



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

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OWRD

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

Alternate Review Process (ORS 537.409): You may use this form for any reservoir storing less than 9.2 acre-feet or with a dam less than 10 feet high.

Use a separate form for each reservoir

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

1. APPLICANT INFORMATION

Applicant: O.O. Agricultural Investment Company, LLC
First Last

Mailing Address: P.O. Box 824
Corvallis OR 97339
City State Zip

Phone: _____
Home Work Other

Fax: _____ E-Mail Address*: todd.ooaic@gmail.com

* 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.)

2. AGENT INFORMATION

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

Agent: Steven Bruce
First Last

Mailing Address: 1626 Victorian Way
Eugene Oregon 97401
City State Zip

Phone: _____
Home Work Other

Fax: _____ E-Mail Address*: steve@skookumwater.com

* 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.)

3. LOCATION AND SOURCE

A. Reservoir Name: Unnamed Reservoir

B. Source: Provide the name of the water body or other source from which water will be diverted, and the name of the stream or lake it flows into. Indicate if source is run-off, seepage, or an unnamed stream or spring.
 Source: Muddy Creek and runoff Tributary to: Willamette River

C. County in which diversion occurs: Benton

App. No. <u>2008264</u>	For Department Use Permit No. _____	Date _____
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6. ENVIRONMENTAL IMPACT

- A. **Channel:** Is the reservoir: in-stream or off channel?
- B. **Wetland:** Is the project in a wetland? Yes No Don't know
- C. **Existing:** Is this an existing reservoir? Yes No
If yes, how long has it been in place? _____ years.
- D. **Fish Habitat:** Is there fish habitat upstream of the proposed structure? Yes No Don't know
If yes, how much? _____ miles.
- E. **Partnerships:** Have you been working with other agencies? Yes No
Indicate agency, staff and phone numbers of those involved. Also indicate any agencies that are cost sharing in this project.

7. 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 NA	Address	
City	State	Zip

8. DESCRIPTION

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

Water will be diverted as seasonally allowed from Muddy Creek at the proposed POD located in the SE NW of Section 32 in T12S, R5W, WM. The water will be conveyed by a pipeline to the proposed reservoir in the NW SW of Section 6 in T13S, R5W, WM. Live flow in Muddy Creek will be passed outside the authorized storage season by closing the valve at the inlet to the pipeline.

The proposed dam will be a maximum of 10.0-feet tall above the existing ground surface. About 6 feet of soils will be excavated below the existing ground surface to create additional storage. The maximum proposed storage volume of the reservoir will be 50 acre-feet.

The dam will have an outlet pipe with a minimum diameter of 8 inches to allow the reservoir to be drained. A pump can be used to drain the portion of the reservoir that extends below ground surface.

This application replaces Application R-88310, which is being withdrawn because the dam height is being reduced from the proposed 25 feet to a maximum of 9.9 feet, allowing us to file under the Alternate permitting process. We made the change in dam height because of the costs involved with designing and constructing the taller dam.

We withdrew Application R-88310 after the Initial Review was issued. Scott Grew of the Department is the caseworker. Mr. Grew has the original Land Use Information form, signed by a Benton County planning official, which we understand can be used for this application.

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D. Reservoir Location

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Township (N or S)	Range (E or W)	Section	quarter/quarter	tax lot number
13 S	5 W	6	NW SW	1200

E. Dam: Maximum height of dam: 9.9 feet. If excavated, write "zero feet".

F. Quantity: Amount of water to be stored in the reservoir at maximum capacity. List volume in acre-feet: 50

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

4. WATER USE

Indicate the proposed use(s) of the stored water. NOTE: You may wish to consider filing for "Multipurpose use" for your reservoir. Multipurpose use does not limit the types of future uses for the stored water. Multipurpose covers all uses including: stockwater, fish and wildlife, aesthetics, domestic, irrigation, agriculture, fire protection and pollution abatement. If any use will be out of reservoir use, regardless of the type of storage listed, a secondary application must be filed to appropriate the stored water.

Multipurpose

5. PROPERTY OWNERSHIP

Please provide a copy of the recorded deed(s).

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

Yes (please check appropriate box below then skip to section 5)

There are no encumbrances

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

No (Please check the appropriate box below)

I have a recorded easement or written authorization permitting access.

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

Written authorization or an easement is not necessary, because the only affected lands I do not own are state-owned submersible lands, and this application is for irrigated and/or domestic use only (ORS 274.040). (Do not check this box if you described your use as "Multipurpose" in #3 above.)

List the names and mailing addresses of all affected landowners:

NA

WATERMASTER ALTERNATE RESERVOIR APPLICATION REVIEW SHEET

Recommendations for Water Right Applications under the Alternate Reservoir review process (ORS 537.409)

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

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

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

The review of alternate reservoirs is limited to these criteria only.

Application #: R-

Applicant's Name: O O Agriculture Investment Co.

Reservoir Name: Unnamed Reservoir

Source: Muddy Cr & runoff

Vol (af): 50.0

Twp, Rng, Sec, QQ: 13S, 5W, 6, NWSW, TL 1200

Basin Name: Marys

off-channel

1) Does the proposed reservoir have the potential to injure existing water rights? **YES**

Explain: If storage season is allowed outside of Nov – Jun, injury could occur.

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2) Can conditions be applied to mitigate the potential injury to existing water rights? **YES**

If YES, which conditions are recommended: Season Nov - Jun, TFM on Muddy Creek, staff plate in reservoir

3) Did you meet with staff from another agency to discuss this application? **NO**

Who:

Agency:

Date:

Who:

Agency:

Date:

Watermaster signature:



Jeana Eastman, NW Region Assistant Watermaster

Date: 1/13/17

WRD Contact: Caseworker:

Water Rights Division, 503-986-0900 / Fax 503-986-0901

NOTE: This completed form must be returned to the applicant

R-88364

WATERMASTER ALTERNATE RESERVOIR APPLICATION REVIEW SHEET

Recommendations for Water Right Applications under the Alternate Reservoir review process (ORS 537.409)

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

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

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

The review of alternate reservoirs is limited to these criteria only.

Application #: R-

Applicant's Name: *O.O. Agricultural Investment Company, LLC*

1) Does the proposed reservoir have the potential to injure existing water rights? NO YES

Explain:

2) Can conditions be applied to mitigate the potential injury to existing water rights? NO YES

IF YES, which conditions are recommended:

3) Did you meet with staff from another agency to discuss this application? NO YES

Who:

Agency:

Date:

Who:

Agency:

Date:

Watermaster signature:

Date:

WRD Contact: Caseworker: Water Rights Division, 503-986-0900 / Fax 503-986-0901

NOTE: This completed form must be returned to the applicant

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QWRD

R-88264

ODFW Alternate Reservoir Application Review Sheet

This portion to be completed by the applicant.

Applicant Name/Address/Phone/Email: O.O. Agricultural Investment Company, LLC
P.O. Box 824 Corvallis, OR 97339 (503) 334-5117 todd.ooaic@gmail.com

Reservoir Name: Unnamed Reservoir Source: Muddy Creek Volume (AF): 50
 POD: T1B5 R5W(WM) Sec 32 SENW

Twp Rng Sec QQ: Reservoir: T1B5, R5W(WM) Sec 6 NW SW Basin Name: Willamette in-channel off-channel

Note: It is unlikely that ODFW will be able to complete this form while you wait, nevertheless we recommend making an appointment to submit the form so as to provide any necessary clarifications. See pg. 6 of Instructions for contact information.

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

- 1) Is the proposed project and AO¹ off channel? YES NO
 (if yes then proceed to #4; if no then proceed to #2)
- 2) Is the proposed project or AO located where NMF² are or were historically present?..... YES NO
 (if yes then proceed to #3; if no then proceed to #4)
- 3) If NMF are or were historically present:
- a. Is there an ODFW-approved fish-passage plan?..... YES NO
 - b. Is there an ODFW-approved fish-passage waiver or exemption?..... YES NO

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

- 4) Would the proposed project pose any other significant detrimental impact to an existing fishery resource locally or downstream?..... YES NO
 Explain below (for example, list STE species or other existing fishery resources that would be impacted negatively.)

- Any diversion or appropriation of water for storage during the period June 1 through Oct. 31 poses a significant detrimental impact to existing fishery resources. (For example, if diversion of water for storage during a certain time period would cause a significant detrimental impact to an existing fishery resource, then ODFW should recommend conditions or limitations.)
 If NMF fish are present at the project site or point of water diversion then the applicant should be advised that a fish screen consistent with screening criteria will be required.
- This proposed pond or reservoir contemplates impounding water in the Columbia Basin above Bonneville Dam. ODFW has determined that additional diversions of water in this area pose a significant detrimental impact to existing fishery resources during the period April 15 through September 30.

Potential impacts to Muddy Creek fish resources from this ~~diver~~ project include accidental entrainment into the pipe from

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

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

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R-88264

pumping and negatively impacting water quality during
summer low flow periods

If YES, can conditions be applied to mitigate the significant detrimental impact to an existing fishery resource?

NO (explain)

YES (select from Menu of Conditions on next page)

Same as for R-88310:

1. fish approve

2. 651a : limit period when water is diverted out of Muddy Creek
between Nov. 1 and May 31 each year.

ODFW Signature:

Alex Farrand

Print Name:

Alex Farrand

ODFW Title:

Assistant District Fish Biologist

Date:

1/13/17

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

Revised 10/4/12

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R-88364

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

NOTE TO APPLICANTS

In order for your application to be processed by the Water Resources Department (WRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be used and developed. The planning official may choose to complete the form while you wait, or return the receipt stub to you. Applications received by WRD without the Land Use Form or the receipt stub will be returned to you. Please be aware that your application will not be approved without land use approval.

This form is NOT required if:

- 1) Water is to be diverted, conveyed, and/or used only on federal lands; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and all of the following apply:
 - a) The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b) The application involves a change in place of use only;
 - c) The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; and
 - d) The application involves irrigation water uses only.

NOTE TO LOCAL GOVERNMENTS

The person presenting the attached Land Use Information Form is applying for or modifying a water right. The Water Resources Department (WRD) requires its applicants to obtain land-use information to be sure the water rights do not result in land uses that are incompatible with your comprehensive plan. Please complete the form or detach the receipt stub and return it to the applicant for inclusion in their water right application. You will receive notice once the applicant formally submits his or her request to the WRD. The notice will give more information about WRD's water rights process and provide additional comment opportunities. You will have 30 days from the date of the notice to complete the land-use form and return it to the WRD. If no land-use information is received from you within that 30-day period, the WRD may presume the land use associated with the proposed water right is compatible with your comprehensive plan. Your attention to this request for information is greatly appreciated by the Water Resources Department. If you have any questions concerning this form, please contact the WRD's Customer Service Group at 503-986-0801.

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Land Use Information Form - Page 1 of 3

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WATER RESOURCES DEPT
SALEM, OREGON

WR / FS

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): O.O. Agricultural Investment Company, LLC

Mailing Address: P.O. Box 824

City: Corvallis

State: OR

Zip Code: 97339

Daytime Phone: (503) 334-5117

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:
<u>See</u>	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
<u>Attached</u>	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
<u>List</u>	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input type="checkbox"/> Used	

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

Benton 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)

Estimated quantity of water needed: 100.0 cubic feet per second gallons per minute acre-feet

Intended use of water:
 Irrigation Commercial Industrial Domestic for _____ household(s)
 Municipal Quasi-Municipal Instream Other Multipurpose

Briefly describe:

Water will be diverted from Muddy Creek and piped to a reservoir for storage. The uses for the stored water will be Multipurpose, including irrigation. *Hazlet farm (Hazlet Mkt)*

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

See bottom of Page 3. →

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

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

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

Authorization for farm use - irrigation of hazel nut / Gilbert orchard.

Name: Linsey Godwin Title: Assoc. Planner
 Signature: Linsey Godwin Phone: 541 766 6819 Date: 10/27/16
 Government Entity: Benton 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: _____

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WATER RESOURCES DEPT WR / FS
SALEM, OREGON

R-88310
R-88304

ATTACHMENT TO:

Oregon Water Resources Department

Land Use Information Form

Applicant Name: O.O. Agricultural Investment Company, LLC

A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan designation	Water to be:	Proposed Land Use:
12 S	5 W	31	SW SW	1400		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
12 S	5 W	31	SE SW	1400		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
12 S	5 W	31	NE SE	1200		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	No Change
12 S	5 W	31	NW SE	1200		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	No Change
12 S	5 W	31	SW SE	1000, 1200, 1400		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
12 S	5 W	32	SW NW	600		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	No Change
12 S	5 W	32	SE NW	100, 600		<input checked="" type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	No Change
12 S	5 W	32	NW SW	300, 1200		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	No Change
12 S	6 W	36	SW SW	300		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
12 S	6 W	36	SE SW	300		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	5 W	6	NW NE	1400		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	5 W	6	SW NE	1200		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	5 W	6	SE NE	1200		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	5 W	6	NE NW	1400		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	5 W	6	NW NW	1000, 1400		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	5 W	6	SW NW	1200		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	5 W	6	SE NW	1200		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	5 W	6	NE SW	1200		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	5 W	6	NW SW	1200		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	6 W	1	NE NE	101, 1000		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	No Change
13 S	6 W	1	NW NE	101		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input type="checkbox"/> Used	No Change
13 S	6 W	1	NE NW	300		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change
13 S	6 W	1	NW NW	300		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	No Change

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WATER RESOURCES DEPT
SALEM, OREGON

R-88310

R-88364



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:
O.O. Agricultural Investment Company, LLC
1890 Maple Avenue Apt. PH01
Evanston, IL 60201

BENTON COUNTY, OREGON 2016-545205
DE-WD
Stn=10 DB 06/10/2016 01:48:32 PM
\$10.00 \$11.00 \$10.00 \$20.00 \$22.00 \$73.00

I, James V. Morales, County Clerk for Benton County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

James V. Morales - County Clerk

Until a change is requested all tax statements shall be sent to the following address:
O.O. Agricultural Investment Company, LLC
1890 Maple Avenue Apt. PH01
Evanston, IL 60201
File No. 102749AM

STATUTORY WARRANTY DEED

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Emerald Christmas Tree Company, a Washington corporation,

Grantor(s), hereby convey and warrant to

WATER RESOURCES DEPT
SALEM, OREGON

O.O. Agricultural Investment Company, LLC,

Grantee(s), the following described real property in the County of Benton and State of Oregon free of encumbrances except as specifically set forth herein:

Being situated in the County of Benton and State of Oregon, to-wit:

That portion of that certain tract of land described and conveyed by deed recorded as M-53974. Microfilm Records of Benton County, Oregon, said portion being more particularly described as follows:

Beginning at a point marked by a railroad spike in the West face of a 44 inch oak tree, said point being on the North line of and 518.37 feet South West from the Northeast corner of the Michael Walker Donation Land Claim No. 64. in Section 36, Township 12 South, Range 6 West of the Willamette Meridian, Benton County, Oregon; running thence South 89°47'58" West, along said North line of said Claim, 1393.98 feet to a 5/8 inch iron rod set on the East right of way line of Benton County Road No. 26250 (Beaver Creek Road); thence along the East right of way line the following courses and distances; along the arc of a 746.20 foot radius curve right (the long chord of which bears South 23°05'00" West 501.49 feet) a distance of 511.44 feet to a 5/8 inch iron rod; South 42°43'06" West 21.44 feet to a 5/8 inch iron rod; along the arc of a 686.2 foot radius curve left (the long chord of which bears South 29°27'20" West 407.26 feet) a distance of 413.49 feet to a point 0.10 feet West of a 5/8 inch iron rod; and South 08°11'34" West 1546.76 feet to a 5/8 inch iron rod on the North right of way line of Benton County Road No. 26260 (Llewellyn Road); thence North 89°55'43" East, parallel to and 30 feet North of the South line of the Michael Walker Donation Land Claim No. 40 in Section 1 of Township 13 South, Range 6 West of the Willamette Meridian in said County and State, a distance of 1713.75 feet to a 5/8 inch iron rod; thence North 11°56' East 1160.54 feet to a 5/8 inch iron rod; thence North 02°10'50" East 1243.80 feet to the point of beginning.

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

13S-06W-10 101

The true and actual consideration for this conveyance is \$600,000.00.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

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R-88310
R-88364

AmeriTitle 102749 AM

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


Dated this 9th day of June 2016.

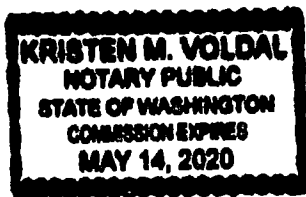
Emerald Christmas Tree Company

by: Erin Fleck, President

State of Washington)ss.
County of KING }

On this 9th day of June, 2016, before me, KRISTEN M. VOLDAL a Notary Public in and for said state, personally appeared Erin Fleck known to me to be the President of the Emerald Christmas Tree Company Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, she executed the foregoing in said Corporation name. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for the State of Washington
Residing at: SEATTLE, WA
Commission Expires: 5-14-20



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OCT 28 2016

WATER RESOURCES DEPT
SALEM, OREGON

TICOR TITLE 071815041792

GRANTOR:
Jorgensen Family LLC

GRANTEE:
O.O. Agricultural Investment Company, LLC
693 Chemeketa Street NE
Salem, OR 97304

SEND TAX STATEMENTS TO:
O.O. Agricultural Investment Company, LLC
693 Chemeketa Street NE
Salem, OR 97304

AFTER RECORDING RETURN TO:
O.O. Agricultural Investment Company, LLC 693
Chemeketa Street NE
Salem, OR 97304

BENTON COUNTY, OREGON	2015-536905
DE-WD	
Stn=2 PF	09/30/2015 10:50:12 AM
\$10.00 \$11.00 \$10.00 \$20.00 \$22.00	\$73.00
I, James V. Morales, County Clerk for Benton County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
James V. Morales - County Clerk	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Jorgensen Family LLC, an Oregon Limited Liability Company , Grantor, conveys and warrants to

O.O. Agricultural Investment Company, LLC, an Oregon Limited Liability Company , Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Benton, State of Oregon:

Parcel 3, Partition Plat 2015-020, recorded September 16, 2015, Document No. 2015-536384, Benton County Deed Records, Benton County, Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS \$1,006,210.00.
(See ORS 93.030)

Subject to and excepting:

CCRs, reservations, set back lines, power of special districts and easements of record.

2015/2016 Taxes Due, but not yet payable

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WATER RESOURCES DEPT
SALEM, OREGON

471815041792-TTMIDWIL10
Deed (Warranty-Statutory)

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

DATED: 9/29/15

Jorgensen Family LLC, an Oregon Limited Liability Company

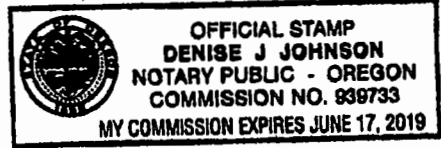
BY Stephanie Jorgensen, mgr.
Stephanie Jorgensen, Manager / Member

State of OREGON

COUNTY of Benton

This instrument was acknowledged before me on September 29, 2015 by Stephanie Jorgensen, Managing Member of Jorgensen Family LLC, an Oregon Limited Liability Company.

[Signature]
Notary Public - State of Oregon
My commission expires: June 17, 2019



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OCT 28 2016

WATER RESOURCES DEPT
SALEM, OREGON

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471815041792-TTMIDWIL10
Deed (Warranty-Statutory)

R-88310
R-88364

PIPELINE EASEMENT

THIS EASEMENT AGREEMENT is made this ____ day of August, 2016, by and between **Stephanie E. Jorgensen and Jonathan E. Jorgensen, Trustees of the Jorgensen Family Trust dated August 19, 1993**, including any amendments thereto, hereinafter referred to as the Grantor, and **O. O. Agricultural Investment Company, LLC**, an Oregon Limited Liability Company, hereinafter referred to as the Grantee, for the purpose of establishing an easement for domestic and irrigation pipelines over and across the Grantor's property to serve the Grantee's property.

WHEREAS Grantor is the owner of real property located in Benton County, Oregon, which property is legally described in Exhibit A hereto. Grantor's property is the servient estate in this Easement; and

WHEREAS Grantee is the owner of real property located in Benton County, Oregon, which property is legally described in Exhibit B hereto. Grantee's property is the dominant estate in this Easement; and

WHEREAS Grantor has the unrestricted right to grant easements over and across the real property legally described in Exhibit A, and intends hereby to so grant an Easement for domestic and irrigation pipelines over and across said property to serve the Grantee's property; and

WHEREAS The area to be granted in this Easement is a 30 foot wide strip of land legally described in Exhibit C, and shown on a map which is a part of Exhibit C. This area is hereinafter referred to as the Easement Area; and

WHEREAS the parties hereto do hereby desire to set out the terms and conditions upon which an Easement will be granted for the domestic and irrigation pipelines; now

After Recording Return to:
O. O. Agricultural Investment Company, LLC
Todd Smith
P. O. Box 824
Corvallis, Oregon 97339

Send Tax Statements to:

No Change

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***** WITNESSETH *****

FOR AND IN CONSIDERATION OF the mutual promises, covenants and agreements contained herein, the sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. Grantor does hereby grant, assign and set over unto the Grantee a permanent, nonexclusive, appurtenant easement for a domestic water pipeline, and an irrigation pipeline, along, over and across that portion of Grantor's real property legally described in Exhibit C hereto.
2. Grantee shall have the right, privilege, and authority, to construct, maintain, replace, reconstruct, and/or remove a domestic water pipeline and an irrigation water pipeline, with all appurtenances incident thereto or necessary therewith, on, under and across the said strip of land described in Exhibit C, and to cut and remove from said strip of land any trees and other obstructions which may endanger the safety or interfere with the construction, use, or maintenance of said water pipelines, and the right of ingress and egress to, over, and from the above described premises at any and all times for the purpose of doing anything necessary or useful, for the enjoyment of the Easement hereby granted.
3. Grantee shall upon each and every occasion that any water pipelines are constructed, maintained, replaced, reconstructed, or removed, restore the premises of the Grantor, including any buildings or improvements disturbed by the Grantee, to a condition as near as practicable as they were prior to any such installation or work, and if not practicable, then pay to Grantor a reasonable compensation for such conditions that cannot be reasonably or practicably restored.
4. Grantor reserves the right to use the surface of the premises for walkways, driveways, planting and related purposes to the extent that such use is consistent with the Grantee's construction, use and maintenance of domestic and irrigation pipelines on the servient property. No building or other permanent structure that would enjoin Grantee from the intended purpose of this Easement shall be placed upon the Easement Area without the written permission of the Grantor, its heirs or assigns.
5. This Easement shall continue in perpetuity, or until such time as the then owners of all subject properties agree to terminate the Easement.
6. This Easement agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators, assigns and successors in interest as well.
7. In the event of a dispute over this Easement agreement, the prevailing party shall be entitled to reimbursement of all reasonable attorney fees, costs and disbursements incurred in the dispute before litigation, at trial and on appeal, if any.
8. Grantee, their heirs, executors, administrators, assigns and successors shall hold and save Grantor harmless from any and all claims of third parties arising from Grantee's use of the easement rights granted herein.

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9. In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

GRANTOR

Jorgensen Family Trust dated August 19, 1993
Including any Amendments thereto

By: _____
Stephanie E. Jorgensen, Trustee

By: _____
Jonathan E. Jorgensen, Trustee

GRANTEE

O. O. Agricultural Investment Company, LLC

By: _____
W. Compton Chase-Lansdale, Manager

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*** NOTARIALS ***

STATE OF OREGON)
) ss.
County of _____)

On this ___ day of August, 2016, personally appeared, Stephanie E. Jorgensen who being duly sworn, did say that she is a Trustee of the Jorgensen Family Trust dated August 19, 1993 Including any Amendments thereto, and that said Stephanie E. Jorgensen signed in behalf of said Trust and by authority of the terms of the Trust; and acknowledged said document to be their voluntary act and deed on behalf of the Trust.

Notary Public for Oregon

STATE OF WASHINGTON)
) ss.
County of _____)

On this ___ day of August, 2016, personally appeared, Jonathan E. Jorgensen, who being duly sworn, did say that he is a Trustee of the Jorgensen Family Trust dated August 19, 1993 Including any Amendments thereto, and that said Jonathan E. Jorgensen signed in behalf of said Trust and by authority of the terms of the Trust; and acknowledged said document to be their voluntary act and deed on behalf of the Trust.

Notary Public for Washington

STATE OF OREGON)
) ss.
County of _____)

On this ___ day of August, 2016, personally appeared, W. Compton Chase-Lansdale who being duly sworn, did say that he is the Managing Member of O. O. Agricultural Investment Company, LLC, an Oregon Limited Liability Company, and that said instrument was signed on behalf of said LLC, and with the authority of its members; and he acknowledged said document to be its voluntary act and deed.

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Notary Public for Oregon

R-09264

EXHIBIT A

(Legal Description of Grantor's Property - Servient Estate)

That certain real property, and the improvements thereon, located in Benton, County, Oregon, and legally described as follows:

Parcel 2, PARTITION PLAT NO. 2015-023, in the Southwest Quarter of Section 31, Township 12 South, Range 5 West, the Northwest Quarter of Section 6, Township 13 South, Range 5 West, the Southeast Quarter of Section 36, Township 12 South, Range 6 West, and the Northeast Quarter of Section 1, Township 13 South, Range 6 West, Willamette Meridian, Benton County, Oregon.

Said property is identified further as Tax Lot 1000, on Map 13.6.01, and is 85.01 acres in size.

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EXHIBIT B

(Legal Description of Grantee's Property - Dominant Estate)

That certain real property, and the improvements thereon, located in Benton, County, Oregon, and legally described as follows:

Parcel 1, PARTITION PLAT NO 2015-023, Benton County, Oregon.

Said property is identified further as Tax Lot 203, on Map 13.5.06 and is 94.01 acres in size.

TO BE CONFIRMED

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EXHIBIT C

(Legal Description of the Easement Area)

That certain real property, and the improvements thereon, located in Benton, County, Oregon, and legally described as follows:

TO BE PROVIDED BY NORTHSTAR SURVEYING

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EXHIBIT 'A'

Parcel I:

Beginning at the most Easterly Northeast corner of the Benjamin Cutler Donation Land Claim No. 68 in Township 12 South, Range 5 West of the Willamette Meridian and running thence South $0^{\circ}11' 1/2''$ West 65.044 chains to the Southeast corner thereof, thence South $89^{\circ}03'$ West along the South line of said claim 2.499 chains to the quarter section corner common to Sections 32 and 33, said Township and Range; thence North $89^{\circ}54' 1/2''$ East along the East and West centerline of said Section 33, 50.00 chains, thence North $0^{\circ}14'$ West 1.010 chains to the Southerly Southeast corner of Tract No. 9 described in Declaration of taking recorded in Book 102, Page 321, Benton County Deed Records; thence South $89^{\circ}38' 1/2''$ West along the South line of said Tract No. 9, 15.580 chains to the Southwest corner thereof; thence North $1^{\circ} 11' 1/2''$ East along the West line of said tract 64.057 chains to the South line of the James W. Dunn Claim No. 61, said Township and Range; thence North $89^{\circ}55'$ West along the South line of said latter claim 33.034 chains to the point of beginning. (Basis of bearings in the above description of the West line of said Tract No. 9 as determined by United States Surveyors).

Parcel II:

Beginning at the Northeast corner of the Southeast quarter of Section 29 in Township 12 South, Range 5 West, of the Willamette Meridian Benton County, Oregon; thence South 14.50 chains, East 2.40 chains; South 10.92 chains; West 40.70 chains, North 25.42 chains, East 38.20 chains to beginning.

Also, Beginning 24.52 chains South and 2.40 chains East of the Northeast corner of Southeast quarter of Section 29, Township 12 South, Range 5 West of the Willamette Meridian in Benton County, Oregon; thence South 23.71 chains to land of Iva May Castro, West 39.40 chains, South 6.07 chains, South 25° East 7.00 chains, South 20° West, 5.00 chains, South 80° West 2.50 chains, South 5.83 chains, West 15.50 chains to center of Muddy Creek, up stream to South line of W. Omnby Claim No. 67, West to Southwest corner of same, North to South line of North half of said claim, East to East line of same, North to Southwest corner of above described tract East 40.70 chains to beginning.

Except therefrom that parcel described in deed recorded May 25, 1999 as M-267548-99, Microfilm Records of Benton County, Oregon, more particularly described as follows:

A portion of that certain tract conveyed to Emma L. Davis in M-264022-99, Microfilm Records of Benton County, Oregon, lying in the North 1/2 of Section 32, Township 12 South, Range 5 West, Willamette Meridian Benton County, Oregon, being more particularly described as follows: Beginning at a point lying South $0^{\circ}07'11''$ East 4,257.65 feet from a 1 1/4 inch iron shaft at said Northwest corner of Donation Land Claim No. 68; thence South 406.43 feet; thence West 557.43 feet; thence North 227.93 feet; thence North $4^{\circ}33'26''$ West 234.46 feet; thence North $54^{\circ}59'05''$ East 58.69 feet; thence North $78^{\circ}54'41''$ East 97.65 feet; thence South $58^{\circ}13'30''$ East 36.67 feet; thence South $77^{\circ}34'22''$ East 410.61 feet to the point of beginning.

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Page 1 of 2

R-88764

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**IRRIGATION PIPELINE
CONSTRUCTION AND OPERATIONS AGREEMENT**

THIS AGREEMENT IS MADE this day of August, 2016 by and between **O. O. AGRICULTURAL INVESTMENT COMPANY, LLC**, an Oregon Limited Liability Company, hereinafter referred to as "OOAIC"; and **VITAL FARMLAND, LP**, a Delaware Limited Partnership, duly registered to do business in the State of Oregon as a Foreign Limited Partnership, hereinafter referred to as "Vital"; and **VFO CORVALLIS, LLC**, a Delaware Limited Liability Company, duly registered to do business in the State of Oregon as a Foreign Limited Liability Company, hereinafter referred to as "VFO".

WHEREAS OOAIC is the owner of certain farmland located in Benton County, Oregon which is described as Tax Lots 300 and 101 on Map 13.6.01, and Tax Lot 1400 on Map 13.5.06, and which constitute a large farm unit; and

WHEREAS Vital is the owner of certain farmland located in Benton County, Oregon which is described as Tax Lot 600 on Map 12.5.32, and which constitutes a large farm unit, commonly referred to as A2R; and

WHEREAS VFO is the owner of certain farmland located in Benton County, Oregon which is described as Tax Lots 100 and 10000 on Map 12.5.31, and Tax Lot 300 on Map 12.5.32, and which constitute a large farm unit commonly referred to as the Davis Farm; and

WHEREAS the parties have agreed to the creation of an irrigation pipeline that will traverse a route from Muddy Creek to the west over and across the parties' various properties to the above referenced property of OOAIC. Easements for the construction and continuation of the pipeline are being executed and recorded contemporaneously with this Agreement to provide the pipeline route and set forth the legal right of the pipeline to be constructed on the parties' various properties; and

WHEREAS the purpose and intent of this Agreement is to set forth the terms and conditions upon which the irrigation pipeline will be constructed, maintained and operated by the parties; now

***** WITNESSETH *****

FOR AND IN CONSIDERATION OF the following mutual covenants and representations, the parties hereto do hereby agree as follows:

1. Except as otherwise provided for herein, OOAIC will organize, construct and own the pipeline, and be responsible for all labor, materials and costs related to construction and installation. All construction and installation shall be performed by either OOAIC employees, or by licensed and bonded contractors.
2. OOAIC will pay for NorthStar Surveying Company to survey and locate final route placement for the pipeline. All parties shall agree to the final route location. Upon completion of the pipeline, Northstar shall prepare an As-Built drawing of the final pipeline construction.

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3. All parties agree to grant all necessary easements required to establish the final agreed upon route location. Easements shall provide the necessary access to the pipeline route such as are necessary for construction and for access to the pipeline and its facilities for maintenance and repair purposes. Such easements shall be agreed upon between the parties, and shall be signed and executed prior to the start of any construction of this pipeline. OOAIC shall be responsible for the costs of recording of all necessary easements. No construction on the pipeline may begin until this Agreement is fully executed, or at such time as the parties agree that construction may begin even if this Agreement is not yet signed.
4. Except for necessary locations for pumps and valves, the pipeline shall be constructed as an underground pipeline. OOAIC warrants that all construction shall be done in a good and workmanlike manner, and shall be free from workmanship defects. All permits necessary for construction shall be obtained before any construction may begin. All parties agree that the water to be conveyed through the pipeline is not potable, and shall be used only for agricultural purposes.
5. Vital and VFO shall notify OOAIC as soon as is practicable prior to commencement of construction of the pipeline of any known hazards on their respective tracts, to include but not be limited to power lines, existing underground plumbing, buried objects, and any known underground obstacles such as rocks, tree roots, underground springs or other similar natural occurrences. For purposes of this Section, the OOAIC contact person will be Todd Smith, who can be reached at 503-334-5117, and the contact person for Vital and VFO will be Jason Bradford who can be reached at 541-740-8168. VFO shall be responsible for the movement, and repair or replacement of any fence on its property that needs to be removed in order to allow construction of the pipeline.
6. The location of riser valves and shut-off valves on Vital and VFO properties shall be agreed to prior to construction, and said locations marked on the final construction plans. Vital shall be responsible for all costs associated with placement of riser valves on its property. VFO shall be responsible for all costs associated with placement of riser valves on its property. OOAIC shall be responsible for costs associated with its shut-off valves.
7. Any future changes to the pipeline, or requests for new connections shall only be allowed upon the written consent of OOAIC, which shall not be unreasonably withheld. Such future connections shall follow all applicable laws and regulations, and the cost of construction and maintenance of the new installations shall be established in a written agreement between the party requesting connection, and OOAIC.
8. OOAIC shall purchase and forever own primary, secondary and booster pumps at the Point of Diversion, and any such pumps that are located on OOAIC property, and associated electrical service of sufficient size and capacity to pump irrigation water from the Muddy Creek point of diversion (POD) to move said irrigation water to the OOAIC property in a volume of a minimum of 1,500 gallons per minute to service the agricultural needs of OOAIC.
9. As part of the construction of the pipeline, OOAIC shall install a separate electrical conduit to run power from the electricity pole on the VFO property to the pump/pumps at the Muddy Creek POD. An easement shall be granted to the parties by VFO and Vital for this electrical service, which shall be executed and recorded contemporaneously with the signing of this Agreement. This provision is subject to the approval of the electric company provider.
10. In the event of any failure or breach of the pipeline, each party will notify the other party's contact person as set forth above in Section 5 as soon as possible. Each party shall, immediately upon discovery, take whatever steps are available to them to shut off valves or risers that may decrease the loss of water or damage done to land, crops or personal property from water emanating from any breach in the pipeline.

In the event the failure or breach of the pipeline was caused by the actions of one of the parties hereto, whether negligent or not, the party causing the failure or breach shall be solely responsible for all costs of the repair/replacement of the pipeline or its related pumps, valves or risers using the same quality materials in order to bring the pipeline back to its original condition.

11. OOAIC shall construct water meters within the irrigation pipeline at locations to be agreed to between the parties and such locations marked on the construction plans before construction begins. OOAIC shall be responsible for the cost of 1 water meter at the Muddy Creek POD, 1 water meter located where the pipeline crosses onto OOAIC property, and any other meters associated with OOAIC's operations. Vital shall be responsible for the cost of water meter/s and all associated installation costs, if water service is requested for Vital's Field AR40. The location of such meter shall be noted on the plans and included on any As-Built drawings of the pipeline. VFO shall be responsible for the cost of any water meters and installation thereof if water service is requested for VFO's fields. The location of such meter/s shall be noted on the plans and included on any As-Built drawings of the pipeline.
12. OOAIC shall be solely responsible for establishing an account in its name with the electricity provider for the electrical service for the pump facilities at the Muddy Creek POD, and for making all payments on that account in full and on time. Reimbursements to OOAIC for electricity used shall be determined by the total amount of electricity used, divided by the percentage of water used as shown by the meter reading shall determine each parties reimbursement amount.
13. To obtain reimbursement for electrical costs, OOAIC shall invoice Green Spring Farms, 8930 Suver Road, Monmouth, OR 97361, or any other entity selected by the parties, based on a cost allocation formula supported by measured water usage by each party hereto. OOAIC shall invoice Green Spring Farms at least annually, on or before December 31st of each year, but has the option to invoice monthly or quarterly in its discretion. Green Spring Farms shall then invoice Vital and VFO, who shall then immediately pay its invoiced share of the electrical costs to OOAIC. Each party shall share with all other parties all water meter data for their respective meters in order to properly establish the cost allocation. Parties will true-up electrical costs annually.
14. All parties hereto shall have the right to jointly use the pump/s and pipeline established by this Agreement solely for agricultural purposes throughout the normal irrigation season.
15. The pump/s at the POD shall not be removed or shut down during the normal irrigation season, except for repair and maintenance.
16. The parties hereto shall meet at a mutually agreeable time and place during the months of December, January or February to coordinate the upcoming season's irrigation plan, in order to ensure all parties are provided sufficient irrigation; to avoid scheduling conflicts; and to plan for any normal required routine repairs and maintenance.
17. All parties hereto shall share in the costs of repairs, maintenance or replacement of the pump/s at the Muddy Creek POD, however, OOAIC shall be solely responsible for all repairs and replacements resulting from workmanship defects in the original construction as provided in Section 3. Each party shall pay its fair share as determined by its use of the irrigation water. During the first 3 years of operation of the pipeline, the fair share shall be determined by water used as determined by the meter readings for each party. This formula is determined by the water meter reading at the Muddy Creek POD, minus the water meter reading at the OOAIC and VFO property lines, will equal the percentage of water used by each party. Thereafter, the fair share contribution to pump/s repairs, maintenance or replacement shall be based on a water use formula, using the first 3 years' average, with this formula taking effect on January 1st of the 4th year following the commencement of operation of this pipeline. If a booster

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pump is required to irrigate for the use of VFO, VFO shall be responsible for all costs associated with the installation and operation of this booster pump.

18. The costs of repair, maintenance and replacement of the pipeline shall be allocated between the parties on the basis of the water use formula established in Section 17 above, however, OOAIC shall be solely responsible for (i) all repair, maintenance and replacement of the pipeline that is located on its own property, and (ii) all repairs and replacements resulting from workmanship defects in the original construction as provided in Section 3.
19. This Agreement covers only the construction, operation, maintenance, repair or replacement of the irrigation pipeline, its pumping, valve and riser systems, and does not address any parties right to access to the water, or water rights required or necessary for any party's beneficial use. Each party is responsible for securing its own water rights, and providing proof thereof to the other parties, prior to having the right to obtain irrigation water from this pipeline.
20. This Agreement has been prepared by the joint consultation of all parties. Therefore, no terms herein shall be construed against any party on account of drafting. All parties have been represented by legal counsel in the preparation of this Agreement, the expense of which shall be borne by each party paying its own legal expenses.
21. Each party hereto shall have the obligation to insure any personal property that is associated with, or connected to this pipeline against damage to the full extent of its insurable value.
22. This Agreement shall continue in effect until terminated as provided for herein. This Agreement shall be binding upon all party's assigns and successors. All parties hereto shall ensure in the event of a conveyed or alienation of title of their respective properties affected herein, that the party to whom the conveyance is made is provided a copy of this Agreement, the referenced Easements, and any Amendments that may be in effect at the time of the conveyance. The parties agree to record a memorandum of this agreement with the Deed Records of Benton County.
23. Except for claims for enforcement of this Agreement, each party, its assigns and successors shall hold and save each other party hereto harmless from any and all claims of each other, or of third parties arising from each party's use of the pipeline.
24. In the event the water source at the POD shall become contaminated, and no longer suitable for irrigation purposes, the pumps shall be shut down, and no water shall be conveyed through the pipeline system until such time as the water source becomes suitable for irrigation. The parties may engage in periodic testing of the water source to ensure its suitability for irrigation.
25. The intent of this Agreement is to provide adequate irrigation water for each's party's farm use. Although each party has exclusive control over its own riser and valve, no party shall be entitled to draw onto its property such amount of water from the pipeline that will cause the lack of sufficient water to any other party for the irrigation of their respective properties.
26. The failure of a party to comply with any term or condition, or fulfill any obligation of this Agreement within 30 days after written notice by another party specifying the nature of the default with reasonable particularity shall constitute an event of default; provided that if the default is of such nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if the party begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as possible. In the event of default, a non-defaulting party may, at its option, perform such duty and obligation on behalf of the defaulting party's behalf,

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annum from the date expended until the date reimbursed to the non-defaulting party. In addition to any of the foregoing, the non-defaulting party(ies) may pursue any other remedies now or hereafter available under applicable Oregon law.

- 27. This Agreement shall remain in full force until such time as it is terminated by the written agreement of all the parties hereto.
- 28. Any amendment to this Agreement shall be in writing and signed by all parties. All agreed upon amendments shall be attached to this Agreement in order to maintain a Master Agreement covering all of the current obligations of the parties.
- 29. If any party hereto brings an action or proceeding involving this Agreement whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.
- 30. In construing this Agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to business entities.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

O. O. AGRICULTURAL
INVESTMENT COMPANY, LLC,

VITAL FARMLAND, LP

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

VFO CORVALLIS, LLC

By: _____
Title: _____
Date: _____

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Tract III

Parcel 1: All that property described in deed recorded in Book 108, Page 366, lying North of Llewellyn Road (County Road No. 25260), Benton County, Oregon, and being further described as follows:

Beginning at a 3 1/4 inch diameter Benton County brass cap at the Westerly Northwest corner of the Jesse Ownby Donation Land Claim No. 69, Township 12 South, Range 5 West, Willamette Meridian, Benton County, Oregon; thence Southerly along the West line of said Claim No. 69 and the Jesse Ownby Donation Land Claim No. 57 in Township 13 South, Range 5 West, 1363 feet, more or less, to the North line of County Road No. 25260, a 60 foot right-of-way; thence along the North line of said County Road on a 924.93 foot radius curve left (the long chord of which bears approximately North 65°14'56" East 46.23 feet) a distance of 46.24 feet, more or less, to the beginning of said curve; thence continuing on said right-of-way line North 63°49'00" East 1867.47 feet, to a 5/8 inch iron rod; thence on the North line of that property conveyed to Benton County described in the deed recorded as M295821-01, Deed Records, North 52°54'13" East 66.82 feet to a 5/8 inch iron rod; thence North 58°06'28" East 131.89 to a 5/8 inch iron rod; thence North 63°49'00" East 162.73 to a 5/8 inch iron rod; thence North 66°29'52" East 280.49 to a 5/8 inch iron rod; thence North 71°47'54" East 91.10 to a 5/8 inch iron rod lying Northerly 30 feet from centerline; thence North 63°49'00" East 547.04 feet to a 5/8 inch iron rod; thence on the North line of that property conveyed to Benton County by the deed recorded as M370057-04, Deed Records, North 26°11'00" West 20.00 feet to a 5/8 inch iron rod; thence North 63°49'00" East 80 feet to a 5/8 inch iron rod; thence on the North line of that property conveyed to Benton County by the deed recorded as M363358-04, Deed Records, North 63°49'00" East 126.5 feet, more or less, to the center of Muddy Creek; thence North with the meanderings of Muddy Creek to the North line of the Jesse Ownby Donation Land Claim No. 69; thence South 89°10' West 36.45 chains, more or less, to the North-Northwest corner of said Claim; thence South 33.50 chains to the interior corner of said Claim; thence West 11.88 chains, more or less, to the Point of Beginning.

Tract IV:

Parcel 1: Commencing at the Southwest corner of the Donation Land Claim of Jacob Martin in Section 36, Township 12 South, Range 6 West, Willamette Meridian in Benton County, Oregon, which point is 10.50 chains West and 7.64 chains North of the Southeast corner of said Township; and run thence North 14.70 chains; thence East 67.50 chains to the center of the County Road; thence South 12° East 14.77 chains; thence West 68.25 chains to the place of beginning.

EXCEPTING THEREFROM: Beginning at the Southeast corner of the above described tract; thence West on the South line of said tract 255 feet, thence North 165 feet; thence East parallel to the South line of said tract to a point in the center of the county road on the East line of said tract; thence South 12° East to the place of beginning.

Parcel 2: Beginning at a point that is 315 feet West and 9.90 chains North of the Northwest corner of Lot 8 in Section 6, Township 13 South, Range 5 West and run thence South 30 feet; thence West 303.42 feet; thence North 30 feet; and thence East 303.42 feet to the place of beginning.

Reference: Title Order No. 034476B
Escrow No. 03-505914

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next page

EXHIBIT "A"

Property 2 Resultant Description, LU-14-083

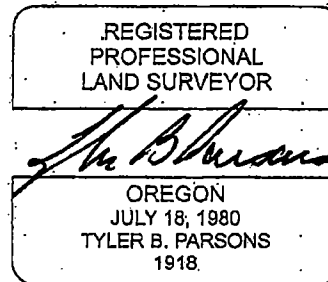
A portion of that property described as Tract I in the deed to VFO Corvallis, LLC, recorded as Document No. 2014-524249, Deed Records of Benton County, Oregon, and being further described as follows:

Beginning at a point on the claim line 28.12 chains South of the northeast corner of the Jacob Martin and wife Donation Land Claim No 66 in Township 12 South, Range 5 West, Willamette Meridian, Benton County, Oregon; thence West 32.67 chains, more or less, to the center of the County Road leading from Corvallis to the Lloyd Settlement (now Bellfountain Road, No. 25100), thence along the center of said road line South 12°00'28" East 2359 feet, more or less, to a point South 74°22'41" West 30.06 feet from a 5/8 inch iron rod on the east right-of-way line of said road; thence North 74°22'41" East 30.06 feet to said iron rod; thence North 74°22'41" East 473.77 feet to a 5/8 inch iron rod; thence South 38°36'12" East 54.31 feet to a 2 inch iron pipe at the northeast corner of that property described in the deed to John L. Davis and Glenda A. Davis recorded as M-89408 (1978), Deed Records; thence along the east line of said Davis property South 38°36'12" East 249.91 feet to a 5/8 inch iron rod at the southeast corner of said Davis property; thence along the north line of that property described in the deed to Charles E. Smith and Marian L. Smith recorded in Book 189 Page 554, Deed Records, North 72°26'25" East 88.00 feet to a 3/4 inch iron rod; thence along the east line of said Smith property South 22°42'18" East 368.25 feet to a brass cap at the westerly northwest corner of the Jessie Ownby Donation Land Claim No. 69 and on the south line of said Martin Donation Land Claim; thence East along the south line of said Martin Donation Land Claim to the southeast corner thereof; thence North along the east line of said Claim 2715 feet, more or less, to the point of beginning and containing 105.62 acres, more or less, not including that portion in roads and highways.

Subject to: the rights of the public in roads and highways.

This description is based on the Property Line Adjustment Survey for John and Glenda Davis and VFO Corvallis LLC dated January 13, 2015 by Parsons Surveying on file with the Benton County Surveyor's Office.

Parsons Surveying
1915 SE Stone St.
Corvallis, OR 97333
541-752-7515
Project No. 1439



RENEWS: 12/31/2016

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east

hhhh081817h
471815044994

GRANTOR:
Jorgensen Family, LLC

GRANTEE:
Stephanie E. Jorgensen and
Jonathan E. Jorgensen, Trustees
25756 Llewellyn Road
Corvallis, OR 97333

SEND TAX STATEMENTS TO:
Stephanie E. Jorgensen and
Jonathan E. Jorgensen, Trustees
25756 Llewellyn Road
Corvallis, OR 97333

AFTER RECORDING RETURN TO:
Stephanie E. Jorgensen and
Jonathan E. Jorgensen, Trustees
25756 Llewellyn Road
Corvallis, OR 97333



BENTON COUNTY, OREGON	2015-539743
DE-WD	12/30/2015 02:30:47 PM
Stn=2 PF	
\$10.00 \$11.00 \$10.00 \$20.00 \$22.00	\$73.00
I, James V. Morales, County Clerk for Benton County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
James V. Morales - County Clerk	

Escrow No: 471815044994-TTMIDWIL10

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Jorgensen Family, LLC, an Oregon Limited Liability Company, Grantor, conveys and warrants to

Stephanie E. Jorgensen and Jonathan E. Jorgensen, Trustees of the Jorgensen Family Trust dated August 19, 1993, including any amendments thereto, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Benton, State of Oregon:

PARCEL 1:

Parcel 4, PARTITION PLAT NO. 2015-020, in Section 6, Township 13 South, Range 5 West, Willamette Meridian, Benton County, Oregon.

PARCEL 2:

Parcel 2, PARTITION PLAT NO. 2015-023, in the Southwest Quarter of Section 31, Township 12 South, Range 5 West, the Northwest Quarter of Section 6, Township 13 South, Range 5 West, the Southeast Quarter of Section 36, Township 12 South, Range 6 West, and the Northeast Quarter of Section 1, Township 13 South, Range 6 West, Willamette Meridian, Benton County, Oregon.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS **\$0.00 To Change Vesting** (See ORS 93.030)

471815044994-TTMIDWIL10
Deed (Warranty-Statutory)

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