

Newhouse / Finnicom



Oregon Water Resources Department 725
Summer Street NE, Suite A
Salem Oregon 97301-1271
(503) 986-0900
www.wrd.state.or.us

Application for a Permit to Use Ground Water

Please type or print in dark ink. If your application is found to be incomplete or inaccurate, we will return it to you. If any requested information does not apply to your application, insert "n/a." Please read and refer to the instructions when completing your application. A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

1. APPLICANT INFORMATION

DEC 23 2009

A. Individuals

Applicant: _____
First Last

Mailing Address: _____

City State Zip

Phone: _____
Home Work Other

*Fax: _____ *Email Address: _____

B. Organizations

(Corporations, associations, firms, partnerships, joint stock companies, cooperatives, public and municipal corporations)

Name of Organization: Carlton Nursery Company, LLC

Name and Title of Person Applying: Allan Elliott

Mailing Address or Organization: P.O. Box 398
Dayton Oregon 97114
City State Zip

Phone: 503.868.7971
Day Evening

*Fax: 503.868.7503 *Email Address: _____

*Optional

| For Department Use | | |
|------------------------|------------------|------------|
| App. No. <u>617294</u> | Permit No. _____ | Date _____ |

2. PROPERTY OWNERSHIP

Yes (Please check appropriate box below then skip to section 3 'Ground Water Development')

There are no encumbrances

This land is encumbered by easements, rights of way, roads or other encumbrances (please provide a copy of the recorded deed(s))

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).

You must provide the legal description of: (1) the property from which the water is to be diverted, (2) any property crossed by the proposed ditch, canal or other work, and (3) any property on which the water is to be used as depicted on the map.

List the names and mailing addresses of all affected landowners.

Not Applicable
DEC 28 2011

3. GROUND WATER DEVELOPMENT

A. Well Information

Number of well(s): 3

Name of nearest surface water body: Palmer Creek

Distance from well(s) to nearest stream or lake:

1) 3,470' 2) 4,690 3) 4,960 4) _____

If distance from surface water is less than one mile, indicate elevation difference between nearest surface water and well head:

1) 40' 2) 40' 3) 40' 4) _____

B. Well Characteristics

Wells must be constructed according to standards set by the Department for the construction and maintenance of water wells. If the well is already constructed, please enclose a copy of the well constructor's log and the well ID number, if available, for each well with this application. Identify each well with a number corresponding to the wells designated on the map and proceed to section 4 of the form. If the well has not been constructed, or if you do not have a well log, please complete the following:

Well(s) will be constructed by:

Blue Water Drilling
oh

Mailing Address: 16303 Wallace Rd.

Dayton OR 97114
City State Zip

G17294

Completion Date: 2011

Please provide a description of your well development. (Attach additional sheets if needed.)

| Well No. | Diameter | Type and size of casing | No. of feet of casing | Intervals casing is perforated (in feet) | Seal depth | Est. depth to water | Est. depth to water bearing stratum | Type of access port or measuring device | Total well depth |
|----------|----------|-------------------------|-----------------------|--|------------|---------------------|-------------------------------------|---|------------------|
| 1 | see | YAMH 557 | | | | | | | |
| 2 | see | YAMH 6409 | | | | | | | |
| 3* | 12" | 12" Steel | min 20' | 100-350' | >80' | 15' | 200' | per OARs | 350' |
| | | *see remarks | | | | | | | |
| | | | | | | | | | |

Note: Well numbers in this listing must correspond to well locations(s) shown on accompanying map.

If well log is not available, or well is not yet constructed, you must provide: proposed total depth, depth of casing and seal, and the anticipated perforation and open intervals.

C. Artesian Flows

If your water well is flowing artesian, describe your water control and conservation works:

Not Anticipated

4. WATER USE

Please read the instruction booklet for more details on "type of use" definitions, how to express how much water you need and how to identify the water source you propose to use. You must fill out a supplemental form for some uses as they require specific information for that type of use.

A. Type(s) of Use(s)

See list of beneficial uses provided in the instructions.

- If your proposed use is **domestic**, indicate the number of households to be supplied with water: _____
- If your proposed use is **irrigation**, please attach **Form I**
- If your proposed use is **mining**, attach **Form R**
- If your proposed use is **municipal or quasi-municipal**, attach **Form M**
- If your proposed use is **commercial/industrial**, attach **Form Q**

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B. Amount of Water

Provide the production rate in gallons per minute (gpm) and the total annual amount of water you need from each well, from each source or aquifer, for each use. You do not need to provide source information if you are submitting a well log with your application.

| Well No. | Source or aquifer | Type of use | Total rate of water requested (in gpm) | Total annual quantity (in gallons) | Production rate of well (in gpm) |
|----------|-------------------|-------------|--|------------------------------------|----------------------------------|
| 1 | Alluvium | Nursery | | | 100 |
| 2 | Alluvium | Nursery | | | 150 |
| 3 | Alluvium | Nursery | | | unknown |
| Total | | | 450 | 155,268,000 | |

C. Maximum Rate of Use Requested

What is the maximum, instantaneous rate of water that will be used? 1.0 cfs (450 gpm)

(The fees for your application will be based on this amount.)

D. Period of Use

Indicate the time of year you propose to use the water: Year Round for Nursery Operations

(For seasonal uses like irrigation give dates when water use would begin and end, e.g. March 1-October 31.)

E. Acreage

If you will be applying water to land, indicate the total number of acres where water will be applied or used: 95.3

(This number should be consistent with your application map.)

5. WATER MANAGEMENT

A. Diversion

What method will you use to divert water from the source?

Pump (give horsepower and pump type): Well 1&2 existing pumps. Well 3 to be determined

other means (describe): _____

B. Transport

How will you transport water to your place of use?

Ditch or canal (give average width and depth):

Width _____ Depth _____

Is the ditch or canal to be lined? Yes No

Pipe (give diameter and total length):

Diameter To be determined Length To be determined

other, describe: _____

DEC 2 2 2001
 10:00
 11:00

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C. Application/Distribution Method

What equipment will you use to apply water to your place of use?

Water will be applied using a a hard hose traveler or hand lines. DEC 23 769

Irrigation or land application method (check all that apply):

- Flood
- Drip
- Hand Lines
- Siphon tubes or gated pipe with furrows
- other, describe: _____
- High pressure sprinkler
- Water Cannons
- Wheel Lines
- Low pressure sprinkler
- Center pivot system

Distribution method

- Direct pipe from source
- In-line storage (tank or pond)
- Open Canal

E. Conservation

What methods will you use to conserve water? Why did you choose this distribution or application method? Have you considered other methods to transport, apply, distribute or use water? For example, if you are using sprinkler irrigation rather than drip irrigation, explain. If you need additional space, attach a separate sheet.

Water will be applied to the nursery stock when they need it, based on soil moisture testing. Application and distribution method is dependent on type of crop.

6. PROJECT SCHEDULE

Indicate the anticipated dates that the following construction tasks should begin. If construction has already begun, or is completed, please indicate that date.

Proposed date construction will begin: 2010

Proposed date construction will be completed: 2011

Proposed date beneficial water use will begin: 2011

Is this project fully or partially funded by the American Recovery and Reinvestment Act? (Federal stimulus dollars) Yes No

7. REMARKS

If you would like to clarify any information you have provided in the application, please do so here and reference the specific application question you are addressing.

3.B. Well Characteristics: Actual well casing diameter and length, screen length, seal depth, and final well depth will depend on actual condition encountered in the field. The objective will be to complete a well that develops water from the alluvial aquifer.

5.C. Application/Distribution Method: Existing ponds will be used to store water from the wells.

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8. MAP REQUIREMENTS

The Department cannot process your application without accurate information showing the source of water and location of water use. You must include a map with this application form that clearly indicates the township, range, section, and quarter/quarter section of the proposed well location and place of use. The map must provide tax lot numbers. See the map guidelines sheet for detailed map specifications.

9. SIGNATURE

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- 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 canceled.
- 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 swear that all information provided in this application is true and correct to the best of my knowledge:

by:
Carlton Nursery LLC. J. Allan Elliott 12/05/2009
Signature of Applicant (If more than one applicant, all must sign.) Date

Before you submit your application be sure you have:

- Answered each question completely.
- Attached a legible map which includes township, range, section, quarter/quarter and tax lot number.
- Included a Land Use Information Form or receipt stub signed by a local official.
- Included the legal description of all the property involved with this application. You may supply a copy of the deed, land sales contract, or title insurance policy, to meet this requirement.
- Included a check payable to the Oregon Water Resources Department for the appropriate amount. The Department's fee schedule can be found at www.wrd.state.or.us or call (503) 986-0900.

WRD on the web:
www.wrd.state.or.us

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Oregon Water Resources Department

(for Newhouse)
Finnicum

FORM I
FOR IRRIGATION WATER USE

1. Please indicate whether you are requesting a primary or supplemental irrigation water right.

Primary Supplemental

If Supplemental, please indicate the number of acres that will be irrigated for each type of use

Primary: 95.3 Acres

Supplemental: _____ Acres

FEB 28 2009

List the permit or certificate number of the primary water right: No. _____

2. Please list the anticipated crops you will grow and whether you will be irrigating them for a full or partial season:

1. Nursey Full Season Partial Season (from: _____ to _____)

2. _____ Full Season Partial Season (from: _____ to _____)

3. _____ Full Season Partial Season (from: _____ to _____)

4. _____ Full Season Partial Season (from: _____ to _____)

3. Indicate the maximum total number of acre-feet you expect to use in an irrigation season:

477 _____ acre-feet

(1 acre-foot equals 12 inches of water spread over 1 acre, or 43,560 cubic feet, or 325,851 gallons.)

4. How will you schedule your applications of water? Will you be applying water in the evenings, twice a week, daily?

Daily during daytime hours

Daily during nighttime hours

Two or three times weekly during daytime

Two or three times weekly during nighttime

Weekly, during daytime hours

Weekly, during nighttime hours

Other, explain: _____



Oregon Water Resources Department Land Use Information Form

THIS FORM IS NOT REQUIRED IF: 1) water is to be diverted, conveyed, and/or used only on federal lands; or 2) the application is for a water-right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply: a) only the place of use is proposed for change, b) there are no structural changes, c) the use of water is for irrigation, and d) the use is located in an irrigation district or exclusive farm-use zone.

Applicant Name: Carlton Nursery Co., LLC
Mailing Address: P.O. Box 398
Dayton OR 97114 Daytime Phone: 503.868.7971

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), or used. 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: |
|----------|-------|---------|-----|-------------|--|--|--------------------|
| 5 S | 3 W | 8 | | 5 3 08 1800 | | <input checked="" type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used | Nursery |
| 5 S | 3 W | 16 | | 5 3 09 1500 | | <input checked="" type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used | Nursery |
| | | | | | | <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, or used:

Yamhill county

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 Exchange of Water
- Allocation of Conserved Water Limited Water Use License
- Permit Amendment of Ground Water Registration Modification

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

Estimated quantity of water needed: 450 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 Nursery Uses

Briefly describe:

Water will be withdrawn from up to three wells and stored temporarily in a reservoir for distribution to the places of use for irrigation of nursery stock and other nursery uses.

Note to applicant: If the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt below and include it with the application filed with the Water Resources Department.

Receipt for Request for Land Use Information

State of Oregon Water
Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266

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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.

Please check the appropriate box below and provide the requested information

- Land uses to be served by 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 Yamhill Co Zoning Ordinance
- Land uses to be served by proposed water uses (including proposed construction) involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.)
If approvals have been obtained but all appeal periods have not ended, check "Being pursued".

| Type of Land-Use Approval Needed (e.g. plan amendments, rezones, conditional-use permits, etc.) | Cite Most Significant, Applicable Plan Policies & Ordinance Section References | Land-Use Approval: | |
|--|--|--|--|
| | | <input type="checkbox"/> Obtained <input type="checkbox"/> Denied | <input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued |
| | | <input type="checkbox"/> Obtained <input type="checkbox"/> Denied | <input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued |
| | | <input type="checkbox"/> Obtained <input type="checkbox"/> Denied | <input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued |
| | | <input type="checkbox"/> Obtained <input type="checkbox"/> Denied | <input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued |
| | | <input type="checkbox"/> Obtained <input type="checkbox"/> Denied | <input type="checkbox"/> Being pursued <input type="checkbox"/> Not being pursued |

Local governments are invited to express special land-use concerns or make recommendations to the Water Resources Department regarding this proposed use of water below, or on a separate sheet.

DEC 23 2009

Name: Kenneth P. Friday Title: P. D. M.
 Signature: [Signature] Phone: 503 434-7516 Date: 12/12/09
 Government Entity: Yamhill 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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Newhouse



TICOR TITLE INSURANCE COMPANY

POLICY

YAMHILL TITLE PLANT

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

Carlton Nursery Company, LLC
Jon Barch
14301 SE Wallace Rd.
Dayton OR 97114

DEC 23 2003

Order Number: 883973
Regarding: Newhouse to Carlton Nursery Company, LLC
Property Address: 15400 SE Alderman Rd.
Dayton, OR 97114
County: Yamhill


Thank you for choosing Ticor Title Insurance to provide your title insurance. Attached is your title insurance policy.

We are happy to offer you not only good service and a friendly staff, but also an additional savings of up to 25% if the property is sold or refinanced within the next three years.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

TICOR TITLE INSURANCE COMPANY


Debbie Clark
Senior Title Officer

G17294

Policy of Title Insurance

**American Land
Title Association
Owner's Policy
(10-17-92)**

**SUBJECT TO THE EXCLUSIONS FROM
COVERAGE, THE EXCEPTIONS FROM
COVERAGE CONTAINED IN SCHEDULE B
AND THE CONDITIONS AND STIPULA-
TIONS, TICOR TITLE INSURANCE COM-
PANY, a California corporation, herein called
the Company, insures, as of Date of Policy
shown in Schedule A, against loss or damage,
not exceeding the amount of insurance stated
in Schedule A, sustained or incurred by the
insured by reason of:**

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;

2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

DEC 28 2003

Issued by:
TICOR TITLE INSURANCE COMPANY
829 N. HIGHWAY 99W
P.O. BOX 267
McMINNVILLE, OR 97128
(503) 472-6101

TICOR TITLE INSURANCE COMPANY

By

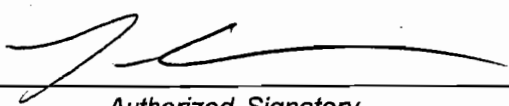


President

Attest



Secretary



Authorized Signatory

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Exclusions from Coverage

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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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

Conditions and Stipulations

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, or in Schedule C if not provided for in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in the applicable Schedule, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "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 Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness 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 covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. 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 indebtedness secured by a purchase money mortgage given to the insured.

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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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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 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, 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 adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter 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 and 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 which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, 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 hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company 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 any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest 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.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which 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. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, 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 proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which 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 records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which 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 other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. 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, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(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, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which 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 which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (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.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

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 and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in applicable Schedule consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

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 unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(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 therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any 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 the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay 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 hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

SCHEDULE A

| | | | |
|--------------------------|-------------------------|--------------------|-------------------|
| Policy Number: | 883973 | Issue Date: | October 4, 2006 |
| Policy Liability: | \$355,000.00 | Issue Time: | 3:21 PM |
| Policy Premium (s): | Owner's Standard Policy | | \$1,060.00 |
| TOTAL PREMIUM: | | | \$1,060.00 |

1. Name of Insured:

Carlton Nursery Company, LLC

DEC 20 2009

2. The Estate or Interest in the Land which is covered by this policy is:

Fee

3. Title to the Estate or Interest in the Land is vested in:

CARLTON NURSERY COMPANY, LLC, AN OREGON LIMITED LIABILITY COMPANY

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

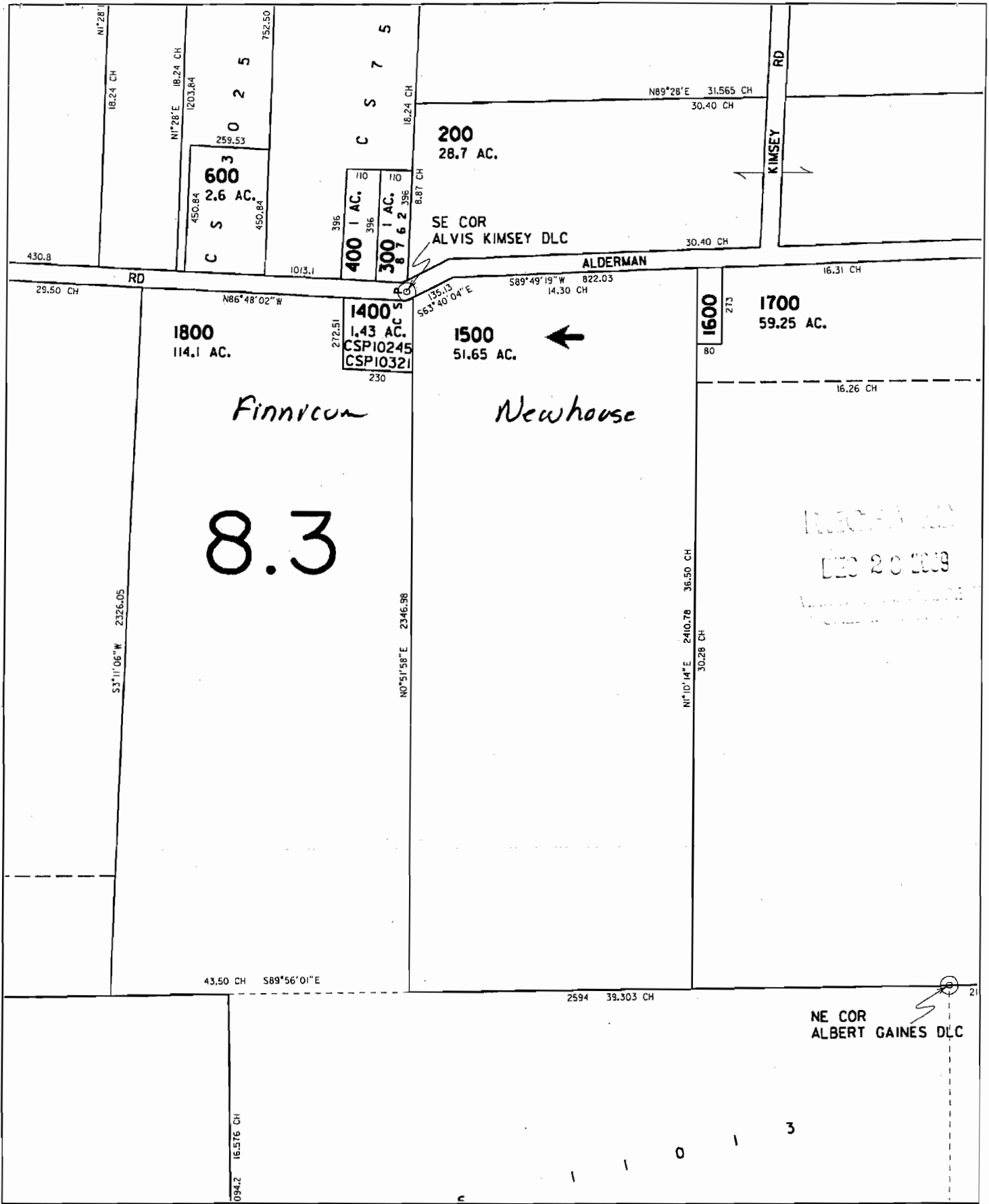
A part of a tract of land situate in Section 8, Township 5 South, Range 3 West of the Willamette Meridian in the John H. Thessing Donation Land Claim No. 51, Notification No. 1643, conveyed to the United States by B.A. Felton by deed recorded January 5, 1937, in Book 112, Page 126 of the Deed records of Yamhill County, Oregon, said part being more particularly described as follows, to wit:

BEGINNING at a point marked by a stone in the center line of the county road at the Northeast corner of a tract of land conveyed by Edith Otto to B.A. Felton and Florence E. Felton, on April 13, 1929, by deed recorded in Book 100, Page 629 of the Deed Records of Yamhill County, Oregon, said point being 2406.94 feet North of and 2929.63 feet East of the Southwest corner of the John H. Thessing Donation Land Claim; thence South 89°49'19" West 822.03 feet along the center line of county road to a point marked by a 3/4 inch iron pipe, thence South 63°30'04" West 135.13 feet along the line common with the C. A. Warner property to a point marked by a 3/4 inch iron pipe; thence South 00°51'58" West 2346.98 feet along the line common with the United States Farm Security Administration Farm Unit No. 24 to a point marked by 3/4 inch iron pipe on the South line of the John H. Thessing Donation Land Claim; thence South 89°56'01" East 929.38 feet along the South line of the John H. Thessing Donation Land Claim to a point marked by a stone; thence North 1°10'14" East 2410.78 feet along the line common with the John Grims property to the point of beginning.

SCHEDULE B
EXCEPTIONS FROM COVERAGE

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. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
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.
6. Rights of the public in and to that portion lying within streets, roads and highways.
7. As disclosed by the tax rolls, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.
8. This report/policy does not include a search for financing statements covering crops filed in the office of the Secretary of State, and no liability is assumed on account thereof.
9. Reservations, including the terms and provisions thereof, in Quitclaim Deed
From: United States of America
To: Leland G. Newhouse and Phyllis L. Newhouse
Recorded Date: June 2, 1944
Recording Number: Book 124, Page 136, Deed Records
For: A 3/4 interest in the oil, gas, coal and other mineral rights of whatsoever nature upon, in or under the said lands
DEC 23 2009
10. Easement, including the terms and provisions thereof,
From: Kathleen M. Strawn and Norman E. Newhouse, Successor Co-Trustees for the Leland G. Newhouse Revocable Living Trust, dated July 26, 1990
To: Margaret M. Bailey, Thomas J. Campbell, Virginia Karen Bartch, Jonathon Bartch and James Fritz, Trustees of the Gordon Bailey Revocable Trust dated November 9, 1989
Recorded Date: March 13, 1997
Recording Number: 199703970
For: Including, but not limited to Water drainage lines, catch basins and service connections. Said easement being 20 feet in width

END OF EXCEPTIONS



RECORDED
DEC 20 2009

8.3

Finnicon

Newhouse

THIS MAP IS FURNISHED AS A CONVENIENCE BY TICOR TITLE INSURANCE COMPANY

This sketch is made solely for the purpose of assisting in locating said premises and the Company assumes no liability for variations, if any, in dimensions and location ascertained by actual survey.



G-17294

MAP # 188353

land sold off

NEWHOUSE
1.42 ACRE TRACT
(EXCLUDING ROAD)

A part of a tract of land situate in Section 8, Township 5 South, Range 3 West of the Willamette Meridian in the John H. Thessing Donation Land Claim No. 51, Notification No. 1643, conveyed to the United States by B.A. Felton by deed recorded January 5, 1937, in Book 112, Page 126 of the Deed records of Yamhill County, Oregon, said part being more particularly described as follows, to wit:

Beginning at a 5/8 inch iron rod that is 224.66 feet South 12°05'54" East from the Southeast corner of the Kimsey Donation Land Claim No. 43, also an angle corner on the West line of the Thessing Donation Land Claim No. 51; thence North 89°30'00" West 40.00 feet to the East line of the United States Farm Security Administration Unit No. 24; thence North 01°17'27" East, along the line between Units 24 and 25 of the United States Farm Security Administration, 232.83 feet to a 5/8 inch iron rod on the centerline of the County Road right of way; thence North 64°06'09" East, along said road right of way centerline, 135.07 feet to a 1 inch iron pipe; thence South 89°44'19" East, along said road right of way centerline, 118.44 feet; thence South 00°30'00" West 20.00 feet to a 5/8 inch iron rod; thence South 00°30'00" West 273.35 feet to a 5/8 inch iron rod; thence North 89°30'00" West 202.63 feet to the point of beginning.

12/11/06
J06-36D2

DEC 20 2006

G-17294

land retained

NEWHOUSE
49.80 ACRE TRACT
(EXCLUDING ROAD)

A part of a tract of land situate in Section 8, Township 5 South, Range 3 West of the Willamette Meridian in the John H. Thessing Donation Land Claim No. 51, Notification No. 1643, conveyed to the United States by B.A. Felton by deed recorded January 5, 1937, in Book 112, Page 126 of the Deed records of Yamhill County, Oregon, said part being more particularly described as follows, to wit:

Beginning at a point marked by a stone, (now a brass cap) in the center line of the county road at the Northeast corner of a tract of land conveyed by Edith Otto to B.A. Felton and Florence E. Felton, on April 13, 1929, by deed recorded in Book 100, Page 629 of the Deed Records of Yamhill County, Oregon, said point being 2406.94 feet North of and 2929.63 feet East of the Southwest corner of the John H. Thessing Donation Land Claim; thence North $89^{\circ}44'19''$ West, along the centerline of said county road, 822.09 feet to 1 inch iron pipe; thence South $64^{\circ}06'09''$ West 135.07 feet to a point marked by a $3/4$ inch pipe (now a $5/8$ inch iron rod); thence South $01^{\circ}17'27''$ West, along the line common with the United States Farm Security Administration Unit No. 24, 282.31 feet to a $5/8$ inch iron rod; thence South $01^{\circ}18'40''$ West, along the line common with the United States Farm Security Administration Unit No. 24, 2064.84 feet to a point on the South line of said John H. Thessing Donation Land Claim; thence South $89^{\circ}30'14''$ East, along the South line of said John H. Thessing Donation Land Claim, 929.38 feet to a point marked by a stone (now a $5/8$ inch iron rod) thence North $01^{\circ}36'55''$ East, along the line common with the John Grims property, 2410.78 feet to the point of beginning.

EXCEPTING THEREFROM the following:

Beginning at a $5/8$ inch iron rod that is 224.66 feet South $12^{\circ}05'54''$ East from the Southeast corner of the Kimsey Donation Land Claim No. 43, also an angle corner on the West line of the Thessing Donation Land Claim No. 51; thence North $89^{\circ}30'00''$ West 40.00 feet to the East line of the United States Farm Security Administration Unit No. 24; thence North $01^{\circ}17'27''$ East, along the line between Units 24 and 25 of the United States Farm Security Administration, 232.83 feet to a $5/8$ inch iron rod on the centerline of the County Road right of way; thence North $64^{\circ}06'09''$ East, along said road right of way centerline, 135.07 feet to a 1 inch iron pipe; thence South $89^{\circ}44'19''$ East, along said road right of way centerline, 118.44 feet; thence South $00^{\circ}30'00''$ West 20.00 feet to a $5/8$ inch iron rod; thence South $00^{\circ}30'00''$ West 273.35 feet to a $5/8$ inch iron rod; thence North $89^{\circ}30'00''$ West 202.63 feet to the point of beginning.

12/11/06
J06-36D1

DEC 20 2006

617294

NEWHOUSE
40' EASEMENT ALONG WEST LINE

An easement, 40 feet in width, for ingress and egress, and underground pipelines, over and across the following described land:

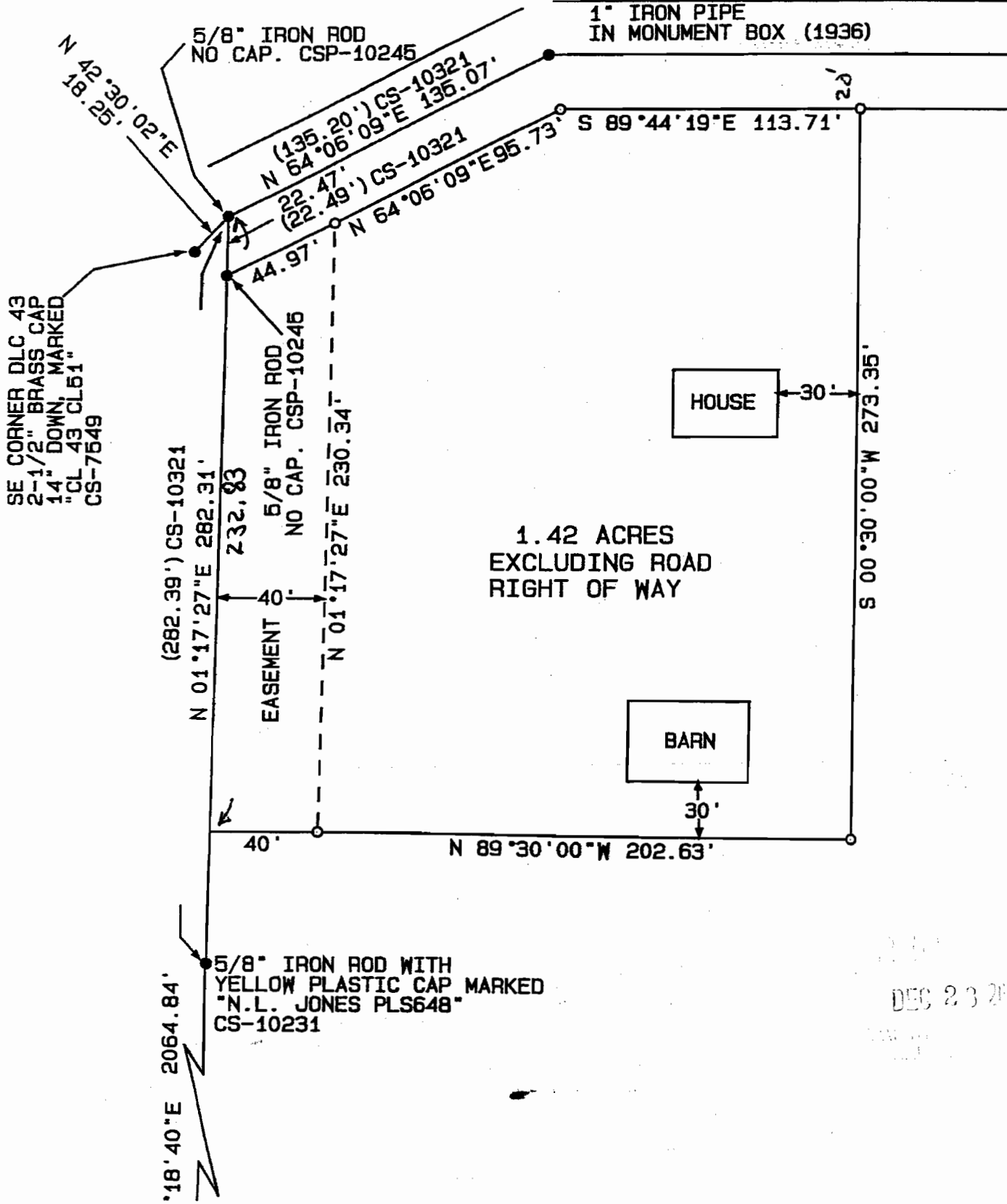
A part of a tract of land situate in Section 8, Township 5 South, Range 3 West of the Willamette Meridian in the John H. Thessing Donation Land Claim No. 51, Notification No. 1643, conveyed to the United States by B.A. Felton by deed recorded January 5, 1937, in Book 112, Page 126 of the Deed records of Yamhill County, Oregon, said part being more particularly described as follows, to wit:

Beginning at a 5/8 inch iron rod that is 224.66 feet South $12^{\circ}05'54''$ East from the Southeast corner of the Kimsey Donation Land Claim No. 43, also an angle corner on the West line of the Thessing Donation Land Claim No. 51; thence North $89^{\circ}30'00''$ West 40.00 feet to the East line of the United States Farm Security Administration Unit No. 24; thence North $01^{\circ}17'27''$ East, along the line between Units 24 and 25 of the United States Farm Security Administration, 232.83 feet to a 5/8 inch iron rod on the centerline of the County Road right of way; thence North $64^{\circ}06'09''$ East, along said road right of way centerline, 44.97 feet; thence South $01^{\circ}17'27''$ West 22.47 feet to a 5/8 inch iron rod; thence South $01^{\circ}17'27''$ West 230.34 feet to the point of beginning.

12/11/06
J06-36E1

12/11/06

G-17294



DEC 23 2001

G17294

Finnicem

G-17294

TICOR TITLE INSURANCE

REC'D JUL 12 1994

Policy of Title Insurance

American Land
Title Association
Owner's Policy
(10-17-92)

**SUBJECT TO THE EXCLUSIONS FROM
COVERAGE, THE EXCEPTIONS FROM
COVERAGE CONTAINED IN SCHEDULE B
AND THE CONDITIONS AND STIPULA-
TIONS, TICOR TITLE INSURANCE COM-
PANY, a California corporation, herein called**

the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;

2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title.
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until countersigned below by an authorized signatory of the Company.

JUL 23 1994

Issued by:
TICOR TITLE INSURANCE COMPANY
829 N. HWY 99 W
P.O. BOX 267
McMINNVILLE, OREGON 97128
(503) 472-6101

TICOR TITLE INSURANCE COMPANY

By

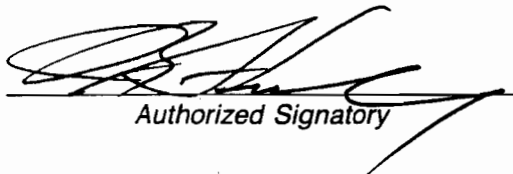


President

Attest



Secretary



Authorized Signatory

TICOR TITLE INSURANCE

SCHEDULE A

AMOUNT: \$190,000.00

DATE: June 20, 1994

PREMIUM: \$675.00

At: 9:35 A.M.

POLICY NUMBER: 74703

1. NAME OF INSURED:

-----GORDON BAILEY-----

REC'D JUL 12 1994

2. THE ESTATE OR INTEREST IN THE LAND WHICH IS COVERED BY THIS POLICY IS:

FEE

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

-----GORDON BAILEY, fee simple estate.-----

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

SEE 'LEGAL DESCRIPTION' ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

REC 20 803

CONTINUED

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

GENERAL EXCEPTIONS:

REC'D JUL 12 1994

1. a. 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.
b. 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. a. Easements, liens, encumbrances, interests or claims thereof which are not shown by any public records.
b. Any 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 hereof.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
4. a. Unpatented mining claims;
b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
c. Water rights, claims or title to water;
whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
5. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.

7. This policy does not include a search for financing statements covering crops filed in the Office of the Secretary of State, and no liability is assumed on account thereof.
8. Rights of the public in streets, roads and highways.
9. Reservations, exceptions, and easements as shown by Deed from United States of America, recorded June 2, 1944 in Book 124, Page 435, Deed Records, Yamhill

DEC 23 2000

CONTINUED

 **TICOR TITLE INSURANCE**
County, Oregon.

74703

10. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Palmer Creek Water District Improvement Company Irrigation District.-----

REG'D JUL 12 1994

DEC 28 1993

CONTINUED

LEGAL DESCRIPTION

-----A part of the tract of land situated in Section 8, Township 5 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, in the John H. Thessing Donation Land Claim No. 51, Notification No. 1643, conveyed to the United States by B.A. Felton, by Deed recorded January 5, 1937, in Book 112, Page 126, of the Deed Records of Yamhill County, Oregon, said part being more particularly described as follows, to-wit:

Beginning at a point marked by a two (2) inch iron pipe on the South line of the John H. Thessing Donation Land Claim from which point the Southwest corner of said Claim is North 89°56'01" West 970.38 feet as measured along the claim line; thence South 89°56'01" East 980.62 feet along said Claim line to a point marked by a 3/4 inch iron pipe; thence North 00°51'58" East 2346.98 feet along the line common with United States Farm Security Administration Farm Unit No. 25 to a point marked by a 3/4 inch iron pipe; thence South 63°40'04" West 25.50 feet along the line common with the C.A. Warner property to a point marked by a 3/4 inch iron pipe; thence North 86°48'02" West 862.00 feet along the line common with the C.A. Warner property, and also the center line of the County Road to a point marked by a 3/4 inch iron pipe; thence South 3°11'06" West 2386.05 feet along the line common with the B.A. Felton property to the point of beginning. -----

REC'D JUL 12 1994

DEC 20 1993

This map is made solely for the purpose of assisting in locating said premises and the company assumes no liability for variations if any in dimensions or location ascertained by actual survey.

CRICK CREEK

1200 WEST 42220

1300 6011 E

1400

1500

1600

8.3

REC'D JUL 12 1934

DEC 20 1933

G17294

200 28.74' E

3 E. Car. Along Kinsey D.L.C.

(469)

589°48'0"W

827.83'

74.30' E

1600

N 89° 28' E 31.5650' E

30.40' E

KIMSEY

30.40' E

18.25'

18.25'

18.25'

18.25'

18.25'

18.25'

18.25'

18.25'

18.25'

18.25'

NE CORNER JOBELL D.L.C.

1 ALDERMAN

588°04' E

597'

588°04' E

588°04' E

588°04' E

588°04' E

588°04' E

588°04' E

588°04' E

1734.8

51°30' W 69575

57°11' W 533'

53°11'06" W 2326.05'

43.50' E 589°56'01" E

43.50' E

43.50' E

43.50' E

43.50' E

WEST 42220

1734.8

51°30' W 69575

57°11' W 533'

53°11'06" W 2326.05'

43.50' E 589°56'01" E

43.50' E

43.50' E

1300 6011 E

1200

1400

1500

1600

1700

1800

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1300 6011 E

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1300 6011 E

1200

1400

1500

1600

1700

1800

1900

NW CORNER A. GAINES D.L.C.

Ely S.E. Corner JOBELL D.L.C.

SW corner Kinsey D.L.C.

2594' 39.305' E

1205.4' 81.0142' W A.L.C. N

1205.4'

1205.4'

1205.4'

1205.4'

KIMSEY

land sold off

October 25, 1994

Adjusted Description for CARLTON PLANTS, boundary move, to satisfy requirements of County Planning.

Part of Farm Unit No. 24 of U. S. Resettlement Administration Yamhill Farms, described as follows: Commencing at the Northwest corner of said Unit 24, being an iron pipe set in the center of County Road No. 469, at a point being also S 1° 19' 00" W 329.09 feet and S 86° 17' 44" E 1324.44 feet from the Northeast corner of the John Odell Donation Land Claim No. 45 in Section 8, Township 5 South, Range 3 West, W.M., Yamhill County, Oregon; thence S 86° 48' 02" E along the north line of said Unit 24, a distance of 654.86 feet to the Point of Beginning; thence S 86° 48' 02" E 207.42 feet to an iron pipe marking an angle point in old road bed, and being an angle point on the north boundary of said Unit 24; thence N 63° 40' 04" E 25.46 feet to an iron pipe in said old road bed, and being the northeast corner of said Unit 24; thence S 00° 51' 58" W along the east line of said Unit 24, a distance of 275.39 feet to an iron pipe; thence continuing S 00° 51' 58" W 7.00 feet; thence N 87° 28' 04" W 230.00 feet; thence N 00° 52' 05" E 272.51 feet to said point of beginning, and containing 1.43 acres.

Norris Jones, Surveyor
1405 Birch St., McMinnville, OR 97128

NJ
Oreg. P.L.S. #648

OCT 23 1994

G-17294