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

Application for a Permit to Use
Surface Water

OWRD

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

Form with fields for NAME (HERBERT LUMBER COMPANY), PHONE (WK, CELL), ADDRESS (PO BOX 7), CITY (RIDDLE), STATE (OR), ZIP (97469), and E-MAIL (*LYNN@HERBERTLUMBER.COM).

Organization

Form with fields for NAME, PHONE, FAX, ADDRESS, CELL, CITY, STATE, ZIP, and E-MAIL (*).

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

Form with fields for AGENT / BUSINESS NAME, PHONE, FAX, ADDRESS, CELL, CITY, STATE, ZIP, and E-MAIL (*).

Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the Department electronically. (Paper copies of the proposed and 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 legally use water until the Water Resources Department issues a permit.
The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
If I receive 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 receive water to which they are entitled.



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

Applicant Signature (handwritten signature)

LYNN HERBERT
Print Name and Title if applicable

6/14/21
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.

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- YES, there are no encumbrances.
- 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.
- 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).*

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: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into (if unnamed, say so), and the locations of the point of diversion (POD):

Source 1: GALESVILLE RESERVOIR	Tributary to: Cow Creek > South Umpqua River
TRSQQ of POD: T.30S R.06W SESE SEC.12	
Source 2:	Tributary to:
TRSQQ of POD:	

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

B. Applications to Use Stored Water

Do you, or will you, own the reservoir(s) described in Section 3A above?

- Yes.
- No. (Enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which should have been mailed or delivered to the operator.)

If *all* sources listed in Section 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

SECTION 4: 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.

To answer the following questions, use the map provided in [Attachment 3](#) or the link below to determine whether the proposed point of diversion (POD) 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 T,R,S,QQ or the Lat/Long of a POD 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/

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

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

Is the POD located in an area where the Upper Columbia Rules apply?

Yes No

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,

- I understand that the proposed use does not involve appropriation of direct streamflow during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that I will install, operate and maintain a fish screen and fish passage as listed in ORS 498.301 through 498.346, and 509.580 through 509.910, to the specifications and extent required by Oregon Department of Fish and Wildlife, prior to diversion of water under any permit issued pursuant to this application.

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Surface Water — Page 3
Rev. 06-18

For Department Use: App. Number: _____

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- I understand that the Oregon 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 POD located in an area where the Lower Columbia rules apply?

Yes No

If yes, you are notified that 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, provide the following information (the information must be provided with the application to be considered complete).

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:

Statewide - OAR 690-033-0330 thru -0340

Is the POD located in an area where the Statewide rules apply?

Yes No

If yes, 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.

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SECTION 5: WATER USE

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):
(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
Galesville Reservoir	General Industrial	Year Round	<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

Please indicate the number of primary and supplemental acres to be irrigated.
 Primary: _____ Acres Supplemental: _____ Acres
 If supplemental acres are listed, provide 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: _____
- If the use is **mining**, describe what is being mined and the method(s) of extraction: _____

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SECTION 6: WATER MANAGEMENT

A. Diversion and Conveyance

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

- Pump (give horsepower and type): 20 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 South Umpqua River and conveyed to a holding pond using 2.5" delivery pipe. Water is pumped from holding pond and used for log deck sprinkling and emergency fire suppression.

B. Application Method

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

Fire suppression system and high pressure sprinklers for log decks.

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to public uses of affected surface waters.

Will use best industrial management practices to conserve water and install a totalizing meter.

SECTION 7: RESOURCE PROTECTION

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

- Diversion will be screened per ODFW specifications in ORS 498.301 through 498.346 to prevent uptake of fish and other aquatic life.
Describe planned actions: Existing fish screen installed and maintained.

- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Note: If disturbed area is more than one acre, applicant should contact the Department of Environmental Quality to determine if a 1200C permit is required.
Describe planned actions and additional permits required for project implementation: No excavation expected.

- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe planned actions and additional permits required for project implementation: No equipment or additional permits needed.

- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe planned actions: Run off will be minimized. No erosion anticipated.

- List other federal and state permits or contracts to be obtained, if a water right permit is granted.
Douglas County Contract for Galesville water.

SECTION 8: PROJECT SCHEDULE

- a) Date construction will begin: System in place
- b) Date construction will be completed: System in place
- c) Date beneficial water use will begin: upon issuance of permit.

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SECTION 9: WITHIN A DISTRICT

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

Irrigation District Name	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).*

Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

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.

Please submit the original application and signatures to the Water Resources Department. Applicants are encouraged to keep a copy of the completed application.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership
- SECTION 3: Source of Water
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Water Management
- SECTION 7: Resource Protection
- SECTION 8: Project Schedule
- SECTION 9: Within a District
- SECTION 10: Remarks

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Include the following additional items:

- 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.
- Fees - Amount enclosed: \$ _____
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.
- Map that includes the following items:
 - 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 diversion, by reference to a recognized public land survey corner (distances north/south and east/west)
 - Indicate the area of use by Quarter/Quarter and tax lot identified clearly.
 - 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)

Water-Use Permit Application Processing

1. Completeness Determination

The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050. 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 \$410.00 for the applicant and \$810.00 for non-applicants. Protests are filed on approximately 10 percent 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 can issue a Final Order within 60 days of the close of the period for receiving protest. If the application is approved, a permit is issued. The permit specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate

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Land Use Information Form



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

NOTE TO APPLICANTS

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

This form is NOT required if:

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

NOTE TO LOCAL GOVERNMENTS

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

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Land Use Information Form



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

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Applicant

NAME HERBERT LUMBER COMPANY			PHONE (HM)		
PHONE (WK) 541-874-2236		CELL		FAX	
ADDRESS PO BOX 7					
CITY RIDDLE		STATE OR	ZIP 97469	E-MAIL* LYNN@HERBERTLUMBER.COM	

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:
30S	6W	12	SESE	1201		<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
30S	6W	12	SWSE, SESW	700		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	
30S	6W	13	NENW	800		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

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: _____ 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:

General industrial use at Riddle mill using 20 acre-feet of Galesville Reservoir stored water.



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.

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): LUO 3.23B.100 (2,3)

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.

WS21-0639 ZONED: ME - RURAL IND. PROPERTY ID: R36378, R133325, R140034, R141220, R36322, R36426, R36434

NAME <u>Robin Lambert</u>	TITLE: <u>Planning Technician</u>
SIGNATURE <u>[Signature]</u>	DATE: <u>6-14-21</u>
PHONE: <u>541-440-4289</u>	
GOVERNMENT ENTITY <u>Douglas County Planning Dept.</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: _____

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DOUGLAS COUNTY PLANNING DEPARTMENT
ROOM 106, JUSTICE BUILDING
DOUGLAS COUNTY COURTHOUSE
ROSEBURG, OR 97470

DOUGLAS COUNTY PLANNING DEPARTMENT
ROOM 106, JUSTICE BUILDING
DOUGLAS COUNTY COURTHOUSE
ROSEBURG, OR 97470

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APR 18 2016

SALEM, OR

After Recording Return to:
Barry Rubenstein
101 East Broadway, Suite 200
Eugene, OR 97401

Until a change is requested all tax statements shall be sent to the following address:
Lynn Herbert Sawmills, LLC
P.O. Box 7
Riddle, OR 97469

Grantor Name and Address:
Milton Herbert, Trustee under
Trust Agreement dated December 16, 2004
150 Stengar Lane
Roseburg, OR 97471-8505

Grantee Name and Address:
Lynn Herbert Sawmills, LLC
P.O. Box 7
Riddle, OR 97469

Consideration: \$930,000

Douglas County Official Records
Patricia K. Hitt, County Clerk

2012-020436

[REDACTED]

\$56.00

00335458201200204360040046

DEED-WD Cnt=1 Stn=1 RECEIPTCOUNTER 12/31/2012 1:55:46 PM
\$20.00 \$11.00 \$15.00 \$10.00

WARRANTY DEED - STATUTORY FORM

Milton Herbert, Trustee under Trust Agreement dated December 16, 2004, Grantor, conveys and warrants to Lynn Herbert Sawmills, LLC, Grantee, all of his interest in the following described real property, free of encumbrances except as specifically set forth herein:

Legal description on attached Exhibit A.

Subject to: Easements, conditions, and restrictions, of record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

S-88216

The liability and obligations of Grantors to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the amount, nature and terms of any right of indemnification available to Grantors under any title insurance policy, and or obligation is available to Grantors under any such title insurance policy. The limitations contained Grantors shall have no liability or obligation except to the extent that reimbursement for such liability herein expressly do not relieve Grantors of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

Dated this 20 day of December, 2012.

Milton Herbert

Milton Herbert, Trustee under Trust
Agreement dated December 16, 2004

STATE OF OREGON,)
) ss.
County of Douglas)

This instrument was acknowledged before me on December 20, 2012, by Milton Herbert, Trustee under Trust Agreement dated December 16, 2004.



Sarah C. Subias
Notary Public for Oregon

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RECORDED BY OWRD

APR 18 2016

SALON, OR

APR 18 2016

SALEM, OR

EXHIBIT A

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Parcel 1:

Beginning at a 3/4 inch rod in the Westerly right of way line of the Southern Pacific Railroad at the Northeast corner of that parcel of land conveyed to Judd Creek Lumber Company and described in Volume 140, page 639, Deed Records of Douglas County, Oregon, from which the Southeast corner of the Wm. W. Judd Donation Land Claim No. 51, Township 30 South, Range 6 West, Willamette Meridian, bears South 4° 28' 30" West 668.2 feet and South 88° 03' East 598.8 feet; thence North 74° 58' West 674.4 feet along the north boundary of said Judd Creek Lumber Company parcel to a 1 inch iron bar at the Northwest corner thereof; thence North 11° 29' 30" East 32.2 feet to a 1 inch iron pipe; thence North 75° 04' West 113.3 feet and continuing North 75° 04' West 30.0 feet to a 1 inch iron pipe, said iron pipe being in the East boundary of that parcel of land conveyed to R.F. and Lois Howes as described in Volume 189, Page 620, of said records; thence North 8° 17' East 151.9 feet along said east boundary to a 1 inch iron pipe on the bank of Judd Creek, and continuing North 8° 17' East 33.0 feet to the center of said Judd Creek; thence upstream along the center line of said Creek and along the Northerly boundary of said Howes parcel South 81° 48' West 98.7 feet and North 32° 09' West 10.0 feet to the Northwest corner thereof, and continuing along the center line of said Creek North 32° 09' West 80.5 feet, North 79° 14' West 90.4 feet, North 44° 13' West 147.4 feet, South 82° 24' West 97.7 feet, and North 69° 23' West 124.4 feet to the east boundary of that parcel of land conveyed to George and Mary Gibson as described in Volume 123, page 264, of said records; thence North 6° 15' East 34.6 feet along said east boundary to a 1 inch pipe at the Northeast corner thereof; thence North 70° 15' West 790.7 feet along the North boundary of said parcel; thence North 26° 00' West 955.0 feet along an easterly boundary of a parcel of land conveyed to Paul and Lois Barber and John and Hazel Hewitt as described in Volume 190, page 292, of said records, to an angle thereof; thence East 3274.9 feet along the north line of the South half of the South half of Section 12, Township 30 South, Range 6 West; thence South 1° 45' East 409.2 feet to the northerly right of way line of the Southern Pacific Railroad; thence following said right of way line South 45° 30' West 526.0 feet, South 37° 45' West 396.0 feet, South 23° 00' West 330.0 feet, South 15° 15' West 99.0 feet, South 11° 45' West 132.0 feet and South 4° 28' 30" West (equals South 5° 00' West per Volume 142, page 153, Deed Records) 170.0 feet to the place of beginning, in Sections 12 and 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

ALSO EXCEPTING THEREFROM:

Beginning at a 3/4 inch rod in the Westerly right of way line of the Southern Pacific Railroad at the Northeast corner of that parcel of land conveyed to Judd Creek Lumber Company and described in Volume 140, page 639, Deed Records of Douglas County, Oregon, from which the Southeast corner of the Wm. W. Judd Donation Land Claim No. 51, Township 30 South, Range 6 West, Willamette Meridian, bears South 4° 28' 30" West 668.2 feet and South 88° 03' East 598.8 feet; thence North 74° 58' West 674.4 feet along the north boundary of said Judd Creek Lumber Company parcel to a 1 inch iron bar at the Northwest corner thereof; thence North 11° 29' 30" East 32.2 feet to a 1 inch iron pipe; thence North 75° 04' West 113.3 feet and continuing North 75° 04' West 30.0 feet to a 1 inch iron pipe, said iron pipe being in the East boundary of that parcel of land conveyed to R.F. and Lois Howes as described in Volume 189, Page 620, of

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said records; thence North 8° 17' East 151.9 feet along said east boundary to a 1 inch iron pipe on the bank of Judd Creek; thence southeasterly along Judd Creek to West right of way line Southern Pacific Railroad; thence southwesterly along said West right of way line Southern Pacific Railroad to point of beginning.

ALSO EXCEPTING THEREFROM:

A parcel of land lying in Section 12, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, and being described as follows:

Beginning at the northeast corner of the Herbert Lumber Co., property as described in Instrument No. 291576, Deed Records of Douglas County, Oregon; from which the south quarter corner of said Section 12 bears North 88° 30' 10" West 789.52 feet and South 0° 49' 20" West 1296.11 feet; thence North 88° 30' 10" West, along the north line of the above said Herbert Lumber Co., property, 190.00 feet; thence South 0° 35' 50" East, parallel with the east line of said property, 110 feet, more or less, to the northerly right of way line of County Road No. 263; thence Easterly along said Northerly right of way line 190 feet, more or less, to a point on the above said east line of the Herbert Lumber Co., property; thence North 0° 35' 50" West, along said east line, 100 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM:

County Road No. 263.

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Parcel 2:

A parcel of land lying in Section 12, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, and being described as follows:

Beginning at the northeast corner of the Herbert Lumber Co. property as described in Recorder's No. 291576, Deed Records of Douglas County, Oregon, from which the south quarter corner bears North 88° 30' 10" West 789.52 feet and South 0° 49' 20" West 1296.11 feet; thence North 88° 30' 10" West, along the north line of the said Herbert Lumber Co. property, 190.00 feet to the true point of beginning; thence South 1° 29' 50" West to the northerly right of way line of County Road No. 263; thence Westerly, along said northerly right of way line to a point which is South 1° 29' 50" West of a point which is North 88° 30' 10" West 200.00 feet from the true point of beginning; thence North 1° 29' 50" East to a point which is North 1° 29' 50" East 100.00 feet from the north line of the Herbert Lumber Co. tract described in Recorder's No. 291576, Deed Records of Douglas County, Oregon; thence South 88° 30' 10" East and parallel to said north line of the Herbert Lumber Co. tract described in Recorder's No. 291576, Deed Records of Douglas County, Oregon, as aforesaid 200.00 feet; thence South 1° 29' 50" West 100.00 feet to the true point of beginning, all in Douglas County, Oregon.

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK

2005-012327



\$31.00

05/18/2005 03:15:21 PM

DEED-WD Cnt=1 Stn=1 RECEIPTCOUNTER
\$15.00 \$11.00 \$5.00

After Recording Return to:

Barry Rubenstein
P.O. Box 10567
Eugene, OR 97440

Until a change is requested all tax statements
shall be sent to the following address:

No change

WARRANTY DEED - STATUTORY FORM

Milton Herbert, Grantor, conveys and warrants to Milton Herbert, Trustee under Trust Agreement dated December 16, 2004, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

Legal description on attached Exhibit A.

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 consideration for this conveyance is none.

The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the amount, nature and terms of any right of indemnification available to Grantor under any title insurance policy, and Grantor shall have no liability or obligation except to the extent that reimbursement for such liability or obligation is available to Grantor under any such title insurance policy. The limitations contained herein expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of such liability or obligations.

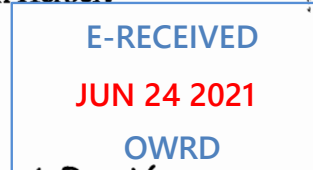
Dated this 16 day of December, 2004.

Milton Herbert

Milton Herbert

REC'D. V.L. & T.O. RD

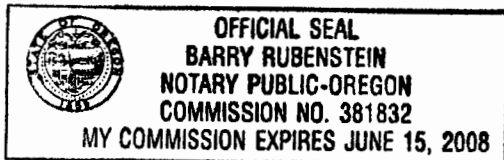
STATE OF OREGON)
) ss.
County of Douglas)



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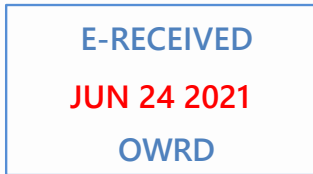
This instrument was acknowledged before me on 12-16, 2004, by Milton Herbert.



Barry Rubenstein

Notary Public for Oregon

S-98216



PARCEL 1

Lots 4, 5 and 8 of Section 8, Township 29 South, Range 4 West, Willamette Meridian, Douglas County, Oregon.

PARCEL 2

A parcel of land lying in Section 12, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, and being described as follows:

Beginning at the northeast corner of the Herbert Lumber Co. property as described in Recorder's No. 291576, Deed Records of Douglas County, Oregon, from which the south quarter corner bears North 88° 30' 10" West 789.52 feet and South 0° 49' 20" West 1296.11 feet; thence North 88° 30' 10" West, along the north line of the said Herbert Lumber Co. property, 190.00 feet to the true point of beginning; thence South 1° 29' 50" West to the northerly right of way line of County Road No. 263; thence Westerly, along said northerly right of way line to a point which is South 1° 29' 50" West of a point which is North 88° 30' 10" West 200.00 feet from the true point of beginning; thence North 1° 29' 50" East to a point which is North 1° 29' 50" East 100.00 feet from the north line of the Herbert Lumber Co. tract described in Recorder's No. 291576, Deed Records of Douglas County, Oregon; thence South 88° 30' 10" East and parallel to said north line of the Herbert Lumber Co. tract described in Recorder's No. 291576, Deed Records of Douglas County, Oregon, as aforesaid 200.00 feet; thence South 1° 29' 50" West 100.00 feet to the true point of beginning, all in Douglas County, Oregon.

PARCEL 3

The East half of the Southwest quarter of Section 22, Township 29 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

ALSO that portion of the Southeast quarter of the Northwest quarter of Section 22, Township 29 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, lying Southerly of the property described in Recorder's No. 80-16190, Records of Douglas County, Oregon.

PARCEL 4

Beginning at a 3/4 inch rod in the westerly right of way line of the Southern Pacific Railroad at the northeast corner of that parcel of land conveyed to Judd Creek Lumber Company and described in Volume 140, Page 639, Deed Records of Douglas County, Oregon, from which the southeast corner of the Wm. W. Judd Donation Land Claim No. 51, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, bears South 4° 28' 30" West 668.2 feet and South 88° 03' East 598.8 feet; thence North 74° 58' West 674.4 feet along the north boundary of said Judd Creek Lumber Company parcel to a 1 inch iron bar at the northwest corner thereof; thence North 11° 29' 30" East 32.2 feet to a 1 inch iron pipe; thence North 75° 04' West 113.3 feet and continuing North 75° 04' West 30.0 feet to a 1 inch iron pipe, said iron pipe being in the east boundary of that parcel of land conveyed to R. F. and Lois Howes as described in Volume 189, Page 620, Deed Records of Douglas County, Oregon; thence North 8° 17' East 151.9 feet along said east boundary to a 1 inch iron pipe on the bank of Judd Creek, and continuing North 8° 17' East 33.0 feet to the center of said Judd Creek; thence upstream along the centerline of said Creek and along the northerly boundary of said Howes parcel South 81° 48' West 98.7 feet and North 32° 09' West 10.0 feet to the northwest corner thereof, and continuing along the centerline of said Creek North 32° 09' West 80.5 feet, North 79° 14' West 90.4 feet, North 44° 13' West 147.4 feet, South 82° 24' West 97.7 feet, and North 69° 23' West 124.4 feet to the east boundary of that parcel of land conveyed to George and Mary Gibson as described in Volume 123, Page 264, Deed Records of Douglas County, Oregon; thence North 6° 15' East 34.6 feet along said east boundary to a 1 inch pipe at the northeast corner thereof; thence North 70° 15' West 790.7 feet along the north boundary of said parcel; thence North 26° 00' West 955.0 feet along an easterly boundary of a parcel of land conveyed to Paul and Lois Barber and

continued

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John and Hazel Hewitt as described in Volume 190, Page 292, Deed Records of Douglas County, Oregon, to an angle thereof; thence East 3274.9 feet along the north line of the South half of the South half of Section 12, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon; thence South 1° 45' East 409.2 feet to the northerly right of way line of the Southern Pacific Railroad; thence following said right of way line South 45° 30' West 526.0 feet, South 37° 45' West 396.0 feet, South 23° 00' West 330.0 feet, South 15° 15' West 99.0 feet, South 11° 45' West 132.0 feet and South 4° 28' 30" West (equals South 5° 00' West per Volume 142, Page 153, Deed Records of Douglas County, Oregon) 170.0 feet to the place of beginning, in Sections 12, and 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

EXCEPTING THEREFROM property conveyed in Recorder's Nos. 65-12034, 71-17533 and 79-8789, Records of Douglas County, Oregon.

PARCEL 5

That portion of the following described property lying Southerly of Judd Creek and Easterly of the County Road:

Beginning at a 3/4 inch rod in the westerly right of way line of the Southern Pacific Railroad at the northeast corner of that parcel of land conveyed to Judd Creek Lumber Company and described in Volume 140, Page 639, Deed Records of Douglas County, Oregon, from which the southeast corner of the Wm. W. Judd Donation Land Claim No. 51, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon, bears South 4° 28' 30" West 668.2 feet and South 88° 03' East 598.8 feet; thence North 74° 58' West 674.4 feet along the north boundary of said Judd Creek Lumber Company parcel to a 1 inch iron bar at the northwest corner thereof; thence North 11° 29' 30" East 32.2 feet to a 1 inch iron pipe; thence North 75° 04' West 113.3 feet and continuing North 75° 04' West 30.0 feet to a 1 inch iron pipe, said iron pipe being in the east boundary of that parcel of land conveyed to R. F. and Lois Howes as described in Volume 189, Page 620, Deed Records of Douglas County, Oregon; thence North 8° 17' East 151.9 feet along said east boundary to a 1 inch iron pipe on the bank of Judd Creek, and continuing North 8° 17' East 33.0 feet to the center of said Judd Creek; thence upstream along the centerline of said Creek and along the northerly boundary of said Howes parcel South 81° 48' West 98.7 feet and North 32° 09' West 10.0 feet to the northwest corner thereof, and continuing along the centerline of said Creek North 32° 09' West 80.5 feet, North 79° 14' West 90.4 feet, North 44° 13' West 147.4 feet, South 82° 24' West 97.7 feet, and North 69° 23' West 124.4 feet to the east boundary of that parcel of land conveyed to George and Mary Gibson as described in Volume 123, Page 264, Deed Records of Douglas County, Oregon; thence North 6° 15' East 34.6 feet along said east boundary to a 1 inch pipe at the northeast corner thereof; thence North 70° 15' West 790.7 feet along the north boundary of said parcel; thence North 26° 00' West 955.0 feet along an easterly boundary of a parcel of land conveyed to Paul and Lois Barber and John and Hazel Hewitt as described in Volume 190, Page 292, Deed Records of Douglas County, Oregon, to an angle thereof; thence East 3274.9 feet along the north line of the South half of the South half of Section 12, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon; thence South 1° 45' East 409.2 feet to the northerly right of way line of the Southern Pacific Railroad; thence following said right of way line South 45° 30' West 526.0 feet, South 37° 45' West 396.0 feet, South 23° 00' West 330.0 feet, South 15° 15' West 99.0 feet, South 11° 45' West 132.0 feet and South 4° 28' 30" West (equals South 5° 00' West per Volume 142, Page 153, Deed Records of Douglas County, Oregon) 170.0 feet to the place of beginning, in Sections 12, and 13, Township 30 South, Range 6 West, Willamette Meridian, Douglas County, Oregon.

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END OF DOCUMENT

S-88216



Douglas County

Planning and Sanitation Pre-Application Worksheet

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JUN 21 2021

OTHER ACTION

OWRD

Worksheet Number <h2 style="margin: 0;">WS21-0639</h2>	Applicant LYNN HERBERT SAWMILLS LLC PO BOX 7 RIDDLE, OR 97469 (541) 874-2236	Owner LYNN HERBERT SAWMILLS LLC PO BOX 7 RIDDLE, OR 97469
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SITE INFORMATION

Site Address 652 RIDDLE BY-PASS RD RIDDLE, OR 97469	MTL 30-06W-12-00700	Property ID Number (Primary) R36378	Size (Acres) 40.85
Improvement LUCS FOR OWRD		Proposed Use Land Use Compatibility Statement	
Existing Structures (Number and Type) SAW MILL, MULTIPLE INDUSTRIAL BLDGS		Distance of Building Site from River, Creek, or Stream Bank >50 FEET	
Directions N/A			

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

APPLICANT SIGNATURE: _____

DATE: _____

6/14/21

PLANNING DEPARTMENT INFORMATION

Zoning ME	Overlays
---------------------	----------

SETBACKS (Industrial, Rural)

Front Property Line of Right of Way 15 Feet	Rear Line 5 Feet	Side Line 5 Feet	Exterior Side Line None
Sign Code NO SIGN PROPOSED - N/A	Special Setback N/A	Riparian Setback 50 FEET	
Parking Spaces Required N/A	Building Height 50 Feet	Flood Plain No	Floor Height Above Ground N/A

Conditions of Approval

LUCS FOR OWRD FOR PERMIT TO USE/STORE WATER FROM GALESVILLE RESERVOIR TO HERBERT LUMBER SAWMILL FOR INDUSTRIAL USE; NO STRUCTURAL DEVELOPMENT AUTHORIZED THROUGH THIS LUCS; MUST MEET ALL REQ. AND PERMITTING FROM ALL APPLICABLE AGENCIES.

Sanitation N/A	Sanitary District	Water N/A	Access Permit Required? NOT REQ'D
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Report Codes

NONSTRUCTURAL N/A N/A COUNTY ACCESS

Refer To

NONE

Approved By: RAL	Date: 6/14/2021	Receipt #: P39343	Amount: \$ 165.00	Expiration Date: 6/13/2022
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SANITATION INFORMATION

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

U&I-2021-1

**CONTRACT FOR PURCHASE OF INDUSTRIAL-COMMERCIAL OR MULTIPLE
PURPOSE WATER FROM GALESVILLE PROJECT**

This contract is made on _____, 20__ between Douglas County, a political subdivision of the State of Oregon, ("County"), and _____ Herbert Lumber Company _____, ("Customer").

COUNTY AND CUSTOMER AGREE:

1. TERM AND RENEWAL:

1.1. The initial term of this contract shall begin on June 1, 2021 and end on December 31, 2030, unless it is sooner terminated as provided herein.

1.2. As used in this contract, unless the context clearly indicates otherwise, "term" or "term of this contract" shall mean both the initial term and any extension.

1.3. Customer shall have the right to extend the term of this contract for five successive periods of ten years each upon the following conditions:

1.3.1. Approximately ninety days prior to expiration of the contract term, County shall notify Customer in writing that Customer has the right to extend the term at the price set pursuant to section 11.

1.3.2. Customer may elect to extend the contract term by written notice to County within thirty days after County gives notice of the right to extend. Concurrently with written notice of extension Customer may request the Board of Commissioners to review and reduce the price of water in accordance with subsection 11.4.

1.3.3. No other act or agreement shall be required of the parties to effect the extension after Customer gives proper notice of election to extend the contract term.

1.3.4. Each extension shall commence on the day following the termination date of the initial term or the preceding extension.

1.4. The provisions of this contract shall apply to any extension except for changes in the purchase price pursuant to section 11; modifications required to comply with federal or state statutes, regulations, or administrative rules; or modifications required to comply with any contract between County and the United States concerning the Galesville Project.

1.5. Customer shall not be entitled to extend the term of this contract if Customer is in default under this contract at the time extension is requested by Customer.

2. AUTHORITY OF PUBLIC WORKS DIRECTOR:

2.1. The Director of the Douglas County Public Works Department (the Director) has authority to administer this contract on behalf of County.

2.2. The Director may delegate authority to administer this contract to the Manager of the County Public Works Department, Natural Resources Division (the Division Manager), except for authority to establish the price of water under section 11 of this contract. The Director shall retain the right to supersede any decision of the Division Manager in the administration and interpretation of this contract.

2.3. References to the Director in this contract shall be deemed to include the Division Manager, to the extent the Director has delegated authority to the Division Manager.

3. WATER ALLOCATION: Each year during the term of this contract, County shall allocate 20.00 acre feet of storage capacity in the Galesville Reservoir for Customer.

4. PERMITS AND CERTIFICATES OF WATER RIGHTS:

4.1. County shall file and maintain any reservoir water right permit and/or certificate to store water in the Galesville reservoir allocated for the Customer's use, as required by the State of Oregon Water Resources Department or its successor ("OWRD").

4.2. Customer, at Customer's expense, shall be responsible for obtaining any permit and/or certificate of water rights for use of the stored water allocated under this contract as required by the OWRD.

4.3. Within 6 months after the effective date of this contract, Customer shall provide County with a copy of the application map provided to the State.

5. RELEASE OF WATER:

5.1. Subject to the provisions of this contract, County will release into the natural channel of Cow Creek water comprising the allocation described in section 3. Water released for Customer's allocation shall be measured and delivered to Customer's point of diversion of record by County with equipment installed and maintained by County.

5.2. County shall report to the OWRD all allocated water stored and distributed to Customer's point of diversion of record, including reasonable losses. Customer shall report all water use as described on Customer's water right of record to the County no later than November 30th each year and as may be required by the State.

5.3. The obligations of County to allocate capacity may be restricted by any lawful order, regulation, or ruling of any governmental agency or provisions of a contract between County and the United States. Such legal restrictions may impair the County's ability to perform its obligations under this contract. In that event, County shall be relieved of its obligations to the extent necessary to comply with the legal restrictions. Customer's payments under this contract shall be reduced proportionally to any reduction in Customer's allocation resulting from such legal restrictions.

5.4. Notwithstanding any other provision of this contract, County may suspend release and delivery of water to Customer upon written notice to Customer if Customer fails to make any payment for such water when due.

6. DIVERSION AND USE OF WATER:

6.1. Customer shall be wholly responsible for taking, diverting, conveying, and utilizing its water and shall bear all losses from Customer's point of diversion.

6.2. Customer shall divert the water it is entitled to receive under this contract in accordance with schedules developed by the Customer and County.

6.3. The water diverted by Customer may be measured by County at the point of diversion. The point of diversion shall be accessible for inspection and measurement of

water at all reasonable times by County. Any easement necessary for County to gain access to the point of diversion shall be provided by Customer when requested by County.

6.4. The water shall be utilized for industrial-commercial or multiple purpose use. Customer shall utilize the water only for the uses and only on the real property described in Customer's permit and certificate.

6.5. Customer shall be responsible for purchase and installation of a meter or other suitable measuring device if required by the OWRD. Once installed, it shall be the Customer's responsibility to maintain such device in good working order. If requested by the OWRD, Customer shall maintain a record of the amount of water used and report water use on such periodic schedule as may be established by the OWRD.

6.6. If required, Customer shall purchase, install, maintain, and operate fish screening equipment and by-pass devices to prevent fish from entering the diversion. Any required screens and/or by-pass devices shall be in place, functional, and approved prior to the diversion of any water, under this contract.

7. QUALITY OF WATER: County shall operate and maintain the Galesville dam, reservoir, and related facilities in a reasonable and prudent manner, and shall endeavor in good faith to take adequate measures to maintain the quality of raw stored water at the facilities. County is under no obligation to construct or furnish water treatment facilities to maintain or improve the quality of water. **COUNTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY OF WATER RELEASED AND DELIVERED FROM GALESVILLE DAM, RESERVOIR, AND RELATED FACILITIES.**

8. WATER SHORTAGES: In any year in which a water shortage in the Galesville reservoir occurs, County shall apportion the available water supply among Customer and other users who are entitled to receive water from the reservoir. The quantity of water to be furnished for irrigation shall first be reduced as necessary, but not greater than 15%. Any further reduction in the reservoir water supply shall be shared by Customer and all other users entitled to water from the reservoir in the same proportion that the entitlement of each user, including Customer's entitlement under this contract, bears to the total entitlements of all users.

9. WATER CONSERVATION: Customer acknowledges the critical need for water conservation in the Umpqua River basin. Customer shall implement reasonable and prudent water conservation measures for industrial activities.

10. COMPLIANCE WITH LAW: This contract shall be governed by and construed in accordance with the laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable state, federal, and local laws, rules and regulations now or hereafter in effect.

11. PRICE OF WATER:

11.1. During the initial term, the price for the allocation stated in section 3 shall be \$ 1,549.00 per year.

11.2. For each discrete ten year extension of the contract term, Customer shall pay the then current rate as established by County in accordance with this section. Notice of the right to extend under subsection 1.3.1 shall state the price of water during the extension.

11.3. The Director shall periodically review and adjust the price for water taking into account the following factors:

11.3.1. The current cost of operating and maintaining the Galesville dam, reservoir, and related facilities;

11.3.2. The projected costs for operating, maintaining, and replacing Galesville water storage and delivery facilities; and

11.3.3. The price of water sold by similar facilities for similar uses.

11.4. Customer may request the Board of Commissioners to review and reduce the price of water established by the Director. Such request shall be in writing and shall be given with the notice of Customer's election to extend the contract term. After considering the factors listed in subsection 11.3, the Board of Commissioners may reduce or affirm the price established by the Director. If the Board of Commissioners fails to take any action on Customer's request to review and reduce the price of water within 30 days after Customer makes the request, the request shall be deemed denied. If Customer is not satisfied with the action of the Board of Commissioners, Customer may rescind their election to extend the contract term and cancel the contract by written notice to County within sixty days after Customer requests the Board of Commissioners to review and reduce the price.

12. PAYMENT:

12.1. Customer shall pay County the annual price established by section 11 for the allocation stated in section 3 regardless of whether Customer uses any or all of the water allocated. Except as provided in subsection 12.2, payment shall be made no later than March 31 of each year.

12.2. If this contract is dated after March 2 in the year for which water is first to be released, then the amount due for the first year only shall be payable within 30 days after the date the contract is signed by County.

12.3. Interest shall accrue on late payments at the rate of eighteen percent per annum commencing the day after the date payment is due. Customer shall pay all interest upon the request of County.

13. LIMITATIONS ON LIABILITY:

13.1. County shall not be liable for damages or other expenses sustained by Customer resulting from shortages in the quantity of water available for release, or interruptions in water deliveries to Customer, if such shortages or interruptions in deliveries are caused partially or entirely by hostile diversion, accidental damage to County facilities, operational failure of County facilities, or any cause beyond County's control.

13.2. Notwithstanding any other provision of this contract, County shall not be liable to Customer for damages caused by failure to comply with any obligation of County under this contract, if such failure results from lack of appropriation of funds necessary to perform such obligation pursuant to ORS 294.305 et seq. (Local Budget Law).

13.3. In no event shall County be liable to Customer for any indirect, special, or consequential damages even if Customer previously advised County of the possibility of such damages.

14. DEFAULT:

14.1. There shall be a default under this contract if either party materially fails to comply with any provision of this contract within thirty days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the thirty day period, no default shall occur if the party receiving the notice begins curative action within the thirty day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

14.2. If a default occurs, the party injured by the default may elect to terminate this contract and pursue any equitable or legal rights and remedies available under Oregon law, except that Customer's remedies shall be subject to the limitations on damages stated in section 13.

14.3. Any litigation arising out of this contract shall be conducted in the Circuit Court of the State of Oregon for Douglas County.

15. SEVERABILITY: If any provision of this contract is held to be invalid, it will not affect the validity of any other provision of this contract. This contract shall be construed as if such invalid provision had never been included.

16. WAIVER: No provision of this contract shall be waived unless the waiver is written and signed by the party waiving its rights. Any waiver of a breach, whether express or implied, shall not constitute waiver of any other breach.

17. SUCCESSORS: The successors, assigns, and legal representatives of Customer and County shall be subject to all provisions of this contract. Customer shall not assign Customer's rights or obligations under this contract without prior written consent of County.

18. NOTICES:

18.1. Notices required by this Contract must be given in writing by personal delivery or mail, unless some other means or method of notice is required by law.

18.2. Notices to County shall be directed to Thomas R. Manton, Division Manager, Douglas County Public Works Department, Natural Resources Division, Room 306, Douglas County Courthouse, 1036 SE Douglas Street, Roseburg, OR 97470.

18.3. Notices to Customer shall be directed to: Herbert Lumber Company
PO Box 7 Riddle, OR 97469
541-874-2236

19. ENTIRE AGREEMENT: This contract is in the final and complete agreement of the parties and supersedes all prior and existing written or oral understandings. No modification of this contract shall be valid unless it is in writing and signed by the parties.

20. TERMINATION FOR CONVENIENCE: County may terminate this Contract if the Director determines in good faith that termination is in the best interest of the public. The Director will endeavor to give Contractor notice thirty days prior to the date of termination under this section, but failure to give notice will not invalidate the decision to terminate. Termination under this section will not affect the rights of County and/or Customer existing at the time of termination

CUSTOMER

DOUGLAS COUNTY

By: [Signature]
Title OWNER
Print Name LYNN HERBERT
Federal ID 45-2781056
Date 6/14/21

By _____
Scott Adams, Director of Public Works
department. Authority to sign contract
given by order of Board of
Commissioners dated February 21, 2018.
Date _____

REVIEWED AS TO CONTENT

By _____
Division Manager
Date _____
Coding 21531201-281000

REVIEWED AS TO FORM

By _____
County Legal Counsel
Date _____

RECEIVED
JUN 21 2021
OWRD