

SUPPLEMENTAL MATERIAL

AGENDA COVER MEMO
(Supplemental)

W. J. a.

DATE: July 13, 2005

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BILL VANVACTOR, COUNTY ADMINISTRATOR
KENT HOWE, PLANNING DIRECTOR

RE: In the Matter of Considering a Ballot Measure 37 Claim and Deciding Whether to Modify, Remove or Not Apply Restrictive Land Use Regulations in Lieu of Providing Just Compensation (PA05-5165, Robert Ericsson)

Lawrence Pattis submitted the attached materials on June 29, 2005, to be considered part of the record for these proceedings.

ATTACHMENTS:

1. Letter from Robert Ericsson, dated June 26, 2005, to P. Scott McCleery
2. July 11, 1998, Buyer's Counter Offer
3. July 16, 1998, Seller's Counter Offer
4. August 16, 1998 Real Estate Sale Agreement
5. Well log reports

ERICSSON RIDGEWAY

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PRACTICING IN
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OREGON,
&
WASHINGTON

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OREGON AND WASHINGTON

FACSIMILE 503.228.4910
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RJERICSSON@ERICSSONRIDGEWAY.COM

June 26, 2005

P. Scott McCleery
Doyle, Gartland, Nelson, McCleery & Wade, P. C.
P. O. Box 11230
Eugene, OR 97440

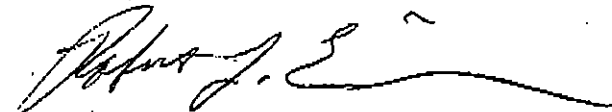
Re: Ballot Measure 37 State Claim Number M119280

Dear Mr. McCleery:

In your zeal to oppose my Measure 37 claim in your letter of June 20, 2005 to the State Departments of Land Conservation and Development and Administrative Services, I believe Mr. and Mrs. Barta, through you, have bordered on, or crossed, the threshold of creating for me a claim for relief.

As we all know, water is where you find it. If you drill where there is no water, you will not find water. There is water if you drill in the right place. I understand that your clients even drilled a well in a second location and found many more gallons of water than from their first location. To say there are water issues when water is available could cause harm in the marketing of the land. If adverse and inappropriate comments persist and cause prospective purchasers - of even the current configurations of existing Lots 3 & 6 - to avoid purchasing, appropriate action will be pursued as required.

Sincerely,



Robert J. Ericsson

C: Hamilton W. Budge, Jr.:

Mr. Budge, thank you for your letter of May 10, 2005. For the time being, my position remains in my letter of April 11, 2005. I copy this letter to you because of some similar information with respect to what I understand were your client's daughter's comments about water. I shared the information I had learned with your client prior to your involvement. She can explain to you what I trust are only past concerns. Sincerely, RJE

07/17/98 10:34 541 338 3299 COLDWELL BANKER 002



BUYER'S COUNTER OFFER

The Oregon Real Estate Agency has reviewed this form for compliance with the applicable provisions in ORS 90 and finds that it complies with the applicable provisions.
Re: Real Estate Sales Agreement No. 102091 Seller's Counter Offer Dated 7/14/98 Date 7/17/98
Buyer: Jeff and Marilee Loring
Seller: Robert Loring
The real property described as: Lot 4 Green Bluff Estates Pleasant Hill, Or.

Buyer agrees to purchase the real and personal property on the terms and conditions set forth in Buyer's offer and Seller's counter offer, except as modified below:

- Buyer and seller agree to share cost of well drilling. Seller to pay for well and water pump. Buyer to pay for well and water pump. Seller to pay for well and water pump. Seller to pay for well and water pump. Seller to pay for well and water pump.
- Location of well to be agreed upon by both well drilling company and buyer's contractor.

For additional provisions, see Addendum

AGREEMENT TO PURCHASE:

All provisions of Seller's counter offer except those modified herein are approved and accepted by Buyer. This is of the essence of this counter offer. This counter offer shall automatically expire on 7/18/98 A.M. 12 P.M., if not accepted within that time. However, Buyer may withdraw this counter offer any time prior to written acceptance.

Buyer Signature Jeff Loring Date 7/17/98 9:00 A.M. P.M.
Buyer Signature _____ Date _____ A.M. P.M.

AGREEMENT TO SELL:

- Seller accepts Buyer's counter offer
- Seller rejects Buyer's counter offer.

Seller agrees to pay to the Selling Firm or, if this is a co-op transaction, the Listing Firm the sum of \$ _____ at closing for professional real estate services rendered in this transaction.

Seller acknowledges receipt of signed copies of Buyer's offer, Seller's counter offer and Buyer's counter offer which Seller has read and fully understands.

Seller Signature Robert Loring Date 7/17/98 5:12 A.M. P.M.
Seller Signature _____ Date _____ A.M. P.M.

BUYER'S ACKNOWLEDGMENT:

Buyer acknowledges receipt of signed copies of Buyer's offer, Seller's counter offer and Buyer's counter offer which Buyer has read and fully understands.

Buyer Signature Jeff Loring Date 7/20/98 5:00 A.M. P.M.
Buyer Signature Marilee Loring Date 7/20/98 5:00 A.M. P.M.

RECEIPT OF EARNEST MONEY (Use only if earnest money provided in Buyer's offer and Seller's counter offer is changed by Buyer's counter offer.) Selling firm acknowledges receipt of earnest money from Buyer not previously received for the sum of \$ _____ evidenced by cash, check, promissory note payable on or before _____, which Selling Firm agrees to handle as provided in the Agreement.

Selling Licensee's signature _____
Listing Licensee _____ Selling Licensee _____
Listing Firm District/Initials/Date _____ Selling Firm District/Initials/Date _____

Jul. 16 1998 2:11PM P01



SELLER'S COUNTER OFFER

The Oregon Real Estate Agency has authorized this form for use with the applicable provisions of ORS 91.001 and 91.002 and that it is subject to the provisions of the Oregon Real Estate Act, ORS 91.001 and 91.002.
Re: Real Estate Sale Agreement No. 162043
Seller: Robert Ericsson Date: 7/16/98

Buyer: Jeffrey Maxwell Lorenz
The real property described as: Lot 4 Greenbluff Estates, Pleasant Hill, OR

NOTE: All parties agree that the offer referenced above shall be valid until 5:00PM, July 16, 1998.

Seller agrees to amend the real estate purchase agreement contained in Buyer's offer on the terms and conditions in Buyer's offer, except as modified below:

The purchase price: \$119,500 payable in cash at closing of escrow from the proceeds of the Buyer's loan and down payment funds shall be deposited into an exchange account to facilitate an IRS Section 1031 exchange for the seller's benefit (at no additional cost to the Buyer).

The Buyer shall contract and pay for the drilling of a domestic well which shall demonstrate a flow of 5 Gallons per minute over a period of four hours, at a location and depth as recommended by the well drilling company as reasonable for the area. The water shall test in accordance with Oregon State regulations for a domestic water supply. If this first well fails to meet flow or potability requirements, the seller shall have the option of installing a well in the form of filtration or a holding tank sufficient to satisfy these requirements or shall contract and pay for a second well. For additional provisions, see Addendum

AGREEMENT TO SELL:

All provisions of the Buyer's offer except those modified herein are approved and accepted by Seller. Term of the exercise of this counter offer shall automatically expire on July 18, 1998 AM 12 P.M. if not accepted within that time. However, Seller may withdraw this counter offer any time prior to written acceptance.

If Buyer accepts Seller's counter offer, Buyer agrees to pay to the Listing Firm, or if used in a cash transaction, the Listing Firm the sum of \$_____ for professional real estate services rendered in the transaction. Seller authorizes Listing Firm to order a preliminary title report and title insurance or Seller's expense and further authorize _____ to pay all of the cash proceeds of sale the expenses of funding the insurance, Seller's recording fees, Seller's listing costs and any amount due on the property payable by Buyer on or before closing. Seller is a U.S. citizen unless otherwise stated herein (See MHF) (a clause in Real Estate Sale Agreement).

SELLER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED IN COPY OF BUYER'S OFFER AND SELLER'S COUNTER OFFER, WHICH SELLER HAS FULLY READ AND UNDERSTANDS. Seller acknowledges that Seller has not received or relied on any statement made by any real estate licensee which is not herein expressed. In the event Buyer fails to complete the sale as herein provided, the earnest money shall be returned to Seller without deduction of any title insurance and escrow administration charges (check one):
 To Seller
 To the Listing Firm, to the extent of the agreed commission just as if the transaction had been consummated, with proceeds to Buyer or TOX in the seller.

Seller Signature: Robert J. Ericsson Date: 16 July 1998 AM 1:00 PM
Seller Symbol: _____ Date: _____ AM _____ PM

AGREEMENT TO PURCHASE:

Buyer accepts Seller's counter offer.
 Buyer follows Seller's counter offer OR Buyer makes the amended counter offer.
Buyer Signature: Margaret Lorenz Date: 7/20/98 AM 5:00 PM
Buyer Signature: Jeff Lorenz Date: 7/20/98 AM 5:00 PM

SELLER'S ACKNOWLEDGMENT:

Seller acknowledges receipt of copies of Buyer's offer and of Seller's counter offer bearing Buyer's signature, which Seller has fully read and understood.

Seller Signature: _____ Date: _____ AM _____ PM
Seller Signature: _____ Date: _____ AM _____ PM

RECEIPT OF EARNEST MONEY (Use only if earnest money provided in Buyer's offer is changed by Seller's counter offer).
Selling firm acknowledges receipt of earnest money from Buyer NOT previously received for in the sum of \$_____
by cash check promissory note payable on or before _____ which selling firm agrees to handle as provided in the Agreement. Selling Licensor's signature: _____

Listing Licensee: _____ Selling Licensee: _____
Listing Firm Broker's Initials/Date: _____ Selling Firm Broker's Initials/Date: _____

ADDENDUM A

Page one of one

For the Real Estate Sale Agreement dated July 14, 1998 for the property known as Lot 4, Green Bluff Estates, Eugene, Oregon with Jeff and Mardee Lorenz as Buyer and Robert Ericsson as Seller for the purchase price of \$119,500.

The purchase price shall be \$115,500. All prior agreements regarding a domestic water supply shall be superseded by this addendum. The Seller shall have no obligation for and the Buyer shall have all responsibility and pay for all costs incurred and to be incurred to obtain a domestic water supply. All conditions to the Real Estate Sale Agreement are hereby satisfied and removed. This transaction shall close on Aug. 21, 1998 or as soon thereafter as financing documents can be prepared and marketable title delivered.

Seller	<u>Robert J. Ericsson</u>	Date	<u>16 August 1998</u>
Buyer	<u>Jeff Lorenz</u>	Date	<u>8/17/98</u>
Buyer	<u>Mardee E. Lorenz</u>	Date	<u>8/17/98</u>

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

WELL I.D. # L 24427
START CARD # 114813

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

(1) OWNER: Jeff Lorenz Well Number _____

Name Jeff Lorenz

Address 2597 Primrose St.

City Eugene State OR Zip 97402

(2) TYPE OF WORK:

New Well Deepening Alteration (repair/recondition) Abandonment

(3) DRILL METHOD:

Rotary Air Rotary Mud Cable Auger

Other _____

(4) PROPOSED USE:

Domestic Community Industrial Irrigation

Thermal Injection Livestock Other _____

(5) BORE HOLE CONSTRUCTION:

Special Construction approval Yes No Depth of Completed Well 355 ft.

Explosives used Yes No Type _____ Amount _____

HOLE			SEAL				
Diameter	From	To	Material	From	To	Sacks or pounds	
10"	0	38	cement	0	38	12 sacks	
6"	38	355					

How was seal placed: Method A B C D E

Other _____

Backfill placed from _____ ft. to _____ ft. Material _____

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

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 6"	+1	39	25	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liner: 4 1/2"	0	355	pvc	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:

Perforations Method saw

Screens Type _____ Material PVC

From	To	Slot size	Number	Diameter	Tele/plpe size	Casing	Liner
120	140	2"	200	1/8"	4 1/2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
180	200	2"	200	1/8"	4 1/2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
320	355	2"	400	1/8"	4 1/2	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

Yield gal/min	Drawdown	Drill stem at	Time
3 1/3	298	355	1 hr.

Temperature of water 60 Depth Artesian Flow Found _____

Was a water analysis done? Yes By whom _____

Did any strata contain water not suitable for intended use? Too little

Salty Muddy Odor Colored Other _____

Depth of strata: _____

(9) LOCATION OF WELL by legal description:

County Lane Latitude _____ Longitude _____

Township 19S N or S Range 2W E or W. WM.

Section 10 SW 1/4 SW 1/4

Tax Lot 704 Lot 4 Block _____ Subdivision _____

Street Address of Well (or nearest address) Green Bluff Estates off Enterprise Rd, Pleasant Hill, OR

(10) STATIC WATER LEVEL:

57 ft. below land surface. Date 8-6-98

Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:

Depth at which water was first found 112 ft.

From	To	Estimated Flow Rate	SWL
112	115	1 1/3	57
180	185	2	57

(12) WELL LOG:

Ground Elevation _____

Material	From	To	SWL
topsoil	0	2	
clay	2	16	
brown sandstone	16	28	
gray brn sandy claystone	28	78	
gray brown white sandstone	78	148	57
gray claystone	148	150	
gray green conglomerate	150	172	
gray claystone	172	173	
gray brown green sandstone	173	355	57

Date started 8-4-98 Completed 8-6-98

(unbonded) Water Well Constructor Certification:

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

Signed [Signature] WWC Number 1564 Date 8-7-98

(bonded) Water Well Constructor Certification:

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

Signed [Signature] WWC Number 1541 Date 8-7-98

WELL REPORT
(37,765)

When completing this report are on the last page of this form.

(START CARD) # W91811

OWNER:

Well Number _____

Name Rocky Langleire
Address 85159 Ridgeway
City Pleasant Hill State OR Zip 97455

(2) TYPE OF WORK

New Well Deepening Alteration (repair/recondition) Abandonment

(3) DRILL METHOD:

Rotary Air Rotary Mud Cable Auger
 Other

(4) PROPOSED USE:

Domestic Community Industrial Irrigation
 Thermal Injection Livestock Other

(5) BORE HOLE CONSTRUCTION:

Special Construction approval Yes No Depth of Completed Well 505 ft.
Explosives used Yes No Type _____ Amount _____

HOLE

SEAL

Diameter	From	To	Material	From	To	Sacks or pounds
10"	0	18 1/2'	288 Cement	0	18 1/2'	6 sacks
6"	18 1/2'	505'				

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

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

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 6"	+1 1/2'	18 1/2'	.250	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liner:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) _____

(7) PERFORATIONS/SCREENS:

Perforations Method _____
 Screens Type _____ Material _____

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
						<input type="checkbox"/>	<input type="checkbox"/>

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

Pump Bailor Air Flowing
Yield gal/min 3 Drawdown 411' Drill stem at 505' Time 1 hr.
 Artesian

Temperature of water 57 Depth Artesian Flow Found _____

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

(9) LOCATION OF WELL by legal description:

County Lane Latitude _____ Longitude _____
Township 19S N or S Range 27 E or W. WM. _____
Section 10 NW 1/4 SW 1/4
Tax Lot 704 Lot 2 Block _____ Subdivision _____
Street Address of Well (or nearest address) Green Bluff Estates Lot 2, Enterprise Rd., Pleasant Hill, OR

(10) STATIC WATER LEVEL:

94 ft. below land surface. Date 3-30-96
Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:

Depth at which water was first found 305'

From	To	Estimated Flow Rate	SWL
305'	306'	3 gpm	99'

(12) WELL LOG:

Ground Elevation _____

Material	From	To	SWL
Topsoil	0	2'	
Tan, yellow clay	2'	8'	
Brown sandstone	8'	13'	
Blue, green sandstone	13'	109'	
Gray, green, blue, brown sandstone	109'	276'	
Green, blue, gray sandstone	276'	405'	99'
Red, green sandstone	405'	412'	
Blue sandstone	412'	438'	
Gray, green sandstone	438'	505'	

Date started 3-27-96 Completed 4-3-96

(unbonded) Water Well Constructor Certification:

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

Signed _____ WWC Number 1617
Date 3-96

(bonded) Water Well Constructor Certification:

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

Signed _____ WWC Number 1541
Date 4-3-96