

Application for a Permit to Use Surface Water



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

Water-Use Permit Application Processing

1. Completeness Determination

The Department evaluates whether the application and accompanying map contain all of the information required under OAR 690-310-0040 and OAR 690-310-0050 (www.oregon.gov/owrd/law.oar). The Department also determines whether the proposed use is prohibited by statute. If the Department determines that the application is incomplete, all fees have not been paid, or the use is prohibited by statute, the application and all fees submitted are returned to the applicant.

2. Initial Review

The Department reviews the application to determine whether water is available during the period requested, whether the proposed use is restricted or limited by rule or statute, and whether other issues may preclude approval of or restrict the proposed use. An Initial Review (IR) containing preliminary determinations is mailed to the applicant. The applicant has 14 days from the mailing date to withdraw the application from further processing and receive a refund of all fees paid minus \$200. The applicant may put the application on hold for up to 180 days and may request additional time if necessary.

3. Public Notice

Within 7 days of the mailing of the initial review, the Department gives public notice of the application in the weekly notice published by the Department at www.oregon.gov/owrd. The public comment period is 30 days from publication in the weekly notice.

4. Proposed Final Order Issued

The Department reviews any comments received, including comments from other state agencies related to the protection of sensitive, threatened or endangered fish species. Within 60 days of completion of the IR, the Department issues a Proposed Final Order (PFO) explaining the proposed decision to deny or approve the application. A PFO proposing approval of an application will include a draft permit, and may request additional information or outstanding fees required prior to permit issuance.

5. Public Notice

Within 7 days of issuing the PFO, the Department gives public notice in the weekly notice. Notice includes information about the application and the PFO. Protest must be received by the Department within 45 days after publication of the PFO in the weekly notice. Anyone may file a protest. The protest filing fee is \$350.00 for the applicant and \$700.00 for non-applicants. Protests are filed on approximately 10% of Proposed Final Orders. If a protest is filed the Department will attempt to settle the protest but will schedule a contested case hearing if necessary.

6. Final Order Issued

If no protests are filed, the Department can issue a Final Order within 60 days of the close of the period for receiving protest. If the application is approved, a permit is issued. The permit specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

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Hazenberg Dairy-Surface Water (Stored BOR Water) Application
(Form Revised 2/1/2012)
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WATER RESOURCES DEPT
SALEM, OREGON

Application for a Permit to Use Surface Water



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

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME HAZENBERG DAIRY ATTN: BRAD HAZENBERG		PHONE (HM)	
PHONE (WK) 503-805-2342	CELL		FAX
ADDRESS 5828 CHAMPOEG ROAD NE			
CITY ST. PAUL	STATE OR	ZIP 97137	E-MAIL * HAZENBERG@STPAULTEL.COM

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

AGENT / BUSINESS NAME JIM SCHUETTE-JMS ENGINEERING		PHONE 503-559-1146	FAX
ADDRESS 3000 MARKET ST NE, SUITE #426			CELL 503-559-1146
CITY SALEM	STATE OR	ZIP 97301	E-MAIL * JMSENGINEERING@QWESTOFFICE.NET

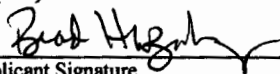
Note: Attach multiple copies as needed

* By providing an e-mail address, consent is given to receive all correspondence from the department electronically. (paper copies of the final order documents will also be mailed.)

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application packet.
- I cannot legally use water until the Water Resources Department issues a permit to me.
- The Department encourages all applicants to wait for a permit to be issued before beginning construction of any proposed diversion. Acceptance of this application does not guarantee a permit will be issued.
- If I begin construction prior to the issuance of a permit, I assume all risks associated with my actions.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water right holders to get water to which they are entitled.

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


Applicant Signature

Brad Hazenberg
Print Name and title if applicable

8/14/14
Date

Applicant Signature

Print Name and title if applicable

Date

App. No. S-8004	For Department Use Permit No. _____	Date _____
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SECTION 2: PROPERTY OWNERSHIP

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

Yes

There are no encumbrances.

This land is encumbered by easements, rights of way, roads or other encumbrances.

No

I have a recorded easement or written authorization permitting access.

I do not currently have written authorization or easement permitting access.

Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigation and/or domestic use only (ORS 274.040).

Water is to be diverted, conveyed, and/or used only on federal lands.

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

N/A

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.

SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into. If unnamed, say so: **Stored Water**

Source 1: Willamette River Basin Project Contract #149E101837 Tributary to: Willamette River

If any source listed above is stored water that is authorized under a water right permit, certificate, or decree, attach a copy of the document or list the document number (for decrees, list the volume, page and/or decree name).

(See Attached BOR Contract)

B. Applications to Use Stored Water

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

Yes.

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

If *all* sources listed in item 3A are stored water, the Department will review your application using the expedited process provided in ORS 537.147, unless you check the box below. Please see the instruction booklet for more information.

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By checking this box, you are requesting that the Department process your application under the standard process outlined in ORS 537.150 and 537.153, rather than the expedited process provided by ORS 537.147. To file an application under the standard process, you must enclose the following:

- A copy of a signed non-expired contract or other agreement with the owner of the reservoir (if not you) to impound the volume of water you propose to use in this application.
- A copy of your written agreement with the party (if any) delivering the water from the reservoir to you.

SECTION 4: WATER USE

Provide the amount of water you propose to use from each source, for each use, in cubic feet-per-second (cfs) or gallons-per-minute (gpm). If the proposed use is from storage, provide the amount in acre-feet (af):
(1 cfs equals 448.8 gpm. 1 acre-foot equals 325,851 gallons or 43,560 cubic feet)

SOURCE	USE	PERIOD OF USE	AMOUNT
Willamette River Basin Project	Irrigation	March 1 to October 1	400 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af

For irrigation use only:

Please indicate the number of primary and supplemental acres to be irrigated.

Primary: 14.4 Acres Supplemental: 464.4 Acres

List the Permit or Certificate number of the underlying primary water right(s): **15470; 22975; 23850; 35500**
43509; 44216; 89298

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 400

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

SECTION 5: WATER MANAGEMENT

A. Diversion and Conveyance

What equipment will you use to pump water from your source?

Pump (give horsepower and type): 60 HP Turbine

Other means (describe): _____

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Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water.

Turbine pump to be placed in a steel casing that will extend out into an eddy at the side of the river. An ODFW approved fish screen will be placed at the end of the pump intake. Water to be conveyed thru a 6" and 8" buried main line to where irrigation water is needed. will take place by big guns, wheel-lines or sprinkler heads, depending upon type of crop being irrigated.

B. Application Method

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

Irrigation water to be applied thru big guns, wheel-lines or sprinkler heads, depending upon the type of crop being irrigated.

C. Conservation

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

Irrigation will only take place when needed and only the amount water needed will be applied. The moisture requirements will be monitored closely so excess irrigation is minimized.

SECTION 6: RESOURCE PROTECTION

In granting permission to use water from a stream or lake, the state encourages, and in some instances requires, careful control of activities that may affect the waterway or streamside area. See instruction guide for a list of possible permit requirements from other agencies. Please indicate any of the practices you plan to undertake to protect water resources.

- Diversion will be screened to prevent uptake of fish and other aquatic life.
Describe planned actions: **An ODFW approved fish screen will be installed on the pump intake**
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: **Any disturbed areas will be seeded to re-establish vegetation growth. Erosion devices will be installed until the vegetation has matured.**
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: **It is intended that the intake will be placed in an eddy along the river shoreline to minimize disturbance within the river proper.**
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: **Erosion devices will be placed where necessary during construction.**

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SECTION 7: PROJECT SCHEDULE

Date construction will begin: Summer 2014

Date construction will be completed: Spring 2017

Date beneficial water use will begin: Spring 2015

SECTION 8: WITHIN A DISTRICT

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

Irrigation District Name	Address	
City	State	Zip

SECTION 9: REMARKS

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

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Hazenberg Dairy-Surface Water (Stored BOR Water) Application
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Land Use Information Form



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

Applicant(s): Hazenberg Dairy

Mailing Address: 5828 Champoeg Rd NE

City: St. Paul State: Oregon Zip Code: 97137 Daytime Phone: _____

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:
3S	2W	31	NW1/4 NE1/4 NE1/4 NE 1/4	TL 100 TL 400	EFD	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	_____
"	"	32	NW 1/4 NE 1/4 SE 1/4	TL 400 TL 500 TL 1300 TL 1400 TL 1600	" "	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	_____
"	"	33	SW 1/4	TL 500 TL 1600	" "	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	_____
4S	2W	5	E 1/2	TL 100 TL 300 TL 1300 TL 1400	" "	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	_____
"	"	4	SW1/4 SW1/4	TL 100 TL 300	" "	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	_____
"	"	8	NE1/4 NE1/4	TL 100 TL 300	" "	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	_____
"	"	9	NW1/4 NW1/4	TL 100 TL 300	" "	<input checked="" type="checkbox"/> Diverted	<input checked="" type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	_____

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

Marion 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
 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) Stored Water from Willamette River

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 _____

Briefly describe:

The applicant has contracted for stored water from the BOR-to be obtained from the Willamette River-and will be used for supplemental irrigation over existing ground water rights.

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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 the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): MCC 17.136
- 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: LISA MILLIMAN Title: ASSOCIATE PLANNER
 Signature: Lisa Milliman Phone: 503 588 5038 Date: 8/13/14
 Government Entity: MARION COUNTY

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



Receipt for Request for Land Use Information

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



United States Department of the Interior

COPY

BUREAU OF RECLAMATION
Pacific Northwest Regional Office
1150 North Curtis Road, Suite 100
Boise, ID 83706-1234

IN REPLY REFER TO:

PN-3324
WTR-4.00

APR 11 2014

Hazenberg Dairy
Attn: Mr. Brad Hazenberg
5828 Champoeg Road NE
St. Paul, OR 97137

Subject: Water Service Contract No. 149E101837, Willamette River Basin Project, Oregon

Dear Mr. Hazenberg:

Enclosed for your records is a fully executed copy of the subject contract that provides Hazenberg Dairy with irrigation use of up to 400 acre-feet of stored water from the Willamette River Basin Project for use on a total of 478.8 acres beginning with the 2014 irrigation season.

Please note that if less water is used during any irrigation season, information on the amount delivered must be received in writing by this office no later than December 1 of the subject season, to receive a credit as set forth in Article 6 of the contract.

If you have any questions, please contact Mr. Bill Parks at the above address, or telephone 208-378-5344.

Sincerely,

Ryan M. Patterson
Program Manager
Repayment and Acreage Limitation

Enclosure

cc: Water Rights Division
Oregon Water Resources Dept.
725 Summer Street NE, Suite A
Salem, OR 97301-1271

JMS Engineering
Attn: Mr. Jim Schuette
3000 Market Street NE, Ste. 426
Salem, OR 97301
(w/copy of encl)

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WATER RESOURCES DEPT
SALEM, OREGON

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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WATER RESOURCES DEPT
SALEM, OREGON

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 11th day of April, 2014, pursuant to section 9(e) of the Act of August 4, 1939 (53 Stat. 1187), and section 8 of the Act of December 22, 1944 (58 Stat. 887, 891), (which acts are commonly known and referred to as the Reclamation Laws), the Flood Control Act of 1938 (52 Stat. 1222), and the Flood Control Act of 1950 (64 Stat. 170), between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and **Hazenberg Dairy**, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

EXPLANATORY RECITALS

2. WHEREAS, The United States has constructed and operates a system of multipurpose reservoirs in the Willamette River Basin, Oregon, herein styled the Willamette River Basin Project, from which there is a flow of stored water that can be used for irrigation of land and other beneficial uses, which flow, as it has been developed or as it will be augmented, was appropriated by the United States pursuant to the laws of Oregon for beneficial use under the Federal Reclamation Laws; and

3. WHEREAS, Reclamation has met all environmental compliance requirements for the execution of this contract through preparation and issuance of Categorical Exclusion Checklist,

2014-CCAO-22C, approved on March 17, 2014.

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4. WHEREAS, the Contractor owns or serves land hereinafter described, for which a water supply is desired to be secured from the United States;

NOW, THEREFORE, in consideration of the premises and payments by the Contractor to the United States in the manner hereinafter provided, it is agreed:

LANDS FOR WHICH WATER IS DIVERTED: LIMITATIONS ON RELEASES

5. Upon completion of an assessment and corresponding finding that the fish screen at the diversion described in subarticle 9(b) of this contract is in compliance with National Marine Fisheries Service Criteria, for a period not to exceed 40 years from the date first above written, the United States shall release each year to the Contractor during the irrigation season from March 1 to October 31, inclusive; stored water from the Willamette River Basin Project for the irrigation of land owned or served by the Contractor as described as follows:

- 5.4 acres, NW1/4 NE1/4, Section 31, T. 3 S., R. 2 W., W.M.
- 31.4 acres, NE1/4 NE1/4, Section 31, T. 3 S., R. 2 W., W.M.
- 33.5 acres, NW1/4 NW1/4, Section 32, T. 3 S., R. 2 W., W.M.
- 11.5 acres, NW1/4 NE1/4, Section 32, T. 3 S., R. 2 W., W.M.
- 17.5 acres, SW1/4 NE1/4, Section 32, T. 3 S., R. 2 W., W.M.
- 1.9 acres, SE1/4 NE1/4, Section 32, T. 3 S., R. 2 W., W.M.
- 28.8 acres, NW1/4 SE1/4, Section 32, T. 3 S., R. 2 W., W.M.
- 31.4 acres, NE1/4 SE1/4, Section 32, T. 3 S., R. 2 W., W.M.
- 11.4 acres, SW1/4 SE1/4, Section 32, T. 3 S., R. 2 W., W.M.
- 37.2 acres, SE1/4 SE1/4, Section 32, T. 3 S., R. 2 W., W.M.
- 9.6 acres, NW1/4 SW1/4, Section 33, T. 3 S., R. 4 W., W.M.
- 21.0 acres, SW1/4 SW1/4, Section 33, T. 3 S., R. 4 W., W.M.
- 7.8 acres, SW1/4 SW1/4, Section 4, T. 4 S., R. 4 W., W.M.
- 1.9 acres, NW1/4 NE1/4, Section 5, T. 4 S., R. 4 W., W.M.
- 31.9 acres, NE1/4 NE1/4, Section 5, T. 4 S., R. 4 W., W.M.
- 12.8 acres, SW1/4 NE1/4, Section 5, T. 4 S., R. 4 W., W.M.
- 38.9 acres, SE1/4 NE1/4, Section 5, T. 4 S., R. 4 W., W.M.
- 13.6 acres, NW1/4 SE1/4, Section 5, T. 4 S., R. 4 W., W.M.
- 33.7 acres, NE1/4 SE1/4, Section 5, T. 4 S., R. 4 W., W.M.
- 13.4 acres, SW1/4 SE1/4, Section 5, T. 4 S., R. 4 W., W.M.
- 39.8 acres, SE1/4 SE1/4, Section 5, T. 4 S., R. 4 W., W.M.
- 26.6 acres, NE1/4 NE1/4, Section 8, T. 4 S., R. 4 W., W.M.
- 17.8 acres, NW1/4 NW1/4, Section 9, T. 4 S., R. 2 W., W.M.

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SALEM, OREGON

Of the land described, not more than 478.8 acres are to be irrigated. The amount of stored water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage in the irrigation of the land above described, but not to exceed a maximum diversion of 400 acre-feet of stored water annually, measured at the point of delivery of said water.

PAYMENTS FOR WATER

6. (a) An annual payment of \$3,200 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$3,200 will be due on or before March 1 of each succeeding irrigation season in advance of water use. This payment will entitle the Contractor to receive up to a maximum of 400 acre-feet of stored water for irrigation of the lands described above. The Contracting Officer will consider adjusting the water service payment downward based on information received from the Contractor, the State of Oregon, or other reliable sources as to the actual amount of stored water diverted each month by the Contractor during the irrigation season and on other factors in addition to the amount of stored water actually released, as deemed appropriate by the Contracting Officer. Any such adjustment will be determined and subtracted from the payment for the next year, or refunded if the contract is no longer in effect, by the Contracting Officer; Provided, that in order for an adjustment to be made, information on the amounts of stored water diverted each month must be received in writing by the Contracting Officer by December 1 of that year.

(b) The annual payment set forth in (a) above is based on an initial rate of \$ 8 per acre-foot of stored water; Provided, that such annual payment shall at a minimum be the greater of either the product of \$ 2 multiplied by the number of acres described in Article 5 of this contract or \$50. From time to time, but not less often than once every 5 years, the rate per acre-foot of stored water and the minimum payment shall be reviewed by the Contracting Officer and revised, if necessary, by the Contracting Officer for the irrigation water marketing program of the Willamette

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River Basin Project. Any revision by the Contracting Officer will apply only to future payments and shall be announced by written notice to the Contractor at least 3 months prior to the beginning of the irrigation season to which the new rate would be applicable.

(c) All payments from the Contractor to the United States under this contract shall be made by the medium requested by the United States. The required medium of payment may include checks, wire transfers, or other types of payment specified by the United States. Except when otherwise specified by the United States, all payments shall be made by check.

(d) Upon execution of the contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

(e) Payments required hereunder shall be made to the Bureau of Reclamation at the location described in Article 17 of this contract.

CONTRACT ADMINISTRATION FEES

7. The Contractor shall incur a fee for all future contract and inspection actions, including but not limited to new contracts, contract amendments, supplements, assignments and inspection of Contractor diversions. Prior to any future action and/or inspection, the fee will be determined by the Contracting Officer and shall be sufficient to cover such costs incurred by the United States and cost of contractors of the United States in the performance of the above activities.

CHARGES FOR DELINQUENT PAYMENTS

8. (a) The Contractor shall be subject to interest and administrative and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the payment is

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delinquent beyond the due date, based on the remaining balance of the payment due, at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments or the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

RELEASE OF WATER

9. (a) Upon payment of the charges specified in Article 6 above and completion of the fish screen assessment activities identified in Article 5 above, the United States will release water from the Willamette River Basin Project pursuant to this contract. No water shall be released if the Contractor is delinquent in payment of the required annual payments or fish screen requirements are not met.

(b) Water diverted pursuant to this contract shall be measured at the following point(s) of diversion in accordance with Oregon State law:

660 feet south and 1,300 feet west of northeast corner of Section 32,
T. 3 S., R. 2 W., W.M.

The Contractor shall be wholly responsible for securing said water at that point and diverting, conveying, and utilizing it. Water so diverted shall be measured by means of measuring and controlling devices satisfactory to the Contracting Officer. Such devices shall be furnished, installed, maintained and/or modified as necessary by and at the expense of the Contractor, but they shall be and remain at all times available for reading and monitoring by the United States or an appropriate State-appointed watermaster whose representative may at all times have access to them over any lands of the Contractor. All losses of water from seepage, evaporation, or other cause, below said point of measurement, shall be borne by the Contractor.

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(c) The Contractor shall, to the extent practicable, submit to the Contracting Officer an advance schedule as to the time of water diversions. Changes in such schedule may be made only upon sufficient advance notice to the Contracting Officer to allow him/her to adjust releases to meet the new schedules. The Contractor shall be required to conform its diversions and releases to the control of the stream as established by the watermaster and/or the United States.

(d) The Contractor hereby acknowledges Reclamation's authority to conduct periodic contract compliance reviews in accordance with Reclamation Manual Policy, *Periodic Review of Water Deliveries with Respect to Contract Terms* (WTR P08), and Reclamation Manual Directives and Standards, *Periodic District Reviews of Water Deliveries with Respect to Contract Terms – Processing for Resolving Unauthorized Use* (WTR 08-01).

CONSTRAINTS ON THE AVAILABILITY OF WATER (WATER SHORTAGES)

10. In its operation of the Project, the United States will use all reasonable means to guard against a Condition of Shortage in the quantity of water to be made available to the Contractor pursuant to this Contract. In the event the United States determines that a Condition of Shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

If there is a Condition of Shortage because of errors in physical operations of the Project, drought, other physical causes beyond the control of the United States, or actions taken by the Contracting Officer to meet current and future legal obligations, then no liability shall accrue against the United States or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom.

SPECIAL CONDITIONS

11. (a) It is the responsibility of the Contractor to comply with the laws of the State of Oregon regarding the obtaining and perfecting of permits to divert water to the lands described in Article 5. Prior to executing this contract, the Contractor shall secure any easements from the Corps of Engineers which may be required for constructing facilities to divert and convey the stored water and shall provide written verification of such agreements to the Contracting Officer.

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The obligation of the United States to release water under this contract is subject to an operating plan for the Willamette River Basin Project determined in accordance with the laws governing the project and other applicable federal laws, including the Endangered Species Act (ESA).

(b) In the event the Contractor is not now a member of an irrigation district, water supply company, or other water user organization, this contract shall be terminated and water service hereunder shall cease when stored water is made available to the lands described in Article 5 by such an organization to serve these and other lands presently irrigated or planned for irrigation in future years from the Willamette River Basin Project.

(c) In the interests of conservation and protection of environmental resources, from time to time, but not less often than once every 5 years or when requested in writing by either the U.S. Fish and Wildlife Service or the National Marine Fisheries Service (NMFS), this contract shall be reviewed by the Contracting Officer. The terms and conditions of this contract, including the amount of stored water provided hereunder, may be modified or the contract terminated as determined by the Contracting Officer, to avoid or minimize impacts to species and/or critical habitat that are proposed, listed, or designated under the ESA, or to other valuable natural resources. Any termination of or modification to the contract by the Contracting Officer shall be announced by written notice to the Contractor.

(d) At the Contractor's point of diversion, fish screen(s) and/or fish passage structure(s), approved by NMFS or its designee, shall be installed, operated, and maintained in good operating condition by and at the expense of the Contractor, but shall remain at all times available for inspection by the United States and the State of Oregon, whose representatives may at all times have access to them over any lands of the Contractor. Provided; as a condition of the continued release of water, every five to seven years, the Contractor must re-confirm that their diversion(s) are still in conformance with NMFS design guidelines. Provided further; in the event

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that requirements for fish passage structures and/or fish screening are changed by either the State or Federal fisheries agencies after initial compliant installation by the Contractor, the Contractor shall bring its diversion into compliance with the new requirements within a timeframe established by the Contracting Officer or the applicable State and Federal fisheries agency.

TERM OF CONTRACT

12. This contract shall become effective as of the date first above written and will continue in effect for a period of 40 years unless sooner terminated in accordance with the provisions of Article 13 or by agreement of the parties hereto: Provided; that upon expiration of the 40-year term, renewals may be made by the Secretary of the Interior for successive periods not to exceed 40 years and under terms and conditions mutually agreeable to the parties hereto: Provided further; that the terms and conditions of each renewal shall be negotiated in light of circumstances prevailing at the time of renewal and agreed upon not later than 1 year prior to the expiration of the then existing contract.

TERMINATION OF CONTRACT

13. (a) This contract becomes operable upon completion of the fish screen assessment activities as identified in Article 5 above. The United States may terminate this contract and water service hereunder shall cease if the Contractor is delinquent in payment of the water service payment for a period of 90 days or upon failure of the Contractor to abide by the terms and conditions of this Contract, or by any notice, order, rule, or regulation of the United States or the State of Oregon now or hereafter established affecting water service hereunder.

(b) The United States may terminate this contract and water service hereunder shall cease if a decision is reached by a Court of competent jurisdiction requiring termination of water delivery under this contract.

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(c) Water service hereunder may cease, in whole or in part, if the contract water source becomes unavailable as required by, or due to the application of, federal law, including but not limited to, the Endangered Species Act.

HOLD HARMLESS AND INDEMNIFICATION

14. To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the United States and Reclamation, and their officers, employees, and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any character (hereinafter collectively referred to as "claims") that result from, arise out of, or relate to the quality or quantity of water released pursuant to this contract, including but not limited to claims by patrons or others in privity with the Contractor related to the settlement or adverse results of litigation brought against the United States or Reclamation by third parties. The Contractor does not agree to indemnify the United States for any damages arising from intentional torts or malicious actions committed by employees of the United States.

TITLE TO PROJECT WORKS

15. Title to all of the Willamette River Basin Project and associated works shall be and remain in the United States until otherwise provided for by the Congress.

DISCLAIMER

16. No provision of this contract, nor the release of water hereunder, shall confer on the Contractor a permanent water right. Because of possible fluctuations in reservoir surface elevations and downstream flows associated with the Willamette River Basin Project, the United States does not guarantee the availability of water at the point of the Contractor's diversion facilities as they may now be constructed or constructed hereafter. The United States assumes no responsibility or liability for any taking of endangered or threatened species at the Contractor's point(s) of diversion arising from the Contractor's diversion and use of water released under this contract.

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Further, the United States shall not be liable for any acts or omissions of the Contractor or its agents or of persons for whom water is released.

NOTICES

17. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Program Manager, Repayment and Acreage Limitation, Pacific Northwest Region, Bureau of Reclamation, 1150 N. Curtis Road, Suite 100, Boise, ID 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Hazenberg Dairy, 5828 Champoeg Road NE, St. Paul, OR 97137. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

GENERAL PROVISIONS

18. The general provisions applicable to this contract are listed below. The full text of these general provisions is attached as Exhibit A and is hereby made a part of this contract.

- a. CHARGES FOR DELINQUENT PAYMENTS
- b. GENERAL OBLIGATION—BENEFITS CONDITIONED UPON PAYMENT
- c. CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS
- d. OFFICIALS NOT TO BENEFIT
- e. CHANGES IN CONTRACTORS ORGANIZATION
- f. ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED
- g. BOOKS, RECORDS, AND REPORTS
- h. COMPLIANCE WITH FEDERAL RECLAMATION LAWS
- i. PROTECTION OF WATER AND AIR QUALITY
- j. WATER CONSERVATION
- k. EQUAL EMPLOYMENT OPPORTUNITY
- l. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS
- m. PRIVACY ACT COMPLIANCE
- n. MEDIUM FOR TRANSMITTING PAYMENTS
- o. CONTRACT DRAFTING CONSIDERATIONS

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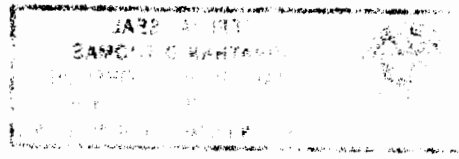
WATER RESOURCES DEPT
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IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

HAZENBERG DAIRY

By: Brad Hazenberg owner
Signature and Title

Attest:
By: Lisa M. Hazenberg
Signature and Title



UNITED STATES OF AMERICA

By: Ryan Patterson
Program Manager
Repayment and Acreage Limitation
PN Region
Bureau of Reclamation
1150 N. Curtis Road, Suite 100
Boise, ID 83706-1234

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GENERAL PROVISIONS --- WILLAMETTE BASIN PROJECT

CHARGES FOR DELINQUENT PAYMENTS

(a). (1) The Contractor shall subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, in addition to the interest charge, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, in addition to the interest and administrative charges, the Contractor shall pay a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(2) The interest charge rate shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments or the interest rate of 0.5 percent per month. The interest charge rate will be determined as of the due date and remain fixed for the duration of the delinquent period.

(3) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

(b). (1) The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(2) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

(c). The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

(d). No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

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CHANGES IN CONTRACTOR'S ORGANIZATION

(e). While this contract is in effect, no change may be made in the Contractor's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATION

(f). The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

BOOKS, RECORDS, AND REPORTS

(g). The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

(h). The parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this contract is subject to Federal reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa et seq.), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

PROTECTION OF WATER AND AIR QUALITY

(i). (1) Project facilities used to make available and deliver water to the Contractor shall be operated and maintained in the most practical manner to maintain the quality of the water at the highest level possible as determined by the Contracting Officer: Provided, That the United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(2) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Oregon and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within the Contractor's Project Water Service Area.

(3) This article shall not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

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WATER CONSERVATION

(j). Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this contract, the Contractor shall develop a water conservation plan, as required by Section 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

EQUAL EMPLOYMENT OPPORTUNITY

(k). During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, disability, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended (EO 11246), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of EO 11246, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by EO 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in EO 11246, and such other sanctions may be imposed and remedies invoked as provided in EO 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

(l). (1) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.),] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.),]2 and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(2) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(3) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(4) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

PRIVACY ACT COMPLIANCE

(m). (1) The Contractor shall comply with the Privacy Act of 1974 (5 U.S.C. 552a) (Privacy Act) and the Department of the Interior rules and regulations under the Privacy Act (43 CFR 2.45 et seq.) in maintaining landholder certification and reporting records required to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43 C.F.R. § 426.18.

(2) With respect to the application and administration of the criminal penalty provisions of the Privacy Act (5 U.S.C. 552a(i)), the Contractor and the Contractor's employees who are responsible for maintaining the certification and reporting records referenced in (a) above and are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(m).

(3) The Contracting Officer or a designated representative shall provide the Contractor with current copies of the Interior Department Privacy Act regulations and the Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of information contained in the landholders' certification and reporting records.

(4) The Contracting Officer shall designate a full-time employee of the Bureau of Reclamation to be the System Manager responsible for making decisions on denials pursuant to 43 CFR 2.61 and 2.64 and amendment requests pursuant to 43 CFR 2.72. The Contractor is authorized to grant requests by individuals for access to their own records.

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(5) The Contractor shall forward promptly to the System Manager each proposed denial of access under 43 CFR 2.64 and each request for amendment of records filed under 43 CFR 2.71; notify the requester accordingly of such referral; and provide the System Manager with information and records necessary to prepare an appropriate response to the requester. These requirements do not apply to individuals seeking access to their own certification and reporting forms filed with the Contractor pursuant to 43 CFR 426.18 unless the requester elects to cite the Privacy Act as authority for the request.

MEDIUM FOR TRANSMITTING PAYMENTS

(n). (1) All payments from the Contractor to the United States under this contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(2) Upon execution of the contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

CONTRACT DRAFTING CONSIDERATIONS

(o). This Contract has been, negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. Articles 1 through 17 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles.

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Hazenberg Dairy Surface (BOR) Water

	T4S, R2W-Sec 9	T4S, R2W-Sec				
NW NW	DLC 38 17.8					
NE NW						
SW NW						
SE NW						
NW NE						
NE NE						
SW NE						
SE NE						
NW SW						
NE SW						
SW SW						
SE SW						
NW SE						
NE SE						
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SE SE						

17.8

0.0

0.0

0.0

0.0

Total Acreage-Page 2: 17.8

Total Acreage-Pages 1 + 2: 478.8

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STATE OF OREGON
COUNTY OF MARION

CERTIFICATE OF WATER RIGHT

This Is to Certify, That WALTER J. GEARIN

of Times Building, Portland, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Willamette River a tributary of Columbia River for the purpose of irrigation under Permit No. 15055 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from August 19, 1941

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.19 cubic foot per second,

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 32, Township 3 South, Range 2 West, W. M.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

11.5 acres in NW $\frac{1}{4}$ NE $\frac{1}{4}$,
3.5 acres in SW $\frac{1}{4}$ NE $\frac{1}{4}$,
Section 32,

T. 3 S., R. 2 W., W.M.

as projected on Etienne Lucier D.L.C. 65

Land on which water is to be used is a part of the property more explicitly described by appraiser as follows: beginning 13.46 chains N 45° E. 1.11 chains N 65° 9' W and 4.10 chains N 45° W from the N.E. corner of the George Aplin D.L.C. in T 3 S. R. 2 W. of the Willamette Meridian in Marion County, Oregon; thence N 44° 20' W along the center line of the county road 9.94 chains; thence N 45° E 25 chains to an iron rod on the bank of the Willamette river from which a 33 inch maple bears N 52° W 16.3 links; thence down said river following the meanders of the same about 11.00 chains to a yaw post from which an 18 inch balm bears N 23° W 24 links and a 36 inch balm bears S 26° E 50 links; thence S 45° W 20.93 chains to the point of beginning; containing 22.83 acres of land more or less in the Etienne Lucier D.L.C. in T 3 S.R. 2 W Marion County, Oregon.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed

this 15th day of July, 1948

CHAS. E. STRICKLIN

State Engineer

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SALEM OREGON

Recorded in State Record of Water Right Certificates, Volume 13, page 15470

S-88004

STATE OF OREGON

COUNTY OF MARION

CERTIFICATE OF WATER RIGHT

This Is to Certify, That MARGARET HILLER SPROGIS

of Star Route, Box 10, Newberg, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Skookum Lake a tributary of Willamette River for the purpose of irrigation & supplemental irrigation under Permit No. 22856 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from March 11, 1954

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 1.84 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ & NW $\frac{1}{4}$ SE $\frac{1}{4}$, as projected within Aplin DLC #64, Section 32, Township 3 South, Range 2 West, W. M.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

<u>Supplemental</u>	<u>Primary</u>	
16.7	1.8	acres in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, as projected within E. Lucier DLC #65
	0.5	acres in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, as projected within E. Lucier DLC #65
9.5		acres in the NE $\frac{1}{4}$ NW $\frac{1}{4}$, as projected within E. Lucier DLC #65
0.3		acres in Lot 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$)
2.8		acres in Lot 5 (SW $\frac{1}{4}$ NW $\frac{1}{4}$)
5.3	4.0	acres in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, as projected within Geo. Aplin DLC #64
13.6		acres in Lot 2 (SE $\frac{1}{4}$ NW $\frac{1}{4}$)
10.4		acres in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, as projected within Geo. Aplin DLC #64
16.0		acres in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, as projected within E. Lucier DLC #65
21.0	3.0	acres in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, as projected within Geo. Aplin DLC #64
0.6		acres in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, as projected within Geo. Aplin DLC #64
15.6	6.6	acres in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, as projected within E. Lucier DLC #65
18.2	1.8	acres in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, as projected within E. Lucier DLC #65

Section 32
Township 3 South, Range 2 West, W. M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

RECEIVED

AUG 19 2014

WITNESS the signature of the State Engineer, affixed

this 12th day of July, 197

LEWIS A. STANLEY

State Engineer

WATER RESOURCES DEPT
SALEM, OREGON

Recorded in State Record of Water Right Certificates, Volume 16, page 22975.

8-28004

STATE OF OREGON
COUNTY OF MARION
CERTIFICATE OF WATER RIGHT

This Is to Certify, That REINHOLD WAEL

of Star Route, Newberg , State of Oregon , has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of unnamed stream & reservoir constructed under Appl. No. R-25925, Per. No. R-1214 a tributary of Willamette River for the purpose of irrigation under Permit No. 20542 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from May 11, 1951.

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.46 cubic foot per second,

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ as projected within P. Waggoner DLC #39, Section 4, Township 4 South, Range 2 West, W.M.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated from direct flow and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year from direct flow and storage from reservoir constructed under Permit No. R-1214,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

- 8.8 acres in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, as projected within E. Lucier DLC #65
Section 32
- 18.4 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, as projected within E. Lucier DLC #65
Section 33
Township 3 South, Range 2 West, W.M.
- 6.0 acres in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, as projected within E. Lucier DLC #40
- 3.2 acres in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, as projected within P. Waggoner DLC #39
Section 4
- 0.1 acres in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, as projected within E. Lucier DLC #40
Section 5
Township 4 South, Range 2 West, W.M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed

this 25th day of April , 1958 .

LEWIS A. STANLEY

State Engineer

Recorded in State Record of Water Right Certificates, Volume 17 , page 23850

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AUG 19 2016

WATER RESOURCES DEPT
SALEM, OREGON

S-08004

STATE OF OREGON
COUNTY OF MARION
CERTIFICATE OF WATER RIGHT

This Is to Certify, That **FRANK AND AFTON ISABELLA SEELY**

of 985 Lillian Way, Sebastipol , State of California, 95472 , has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Skookum Lake

a tributary of an unnamed stream, trib. of Willamette River for the purpose of irrigation of 50.9 acres

under Permit No. 34843 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from January 2, 1970 that the amount of water to which such right is entitled and hereby confirmed. for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.64 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$, as projected within Waggoner DLC 66, Section 32, T. 3 S., R. 2 W., W. M., 1280 feet South and 360 feet East from the NW Corner of Waggoner DLC 66.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year;

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

10.2 acres NW $\frac{1}{4}$ SE $\frac{1}{4}$
11.2 acres SW $\frac{1}{4}$ SE $\frac{1}{4}$
14.0 acres SE $\frac{1}{4}$ SE $\frac{1}{4}$
All projected within Waggoner DLC 66
Section 32
T. 3 S., R. 2 W., W. M.

15.5 acres NE $\frac{1}{4}$ NE $\frac{1}{4}$
As projected within Waggoner DLC 39
Section 5
T. 4 S., R. 2 W., W. M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described, and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. August 30, 1976

.....James E. Saxson.....
Water Resources Director

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AUG 19 2014

**WATER RESOURCES DEPT
SALEM, OREGON**

Recorded in State Record of Water Right Certificates, Volume 35 , page 43509

S-88004

STATE OF OREGON

COUNTY OF

MARION

CERTIFICATE OF WATER RIGHT

This Is to Certify, That **A. D. DORITY, JR.**

of P.O. Box 225, Lake Oswego, State of Oregon, 97034, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Willamette River

a tributary of Columbia River for the purpose of irrigation of 110.0 acres

under Permit No. 36113 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from April 1, 1971 that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 1.4 cubic feet per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the #1-SW $\frac{1}{4}$ NW $\frac{1}{4}$, as projected within Lucier DLC 65, Section 29; #2-Lot 6 (SE $\frac{1}{4}$ SE $\frac{1}{4}$), Section 30; #3-Lot 4 (NW $\frac{1}{4}$ NE $\frac{1}{4}$), Section 31; all within T. 3 S., R. 2 W., W. M., #1-2770 feet North and 230 feet East; #2-390 feet North and 980 feet West; both from the NW Corner of Lot 12, Section 29; #3-1970 feet North and 1660 feet West from the E $\frac{1}{2}$ Corner of Section 31.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 $\frac{1}{2}$ acre feet per acre for each acre irrigated during the irrigation season of each year,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

19.8 acres SW $\frac{1}{4}$ NW $\frac{1}{4}$
 7.4 acres SE $\frac{1}{4}$ NW $\frac{1}{4}$
 39.0 acres NW $\frac{1}{4}$ SW $\frac{1}{4}$
 36.5 acres SW $\frac{1}{4}$ SW $\frac{1}{4}$
 All projected within Lucier DLC 65
 Section 29
 0.2 acre NE $\frac{1}{4}$ NW $\frac{1}{4}$
 7.1 acres NW $\frac{1}{4}$ NW $\frac{1}{4}$
 Both projected within Lucier DLC 65
 Section 32
 T. 3 S., R. 2 W., W. M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described, and is subject to the existing minimum flow policies established by the Water Policy Review Board.

WITNESS the signature of the Water Resources Director, affixed

this date. March 9, 1977

James E. Sexson
 Water Resources Director

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AUG 19 2014

WATER RESOURCES DEPT
 SALEM, OREGON

Recorded in State Record of Water Right Certificates, Volume 36, page 44216

9-88004

STATE OF OREGON
 COUNTY OF MARION
 CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

HAZENBERG DAIRY
 5828 CHAMPOEG RD NE
 ST PAUL OR 97137.

confirms the right to use the waters of THREE WELLS IN WILLAMETTE RIVER BASIN for IRRIGATION of 265.2 ACRES and SUPPLEMENTAL IRRIGATION of 78.3 ACRES.

This right was perfected under Permit G-13343. The date of priority is JANUARY 13, 1997. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed a maximum cumulative total of 3.56 CUBIC FEET PER SECOND (CFS), BEING 3.32 CFS FOR IRRIGATION AND 0.98 CFS FOR SUPPLEMENTAL IRRIGATION measured at the wells.

The period of use is March 1 through October 31.

The wells are located as follows:

Twp	Rng	Mer	Sec	Q-Q	DLC	Measured Distances
4 S	2 W	WM	4	NW NW	39	WELL #1 (MARI 1057) - 1070 FEET SOUTH & 520 FEET EAST FROM NW CORNER, SECTION 4
4 S	2 W	WM	5	SE SE	38	WELL #2 (MARI 1072) - 660 FEET NORTH & 50 FEET WEST FROM SE CORNER, SECTION 5
4 S	2 W	WM	9	NW NW	38	WELL # 3 (MARI 50581) - 330 FEET SOUTH & 1220 FEET EAST FROM NW CORNER, SECTION 9

The amount of water used for irrigation under this right, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second (or its equivalent) 2.5 acre-feet for each acre irrigated during the irrigation season of each year.

A description of the place of use is as follows:

IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
3 S	2 W	WM	32	NE SE	65	11.5
3 S	2 W	WM	32	SW SE	65	0.2
3 S	2 W	WM	32	SE SE	65	16.1
3 S	2 W	WM	33	NW SW	65	9.6
3 S	2 W	WM	33	SW SW	65	5.1

NOTICE OF RIGHT TO PETITION FOR RECONSIDERATION OR JUDICIAL REVIEW

This is an order in other than a contested case. This order is subject to judicial review under ORS 183.484 and ORS 536.075. Any petition for judicial review must be filed within the 60-day time period specified by ORS 183.484(2). Pursuant to ORS 183.484, ORS 536.075 and OAR 137-004-0080, you may petition for judicial review and petition the Director for reconsideration of this order. A petition for reconsideration may be granted or denied by the Director, and if no action is taken within 60 days following the date the petition was filed, the petition shall be deemed denied. In addition, under ORS 537.260 any person with an application, permit or water right certificate subsequent in priority may jointly or severally contest the issuance of the certificate within three months after issuance of the certificate.

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IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
4 S	2 W	WM	4	SW SW	38	7.8
4 S	2 W	WM	5	NE NE	39	16.4
4 S	2 W	WM	5	NW NE	39	1.9
4 S	2 W	WM	5	SW NE	39	12.8
4 S	2 W	WM	5	SE NE	39	38.9
4 S	2 W	WM	5	NE SE	39	30.3
4 S	2 W	WM	5	NE SE	38	3.4
4 S	2 W	WM	5	NW SE	39	10.7
4 S	2 W	WM	5	NW SE	38	2.9
4 S	2 W	WM	5	SW SE	38	13.4
4 S	2 W	WM	5	SE SE	39	4.7
4 S	2 W	WM	5	SE SE	38	35.1
4 S	2 W	WM	8	NE NE	38	26.6
4 S	2 W	WM	9	NW NW	38	17.8

SUPPLEMENTAL IRRIGATION						
Twp	Rng	Mer	Sec	Q-Q	DLC	Acres
3 S	2 W	WM	32	SW NE	65	14.0
3 S	2 W	WM	32	SE NE	65	1.9
3 S	2 W	WM	32	NE SE	65	19.9
3 S	2 W	WM	32	NW SE	65	18.6
3 S	2 W	WM	32	SE SE	65	7.1
3 S	2 W	WM	33	SW SW	65	15.9
4 S	2 W	WM	4	NW NW	40	0.9

Measurement, recording and reporting conditions:

- A. The water user shall maintain the meter or other suitable measuring device in good working order, shall keep a complete record of the amount of water used each month, and shall submit a report which includes the recorded water use measurements to the Department annually or more frequently as may be required by the Director. Further, the Director may require the water user to report general water-use information, including the place and nature of use of water under the right.
- B. The water user shall allow the watermaster access to the meter or measuring device; provided however, where the meter or measuring device is located within a private structure, the watermaster shall request access upon reasonable notice.

If substantial interference with a senior water right occurs due to withdrawal of water from any well listed on this right, then use of water from the well(s) shall be discontinued or reduced and/or the schedule of withdrawal shall be regulated until or unless the Department approves or implements an alternative administrative action to mitigate the interference. The Department encourages junior and senior appropriators to jointly develop plans to mitigate interference.

To monitor the effect of water use from the well(s) authorized under this right, the Department requires the water user to make and report annual static water level measurements. The static water level shall be measured in the month of March. Reports shall be submitted to the Department within 30 days of measurement.

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Following the first year of water use, the user shall submit seven consecutive annual reports of static water level measurements. The first of these seven annual measurements will establish the reference level against which future annual measurements will be compared. Based on an analysis of the data collected, the Director may require that the user obtain and report additional annual static water level measurements beyond the seven year minimum reporting period. The additional measurements may be required in a different month. If the measurement requirement is stopped, the Director may restart it at any time.

The reference level against which any future measurements will be compared for WELL #1 (MARI 1057) is 77.42 feet below land surface.

The reference level against which any future measurements will be compared for WELL #2 (MARI 1072) is 73.25 feet below land surface.

The reference level against which any future measurements will be compared for WELL #3 (MARI 50581) is 98.0 feet below land surface.

All measurements shall be made by a certified water rights examiner, registered professional geologist, registered professional engineer, licensed well constructor or pump installer licensed by the Construction Contractors Board and be submitted to the Department on forms provided by the Department. The Department requires the individual performing the measurement to:

- (A) Identify each well with its associated measurement; and
- (B) Measure and report water levels to the nearest tenth of a foot as depth-to-water below ground surface; and
- (C) Specify the method used to obtain each well measurement; and
- (D) Certify the accuracy of all measurements and calculations submitted to the Department.

The water user shall discontinue use of, or reduce the rate or volume of withdrawal from, the well(s) if annual water level measurements reveal any of the following events:

- (A) An average water level decline of three or more feet per year for five consecutive years; or
- (B) A water level decline of 15 or more feet in fewer than five consecutive years; or
- (C) A water level decline of 25 or more feet; or
- (D) Hydraulic interference leading to a decline of 25 or more feet in any neighboring well with senior priority.

The period of non or restricted use shall continue until the annual water level rises above the decline level which triggered the action or until the Department determines, based on the water user's and/or the Department's data and analysis, that no action is necessary because the aquifer in question can sustain the observed declines without adversely impacting the resource or senior water rights. The water user shall in no instance allow excessive decline, as defined in Commission rules, to occur within the aquifer as a result of use under this right. If more than one well is involved, the water user may submit an alternative measurement and reporting plan for review and approval by the Department.

This right is limited to any deficiency in the available supply of any prior right existing for the same land.

The works shall be equipped with a usable access port, and may also include an air line and pressure gauge to determine the water level elevation in the well at all times.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

The Director may require water level or pump test results every ten years.

Failure to comply with any of the provisions of this right may result in action including, but not limited to, restrictions on the use, civil penalties, or cancellation of the right.

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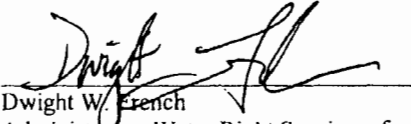
S-88004

This right is for the beneficial use of water without waste. The water user is advised that new regulations may require the use of best practical technologies or conservation practices to achieve this end.

By law, the land use associated with this water use must be in compliance with statewide land-use goals and any local acknowledged land-use plan.

The use of water shall be limited when it interferes with any prior surface or ground water rights.

Issued MAY 21 2014



Dwight W. French
Administrator, Water Right Services, for
Phillip C. Ward, Director
Oregon Water Resources Department

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WATER RESOURCES DEPT
SALEM, OREGON

S-88004

25 -
AFTER RECORDING RETURN TO:
KEY BANK OF OREGON
416 State St; PO Box 2246
Salem, OR 97308
Attn: AgBC #159

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1255 54

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INITIAL
X



MORTGAGE

Loan Number 159-37867

THIS MORTGAGE is Made this 31st day of July 19 95 by Henry and Melissa D. Hazenberg as to Parcel I and Henry Hazenberg as to Parcel II (hereinafter called the Mortgagors), to Key Bank of Oregon, an Oregon Corporation (hereinafter called the Mortgagee).

IN CONSIDERATION of the sum of \$ *TWO MILLION SIX HUNDRED THOUSAND AND NO/100* * * * * (\$ 2,600,000.00) Dollars, the receipt of which is acknowledged; and for the purpose of securing the repayment of said sum with interest, and the performance of the covenants contained herein, the Mortgagors do hereby grant, bargain, sell, convey and mortgage to the Mortgagee the following described real estate situated in the County of Marion State of Oregon

232472P4

PARCEL I
Beginning 10.20 chains North and North 51°45' West 19.52 chains from the Southeast corner of Section 5, Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence North parallel with the East boundary of that certain 154 acre tract bequeathed by Johanna Knapp to the grantor and the grantee herein 45.00 chains to the point in the center of the County Road; (set an iron bar on the South boundary of the road for range stake); thence South 86°50' West in the center of the County Road 7.45 chains to a point; thence North 84°50' West in the center of the County Road 4.60 chains to a point; thence; thence South 62°30' West in the center of the road 4.02 chains to a point; thence South 43°47' West in the center of the road 10.55 chains to a point on the West boundary of the said tract; thence South 1/2° East 17.83 chains to a rock set for the Southwest corner of the said tract; thence South 51°54' East on the South boundary of the said tract 29.04 chains to the place of beginning.



PARCEL II
Beginning at a point on the line between Sections 4 and 5, Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon 10.20 chains North of the Southeast corner of Section 5; running thence North on the East boundary of that certain 154 acre tract bequeathed by Johanna Knapp to the grantor and the grantee herein 57.76 chains to the center of the County Road; thence South 86°50' West in the center of the County Road 15.30 chains; thence South parallel with the East line of the said tract 45.00 chains to a point on the South boundary thereof (set an iron rod for the Southwest corner of the tract); and thence South 51°45' East on the South boundary of the said tract 19.52 chains to an iron bar set for the Southeast corner of said tract and the place of beginning.

together with all the tenements, hereditaments, rights, privileges and appurtenances, and fixtures, including all irrigating and watering apparatus, all machinery, now or hereafter belonging to, located on, or used in connection with the above described premises, together with all timber thereon, all minerals, all waters and water rights, of every kind and description and however evidenced, and all ditches or other conduits or rights of way thereof appurtenant to said premises or used in connection therewith; and together with all range and grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), now or hereafter issued in connection with or appurtenant to said real property, and also including all buildings and improvements on said real property (or that may hereafter be erected thereon), together with the reversions and remainders, rents, issues and profits thereof, together with the following property which is and shall be deemed to be fixtures and a part of the real property; all plumbing, heating, cooking, cooling, ventilating, watering, irrigating apparatus, window shades, venetian blinds, screens, and storm windows and doors, shutters and awnings, floor coverings, machinery or any other fixtures and replacements thereof now or hereafter during the term of this mortgage belonging to or used in connection with the above described premises all of which are a part of the security for the indebtedness herein mentioned.

In addition thereto, the following described furniture, appliances and equipment or other fixtures and any replacements thereof which are and shall be deemed to be fixtures and a part of the realty, are included as security for the indebtedness herein mentioned, to wit:

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WATER RESOURCES DEPT
SALEM, OREGON

The Mortgagors covenant with the Mortgagee:

FIRST: That this conveyance is intended as a Mortgage to secure in whole or in part the performance of the covenants and agreements contained herein and the payment of a certain promissory note or notes dated July 31, 19 95, executed by Henry Hazenberg to the Mortgagee which said note or notes have a maturity of * * * * * 19 * * *, together with interest as provided and together with all renewals or extensions thereof, if any

SECOND: This mortgage is intended to also extend to and secure any additional loan, loans or advances made by the Mortgagee to the Mortgagors, or to any third party on behalf of the Mortgagors, or any of the Mortgagor's successors in ownership in the real estate described herein.

THIRD: The Mortgagors warrant that they hold merchantable title to the above described premises and property in fee simple free of all encumbrances other than those enumerated in any title insurance policy, issued for the benefit of the Mortgagee in connection with this transaction and accepted by the Mortgagee. Subject to such exceptions, the Mortgagors warrant and will forever defend the title against the claims of all persons. In the event any action or proceeding is commenced which questions Mortgagor's title or the interest or priority of the Mortgagee under this mortgage, Mortgagors agree to defend the action or proceeding at their expense. The Mortgagor's covenant and agree that they will keep in good standing and free from delinquencies all obligations under any mortgage or other lien which is prior to this mortgage

8-88004



FOURTH: The Mortgagors covenant and agree to pay when due all debts and money secured hereby.

FIFTH: This instrument shall constitute a security agreement with respect to any personal property or fixtures or both included within the description of the property. At the request of the Mortgagee, Mortgagors shall join with the Mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code in a form satisfactory to the Mortgagee and will pay for filing the same in the proper public office(s) as well as the cost of such lien searches made by filing officers or searching agencies as may be deemed desirable by the Mortgagee.

SIXTH: During the entire life of this mortgage the building and improvements erected and/or to be erected upon said premises, and the personal property mortgaged herein if any, shall be kept insured by the Mortgagors against loss or damage by fire and such other hazards in such amounts, for such periods and under such form and type of policy as shall be satisfactory to the Mortgagee. All the insurance written on the mortgaged premises and property shall be made payable in the event of loss to the Mortgagee. The Mortgagee shall be entitled to the possession of all such insurance policies during the life of this mortgage. The cash value of all such insurance policies is hereby assigned to the Mortgagee as additional security for the loan. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagors in and to any such insurance policies then in force shall pass to the Mortgagee. The Mortgagors will pay the premiums for said insurance as the same become due. The Mortgagee shall not be responsible for any failure to place or maintain such insurance, or for loss or damage growing out of a defect or non-payment of loss under any such policy of insurance. If the premises or property covered hereby or any part thereof, shall be damaged by fire or any other hazards against which insurance is held, the amounts paid by any insurance company pursuant to the contract of insurance shall be paid to the Mortgagee. Any amounts so received may be applied by the Mortgagee, at its option, either upon any sum or sums secured by the mortgage, whether or not same are due, or released by the Mortgagee, as its option, for the repairing, replacing and rebuilding of the premises and property, said repairing, replacing and rebuilding to be done and made subject to the approval of the Mortgagee and in a manner satisfactory to the Mortgagee.

Mortgagors shall promptly notify Mortgagee of any loss or damage which may occur to the mortgaged property. Mortgagee is hereby authorized, at Mortgagee's option, to make proof of loss if the same is not promptly made by the Mortgagors. Mortgagee may compromise with any insurance company and make a final settlement which shall be binding upon Mortgagors.

SEVENTH: The Mortgagors will pay before delinquency, and before any penalties, interest or other charges accrued or added thereto, any and all taxes, assessments, liens, charges for the use of water on said premises, and any other charges or assessments which may become liens thereon prior to the lien of this mortgage, and will keep said property free and clear of any and all liens for labor or material, or any lien whatsoever that may become prior to this mortgage. If any future law is passed taxing or assessing this mortgage or the Mortgagee on account of its ownership of this mortgage, then the Mortgagee may, upon the passing of such law, declare the entire debt hereby secured due and payable.

The assessor or tax collector of the county in which the mortgaged property is located is authorized to deliver to the Mortgagee a written statement of the property taxes assessed or owing at any time.

EIGHTH: Together with and in addition to the payments of principal and interest payable under the terms of the note or notes secured hereby, if said payments are made by Mortgagors, the Mortgagors may agree to pay to the Mortgagee, until the said note or notes are fully paid, the following:

The sum equal to the premiums that will next become payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagors are notified) less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee to pay such premiums, taxes and assessments. In the event that Mortgagors agree to pay to the Mortgagee such sums, payment shall be secured by this mortgage and Mortgagors' failure to make such payments shall be an event of default hereunder.

NINTH: The Mortgagors will use said mortgaged premises only for lawful purposes and will not commit nor suffer strip or waste upon said premises and will not do or suffer to be done any act or thing which may in any way impair the security of this mortgage. Said premises and any and all improvements thereon shall at all times be kept in a sound state of preservation and in good repair, the character and usage of said property shall not be changed, and alterations in the said premises or additions thereto shall not be made without consent of the Mortgagee. If the mortgaged premises are to be used for farming, Mortgagors will maintain and cultivate the same in a good and husbandlike manner, using approved methods of preventing soil erosion thereon and of preserving the fertility of the cultivated portions thereof; will keep the orchards on said land properly irrigated, cultivated, pruned, sprayed and cared for; will not remove or demolish or permit the removal or demolition of any building or buildings or fences or other improvements now or hereafter existing on said premises; will not cut or remove or permit the cutting or removal of timber from said premises, except for domestic use thereon; and will do all acts and things necessary to protect from pollution any and all surface waters, seepage waters, wells, springs or streams now or hereafter upon or used for irrigation or domestic purposes upon said premises.

In the event of an actual or threatened destruction or removal of the improvements or property on said premises, or the breach of any other covenant in this paragraph "NINTH", the Mortgagee may, at its option, declare the entire debt hereby secured due and payable. All judgments, decrees and awards for injury to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to the Mortgagee, who may apply the same to the indebtedness hereby secured in such manner as it may elect.

TENTH: Any structure being constructed on the mortgaged premises, or to be constructed, shall be completed within _____ months from the date hereof. Mortgagors will perform all of the terms and conditions of Mortgagors to be performed pursuant to any commitment agreement or construction loan agreement executed in connection with this mortgage. Failure of performance of any of such terms or conditions shall also be a default under this mortgage. In the event of any such defaults the Mortgagee may, at its option, and in addition to any other remedies provided by law or contract, declare the entire debt hereby secured to be immediately due and payable.

ELEVENTH: This mortgage and the note or notes hereby secured may be extended or modified by the Mortgagee at any time for the payor hereunder without notice to any other person, firm or corporation and without releasing the Mortgagors or any subsequent guarantor or payor from any liability hereunder or under said note or notes and without impairing, altering or affecting the lien of this mortgage in any way. Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the Mortgagors and shall inure to the benefit of any successor in interest of the Mortgagee. It is agreed that if any note or notes secured hereby be assigned and transferred by the Mortgagee to any one or more parties without the assignment of this mortgage, then the Mortgagee shall hold this mortgage in trust for the benefit of such assignee or assignees, and may sue and recover upon such note or notes, and foreclose such mortgage in its own name for the benefit of such assignee or assignees to the same extent as though such notes had not been assigned.

TWELFTH: All rents, issues, income and profits derived from the mortgaged premises and property are hereby assigned to the Mortgagee as additional security. In the event of default of the Mortgagors in any respect under this mortgage, the Mortgagee shall have the right to collect and retain the rents, issues, income and profits derived from the mortgaged premises and property, and said rents, issues, income and profits shall be applied by the Mortgagee, at its option, in payment of operating costs and expenses in connection with the operation and management of the mortgaged premises, in payment of customary costs and charges for collection and management, or upon any indebtedness due or which may become due upon said note or notes, or upon or under this mortgage. The Mortgagee shall have the right at its option to enter into and upon the mortgaged premises and take possession thereof in the event of default and to collect said rents, issues, income and profits therefrom and require any tenants or occupants of said premises to make payments to the Mortgagee of rental or of other charges arising out of the use and occupancy of said premises.

THIRTEENTH: If all or any part of the mortgaged premises and property is condemned, the Mortgagee may, at its election, require that all or any portion of the net proceeds of the award be applied on the indebtedness secured hereby. The "net proceeds of the award" means the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Mortgagors and the Mortgagee in connection with the condemnation. If any proceedings in condemnation are filed, Mortgagors shall promptly take such steps as may be necessary to defend the action and obtain the award.

FOURTEENTH: In the event it becomes necessary in the judgment of the Mortgagee to do so, the Mortgagee, without notice and without regard to the value of the mortgaged premises or to the adequacy of the security for the debt, shall have the right to apply to any Court having jurisdiction for the appointment of a Receiver and to have appointed a Receiver to manage and control said mortgaged premises and/or property, or any portion thereof. In the event the Mortgagee or any Receiver enters into possession of said premises and/or property, or any portion thereof, in the event the Mortgagee or any Receiver enters into possession of said premises and/or property, any personal property owned by the Mortgagors and remaining in or about said premises may be used without charge by the Mortgagee or Receiver in the operation of the premises, or may be removed by the Mortgagee or Receiver, and in no event shall the Mortgagee or Receiver be held liable or responsible in any manner for injuries, loss, destruction or damage to such property or any portion thereof.

FIFTEENTH: In the event suit or action is instituted to enforce any of the terms of this mortgage, the Mortgagee shall be entitled to recover from Mortgagors such sum as the court may adjudge reasonable attorneys' fees at trial and on any appeal. All reasonable expenses incurred by the Mortgagee that are necessary at any time in the Mortgagee's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or title insurance, whether or not any court action is involved, shall become a part of the indebtedness secured hereby, payable on demand and shall bear interest at the rate borne by the principal debt hereby secured from the date of expenditure until repaid.

SIXTEENTH: Should the Mortgagors be or become in default in any of the covenants or agreements contained herein, then the Mortgagee (whether electing to declare the whole indebtedness hereby secured due and collectable or not) may perform the same and all expenditures made by the Mortgagee in so doing, or under any of the covenants or agreements herein, shall draw the same rate of interest as is provided to be paid on the principal of this mortgage, and all such expenditures shall be repayable by the Mortgagors without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all part payments or advances made by the Mortgagee for any of the purposes herein referred to.

SEVENTEENTH: Mortgagors will not, without prior written consent of Mortgagee, transfer Mortgagors' interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness hereby secured. Upon application for Mortgagee's consent to such a transfer, Mortgagee may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagee shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagee may impose a service charge and may increase the interest on the indebtedness hereby secured.

EIGHTEENTH: Should the debt hereby secured and all sums due under the terms and covenants hereof be paid when due, then this indenture shall be void, but in case default be made in the payment of the principal or interest, or any part or installment thereof, or in case the Mortgagors shall fail or refuse or default in the payment of any sum which may become due under the terms hereof when and as the same become due, or shall default in the fulfillment of any of the terms hereof or in performance of any of the provisions herein required by them as and when the same are required to be performed hereby, or shall permit or suffer any default in any of the terms hereof, time being the essence hereof, then the whole of the principal sum secured hereby and the interest thereon and any and all other sums due the Mortgagee under the terms hereof shall, at the option of the Mortgagee, become immediately due and payable without notice, and this mortgage may be foreclosed, but any failure or delay of the Mortgagee to exercise such option in any one or more instances shall not be a waiver or relinquishment of the right to exercise such option.

NINETEENTH: All rights and remedies conferred on the Mortgagee by this Mortgage are cumulative and additional to any and all other rights and remedies conferred by law and are not exclusive. If any provision of this mortgage is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision herein, and this mortgage shall be construed as though such provision had been omitted. In construing this Mortgage, it is understood that the Mortgagor or Mortgagee may be more than one person, that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

TWENTIETH: The mailing address(es) of the Mortgagor is 5574 Ray Bell Road NE
St. Paul, OR 97137

and the address of the Mortgagee from which security information is obtainable is 416 State St; PG Box 2246
Salem, OR 97308

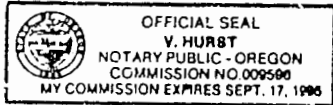
Executed the day and year first above written.

MORTGAGORS:

Henry Hazenberg
Henry Hazenberg
Melissa D. Hazenberg
Melissa D. Hazenberg

Individual:
STATE OF OREGON)
County of Marion) ss.

The foregoing instrument was acknowledged before me on this 2nd day of August, 19 95, by Henry Hazenberg and Melissa D. Hazenberg



V. Hurst
Notary Public for Oregon
My Commission Expires: 9-17-95

Corporation:
STATE OF OREGON)
County of) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 19____, by _____ (name), _____ (title) of officer, of _____ an (Oregon) corporation, on behalf of the corporation.

Notary Public for Oregon
My Commission Expires:

Partnership:
STATE OF OREGON)
County of) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 19____, by _____

Notary Public for Oregon
My Commission Expires:

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AUG 19 2014
WATER RESOURCES DE
SALEM, OREGON

8-08004

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE Made this 25th day of March, 1985, by and between Margaret M. Branson the duly appointed, qualified and acting personal representative of the estate of Albert Knapp, Deceased, Multnomah County, Oregon Docket No. 8403 90519 deceased hereinafter called the first party, and Henry Hazenberg (as his sole and separate property) and Bradley B. Hazenberg (as his sole and separate property), as joint tenants with right of survivorship and hereinafter called the second party; WITNESSETH: NOT as tenants in common.

For value received and the consideration hereinafter stated, the receipt whereof hereby is acknowledged, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said second party and second party's heirs, successors-in-interest and assigns all the estate, right and interest of the said deceased at the time of decedent's death, and all the right, title and interest that the said estate of said deceased by operation of the law or otherwise may have thereafter acquired in that certain real property situate in the County of Marion, State of Oregon, described as follows, to-wit:

See Attachment A hereto, incorporated herein by this reference

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

TO HAVE AND TO HOLD the same unto the said second party, and second party's heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 190,000. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

IN WITNESS WHEREOF, the said first party has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

Margaret M. Branson Personal Representative of the Estate of Albert Knapp, Deceased.

(If first party is a corporation, affix corporate seal.)

NOTE—The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, County of Multnomah, March 25, 1985

STATE OF OREGON, County of ... Personally appeared ... and

Personally appeared the above named Margaret M. Branson, Personal Representative of the Estate of Albert Knapp, and acknowledged the foregoing instrument to be her voluntary act and deed.

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of ... a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Stanley R. Loeb Notary Public for Oregon My commission expires: 1-1-85

Notary Public for Oregon My commission expires:

Margaret M. Branson, Personal Representative of the Estate of Albert Knapp c/o Stanley R. Loeb 800 Pacific Building Portland, OR 97204

Henry Hazenberg, et al. 5574 Ray Bell Road St. Paul, OR 97137

After recording return to: Henry Hazenberg, et al. 5574 Ray Bell Road St. Paul, OR 97137

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

STATE OF OREGON, County of ... ss.

I certify that the within instrument was received for record on the day of ... 19... at ... o'clock ... M., and recorded in book/reel/volume No... on page... or as document/tee/life/instrument/microfilm No... Record of Deeds of said county. Witness my hand and seal of County affixed

SPACE RESERVED FOR RECORDER'S USE

By ... Deputy

R

WAT

8-8800

21.
REC-2038687L
REC

EASEMENT

The US National Bank of Oregon, conservator of the Estate of Emma S. Knapp Pearson, hereinafter referred to as Grantor, in consideration of Seven Thousand Five Hundred (\$7,500.00) Dollars, receipt of which is acknowledged, hereby grants, bargains, sells and conveys to Henry Hazenberg and Bradley Dean Hazenberg as joint tenants with right of survivorship, hereinafter referred to as Grantee, a perpetual easement 30 feet in width over and across that certain real property as described in Exhibit "A" attached hereto, including the perpetual right to enter on the real estate hereinafter described, at any time that Grantee may see fit, and construct, maintain, and repair underground pipelines for the purpose of conveying various liquid substances over, across, through, and under the land hereinafter described, together with the right to excavate and refill ditches and trenches for the location of such pipeline and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said pipelines.

The easement and right-of-way hereby granted covers a strip of land 30 feet in width over and across the land described in Exhibit "A", and is particularly described as follows: The easement begins one hundred feet North of the Southwest corner of the property designated as TRACT I on Exhibit "B" attached hereto, then proceeding South along the East line of the property described in Exhibit "A" until said line intersects with the Northerly line of that tract of land described in Exhibit "C" attached hereto.

This easement is for the benefit of and appurtenant to that land, or any portion thereof in the County of Marion, State of Oregon, described in Exhibits "B" and "C".

The easement described herein is to and shall run with the land, and shall be for the benefit and use of grantees, as owners of adjacent lands described in Exhibit "B" and "C", their heirs and assigns, and to the benefit and use of Grantees herein, their heirs, executors, administrators and assigns.

Grantor shall have the right to use the strip for purposes consistent with Grantee's full enjoyment of the rights hereby granted, provided that Grantor shall not erect or construct any building or other structure or drill or operate any well within the strip.

EASEMENT

Page 1.

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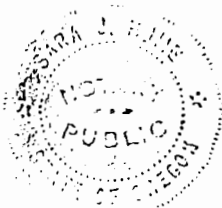
Grantor reserves the right to harvest any and all timber growing on the easement described herein.

UNITED STATES NATIONAL BANK
OF OREGON, Conservator of
the Estate of EMMA PEARSON

By: Gary M. Arford
Trust Officer

STATE OF OREGON)
County of Multnomah) ss.

On this 4th day of April, 1985, personally appeared Gary M. Arford who being duly sworn did say that he is a Trust Officer for the United States National Bank of Oregon and that he executed the foregoing instrument by authority of and on behalf of the United States National Bank of Oregon as Conservator of the Estate of Emma Pearson.



[Signature]
NOTARY PUBLIC for Oregon
My Commission Expires: 11/13/97

EASEMENT

Page 2.

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SALEM, OREGON

S-88004

EXHIBIT "A"

Beginning at a point on the line between Sections 4 and 5, Township 4 South, Range 2 West of the Willamette Meridian 10.20 chains North of the Southeast corner of Section 5; running thence North on the East boundary of that certain 154 acre tract bequeathed by Johanna Knapp to the grantor and the grantee herein 57.76 chains to the center of the county road; thence South 86°50' West in the center of the county road 15.30 chains; thence South parallel with the East line of the said tract 45.00 chains to a point on the South boundary thereof (set an iron rod for the Southwest corner of the tract); and thence South 51°45' East on the South boundary of the said tract 19.52 chains to an iron bar set for the Southeast corner of the said tract and the place of beginning.

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EXHIBIT "B"

TRACT I:

A tract of land in Section 4, Township 4 South, Range 2 West, of the Willamette Meridian, Marion County, Oregon, being more particularly described as follows: Commencing at the Northwest corner of that certain tract of land conveyed to John Rasmussen, et ux by deed recorded in Volume 586, Page 780, Marion County Deed Records; thence South along the West line of said Rasmussen tract to the Southwest corner thereof, said corner being marked with an iron pipe; thence South $88^{\circ}43'30''$ West, 397.73 feet to the true point of beginning of the tract herein described; thence South $88^{\circ}43'30''$ West 367.85 feet to the West line of said Section 4; thence South $00^{\circ}39'$ West, along the West line of said Section 4, 350.00 feet; thence North $88^{\circ}43'30''$ East, 374.69 feet; thence North $00^{\circ}29'$ West, 350 feet to the point of beginning.

TRACT II:

Beginning at a point on the Westerly line of the Etienne Lucier Donation Land Claim, said point being 4.8 chains South of the Southwest corner of Section 33, in Township 3 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South 13.23 chains, more or less, to the most Westerly Northwest corner of a tract of land described in that certain instrument recorded in Volume 522, Page 305 of Deed Records for Marion County, Oregon; thence East along the North line of said tract, 11.65 chains; thence North 6.97 chains to the middle of a County Road; thence East along said road 1.50 chains to the West line of a tract of land conveyed to Henry L. Eberhard and Isabel Eberhard, husband and wife, by deed recorded in Volume 29, Page 579, of Deed Records for Marion County, Oregon; thence North $6^{\circ}56'$ West along said West line 2854.20 feet, more or less, to the Northeast corner of a tract of land conveyed to Reinhold Wahl and Bertha Wahl, husband and wife, by deed recorded in Volume 230, Page 235, Deed Records for Marion County, Oregon; thence North $65^{\circ}04'$ West along said Northerly line 854.02 feet, more or less, to the Northeast corner of a tract of land conveyed to Frank A. Steh by deed recorded in Volume 371, Page 543, of Deed Records for Marion County, Oregon; thence South $1^{\circ}20'$ East 223.71 feet; thence South $89^{\circ}43'$ West 161.07 feet to the East line of a tract of land conveyed to Stephen J. Hiller and Margaret Hiller, husband and wife, by deed recorded in Volume 452, Page 267, of Deed Records for Marion County, Oregon; thence South $0^{\circ}17'$ East along said East line, 636.91 feet to the Southeast corner of said Hiller tract; thence South $73^{\circ}28'$ West along the Southerly line of said Hiller tract 1003.8 feet to the Westerly line of the aforementioned Lucier claim; thence South $40^{\circ}25'$ East along said Westerly line 766.7 feet; thence South $40^{\circ}22'$ East along said Westerly line 1360.5 feet to the place of beginning.

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SALEM, OREGON

2-88004

EXHIBIT "C"

PARCEL 1

Beginning at a point 18.76 chains North 51°55' West from the Northeast corner of the Southeast projection of the Donation Land Claim of George Aplin and wife in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence North 51°55' West 52.94 chains along the Northern boundary of the George Aplin Claim; thence South 38°30' West 9.52 chains; thence South 51°55' East 47.83 chains to the middle of the County Road leading from St. Paul to Champeog; thence North 67°35' East 10.83 chains to the place of beginning.

ALSO: Beginning at a point 18.76 chains North 51°55' West and 10.83 chains South 67°35' West from the Northeast corner of the Southeast projection of the Donation Land Claim of George Aplin and wife in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence North 51°55' West 47.83 chains to a point 9.52 chains South 38°30' West from the Northern boundary of the George Aplin claim; thence South 38°30' West 10.83 chains to the North line of E. X. Pillett's land; thence South 51° East 41.62 chains along the North line of E. X. Pillett's land, to the middle of the County Road leading from St. Paul to Champeog; thence North 67°35' East 12.59 chains to the place of beginning.

STATE OF OREGON

County of Marion

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

REEL PAGE
384 159

APR 4 4 48 PM '85

ALAN H. DAVIDSON
MARION COUNTY CLERK

BY DEPUTY

2100

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SALEM, OREGON

SPECIAL WARRANTY DEED—STATUTORY FORM
Corporate Grantor

Sanders Wood Products, Inc., a corporation duly organized and existing under the laws of the State of Oregon, Grantor, conveys and specially warrants to Henry Hazenberg, Grantee, the following described real property free of encumbrances created or suffered by the grantor except as specifically set forth herein, situated in Marion County, Oregon, to-wit:

Parcel #2

see reverse side for legal description

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The property is free of all encumbrances created or suffered by the Grantor except

Exceptions set forth in Ticor Title Insurance Company Report No. 232472, dated June 26, 1995

The true consideration for this conveyance is \$ 156,000.00. (Here comply with the requirements of ORS 93.030)

Done by order of the grantor's board of directors with its corporate seal, if any, affixed on August 1, 1995

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

By [Signature], President

By [Signature], Asst., Secretary

STATE OF OREGON, County of CLATSOP) ss.
This instrument was acknowledged before me on AUGUST 1, 1995,

by DANIEL A. SANDERS, PRESIDENT
of SANDERS WOOD PRODUCTS

My commission of [Signature] Notary Public - Oregon
OFFICIAL SEAL
HELEN R. BANDY
COMMISSION NO. 043104
MY COMMISSION EXPIRES MAY 12, 1999
STATE OF OREGON

232472P7

TICOR

5-4-2w

SPECIAL WARRANTY DEED	
Sanders Wood Products, Inc	
GRANTOR	
Henry Hazenberg	
GRANTEE	
GRANTEE'S ADDRESS, ZIP	
After recording return to:	
Henry Hazenberg	
5254 Ray Bell Road	
St. Paul, Or. 97137	
NAME, ADDRESS, ZIP	
Until a change is requested, all tax statements shall be sent to the following address:	
Henry Hazenberg	
5254 Ray Bell Road	
St. Paul, Or. 97137	
NAME, ADDRESS, ZIP	

SPACE RESERVED FOR RECORDER'S USE

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/title/instrument/microfilm/reception No. _____, Record of Deeds of said county.

Witness my hand and seal of County affixed.

By _____ Deputy

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AUG 19 2014

WATER RESOURCES DEPT
SALEM, OREGON

PARCEL II

Beginning at a point on the line between Sections 4 and 5, Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon 10.20 chains North of the Southeast corner of Section 5; running thence North on the East boundary of that certain 154 acre tract bequeathed by Johanna Knapp to the grantor and the grantee herein 57.76 chains to the center of the County Road; thence South 86°50' West in the center of the County Road 15.30 chains; thence South parallel with the East line of the said tract 45.00 chains to a point on the South boundary thereof (set an iron rod for the Southwest corner of the tract); and thence South 51°45' East on the South boundary of the said tract 19.52 chains to an iron bar set for the Southeast corner of said tract and the place of beginning.

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WATER RESOURCES DEPT
SALEM, OREGON

S-88004

EXCEPTIONS TO DEED

1. 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.
2. Rights of the public in streets, roads and highways.
3. Any adverse claim based upon the assertion that said land or any portion thereof is now or at any time has been below high water mark of the unnamed creek.
(Parcel I)
4. Such rights and easements for navigation and fishing as may exist over that portion of the property lying beneath the waters of unnamed creek.
5. An easement, including the terms and provisions thereof, to Henry Hazenberg and Bradley Dean Hazenberg, recorded APRIL 4, 1985, in Reel 384, Page 159, Records for Marion County, Oregon. (Parcel II)

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AUG 19 2014

WATER RESOURCES DEPT
SALEM, OREGON

182285' , 80894'

REEL 31 PAGE 914

CONSERVATOR'S DEED

~~REEL~~ 32 PAGE 1054

KNOW ALL MEN BY THESE PRESENTS that DALE R. PETERSON, the duly appointed, qualified and acting Conservator of the Estate of Bertha Wahl, aged, in proceedings in the Circuit Court of the State of Oregon for the County of Polk, Probate Department, Docket No. 5907, and in consideration of the pay off of that certain Contract of Sale dated September 13, 1963, between Bertha Wahl, aged, and her late husband, Reinhold Wahl, as Seller, and Henry Hazenberg, Jr. and Gertrude Hazenberg, husband and wife, as Buyer, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does hereby grant, bargain, sell and convey unto the said HENRY HAZENBERG, JR. and GERTRUDE HAZENBERG, husband and wife, their heirs, successors and assigns, all of the following described real property situated in the County of Marion, State of Oregon, to-wit:

Beginning at a point 12.71 chains North and South 81°09' West 13.19 chains and North 44°32' West 2.31 chains, and North 41°20' West 9.35 chains and North 72°30' East 15.33 chains from the southwest corner of Section 33, Township 3 South, Range 2 West of the Willamette Meridian, thence North 1°20' West 14.19 chains; thence south 66° East 1.63 chains; thence south 1°20' East 13.05 chains; thence south 72°30' West 1.56 chains, to the place of beginning. The Southwest corner of this tract is marked with an iron gas pipe, situated in the County of Marion, State of Oregon.

Beginning at a point North 41° West 20.85 chains from a plow-share set in the ground on the Section line 4.80 chains South of the Northwest corner of Section Four (4) and Northeast corner of Section Five (5), Township four (4) South, Range Two (2) West Willamette Meridian, from which an Ash tree six (6) inches in diameter bears South 2° East 102 links, a willow eight (8) inches in diameter bears North 45° East 13 links; thence North 44°32' West 2.31 chains; thence North 41°20' West 9.35 chains; thence North 72°30' East 16.89 chains; thence North 1°20' West 13.05 chains; thence south 66°00' East 13.62 chains; thence south 8°10' East 17.91 chains; thence south 81°09' West 23.27 chains to the place of beginning, situated in the County of Marion, State of Oregon. Together with all that certain property described in deed recorded in V. 417, pg. 475, Deed Records, Marion County, OR.

And together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all the estate right, title and interest of the said Bertha Wahl in and to said premises.

*Re-recorded
to correct description*

167446

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AUG 19 2014

WATER RESOURCES DEPT
SALEM, OR

TO HAVE AND TO HOLD the above described and granted premises unto the said HENRY HAZENBERG, JR. and GERTRUDE HAZENBERG, husband and wife, their heirs, successors and assigns forever.

The true and actual consideration for this transfer is \$45,600.00 which includes personal property.

Tax statements should be forwarded to Mr. and Mrs. Henry Hazenberg, Jr. at Route 1, Box 104, Aurora, Oregon 97002.

IN WITNESS WHEREOF, the said DALE R. PETERSON, Conservator of Bertha Wahl, aged, does hereunto set his hand this 30 day of October, 1975.

Dale R. Peterson
Dale R. Peterson
Conservator of the Estate of
Bertha Wahl, aged

STATE OF OREGON,)
) ss.
County of Marion.)

On this 30th day of October, 1975, before me a Notary Public for said County and State, personally appeared DALE R. PETERSON to me personally known to be the individual described in and who executed the said annexed instrument, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Dale R. Peterson
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10/17/78

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WATER RESOURCES
SALEM, OREGON

Grant
Federal Land Bank
P.O. Box 2168
Salem, Or. 97308

S-88004

82285

80894
STATE OF OREGON }
County of Marion } ss.

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

Reel 31 Page 914

REEL 31 PAGE 916

REEL 32 PAGE 1056

DEC 8 11 31 AM '75

T. HAROLD TOHLINSON
MARION COUNTY CLERK

BY MB DEPUTY

600

82285

STATE OF OREGON }
County of Marion } ss.

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

Reel 32 Page 1054

DEC 13 4 05 PM '75

T. HAROLD TOHLINSON
MARION COUNTY CLERK

BY [Signature] DEPUTY

8/6

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WATER RESOURCES DEPT
SALEM, OREGON

WARRANTY DEED (INDIVIDUAL)

REEL 1332 PAGE 252

Jonathan E. White
Henry Hazenberg and Bradley D. Hazenberg
all that real property situated in the County of Marion, State of Oregon, described as: See attached Exhibit "A"

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

Any liens and/or encumbrances permitted and/or suffered by grantee herein after March 1, 1990.

AmeriTitle 658234

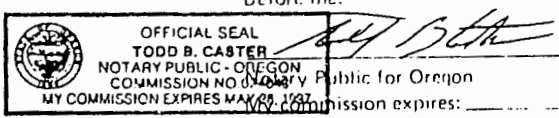
This instrument will not allow use of the property described in this instrument in violation of applicable local, state or federal regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county Planning Dept. to verify that approved use and to determine any limitations imposed against farming or forest practices as defined in ORS 215.005.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except subject to: all those items of record and those apparent upon the land, if any, as of the date of this deed and those shown below, if any; and the grantor will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ to fulfill contract

Dated this 1st day of Aug 1996 Jonathan E. White

STATE OF OREGON, County of Yamhill ss. Jonathan E. White August 1 1996 personally appeared the above named instrument to be his voluntary act and deed.



- The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.
If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

WARRANTY DEED (INDIVIDUAL)
Jonathan E. White
TO
Henry Hazenberg
Bradley D. Hazenberg
After Recording Return to: HHS
Henry Hazenberg
Bradley D. Hazenbert

STATE OF OREGON,)
County of) ss.
I certify that the within instrument was received for record on the ___ day of ___ 19___ at ___ o'clock ___ M. and recorded in book ___ on page ___ Records of Deeds of said County. Witness my hand and seal of County affixed.

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Order No. 658234

Exhibit 'A'

PARCEL I:

Beginning at an iron pipe in the center of Section 32, in Township 3 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence South 41°25' East 1721.33 feet to an iron pipe; thence North 72°25' East 1004.38 feet to an iron pipe; thence North 1°27' West, 936.64 feet to the Southerly line of the County Road leading from St. Paul to Newberg; thence North 65°26' West along said Southerly line, 1631.14 feet; thence North 44°27' West along the center line of the above mentioned County Road, 1820.39 feet; thence South 45°33' West, perpendicular to the above mentioned center line of said County Road, 1972.30 feet; thence South 44°27' East, parallel to the aforementioned center line of said County Road, 2640.00 feet to the South line of that certain tract of land described in Volume 205, Page 335, of the Marion County Oregon Deed Records; thence North 83°40' East along said South line, 50.06 feet to an angle in said line; thence North 41°50' East, 397.00 feet; thence North 26°35' East, 165.00 feet; thence North 0°30' West 892.32 feet to the point of beginning.

TOGETHER WITH an easement, including the terms and provisions thereof, recorded May 17, 1980 in Reel 211, Page 1292, Records of Marion County, Oregon.

SAVE AND EXCEPT: That portion of the herein described property lying Northwesterly of the hereinafter described center line, to-wit: Beginning at an iron pipe in the center of Section 32, in Township 3 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence South 41°25' East 50 feet, more or less, to the center of a creek; thence go Northerly along the centerline of said creek to the Southerly line of the County Road leading from St. Paul to Newberg.

PARCEL II:

Beginning at a point 12.71 chains North and South 81°09' West 13.19 chains and North 44°32' West 2.31 chains, and North 41°20' West 9.35 chains and North 72°30' East 15.33 chains from the Southwest corner of Section 33, Township 3 South, Range 2 West of the Willamette Meridian; thence North 1°20' West 14.19 chains; thence South 66° East 1.63 chains; thence South 1°20' East 13.05 chains; thence South 72°30' West 1.56 chains, to the place of beginning. The Southwest corner of this tract is marked with an iron gas pipe, situated in the County of Marion, State of Oregon.

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WATER RESOURCES DEPT
SALEM, OREGON

S-88004

Order No. 658234

Exhibit 'A' - continued

Beginning at a point North 41° West 20.85 chains from a plow-share set in the ground on the Section line 4.80 chains South of the Northwest corner of Section 4 and the Northeast corner of Section 5, Township 4 South, Range 2 West of the Willamette Meridian, from which an Ash tree six inches in diameter bears South 2° East 102 links, a willow eight inches in diameter bears North 45° East 13 links; thence North 44°32' West 2.31 chains; thence North 41°20' West 9.35 chains; thence North 72°30' East 16.89 chains; thence North 1°20' West 13.05 chains; thence South 66°00' East 13.62 chains; thence South 8°10' East 17.91 chains; thence South 81°09' West 23.27 chains to the place of beginning, situated in the County of Marion, State of Oregon.

TOGETHER WITH an easement, as set forth in instrument recorded in Reel 384, Page 159, including the terms and provisions thereof.

SAVE AND EXCEPT: Beginning at a point on the East line of a tract of land conveyed to Stephan J. Hiller, et ux, and Frederick B. Hiller, et ux, by deed recorded June 8, 1942, in Volume 272, Page 98, Deed Records, Marion County, Oregon, which point is North 12.71 chains, South 81°9' West 13.19 chains, North 44°32' West 2.31 chains, North 41°20' West 9.35 chains, North 72°30' East 15.33 chains and North 1°20' West 635.25 feet from the Southwest corner of Section 33, Township 3 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence North 1°20' West 301.29 feet along said East line to the South line of the County Road; thence South 65°4' East 178.78 feet; thence South 1°20' East 223.71 feet; thence South 89°43' West 161.07 feet to the point of beginning.

PARCEL III:

A tract of land in Section 4, Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of that certain tract of land conveyed to John Rasmussen, et ux, by deed recorded in Volume 586, Page 780, Marion County Deed Records; thence South along the West line of said Rasmussen tract to the Southwest corner thereof, said corner being marked with an iron pipe; thence South 88°43'30" West, 397.73 feet to the true point of beginning of the tract herein described; thence South 88°43'30" West 367.85 feet to the West line of said Section 4; thence South 00°39' West, along the West line of said Section 4, 350.00 feet; thence North 88°43'30" East, 374.69 feet; thence North 00°29' West, 350 feet to the point of beginning.

TOGETHER WITH an easement as set forth in Reel 384, Page 159, including the terms and provisions thereof, in Marion County, Oregon.

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WATER RESOURCES DEPT
SALEM, OREGON

Order No. 658234

Exhibit 'A' - continued

PARCEL IV:

Beginning at a point 18.76 chains North 51°55' West from the Northeast corner of the Southeast projection of the Donation Land Claim of George Alpin and wife in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence North 51°55' West 52.94 chains along the Northern boundary of the George Alpin Claim; thence South 38°30' West 9.52 chains; thence South 51°55' East 47.85 chains to the middle of the County Road leading from St. Paul to Champeog; thence North 67°35' East 10.83 chains to the place of beginning.

SAVE AND EXCEPT: A parcel of land lying in the George Alpin Donation Land Claim No. 38, Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon and being a portion of that property described in that deed to Henry Hazenberg and Bradley D. Hazenberg, recorded on Reel 384, Page 158 of Marion County Records; the said parcel being that portion of said property lying Northeasterly of a line at right angles to the relocated Hillsboro-Silverton Highway at Engineer's Station 236+00 and included in a strip of land variable in width, lying on the Northwesterly side of said center line which center line is described as follows:

Beginning at Engineer's center line Station 211+00, said station being 183.14 feet South and 11.61 feet East of the Northwest corner of the John Gearin Donation Land Claim No. 70, Township 4 South, Range 2 West of the Willamette Meridian; thence South 5°35'26" East 351.08 feet; thence on a spiral curve right (the long chord of which bears South 1°25'32" East 498.94 feet) 500 feet; thence on a 1145.92 foot radius curve right (the long chord of which bears South 31°43'04" West 961.62 feet) 992.33 feet; thence on a spiral curve right (the long chord of which bears South 64°51'40" West 498.94 feet) 500 feet; thence South 69°01'34" West 156.59 feet to Engineer's center line Station 236+00.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Width on Northwesterly Side of Center Line
230+00		236+00	40 in a straight line to 28.45

Bearing are based on an Oregon Department of Transportation Survey. See Drawing No. 8B-1-5, dated January 1956.

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WATER RESOURCES DEPT
SALEM, OREGON

Order No. 658234

Exhibit 'A' - continued

PARCEL V:

Beginning 10.20 chains North and North 51°45' West 19.52 chains from the Southeast corner of Section 5, Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence North parallel with the East boundary of that certain 154 acre tract bequeathed by Johanna Knapp to the grantor and the grantee herein 45.00 chains to the point in the center of the County Road; (set an iron bar on the South boundary of the road for range stake); thence South 86°50' West in the center of the County Road 7.45 chains to a point; thence North 84°50' West in the center of the County Road 4.60 chains to a point; thence South 62°30' West in the center of the road 4.02 chains to a point; thence South 42°47' West in the center of the road 10.55 chains to a point on the West boundary of the said tract; thence South 1/2° East 17.83 chains to a rock set for the Southwest corner of the said tract; thence South 51°54' East on the South boundary of the said tract 29.04 chains to the place of beginning.

PARCEL VI:

Beginning at a point on the line between Sections 4 and 5, Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon 10.20 chains North of the Southeast corner of Section 5; running thence North on the East boundary of that certain 154 acre tract bequeathed by Johanna Knapp to the grantor and the grantee herein 57.76 chains to the center of the County Road; thence South 86°50' West in the center of the County Road 15.30 chains; thence South parallel with the East line of the said tract 45.00 chains to a point on the South boundary thereof (set an iron rod for the Southwest corner of the tract); and thence South 51°45' East on the South boundary of the said tract 19.52 chains to an iron bar set for the Southeast corner of said tract and the place of beginning.

PARCEL VII:

Beginning at a point 18.76 chains North 51°55' West and 10.83 chains South 67°35' West from the Northeast corner of the Southeast projection of the Donation Land Claim of George Alpin and wife in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence North 51°55' West 47.85 chains to a point 9.52 chains South 38°30' West from the Northern boundary of the George Alpin Claim; thence South 38°30' West 10.83 chains to the North line of E. X. Pillett's land; thence South 51° East 41.62 chains along the North line of E. X. Pillett's land, to the middle of the County Road leading from St. Paul to Champoeg; thence North 67°35' East 12.59 chains to the point of beginning.

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WATER RESOURCES DEPT
SALEM, OREGON

Order No. 658234

Exhibit 'A' - continued

PARCEL VIII:

Situate lying and being in Marion County, State of Oregon, and more particularly described as:

Beginning at a point 4.8 chains South of the Southwest corner of Section 33, Township 3 South, Range 2 West of the Willamette Meridian; thence North $41^{\circ}15'$ West along the Westerly line of the Etienne Lucier Donation Land Claim 20.85 chains to a point; thence North $81^{\circ}9'$ East 23.27 chains to a point; thence South $8^{\circ}28'$ East 25.79 chains to a point; thence West 1.51 chains to a point; thence South 6.97 chains to a point; thence West 11.55 chains to a point; thence 13.23 chains to the point of beginning, all in Sections 4 and 5, Township 4 South, Range 2 West and Sections 32 and 33, Township 3 South, Range 2 West of the Willamette Meridian.

ALSO: Beginning at a point which is 538.16 feet South, $0^{\circ}44'$ West, 1116.03 feet South $88^{\circ}13'$ West, 99.00 feet West, 460.02 feet South and 50.00 feet South $89^{\circ}23'$ West from the Northeast corner of the Peter Waggoner Donation Land Claim No. 39 in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence South $89^{\circ}23'$ West 351.05 feet; thence South $00^{\circ}29'$ East 100.00 feet; thence North $89^{\circ}23'$ East 351.02 feet; thence North $00^{\circ}29'$ West 100.00 feet to the place of beginning.

TOGETHER WITH an easement, as set forth in instrument recorded in Reel 384, Page 159, including the terms and provisions thereof, for Marion County, Oregon.

SAVE AND EXCEPT: Beginning at a point which is 538.16 feet South $0^{\circ}44'$ West, 1116.03 feet South $88^{\circ}13'$ West, and 99.00 feet West from the Northeast corner of the Peter Waggoner Donation Land Claim No. 39, in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence South 460.02 feet; thence $89^{\circ}23'$ West 50.00 feet; thence North 460.02 feet; thence North $89^{\circ}23'$ East 50.00 feet to the place of beginning.

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