

APPLICATION FOR SALE, TRANSFER, OR MERGER OF WATER UTILITY
INSTRUCTIONS: All applications submitted to the Commission must be filed electronically with the Commission's Filing Center by sending the filing as an attachment to an e-mail addressed to the Filing Center at

Date: 10-20-17

Legal Name of Water Utility	Pelican Bay Heights Water System, LLC
Name of Utility if Different	
Name of Owner or Officer	Jan Amlin
Mailing Address	PO Box 2767
City, State, Zip	Brookings, OR 97415
Location Address if Different	Napa Lane, Upper Benham, Harbor Vista
City, State, Zip	Harbor, OR 97415
Utility Telephone Number	541-507-7798
Emergency Phone Number	
E-mail Address	jamlin@frontier.com
Website if Available	

In the matter of the Application for an Order Authorizing the Sale, Transfer, or Merger of Pelican Bay Heights Water System, LLC to Harbor Water District P.U.D., 98069 W. Benham Lane, Brookings, OR 97415 541-469-3011 pursuant to ORS 757.480 and OAR 860-036-2120.

- Attach a copy of the contract or agreement to this application. The contract/agreement must contain the exact terms and provisions of the transaction. The Commission will be advised in writing of the exact date the transaction is entered into and that the terms and provisions of the contract/agreement are the same as set forth herein, if this application is approved.
- List the names, addresses, telephone numbers, and e-mail addresses of each purchaser or party in the transaction.
 - Harbor Water District P.U.D.
 - 98069 W. Benham Lane
 - Brookings, OR 97415
 - 541-469-3011
- Describe the utility properly that is affected by this transaction.
 - Pelican Bay Heights Water System, LLC
- The price of the property being acted upon is \$ -0-, payable as set forth in the attached contract/agreement. The net book value of the water system is \$ 25,165 + new water reservoirs \$364,000.
- List the reasons the applicant desires to sell, transfer, or merge its property and any facts supporting the reasons why the transaction is proposed.
 - I acquired the company upon the death of previous owner, Henry

Westbrook III, the for sole purpose of getting the water tanks installed so that Harbor Water would annex the water system. As this project is drawing to a close, it is time for the annexation.

- List and discuss all effects of the transaction upon current customers.
- No negative effects upon current customers.
- List and discuss the benefits current customers will realize from this transaction.
- Water rates should be lower then customers are currently paying for the provate water system. They willalso benefit from having a staff of employees at Harbor Water to attend to any water issues they may have.
- Provide evidence that the purchasers are financially able and willing to take over and operate the utility. Include any experience that the future owners have that will assist them in utility operations and the reasons why they desire to acquire the property.
(Attach a copy of the purchaser's financial statements.)
- Attach a copy of all grants of easements to be transferred. Also attach all water rights to be transferred.

Wherefore applicant respectfully requests that the Commission enter an appropriate order authorizing the transaction proposed herein.

Name of Utility: Pelican Bay Heights Water System, LLC Date: ²⁰10-18-17

Jan Amlin

Signature of Water Utility Officer or Owner

State of Oregon) ss.

County of Curry)

Jan Amlin
(Name of Party signing above)

being first duly sworn, deposes and says he/she is the sole member/owner of Pelican Bay Heights Water System, LLC, the applicant in the foregoing application, that he/she has read said application, including all exhibits thereto, knows the contents thereof, and the same are true to the best of his/her knowledge and belief.

(Signature) *Sonia Rodriguez*

(Notary Seal).



-ex June 21, 2021-
-Sonia Rodriguez-

ANNEXATION AGREEMENT

WHEREAS, Pelican Bay Heights Water District ("Pelican Bay") wishes to be annexed by Harbor Water P.U.D., an Oregon public utility district ("Harbor Water"), and Harbor Water wishes to annex Pelican Bay, pursuant to certain terms and conditions;

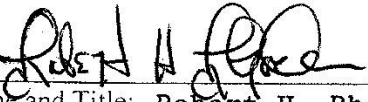
NOW THEREFORE, Pelican Bay and Harbor Water (collectively, the "Districts" and each individually, the "District") enter into this Annexation Agreement (the "Agreement") pursuant to the terms and conditions set for herein:

Harbor Water agrees to annex Pelican Bay, and Pelican Bay agrees to be annexed by Harbor Water, subject to the following terms and conditions:


1. Pelican Bay shall install, at its expense, two 10,000 gallon reservoirs and all supporting infrastructure, telemetry, and easements for the support of its water system. The annexation shall occur after the reservoirs have been operational for 3 months, and have been inspected and approved by an engineer hired by Harbor Water.
2. Pelican Bay shall have no unpaid liabilities at the time of annexation. Pelican Bay shall obtain a 3-year surety bond, in an amount adequate to protect Harbor Water from any liability associated with the annexation of Pelican Bay.
3. The annexation is subject to approval by the majority of electors of each District as required by Oregon law. The Districts agree to submit the annexation for approval to its electors, as soon as practicable after the conditions set forth in Paragraph 1 above have been satisfied.
4. Harbor Water shall have the right to change the rate structure charged to residents of Pelican Bay. Harbor Water shall have the right to charge Pelican Bay residents higher rates and/or an additional surcharge compared to rates charged for other Harbor Water residents.
5. From the date of this Agreement to the date of the annexation, Pelican Bay shall not have suffered any material adverse change in its financial condition, working capital, assets, liabilities or operations.
6. The undersigned represent that they are authorized to enter into this Agreement on behalf of their respective District, and such Agreement shall be binding in full force and effect on their respective District. The undersigned represent that this Agreement has been approved by resolution of the Board of Directors of their respective District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last written below.

Harbor Water P.U.D.

By:  Date: 7-7-16
Name and Title: Robert H. Rhodes, Secretary

Pelican Bay Water District

By:  Date: 7-18-16
Name and Title: Jan Anlin, Owner
Side Member
Pelican Bay Heights Water System, LLC



Renee' Kuten, County Clerk, certify that the within document was received and duly recorded in the official records of Curry County.



Renee' Kuten - Curry County Clerk

Recording requested by:
Pelican Bay Heights Water System LLC

When recorded, mail to:
Pelican Bay Heights Water System, LLC
PO Box 2767
Harbor, OR 97415

LEASE AGREEMENT

THIS AGREEMENT, made this 11th day of December, 2014, by and between

The Hills, LLC as grantors

and

Pelican Bay Heights Water System, LLC as grantees:

WHEREAS, the grantor is owner of the following described real property in Curry County, Oregon, to wit:

See attached Exhibit "A" attached hereto and made a part hereof.

The grantors, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey to the grantee, their heirs, successors and assigns, a nonexclusive Ninety Nine (99) year lease to the above described parcel of land. This lease is for the exclusive use of the water utility for placement of water reservoirs, water pipelines, electrical connections and other infrastructure necessary for the maintenance of said reservoirs.

This LEASE AGREEMENT shall expire on December 10, 2113.

The Hills, LLC

By: Henry Westbrook, Jr., Successor
of the Henry Westbrook, III Grantors Trust
u.t.a. dated March 4, 1987, Member of
The Hills, LLC

Pelican Bay Heights Water System, LLC

By: Jan Amlin, Manager and Operator

State of Oregon
County of Curry

On 12-11, 2014, before me,
THERESA R DILLON, a notary public, personally appeared

Henry Westbrook, Jr., and Jan Amlin who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary



GRAPHIC SKETCH OF EXHIBIT "A"

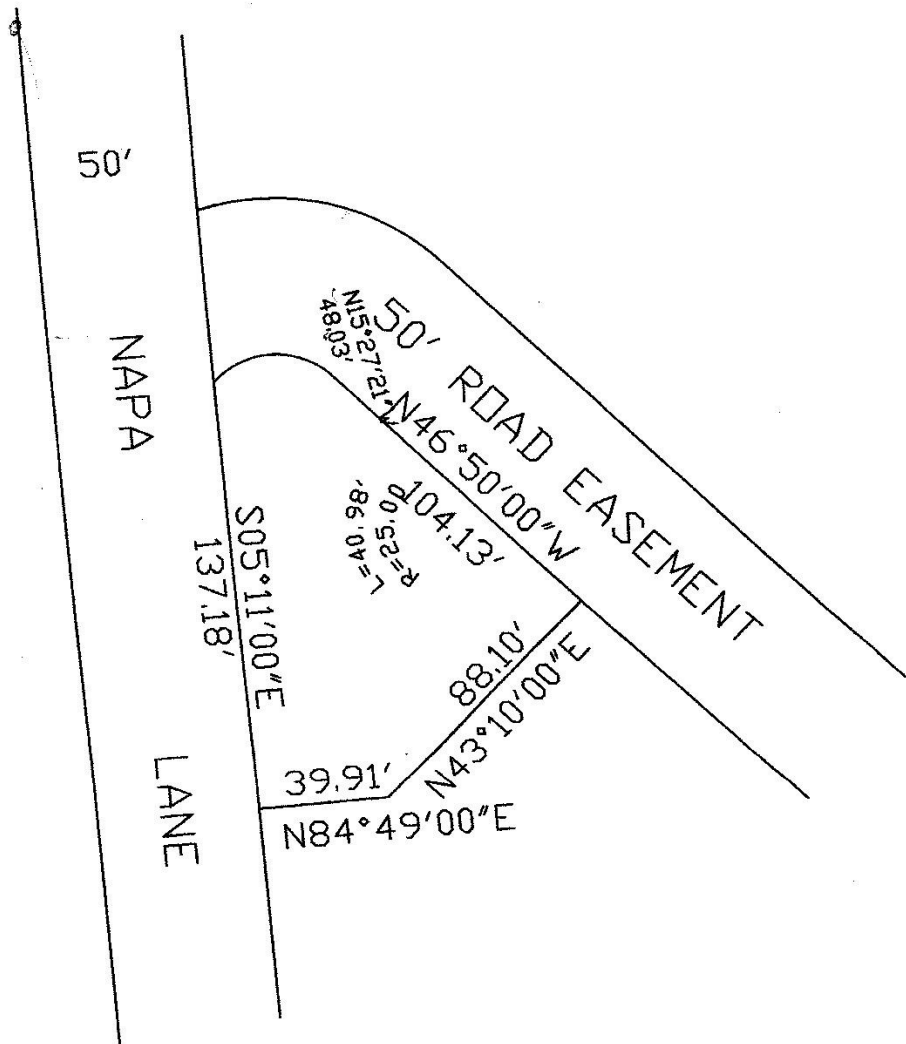


EXHIBIT "A"

Real Property Boundary Description

That portion of Section 10, Township 41 South, Range 13 West, Willamette Meridian, Curry County, Oregon, bounded and described as follows:

Beginning at a point described as being located 1571.3 feet North and 2026.8 feet East from the Southwest corner of said Section 10, as said point is shown on Curry County survey map 41-642, and running thence South 05 degrees 11 minutes West along the East line of Napa Lane a distance of 55.39 feet to the **TRUE POINT OF BEGINNING** of the land herein described;

Thence continuing South 05 degrees 11 minutes 00 seconds East along Napa Lane a distance of 137.18 feet;

Thence leaving Napa Lane and proceeding North 84 degrees 49 minutes 00 seconds East a distance of 39.91 feet;

Thence North 43 degrees 10 minutes 00 seconds East distance of 88.10 feet to the Southerly line of a 50-foot wide road easement as shown on said County Survey map 41-642;

Thence North 46 degrees 50 minutes 00 seconds West along said southerly line a distance of 139.8 feet to the beginning of a tangent curve to the left;

Thence along a 25.00 foot radius curve to the left through a central angle of 48 degrees 21 minutes 00 seconds West for a curve length of 40.98 feet to the **True Point of Beginning**.

CONTAINING 10,014 SQ. FT. OR 0.23 ACRE.

A SKETCH ENTITLED "GRAPHIC SKETCH OF EXHIBIT "A" IS ATTACHED HERETO AND MADE A PART HEREOF.

End of Description