

Application for a Permit to Use Surface Water



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.wrd.state.or.us

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 (www.oregon.gov/owrd/law.owr). 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.

MAR 04 2016

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 \$200. 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 \$350.00 for the applicant and \$700.00 for non-applicants. Protests are filed on approximately 10% 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.

Application for a Permit to Use Surface Water



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725 Summer Street NE, Suite A
Salem Oregon 97301-1266
(503) 986-0900
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SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME WILLAMETTE VALLEY LAND LLC/ PAUL KUEHNE		PHONE (HM)	
PHONE (WK) 503-437-4833	CELL	FAX	
ADDRESS PO BOX 99		WATER RESOURCES DEPT SALEM, OREGON	
CITY LAFAYETTE	STATE OR	ZIP 97127	E-MAIL *

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Organization Information

NAME WILLAMETTE VALLEY LAND LLC/PAUL KUEHNE, MBR		PHONE 503-437-4833	FAX
ADDRESS PO BOX 99		CELL	
CITY LAFAYETTE	STATE OR	ZIP 97127	E-MAIL *

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

AGENT / BUSINESS NAME MALIA KUPILLAS / PACIFIC HYDRO-GEOLOGY INC.		PHONE 503-632-5016	FAX 503-632-5983
ADDRESS 18487 S VALLEY VISTA ROAD		CELL	
CITY MULINO	STATE OR	ZIP 97042	E-MAIL * PHG@BCTONLINE.COM

Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the department electronically. (paper copies of the 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 packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- 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 get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to get water to which they are entitled.

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

Applicant Signature

Paul Kuehne, Owner
Print Name and title if applicable

Date

2-27-16

Revise

App. No. 5-8894

For Department Use
Permit No. _____

Date _____

SECTION 2: PROPERTY OWNERSHIP

Please indicate if you own all the lands associated with the project from which the water is to be diverted, conveyed, and used.

- Yes
 - There are no encumbrances.
 - This land is encumbered by easements, rights of way, roads or other encumbrances.
- No
 - I have a recorded easement or written authorization permitting access.
 - I do not currently have written authorization or easement permitting access.
 - 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).
 - Water is to be diverted, conveyed, and/or used only on federal lands.

List the names and mailing addresses of all affected landowners (*attach additional sheets if necessary*).

City of Millersburg, 4222 Old Salem Rd NE, Albany, OR 97321.

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.

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SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

WATER RESOURCES DEPT
SALEM, OREGON

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:

Source 1: Stored Water Tributary to: Willamette River

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).

U.S. Bureau of Reclamation: Certificate 72755 and Certificate 72756.

B. Applications to Use Stored Water

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

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

If *all* sources listed in item 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.

S-88194

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: 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
Stored Water	Irrigation	March 1 to October 31	<input checked="" type="checkbox"/> 411.0 AF

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For irrigation use only:
 Please indicate the number of primary and supplemental acres to be irrigated. MAR 04 2016
 Primary: 164.4 Acres Supplemental: None Acres WATER RESOURCES DEPT
 List the Permit or Certificate number of the underlying primary water right(s): NA SALISH CRUISER
 Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 411.0

- If the use is **municipal or quasi-municipal**, attach **Form M**
- If the use is **domestic**, indicate the number of households: NA
- If the use is **mining**, describe what is being mined and the method(s) of extraction: NA

SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

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

- Pump (give horsepower and type): Once the point of diversion is fully developed an appropriate size and type of pump will be determined.
- Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.
The point of diversion is located at an existing site where a centrifugal pump will be installed. Water will be conveyed through the existing 12-inch mainline system to the sprinklers.

B. Application Method

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

Depending on the type of crop grown, water will be applied through wheel lines or high-pressure sprinklers.

C. Conservation

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

Water will be applied to crops when needed. The most water efficient method of irrigation will be used for the crop being irrigated.

SECTION 6: 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 to prevent uptake of fish and other aquatic life.
Describe planned actions: A fish screen that meets ODFW requirements will be installed.
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: No clearing will be needed because the point of diversion already exists.
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: No equipment will be operated in a water body because the point of diversion already exists.
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: No erosion or run-off of waste or chemical products will occur because the point of diversion is already exists and there is an established riparian buffer.

SECTION 7: PROJECT SCHEDULE

Date construction will begin: The property has an existing water delivery system that will be connected to the proposed POD within 5 years from date of permit issuance.

Date construction will be completed: Within 5 years from date of permit issuance.

Date beneficial water use will begin: Within 5 years from date of permit issuance.

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SALES OREGON

SECTION 8: WITHIN A DISTRICT

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

Irrigation District Name	Address	
City	State	Zip

SECTION 9: REMARKS

Use this space to clarify any information you have provided in the application.

P-88174

Revised 2/1/2012

Surface Water/6

WR

The applicant, Paul Kuehne is both Willamette Valley Land, LLC and Creekside Valley Farms, LLC. Attached is a lease agreement between the landowner and Creekside Valley Farms, LLC. Paul Kuehne holds all water rights in the name of Willamette Valley Land, LLC.

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WATER RESOURCES DEPT
SALEM, OREGON

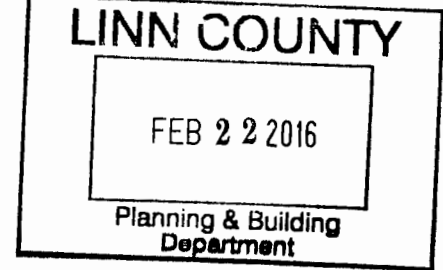
Land Use Information Form

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MAR 04 2016



PD16-0038
 Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us



Applicant: WILLAMETTE VALLEY LAND USE RESOURCES DEPT
 First Last SALEM OREGON

Mailing Address: PO BOX 99

LAFAYETTE OR 97127 Daytime Phone: 503-437-4833
 City State Zip

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:
10S	3W	20, 29 & 30		10 3W 20 402	Agricultural Resource/AG	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
10S	3W	21		10 3W 21 4301	Millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	21 & 28		10 3W 28 100	Millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	28 & 29		10 3W 28 101	millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	28		10 3W 28 106	millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	20, 20, 28 & 29		10 3W 28 108	millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	19, 20, 29 & 30		10 3W 29 101	Agricultural Resource/AG	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
10S	3W	20 & 29		10 3W 29 106	Millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
10S	3W	20 & 29		10 3W 29 200	Millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	29		10 3W 29 203	Millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
10S	3W	29		10 3W 29 204	Millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
10S	3W	29		10 3W 29 205	Millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
10S	3W	29		10 3W 29 206	Agricultural Resource/AG	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
10S	3W	20 & 29		10 3W 29 207	millersburg	<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation

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

Linn County and City of Millersburg.

B. Description of Proposed Use

Type of application to be filed with the Water Resources Department:

5-8894
 Revised 2/1/2012

Surface Water/1

WR

- Permit to Use or Store Water
 Water Right Transfer
 Permit Amendment or Ground Water Registration Modification
 Limited Water Use License
 Allocation of Conserved Water
 Exchange of Water

Source of water: Reservoir/Pond
 Ground Water
 Surface Water (name) _____

Estimated quantity of water needed: 411.0
 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:

The applicant proposes to appropriate stored water authorized under certificate 72755 and 72756 for irrigation use on 164.4 acres.



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.

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MAR 04 2015

WATER RESOURCES DEPT
SALEM OREGON

S-88194

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): LCC 928.310(B)(1)

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:	
RECEIVED		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
MAR 04 2016		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
WATER RESOURCES DEPT SALEM, OREGON		<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.

These Properties Governed by Linn County Code are already under LCC 928.310(B)(1) Farm use, Pursant to LCC 920.100(B)(104). Please note some Farm uses may not be listed in LCC 920.100(B)(104).

Name: Olivia Glantz Title: Associate Planner
 Signature: [Signature] Phone: 541-967-3816 Date: 2/22/16
 Government Entity: Linn County

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: _____

Land Use Information Form



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us

Applicant: WILLAMETTE VALLEY LAND LLC
First Last

RECEIVED

Mailing Address: PO BOX 99

MAR 04 2016

LAFAYETTE OR 97127 Daytime Phone: 503-437-4833
City State Zip

WATER RESOURCES DEPT
 SALEM, OREGON

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.

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10S	3W	21		10 3W 21 4301		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	21 & 28		10 3W 28 100		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	28 & 29		10 3W 28 101		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	28		10 3W 28 106		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	20, 20, 28 & 29		10 3W 28 108		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Irrigation
10S	3W	19, 20, 29 & 30		10 3W 29 101	<i>not in city limits</i>	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
10S	3W	20 & 29		10 3W 29 106		<input type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input type="checkbox"/> Used	Irrigation
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List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Linn County and City of Millersburg.

B. Description of Proposed Use

Type of application to be 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): Millersburg Land Use Development Code.
- 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.

*Two of the parcels listed are not within the boundaries of the City of Millersburg. They are: 10 3W 20 Tax Lot 402
10 3W 29 Tax Lot 101*


 MAR 04 2016
 WATER RESOURCES DEPT
 VALLEY GREEN

Name: BARBARA CASTILLO Title: CITY ADMINISTRATOR / RECORDER
 Signature: *Barbara Castillo* Phone: 541-928-4523 Date: 2/25/2016
 Government Entity: CITY OF MILLERSBURG

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: _____

- Permit to Use or Store Water
 Water Right Transfer
 Permit Amendment or Ground Water Registration Modification
 Limited Water Use License
 Allocation of Conserved Water
 Exchange of Water

Source of water: Reservoir/Pond
 Ground Water
 Surface Water (name) _____

Estimated quantity of water needed: 411.0
 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:

The applicant proposes to appropriate stored water authorized under certificate 72755 and 72756 for irrigation use on 164.4 acres.



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MAR 04 2016

WATER RESOURCES DEPT
SALVO OFFICE

1-1-74

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That... BLAINE L. BENNETT and PAULINE H. BENNETT, husband and wife,

hereinafter called the grantor for the consideration hereinafter stated, to grantor paid by CITY OF MILLERSBURG, municipal corporation, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Linn and State of Oregon, described as follows, to-wit:

The following described real property situated in the County of Linn and State of Oregon, to-wit: All of tracts 29 and 30 and a portion of Tracts 28 and 31 of MILLERSBURG TEN ACRE TRACTS being more particularly described as follows: Beginning at the Northeast corner of the Isaac Miller, Sr., Donation Land Claim No. 46 in Section 21, Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence North 89°49' West, along the South line of the Christian Farlow Donation Land Claim No. 54, a distance of 359.0 feet; thence North 0° 04' West 1038.15 feet to a one-half inch iron rod on the North line of the above mentioned Tract 28; thence South 89° 52' East 868.05 feet to a 3/4 inch iron at the Northeast corner of Tract 30; thence South 0° 02' West along the East line of said Tract 30, a distance of 495.97 feet to a 3/4 inch iron at the Southwest corner of the North half of Tract 31; thence South 89° 52' East 321.4 feet to a 3/4 inch iron on the westerly right of way line of the old Pacific Highway; thence South 20° 57' West along said right of way, 611.38 feet to

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$214,110.00

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 19 day of April, 1982; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Blaine L. Bennett
Pauline H. Bennett

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,
County of Linn
19th April, 1982

STATE OF OREGON, County of Linn
19 82

Personally appeared Blaine L. Bennett and Pauline H. Bennett who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

Personally appeared the above named Blaine L. Bennett and Pauline H. Bennett

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, Richard H. Renn, Notary Public for Oregon, My commission expires: 12/29/85

Notary Public for Oregon Richard H. Renn
My commission expires: 12/29/85

Blaine L. Bennett
Pauline H. Bennett
4590 N.E. Old Salem Rd., Albany 97321

City of Millersburg
Millersburg, Oregon

After recording return to:
Richard H. Renn
P. O. Box 1211
Albany, Oregon 97321

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

STATE OF OREGON,

County of Linn

I certify that the within instrument was received for record on the day of 1982, at o'clock A.M., and recorded in book/reel/volume No. on page or as document/tee/file/instrument/microfilm No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

By Deputy

MAR 04 2015

WATER RESOURCES DEPT
SALMON, OREGON

5-88894

the South line of the said Christian Farlow Donation Land Claim 54;
thence South 88° 49' West along the said South line, 523.87
feet to the point of beginning.

RECEIVED

MAR 04 2016

WATER RESOURCES DEPT
SALEM, OREGON

536893 800
Mar 23 11 52 AM '02

STATE OF OREGON
County of Linn

I hereby certify that the attached was
received and duly recorded by me in
Linn County records:

Volume: MF 311 Page: 742

Witness My Hand and Seal

DEL. W. BILEY
Linn County Clerk


Del. W. Biley
Clerk

STATE OF OHIO)
)ss:
COUNTY OF LUCAS)

Before me, Jeannette M. Imm, a Notary Public in and for the State of Ohio, personally appeared C. Jackson Smyth and C.C. Dufford, Jr., known to me to be the Assistant Treasurer and Vice President Personnel, respectively, of Owens-Corning Fiberglas Corporation, a Delaware corporation, which executed the foregoing conveyance and being known to me did acknowledge before me on this day that they did so sign this instrument in the name of and behalf of the said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the seal of the corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 25th day of September, 1987, at Toledo, Lucas County, Ohio.

Jeannette M. Imm
Notary Public
JEANNETTE M. IMM
Notary Public, State of Ohio
My Commission Expires June 28, 1990



My Commission Expires: _____

This Instrument Prepared By:

R. L. Frederick
Attorney-at-Law
Owens-Corning Fiberglas Corporation
Fiberglas Tower
Toledo, Ohio 43659

RECORDED

MAR 04 2013

WATER RESOURCES DIVISION
SALIK, GILL ET AL

FN17

S-8894

PARCEL I: Beginning at the Northeast corner of the Isaac Miller Donation Land Claim 46, Township 10 South, Range 3 West, Willamette Base and Meridian, Linn County, Oregon; thence North 88° 46' 20" East along the North line of the John Lauderback Donation Land Claim 46, said township and range 264 feet to the northeast corner of that parcel conveyed to Hubert and Robert Schmidt by deed recorded in Book 146, page 559, Linn county deed Records; thence South 1° 11' 50" East along the East line of said parcel 487.02 feet to the center of County Road #367, along the center of said road South 30° 02' 10" West 348.99 feet and on a 572.96 foot radius curve left 312.33 feet, the long chord of which bears South 14° 25' 10" West 308.48 feet to the East line of said Isaac Miller Claim #46; thence South 1° 11' 50" East along said Miller claim line 1684.10 feet to the Easterly projection of the north line of that parcel conveyed to Truax Oil, Inc. by deed recorded in microfilm volume 111, page 934, Linn County Microfilm Records; thence South 89° 38' 59" West along said Easterly projection and the North line of said parcel 155 feet; thence along the lines of said parcel South 1° 11' 50" East 16 feet, South 89° 38' 59" West 12 feet, North 1° 11' 50" West 16 feet, South 89° 38' 59" West 264.38 feet and South 1° 11' 45" East along the West line and Southerly projection of the West line of said Truax parcel 188.51 feet to the South line of that parcel conveyed to James E. Arnold, etux, by deed recorded in Book 127, page 532, Linn County Deed Records; thence South 89° 37' 42" West along the South line of said Arnold parcel 1087.12 feet to the Southwest corner of that parcel conveyed to Robert W. Schmidt, etux, by deed described in Tract III of that deed recorded in Book 291, page 585, said deed records; thence North 1° 11' 50" West 1084.27 feet to the northwest corner thereof; thence No. 89° 55' 40" West 0.47 feet to the Southeast corner of that parcel conveyed to Teledyne Industries, Inc., by deed recorded in Microfilm Volume 135, page 687, said microfilm records; thence North 1° 11' 35" West along the East line and Northerly projection thereof of said Teledyne Industries, Inc., parcel 1883.94 feet to the north line of said Isaac Miller claim 46; thence South 89° 52' East 1519.10 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Millersburg by deed recorded October 24, 1986, in Volume 425, page 123, Linn County Microfilm Records.

TOGETHER WITH a non-exclusive easement for a waterline and well, subject to the terms and provisions as set forth in that instrument recorded in Microfilm Volume 135, page 676, Linn County Records, being a strip of land 10 feet in width and lying 5.00 feet on either side of the following described centerline: Beginning at a point which is North 89° 49' 17" West 1519.05 feet and South 1° 08' 14" East, 1883.89 feet and South 1° 08' 36" East, 478.27 feet from the northeast corner of the Isaac Miller, Sr., Donation Land Claim No. 46 in Township 10 South, Range 3 West, Willamette Meridian, Linn County, Oregon; and running thence South 37° 00' 30" West a distance of 183.49 feet; thence South 1° 49' 45" West 138.00 feet.

PARCEL II: Beginning at the intersection of the South line of that parcel conveyed to James E. Arnold, etux, with the West end of County road #315 which point is 2954.82 feet South 1° 11' 50" East along the claim line and 1559.02 feet South 89° 37' 42" West of the Northeast corner of the Isaac Miller Donation Land Claim 46, Township 10 South, Range 3 West, Willamette Base and Meridian, Linn County, Oregon, thence South 89° 37' 42" West 1080.61 feet to the Southwest corner of said Arnold parcel; thence North 1° 11' 50" West along the West line of said Arnold parcel 276.03 feet; thence North 89° 50' 20" East 1080.55 feet to a 5/8" iron rod; thence South 1° 10' 04" East 258.65 feet to the northwest corner of County Road #315; thence South 0° 22' 12" East 13.42 feet to the point of beginning. EXCEPTING THEREFROM that portion conveyed to the City of Millersburg by deed recorded October 24, 1986, Volume 425, page 122, Linn County Microfilm Records.

2522

RECEIVED

MAR 04 2015

WATER RESOURCES DEPT
SALEB, OREGON

STATE OF OREGON
County of Linn

SEP 30 1 54 PM '87

STEVE DRUCKENMILLER
Notary Public

S-88194

Isaac Miller Donation Land Claim
W.M. 10-30-28

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Teledyne Industries, Inc., a California corporation, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by the City of Millersburg, a municipal corporation of the State of Oregon, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Linn and State of Oregon, described as follows, to-wit:

Beginning at a point on the Southerly right of way of County Road No. 34 said point also being North 89°49'00" West 2475.00 feet and South 1°08'13" East 30.00 feet from the Northeast corner of the Isaac Miller, Sr. Donation Land Claim No. 46 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 1°08'13" East a distance of 1854.98 feet; thence South 89°52'40" East 955.93 feet; thence North 1°08'13" West 1853.94 feet to said Southerly right of way; thence along said right of way North 89°49'00" West 955.95 feet to the true place of beginning.

SAVE AND EXCEPT:

Said tract more particularly described as follows: Beginning at a 5/8" iron rod on the Easterly line of that tract described in Linn County Deed Records, MF 135-687, said rod being S1°08'13"E 1,856.44 feet, S88°51'17"W 30.04 feet and N89°53'15"W 1,488.97 feet from the Northeast corner of the Isaac Miller D.L.C. No. 46 in T10S, R3W, W.M., Linn County, Oregon. Thence N89°53'15"W 956.065 feet to a 5/8" iron rod on the most Easterly line of that tract described in Linn County Deed Records MF 379-278; thence along said Easterly line, N1°07'49"W 100.03 feet to a 5/8" iron rod; thence S89°53'15"E 956.06 feet to a 5/8" iron rod; thence S1°08'14"E 100.02 feet to the point of beginning. Containing 95,613 square feet more or less.

SUBJECT TO:

1. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways, and a portion of the property is designated as an E.P.A. hazardous waste site.

RECEIVED

MAR 04 2016

WATER RESOURCES DEPT
SALEM, OREGON

10-30-28
10-30-29
10-30-20
5987
AMERICAN PACIFIC TITLE

P-88194

2. An easement created by instrument, including the terms and provisions thereof,
Recorded : August 26, 1982
MF Volume: 318 Page: 873
In Favor of: City of Millersburg
(Over) : North and West 20 feet of Tax Lot 101

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except those of record, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-, with the true considering being the exchange of other lands between grantee and grantor.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

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 USED.

In Witness Whereof, the grantor has executed this instrument this 20th day of March, 1989; by the duly authorized corporate officer.

TELEDYNE WAH CHANG ALBANY,
a division of Teledyne
Industries Inc., a California
corporation

RECEIVED

MAR 04 2016

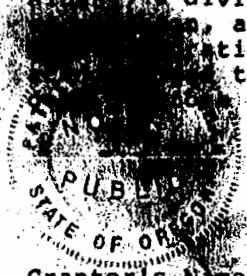
WATER RESOURCES DEPT
SALAS, OREGON

By: [Signature]
Title: President

STATE OF OREGON)
) ss.
COUNTY OF LINN)

Date: March 22, 1989

Personally appeared P. L. Riser, who being duly sworn did say that he is the President of Teledyne Wah Chang Albany, a division of Teledyne Industries, Inc., a California corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged the foregoing instrument to be its voluntary act and deed.



Patricia M. Abraham
Notary Public for Oregon
My Commission Expires: 5/23/91

Grantor's Name and Address:

Teledyne Industries, Inc.,
P.O. Box 460
Albany, Oregon 97321

Assessor's Account No.:

Grantee's Name and Address:

City of Millersburg
4222 Old Salem Road N.E.
Albany, Oregon 97321

After recording return to:

Weatherford, Thompson,
Ericky & Quick, P.C.
P.O. Box 667
Albany, OR 97321

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

City of Millersburg
4222 Old Salem Road N.E.
Albany, Oregon 97321

RECEIVED

MAR 04 2016

WATER RESOURCES DEPT
SALIDA, OREGON

MAY 8 4 30 PM '90

25

STATE OF OREGON
County of Linn

STEVE DRUCKENMILLER
Linn County Clerk

I hereby certify that the attached was received and duly recorded by me in Linn County records:

By [Signature] Deputy

Page 3. WARRANTY DEED

Volume: MF 530 Page: 766

SECTION 7.500 RADON IMPACTED AREA STANDARDS - RI

The purpose of the Radon Impacted Area (RI) Standards is to promote the public health, safety and welfare by preventing migration of radon from the soil to indoor air in amounts that exceed EPA standards and to promote industrial development of such areas consistent with Statewide Planning Goal 9, "Economic Development," and the acknowledged Millersburg Comprehensive Plan.

- (1) **Area Subject to the Radon Impacted Area.** The City shall record a notice in the Linn County public records that legally describes the area subject to the Radon Impacted Area, including a map showing the area's boundaries, state that the area is subject to the requirements of the Radon Impacted Area and that the Radon Impacted Area requires radon resistant construction methods and testing. The provisions of Section 7.500 shall apply to all areas described in the recorded notice and map.
- (2) **Allowed Methods of Addressing Radium Contamination.** An applicant may elect to address radium contamination by one of the two following methods:
 - (a) Use radon-resistant construction methods in accordance with Item (4)(a), below.
 - (b) Obtain prior EPA approval that the levels of radon in the buildings will be less than the Indoor Air Standard for buildings for which radon controls are not appropriate (such as open-sided sheds and parking structures). Under this method of addressing radium contamination, applicants must demonstrate to EPA's satisfaction through estimates of indoor radon concentration, using methods approved by EPA and parameters which match the particular buildings to be constructed. If this demonstration is made to EPA's satisfaction, the City may approve building permits for the building without requiring radon-resistant construction methods or soils excavation. Any subsequent changes to the building require a new land use permit under **Section 7.500** to ensure that the change in the building would not change the assumptions used in the initial modeling, or to update the modeling to EPA's satisfaction. All costs associated with obtaining EPA approval for buildings to be constructed other than with radon-resistant construction methods shall be borne solely by the applicant.
- (3) **Land Use Permits.**
 - (a) Application and Land Use Permit Approval.
 1. An approved Conditional Use land use permit shall be required pursuant to **Section 2.500** of this ordinance prior to approval of a building permit issued pursuant to Item (4)(a), below.
 2. The applicant for such permit shall submit to the City Administrator the following, which shall constitute a complete application:
 - 2A Any fee required by the City Council.
 - 2B Any completed and signed application form required by this ordinance.

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MAR 04 2010

WATER RESOURCES DEPT
SALEM, OREGON

S-8894

- 2C A site plan drawn to scale showing all proposed principal and accessory structures and their proposed uses and such other information as the City Administrator may require.
- 2D An election of one of two alternative methods of addressing radium and a written description of how radium will be addressed under the elected method.
3. The City Administrator shall determine that the application is complete and, if not, shall advise the applicant in writing what information is missing pursuant to **Section 2.130** and **2.140** of this ordinance.
4. The City Administrator shall give notice of a complete application pursuant to **Section 2.130** of this ordinance except that:
- 4A The notice shall specify that any party may provide written comments on the application to the City Administrator within ten (10) days of the notice's mailing date; and
- 4B The notice shall specify which method of addressing radium contamination has been elected by the applicant. The City shall give notice to the EPA. If the applicant changes its election of method addressing radium contamination, the City shall give EPA an amended notice.
5. The City Planning Commission may approve or deny the application after the written comment period in Item (3)(a) 4., above, has ended. The City Planning Commission may impose conditions as the Commission determines are appropriate; however, at a minimum, an approval under Item (3)(a) for radon resistant construction methods shall include the following conditions:
- 5A No building permit shall be issued pursuant to **Section 2.200** of this ordinance unless it complies with Item (4)(a), below.
- 5B No final certificate of occupancy shall be issued until radon tests satisfactory to the City have been conducted and show that indoor radon levels in all principal and accessory structures are below the Indoor Air Standard. The Indoor Air Standard shall be 4 pCi/liter or EPA's published target level or promulgated standard in effect at the time for indoor radon for occupational exposure, whichever is stricter. All radon testing shall be conducted in conformance with EPA's published radon testing guidance in effect at the time the tests are conducted. If radon concentrations exceed the Indoor Air Standard in effect at the time, building owners shall be required to put in place additional radon controls and shall conduct additional testing until retesting shows that concentrations are below the standard. Such additional testing, and controls if necessary, shall also be required after major structural changes are made to the building or its HVAC system that could affect the effectiveness of the radon controls. Once testing shows that the radon concentrations meet the Indoor Air Standards, the City may issue a final certificate of occupancy for the building.

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MAR 04 2016

WATER RESOURCES DEPT
SALEM, OREGON

- 5C The condition required in Item (3)(a) 5B, above, shall be satisfied within six (6) months of the issuance of a temporary certificate of occupancy. The City Administrator may grant reasonable extensions if the applicant makes a written request and demonstrates good cause.
- 5D Building owners and lessees shall be required to maintain the radon control system in proper working order. Satisfactory maintenance shall, at a minimum, conform to maintenance requirements set forth in the Large Building Guidance, or updated EPA guidance.
- 5E At least once every five years, buildings shall be inspected for slab settling, floor or basement wall cracks and other conditions that may reduce the effectiveness of the radon-resistant construction. If such conditions are found during the inspection, the affected buildings must be tested for radon using EPA-approved sampling methods. Building owners and lessees shall be required to take appropriate actions to reduce radon concentrations if radon levels in buildings exceed the Indoor Air Standard in effect at the time.
- 5F All radon testing results shall be submitted to the City. All testing results must identify the building address and ownership and shall include a description of the reason for radon sampling (i.e. for occupancy, results of prior sampling, changes in building or HVAC configuration, etc). Where results exceed the Indoor Air Standard, the information shall include a description of measures taken to modify the radon system to reduce concentrations and the retest results showing compliance with the standard. Records of radon testing, radon system maintenance, and inspection logs shall be kept on site or be electronically accessible on site and must be readily available for inspection by building occupants, and/or representatives of the City, EPA, or DEQ.
- 5G Building owners and lessees shall provide notifications to building occupants in writing or electronically that the building they occupy needs radon controls for potential risk reduction. Such notification shall include, at a minimum, a posted notice in a prominent place within the building. Content of the notification to building occupants shall include information on the location of the site records, the radon controls that are in place at the site, and the reasons for the radon controls.
- 5H The Applicant shall provide access on, over and across the property, and the City of Millersburg, EPA and DEQ shall have the right to enter upon any portion of the property at all reasonable times, for purposes of verifying any data or information submitted to the City, EPA or DEQ or verifying that no action is being taken on the Property in violation of the terms of this ordinance. As a condition to approval under this ordinance, such access will last indefinitely and so long as the land at issue may be described by Item (2) above.
6. An appeal of the City Administrator's decision in Item (3)(a) 5., above, shall be pursuant to **Sections 1.170** and **3.700** of this ordinance.

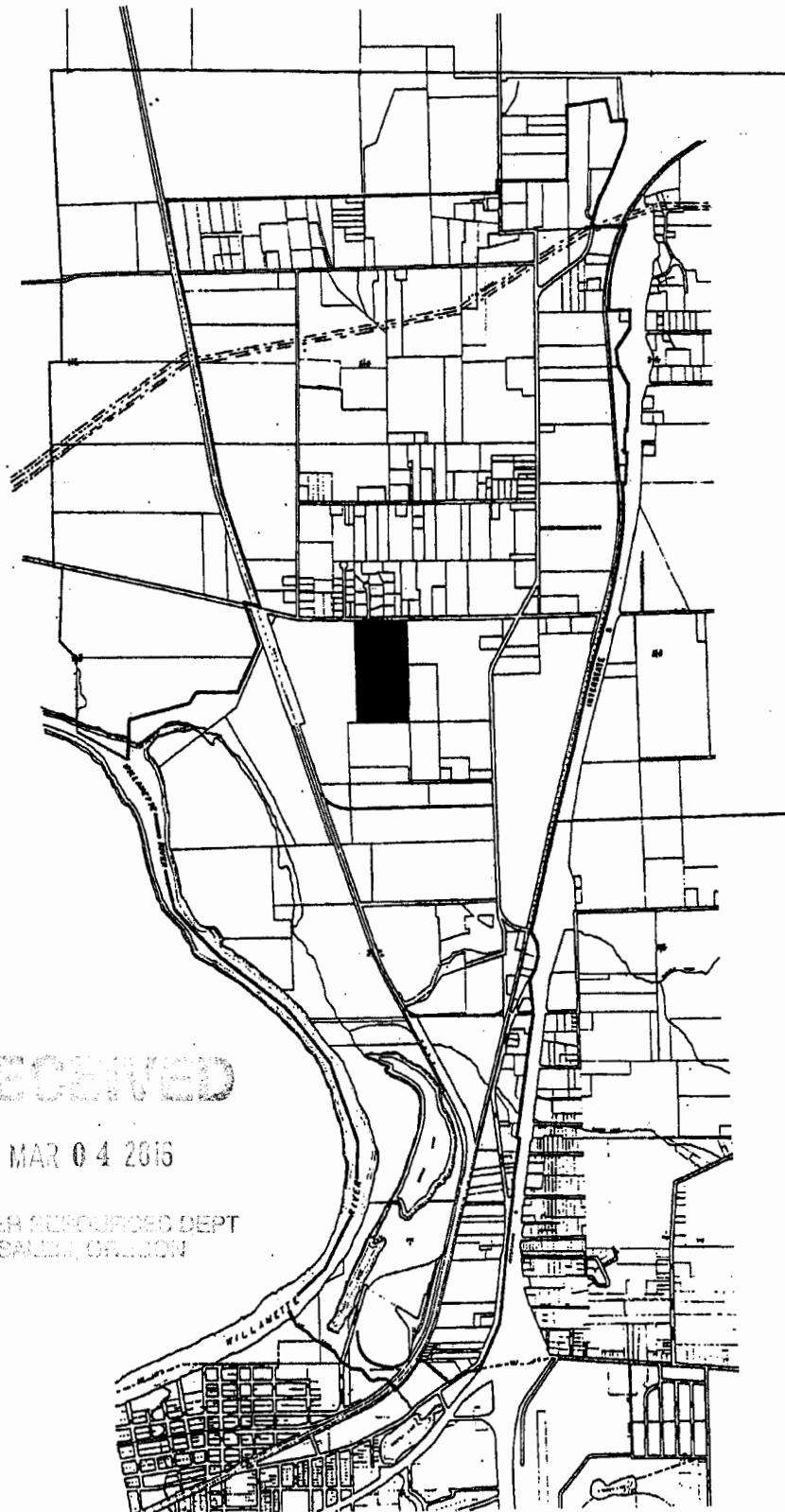
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MAR 04 2016

WATER RESOURCES DEPT
SALEM, OREGON

- (4) **Building Permit.** All building permits approved under a land use approval for radon resistant construction methods under Item (2)(a) must comply with the following:
- (a) All principal and accessory structures shall use radon resistant construction methods consistent with the most current edition of the EPA publication entitled "Radon Prevention in the Design and Construction of Schools and Other Large Buildings" (June, 1993)(EPA625-R-92-016) or the latest adopted edition of the "State of Oregon Structural Specialty Code", whichever the City Administrator determines, pursuant to **Section 1.170** of this ordinance, provides greater radon resistant construction methods. Construction will utilize either: (1) active systems such as active soil depressurization ("ASD") or building pressurization or (2) passive soil depressurization combined with sealing of radon entry routes. ASD consists of a layer of coarse aggregate below the building slab, radon suction pits below the slab, vent pipes and suction fans. If passive soil depressurization is used, the system consists of the same components as ASD except for the fans, but will include a rough-in for the addition of fans to convert it to ASD if necessary. Sealing of radon entry routes shall be done using the methods described in the EPA guidance or using a gas-impermeable membrane.
 - (b) No building permit shall be issued pursuant to **Section 2.200(1)** of this ordinance unless an approval has been granted pursuant to Item (3)(a), above.
 - (c) The City Administrator may issue a temporary certificate of occupancy prior to a final certificate of occupancy.
- (5) **Residential Development Prohibited.** Residential development shall be prohibited in the Radon Impacted Area.

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MAR 04 2015
WATER RESOURCES DEPT
SALEM, OREGON



RECEIVED

MAR 04 2016

WATER RESOURCES DEPT
SALMON, OREGON

PROPERTY & BOUNDARY

MILLERSBURG OREGON

— CITY LIMITS AND
URBAN GROWTH BOUNDARY
— PLANNING AREA BOUNDARY

RADON IMPACTED AREA



M-1

ORANGE COUNTY HEALTH DEPARTMENT
SALMON, OREGON
JANUARY 2008

S-88194

KNOW ALL MEN BY THESE PRESENTS, That BETTY M. NOFIZGER

hereinafter called the grantor, for the consideration hereinafter stated,
to grantor paid by CITY OF MILLERSBURG

hereinafter called the grantee,
does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that
certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, sit-
uated in the County of Linn and State of Oregon, described as follows, to-wit:

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

RECEIVED

MAR 04 2016

WATER RESOURCES DEPT
SALMON, OREGON

This instrument does not guarantee that any particular
use may be made of the property described in this
instrument. A buyer should check with the appropriate
city or county planning department to verify approved
uses.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that
grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances
except as set forth in Exhibit "A"

and that grantor will warrant and forever defend the above
granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomso-
ever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 347,950.00...
However, the actual consideration consists of or includes other property or value given or promised which is
part of the the whole consideration (indicate which).

In construing this deed and where the context so requires, the singular includes the plural.
WITNESS grantor's hand this 20th day of Feb., 1985.

Betty M. Nofziger
BETTY M. NOFIZGER

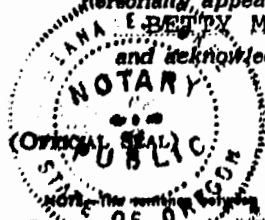
STATE OF OREGON, County of Josephine) ss.

February 26, 1985

Personally appeared the above named

BETTY M. NOFIZGER

and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me: Diana E. Jones
Notary Public for Oregon
My commission expires 9/10/88

Betty M. Nofziger
1900 Cloverlawn Drive
Grants Pass, OR 97526
CITY OF MILLERSBURG

STATE OF OREGON,)
County of)
I certify that the within instru-

8-88194

RECEIVED

MAR 04 2015

WATER POLICE DEPT
SALAS, OREGON

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances... except as set forth in Exhibit "A"

...and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 347,950.00... However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which)ⓐ

In construing this deed and where the context so requires, the singular includes the plural. WITNESS grantor's hand this 2-26 day of Feb., 19 85.

Betty M. Nofziger
BETTY M. NOFZIGER

STATE OF OREGON, County of Josephine) ss.

February 26, 19 85

Personally appeared the above named BETTY M. NOFZIGER and acknowledged the foregoing instrument to be her voluntary act and deed.



Before me: Diana E. Fowle
Notary Public for Oregon
My commission expires 9/10/88

Betty M. Nofziger
1900 Cloverlawn Drive
Grants Pass, OR 97526
GRANTOR'S NAME AND ADDRESS

City of Millersburg
& Richard Renn, Atty. P.O. Box 1211
Albany, Oregon 97321
GRANTEE'S NAME AND ADDRESS

After recording return to:
City of Millersburg
& Richard Reen, Atty. P.O. Box 1211
Albany, Oregon 97321
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address
City of Millersburg
& Richard Renn, Atty., P. O. Box 1211
Albany, Oregon 97321
NAME ADDRESS ZIP

STATE OF OREGON,)
County of)
I certify that the within instrument was received for record on the day of 19... at... o'clock M., and recorded in book/reel/volume No. ... on page ... or as document/fee/file/instrument/microfilm No. ... Record of Deeds of said county. Witness my hand and seal of County affixed.
NAME TITLE
By Deputy

SPACE RESERVED FOR RECORDER'S USE

S-88194

EXHIBIT "A"
Millersburg Property

Beginning at the Southeast corner of the George Miller, Sr., Donation Land Claim No. 58 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence East 44.29 chains to a point on the North line of and West 37.50 chains from the Northeast corner of the Isaac Miller, Sr., Donation Land Claim No. 46; thence South $1^{\circ} 15'$ East, 28.56 chains; thence West 2.50 chains; thence South $1^{\circ} 15'$ East 46.74 chains; more or less, to a point North $1^{\circ} 15'$ West 2402.9 feet from the South line of the said Isaac Miller Sr., Donation Land Claim No. 46; thence Westerly, parallel to said South line, 570.65 feet to the Easterly right of way line of the Ore# 846.91 feet to the Southeast corner of that parcel conveyed to Western Kraft Corporation and recorded in Volume 281, Page 254, Linn County Deed Records; thence North $24^{\circ} 13'$ West 936.69 feet to a $1/2"$ iron rod at an angle point in the Easterly line of said Western Kraft Corporation parcel; thence North $30^{\circ} 00'$ West 1721.5 feet to a $1/2"$ iron rod at the Northeast corner of said parcel, said $1/2"$ rod being on the Northerly line of said Isaac Miller, Sr., Donation Land Claim No. 46; thence North $52^{\circ} 50'$ East, along said Northerly line, 279.47 feet to a stone which bears South $52^{\circ} 50'$ West, 897.60 feet from the most Easterly corner of the Silas Haight Donation Land Claim No. 55; thence North $24^{\circ} 27'$ East (called North 23° East in old deeds) 1705.3 feet to the Southerly line of the aforementioned George Miller, Sr., Donation Land Claim No. 58; thence South $77^{\circ} 33'$ East, along said Claim line, 41.30 feet to the point of beginning. **EXCEPTING THEREFROM** that part lying within the right of way of the Oregon Electric Railroad as recorded in Volume 98, Page 136 and 311 and Volume 344, Page 316, Deed Records; **ALSO SAVE AND EXCEPT** that portion of the above described tract of land lying within the boundaries of public roads and highways.

SAVE AND EXCEPT the tract of land lying Southwesterly of and adjacent to the Southwesterly right of way of the Oregon Electric Railroad.

SUBJECT TO:

1. The rights of the public in and to that portion of the above property lying within the limits of public roads and highways.
2. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

MAR 04 2013

WATER RESOURCES DEPT
SALEIA, OREGON

3. An easement created by instrument, including the terms and provisions thereof,
Recorded : March 2, 1937 Deed BK: 145 Page: 470
In Favor Of : Mountain States Power Company
For : Electric transmission and distribution lines
4. An easement created by instrument, including the terms and provisions thereof,
Dated : April 17, 1980
Recorded : August 21, 1980 MF Vol: 269 Page: 652
In Favor Of : Teledyne Wah Chang Albany
For : Pipelines
Over : Southeast corner
5. An easement created by instrument, including the terms and provisions thereof,
Dated : July, 1982
Recorded : August 25, 1982 MF Vol: 318 Page: 792
In Favor Of : City of Millersburg
For : Sewer pipeline along railroad right of way
6. An easement created by instrument, including the terms and provisions thereof,
Dated : January 4, 1983
Recorded : March 17, 1983 MF Vol: 330 Page: 951
In Favor Of : City of Millersburg
For : 20 foot utility easement along Conser road
7. An easement created by instrument, including the terms and provisions thereof,
Dated : August 1, 1983
Recorded : August 3, 1983 MF Vol: 339 Page: 720
In Favor Of : City of Millersburg
For : 20 foot utility easement along Conser road

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MAR 04 2016

WATER RESOURCES DEPT
SALMON, OREGON

1291

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DEL. W. RILEY
Linn County Clerk

STATE OF OREGON
County of Linn

I hereby certify that the attached was
received and duly recorded by me in
Linn County records:

By  Deputy

Volume: MF 379 Page: 278

MAR 04 2015

ONE YEAR LAND LEASE

WATER RESOURCES DEPT
SALEM, OREGON

This one year land lease is entered into between the City of Millersburg, Oregon, hereinafter referred to as "Lessor" and Creekside Valley Farms, LLC, hereinafter referred to as "Lessee."

Witnesseth:

The Lessor hereby leases to Lessee, and Lessee hereby takes and rents from Lessor, the following described real property located on the south side of Conser Road, and just east of the Burlington Northern Railroad, consisting of approximately 49 (forty-nine) farmable acres on a tract of land, as exhibited on the Linn County Assessor's Map 10 3W 29 Tax Lot 200, located in the City of Millersburg, Linn County, Oregon, on the terms and conditions stated below:

1. Term:

The term of the Lease shall commence on September 15, 2014, and shall continue for one calendar year through September 14, 2015. Unless earlier terminated as provided herein, the Lessee shall promptly vacate and surrender possession of the property in a quiet and peaceful manner, and in as good a state of repair as when Lessee took possession, subject, however, to normal wear and tear and damage by the elements.

2. Possession:

The Lessee's right to possession and obligations under this Lease shall commence on the first day of this lease.

3. Rent:

The Lessee agrees to pay to the Lessor rent as follows: Lessor acknowledges receipt of \$6,370 submitted with Lessee's bid. This \$6,370 represents ½ of the total annual rent at \$260/acre. The remaining balance of \$6,370 is due in full no later than 12 noon, September 14, 2015. The parties agree that there is approximately 49 (forty-nine) acres of farmable land.

4. Use of The Leased Property:

The subject property of this Lease shall be used only for lawful and normal agricultural farming operations and is further **restricted and limited to production of annual crops, and for no other purpose**. The Lessee shall farm said land in accordance with the practices of good husbandry and shall allow no waste or strip to occur to said property. Lessee shall furnish all tools, implements, seeds, labor and other materials and devices necessary for proper farming operations and husbandry.

S-00174

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MAR 04 2016

WATER RESOURCES DEPT
SALMIA, OREGON

5. Representations:

Lessee certifies that this Lease is accepted and executed upon the basis of Lessee's own examination and personal knowledge of the premises and opinion as to the rental value thereof; that no attempt has been made to influence Lessee's judgment, and that said Lessee takes possession of said property in the condition existing at the time of execution of this Lease.

6. Lessor's Warranty:

The Lessor warrants that Lessor is the owner of the property described herein and has the right to lease the same. The lessor will defend Lessee's right to lease the same. The lessor will defend Lessee's right to quiet enjoyment of the property from the lawful claims of all persons during the term of this Lease.

7. Assignment and Sub-Lease:

The lessee shall not assign, transfer, or set over this Lease or Sub-Lease any portion or all of the property subject to this Lease to any third person, firm or corporation without the prior written consent of the Lessor, which will not be unreasonably withheld.

8. Indemnity of Lessor By Lessee Against Loss:

Lessee covenants and agrees to indemnify and save harmless Lessor against any and all claims arising from Lessee's conduct or management of, or from any work or thing whatsoever done in or about the leased premises, or arising from any act of negligence of Lessee or any of his agents, contractors, or employees, or arising from any action, injury or damage whatsoever, however caused to any person or persons or to the property of any person or persons, during the term of this Lease on or about the Leased premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about such premises and from any claim or action or proceeding brought thereon.

9. Default Notice and Remedies:

The following shall be the offense of default:

- 1: Failure by Lessee to pay any rent or other charge within twenty (20) days after it is due. Any assignment for the benefit of creditors, adjudication in bankruptcy, or attachment under writ of attachment issued out of any court, of or against the Lessee herein, shall at the option of the Lessor, constitute a default upon the part of the Lessee and shall terminate this Lease. Any assignee, trustee or attaching creditor shall have no right to enter upon property under and by virtue of this Lease and upon exercise of this option by the Lessor, the Lessor shall be entitled to re-enter the property and retain possession thereof without being liable for damage or injury to

the property of the Lessee thereon, except that occasioned by the Lessor's intentional, negligent act or omission.

2: The Lessee's failure, refusal or neglect to perform or fulfill any term or condition of this Lease shall constitute default and if said default shall continue for a period of 20 days after notice in writing is given to the Lessee by the Lessor, then in that event the Lessor shall have the right and option to declare this Lease void and terminated, and the further right to re-enter and remove from said property the person and property of the Lessee without being liable for injury therefor. In addition, the Lessor shall have all other legal remedies or actions available to him by reason of the laws of this state or the United States.

10. Attorney's Fees:

Should suit or action be instituted by either party to this Lease for enforcement of the terms and conditions of this Lease, it is agreed that the party prevailing shall be allowed such sums as the Court shall determine as reasonable attorney's fees in the prosecution of such suit or action and on appeal, if any.

11. Waiver:

Failure by the Lessor at any time to require performance by the Lessee of any of the provisions of this Lease shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any default herein provided for be held to be a waiver of any succeeding default or a waiver of this non-waiver clause.

12. Successor Interests:

The covenants, conditions and terms of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, administrators, Personal Representatives, successors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment or sale.

13. Lessor's Right To Sell; Payment to Lessee for Loss Due to Inability to Harvest:

Lessee acknowledges that this leased property may be sold by Lessor during the term of this lease. If Lessor sells part or all of this leased property during the term of this lease and thus making some or all of the property unavailable to Lessee to harvest the annual crop during the term of this lease, Lessor will reimburse Lessee for the reasonable loss to Lessee for Lessee's inability to harvest the crop on that portion of the sold property during the term of this lease.

14. Limitation of damages:

Lessee acknowledges that Lessor makes no representation regarding availability of this leased land beyond the term of this lease and Lessor is not responsible to Lessee for any loss of crop or loss of revenue resulting from Lessee's crop remaining in the ground beyond the term of this lease. Lessee acknowledges that Lessee assumes all liability and potential loss of crop and/or

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MAR 04 2016

WATER RESOURCES DEPT
SALINA, OREGON

S-88894

revenue if Lessee chooses to plant an annual crop that is harvestable for a period longer than the term of this lease.

15. Attorney Representation:

This Lease has been prepared by Forrest Reid, Millersburg City Attorney, on behalf of Lessor. It is understood and agreed by the Lessee that Lessee has been advised that Lessee may seek Lessee's own independent legal counsel regarding Lessee's rights under this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

6/18/14

Date

Barbara Castelli

LESSOR

CITY OF MILLERSBURG

6/18/14

Date

[Signature]

LESSEE

CREEKSIDE VALLEY FARMS, LLC.

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MAR 04 2015

WATER RESOURCES DEPT
COLUMBIANA, MISSISSIPPI

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MAR 04 2015

WATER PLANT DESIGN DEPT
SALMON, OREGON

ONE YEAR LAND LEASE

This one year land lease is entered into between the City of Millersburg, Oregon, hereinafter referred to as "Lessor" and Creekside Valley Farms, LLC, hereinafter referred to as "Lessee."

Witnesseth:

The Lessor hereby leases to Lessee, and Lessee hereby takes and rents from Lessor, the following described real property located behind the Millersburg City Hall at the intersection of Old Salem Road and Conser Road, consisting of approximately 20 (twenty) farmable acres of a 23.79 parcel of land as exhibited on the Linn County Assessor's Map 10 3W 21 Tax Lot 4301, located in the City of Millersburg, Linn County, Oregon, on the terms and conditions stated below:

1. Term:

The term of the Lease shall commence on September 15, 2014, and shall continue for one calendar year through September 14, 2015. Unless earlier terminated as provided herein, the Lessee shall promptly vacate and surrender possession of the property in a quiet and peaceful manner, and in as good a state of repair as when Lessee took possession, subject, however, to normal wear and tear and damage by the elements.

2. Possession:

The Lessee's right to possession and obligations under this Lease shall commence on the first day of this lease.

3. Rent:

The Lessee agrees to pay to the Lessor rent as follows: Lessor acknowledges receipt of \$2,600 submitted with Lessee's bid. This \$2,600 represents ½ of the total annual rent at \$260/acre. The remaining balance of \$2,600 is due in full no later than 12 noon, September 14, 2015. The parties agree that there is approximately 20 (twenty) acres of farmable land.

4. Use of The Leased Property:

The subject property of this Lease shall be used only for lawful and normal agricultural farming operations and is further **restricted and limited to production of annual crops, and for no other purpose**. The Lessee shall farm said land in accordance with the practices of good husbandry and shall allow no waste or strip to occur to said property. Lessee shall furnish all tools, implements, seeds, labor and other materials and devices necessary for proper farming operations and husbandry.

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MAR 04 2016

WATER RESOURCES DEPT
SALES OFFICER

5. Representations:

Lessee certifies that this Lease is accepted and executed upon the basis of Lessee's own examination and personal knowledge of the premises and opinion as to the rental value thereof, that no attempt has been made to influence Lessee's judgment, and that said Lessee takes possession of said property in the condition existing at the time of execution of this Lease.

6. Lessor's Warranty:

The Lessor warrants that Lessor is the owner of the property described herein and has the right to lease the same. The lessor will defend Lessee's right to lease the same. The lessor will defend Lessee's right to quiet enjoyment of the property from the lawful claims of all persons during the term of this Lease.

7. Assignment and Sub-Lease:

The lessee shall not assign, transfer, or set over this Lease or Sub-Lease any portion or all of the property subject to this Lease to any third person, firm or corporation without the prior written consent of the Lessor, which will not be unreasonably withheld.

8. Indemnity of Lessor By Lessee Against Loss:

Lessee covenants and agrees to indemnify and save harmless Lessor against any and all claims arising from Lessee's conduct or management of, or from any work or thing whatsoever done in or about the leased premises, or arising from any act of negligence of Lessee or any of his agents, contractors, or employees, or arising from any action, injury or damage whatsoever, however caused to any person or persons or to the property of any person or persons, during the term of this Lease on or about the Leased premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about such premises and from any claim or action or proceeding brought thereon.

9. Default Notice and Remedies:

The following shall be the offense of default:

- 1: Failure by Lessee to pay any rent or other charge within twenty (20) days after it is due. Any assignment for the benefit of creditors, adjudication in bankruptcy, or attachment under writ of attachment issued out of any court, of or against the Lessee herein, shall at the option of the Lessor, constitute a default upon the part of the Lessee and shall terminate this Lease. Any assignee, trustee or attaching creditor shall have no right to enter upon property under and by virtue of this Lease and upon exercise of this option by the Lessor, the Lessor shall be entitled to re-enter the property and retain possession thereof without being liable for damage or injury to

S-00174

the property of the Lessee thereon, except that occasioned by the Lessor's intentional, negligent act or omission.

2: The Lessee's failure, refusal or neglect to perform or fulfill any term or condition of this Lease shall constitute default and if said default shall continue for a period of 20 days after notice in writing is given to the Lessee by the Lessor, then in that event the Lessor shall have the right and option to declare this Lease void and terminated, and the further right to re-enter and remove from said property the person and property of the Lessee without being liable for injury therefor. In addition, the Lessor shall have all other legal remedies or actions available to him by reason of the laws of this state or the United States.

10. Attorney's Fees:

Should suit or action be instituted by either party to this Lease for enforcement of the terms and conditions of this Lease, it is agreed that the party prevailing shall be allowed such sums as the Court shall determine as reasonable attorney's fees in the prosecution of such suit or action and on appeal, if any.

11. Waiver:

Failure by the Lessor at any time to require performance by the Lessee of any of the provisions of this Lease shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any default herein provided for be held to be a waiver of any succeeding default or a waiver of this non-waiver clause.

12. Successor Interests:

The covenants, conditions and terms of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, administrators, Personal Representatives, successors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment or sale.

13. Lessor's Right To Sell; Payment to Lessee for Loss Due to Inability to Harvest:

Lessee acknowledges that this leased property may be sold by Lessor during the term of this lease. If Lessor sells part or all of this leased property during the term of this lease and thus making some or all of the property unavailable to Lessee to harvest the annual crop during the term of this lease, Lessor will reimburse Lessee for the reasonable loss to Lessee for Lessee's inability to harvest the crop on that portion of the sold property during the term of this lease.

14. Attorney Representation:

This Lease has been prepared by Forrest Reid, Millersburg City Attorney, on behalf of Lessor. It is understood and agreed by the Lessee that Lessee has been advised that Lessee may seek Lessee's own independent legal counsel regarding Lessee's rights under this Lease.

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MAR 04 2016

WATER RESOURCES DEPT
SALINE COUNTY

S-88194

15. Limitation of damages:

Lessee acknowledges that Lessor makes no representation regarding availability of this leased land beyond the term of this lease and Lessor is not responsible to Lessee for any loss of crop or loss of revenue resulting from Lessee's crop remaining in the ground beyond the term of this lease. Lessee acknowledges that Lessee assumes all liability and potential loss of crop and/or revenue if Lessee chooses to plant an annual crop that is harvestable for a period longer than the term of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

6/18/14

Date

Barbara Casselle

LESSOR

CITY OF MILLERSBURG

6/18/14

Date

Paul K.

LESSEE

CREEKSIDE VALLEY FARMS, LLC

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MAR 04 2015

WATER RESOURCES DEPT
SARAH COLLISON

ONE YEAR LAND LEASE

This one year land lease is entered into between the City of Millersburg, Oregon, hereinafter referred to as "Lessor" and Creekside Valley Farms, LLC, hereinafter referred to as "Lessee."

Witnesseth:

The Lessor hereby leases to Lessee, and Lessee hereby takes and rents from Lessor, the following described real property located west of the Firehouse Corner Market and Deli, consisting of approximately 38 (thirty-eight) farmable acres on a tract of land, as exhibited on the Linn County Assessor's Map 10 3W 28 Tax Lot 108, located in the City of Millersburg, Linn County, Oregon, on the terms and conditions stated below:

1. Term:

The term of the Lease shall commence on September 15, 2014, and shall continue for one calendar year through September 14, 2015. Unless earlier terminated as provided herein, the Lessee shall promptly vacate and surrender possession of the property in a quiet and peaceful manner, and in as good a state of repair as when Lessee took possession, subject, however, to normal wear and tear and damage by the elements.

2. Possession:

The Lessee's right to possession and obligations under this Lease shall commence on the first day of this lease.

3. Rent:

The Lessee agrees to pay to the Lessor rent as follows: Lessor acknowledges receipt of \$4,940 submitted with Lessee's bid. This \$4,940 represents ½ of the total annual rent at \$260/acre. The remaining balance of \$4,940 is due in full no later than 12 noon, September 14, 2015. The parties agree that there is approximately 38 (thirty-eight) acres of farmable land.

4. Use of The Leased Property:

The subject property of this Lease shall be used only for lawful and normal agricultural farming operations and is further **restricted and limited to production of annual crops, and for no other purpose**. The Lessee shall farm said land in accordance with the practices of good husbandry and shall allow no waste or strip to occur to said property. Lessee shall furnish all tools, implements, seeds, labor and other materials and devices necessary for proper farming operations and husbandry.

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WATER RESOURCES DEPT
SALIDA, OREGON

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MAR 04 2015

WATER RESOURCES DEPT
SALEM, OREGON

5. Representations:

Lessee certifies that this Lease is accepted and executed upon the basis of Lessee's own examination and personal knowledge of the premises and opinion as to the rental value thereof; that no attempt has been made to influence Lessee's judgment, and that said Lessee takes possession of said property in the condition existing at the time of execution of this Lease.

6. Lessor's Warranty:

The Lessor warrants that Lessor is the owner of the property described herein and has the right to lease the same. The lessor will defend Lessee's right to lease the same. The lessor will defend Lessee's right to quiet enjoyment of the property from the lawful claims of all persons during the term of this Lease.

7. Assignment and Sub-Lease:

The lessee shall not assign, transfer, or set over this Lease or Sub-Lease any portion or all of the property subject to this Lease to any third person, firm or corporation without the prior written consent of the Lessor, which will not be unreasonably withheld.

8. Indemnity of Lessor By Lessee Against Loss:

Lessee covenants and agrees to indemnify and save harmless Lessor against any and all claims arising from Lessee's conduct or management of, or from any work or thing whatsoever done in or about the leased premises, or arising from any act of negligence of Lessee or any of his agents, contractors, or employees, or arising from any action, injury or damage whatsoever, however caused to any person or persons or to the property of any person or persons, during the term of this Lease on or about the Leased premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about such premises and from any claim or action or proceeding brought thereon.

9. Default Notice and Remedies:

The following shall be the offense of default:

- 1: Failure by Lessee to pay any rent or other charge within twenty (20) days after it is due. Any assignment for the benefit of creditors, adjudication in bankruptcy, or attachment under writ of attachment issued out of any court, of or against the Lessee herein, shall at the option of the Lessor, constitute a default upon the part of the Lessee and shall terminate this Lease. Any assignee, trustee or attaching creditor shall have no right to enter upon property under and by virtue of this Lease and upon exercise of this option by the Lessor, the Lessor shall be entitled to re-enter the property and retain possession thereof without being liable for damage or injury to

5-88194

the property of the Lessee thereon, except that occasioned by the Lessor's intentional, negligent act or omission.

2: The Lessee's failure, refusal or neglect to perform or fulfill any term or condition of this Lease shall constitute default and if said default shall continue for a period of 20 days after notice in writing is given to the Lessee by the Lessor, then in that event the Lessor shall have the right and option to declare this Lease void and terminated, and the further right to re-enter and remove from said property the person and property of the Lessee without being liable for injury therefor. In addition, the Lessor shall have all other legal remedies or actions available to him by reason of the laws of this state or the United States.

10. Attorney's Fees:

Should suit or action be instituted by either party to this Lease for enforcement of the terms and conditions of this Lease, it is agreed that the party prevailing shall be allowed such sums as the Court shall determine as reasonable attorney's fees in the prosecution of such suit or action and on appeal, if any.

11. Waiver:

Failure by the Lessor at any time to require performance by the Lessee of any of the provisions of this Lease shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any default herein provided for be held to be a waiver of any succeeding default or a waiver of this non-waiver clause.

12. Successor Interests:

The covenants, conditions and terms of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, administrators, Personal Representatives, successors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment or sale.

13. Lessor's Right To Sell; Payment to Lessee for Loss Due to Inability to Harvest:

Lessee acknowledges that this leased property may be sold by Lessor during the term of this lease. If Lessor sells part or all of this leased property during the term of this lease and thus making some or all of the property unavailable to Lessee to harvest the annual crop during the term of this lease, Lessor will reimburse Lessee for the reasonable loss to Lessee for Lessee's inability to harvest the crop on that portion of the sold property during the term of this lease.

14. Attorney Representation:

This Lease has been prepared by Forrest Reid, Millersburg City Attorney, on behalf of Lessor. It is understood and agreed by the Lessee that Lessee has been advised that Lessee may seek Lessee's own independent legal counsel regarding Lessee's rights under this Lease.

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WATER RESOURCES DEPT
SAULT, OREGON

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MAR 04 2015

WATER RESOURCES DEPT
SALEMA, OREGON

15. Limitation of damages:

Lessee acknowledges that Lessor makes no representation regarding availability of this leased land beyond the term of this lease and Lessor is not responsible to Lessee for any loss of crop or loss of revenue resulting from Lessee's crop remaining in the ground beyond the term of this lease. Lessee acknowledges that Lessee assumes all liability and potential loss of crop and/or revenue if Lessee chooses to plant an annual crop that is harvestable for a period longer than the term of this lease.

16. PROPERTY HAS EPA USE RESTRICTIONS:

Lessee acknowledges that this property is a Teledyne Wah Chang Superfund site and as such is under guidance from the EPA, and is encumbered by a recorded environmental protection easement and equitable servitude. As such, Lessee acknowledges that the EPA suggests, and Lessor therefore requires of Lessee, to limit ground distributing activity which results in the suspension of soil into the air.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

6/18/14

Date

Bertan Cassell

LESSOR

6/18/14

Date

[Signature]

LESSEE

CITY OF MILLERSBURG

CREEKSIDE VALLEY FARMS, LLC.

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MAR 04 2016

WATER RESOURCES DEPT
SALOME, OREGON

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MAR 04 2016

WATER RESOURCES DEPT
SALEEM, OREGON

ONE YEAR LAND LEASE

This one year land lease is entered into between the City of Millersburg, Oregon, hereinafter referred to as "Lessor" and Creekside Valley Farms, LLC, hereinafter referred to as "Lessee."

Witnesseth:

The Lessor hereby leases to Lessee, and Lessee hereby takes and rents from Lessor, the following described real property located west of the Firehouse Corner Market and Deli, consisting of approximately 60 (sixty) farmable acres on a tract of land, as exhibited on the Linn County Assessor's Map 10 3W 28 Tax Lot 100, located in the City of Millersburg, Linn County, Oregon, on the terms and conditions stated below:

1. Term:

The term of the Lease shall commence on September 15, 2014, and shall continue for one calendar year through September 14, 2015. Unless earlier terminated as provided herein, the Lessee shall promptly vacate and surrender possession of the property in a quiet and peaceful manner, and in as good a state of repair as when Lessee took possession, subject, however, to normal wear and tear and damage by the elements.

2. Possession:

The Lessee's right to possession and obligations under this Lease shall commence on the first day of this lease.

3. Rent:

The Lessee agrees to pay to the Lessor rent as follows: Lessor acknowledges receipt of \$7,800 submitted with Lessee's bid. This \$7,800 represents ½ of the total annual rent at \$260/acre. The remaining balance of \$7,800 is due in full no later than 12 noon, September 14, 2015. The parties agree that there is approximately 60 (sixty) acres of farmable land.

4. Use of The Leased Property:

The subject property of this Lease shall be used only for lawful and normal agricultural farming operations and is further **restricted and limited to production of annual crops, and for no other purpose**. The Lessee shall farm said land in accordance with the practices of good husbandry and shall allow no waste or strip to occur to said property. Lessee shall furnish all tools, implements, seeds, labor and other materials and devices necessary for proper farming operations and husbandry.

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MAR 04 2016

WATER RESOURCES DEPT
SANTA CRUZ

5. Representations:

Lessee certifies that this Lease is accepted and executed upon the basis of Lessee's own examination and personal knowledge of the premises and opinion as to the rental value thereof; that no attempt has been made to influence Lessee's judgment, and that said Lessee takes possession of said property in the condition existing at the time of execution of this Lease.

6. Lessor's Warranty:

The Lessor warrants that Lessor is the owner of the property described herein and has the right to lease the same. The lessor will defend Lessee's right to lease the same. The lessor will defend Lessee's right to quiet enjoyment of the property from the lawful claims of all persons during the term of this Lease.

7. Assignment and Sub-Lease:

The lessee shall not assign, transfer, or set over this Lease or Sub-Lease any portion or all of the property subject to this Lease to any third person, firm or corporation without the prior written consent of the Lessor, which will not be unreasonably withheld.

8. Indemnity of Lessor By Lessee Against Loss:

Lessee covenants and agrees to indemnify and save harmless Lessor against any and all claims arising from Lessee's conduct or management of, or from any work or thing whatsoever done in or about the leased premises, or arising from any act of negligence of Lessee or any of his agents, contractors, or employees, or arising from any action, injury or damage whatsoever, however caused to any person or persons or to the property of any person or persons, during the term of this Lease on or about the Leased premises, and from and against all costs, counsel fees, expenses and liabilities incurred in or about such premises and from any claim or action or proceeding brought thereon.

9. Default Notice and Remedies:

The following shall be the offense of default:

- 1: Failure by Lessee to pay any rent or other charge within twenty (20) days after it is due. Any assignment for the benefit of creditors, adjudication in bankruptcy, or attachment under writ of attachment issued out of any court, of or against the Lessee herein, shall at the option of the Lessor, constitute a default upon the part of the Lessee and shall terminate this Lease. Any assignee, trustee or attaching creditor shall have no right to enter upon property under and by virtue of this Lease and upon exercise of this option by the Lessor, the Lessor shall be entitled to re-enter the property and retain possession thereof without being liable for damage or injury to

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CAPTAIN WILSON

the property of the Lessee thereon, except that occasioned by the Lessor's intentional, negligent act or omission.

2: The Lessee's failure, refusal or neglect to perform or fulfill any term or condition of this Lease shall constitute default and if said default shall continue for a period of 20 days after notice in writing is given to the Lessee by the Lessor, then in that event the Lessor shall have the right and option to declare this Lease void and terminated, and the further right to re-enter and remove from said property the person and property of the Lessee without being liable for injury therefor. In addition, the Lessor shall have all other legal remedies or actions available to him by reason of the laws of this state or the United States.

10. Attorney's Fees:

Should suit or action be instituted by either party to this Lease for enforcement of the terms and conditions of this Lease, it is agreed that the party prevailing shall be allowed such sums as the Court shall determine as reasonable attorney's fees in the prosecution of such suit or action and on appeal, if any.

11. Waiver:

Failure by the Lessor at any time to require performance by the Lessee of any of the provisions of this Lease shall in no way affect the Lessor's right hereunder to enforce the same, nor shall any waiver by the Lessor of any default herein provided for be held to be a waiver of any succeeding default or a waiver of this non-waiver clause.

12. Successor Interests:

The covenants, conditions and terms of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, administrators, Personal Representatives, successors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment or sale.

13. Right To Sell:

Lessee acknowledges that this leased property may be sold by Lessor during the term of this lease and in that event the Lessor will make every effort to fulfill the terms of this lease

14. Attorney Representation:

This Lease has been prepared by Forrest Reid, Millersburg City Attorney, on behalf of Lessor. It is understood and agreed by the Lessee that Lessee has been advised that Lessee may seek Lessee's own independent legal counsel regarding Lessee's rights under this Lease.

15. Limitation of damages:

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Lessee acknowledges that Lessor makes no representation regarding availability of this leased land beyond the term of this lease and Lessor is not responsible to Lessee for any loss of crop or loss of revenue resulting from Lessee's crop remaining in the ground beyond the term of this lease. Lessee acknowledges that Lessee assumes all liability and potential loss of crop and/or revenue if Lessee chooses to plant an annual crop that is harvestable for a period longer than the term of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunder caused this Lease to be executed.

6/18/14

Date

Barbara Castille

LESSOR

CITY OF MILLERSBURG

6/18/14

Date

[Signature]

LESSEE

CREEKSIDE VALLEY FARMS, LLC

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WATER RESOURCES DEPT
SALEM, OREGON

CONTRACT DATA SHEET



U.S. Bureau of Reclamation
Attn: PN-3324
1150 North Curtis Road
Boise ID 83706-1234
(208) 378-5344

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SALEM, OREGON

1. Applicant Information:

A. Landowners

- 1) Name of landowner(s): City of Millersburg
- 2) Address: 4222 Old Salem Road NE, Albany, OR 97321
- 3) Mailing Address (if different): _____
- 4) Taxpayer Identification Number(s): _____
(Social Security Number or Employer Identification Number)
- 5) Do you own all of the land where you propose to divert and make use of water? See attached Lease Agreement.

B. Water User Organizations (Such as Irrigation Districts, Ditch/Canal Companies, Water Control Districts, Water User Associations & Cooperatives, Irrigation Improvement Districts, and similar entities organized according to State Law)

- 1) Name of Organization: Willamette Valley Land LLC
- 2) Name & Title of Applicant: Paul Kuhne, Owner of Willamette Valley Land, LLC and Creekside Valley Farms, LLC
- 3) Mailing Address of Organization: PO Box 99, Lafayette OR, 97321
- 4) Taxpayer Identification Number: Employee Identification Number: 26-3923840.
(Social Security Number or Employer Identification Number)
- 5) Please provide the following information: See Attached Supplemental Contract Data Sheet
 - (a) A description of the area served by the organization (location, total acreage, # of water users, prominent crops, etc.)
 - (b) Copy of organization by-laws, articles of incorporation (if applicable), board resolution authorizing the applicant to represent and bind the organization under contract with the United States.

2. Source of Water (name of stream, river) Willamette River

3. Proposed point of diversion: 535 feet east and 1490 feet south
of NW corner of Section 29, Township 10S, Range 3W,
Willamette Meridian.

4. A water right permit to divert storage water is required. Application or file number with OWRD if you have applied for a permit to divert storage water: An OWRD file number will be provided as soon as it is assigned to the application.

5. Include a map of lands and diversion points. Same as required by Oregon Water Resources Department (OWRD) for application for surface/ground water permit.

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6. Do you currently hold a right to natural flows for irrigating the property described herein? No.
If yes, what is/are the priority date(s)? NA

7. Total quantity of water from storage requested: 411.0 acre-feet.

8. Location of land to be irrigated in each 40-acre tract:

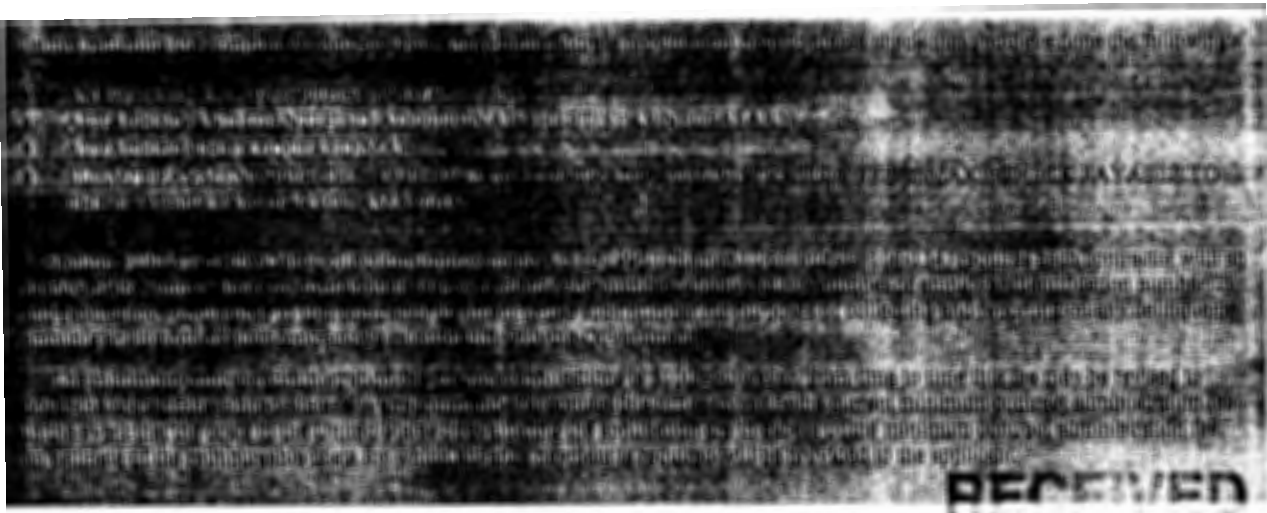
TOWNSHIP	RANGE	SECTION	40-ACRE TRACT (1/4) (1/4)	NO. of ACRES	TYPE of IRRIGATED CROP
See Attached Supplemental Contract Data Sheet					

9. What is the present use of the land identified above? [*Farming; idle* (fallow cultivated land); *native* (appears never to have been tilled); *planted pasture or other* (please specify)].
planted in grass seed.

10. Is the land identified above currently being irrigated? Yes If yes, what is the source? (*natural flows, wells, etc.*) Surface water.

11. Diversion must be screened to prevent uptake of fish and other aquatic life.
Describe plan(s) to comply with State/Federal fish screen standards: The proposed point of diversion will meet all state and federal fish screen standards.

12. Telephone Number where you can be reached during the day: 503-437-4833



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SALMON, OREGON

SUPPLEMENTAL - CONTRACT DATA SHEET



U.S. Bureau of Reclamation
Attn: PN-3324
1150 North Curtis Road
Boise ID 83706-1234
(208) 378-5344

5) Please provide the following information:

(a) A description of the area served by the organization (location, total acreage, # of water users, prominent crops, etc.)
The applicant proposes to divert water for irrigation use for grass seed, row crops and other crops suitable for the soil.

(b) Copy of organization by-laws, articles of incorporation (if applicable), board resolution authorizing the applicant to represent and bind the organization under contract with the United States. NA.

8. Location of land to be irrigated in each 40-acre tract:

Township	RANGE	SECTION	40-ACRE TRACT (1/4) (1/4)	NO. of ACRES	TYPE of IRRIGATED CROP
10S	3W	20	SW SE	5.9	Grass seed, row crops, others suitable to soil type
10S	3W	20	SE SE	19.7	Grass seed, row crops, others suitable to soil type
10S	3W	21	NE SW	6.1	Grass seed, row crops, others suitable to soil type
10S	3W	21	SW SW	20.1	Grass seed, row crops, others suitable to soil type
10S	3W	21	SE SW	22.8	Grass seed, row crops, others suitable to soil type
10S	3W	21	NW SE	1.3	Grass seed, row crops, others suitable to soil type
10S	3W	21	SW SE	2.3	Grass seed, row crops, others suitable to soil type
10S	3W	28	NE NW	18.3	Grass seed, row crops, others suitable to soil type
10S	3W	28	NW NW	30.8	Grass seed, row crops, others suitable to soil type
10S	3W	29	NE NE	34.8	Grass seed, row crops, others suitable to soil type
10S	3W	29	NW NE	2.3	Grass seed, row crops, others suitable to soil type

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