YAMH 54683

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

WELL LABEL # L	087464
START CARD #	191163

(1) LAND OWNER Owner Well I.D.	(9) LOCATION OF WELL (legal description)
First Name JACK Last Name MOAD	County YAMHILL Twp 2 S N/S Range 3 W E/W WM
Company	Sec 36 NW 1/4 of the SE 1/4 Tax Lot 1801
Address 22470 PONDERAY DR	Tax Map Number Lot
City WEST LINN State OR Zip 97068	Lat °0 ' " or DMS or DD
(2) TYPE OF WORK New Well Deepening Conversion	Long Divisor bb
Alteration (repair/recondition) Abandonment	Street address of well Nearest address
(3) DRILL METHOD Rotary Air Rotary Mud Cable Auger Cable Mud	BALD PEAK RD & CHEHALEM DR, NEWBERG
Reverse Rotary Other	(10) STATIC WATER LEVEL Date SWL(psi) + SWL(ft) Existing Well / Predeepening
(4) PROPOSED USE Domestic Irrigation Community	Completed Well 01/09/07 255
Industrial/Commericial Livestock Dewatering	Flowing Artesian? Dry Hole?
Thermal Injection Other	WATER BEARING ZONES Depth water was first found 426
(5) BORE HOLE CONSTRUCTION Special Standard Attach copy	
Depth of Completed Well 437 ft.	01/08/07 426 441 30 255
BORE HOLE SEAL sacks/	
Dia From To Material From To Amt lbs 10 0 40 Bentonite 0 40 30 S	
10	
6 210 443	(11) WELL LOG Ground Elevation
How was seal placed: Method A B C D E	Material From To
Nother POURED & PRODDED SLOWLY	BROWN CLAY 0 8
Backfill placed from ft. to ft. Material	BROWN BROKEN DECOMP ROCK & CLAY 8 81
Filter pack from ft. to ft. Material Size	GRAY-GRAY BROWN BROKEN BASALT 81 158
Explosives used: Yes Type Amount	HARD GRAY BLACK BASALT W/ BROKEN ST# 158 256 GRAY BASALT
(6) CASINC/LINED	SOFT GRAY CLAYSTONE W/ OCC CLAY 280 420
(6) CASING/LINER Casing Liner Dia + From To Gauge Stl Plstc Wld Thrd	FIRM GRAY BROWN CLAYSTONE 420 424
	GRAY SANDSTONE 424 440
Q ● 4.5 □ 177 437 160 ○ ○ ○ ○ ○	SOFT GRAY CLAY 440 443
	HOLE CAVED 437-443
	WELL WAS COMPLETED TO 437 437
	DIGITAL DRIVING GUARANTE AND AND TO AN
Shoe X Inside Outside Other Location of shoe(s) 210	INSIDE DRIVE SHOE WAS MILLED OUT TO 6"
Temp casing Yes Dia From To	
(7) PERFORATIONS/SCREENS Perforations Method DRILLED	
Screens Type Material PVC-160	
Perf/ Casing/ Screen Scrn/slot Slot # of Tele/ Screen Liner Dia From To width length slots pipe size	Date Started 12/28/2006 Completed 01/09/2007
Perf Liner 4.5 417 437 .5 30 PIPE	(unbonded) Water Well Constructor Certification
	I certify that the work I performed on the construction, deepening, alteration, or abandonment of this well is in compliance with Oregon water supply well
	construction standards. Materials used and information reported above are true to
	the best of my knowledge and belief.
(8) WELL TESTS: Minimum testing time is 1 hour	License Number 01492 Date 1-10 0 7
Pump Bailer • Air Flowing Artesian	Password (if filing electronically)
Yield gal/min Drawdown Drill stem/Pump depth Duration (hr)	Signed Will Duggly
30 437 1 HR 25 420 .25	(bouded) Water Well Constructor Certification
25 420 .25	I accept responsibility for the construction, deepening, alteration, or abandonment
Temperature 54 °F Lab analysis X Yes By AMJ	work performed on this well during the construction dates reported above. All work performed during this time is in compliance with Oregon water supply well
	construction standards. This report is true to the best of my knowledge and belief.
Water quality concerns? Yes (describe below) From To Description RECEIVED	License Number 1266 Date //10/07
(11)	Password: (if filing electronically)
JAN 1 1 2007	Signed
WATER RESOURCES DELIV	Contact Info (optional)
ORIGINAL PATER SOLICES	FPARTMENT -

After recording, please return to: Vial Fotheringham LLP 7000 SW Varns St. Portland, OR 97223 OFFICIAL YAMHILL COUNTY RECORDS JAN COLEMAN, COUNTY CLERK



3:17:46 PM 1/12/2007

DMR-AGRDMR Cnt=2 Stn=3 SUSIE \$5.00 \$35.00 \$10.00 \$11.00

200701017

DECLARATION OF WELL USE AGREEMENT AND RIGHT OF WAY EASEMENT

RECITALS

WHEREAS, the undersigned owners of real property located in Yamhill County, Oregon, desire to enter into this Agreement for the purpose of sharing the rights, obligations, benefits and maintenance of a residential water well.

WHEREAS, Jack and Tracy Moad are the owners of the following real property:

Tax lot 1800, Section 36, Township 2S, Range 3W, Yamhill County, Oregon, consisting of approximately 4.02 acres ("Parcel A").

WHEREAS, Don and Patricia Hillman are or will be the owners of the following real property:

Tax lot 1801, Section 36, Township 2S, Range 3W, Yamhill County, Oregon, consisting of approximately 4.00 acres ("Parcel B").

WHEREAS, there is presently located on Parcel B a water well which the parties desire to be perpetually available for the benefit of both parcels;

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto;

WHEREAS, it is intended that the parties will share and pay in an equal amount of all costs associated with the maintenance, operation, repair, and replacement of the well, except that each party will be individually responsible for the costs associated with connecting their residence with the well;

Declaration of Well Use Agreement

WHEREAS, the parties desire that this Agreement should affect both parcels regardless of the subsequent ownership of those parcels;

NOW THEREFORE the parties declare as follows:

- 1. <u>Easement for Water Line</u>. Parcel B shall be burdened by an easement in favor of Parcel A running across so much of Parcel B as is necessary to provide water to Parcel A through underground pipe. The location of such underground pipe benefitting Parcel A shall be at the sole election of the owner of Parcel B, provided, however, that its outlet onto Parcel A shall be at a point on Parcel A nearest to the residence located thereon. The owner of Parcel B may, from time to time, relocate such pipe to accommodate their changing needs so long as continuous supply is provided to Parcel A, and so long as Parcel B shall bear the cost of any such relocation. No party shall install landscaping or any other obstruction that impairs the other owner's ability to use, access, maintain, repair or replace the any portion of the well or connection lines.
- 2. <u>Establishment of Connection to the Well.</u> Each party will bear their own cost of construction of an appropriate water line connecting the party's residence to the well.
- 3. <u>Maintenance of Water Line</u>. The owners of Parcel A shall be responsible for the maintenance of the underground water line from the point that it exits the well equipment located on Parcel B to the part where it enters Parcel A. In the event that the property on Parcel B is disturbed in connection with any such maintenance, the owners of Parcel A hereby covenant to restore such property to the same condition as existed prior to the maintenance of work being done. In the event of any willful or negligent act of the owners of Parcel B which results in damage or destruction to the underground line, repair or maintenance shall become the responsibility of the owner of Parcel B.
- 4. <u>Repair, Replacement and Maintenance of Well Equipment</u>. The cost of construction and installation of the equipment and mechanisms required to make the well operational shall be shared by the parties equally. Once operational the parties shall jointly share all expenses of maintaining the pump and well casing, pressure gage and control equipment, and any other jointly used machinery or equipment in conjunction with the well. In addition, the parties shall share the cost of all electrical service necessary to operate the pump. Such cost may be estimated by agreement by the parties. Except as provided in Paragraph 4, all such expenses shall be shared on an equal basis.
- 5. <u>Restrictions on Use.</u> Only those parcels of real estate herein above described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

Declaration of Well Use Agreement

- 6. <u>Provision for Metering</u>. In the event that either party desires to divide or share expenses on the basis of actual water usage, such party, at its sole cost and expense, may have a meter installed to measure the respective use of water by the two parties to this Agreement. Thereafter, any maintenance, operation, or replacement and repair expenses as outlined above shall be allocated according to the respective proportional use of water as established by the metering system.
- 7. <u>Term of Agreement</u>. The term of this Agreement shall be perpetual except as otherwise stated below. The benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.
- 8. <u>Termination</u>. The respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Agreement have executed and filed a written statement of termination in the deed records of Washington County, Oregon. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel. All easements necessary for a non-terminating owner to continue use of the well shall remain in full force and effect.
- 9. <u>Arbitration</u>. In the event of any claim or dispute arising out of the terms of this document, the parties bound hereby agree to submit to arbitration any such dispute. The choice of arbitrators shall be made either mutually, or by the designation of an arbitrator by each party with the two respective arbitrators choosing a third. Arbitration shall be binding on the parties.
- 10. <u>Attorneys Fees</u>. In the event either party is required to engage the services of an attorney to enforce the provisions of this Agreement, the arbitrator or court may award such attorneys fees as are deemed reasonable by such trier of fact.

Jack Moad

Tracy M

The undersigned, being the owners of both Parcel A and Parcel B, hereby execute this Easement Agreement this 12 day of 2007.

MY COMMISSION EXPIRES APR. 11, 2010

	Falyin William
Don Hillman	Patricia Hillman
1/12/07	1/12/07
Date	Date
STATE OF OREGON)	
County of <u>Amnill</u>) ss.	
On this 12 day of	, 2007, personally appeared before me acknowledged the foregoing instrument to be their
Don Hillman and Patricia Hillman, and voluntary act and deed.	acknowledged the foregoing instrument to be their
·	Melisa Millsag
	ry Public for Oregon commission expires:
OF FICIAL SEAL MELISSA MILLSAP NOTARY PUBLIC-DREGON COMMISSION NO. 404746 MY COMMISSION EXPIRES APR. 11, 2010	

LEGAL DESCRIPTION

Parcel II: Beginning at an iron rod marking the Center-East 1/16 corner of Section 36 in Township 2 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon; thence South 00° 27' 48" West, along the North-South centerline of the Southeast ½ of said Section 36, for a distance of 70.00 feet to a 5/8 inch iron rod; thence South 27° 00' 05" West for a distance of 678.42 feet to a 5/8 inch iron rod on the Northerly right of way line of Bald Peak County Road; thence, along said Northerly right of way line, North 43° 30' 25" West for a distance of 98.96 feet; thence along a curve to the right having a radius of 1980.00 feet and an arc length of 123.78 feet, being subtended by a chord of North 41° 42' 58" West for a distance of 123.76 feet; thence along a curve to the right having a radius of 2980.00 feet and an arc length of 84.84 feet, being subtended by a chord of North 39° 06' 34" West for a distance of 84.84 feet to a 5/8 inch iron rod; thence, leaving said Northerly right of way line, North 38° 33' 33" East for a distance of 568.17 feet; thence North 89° 55' 57" East for a distance of 158.42 feet to the point of beginning.

AND ALSO INCLUDING: Beginning at a 5/8 inch iron rod marking the intersection of the Easterly right of way line of Chehalem Drive with the Southerly right of way line of Bald Peak Road in the Southeast 1/4 of Section 36 in Township 2 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon; thence, along said Southerly right of way line, along a curve to the right having a radius of 425.17 feet and an arc length of 12.66 feet, being subtended by a chord of South 37° 42' 43" East for a distance of 12.66 feet to a 5/8 inch iron rod; thence South 36° 48' 04" East for a distance of 145.92 feet to a 5/8 inch iron rod; thence North 53° 11' 56" East for a distance of 10.00 feet; thence along a curve to the left having a radius of 3020.00 feet and an arc length of 164.66 feet, being subtended by a chord of South 38° 21' 47" East for a distance of 164.64 feet; thence along a curve to the left, having a radius of 2020.00 feet and an arc length of 126.28 feet, being subtended by a chord of South 41° 42' 58" East for a distance of 126.26 feet; thence South 43° 30' 25" East for a distance of 7.28 feet to a 5/8 inch iron rod on the Northerly right of way line of Market Road 103; thence, along said Northerly right of way line, North 79° 46' 20" West for a distance of 185.72 feet to a 5/8 inch iron rod on said Easterly right of way line of Chehalem Drive; thence, along said Easterly right of way line, North 48° 24' 52" East for a distance of 8.27 feet to a 5/8 inch iron rod; thence North 20° 44' 38" West for a distance of 332.58 feet to the point of beginning.

SUBJECT TO an easement for ingress and egress over the following described portion:
An easement 30 feet in width, 15 feet on each side of the following described centerline:
Beginning at a point that is 70.00 feet South 00° 27' 48" West and 648.72 feet South 27° 00' 05"
West from an iron rod marking the Center-East 1/16 section corner of Section 36 in Township 2
South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon; thence North 43° 30'
25" West for a distance of 89.05 feet; thence along a curve to the right having a radius of
1952.00 feet and an arc length of 122.03 feet, being subtended by a chord of North 41° 42' 58"
West for a distance of 122.01 feet; thence along a curve to the right having a radius of 2952.00
feet and an arc length of 90.59 feet, being subtended by a chord of North 39° 02' 45" West for a distance of 90.58 feet.

ALSO INCLUDING an easement for ingress and egress, 30 feet wide, 15 feet on each side of the following described centerline:
Beginning at a point that is 158.42 feet South 89° 55' 57" West and 539.41 feet South 38° 33' West from the iron rod marking the Center-East 1/16 section corner of Section 36 in Township 2 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon; thence

along a curve to the right having a radius of 2952.00 feet and an arc length of 70.36 feet, being subtended by a chord of North 37° 29' 02" West for a distance of 70.36 feet; thence North 26° 52' 26" West for a distance of 93.74 feet; thence North 20° 00' 00" West for a distance of 50.00 feet; thence along a curve to the left having a radius of 40.00 feet and an arc length of 72.31 feet, being subtended by a chord of North 71° 47' 23" West for a distance of 62.86 feet; thence South 56° 25' 14" West for a distance of 25.00 feet to the Northerly right of way line of Bald Peak County Road.

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PARCEL B

YAMHILL TITLE PLANT

829 N. Hwy 99 West P.O. Box 267 • McMinnville OR 971280267 (503) 472-6101 • FAX: (503) 434-5311

REFERENCE ORDER NUMBER: 885511

Beginning at a 5/8 inch iron rod, on the East-West centerline of Section 36, that is 158.42 feet South 89°55′57" West from the iron rod marking the Center-East 1/16th corner of said Section 36, in Township 2 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon; thence South 38°33′33" West for a distance of 568.17 feet to a 5/8 inch iron rod on the Northerly right of way line of Bald Peak County Road; thence, along said Northerly right of way line, along a curve to the right having a radius of 2980.00 feet and an arc length of 77.64 feet, being subtended by a chord of North 37°32′51" West for a distance of 77.63 feet; thence North 36°48′04" West for a distance of 145.97 feet; thence along a curve to the left having a radius of 475.17 feet and an arc length of 205.62 feet, being subtended by a chord of North 49°15′21" West for a distance of 204.02 feet; thence North 61°40′25" West for a distance of 135,14 feet; thence along a curve to the left having a radius of 511.10 feet and an arc length of 230.18 feet, being subtended by a chord of North 74°34′31" West for a distance of 228.24 feet; thence North 87°28′37" West for a distance of 148.53 feet to a 5/8 inch iron rod on the East- West centerline of said Section 36; thence North 89°55′57" East, along said East-West centerline, for a distance of 1130.84 feet to the point of beginning.

SUBJECT TO an easement for ingress and egress, 30 feet wide, 15 feet on each side of the following described centerline: beginning at a point that is 158.42 feet South 89°55'57" West 526.88 feet South 38°33'33" West from the iron rod marking the Center-East 1/16 section corner of Section 36, in Township 2 South, Range 3 West of the Willamette Meridian, Yamhill County, Oregon; thence along a curve to the right having a radius of 2952.00 feet and an arc length of 70.36 feet, being subtended by a chord of North 37°29'02" West for a distance of 70.36 feet; thence North 26°52'26" West for a distance of 93.74 feet; thence North 20°00'00" West for a distance of 50.00 feet; thence along a curve to the left having a radius of 40.00 feet and an arc length of 72.31 feet, being subtended by a chord of North 71°47'23" West for a distance of 62.86 feet; thence South 56°25'14" West for a distance of 25.00 feet to the Northerly right of way line of Bald Peak County Road.