

Application for a Permit to
Store Water in a Reservoir
 Alternate Review (ORS 537.409)



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

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You may use this form for any reservoir storing less than 9.2 acre-feet or with a dam less than 10 feet high.

Use a separate form for each reservoir

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

NAME WVIP Ribbon Ridge, LLC			PHONE (HM)	
PHONE (WK) (503) 662-5600		CELL		FAX
MAILING ADDRESS PO Box 430				
CITY Carlton	STATE OR	ZIP 97111	E-MAIL * accounting@sotervineyards.com	

Organization

NAME			PHONE	FAX
MAILING ADDRESS				CELL
CITY	STATE	ZIP	E-MAIL *	

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

AGENT / BUSINESS NAME Joel Sakeloff / Soter Vineyards			PHONE (503) 729-2275	FAX
MAILING ADDRESS PO Box 430				CELL (503) 729-2275
CITY Carlton	STATE OR	ZIP 97111	E-MAIL * joel@sotervineyards.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.)

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By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot legally store water until the Water Resources Department issues a permit.
- Oregon law requires that a permit be issued before beginning construction. Acceptance of this application does not guarantee a permit will be issued.
- 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.

	Joel Sakeloff / Vineyard Mgr.	09/12/2023
Applicant Signature	Print Name and Title if applicable	Date
	ANTHONY SOTER OWNER	10/2/2023
Applicant Signature	Print Name and Title if applicable	Date

SECTION 2: SOURCE OF WATER AND LOCATION OF RESERVOIR

Reservoir name: North Pond

Source*: Runoff Tributary: Unnamed stream

County: Yamhill

Quantity: 4.1 Acre-Feet [length x width x depth / 43,560]

Reservoir Location:	Township (N or S)	Range (E or W)	Section	Quarter-Quarter	Tax Lot #
	<u>25</u>	<u>3W</u>	<u>33</u>	<u>SWNW</u>	<u>1301 and 1302</u>

Maximum Height of Dam: N/A feet. If excavated write "zero feet."

* Provide the name of the water body or other source from which water will be diverted, and the name of the stream or lake it flows into. Indicate if source is run-off, seepage, an unnamed stream, or spring.

SECTION 3: WATER USE

Indicate the proposed use(s) of the stored water: Multipurpose

NOTE: You may wish to consider filing for "Multipurpose use" for your reservoir. Multipurpose use does not limit the types of future uses for the stored water. Multipurpose covers all uses, which may include stock water, fish and wildlife, domestic, irrigation, agriculture, fire protection and pollution abatement.

SECTION 4: PROPERTY OWNERSHIP

Do you own all the land where you propose to divert, transport, and use water?

- Yes (please check appropriate box below then skip to section 5)
 - There are no encumbrances.
 - This land is encumbered by easements, right of way, roads of way, roads or other encumbrances.
- No (please check the appropriate box below)
 - 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 irrigated and/or domestic use only (ORS 274.040). (Do not check this box if you described your use as "Multipurpose" in #3 above.)

List the names and mailing addresses of all affected landowners:

19486 Ribbon Ridge, LLC
3 Monroe Pleny Ste 900
Lake Oswego, OR 97035

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SECTION 5: ENVIRONMENTAL IMPACT

Channel: Is the Reservoir: in-stream or off channel?

Wetland: Is the project in a wetland? YES NO unknown

Existing: Is this an existing reservoir? YES NO

If YES, how long has it been in place? 15 years.

Fish Habitat: Is there a fish habitat upstream of the proposed structure? YES NO unknown

If YES, how much? N/A miles.

Existing: Have you been working with other agencies? YES NO

Indicate agency, staff and phone numbers of those involved. Also indicate any agencies that are cost sharing in this project.

SECTION 6: 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 7: DESCRIPTION

Provide a short description of the design and operation of the proposed diversion, including a description of how live flow will be passed outside the authorized storage season. Use this space for narrative. You may also provide narrative and sketches on separate pages.

Reservoir is fed by natural runoff. It is designed to feed into adjacent pond by existing piping when water level approaches capacity.

If the diversion involves a dam, use this space below for sketches of the diversion (e.g. cross-section of the dam with its dimensions, dimension and placement of outlet pipe, means of passing live flow outside of the authorized storage season, and means for providing fish passage).

N/A

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Watermaster Alternate Reservoir Application Review Sheet

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In lieu of the water right application process set forth in ORS 537.140 to 537.211, an owner of a reservoir may submit an alternate reservoir application for a reservoir that has a storage capacity less than 9.2 acre-feet or a dam or impoundment structure less than 10 feet in height. ORS 537.409 describes the criteria used to evaluate alternate reservoir applications.

The review shall be limited to issues pertaining to: a) water availability, b) potential detrimental impact to existing fishery resources; and c) potential injury to existing water rights. (ORS 537.409 (6))

Within 60 days after the Water Resources Department provides public notice, any person may submit detailed, legally obtained information in writing, requesting the Department to deny the application for a permit on the basis that the reservoir: (a) Would result in injury to an existing water right; or (b) Would pose a significant detrimental impact to existing fishery resources. (ORS 537.409 (5))

Applicant's Name Joel Sokoloff/Soter Vinyard 2S3WSec33 TL 1301. Review for North and South Pond		
1. Does the proposed reservoir have the potential to injure existing water rights? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Explain:		
2. Can conditions be applied to mitigate the potential injury to existing water rights? <input type="checkbox"/> YES <input type="checkbox"/> NO Explain: NA		
3. Is water available for the proposed reservoir? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
4. If yes, during what period? Beginning: Sept 1 End: July 31		
Attach a WARS printout at 50% exceedance. If WARS does not cover the proposed location, make a recommendation for a storage season based upon regulation history and your knowledge of the location. (Water Availability for Reservoir Policy found under OAR 690-410-0070(2)(c))		
5. Did you meet with staff from another agency to discuss this application? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
Who:	Agency:	Date:
Who:	Agency:	Date:

Watermaster Name: Joel Plahn

Watermaster Signature: **Joel Plahn** Joel Plahn 2023.03.28 Date: 3/28/2023
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Applicant Name: NVVIP Ribbon Ridge LLC

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ODFW Review

ODFW Alternate Reservoir Application Review Sheet

This portion to be completed by the applicant.	
Applicant Name: <u>NVVIP Ribbon Ridge LLC</u>	RECEIVED SEP 21 2023 OWRD
Address: <u>PO BOX 430, Carlton, OR, 97111</u>	RECEIVED MAY 17 2023 OWRD SALEM, OREGON
Phone/Email: <u>503-662-5600 / accounting@sotervineyards.com</u>	RECEIVED OCT 05 2023 OWRD
Reservoir Name: <u>North Pond</u>	Volume (AF): 4.1
Source: <u>Run Off</u>	<input type="checkbox"/> in-channel
Basin Name: <u>Chehalem Creek > Willamette R</u>	<input checked="" type="checkbox"/> off-channel
Twp Rng Sec QQ: <u>2S 3W 33 SWNW</u>	
Note: It is unlikely that ODFW will be able to complete this form while you wait, nevertheless we recommend making an appointment to submit the form so as to provide any necessary clarifications. See pg. 6 of Instructions for contact information.	

This portion to be completed by Oregon Department of Fish and Wildlife (ODFW) staff.

1) Is the proposed project and AO¹ off channel?..... YES* NO
(if yes then proceed to #4; if no then proceed to #2)

**Based on available information, the proposed use does not appear to involve instream structures that would create or maintain an artificial obstruction. However, if the applicant creates or maintains an artificial obstruction to fish passage for the proposed use, the applicant will need to address Oregon's fish passage laws.*

2) Is the proposed project or AO located where NMF² are or were historically present?..... YES NO
(if yes then proceed to #3; if no then proceed to #4)

3) If NMF are or were historically present:
a. Is there an ODFW-approved fish-passage plan?..... YES NO
b. Is there an ODFW-approved fish-passage waiver or exemption?..... YES NO

If fish passage is required under ORS 509.580 through .910, then either 3(a) or 3(b) must be "Yes" to move forward with the application. If responses to 3(a) and 3(b) are "No", then the proposed reservoir does not meet the requirements of Oregon Fish Passage Law and shall not be constructed as proposed.

4) Would the proposed project pose any other significant detrimental impact to an existing fishery resource locally or downstream?..... YES NO
Explain below (for example, list STE species or other existing fishery resources that would be impacted negatively.)
 Any diversion or appropriation of water for storage during the period April.1 through October.31 poses a significant detrimental impact to existing fishery resources. (For example, if diversion of water for storage during a certain time period would cause a significant detrimental impact to an existing fishery resource, then ODFW should recommend conditions or limitations.) If NMF fish are present at the project site or point

¹ AO = Artificial Obstruction means any dam, diversion, culvert or other human-made device placed in waters of this state that precludes or prevents the migration of native migratory fish. ORS 509.580 (1)

² NMF = Native Migratory Fish Species in Oregon as defined by OAR 635 - 412 - 0005 (32)

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Applicant Name: NVVIP Ribbon Ridge LLC

of water diversion then the applicant should be advised that a fish screen consistent with screening criteria will be required.

- This proposed pond or reservoir contemplates impounding water in the Columbia Basin above Bonneville Dam. ODFW has determined that additional diversions of water in this area pose a significant detrimental impact to existing fishery resources during the period April 15 through September 30.

ESA-listed fish (winter steelhead, spring Chinook salmon) and sensitive species (coastal cutthroat trout) are present in Chehalem Creek during the period of impact. Based on parameters assessed by ODFW, instream flows are currently below those essential to support the biological needs of an existing fishery resource during July 1-October 31. In addition, ODFW reviewed available information (Middle Willamette Subbasin; Willamette River Basin Temperature TMDL) regarding water quality impairment and determined that the proposed use would impair water quality that supports existing fishery resources (e.g., habitat) at or downstream of the Point of Diversion. ODFW has identified a water quality impairment for dissolved oxygen on Chehalem Creek with a critical period of July 1-September 30. Also, the proposed pond would be located in the Willamette River basin and subject to the Willamette River Temperature TMDL which identifies the critical period for water temperatures as April 1-October 31. Therefore, ODFW recommends that because the proposed use, including any releases from the reservoir to waters of the state (see "Water Quality" condition below), would impair water quality that supports existing fishery resources (e.g., habitat) at or downstream of the Point of Diversion that the water use be restricted to the period of Novemebr.1st – March.31st.

Low dissolved oxygen and high stream temperatures can be directly lethal to aquatic life but may also have sublethal effects on growth and development during different life stages, as well as the swimming, feeding and reproductive ability of juveniles and adults. Because of these reasons, the proposed use will diminish water quality, physical habitat, and/or alter the flow regime to which fish are naturally adapted. These changes will negatively affect their distribution, productivity, and abundance. Therefore, a further reduction in flow or alteration of habitat from the proposed use would result in a significant detrimental impact to an existing fishery resource without appropriate conditions and/or mitigation.

Impairment to Fishery Resource	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Water Quantity												
Water Quality												

If YES, can conditions be applied to mitigate the significant detrimental impact to an existing fishery resource?
 NO (explain) YES (select from Menu of Conditions on next page)

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- See applicable conditions selected from "Menu of Conditions" on next page

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ODFW recommends the storage season be restricted to coincide with this period (November.1-March.31) or the proposed use be mitigated prior to issuance of a Proposed Final Order for any use outside of this period. Without appropriate mitigation and/or conditions, a further reduction in flow or alteration of habitat (including impairment of water quality) from the proposed water use during April 1st – October. 31st will result in a significant detrimental impact to an existing fishery resource. Mitigation is often complicated, time consuming, and expensive, and may include, but is not limited to, actions such as replacing the proposed amount of water through purchasing or transferring an existing water right. If the applicant chooses to pursue mitigation after application submittal to WRD, ODFW will provide appropriate conditions and a Mitigation Obligation consistent with the goals and standards of OAR 635-415-0025 (ODFW Habitat Mitigation Recommendations) to compensate for any potential impact from the proposed use. Upon request, the WRD caseworker can schedule a consultation with ODFW for more information.

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Applicant Name: NVVIP Ribbon Ridge LLC

ODFW Review

Janna L
Stevens

Digitally signed by
Janna L Stevens
Date: 2023.05.01
11:50:22 -07'00'

ODFW Signature: _____

Print Name: Janna Stevens

ODFW Title: Water Planning Coordinator

Date: 5/1/2023

NOTE: This completed form must be returned to the applicant.

Revised 10/4/12; reformatted 5/12/20

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ODFW Review

MENU OF CONDITIONS FOR WRD, ODFW, DEQ AND ODA

Revised May 12, 2020, March 25, 2021

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Use this menu to identify appropriate conditions to be included in the permit:

Agricultural Water Quality Management Area Rules: The permittee shall comply with basin-specific Agricultural Water Quality Management Area Rules described in Oregon Administrative Rule Chapter 603-095. The permittee shall protect riparian areas, including through irrigation practices and the management of any livestock, allowing site capable vegetation to establish and grow along streams, while providing the following functions: shade (on perennial and some intermittent streams), bank stability, and infiltration or filtration of overland runoff.

b52 Water may be diverted only when Department of Environmental Quality sediment standards are being met.

b5 The water user shall install and maintain adequate treatment facilities meeting current DEQ requirements to remove sediment before returning the water to the stream.

b51a The period of use has been limited to November.1 through March.31.

b57 Before water use may begin under this permit, a totalizing flow meter must be installed at each diversion point.

b58 Before water use may begin under this permit, a staff gage that measures the entire range and stage between full reservoir level and dead-pool storage must be installed in the reservoir. The staff gage shall be United States Geological Survey style porcelain enamel iron staff gage style A, C, E or I.

blv: Water must be diverted to a trough or tank through an enclosed water delivery system. The delivery system must be equipped with an automatic shutoff or limiting flow control mechanism or include a means for returning water to the stream source through an enclosed delivery system. The use of water shall not exceed 0.10 cubic feet per second per 1000 head of livestock.

Bypass Flows: Per 690-410-0070 (2)(c), the following flows shall be bypassed or passed through the reservoir during the filling season:
1) When the biologically necessary flows identified below are not available immediately upstream of the impacted area, the permittee shall pass all live flow downstream at a rate equal to the inflow, minus the amount of mitigation water provided upstream, if applicable, and
2) When the biologically necessary flows identified below are available immediately upstream of the impacted area, the permittee shall pass flow downstream at a rate equal to or greater than the biologically necessary flows.
Once the reservoir has reached the permitted volume, all live flow shall be passed downstream at a rate equal to the inflow.

The permittee shall quantify and document inflow and outflow and maintain the bypass flows for the life of the permit and subsequent certificate per the approved Bypass Plan. The bypass flow data shall be available upon request by the Oregon Water Resources Department, Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, or Oregon Department of Agriculture.

Construction Activities: For construction activities (clearing, grading, excavation, staging, and stockpiling) that will disturb one or more acres and may discharge to state waters, the permittee is required to obtain from DEQ a 1200-C NPDES Stormwater Construction Permit prior to project construction.

fence: The stream and its adjacent riparian area shall be fenced to exclude livestock.

fishapprove: The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.

fishdiv33: If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.

The use may be restricted if the quality of the source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.

The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional, and approved in writing by ODFW prior to diversion of any water. The permittee may submit evidence in writing that ODFW has determined screens and/or by-pass devices are not necessary.

fishmay: Notwithstanding that ODFW has made a determination that fish screens and/or by-pass devices are not necessary at the time of permit issuance, the permittee may be required in the future to install, maintain, and operate fish screening and by-pass devices to prevent fish from entering the proposed diversion and to provide adequate upstream and downstream passage for fish.

- fishpass:** As required by ORS 509.585, a person owning or operating an artificial obstruction (AO) may not construct or maintain any AO across any waters of this state that are inhabited, or historically inhabited, by native migratory fish (NMF) without providing passage for NMF. A person owning or operating an AO shall, prior to construction, fundamental change in permit status or abandonment of the AO in any waters of this state, obtain a determination from ODFW as to whether NMF are or historically have been present in the waters. If ODFW determines that NMF are or historically have been present in the waters, the person owning or operating the AO shall either submit a proposal for fish passage to ODFW or apply for a waiver or exemption. Approval of the proposed fish-passage facility, waiver, or exemption must be obtained from the department prior to construction, permit modification or abandonment of the AO. Approved fish-passage plans, waivers, and exemptions shall maintain adequate passage of NMF at all times (ORS 509.601) as per the approved plan, waiver or exemption.
- fishself:** The permittee shall install, maintain, and operate fish screening and by-pass devices consistent with current Oregon Department of Fish and Wildlife (ODFW) standards. Fish screening is to prevent fish from entering the proposed diversion while by-pass devices provide adequate upstream and downstream passage for fish. The required screen and by-pass devices are to be in place and functional prior to diversion of any water. Permittee shall obtain written approval from ODFW that the installation of the required screen and by-pass devices meets the state's criteria or the permittee shall submit documentation that ODFW has determined screens and/or by-pass devices are not necessary.
- Fish Stocking:** Per ORS 498.222 and OAR 635-007-0600, all persons transporting fish in Oregon need to have a fish transport permit issued by the Oregon Department of Fish and Wildlife (ODFW). The permittee shall not stock fish in the reservoir without a fish transport permit approved by ODFW. As part of the permitting process, the permittee must also screen the inlet and outlet of their pond to insure that fish cannot escape into public waters and/or to keep wild fish from entering the pond.
- futile call:** The use of water allowed herein may be made only at times when waters from the (NAME OF SURFACE WATER) would not otherwise flow into a tributary of the type here River or sufficient water is available to satisfy all prior rights, including rights for maintaining instream flows.
- In-Water or Riparian Construction:** For in-water or riparian construction, permittee may be required to obtain additional permits from the Oregon Department of State Lands, the U.S. Army Corps of Engineers, and the DEQ Section 401 certification program prior to construction. The applicant must contact these agencies to confirm requirements.
- In-Water Work:** Any in-water work related to construction, development, or maintenance of the proposed use shall be conducted during the preferred work period of type here unless an alternate time period is approved by the Oregon Department of Fish and Wildlife.
- Live Flow:** Once the allocated volume has been stored, permittee shall pass all live flow downstream at a rate equal to inflow, using methods that protect instream water quality.
- Off-Channel Stored Water Releases:** The permittee shall not release polluted water from this off-channel reservoir into waters of the state except when the release is directed by the State Engineer to prevent dam failure.
- On-Channel Reservoir:** The permittee shall design and operate the water storage facility such that all waters within and below the reservoir meet water quality criteria. The permittee shall develop a reservoir operations plan that details how water quality criteria and standards will be met. A Certified Water Rights Examiner shall verify that the reservoir operations are consistent with the plan before a certificate is issued. The reservoir operator shall maintain a copy of the plan and make it available for review upon request.
- riparian:** If the riparian area is disturbed in the process of developing a point of diversion, the permittee shall be responsible for restoration and enhancement of such riparian area in accordance with ODFW's Fish and Wildlife Habitat Mitigation Policy OAR 635-415. For purposes of mitigation, the ODFW Fish and Wildlife Habitat Mitigation Goals and Standards, OAR 635-415, shall be followed.
- Water Quality:** All water use under this permit shall comply with state and federal water quality laws. The permittee shall not violate any state and federal water quality standards, shall not cause pollution of any waters of the state, and shall not place or cause to be placed any wastes in a location where such wastes are likely to escape or be carried into the waters of the state by any means. The use may be restricted if the quality of source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards.
- wetland:** The permittee must submit an offsite determination request to the Oregon Department of State Lands (DSL) to determine the need for a wetland delineation prior to disturbance or development of the point of diversion and/or diversion of water.
- wq:** The use may be restricted if the quality of the source stream or downstream waters decrease to the point that those waters no longer meet existing state or federal water quality standards due to reduced flows.

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Land Use Information Form

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Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266503-986-0900
www.oregon.gov/OWRD

NAME NVRIP Ribbon Ridge, LLC		PHONE (HM)	
PHONE (WK) (503) 662-5600	CELL	FAX	
MAILING ADDRESS Po Box 430			
CITY Carlton	STATE OR	ZIP 97111	E-MAIL* accounting@satervineyards.com

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
25	3W					<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	Multinuse
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

Yamhill

B. Description of Proposed Use

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

- Permit to Use or Store Water
 Water Right Transfer
 Permit Amendment or 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: 2 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 Fire Suppression

Briefly describe:

Multinuse For irrigation, fire, livestock



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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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.

TL 2332 - 1301
2333 - 1302

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): 402 of the Yambill Co. Zoning ord.
- 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
		<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.

Name: Kenneth P. Frisley Title: P.D.
 Signature: [Signature] Phone: 434-7516 Date: 3/30/2023
 Government Entity: Yambill Co.

Note to local government representative: Please complete this form or sign the receipt below and return it to the applicant. If you sign the receipt, you will have 30 days from the Water Resources Department's notice date to return the completed Land Use Information Form or WRD may presume the land use associated with the proposed use of water is compatible with local comprehensive plans.

Receipt for Request for Land Use Information

Applicant name: _____
 City or County: _____ Staff contact: _____
 Signature: _____ Phone: _____ Date: _____

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VINEYARD LEASE AGREEMENT

BY:

19486 RIBBON RIDGE LLC ("Landlord")
3 Monroe Pkwy, Suite 300
Lake Oswego, OR 97035

AND:

NORTH VALLEY VINEYARDS ("Tenant")
INVESTMENT PROPERTIES RIBBON
RIDGE, LLC

EFFECTIVE DATE: June 27, 2020 ("Effective Date")

BACKGROUND

- A. Tenant is in the business of farming wine grapes, and processing, distributing and marketing wine. And is a Co Tenant with Landlord of a 50.6 acre Parcel formerly known as Omero Vineyard
- B. Landlord owns approximately 25 acres of land, at 19480 Ribbon Ridge Road Oregon, as more particularly described on Exhibit A attached (the "Landlord's Property"), of which approximately 13 acres is planted as a vineyard, as identified on Exhibit B attached (the "Vineyard").
- C. Tenant desires to lease the Vineyard from Landlord, and Landlord desires to lease the Vineyard to Tenant, upon the terms and conditions set forth in this Vineyard Lease Agreement (this "Lease").

AGREEMENT


- 1. Lease of Vineyard. As of the Effective Date, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, all of the Vineyard. Landlord also leases to Tenant all appurtenances, related rights, water and water rights (and rights to apply water to a beneficial use on the Vineyard), and access and egress to and from the Vineyard over the routes and easements historically and customarily used or hereafter constructed or useful for such purpose.
- 2. Term of Lease. This Lease will begin on the closing date of Landlord's acquisition of Landlord's Property, and will have an initial term of fifteen (15) years (the "Initial Term"), unless earlier terminated in accordance with this Lease. This Lease will automatically renew for additional one (1) year periods (each, a "Renewal Term", after each harvest and collectively with the Initial Term, the "Term") unless either party provides written notice of non-renewal by not later February 15, following each harvest.. The terms and conditions of this Lease will continue throughout each Renewal Term.

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IT IS SO AGREED:

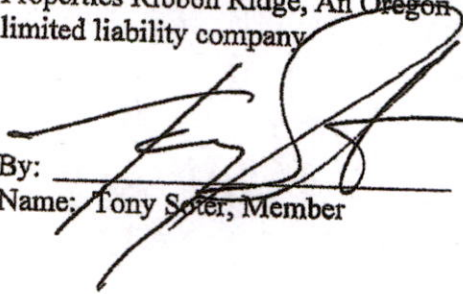
LANDLORD:

19486 Ribbon Ridge LLC,
An Oregon limited liability company

By: 
Name: Ashley Hayden, Manager

TENANT:

North Valley Vineyards Investment, LLC,
Properties Ribbon Ridge, An Oregon
limited liability company

By: 
Name: Tony Soter, Member

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American Land Title Association

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ALTA Settlement Statement – Buyer

Adopted 05-01-2015

File No.: 3642941A

Printed: 01/14/2021, 2:37 PM

Officer/Escrow Officer: Michelle

Gregor/DMB

Settlement Location:

775 NE Evans Street, McMinnville, OR 97128

First American Title Insurance Company

775 NE Evans Street • McMinnville, OR 97128

Phone: (503)472-4627 Fax: (866)800-7294

Estimated Settlement Statement



First American

Property Address: 19486 NE Ribbon Ridge Rd, Newberg, OR 97132

Buyer: 19486 Ribbon Ridge, LLC

Seller: North Valley Vineyards Investment Properties Ribbon LLC

Lender:

Settlement Date:

Disbursement Date:

Description	Buyer	
	Debit	Credit
Financial		
Deposit: Receipt No. 103125024 on 01/14/2021 by Ashley Hayden Exempt Trust FBO 19486 Ribbon Ridge, LLC		302,834.00
Title Charges & Escrow / Settlement Charges		
Policy: ALTA Owners - 2006 STD \$1,000,000.00 (Short Term Rate) to First American Title Insurance Company	1,575.00	
E-recording Fee to First American Title Insurance Company	7.50	
Government Service Fee-OR to First American Title Insurance Company	0.00	
Escrow/Closing Fee to First American Title Insurance Company	325.00	
Tracking/Maintenance Fee (one-half fee) to First American Title Insurance Company	100.00	
Government Recording and Transfer Charges		
Record Warranty Deed-First to First American Title Insurance Company	91.00	
Record Declaration of Term of TIC Agreement (1/2 fee)	48.00	
Payoff(s) and Payment(s)		
Moore Family Enterprises, LLC		
Balloon Payment to Moore Family Enterprises, LLC	300,000.00	
Miscellaneous		
Mobile Home Transfer Processing Fee to Yamhill County Assessor	55.00	
Subtotals	302,201.50	302,834.00
Due To Buyer	632.50	
Totals	302,834.00	302,834.00

Our wire instructions do not change. Our banking institution is First American Trust. If you receive an email or other communication that appears to be from us or another party involved in your transaction instructing you to wire funds to a bank other than First American Trust, you should consider it suspect and you must call our office at an independently verified phone number. Do not inquire with the sender.

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Acknowledgement

We/I have carefully reviewed the Estimated ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements to be made on my account or by me in this transaction and further certify that I have received a copy of the Estimated ALTA Settlement Statement. This Estimated Settlement Statement is subject to changes, corrections or additions at the time of final computation of Escrow Settlement Statement. We/I authorize First American Title Insurance Company to cause the funds to be disbursed in accordance with the Final ALTA Settlement Statement to be provided to me/us at closing.

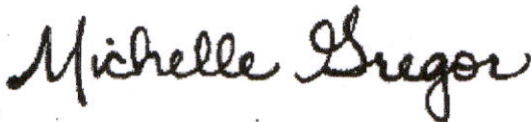
Buyer(s):

19486 Ribbon Ridge, LLC

By:  _____

Name: Ashley Hayden

Title: Authorized Member



Escrow Officer: Michelle Gregor

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To: **First American Title Insurance Company**
Escrow Officer: **Michelle Gregor**

Date: **January 07, 2021**
File No.: **1031-3642941 (MWG)**
Estimated Closing Date: **January 15, 2021**

Re: **19486 NE Ribbon Ridge Road, Newberg, OR 97132**

DEMAND FOR FULL PAYMENT- PLEASE COMPLETE IN FULL

I hand you herewith:

- Original Note for \$1,300,000.00
- Deed of Trust
- Request for Reconveyance, signed.
- Original Fulfillment Deed
-

READ & APPROVED
[Signature]

You are instructed to use the above described documents when you hold for the account of the undersigned:
\$300,000.00 payable from the Grantor as shown on Trust Deed recorded July 15, 2020 as Instrument No. 202011942.

Additional Instructions: _____

Disbursement to be made by your check and mailed to the address below, unless I have otherwise instructed you in writing.

1/14/2021

Date: _____

DocuSigned by:
David Moore

Moore Family Enterprises, LLC by David Moore

Address: 12914 SW 62nd Ave Portland, OR 97219

Telephone No. 503-707-9028

**IF YOU DO NOT HAVE THE ORIGINAL NOTE AND DEED OF TRUST,
CONTACT MICHELLE GREGOR, AT (503)472-4627 IMMEDIATELY
FOR FURTHER INSTRUCTIONS.**

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REQUEST FOR FULL RECONVEYANCE

File No: **1031-3642941 (MWG)**

Date: **January 07, 2021**

To: Current or Successor Trustee

The undersigned is the legal owner and holder of all indebtedness and other obligations secured by that certain trust deed in which **North Valley Vineyards Investment Properties Ribbon, LLC, AND 19486 Ribbon Ridge, LLC** is the grantor and you are the trustee, or successor trustee, recorded as Instrument no. **202011942**, records of Yamhill County, **Oregon**.

YOU ARE HEREBY DIRECTED, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to reconvey, without warranty, to the party or parties entitled thereto by the terms of said trust deed, the estate now held by you under the same.

All sums due and other obligations secured by said trust deed have been fully paid and satisfied, and you are directed to cancel all evidence of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed).

NOW, therefore, in consideration of your issuance of said Deed of Reconveyance, we agree to indemnify and hold the Trustee harmless from all liabilities which you may incur in issuance of said Deed of Reconveyance.

Mail reconveyance and documents to:

First American Title Insurance Company
775 NE Evans Street
McMinnville, OR 97128

Dated this 14th day of January, 2021.

DocuSigned by:
David Moore

Moore Family Enterprises, LLC, by David Moore,

as Beneficiary

12914 SW 62nd Ave

Address

Portland OR 97219

City State Zip

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payoff



After recording return to:
Walter R. Gowell
PO Box 480
McMinnville, Oregon 97128

File No.: 1031-3486325
Date: July 15, 2020

Map/Tax Lot # **R2333 01300**

THIS SPACE RESERVED FOR RECORDER'S USE

Yamhill County Official Records **202011942**
DMR-DTDMR
Stn=1030 WANNERK **07/15/2020 03:18:00 PM**
6Pgs \$30.00 \$11.00 \$5.00 \$60.00 **\$106.00**

I, Brian Van Bergen, County Clerk for Yamhill County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Brian Van Bergen - County Clerk

TRUST DEED

(Assignment Restricted)

THIS DEED OF TRUST, made this 15 day of July, 2020, between **NORTH VALLEY VINEYARDS INVESTMENT PROPERTIES RIBBON RIDGE, LLC**, and **19486 RIBBON RIDGE, LLC**, an Oregon limited liability company, as Tenants In Common, as GRANTOR, and **First American Title**, as TRUSTEE, and **MOORE FAMILY ENTERPRISES, LLC**, as BENEFICIARY.

WITNESSETH: Grantor irrevocably conveys to Trustee in trust, with power of sale, certain real property in **Yamhill County, Oregon**, described as:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Together with all tenements, hereditaments and appurtenances, including easements, and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues, and profits thereof, together with all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of **ONE MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$1,300,000.00), in lawful money of the United States of America which is from time to time legal tender for public and private debts, with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable on January 15, 2026.

Note: The Trust Deed Act provides that the Trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of the state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 896.505 to 896.585.

*WARNING: 12 USC 1701/-S regulates and may prohibit exercise of this option.

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FIRST AMERICAN TITLE



First American

First American Title Insurance Company

775 NE Evans Street
McMinnville, OR 97128
Phn - (503)376-7363
Fax - (866)800-7294

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Order No.: 1031-3642941
January 14, 2021

READ & APPROVED

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FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:

MICHELLE GREGOR, Escrow Officer/Closer
Phone: (503)472-4627 - Fax: (866)800-7294 - Email:MGregor@firstam.com
First American Title Insurance Company
775 NE Evans Street, McMinnville, OR 97128

FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:

Clayton Carter, Title Officer
Phone: (503)376-7363 - Fax: (866)800-7294 - Email: ctcarter@firstam.com

Supplemental Preliminary Title Report

County Tax Roll Situs Address: 19486 NE Ribbon Ridge Road, Newberg, OR 97132

2006 ALTA Owners Standard Coverage	Liability \$ 1,000,000.00	Premium \$	1575.00 Short Term
2006 ALTA Owners Extended Coverage	Liability \$	Premium \$	
2006 ALTA Lenders Standard Coverage	Liability \$ 1,000,000.00	Premium \$	100.00
2006 ALTA Lenders Extended Coverage	Liability \$	Premium \$	
Endorsement 9.10, 22 & 8.1		Premium \$	100.00
Govt Service Charge		Cost \$	
Other		Cost \$	

Proposed Insured Lender: Moore Family Enterprises, LLC

Proposed Borrower: North Valley Vineyards Investment Properties Ribbon Ridge, LLC

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of December 18, 2020 at 8:00 a.m., title to the fee simple estate is vested in:

North Valley Vineyards Investment Properties Ribbon Ridge, LLC, an Oregon limited liability company, as to an undivided 50% interest

and

19486 Ribbon Ridge, LLC, an Oregon limited liability company, as to an undivided 50% interest, as tenants in common

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

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Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.

In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:

- A. Survey or alternative acceptable to the company
- B. Affidavit regarding possession
- C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
 - i. Satisfactory evidence that no construction liens will be filed; or
 - ii. Adequate security to protect against actual or potential construction liens;
 - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon

6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.

X Taxes for the year 2020-2021
 Tax Amount \$ 3,339.54
 Unpaid Balance: \$ 3,339.54, plus interest and penalties, if any
 Code No.: 29.2
 Map & Tax Lot No.: R2333 01300
 Property ID No.: 5381

paid 1/13/21

8. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.

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- 9. The county tax roll discloses a mobile home on the herein described premises which is not included in title insurance coverage. Subject to requirements and provisions of O.R.S. 311.280 pertaining to mobile home taxes becoming liens on real property.
- 10. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
- 11. Easement, including terms and provisions contained therein:
 Recording Information: May 06, 1975, Film Volume 105, Page 1270, Deed and Mortgage Records
 In Favor of: Portland General Electric Company, an Oregon Corporation
- ~~12.~~ Deed of Trust and the terms and conditions thereof.
 Grantor/Trustor: North Valley Vineyards Investment Properties Ribbon Ridge, LLC and 19486 Ribbon Ridge, LLC, an Oregon limited liability company, as tenants in common
 Grantee/Beneficiary: Moore Family Enterprises, LLC
 Trustee: First American Title
 Amount: \$1,300,000.00
 Recorded: July 15, 2020
 Recording Information: Instrument No. 202011942, Deed and Mortgage Records
- ~~13.~~ Memorandum of Tenancy in Common Agreement with Rights of First Refusal and Vineyard Lease, including terms and provisions thereof.
 Recorded: July 15, 2020, Reference No. 2020-11943
- ~~14.~~ Any conveyance or encumbrance by North Valley Vineyards Investment Properties Ribbon Ridge, LLC and 19486 Ribbon Ridge, LLC should be executed pursuant to their Operating Agreement, a copy of which should be submitted to this office for inspection.
- ~~15.~~ Unrecorded leases or periodic tenancies, if any.
- ~~16.~~ The legal description contained in this preliminary title report covers more property than is intended for the transaction. We will require a surveyor's legal description covering the specific property. A sale or conveyance of said parcel may be in violation of the partition statutes as set out under O.R.S. 92.010.92.190.

- END OF EXCEPTIONS -

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: Statutory Warranty Deed recorded July 15, 2020, Instrument No. 202011941, Moore Family Enterprises, LLC to North Valley Vineyards Investment Properties Ribbon Ridge, LLC and 19486 Ribbon Ridge, LLC.

NOTE: We find no judgments against the vestee herein, unless shown as a numbered exception above.

NOTE: Taxes for the year 2020-2021 PAID IN FULL

Tax Amount:	\$313.23
Map No.:	M00267390
Property ID:	495412
Tax Code No.:	29.2

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NOTE: Taxes for the year 2020-2021 PAID IN FULL

Tax Amount:	\$14.65
Map No.:	M00175387
Property ID:	272136
Tax Code No.:	29.2

NOTE: This Preliminary Title Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Crops on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

Situs Address as disclosed on Yamhill County Tax Roll:

19486 NE Ribbon Ridge Road, Newberg, OR 97132

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!
WE KNOW YOU HAVE A CHOICE!**

RECORDING INFORMATION	
Filing Address:	Yamhill County 777 Commercial Street SE, Suite 100 Salem, OR 97301
Recording Fees:	\$ 81.00 for the first page \$ 5.00 for each additional page

cc: North Valley Vineyards Investment Properties Ribbon, LLC
cc: Moore Family Enterprises, LLC
12914 SW 62nd Ave, Portland, OR 97219

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First American Title Insurance Company

SCHEDULE OF EXCLUSIONS FROM COVERAGE

ALTA LOAN POLICY (06/17/06)

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

ALTA OWNER'S POLICY (06/17/06)

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

SCHEDULE OF STANDARD EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

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Privacy Notice

Effective: January 1, 2020

Notice Last Updated: January 1, 2020

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



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For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

Categories of Personal Information Collected	The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.
Categories of Sources	Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties
Business Purpose for Collection	The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity



Categories of Third Parties Shared	The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties
---	---

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

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Exhibit "A"

Real property in the County of Yamhill, State of Oregon, described as follows:

BEGINNING at an iron rod set on the Section line between Sections 32 and 33, Township 2 South, Range 3 West, 20.740 chains South from the corner of Sections 28, 29, 32 and 33 in Township 2 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, said iron rod being set on the South margin of a private roadway; thence North 89°44' East along the South margin of said roadway 23.617 chains to an iron rod from which a 3 inch fir tree bears North 53°10' East .395 chains and an 8 inch fir tree bears North 62°30' West .580 chains; thence South 0°26' West parallel with and four chains West of the West line of the John Brisbine Donation Land Claim, Notification No. 5855, Claim No. 53, as now fenced 20.064 chains to an iron pipe set on the subdivision line from which pipe a 10 inch fir bears North 34°50' East .236 chains, a 6 inch fir tree bears North 39°35' West .300 chains; thence North 89°52' West along subdivision line 23.470 chains to an iron pipe at the Quarter post between Sections 32 and 33, Township 2 South, Range 3 West from which pipe a 3 inch walnut tree bears North 10°30' West .675 chains, a 3 inch walnut tree bears North 43° 14' East .923 chains; thence West .77 chains to an iron rod set in the center of a county road from which iron rod a 2 inch walnut bears South 12°00' West .718 chains and a 2 inch filbert bears South 62°55' West .464 chains; thence along the center of the county road North 30°48' West 2.673 chains to an iron pipe; thence continuing along the center of County road North 22°46' West 3.996 chains to an iron rod; thence continuing along the center of road North 13°23' West 3.139 chains to an iron rod; thence North 1°33' East continuing along the center of road 10.867 chains to a strap iron driven in the center of the County road, from which iron a 2 inch walnut bears South 40°50' East 1.439 chains; thence North 89°44' East along the South margin of a private roadway 4.113 chains to the place of beginning.

SAVE AND EXCEPTING THEREFROM that tract conveyed to Yamhill County by deed recorded January 30, 1936 in Book 111, Page 53, Deed Records of Yamhill County, Oregon.

NOTE: This Legal Description was created prior to January 01, 2008.

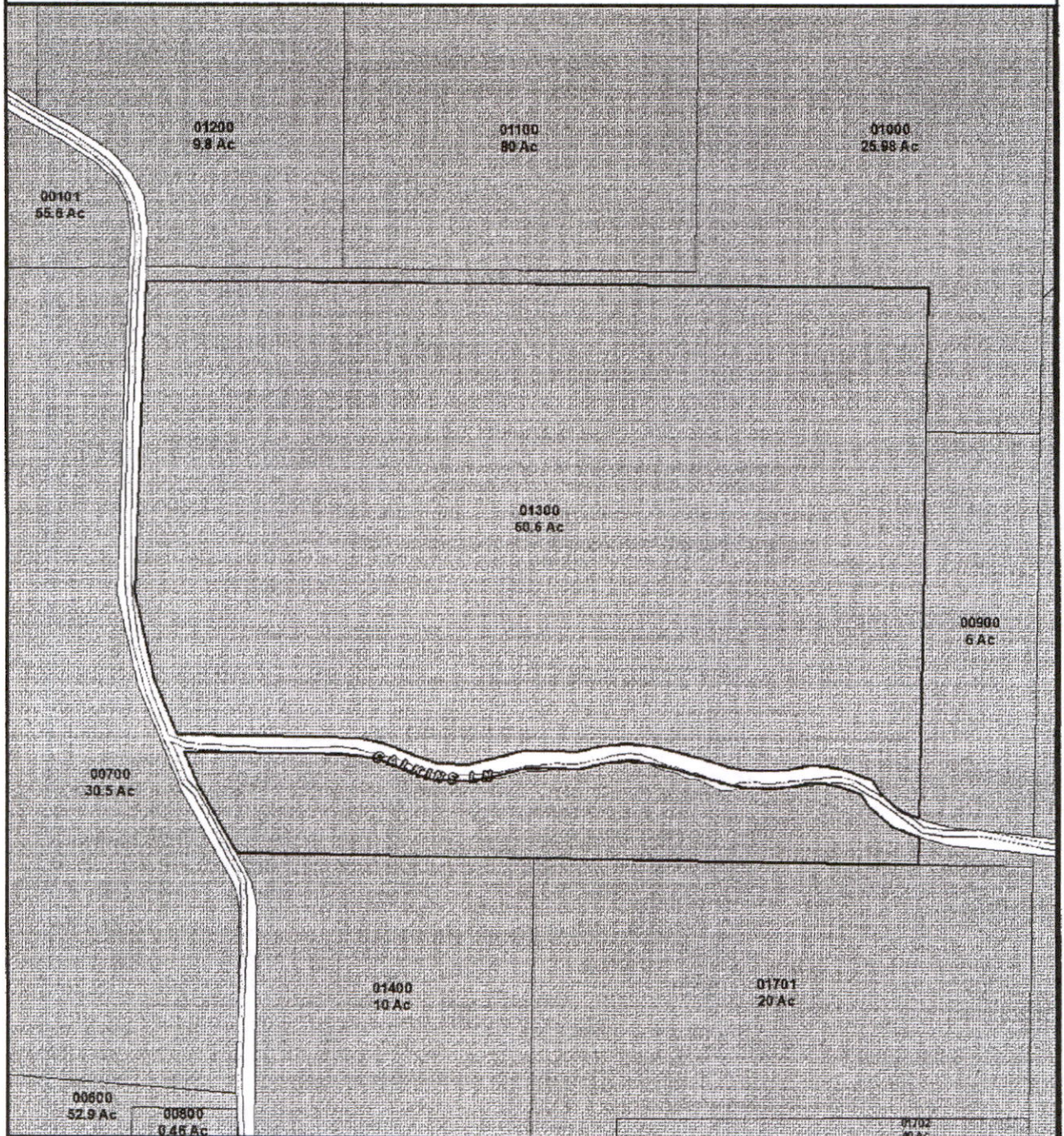
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First American Title

R2333 01300
19486 NE Ribbon Ridge Rd
Newberg, OR 97132



Taxlot

12/22/2020



Subject



Taxlot

First American Title Insurance Company makes no express or implied warranty respecting the information presented and assumes no responsibility for errors or omissions. FIRST AMERICAN, the Eagle logo, and FIRST AMERICAN TITLE INSURANCE COMPANY are trademarks owned by First American Financial Corporation. Information is provided by Home Junction. <https://www.homejunction.com/> School information is copyrighted and provided by GreatSchools.org. <http://www.greatschools.org>

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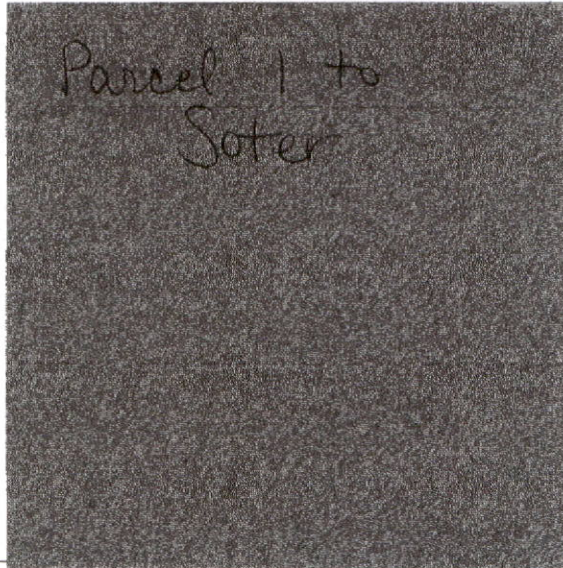


After recording return to:
North Valley Vineyards Investment
Properties Ribbon Ridge, LLC
19486 NE Ribbon Ridge Road
Newberg, OR 97132

Until a change is requested all tax
statements shall be sent to the
following address:
North Valley Vineyards Investment
Properties Ribbon Ridge, LLC
19486 NE Ribbon Ridge Road
Newberg, OR 97132

File No.: 1031-3642941 (MWG)
Date: January 11, 2021

THIS SPACE RESERVED FOR RECORDER'S USE



STATUTORY SPECIAL WARRANTY DEED

North Valley Vineyards Investment Properties Ribbon Ridge, LLC, an Oregon limited liability company, as to an undivided 50% interest
and

19486 Ribbon Ridge, LLC, an Oregon limited liability company, as to an undivided 50% interest, as tenants in common, Grantor, conveys and specially warrants to **North Valley Vineyards Investment Properties Ribbon Ridge, LLC, an Oregon limited liability company,** Grantee, the following described real property free of liens and encumbrances created or suffered by the Grantor, except as specifically set forth herein:

Subject to:

See attached Exhibit B

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

The true consideration for this conveyance is: **Other than dollars.** (Here comply with requirements of ORS 93.030)

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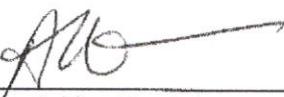
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2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

Dated this 15 day of January, 2021.

North Valley Vineyards Investment Properties
Ribbon Ridge, LLC, an Oregon limited liability
company

By: 
Name: Tony Soter
Title: Authorized Member

19486 Ribbon Ridge, LLC, an Oregon limited
liability company

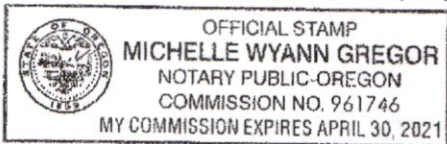
By: 
Name: Ashley Hayden
Title: Manager

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STATE OF Oregon)
County of Yamhill)ss.
)

This instrument was acknowledged before me on this 15 day of January, 2021
by Tony Soter, Authorized Member of North Valley Vineyards Investment Properties Ribbon Ridge, LLC on
behalf of the limited liability company.

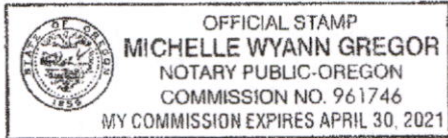


Michelle W Gregor

Notary Public for Oregon
My commission expires: 4/30/21

STATE OF Oregon)
County of Yamhill)ss.
)

This instrument was acknowledged before me on this 15 day of January, 2021
by Ashley Hayden as Manager of 19486 Ribbon Ridge, LLC, on behalf of the limited liability company.



Michelle W Gregor

Notary Public for Oregon
My commission expires: 4/30/21

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APN: 5381

Statutory Special Warranty Deed
- continued

File No.: 1031-3642941 (MWG)
Date: 01/11/2021

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Yamhill, State of Oregon, described as follows:

PARCEL 1

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EXHIBIT B

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
3. The county tax roll discloses a mobile home on the herein described premises which is not included in title insurance coverage. Subject to requirements and provisions of O.R.S. 311.280 pertaining to mobile home taxes becoming liens on real property.
4. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
5. Easement, including terms and provisions contained therein:
 Recording Information: May 06, 1975, Film Volume 105, Page 1270, Deed and Mortgage Records
 In Favor of: Portland General Electric Company, an Oregon Corporation
6. Any easements, access or utilities, as disclosed on Partition Plat 2021-_____.

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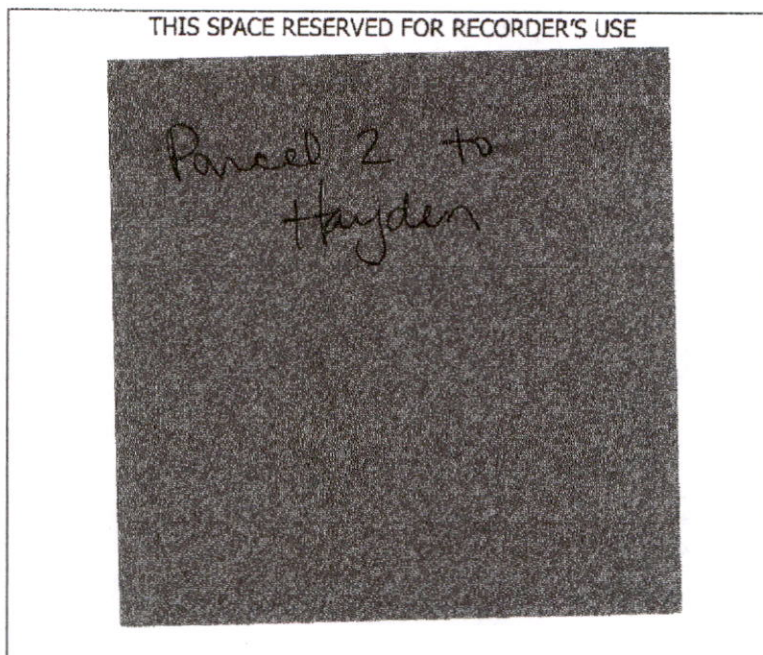
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After recording return to:
19486 Ribbon Ridge, LLC
3 Monroe Parkway, Suite 900
Lake Oswego, OR 97035

Until a change is requested all tax statements shall be sent to the following address:
19486 Ribbon Ridge, LLC
3 Monroe Parkway, Suite 900
Lake Oswego, OR 97035

File No.: 1031-3642941 (MWG)
Date: January 11, 2021



STATUTORY SPECIAL WARRANTY DEED

North Valley Vineyards Investment Properties Ribbon Ridge, LLC, an Oregon limited liability company, as to an undivided 50% interest and 19486 Ribbon Ridge, LLC, an Oregon limited liability company, as to an undivided 50% interest, as tenants in common, Grantor, conveys and specially warrants to 19486 Ribbon Ridge, LLC, an Oregon limited liability company, Grantee, the following described real property free of liens and encumbrances created or suffered by the Grantor, except as specifically set forth herein:

Subject to:

See attached Exhibit B

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

The true consideration for this conveyance is: **Other than dollars.** (Here comply with requirements of ORS 93.030)


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

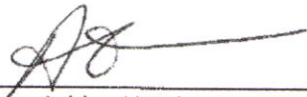
Dated this 15 day of January, 2024.

North Valley Vineyards Investment Properties
Ribbon Ridge, LLC, an Oregon limited liability
company

By: 
Name: Tony Soter
Title: Authorized Member

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19486 Ribbon Ridge, LLC, an Oregon limited
liability company

By: 
Name: Ashley Hayden
Title: Manager

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STATE OF Oregon)
County of Yamhill)ss.
)

This instrument was acknowledged before me on this 15 day of January, 2021
by Tony Soter, Authorized Member of North Valley Vineyards Investment Properties-Ribbon Ridge, LLC on
behalf of the limited liability company.

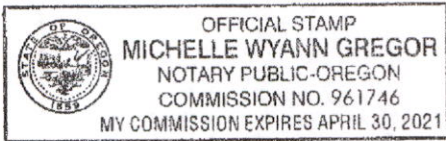


Michelle W Gregor

Notary Public for Oregon
My commission expires: 4/30/21

STATE OF Oregon)
County of Yamhill)ss.
)

This instrument was acknowledged before me on this 15 day of January, 2021
by Ashley Hayden as Manager of 19486 Ribbon Ridge, LLC, on behalf of the limited liability company.



Michelle W Gregor

Notary Public for Oregon
My commission expires: 4/30/21

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SALEM, OREGON

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APN: 5381

Statutory Special Warranty Deed
- continued

File No.: 1031-3642941 (MWG)
Date: 01/11/2021

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Yamhill, State of Oregon, described as follows:

Parcel 2

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EXHIBIT B

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
3. The county tax roll discloses a mobile home on the herein described premises which is not included in title insurance coverage. Subject to requirements and provisions of O.R.S. 311.280 pertaining to mobile home taxes becoming liens on real property.
4. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
5. Easement, including terms and provisions contained therein:
 Recording Information: May 06, 1975, Film Volume 105, Page 1270, Deed and Mortgage Records
 In Favor of: Portland General Electric Company, an Oregon Corporation
6. Any easements, access or utilities, as disclosed on Partition Plat 2021-_____.

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First American

First American Title Insurance Company
775 NE Evans Street
McMinnville, OR 97128
Phn - (503)472-4627
Fax - (866)800-7294

**ESCROW AGREEMENT
(SALE)**

File No: **1031-3642941 (MWG)**
Seller: **19486 Ribbon Ridge, LLC**
Buyer: **North Valley Vineyards Investment Properties Ribbon Ridge, LLC**
Property Address: **19486 NE Ribbon Ridge Road, Newberg, OR 97132**

Date: **January 11, 2021**

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TRANSACTION INSTRUCTIONS

To: **First American Title Insurance Company**, hereinafter "Escrow Agent"

Real Property Description: As set forth in Preliminary Title Report issued by **First American Title Insurance Company**, Order/File No. **1031-3642941** dated **December 18, 2020** a copy of which has been read and approved by Seller and Buyer.

Seller deposits with Escrow Agent, pursuant to these instructions, the following:

- Fully executed Statutory Special Warranty Deed x 2
- 1099 Input Form or Seller Certification
- Affidavit of Existing Construction
- All other documents delivered by Seller in connection with the closing

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And authorizes delivery, release, and recording of documents when you hold for the account of the Seller the sum as shown on the attached Estimated Settlement Statement, and, further authorizes credits, deductions and adjustments as set forth on the attached Estimated Settlement Statement. Certain items shown on the settlement statement are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

Buyer deposits with Escrow Agent, pursuant to these instructions, the following:

- Funds to close as shown on the Estimated Settlement Statement
- Receipt and Approval of Preliminary Title Report and Statutory Special Warranty Deed x 2 - Buyers
- All other documents delivered by Buyer in connection with the closing

And authorizes delivery, release and recording of documents when you are prepared to:

1. Issue an Owner's Title Insurance Policy (ALTA 2006) in the amount of the sales price, insuring the Grantee on the deed deposited by Seller (which has been approved by Buyer), as the owner of that certain real property referenced above, subject to (a) the exclusions, conditions and stipulations as contained in the policy, and (b) exceptions 1-5, 6, 8, 9, 10, 11 shows on Preliminary Title Report.

And, further authorizes a) if Buyer is obtaining a new loan, recording and/or release of any documents required by or on behalf of Lender; and b) credits, deductions and adjustments as set forth on the attached Estimated Settlement Statement. Certain items shown on the settlement statement are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

AUTHORIZATIONS

If your closing occurs between July 1st and date the tax roll is certified by the county, please be advised of the following:

Taxes: Closing tax prorations for the current year are to be based upon **2020-2021** taxes, which is accepted by the undersigned as a final proration for the purposes of the escrow closing. The undersigned will not hold First American Title Insurance Company responsible for any re-proration caused by any increase or decrease of the tax amount due.

The Buyer understands that the 1/3 real property taxes will be due and payable by November 15th. Buyer acknowledges that they will need to contact **Yamhill** Tax Collector's office to obtain the tax payment information if the tax statement is not received by November 1st, in order to avoid any delinquent charges.

Prorate: You are to prorate taxes in accordance with the terms of the purchase and sale agreement or ORS 311.275 if the purchase and sale agreement is silent on prorations.

Fire Insurance: The parties are to secure fire insurance outside of escrow to protect their interest(s) as they may appear.

Counterpart: These instructions may be signed in counterpart. Escrow Agent may consider, upon receipt, all duly executed counterparts to be a single instruction.

Fax/Scan/PDF: Escrow Agent is authorized to complete all necessary actions set forth herein upon receipt of a signed facsimile (FAX), scan or PDF of these instructions without receipt of original signed instructions.

Electronic Transfer: Escrow Agent may, in its discretion, receive and/or disburse any funds in connection with this agreement by electronic (wire) transfer. If required by any of the parties to utilize this method of transfer, the requesting party agrees to pay any reasonable fee as assessed by Escrow Agent for this service.

Deposits: Parties understand and agree that all checks, money orders or drafts will be processed for collection in the normal course of business. Parties further understand that all funds required to close must be payable to Escrow Agent and must be **collected funds**, as required by Federal and State or Oregon statutes and regulations prior to the Escrow Agent's disbursement of any sums. Escrow Agent may commingle funds received with escrow funds of others, and may, without limitation, deposit such funds in its custodial or escrow accounts with any reputable trust company, bank, savings bank, savings association or other financial services entity. It is understood that Escrow Agent, except by virtue of separate signed instructions as required by State of Oregon regulation, shall be under no obligation to invest the funds deposited on behalf of any depositor, nor shall it be accountable for any earnings or incidental benefit attributable to the funds which may be received by Escrow Agent while it holds such funds.

The undersigned are hereby informed that Escrow Agent deposits all funds into a non-interest bearing account and receives or may receive certain credits and benefits including, without limitation, checks, deposit slips, data processing and account services from or through various financial entities as a result of the banking relationships maintained in the regular course of its escrow and title insurance business. *The undersigned hereby waive any and all rights or claims with respect to such credits and benefits received by the Escrow Agent or any affiliates thereof.* A good faith estimate of the benefits received by Escrow Agent is \$32.16 (based on 2001 results) per escrow transaction. This disclosure is made in compliance with Oregon Administrative Rule 863-50-065.

Any funds remaining on deposit after closing or refunds received by Escrow Agent will be refunded to the party whose account was charged. No further instructions will be required by any party prior to the disbursement of any such refund by Escrow Agent.

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SALEM, OREGON

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First American Title Insurance Company

OCT 05 2023

File No.: 1031-3642941 (MWG)

Date: January 11, 2021

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SALEM, OREGON

Escrow Agent will charge an accounting fee of \$10.00 for each month any funds are held after one (1) month in the event the person(s) entitled to such funds, after reasonable and diligent effort, cannot be found. Escrow Agent may charge a reasonable fee for replacement and/or stale dated checks.

Oregon Tax Withholding: When applicable, parties authorize and instruct Escrow Agent to withhold and submit the necessary forms and sums, if any, to the Oregon Department of Revenue pursuant to Chapter 864, Oregon Laws 2007. When this amount is based upon net proceeds, escrow is to use the final net proceeds as set out in the Final Settlement Statement.

Copies: The undersigned authorize distribution of these escrow instructions and/or estimated or final settlement statements prepared on my behalf to any designee, real estate broker/agent or lender identified in this transaction.

Closing: Closing is defined, for purposes of this agreement, as the time of the recording of all documents as required by the parties herein. Escrow Agent shall be entitled to payment of all fees charged for services provided at the time of closing. Any funds held for satisfaction/release of liens and encumbrances or to meet other conditions of this escrow may be transferred from this escrow account to an appropriate department or escrow for subsequent processing.

Escrow Agent is authorized to request, on behalf of Borrower, reconveyances of any trust deeds that are paid in accordance with these instructions and to utilize the provisions of ORS 86.720 et seq in order to release the lien of record, if necessary.

AGREEMENTS

Arbitration: Except as noted below, if any dispute or claim arises out of or relates to this escrow agreement, or to the interpretation or breach thereof, Escrow Agent may, at its election; a) hold all matters in its existing status pending resolution of such dispute or; b) it shall be resolved by arbitration in accordance with the then in effect rules of Arbitration Service of Portland, Inc., or the American Arbitration Association, whichever is selected by the party which first initiates arbitration, and any judgment rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

Interpleader: Escrow Agent shall have the option of interpleading funds in the Circuit Court of Oregon, including the Small Claims Division of same, as may be appropriate, in the event of a dispute regarding the disposition of any funds held by Escrow Agent.

Attorney Fees: In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or which is based thereon, the prevailing party shall be entitled to reasonable attorney's fees in connection herewith. the determination of who are the prevailing party and the amount of reasonable attorney fees shall be decided by the arbitrator(s) or by the court as may be appropriate.

Limited Power of Attorney: The undersigned hereby grant Escrow Agent Limited Power of Attorney to correct and initial all typographical or clerical errors discovered in any or all of the closing documentation required to be executed by any of the parties hereto. In the event Escrow Agent exercises this Limited power of Attorney, a copy of the document(s) corrected and/or initialed will be sent to the affected party.

EXCLUSIONS

COMPLIANCE WITH VARIOUS LAWS OR STATUTES: Escrow Agent has no liability or responsibility with respect to any matters connected with the following (unless expressly authorized herein or by separate written instructions acknowledged by Escrow Agent);

1. Compliance with the requirements of the Consumer Credit Protection Act or Interstate Land Sales Act, or similar laws;

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File No.: 1031-3642941 (MWG)

Date: January 11, 2021

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2. Compliance with the requirements of the Oregon Revised Statutes 537.330 (relating to water rights), 448.271 (relating to well testing) and any similar laws;
3. Compliance with the obligation to disclose the existence of lead based paint as required by federal regulation 24 CFR Part 35 and 40 CFR Part 35 et seq and any other related statute or regulation; and
4. Compliance with collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code, as amended, regulations adopted thereunder, and any other related statute or regulation (Foreign Investment in Real Property Tax Act, commonly referred to as FIRPTA). Notwithstanding the fact Escrow Agent assumes no liability or responsibility to the parties for compliance with FIRPTA, Escrow Agent reserves the right to take any action required by such law and/or regulation without further instructions of the parties.

REPRESENTATIONS

Compliance with Earnest Money Agreement: All terms and provisions of the earnest money agreement, amendments or addenda thereto, have been complied with to the satisfaction of the undersigned or will be completed outside of this escrow. Escrow Agent is not responsible for any matters except as set forth in this agreement.

Utilities: The undersigned acknowledge that water, sewer, waste collection, electricity, and other utility charges and inventory for fuel, including any final billings will be adjusted outside this escrow by the respective parties and Escrow Agent shall have no obligation or responsibility for such adjustment.

Compliance with Escrow Agreement: The undersigned acknowledge that they have and shall have a continuing obligation to cooperate with Escrow Agent in good faith to enable Escrow Agent to fulfill its responsibilities under this agreement. Such obligations shall survive the closing of the transaction described herein and shall include, without limitation, the obligation to; a) disclose to Escrow Agent any liens, encumbrances or any other rights, claims or matters known to the parties which affect or relate to the property and transaction referred to in this agreement; b) return to Escrow Agent for proper disposition any funds, documents or other property which are, for any reason, improperly or mistakenly released to any persons; c) pay any charges, advances or expenses that are properly chargeable to the parties; and d) to proceed pursuant to the provisions of ORS 86.720 to take those steps necessary to secure an appropriate deed of reconveyance of any trust deed which has been paid and fully satisfied.

Practice of Law/Advice: The undersigned acknowledge that Escrow Agent is not licensed to practice law and that Escrow Agent's duties and obligations under this agreement are limited to those of an escrow holder. The undersigned have not been referred to any named attorney(s) or discouraged from seeking the advice of an attorney but have been requested to seek legal counsel of their own choosing, at their own expense, if they have any doubts or questions concerning any aspect of this transaction.

Other Obligations: The undersigned acknowledge that, to the extent other obligations exist between them as a result of this transaction that are not specifically set forth herein, they are individually responsible for the execution thereof and Escrow Agent is not obligated for matters except as specifically set forth in this agreement.

Review: The undersigned acknowledge that they have been afforded adequate time and opportunity to read and understand the escrow instructions and all other documents referred to herein.

SPECIAL INSTRUCTIONS

PLEASE READ THE PRELIMINARY TITLE REPORT AND YOUR SETTLEMENT STATEMENT CAREFULLY BEFORE SIGNING THIS DOCUMENT. BE SURE THAT ALL FACTS KNOWN TO YOU ARE ACCOUNTED FOR IN THIS ESCROW. THE ESCROW AGENT HEREIN IS A NEUTRAL THIRD PARTY AND CANNOT ADVISE YOU OR PROTECT YOUR LEGAL RIGHTS. YOU SHOULD CONSULT LEGAL COUNSEL FOR SUCH ADVICE AND PROTECTION.

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The undersigned Buyers have read and hereby approve the Receipt and Approval of Preliminary Title Report and Deed - Buyers, and the undersigned Sellers and Buyers have read and hereby approve the Estimated Settlement Statement, as well as the Escrow Instructions in this escrow, and any Amendments thereto.

The undersigned represents to Escrow Agent and its underwriter that there are no existing liens, assessments, taxes, deferred taxes, unpaid water or sewer bills, or any other obligations which are the responsibility of the undersigned and which are not shown on the above documents. The undersigned understands and agrees that any obligation known to it and not disclosed herein, remains the responsibility of the undersigned subsequent to the closing of this escrow. The undersigned further understands and agrees that any payoffs made on its behalf in this escrow are made by Escrow Agent and its underwriter with complete reliance on figures supplied by the lender, creditor or taxing agency. Such figures may not be accurate. In the event that additional funds are required to complete said payoffs, the undersigned hereby agrees that it will immediately, upon request by and its underwriter, provide the additional funds needed to complete said payoffs.

THE PARTIES ACKNOWLEDGE THAT BY THE APPROVAL OF THE ESTIMATED SETTLEMENT STATEMENT REFERRED TO IN THESE INSTRUCTIONS, THEY HAVE AGREED AS TO THE ALLOCATION OF COSTS ASSOCIATED WITH THE TITLE PREMIUMS REQUIRED, IF ANY, FOR THE PROTECTION REQUIRED FOR THE PURCHASER IN COMPLIANCE WITH HOMEBUYER PROTECTION ACT.

Notwithstanding reference, if any, in the purchase and sale agreement regarding transfer of water rights, the parties acknowledge that Escrow Agent will not be responsible for any such transfer and that the parties are solely responsible for such transfer outside this escrow.

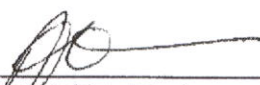
YOU ARE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. THESE CONSEQUENCES AFFECT YOUR RIGHTS AND OBLIGATIONS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT YET SEEN, PLEASE CONTACT THE ESCROW AGENT.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE ESCROW INSTRUCTIONS OR THOSE ESCROW INSTRUCTIONS WHICH ARE ATTACHED HERETO THAT SUCH INSTRUCTIONS CONSTITUTE THE WHOLE AGREEMENT BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

Dated: 1/15/21

SELLER(S):

19486 Ribbon Ridge, LLC, an Oregon limited liability company

By: 
Name: Ashley Hayden
Title: Manager

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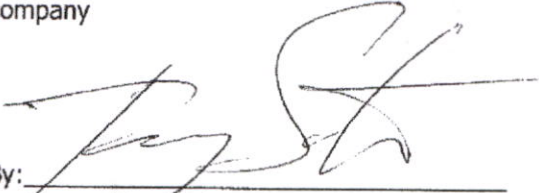
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BUYER(S):

North Valley Vineyards Investment Properties
Ribbon Ridge, LLC, an Oregon limited liability
company

By: 
Name: Tony Soter
Title: Authorized Member

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Accepted this 15 day of January, 2021.

First American Title Insurance Company

By: 

After Recording Return To:

Walter R. Gowell, Attorney
Haugeberg Rueter et al
P.O. Box 480
McMinnville, OR 97128-0480

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Send Tax Statements To:

No Change

**DECLARATION OF TERMINATION OF TENANCY IN COMMON
AGREEMENT**

This Declaration of Termination of Tenancy In Common Agreement ("Termination") made and entered this 15 day of January, 2021, by and between **NORTH VALLEY VINEYARDS INVESTMENT PROPERTIES RIBBON RIDGE, LLC**, an Oregon limited liability company ("**Soter**") and **19486 RIBBON RIDGE LLC**, an Oregon limited liability company ("**Hayden**").

RECITALS:

Whereas, **NORTH VALLEY VINEYARDS INVESTMENT PROPERTIES RIBBON RIDGE, LLC**, an Oregon limited liability company and **19486 RIBBON RIDGE LLC**, an Oregon limited liability company, are active limited liability companies and in good standing with the Corporation Division of the State of Oregon; and

Whereas, Soter and Hayden have been the owners as tenants in common of property more particularly described on Exhibit A attached hereto ("the "Co-tenancy Property"); and

Whereas, Soter and Hayden have previously entered into a Tenancy In Common Agreement ("Co-tenancy Agreement") dated July 15, 2020, Memorandum of which was recorded July 15, 2020 in the deed and mortgage records of Yamhill County as Instrument No. 2020-11943 (the "Co-tenancy Agreement"); and

Whereas, Soter and Hayden were required by the terms of the Co-Tenancy Agreement to partition and divide the ownership of the Co-Tenancy Property as set forth in Section 1; and

Whereas, the Partition of the Property has been approved by Yamhill County and Partition Plat No. 2021-_____ has been recorded in the Record of Plats for Yamhill County, Oregon on _____ as Plat No. 2021-_____; and

Whereas, pursuant to the Co-tenancy Agreement Soter and Hayden have each executed deeds to convey Parcel 1 of Partition Plat 2021-_____ to Soter and Parcel 2 of Partition Plat 2021-_____ to Hayden; and

Whereas, the Co-Tenancy Agreement further requires that upon conveyance of Parcel 1 of said plat to Soter and Parcel 2 of said plat to Hayden that the parties will terminate both the Co-tenancy Agreement and the Co-Tenancy ownership status of the Co-Tenancy Property; and

Whereas, the Co-Tenancy Property is presently subject to a Vineyard Lease which is not intended to be and shall be terminated by this instrument and shall survive the termination of the Co-Tenancy in accordance with its terms; and

Whereas, the Co-Tenancy Property is presently subject to a reciprocal right of refusal pursuant to Section 11 of the Co-Tenancy Agreement which shall survive the Termination for a period of twenty years pursuant to Section 11.9 of the Co-Tenancy Agreement.

NOW THEREFORE SOTER AND HAYDEN DO HEREBAY AGREE AND DECLARE AS FOLLOWS:

1. Effective upon the recordation of this Termination the Co-Tenancy Agreement , and all of its terms and conditions shall be terminated and be of no further force and effect except as set forth hereunder.
2. The Vineyard Lease set forth on Exhibit C of the Co-Tenancy Agreement shall survive the Termination in accordance with all of its terms and conditions.
3. Notwithstanding the Termination, the Right of First Refusal set forth in Section 11 of the Co-Tenancy Agreement shall survive the Termination for a period of twenty years in accordance with Section 11 of the Co-Tenancy Agreement. The Soter Right of Refusal shall apply to Parcel 2 of Partition Plat 2021-_____ and the Hayden Right of First Refusal shall apply to Parcel 1 of Partition Plat 2021-_____.

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IN WITNESS WHEREOF, each party to this agreement has caused it to be executed as of the date first written above.

“SOTER”

“HAYDEN”

NORTH VALLEY VINEYARDS
INVESTMENT PROPERTIES
RIBBON RIDGE, LLC
an Oregon limited liability company

19486 RIBBON RIDGE LLC
an Oregon limited liability company

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By: [Signature]
Name: Tony Soter
Title: Authorized Member

By: [Signature]
Name: Ashley Hayden
Title: Manager

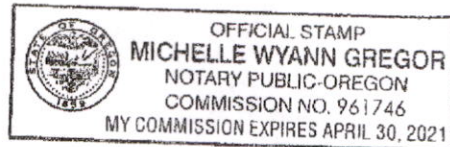
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STATE OF OREGON)
)ss.
COUNTY OF YAMHILL)

This instrument was acknowledged before me on this 15 day of January 2021 by Tony Soter as the duly authorized member of NORTH VALLEY VINEYARDS INVESTMENT PROPERTIES RIBBON RIDGE, LLC, as said company’s voluntary act and deed.

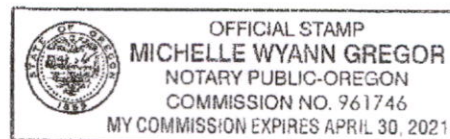
By: Michelle W Gregor
Notary Public for Oregon
My Commission expires: 4/30/21



STATE OF OREGON)
)ss.
COUNTY OF YAMHILL)

This instrument was acknowledged before me on this 15 day of January 2021 by Ashley Hayden, as the manager of 19486 RIBBON ROAD, LLC, as said company’s voluntary act and deed.

By: Michelle W Gregor
Notary Public for Oregon
My Commission expires: 4/30/21



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EXHIBIT A

Legal Description of the Cotenancy Property

Real property in the County of Yamhill, State of Oregon, described as follows:

BEGINNING at an iron rod set on the Section line between Sections 32 and 33, Township 2 South, Range 3 West, 20.740 chains South from the corner of Sections 28, 29, 32 and 33 in Township 2 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, said iron rod being set on the South margin of a private roadway; thence North 89°44' East along the South margin of said roadway 23.617 chains to an iron rod from which a 3 inch fir tree bears North 53°10' East .395 chains and an 8 inch fir tree bears North 62°30' West .580 chains; thence South 0°26' West parallel with and four chains West of the West line of the John Brisbine Donation Land Claim, Notification No. 5855, Claim No. 53, as now fenced 20.064 chains to an iron pipe set on the subdivision line from which pipe a 10 inch fir bears North 34°50' East .236 chains, a 6 inch fir tree bears North 39°35' West .300 chains; thence North 89°52' West along subdivision line 23.470 chains to an iron pipe at the Quarter post between Sections 32 and 33, Township 2 South, Range 3 West from which pipe a 3 inch walnut tree bears North 10°30' West .675 chains, a 3 inch walnut tree bears North 43° 14' East .923 chains; thence West .77 chains to an iron rod set in the center of a county road from which iron rod a 2 inch walnut bears South 12°00' West .718 chains and a 2 inch filbert bears South 62°55' West .464 chains; thence along the center of the county road North 30°48' West 2.673 chains to an iron pipe; thence continuing along the center of County road North 22°46' West 3.996 chains to an iron rod; thence continuing along the center of road North 13°23' West 3.139 chains to an iron rod; thence North 1°33' East continuing along the center of road 10.867 chains to a strap iron driven in the center of the County road, from which iron a 2 inch walnut bears South 40°50' East 1.439 chains; thence North 89°44' East along the South margin of a private roadway 4.113 chains to the place of beginning.

SAVE AND EXCEPTING THEREFROM that tract conveyed to Yamhill County by deed recorded January 30, 1936 in Book 111, Page 53, Deed Records of Yamhill County, Oregon.

NOTE: This Legal Description was created prior to January 01, 2008.

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First American

Owner's Policy

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5031941-3642941

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Greg L. Smith
Secretary

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(This Policy is valid only when Schedules A and B are attached)

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COVERED RISKS (Continued)

- 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public

- Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

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CONDITIONS (Continued)

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
 - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
 - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

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CONDITIONS (Continued)

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

(Intentionally Deleted)

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way; Santa Ana, CA 92707. Phone: 888-632-1642.**

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First American Title

ISSUED THROUGH THE OFFICE OF:



First American Title

FIRST AMERICAN
TITLE INSURANCE
COMPANY

Corporate Office
1 First American Way
Santa Ana, CA 92707
(800) 854-3643



First American

Schedule A

Owner's Policy of Title Insurance

ISSUED BY
First American Title Insurance Company

POLICY NUMBER
3642941

Name and Address of Title Insurance Company:

First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707.

File No.: 1031-3642941

Address Reference: 19486 NE Ribbon Ridge Road, Newberg, OR 97132 Amount of Insurance: \$1,000,000.00

Premium: \$1,575.00

Date of Policy: January 20, 2021 at 3:16 p.m.

1. Name of Insured:

North Valley Vineyards Investment Properties Ribbon Ridge, LLC

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

North Valley Vineyards Investment Properties Ribbon Ridge, LLC, an Oregon limited liability company,

4. The Land referred to in this policy is described as follows:

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

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Schedule B

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

3642941

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File No.: 1031-3642941

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EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

This exception (#5) is hereby waived without additional cost in accordance with the provisions of the Oregon Title Insurance Rating Manual provision 5.001 A 5 PROVIDED a Lender has been issued a simultaneous title insurance policy on the subject property and to the extent this exception has been eliminated or modified on said Lender's policy.

6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
7. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.

8. The county tax roll discloses a mobile home on the herein described premises which is not included in title insurance coverage. Subject to requirements and provisions of O.R.S. 311.280 pertaining to mobile home taxes becoming liens on real property.
9. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
10. Easement, including terms and provisions contained therein:
 Recording Information: May 06, 1975, Film Volume 105, Page 1270, Deed and Mortgage Records
 In Favor of: Portland General Electric Company, an Oregon Corporation
11. Road Development Agreement and the terms and conditions thereof:
 Between: North Valley Vineyards Investment Properties Ribbon Ridge, LLC and 19486 Ribbon Ridge, LLC, an Oregon limited liability company
 And: Yamhill County, Oregon, by and through its Director of Public Works and Director of Planning and Development
 Recording Information: January 12, 2021 as Instrument No. 202100701, Deed and Mortgage Records
12. Notes, easements, covenants and restrictions as depicted on the face of the 2021-06 plat.
13. Easement as shown on the recorded plat/partition 2021-06
 For: 12 foot utility
 Affects: Parcel 1
14. Easement as shown on the recorded plat/partition 2021-06
 For: 30 foot access
 Affects: Parcel 1
15. Memorandum of Tenancy in Common Agreement with Rights of First Refusal and Vineyard Lease, including terms and provisions thereof.
 Recorded: July 15, 2020, Reference No. 2020-11943

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Terms and Conditions as contained in Declaration of Termination of Tenancy in Common Agreement, including, but not limited to, continuation of unrecorded leases and rights of first refusal, recorded January 20, 2021 as Instrument No. 202101331, Deed and Mortgage Records

16. Deed of Trust and the terms and conditions thereof.

Loan No.:

Grantor/Trustor:

North Valley Vineyards Investment Properties Ribbon, LLC, an Oregon limited liability company

Grantee/Beneficiary:

Moore Family Enterprises, LLC

Trustee:

First American Title

Amount:

\$1,000,000.00

Dated:

January 15, 2021

Recorded:

January 20, 2021

Recording Information:

Instrument No. 202101330, Deed and Mortgage Records

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Exhibit A

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011400-3642941

File No.: 1031-3642941

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Yamhill, STATE OF OR, AND IS DESCRIBED AS FOLLOWS:

Parcel 1 of Partition Plat 2021-06, recorded January 20, 2021 as Instrument No. 202101257, Deed and Mortgage Records, Yamhill County, State of Oregon.

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