICT**

- Check here if the point of appropriation (POA) or place of use (POU) are located within or served by an irrigation or other water district.

Irrigation District Name NA	Address	
City	State	Zip

**SECTION 10: REMARKS**

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

The applicant has existing underlying surface water rights, Certificate 20450, for irrigation. The applicant intends to cancel this surface water rights.

**RECEIVED**

**NOV 15 2018**

**OWRD**



**This page left intentionally blank.**

**RECEIVED**

**NOV 15 2018**

**OWRD**

# Land Use Information Form



**Oregon Water Resources Department**  
 725 Summer Street NE, Suite A  
 Salem, Oregon 97301-1266  
 503-986-0900  
 www.oregon.gov/OWRD

**Applicant**

NAME <b>Mayfield Farm LLC. / Elsinore Development Group LLC</b>			PHONE (HM)		
PHONE (WK)		CELL		FAX	
ADDRESS <b>9955 SW Potano St.</b>					
CITY TUALATIN		STATE OR	ZIP 97062	E-MAIL*	

**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:
3S	1W	28		1201	EFU	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
3S	1W	28		700	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
3S	1W	28D		1300	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
3S	1W	28D		1400	EFU	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation

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

Clackamas County

**RECEIVED**  
 NOV 15 2018

**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: 0.37     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:

New Groundwater application to irrigate pastures using a K-line sprinkler system.



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

G-10759

# 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): 200 Section 401

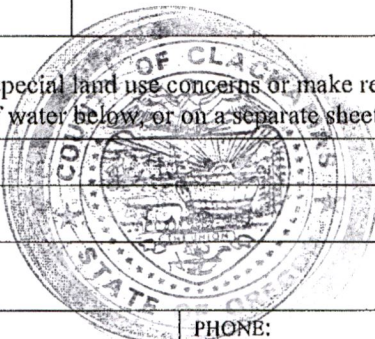
Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land use approvals as listed in the table below. (Please attach documentation of applicable land use approvals which have already been obtained. Record of Action/land use decision and accompanying 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.

\_\_\_\_\_

NAME <u>Nicole Cross</u>	TITLE: <u>Planner I</u>
SIGNATURE <u>Nicole Cross</u>	PHONE: <u>503-742-4513</u>
GOVERNMENT ENTITY <u>Clackamas County Planning + Zoning</u>	DATE: <u>10/10/18</u>



**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**

**RECEIVED**



**NOV 15 2018**

Applicant name: \_\_\_\_\_

City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_

**OWRD**

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

G-18789

# Land Use Information Form



**Oregon Water Resources Department**  
 725 Summer Street NE, Suite A  
 Salem, Oregon 97301-1266  
 503-986-0900  
 www.oregon.gov/OWRD

**Applicant**

NAME <b>Mayfield Farm LLC. / Elsinore Development Group LLC</b>			PHONE (HM)		
PHONE (WK)		CELL		FAX	
ADDRESS <b>9955 SW Potano St.</b>					
CITY TUALATIN		STATE OR	ZIP 97062	E-MAIL *	

**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:
3S	1W	33		200	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
3S	1W	33		400	EFU	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation

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

Marion County

**RECEIVED**  
 NOV 15 2018

**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: 0.37  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:

New Groundwater application to irrigate pastures using a K-line sprinkler system.



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

G-18789

## 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): MCC 17.136
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land use approvals as listed in the table below. (Please attach documentation of applicable land use approvals which have already been obtained. Record of Action/land use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

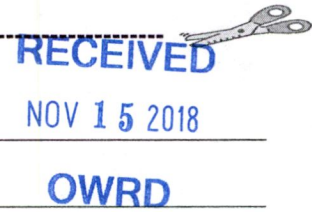
Type of Land Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued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

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

NAME <u>LISA MILLIMAN</u>	TITLE: <u>ASSOCIATE PLANNER</u>
SIGNATURE <u>Lisa Milliman</u>	PHONE: <u>503 588 5038</u>
GOVERNMENT ENTITY <u>MARION COUNTY</u>	DATE: <u>11/15/18</u>

**Note to local government representative:** Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

**Receipt for Request for Land Use Information**



Applicant name: \_\_\_\_\_

City or County: \_\_\_\_\_ Staff contact: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_

*G-10759*

-Tax Statements:  
Elsinore Development Group, LLC  
19480 SW 97th Ave., Tualatin, OR 97062

Return to:  
Randall J. Adams, Attorney at Law  
P.O. Box 680  
Mt. Angel, OR 97362

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That KURTH FARMS, an Oregon corporation, hereinafter designated as Grantor, for the consideration stated, does grant, bargain, sell and convey to ELSINORE DEVELOPMENT GROUP, LLC, an Oregon Limited Liability Company, hereinafter designated as Grantee, to the Grantee's heirs, successors and assigns all of Grantor's interest in real property in Clackamas County, described as follows:

See attached Exhibit "A", incorporated by this reference.

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. And the grantor hereby covenants to and with the grantee and grantee's heirs, successors and assigns that the real property is free from all encumbrances and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$835,640.00

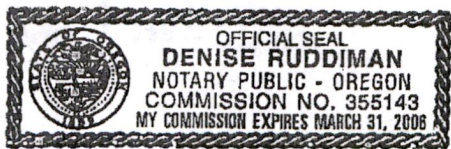
**LAND USE LAW - ORS 93.040 THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVES USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

IN WITNESS WHEREOF, the grantors have executed this deed on 8-1-03, 2003.

KURTH FARMS, INC.

Neil K. Kurth  
By: Neil Kurth  
Its: President

RECEIVED  
NOV 15 2018  
OWRD



STATE OF OREGON, County of Clackamas ss.

This instrument was acknowledged before me on 8-1-03, 2003, by Neil Kurth as President of Kurth Farms, Inc.

Denise Ruddiman  
Notary Public for Oregon

2

FIDELITY NATIONAL TITLE CO. & 2177

10-10-11

Exhibit "A"

PARCEL I:

Part of Section 28, Township 3 South, Range 1 West of the Willamette Meridian, Clackamas County, Oregon, described as follows:

Beginning at a point 362.7 feet East of the one-quarter section corner on the South line of said section; thence North to a point in the center of the County Road, said point being 362.70 feet East and 2002.46 feet North of the one-quarter section corner on the South line of Section 28, Township 3 South, Range 1 West of the Willamette Meridian; thence, tracing the center line of said road, North 70°44' East 423.73 feet to an angle corner in said road; thence, continuing along said center line, North 75° East 466.08 feet to a re-entrant corner in the West line of that certain tract of land conveyed by Edward Borchers and wife to Henry Horn and wife, by deed recorded August 12, 1943, in Book 311, Page 543, Deed Records; thence, tracing the West line of said Horn tract, South 2262.81 feet to the South line of said Section 28; thence West 850.20 feet to the place of beginning.

Lot 1400  
Tax Map  
3 1W 28D

PARCEL II:

Part of Section 28, Township 3 South, Range 1 West of the Willamette Meridian, Clackamas County, Oregon, more particularly described as:

Beginning at the one-quarter corner on the South boundary of Section 28; thence South 89°49' West 665.52 feet to a point in the East line of the Anson Cone Donation Land Claim; thence North 0°16' East, on said East line, 1524.47 feet to a point in the center line of the Butteville-Boones Ferry Road; thence North 66°29' East, tracing said center line, a distance of 552.61 feet; thence North 71°46' East, tracing said center line, 542.18 feet to the Northwest corner of a tract of land conveyed to Nathan J. Kurth, et ux, by deed recorded in Volume 402, Page 611, Deed Records for Clackamas County, Oregon; thence South, tracing the West line of said Kurth tract, a distance of 1912.46 feet to a point in the South line of Section 28; thence West, on said South line, a distance of 362.7 feet to the place of beginning.

Lot 1300  
Tax Map  
3 1W 28D

Excepting therefrom that portion in roads.

RECEIVED

NOV 15 2018

OWRD

3

White

10-11

22

08-8 32447

FIDELITY NATIONAL TITLE CO.

RECORDING REQUESTED BY  
FIDELITY NATIONAL TITLE COMPANY OF OREGON

Clackamas County Official Records  
Sherry Hall, County Clerk

2003-108760

GRANTOR'S NAME  
Edward A. White



\$31.00

08/18/2003 10:36:00 AM

GRANTEE'S NAME  
Elsinore Development Group LLC

D-D Cnt=1 Stn=6 MIKE  
\$10.00 \$11.00 \$10.00

SEND TAX STATEMENTS TO:  
Elsinore Development Group LLC  
19480 SW 97th Avenue  
Tualatin, OR 97062

AFTER RECORDING RETURN TO:  
Elsinore Development Group LLC  
19480 SW 97th Avenue  
Tualatin, OR 97062

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Edward A. White, Grantor, conveys and warrants to

Elsinore Development Group LLC, a LLC, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Clackamas, State of Oregon,

SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

Subject to and excepting:

2003-2004 taxes a lien, not yet payable. The property has been zoned for farmland. In the event of disqualification, the property may be subject to additional taxes and or penalties. Rights of the public and governmental agencies in and to any portion of said land lying within the boundaries of streets, roads and highways. Easements as recorded.

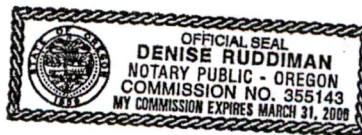
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$232,000.00 (See ORS 93.030)

DATED: July 22, 2003

*Edward A. White*  
Edward A. White

RECEIVED  
NOV 15 2018  
OWRD



STATE OF OREGON  
COUNTY OF Clackamas

This instrument was acknowledged before me on

August 15, 2003

by Edward A. White

Denise Ruddiman

NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES: 3/31/06



### EXHIBIT ONE

PARCEL 1:

Beginning at an iron rod on the South line of Section 28, Township 3 South, Range 1 West, of the Willamette Meridian, Clackamas County, Oregon, which iron rod is 1406.20 feet South 89°54' West from the one quarter corner on the South line of said Section 28, said point of beginning being on the East line of that certain tract of land conveyed to Vida White Clark and Daniel B. Clark by Deed recorded in Book 305, Page 61, Clackamas County Deed Records; running thence South 89°54' West along the South line of said Section 28 a distance of 653.30 feet to an iron rod; thence North 15°26' West, 1490.90 feet to a point in the centerline of County Road No. 178, said point being on the West line of that certain tract of land conveyed to Edward A. White and Vida E. Clark by Deed recorded in Book 419, Page 460, Clackamas County Deed Records; thence North 81°34' East along the centerline of said road 460.30 feet to a point in the East line of the said White and Clark tract; thence South 15°26' East, 610.46 feet to an iron rod at the Southeast corner of said tract; thence North 67°47' East, 458.04 feet to an iron pipe at the most Easterly Northeast corner of the aforesaid Clark tract described in Book 305, Page 61, Clackamas County Deed Records; thence South 00°26' East along the East line of said tract 1088.26 feet to the point of beginning.

*Lot 1201  
Tax Map 31W 28*

PARCEL 2:

A part of the Anson Cone D.L.C. No. 48, in Section 28, Township 3 South, Range 1 West of the Willamette Meridian, Clackamas County, Oregon, described as follows:

That portion of the following described tract lying Southerly of County Road No. 178, also known as Butteville Road, also known as Boones Ferry Road, as now travelled:

Beginning at the Southwest corner of what was the J.S. Vaughn land which point of beginning is located North 36.85 chains and South 67° West, 12.85 chains from the most Easterly Southeast corner of said Anson S. Cone D.L.C. from said beginning point running thence North 15° West, 16.22 chains to the North line of said Anson Cone D.L.C.; thence South 75° West, 6.20 chains to the Northeast corner of the W.C. Kinyon land; thence South 15° East, 17.88 chains; thence North 67° East, 6.20 chains, more or less, to a point which would intersect the line drawn South 15° East from the place of beginning; thence North 15° West, 1 chain, more or less, to the place of beginning.

EXCEPTING that part conveyed to Clackamas County by Deed from Isaac T. Felts and Josie V. Felts, husband and wife, to said Clackamas County, recorded February 3, 1941, in Book 276, Page 671, Deed Records.

FURTHER EXCEPTING that portion lying within the boundaries of public roads.

RECEIVED  
NOV 15 2018  
OWRD

②

-Tax Statements:  
Elsinore Development Group, LLC  
19480 SW 97<sup>th</sup> Ave., Tualatin, OR 97062

Return to:  
Randall J. Adams, Attorney at Law  
P.O. Box 680  
Mt. Angel, OR 97362

WARRANTY DEED      REEL      PAGE  
                                 2171      199

KNOW ALL MEN BY THESE PRESENTS, That KURTH FARMS, INC., an Oregon corporation, hereinafter designated as Grantor, for the consideration hereinafter stated, does grant, bargain, sell and convey to ELSINORE DEVELOPMENT GROUP, LLC, an Oregon Limited Liability Company, hereinafter designated as Grantee, and unto Grantees' heirs, successors and assigns all of Grantor's interest in real property in Marion County, described as follows:

See attached Exhibit "One", incorporated by this reference.

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever. And the grantor hereby covenants to and with the grantee and grantee's heirs, successors and assigns that the real property is free from all encumbrances and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$14,360.00.

**LAND USE LAW - ORS 93.040 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 APPROVES USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

IN WITNESS WHEREOF, the grantors have executed this deed on 8-1-03, 2003.



KURTH FARMS, INC.

Neil K. Kurth

By: Neil Kurth  
Its: President

RECEIVED

NOV 15 2018

OWRD

STATE OF OREGON, County of Clackamas )ss.

This instrument was acknowledged before me on Aug. 1, 2003, by Neil Kurth as President of Kurth Farms, Inc.

Denise Ruddiman  
Notary Public for Oregon

Fidelity National Title

**EXHIBIT "ONE"**

Part of Section 33, Township 3 South, Range 1 West of the Willamette Meridian in Marion County, Oregon, more particularly described as: Beginning at the quarter section corner between Sections 28 and 33 in Township 3 South, Range 1 West of the Willamette Meridian in Marion County, Oregon; thence South on the quarter section line, a distance of 23.6 feet; thence South  $74^{\circ} 04'$  West, 692.4 feet to a point in the East line of the Anson Cone Donation Land Claim No. 48; thence North on said East line, 213.5 feet to a point in the North line of Section 33; thence North  $89^{\circ} 49'$  East, on said South line, a distance of 665.42 feet to the place of beginning.

Lot 200  
Tax Map  
3 1 W 33

**RECEIVED**

**NOV 15 2018**

**OWRD**

RECEIVED  
NOV 15 2018  
OWRD

Elsinore Development Group, LLC

9955 SW Potano Street  
Tualatin, OR 97062  
503/692-9666 & Fax 503/692-1508

November 5, 2013

Mr. Jon Sweningson  
24884 Butteville Road NE  
Aurora, OR 97002


Dear Jon:

Enclosed please find the additional sum of \_\_\_\_\_ or appreciation of your continued support of our dairies.

Chuck does want to renew the lease for another 10 years. The current rate of \_\_\_\_\_, acre continues to be market value for the usage of the land; the lease calls for 110% of that rate upon renewal, so the lease rate for 2014 forward will be \_\_\_\_\_ acre or \_\_\_\_\_ per year. I would also imagine that there will be a continued amount going forward for appreciation/support.

Sorry for the delay in payment and I hope this finds you and your family well.

Very truly yours,

  
Kaye N. Barnes  
Executive Assistant

RECEIVED

NOV 15 2013

OWRD

/knb  
Encl.

G-18789

## AGRICULTURAL LEASE

This Lease is made as of October 1, 2004, by and between Jon Sweningson and Marla Sweningson, husband and wife ("Landlord"), whose address is 24884 Butteville Road, Aurora, OR 97002 and Elsinore Development Group, L.L.C., an Oregon limited liability company ("Tenant"), whose address is 19480 SW 97<sup>th</sup> Avenue, Tualatin, OR 97062-8505.

### Section 1. Description of Leased Property

Landlord leases to Tenant for agricultural purposes the approximately 22 acres abutting Butteville Road that constitutes the northerly portion of the real property described in the attached Exhibit A, and commonly known as tax lot 700 in Section 28, Township 3 South, Range 1 West of the Willamette Meridian, Clackamas County, Oregon (the "Property").

### Section 2. Term of Lease and Rental Rate

The term of this Lease shall commence October 1, 2004, and terminate September 30, 2014, unless Tenant has exercised its option to renew as set forth herein. The initial annual rental shall be \_\_\_\_\_ and shall be paid on or before October 1<sup>st</sup> of each year during the term of this Lease, commencing October 1, 2005, until Tenant receives its organic certification from Oregon Tilth, at which time the annual rent for the following year shall be increased to Tenant anticipates, but cannot guarantee, that its organic certification will be received by October 1, 2007.

### Section 3. Option to Renew

On or before October 1, 2013, Tenant shall have the option to renew this Lease for an additional 10 year term, provided that Tenant is not then in default hereunder. The annual rental during the renewal term, if any, shall be one hundred ten percent (110%) of the fair market rental for similar agricultural properties in the area where the Property is located. Notice of the exercise of this option to renew shall be given as provided herein.

### Section 4. Costs of Farming

Tenant shall be responsible for and pay all the costs of materials, labor, equipment, utilities, and other expenses necessary to farm the Property and raise crops from the Property during the lease term. Tenant may install fencing along the Butteville Road side of the Property similar to the fencing installed on Tenant's other properties along Butteville. If Tenant installs such fencing, Tenant shall pay for the materials and labor necessary to install and maintain it. At the termination of this Lease, any such fencing shall become the property of Landlord, AS IS, without warranty or representation as to its condition by Tenant.

### Section 5. Manner of Farming

Tenant shall farm, cultivate, maintain, and operate the Property consistent with the best agricultural practices employed by the farming industry in the area where the Property is located. Tenant shall refrain from practices that will cause unusual erosion to the Property. It is Tenant's intent to engage in organic farming on the Property, and to obtain organic certification from Oregon Tilth for the Property. Tenant agrees to diligently pursue such organic certification, and to make a reasonable and diligent effort to obtain such certification as quickly as the law and the requirements of Oregon Tilth allow. Landlord agrees to refrain from any activities on or near

RECEIVED

NOV 15 2018

OWRD

**Section 15. Assignment and Sublease**

Tenant may not assign this lease and may not sublease all or any part of the Property without Landlord's prior written consent, except to an entity controlled by the current Members of Tenant, which assignment shall be allowed.

**Section 16. Successor Interests**

Subject to Landlord's contingent right to terminate this Lease contained in the Right of First Refusal and the limitation on assignment by Tenant, this lease shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

**Section 17. Nonwaiver**

Failure by either party at any time to require performance by the other of this Lease shall in no way affect such party's right to enforce any Lease provisions; nor shall any waiver of any breach be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

**Section 18. Notices**

Any notice under this Lease shall be in writing and shall be effective when actually delivered or, if mailed, three (3) days following the date when deposited as registered or certified mail directed to the address stated in this Lease or to such other address as either party may specify by notice to the other party. Payments to Landlord shall be made to the same address.

**Section 19. Quitting Property at End of Lease**

Tenant shall peaceably surrender, quit, and give up the Property at the termination or earlier expiration of this Lease; provided, however, that Tenant shall have a reasonable opportunity to remove growing crops when they are ready for harvest, after the termination of this Lease, so long as Tenant is not in default hereunder.

**Section 20. Attorney Fees**

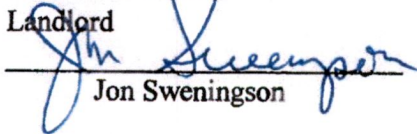
If litigation is instituted arising directly or indirectly out of this Lease, the losing party shall pay to the prevailing party the prevailing party's reasonable attorney fees and court costs as determined by the court, at trial, or any appeal therefrom.

**Section 21. Representations and Warranties**

Tenant accepts the Property in their present condition, AS IS, without any representation or warranties, express or implied, except as otherwise set forth in this Lease. It is understood and agreed that Landlord makes no guarantee or representation as to the production or carrying capacity of the Property, that Tenant has inspected the Property, and that Tenant has made its own determination of the value of the Property.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Landlord

  
Jon Sweningson

  
Marla Sweningson

RECEIVED  
NOV 15 2018  
OWRD

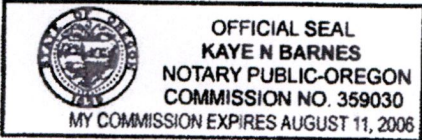
Tenant

Elsinore Development Group, L.L.C.

By Charles W. Eggert  
Charles W. Eggert  
Managing Member

STATE OF OREGON )  
 ) ss.  
County of Clackamas )

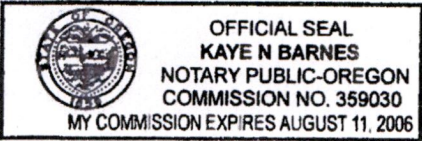
This instrument was acknowledged before me on Oct 11, 2004,  
by Jon Sweningson.

[SEAL] 

Kaye N Barnes  
Notary Public for Oregon  
My commission expires: 8/11/06

STATE OF OREGON )  
 ) ss.  
County of Clackamas )

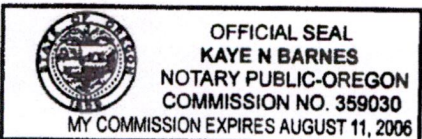
This instrument was acknowledged before me on Oct 11, 2004,  
by Marla Sweningson.

[SEAL] 

Kaye N Barnes  
Notary Public for Oregon  
My commission expires: 8/11/06

STATE OF OREGON )  
 ) ss.  
County of Washington )

This instrument was acknowledged before me on Oct 11, 2004,  
by Charles W. Eggert, as Managing Member of Elsinore Development Group, L.L.C..

[SEAL] 

Kaye N Barnes  
Notary Public for Oregon  
My commission expires: 8/11/06

RECEIVED  
NOV 15 2018  
OWRD

Exhibit 'A'

A parcel of land located in the Southwest one-quarter of Section 28, Township 3, South, Range 1 West, of the Willamette Meridian, Clackamas County, Oregon. Said parcel of land being more particularly described as follows:

Commencing at the South one-quarter corner of said Section 28; thence North 89° 45'08" West along the South line of said Southwest one-quarter of said Section 28, a distance of 671.80 feet to a point on the Easterly boundary line of the Anson Cone donation land claim, said point also being the true point of beginning of the parcel of land herein described;

Thence continuing along said South line of said Southwest one-quarter of said Section 28, North 89°45'08" West, a distance of 733.46 feet to a point on the Westerly boundary line of that parcel of land described in that deed recorded November 15, 1989, as document number 89-51439, Clackamas County deed records; thence North 00°11'04" East, along said Westerly boundary line, a distance of 1087.59 feet to a point on the Southwesterly extension of the Southerly right-of-way line of Butteville Road; thence North 68°51'53" East along said Southwesterly extension and along said Southerly right-of-way line, a distance of 802.60 feet to a point on the Easterly boundary line of said Anson Cone donation land claim; thence South 00°46'28" West, along said Easterly boundary line, a distance of 1380.15 feet to the true point of beginning of the parcel of land herein described.

Said parcel of land contains an area of 20.9517 acres more or less.

Lot 700, Tax Map 3 1W 28D

RECEIVED  
NOV 15 2018  
OWRD

STATE OF OREGON 99-115899  
CLACKAMAS COUNTY

Received and placed in the public  
records of Clackamas County

RECEIPT# AND FEE: 104737 \$40.00

DATE AND TIME: 12/20/99 10:24 AM  
JOHN KAUFFMAN, COUNTY CLERK

2

G-10759



# Elsinore Development Group, LLC

19480 SW 97<sup>th</sup> Avenue  
Tualatin, OR 97062  
503/692-9666, Fax 503/692-1508

January 30, 2009

Ms. Dixie Downey  
24886 NE Butteville Road  
Aurora, OR 97002

Dear Dixie:

Enclosed please find a check in the amount of \$2,000.00 for lease payments for the years of 2008 and 2009. My sincere apologies as evidently we overlooked the payment to you last February.

Thanks and if you have any questions or concerns please feel free to contact me.

Very truly yours,

Kaye N. Barnes  
Administrator

/knb  
Encl.

RECEIVED

NOV 15 2018

OWRD

*copy*

*mailed 2/1/11  
✓ 2/1/12*

G-18759

## AGRICULTURAL LEASE

This Lease is made as of February 1, 2005, by and between Scott Downey & Dixie Downey, husband and wife ("Landlord"), whose address is 24886 NE Butteville Road, Aurora, OR 97002 and Elsinore Development Group, L.L.C., an Oregon limited liability company ("Tenant"), whose address is 19480 SW 97<sup>th</sup> Avenue, Tualatin, OR 97062-8505.

### Section 1. Description of Leased Property

Landlord leases to Tenant for agricultural purposes the approximately 5 acres abutting the Sweningson property that constitutes the northerly portion of the real property and commonly known as tax lot 400 in Section 33, Township 3 South, Range 1 West of the Willamette Meridian, Marion County, Oregon (the "Property") and more particularly set forth as the diagonal portion set forth on the map attached hereto as Exhibit "A".

### Section 2. Term of Lease and Rental Rate

The term of this Lease shall commence February 1, 2005, and terminate January 31, 2015, unless Tenant has exercised its option to renew as set forth herein. The initial annual rental shall be \$750.00, and shall be paid in arrears on or before February 1<sup>st</sup> of each year during the term of this Lease, commencing February 1, 2006, until Tenant receives its organic certification from Oregon Tilth, at which time the annual rent for the following year shall be increased to \$1,000.00. Tenant anticipates, but cannot guarantee, that its organic certification will be received by February 1, 2008. Tenant agrees to diligently prosecute its attempts to obtain organic certification as set forth herein.

### Section 3. Option to Renew

On or before February 1, 2014, Tenant shall have the option to renew this Lease for an additional 10 year term, provided that Tenant is not then in default hereunder. Should Tenant desire to renew the said Lease, Tenant is required to provide Landlord written notice of intent to renew no later than 90 days from expiration. The annual rental during the renewal term, if any, shall be increased by the CPI (consumer price index) percent of increase during the previous lease term associated with the Portland, Oregon metropolitan area, but under no circumstances should the rental amount during the renewal term be less than the rental amount during the initial lease term.

### Section 4. Costs of Farming

Tenant shall be responsible for and pay all the costs of materials, labor, equipment, utilities, and other expenses necessary to farm the Property and raise crops and/or livestock from the Property during the lease term. Tenant may install fencing on the Property with the specific locations to be approved by owner. If Tenant installs such fencing, Tenant shall pay for the materials and labor necessary to install and maintain it. At the termination of this Lease, any such fencing shall become the property of Landlord, AS IS, without warranty or representation as to its condition by Tenant.

RECEIVED

NOV 15 2018

2-18-18

**Section 5. Manner of Farming**

Tenant shall farm (crops or livestock), cultivate, maintain, and operate the Property consistent with the best agricultural practices employed by the farming industry in the area where the Property is located. Tenant shall refrain from practices that will cause unusual erosion to the Property. It is Tenant's intent to engage in organic farming and/or raising organic livestock on the Property, and to obtain organic certification from Oregon Tilth for the Property. Tenant agrees to diligently pursue such organic certification, and to make a reasonable and diligent effort to obtain such certification as quickly as the law and the requirements of Oregon Tilth allow. Specifically, but without limitation, Landlord agrees not to use or spray, or allow to be used or sprayed, any chemical fertilizers, herbicides or pesticides on or near the Property in a manner that allows them to migrate to the Property. Landlord further agrees to cooperate fully with Tenant's efforts to obtain organic certification for the Property; provided, however, that Landlord shall not be required to incur any significant expense in regard thereto.

**Section 6. Compliance with Law and Hazardous Materials**

Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities pertaining to Tenant's use of the Property, and with all recorded covenants, conditions, and restrictions, regardless of when they become effective. These include, without limitation, any required alteration of the Property because of Tenant's specific use, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials, waste disposal, air emissions and other environmental matters, and all zoning and other land use matters.

**Section 7. Taxes**

Landlord shall pay all the real property taxes levied on the Property and Tenant shall pay all taxes on any of Tenant's personal property used on the Property.

**Section 8. Liens**

Tenant shall pay when due all claims for work done on the Property, and for services rendered or material furnished to Tenant to grow Tenant's crops/livestock on the Property or incurred for Tenant's repair responsibilities for the Property and improvements; and Tenant shall keep the Property and the crops/or livestock free of any liens arising out of the failure to pay such claims or arising out of any other activity of Tenant. If the Property, improvements, or crops/livestock are subjected to any lien because of the activities of Tenant, and a lien is not discharged within 10 days, Landlord may discharge the lien, and recover the cost from Tenant on demand, plus interest at the rate of 18% per annum from the date of expenditure. Such action by Landlord shall not constitute a waiver of any right or remedy that Landlord may have on account of Tenant's default. If the Tenant in good faith elects to contest the lien, then Tenant shall, upon Landlord's written request, deposit with Landlord cash or sufficient corporate surety bond or other security satisfactory to Landlord, to discharge the lien plus costs and interest.

RECEIVED

NOV 15 2018

OWRD

**Section 9. Indemnity; Liability Insurance**

Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or relating to any activity of Tenant on the Property. Before going into possession of the Property, Tenant shall procure, and during the term of this Lease shall continue to carry, public liability and property damage insurance, naming Landlord as an additional insured, with liability limits of not less than \$1 Million for injury to persons or property in one occurrence. Such insurance should be provided by an insurance carrier reasonably acceptable to Landlord.

**Section 10. Default; Remedies**

**10.1** The following shall be events of default:

- (a) Failure to pay the rent when due.
- (b) Dissolution, termination of existence, insolvency, business failure, discontinuance as a going business (except for labor disputes), appointment of a receiver of any of the Property, assignment for the benefit of creditors, or commencement of any proceedings under any bankruptcy or insolvency laws by or against Tenant.
- (c) Failure of Tenant to comply with any other term or condition, or fulfill any other obligation of the lease within 30 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Tenant begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as possible.
- (d) Abandonment by the Tenant of the Property.

**10.2** In the event of default, Landlord shall have the right to re-enter, take possession of the Property, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Such right shall be cumulative and in addition to all other remedies available to Landlord under applicable law or in equity.

**Section 11. Landlord's Right of Entry**

Landlord may go on the Property at any time, provided Landlord does so in a reasonable manner that does not harm the growing crops/livestock or interfere with the farming activities of Tenant. Tenant acknowledges that Landlord maintains their personal residence on the acreage immediately adjacent and to the south of the Property, and that Landlord and their invitees will be using the gravel road along the western boundary of the Property for access to such residence. Landlord agrees to indemnify and hold Tenant harmless from any and all damages caused by Landlord and their invitees as a result of exercising this right, and to reimburse Tenant for any damage done to Tenant's crops/livestock by Landlord or their invitees.

RECEIVED

NOV 15 2018

OWRD

12/10/18

**Section 12. Covenants of Title**

Landlord covenants that Landlord has full right and authority to lease the Property and will protect Tenant from all other claimants.

**Section 13. Assignment and Sublease**

Tenant may not assign this lease and may not sublease all or any part of the Property without Landlord's prior written consent, except to an entity controlled by the current Members of Tenant, which assignment shall be allowed.

**Section 14. Successor Interests**

Subject to Landlord's contingent right to terminate this Lease contained in the Right of First Refusal and the limitation on assignment by Tenant, this lease shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

**Section 15. Nonwaiver**

Failure by either party at any time to require performance by the other of this Lease shall in no way affect such party's right to enforce any Lease provisions; nor shall any waiver of any breach be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

**Section 16. Notices**

Any notice under this Lease shall be in writing and shall be effective when actually delivered or, if mailed, three (3) days following the date when deposited as registered or certified mail directed to the address stated in this Lease or to such other address as either party may specify by notice to the other party. Payments to Landlord shall be made to the same address.

**Section 17. Quitting Property at End of Lease**

Tenant shall peaceably surrender, quit, and give up the Property at the termination or earlier expiration of this Lease and restore the property to its original condition, normal wear and tear associated with growing crops and raising livestock excepted; provided, however, that Tenant shall have a reasonable opportunity to remove growing crops (not to exceed 90 days) when they are ready for harvest, after the termination of this Lease, so long as Tenant is not in default hereunder.

**Section 18. Attorney Fees**

In case either party is required to file suit or action to enforce any term or condition hereof, the non-prevailing party is required to pay the prevailing party's reasonable attorney fees and costs incurred, both at trial and on appeal. Additionally, should Tenant file any type of bankruptcy proceeding, or have an involuntary bankruptcy proceeding filed against Tenant, Tenant shall be responsible for the payment of all of Landlord's attorney fees and costs associated with the said bankruptcy proceeding.

RECEIVED

NOV 15 2018

OWRD

**Section 19. Representations and Warranties**

Tenant accepts the Property in their present condition, AS IS, without any representation or warranties, express or implied, except as otherwise set forth in this Lease, including but not limited to, condition of property, property and boundary lines, square footage or acreage. It is understood and agreed that Landlord makes no guarantee or representation as to the production or carrying capacity of the Property, that Tenant has inspected the Property, and that Tenant has made its own determination of the value of the Property.

**Section 20. Indemnification.**

Tenant agrees to indemnify and hold Landlord harmless therefrom all damages incurred by Landlord as a result of Tenant's activities on the said leased property.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Landlord *[Signature]*  
Scott Downey

*[Signature]*  
Dixie Downey

Tenant

Elsinore Development Group, L.L.C.

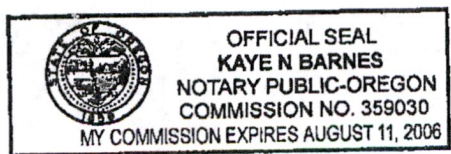
By *[Signature]*  
Charles W. Eggert,  
Managing Member

RECEIVED  
NOV 15 2018  
OWRD

STATE OF OREGON     )  
                                  ) ss.  
County of Marion     )

This instrument was acknowledged before me on 2/7/05  
\_\_\_\_\_ by Scott Downey.

[SEAL]

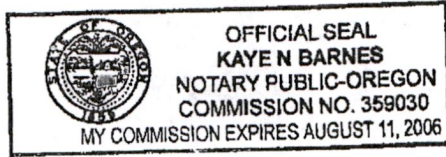


*[Signature]*  
Notary Public for Oregon  
My commission expires: 8/11/06

STATE OF OREGON       )  
                                  ) ss.  
County of Marion       )

This instrument was acknowledged before me on 2/1/05  
\_\_\_\_\_ by Dixie Downey.

[SEAL]

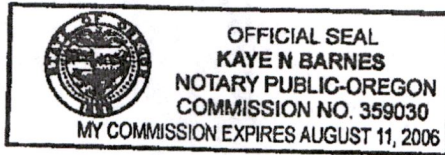


Kaye N Barnes  
Notary Public for Oregon  
My commission expires: 8/11/06

STATE OF OREGON       )  
                                  ) ss.  
County of Washington   )

This instrument was acknowledged before me on February 3  
2005 by Charles W. Eggert, as Managing Member of Elsinore Development Group,  
L.L.C.

[SEAL]



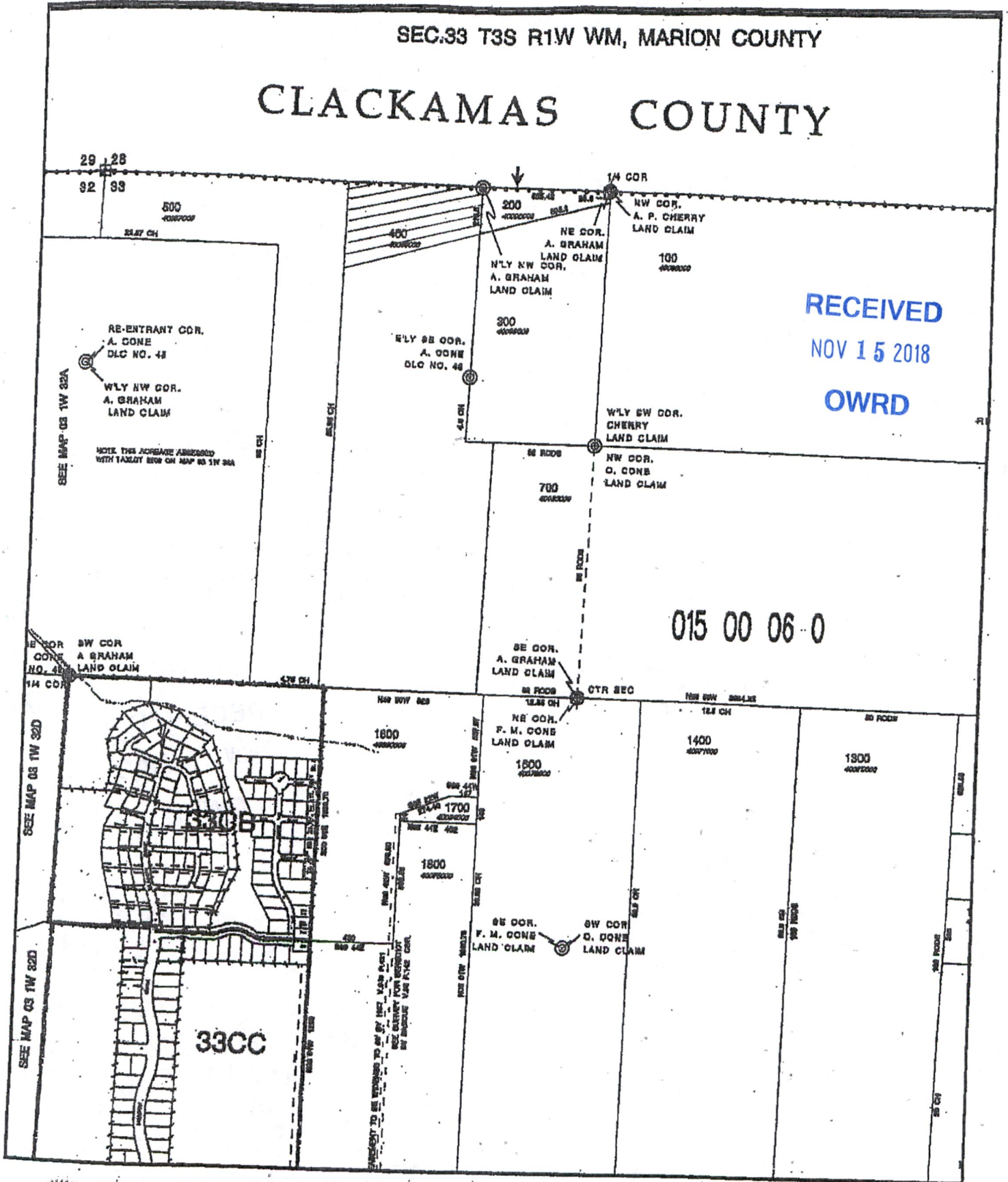
Kaye N Barnes  
Notary Public for Oregon  
My commission expires: 8/11/06

RECEIVED  
NOV 15 2018  
OWRD

Exhibit A

SEC.33 T3S R1W WM, MARION COUNTY

# CLACKAMAS COUNTY



**RECEIVED**  
**NOV 15 2018**  
**OWRD**

015 00 06 0

**THIS MAP IS FURNISHED AS A CONVENIENCE BY FIDELITY NATIONAL TITLE COMPANY.**

This sketch is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.





Exhibit 'A'

A parcel of land located in the Northwest one-quarter of Section 33, Township 3 South, Range 1 West of Willamette Meridian, Marion County, Oregon. Said parcel of land being more particularly described as follows:

Beginning at the intersection of the Northerly line of said Section 33 with the Easterly line of the Anson Cone Donation Land Claim, said point being North  $89^{\circ}45'08''$  West along the Northerly line of said Section 33 a distance of 671.80 feet from the North one-quarter corner of said Section 33; Thence South  $00^{\circ}46'28''$  West along the Easterly line of said Donation Land Claim, a distance of 1314.21 feet to the Southwest corner of that parcel of land conveyed to June Schoonover and recorded as Parcel 1 in Document No. 89-51439, Clackamas County Deed Records; Thence South  $89^{\circ}50'34''$  East along the Southerly line of said Parcel 1, a distance of 146.14 feet to the Northwest corner of that parcel of land described in that deed recorded December 7, 1997 in Volume 95, Page 114, Marion County Deed Records; Thence South  $00^{\circ}09'43''$  West, along the west line of said volume 95, page 114 parcel, a distance of 1313.95 feet to a point on the South line of the Northwest one-quarter of said Section 33, thence North  $89^{\circ}56'00''$  West; along said South line of said Northwest one-quarter, a distance of 866.58 feet to a point; thence North  $00^{\circ}11'04''$  East a distance of 2630.62 feet to a point on the North line of said Section 33; thence South  $89^{\circ}45'08''$  East, along said North line of said Section 33 a distance of 733.46 feet to the point of beginning.

Lot 400, Map 3 1W 33

RECEIVED

NOV 15 2018

OWRD

6-18759