

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.our). 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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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 DAVID BERNERT		PHONE (HM) 503-557-8872	
PHONE (WK)	CELL 503-807-8466	FAX	
ADDRESS 4131 IMPERIAL DRIVE			
CITY WEST LINN	STATE OR	ZIP 97068	E-MAIL * DAVE.BERNERT@HPE.COM

Organization Information

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

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

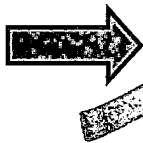
AGENT / BUSINESS NAME JMS ENGINEERING		PHONE 503-559-1146	FAX
ADDRESS 3000 MARKET ST NE, SUITE #426			CELL 503-559-1146
CITY SALEM	STATE OR	ZIP 97301	E-MAIL * JMSENGINEERING@QWESTOFFICE.NET

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.

David Bernert
Applicant Signature

DAVID BERNERT
Print Name and title if applicable
Trustee-Toni Bernert Estate

10/23/2016
Date

App. No. <u>S-88429</u>	For Department Use Permit No. _____	Date _____	RECEIVED
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United States Department of the Interior

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

IN REPLY REFER TO:

PN-6324
WTR-4.00

APR 19 2017

Joe Bernert Towing, Inc., et.al.
Attn: David Bernert
4131 Imperial
West Linn, OR 97068

Subject: Water Service Contract No. 179E101937, Willamette River Basin Project, Oregon

Dear Mr. Bernert:

Enclosed for your records is a fully executed original of Contract No. 179E101937, which provides water use for irrigation beginning with the 2017 irrigation season.

The contract provides irrigation use of up to 173.75 acre-feet of stored water from the Willamette River Basin Project for use on a total of 64.7 acres.

If you have any questions, please contact Mr. Bill Parks, Economist, 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 Department
725 Summer Street NE, Suite A
Salem, OR 97301-1271
(w/copy of contract)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette River Basin Project, Oregon

CONTRACT FOR WATER SERVICE

THIS CONTRACT, made this 19th day of April, 2017, 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 Joe Bernert Towing, Inc.; Toni Bernert Trust; Tom Bernert Trust, 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, PN-BFO-CE-2017-010, approved on January 23, 2017.

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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. 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:

- 30.3 acres, NW1/4 NW1/4, Section 23, T. 3 S., R. 1 W., W.M.
- 9.5 acres, NE1/4 NW1/4, Section 23, T. 3 S., R. 1 W., W.M.
- 0.3 acres, SW1/4 NW1/4, Section 23, T. 3 S., R. 1 W., W.M.
- 16.7 acres, SE1/4 NW1/4, Section 23, T. 3 S., R. 1 W., W.M.
- 1.9 acres, NE1/4 SW1/4, Section 23, T. 3 S., R. 1 W., W.M.
- 4.8 acres, SW1/4 SW1/4, Section 23, T. 3 S., R. 1 W., W.M.
- 1.2 acres, SE1/4 SW1/4, Section 23, T. 3 S., R. 1 W., W.M.

Of the land described, not more than 64.7 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 173.75 acre-feet of stored water annually, measured at the point of delivery of said water.

PAYMENTS FOR WATER

6. (a) An annual payment of \$1,390 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$1,390 will be due on or before March 1 of each succeeding irrigation season in advance of water use.

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This payment will entitle the Contractor to receive up to a maximum of 173.75 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 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.

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(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 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.

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RELEASE OF WATER

9. (a) Upon payment of the charges specified in Article 6 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:

2050 feet north and 1480 feet east of southwest corner of Section 23,
T. 3 S., R. 1 W., W.M.

1480 feet north and 705 feet east of southwest corner of Section 23,
T. 3 S., R. 1 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.

(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.

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(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. 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

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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 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.

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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) 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.

(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.

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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. 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.

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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, Boise, ID 83706-1234, and on behalf of the United States, when mailed, postage prepaid, or delivered to Joe Bernert Towing, Inc. et.al., 4131 Imperial, West Linn, OR 97068. 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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IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

JOE BERNERT TOWING, INC.

By: Joe Bernert Secretary
Signature and Title

TONI BERNERT TRUST

By: Joe Bernert Trustee
Signature and Title

TOM BERNERT TRUST

By: Tom Bernert Trustee
Signature and Title

UNITED STATES OF AMERICA

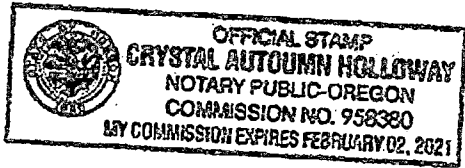
By: Ryan M. Patterson
Program Manager
Repayment and Acreage Limitation
PN Region
Bureau of Reclamation
1150 N. Curtis Road
Boise, ID 83706-1234

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STATE OF Oregon)
: ss
County of Clackamas)

On this 23 day of March, 2017, before me, a notary public, personally appeared Joe Barnett Bwing, Toni Bernert (David Bernert) and Tom Bernert, known to me to be the official(s)/trustees of **JOE BERNERT TOWING, INC.**, the **TONI BERNERT TRUST**, and the **TOM BERNERT TRUST** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said **JOE BERNERT TOWING, INC.**, the **TONI BERNERT TRUST**, and the **TOM BERNERT TRUST**, for the uses and purposes therein mentioned, and on oath stated that he/she/they (*circle one*) is/are authorized to execute said instrument on its behalf.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



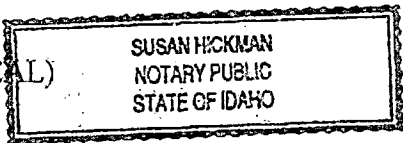
(SEAL)

Crystal A. Holloway
Notary Public in and for the
State of Oregon
Residing at: Wilsonville
My commission expires: February 02, 2021

STATE OF IDAHO)
: ss
County of Ada)

On this 19 day of April, 2017, personally appeared before me Ryan M. Patterson, known to me to be the official of the UNITED STATES OF AMERICA that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.



(SEAL)

Susan Hickman
Notary Public in and for the
State of IDAHO
Residing at: Wilder
My commission expires: 1-7-2022

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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 Project Water Service Area.

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

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.

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(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.

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.),] 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 (1) above and are considered to be employees of the Department of the Interior. See 5 U.S.C. 552a(ih).

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(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.

(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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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.

Only encumbrances are for utility easement which are not affected by this project.

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*).

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.

See Attachment #1

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:

Source 1: POD #1

Tributary to: Willamette River Basin Storage Projects

Source 2: _____

Tributary to: _____

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).

B. Applications to Use Stored Water

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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.)

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**Irrigation water to be applied under this application is BOR Contracted Water from the Willamette River.
See Attachment #2**

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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.

- 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
POD #1	Nursery Use	Year-Around	275 <input type="checkbox"/> cfs <input checked="" type="checkbox"/> gpm <input type="checkbox"/> af

For irrigation use only:

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

Primary: 24.6 Acres Supplemental: Acres

List the Permit or Certificate number of the underlying primary water right(s):

Indicate the maximum total number of acre-feet you expect to use in an irrigation season: 3.0 (est)

- 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

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A. Diversion and Conveyance

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

Pump (give horsepower and type): 25HP centrifugal pump with screened intake

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.

Pumping equipment is located on a permanent dock on the north bank of the Willamette River

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B. Application Method

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

High Pressure Sprinklers

C. Conservation

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

Water applied only when required

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: **Fish screen has been previously installed and approved (see Attachment #1)**
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Describe planned actions: **Irrigation line has already been installed under a previous permit so no riparian or bank work will be required**
- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life.
Describe: **Pumping equipment is located on a permanent dock to the north bank of the Willamette River. The intake is equipped with an approved fish screen.**
- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: **Irrigation water will be applied at a rate such that there will not be run-off or erosion.**

SECTION 7: PROJECT SCHEDULE

Date construction will begin: **Fall 2016**

Date construction will be completed: **Spring 2020**

Date beneficial water use will begin: **May 1, 2020**

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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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Date _____

(For staff use only)



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

WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):

- SECTION 1: _____
- SECTION 2: _____
- SECTION 3: _____
- SECTION 4: _____
- SECTION 5: _____
- SECTION 6: _____
- SECTION 7: _____
- SECTION 8: _____
- SECTION 9: _____
- Land Use Information Form _____
- 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.
- Fees _____

MAP

- Permanent quality and drawn in ink
- Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
- North Directional Symbol
- Township, Range, Section, Quarter/Quarter, Tax Lots
- Reference corner on map
- Location of each well, and/or dam if applicable, by reference to a recognized public land survey corner (distances north/south and east/west)
- Indicate the area of use by Quarter/Quarter and tax lot clearly identified
- Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
- Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)
- Other _____

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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: DAVID BERNGERT
First Last

Mailing Address: 4131 IMPERIAL DRIVE
West Linn OR 97068 Daytime Phone: 503.807.8466
City State Zip

A. Land and Location

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

Township	Range	Section	¼¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
3S	1W	23	NW ¼	200 300 520 800		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
			NW ¼	1000 1100 1200 1300		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
			NW ¼	1400 1600		<input type="checkbox"/> Diverted <input checked="" type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	
						<input type="checkbox"/> Diverted <input checked="" 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:

CLACKAMAS - WILSONVILLE

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) WILLAMETTE RIVER

Estimated quantity of water needed: _____ 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:

IRRIGATION OF NEW FILBERT PLANTINGS

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): Section 4-189 (.02)

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 checked="" 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: Danrel Raulo Title: Senior Planner
 Signature: [Signature] Phone: 503-570-1536 Date: 10/16/16 7/12/17
 Government Entity: City of Wilsonville

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: **JUL 19 2017**

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Jim Schuette

From: Pauly, Daniel [pauly@ci.wilsonville.or.us]
Sent: Wednesday, July 12, 2017 3:20 PM
To: Jim Schuette
Subject: RE: Updating Bernert Land Use Planning Statement for Water Right Application
Attachments: 07122017151511.pdf

Please see attached.

Daniel Pauly, AICP
Senior Planner
City of Wilsonville
503.570.1536

From: Jim Schuette [mailto:jmsengineering@qwestoffice.net]
Sent: Wednesday, July 12, 2017 11:30 AM
To: Pauly, Daniel
Subject: Updating Bernert Land Use Planning Statement for Water Right Application

Daniel;

As per our conversation, find attached the subject planning statement that you reviewed and signed back in October of 2016.

Because David did not have all his documentation in order, we had to delay submitting his application until now.

In the meantime, the statement you signed is out of date for WR to accept (90 days). So, could you please update the review 'date' on the back of the page to reflect today's current date.

I would appreciate if you could then scan it and send it back to me electronically.

Thanks your prompt action on this matter.

Jim Schuette, P.E., CWRE

JMS Engineering
3000 Market St. N.E., Suite 426
Salem, Oregon 97301
Tele: 503.559.1146
Email: jmsengineering@qwestoffice.net

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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: DAVID BERNET
First Last

Mailing Address: 431 IMPERIAL DRIVE
West Linn OR 97068 Daytime Phone: 503-807-8466
City State Zip

A. Land and Location

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 Ground Water
 Surface Water (name) WILLAMETTE RIVER

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

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

Briefly describe:

IRRIGATION OF NEW FILBERT PLANTINGS

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

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		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
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		<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: Daniel Raulo Title: Senior Planner
 Signature: [Signature] Phone: 503-570-1536 Date: 10/6/16
 Government Entity: City of Wilsonville

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

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

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OREGON DEPARTMENT OF FISH AND WILDLIFE
OREGON WATER RESOURCES DEPARTMENT

FISH SCREEN INSPECTION FORM

APPLICANT

Name: DAVID BERNERT, BERNERT NURSERY
Address: 4131 IMPERIAL DR. WEST LINN Phone 1-503-723-9055

Application Number: _____ Permit Number: _____
Water Right Amount (cfs) _____ BOR CONTRACT. New or Renewal

DIVERSION

Stream: Willamette River Tributary to: Columbia River.

Address (if different than applicants): _____

Diversion Type: Pump Location: T _____, R _____, Sec. _____

GPS Coordinates: N 45.29408 W 122.78041 SATS: _____

PUMP INFORMATION

Brand: _____ Horsepower: 25hp Intake Size: 4"

SCREEN INFORMATION

Type: WAVE RAIN Installed by: Water User Date Installed: 2006

Date of Inspection: 6-9-2011 Inspected by: MARY OLSON Agency: ODFW

Comments: Screens Will Meet Criteria up to 350 gpm.

- Screen meets current state criteria for fish protection.
- Screen does not meet current state criteria for fish protection.
- Another screen inspection should be done before water use begins.

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Return this form to: Brendalee S. Wilson, Water Rights Division, OR Water Resources Dept., 158 12th Street NE, Salem, OR 97310 / 1-800-624-3199 ext: 276 / Fax: 503-378-6203 / e-mail: brendalee.s.wilson@wrdd.state.or.us

S-88429

Checklist for Reclamation Water Contractor Diversions

DIVERSION INFORMATION:

Name of Diversion: Wilsonville Diversion Site
Stream: Willamette River Tributary to: Columbia River
Diversion Type (gravity or pump): Pump Location: T , R , Sec.
GPS Coordinates: Lat N 45.29408 Long W 122.78041 Elevation: 55 ft
Who owns the diversion structure? Private Federal Facility Unknown
Name of canal/ditch if available:
Is diversion structure a full upstream passage barrier to adult salmonids? Yes No
If not, what type of upstream passage? No Barrier
What is the purpose of barrier?

WATER CONTRACTOR CONTACTS:

Name: DAVID BERNERT
Address: 4131 Imperial DR
City: West Linn State: OR Zip: 97068
Phone: 1-503-723-9055 Fax:
Water Right Amount (cfs): Certificate Number:
Total amount of water diverted (cfs): 200 gpm? Amount of Contract Water (cfs): 112 ac. Ft.
Water Service Contract number: New/Renewal

FISH INFORMATION:

Please check below:

I. Species of Anadromous Salmonid

- Spring Chinook
- Fall Chinook
- Coho
- Sockeye
- Summer Steelhead
- Winter Steelhead
- Lamprey

II. Species of Resident Trout

- Rainbow Trout
- Cutthroat Trout
- Redband Trout
- Bull Trout

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FISH SCREEN INFORMATION:

Does the canal/ditch have an operating fish screen? Yes No

If yes, Type of Screen: Wade Rain

Type of screen cleaning system (active or ~~passive~~):

Date Installed: 2006 ?? Installed By: Water User

Designed By: _____ Maintained By: Water User

Is screen(s) properly operated and maintained? Yes No

For Rotating Drum or Vertical Panel Screens:

I. Rotating Drum Screen:

- i. Type of Operating System: Electrical Motor Paddle wheel
- ii. Size of screen: Diameter _____ ft. Length _____ ft.
- iii. Net Approach Velocity ≤ 0.40 fps Yes No
- iv. Screen Material meets NMFS criteria?¹ Yes No
- v. Screen Open Area at least 27% Yes No
- vi. Submergence: $\leq 85\%$ and $\geq 65\%$ Yes No
- vii. Is Screen Length greater than 6 ft? Yes No
 - a. If yes, Screen must be angled, what angle? _____ degrees; (Max. angle is 45°)
- viii. Stoplog used at downstream of screen Yes No Distance _____ ft.²
- ix. Sweeping velocity: ≥ 0.8 fps and ≤ 3 fps Yes No

II. Vertical Screen:

- i. Net Approach Velocity ≤ 0.40 fps Yes No
- ii. Screen Material meets NMFS criteria?¹ Yes No
- iii. Screen Open Area at least 27% Yes No
- iv. Is Screen Length greater than 6 ft? Yes No
 - a. If yes, Screen must be angled, what angle? _____ degrees; (Max. angle is 45°)
- v. Sweeping velocity: ≥ 0.8 fps and ≤ 3 fps Yes No

For Actively Cleaned End-of-Pipe Screens:

I. General:

- i. Net Approach Velocity ≤ 0.40 fps Yes No
- ii. Screen Material meets NMFS criteria?¹ Yes No
- iii. Screen Open Area must be at least 27% Yes No
- iv. Submergence: ≥ 1 screen radius below³ Yes No
- v. Intake located in off-channel area Yes No
 - If yes is water velocity back to main channel less than 0.4 fps Yes No

Screen Manufacturer: _____ Model: _____

II. Pump Information (Active Screen only)

Manufacturer: _____ Horsepower: 25 hp Intake size: 4" in.

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For Passive End-of-Pipe Screens:

I. General:

- i. Net Approach Velocity ≤ 0.20 fps Yes No
 - ii. Screen Material meets NMFS criteria?¹ Yes No
 - iii. Screen Open Area must be at least 27% Yes No
 - iv. Combined rate of flow: ≤ 3 cfs Yes No
 - v. Submergence: ≥ 1 screen-radius below³ Yes No
 - vi. Any woody debris or sediment built-up Yes No
 - vii. Intake located in off-channel area Yes No
- If yes is water velocity back to main channel less than 0.4 fps Yes No

Screen Manufacturer: WADE-RAIN Model: UNKNOWN

II. Pump Information (Passive Screen only)

Manufacturer: _____ Horsepower: 25 hp Intake size: 4" in.

Note: The combined rate of flow at the diversion site using a passive screen must be less than 3 cfs.

For Bypass Facility:

I. Bypass Entrance:

- i. Minimum Flow⁴: Yes No

II. Bypass Conduit (Pipe)

- i. Flow: 5 % of total diverted flow amount Yes No
- ii. Velocity: ≥ 6 fps and ≤ 12 fps Yes No
- iii. Depth: $\geq 40\%$ of pipe diameter Yes No
- iv. Are pipes/joints smooth or good conditions? Yes No

III. Bypass Outfall

- i. Free of eddies, reverse flow or known predator habitat Yes No
- ii. Impact Velocity: Less than 25 fps Yes No
- iii. Is it possible for adult fish to be attracted into pipe? Yes No

Does Screen meet NMFS criteria⁵? Yes No

Does Bypass Facility meet NMFS criteria⁵? Yes No

Comments: Screen will meet criteria up to 350 gpm

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¹Screen face openings: Circular screen openings must not exceed 3/32 inches in diameter. Or Square screen openings must not exceed 3/32" on a diagonal. Slotted screen must not exceed 1/16" (1.75mm) in narrow direction.

²Stoplogs should be located at least two drum diameters downstream of the back of the drum.

³Screen must be submerged to a depth of at least one screen radius below the minimum water surface.

⁴The minimum bypass entrance flow velocity should be greater than 110% of the maximum canal velocity upstream of the bypass entrance.

⁵National Marine Fishery Service, N.M.F.S. Anadromous Salmonid Passage Facility Design (Dated: Feb 2008)
(www.nwr.noaa.gov/Salmon-Hydropower/FERC/upload/Fish_Passage_Design.pdf)

Murray Olson
Inspected by: Print Name

ODFW
Agency

[Signature]
Inspected by:

6-9-11
Date

O.D.F.W. Fish Screening Program Coordinator Date

Reclamation ESA Program Manager Date

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S-88479

Clackamas County Official Records **2016-063876**
 Sherry Hall, County Clerk 09/19/2016 03:17:58 PM
 D-D Cnt=1 Stn=8 CINDY
 \$40.00 \$16.00 \$10.00 \$20.00 \$22.00 \$108.00

GRANTOR:

Marlene A. Young, personal representative of the Estate of David S. Young, Marlene A. Young, individually, Sherilynn J. Young, Toni Ardeth Bernert and David James Bernert, Trustees of the Toni Ardeth Bernert Trust u/a dated February 9, 1989, Thomas L. Bernert, Trustee of the Thomas L. Bernert Revocable Trust dated May 27, 2003, and Joe Bernert Towing Co., Inc., an Oregon corporation
 PO Box 37
 Wilsonville, OR 97070

GRANTEE:

~~XXXXXX PACIFIC PROPERTIES LLC~~ Meadows 148, LLC
 30170 SW Orepac Avenue
 Wilsonville, OR 97070

SEND TAX STATEMENTS TO:

~~XXXXXX PACIFIC PROPERTIES LLC~~ Meadows 148, LLC
 30170 SW Orepac Avenue
 Wilsonville, OR 97070

AFTER RECORDING RETURN TO:

~~XXXXXX PACIFIC PROPERTIES LLC~~ Meadows 148, LLC
 30170 SW Orepac Avenue
 Wilsonville, OR 97070

Chicago Title 472516004383.W6 CT-SD COMM

STATUTORY WARRANTY DEED

DATED: This 16 day of September, 2016.

FROM: Marlene A. Young, personal representative of the Estate of David S. Young, Marlene A. Young, individually, Sherilynn J. Young, Toni Ardeth Bernert and David James Bernert, Trustees of the Toni Ardeth Bernert Trust u/a dated February 9, 1989, Thomas L. Bernert, Trustee of the Thomas L. Bernert Revocable Trust dated May 27, 2003, and Joe Bernert Towing Co., Inc., an Oregon corporation, at PO Box 37, Wilsonville, OR 97070, herein called "Grantors"

TO: ~~XXXXXX PACIFIC PROPERTIES LLC~~ Meadows 148, LLC, an Oregon limited liability company, "Grantee"
 Grantors hereby convey and warrant to Grantee the real property described on Exhibit A, attached hereto and by this reference incorporated herein, free of encumbrances except:

Agreement, including the terms and provisions thereof;
 Recording date: January 24, 1914
 Book: 134
 Page: 112

Easement for the purpose shown below and rights incidental thereto, as granted in a document:
 Granted to: The United States of America
 Purpose: Right-of-way
 Recording Date: August 28, 1941
 Book: 284

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Page: 428
Affects: The Easterly portion of Parcel III

Easement for the purpose shown below and rights incidental thereto, as granted in a document:

Granted to: Portland General Electric
Purpose: Utilities
Recording Date: April 26, 1946
Book: 366
Page: 9
Affects: Exact location not disclosed

Easement for the purpose shown below and rights incidental thereto, as granted in a document:

Granted to: The United States of America
Purpose: Transmission line
Recording Date: February 14, 1957
Book: 522
Page: 40
Affects: The Northwesterly portion of Parcel III

Easement for the purpose shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Wilsonville
Purpose: Sewer
Recording Date: March 29, 1973
Recording No.: 73-009249
Affects: Parcel III

Easement for the purpose shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Wilsonville
Purpose: Drainage ditch
Recording Date: February 16, 1983
Recording No.: 82-004554
Affects: The Easterly portion of Parcel III

Easement for the purpose shown below and rights incidental thereto, as granted in a document:

Granted to: The City of Wilsonville
Purpose: Drainage ditch
Recording Date: February 16, 1982
Recording No.: 82-004555
Affects: The Easterly portion of Parcel III

Reserving unto Grantors a permanent easement along a strip of land ten (10) feet wide along the south side of the property described as Parcel III on Exhibit A, running between SW Industrial Way to the creek, approximately 500 feet.

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The true and actual consideration for this conveyance is \$6,786,212.00.

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.

Marlene A. Young (PR)
Marlene A. Young, Personal Representative of
the Estate of David S. Young

Sherilynn J. Young
Sherilynn J. Young

Marlene A. Young
Marlene A. Young

David James Bernert Trustee
David James Bernert, Trustee of the Toni
Ardeh Bernert Trust u/a dated February 9,
1989 (authorized to sign as single trustee)

Thomas L. Bernert Trustee
Thomas L. Bernert, Trustee of the Thomas L.
Bernert Revocable Trust dated May 27, 2003

Joe Bernert Towing Co., Inc.

By: Thomas L. Bernert

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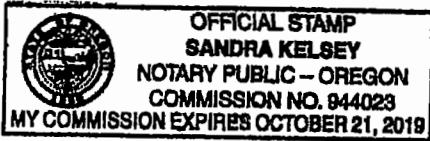
JUL 19 2017

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STATE OF OREGON)

County of Clackamas) ss.

Sept 2016 The foregoing instrument was acknowledged before me this 16 day of Sept 2016 by Marlene A. Young, Personal Representative of the Estate of David S. Young, on behalf of the Estate of David S. Young.

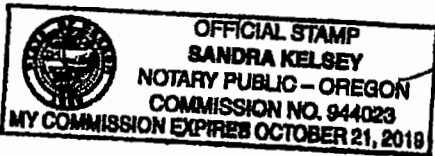


Sandra Kelsey
Notary Public for Oregon
My Commission Expires: 10-21-19

STATE OF OREGON)

County of Clackamas) ss.

Sept 2016 The foregoing instrument was acknowledged before me this 16 day of Sept 2016 by Marlene A. Young.

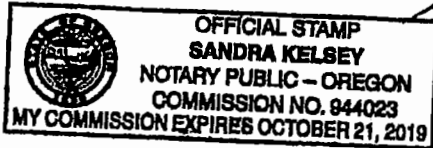


Sandra Kelsey
Notary Public for Oregon
My Commission Expires: 10-21-19

STATE OF OREGON)

County of Clackamas) ss.

Sept 2016 The foregoing instrument was acknowledged before me this 16 day of Sept 2016 by Sherilynn J. Young.



Sandra Kelsey
Notary Public for Oregon
My Commission Expires: 10-21-19

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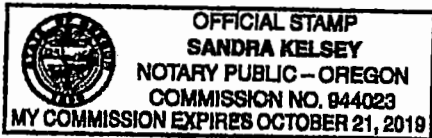
JUL 19 2017

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STATE OF OREGON)

County of Clackamas) ss.

Sept 20/16 The foregoing instrument was acknowledged before me this 16 day of Sept 20/16 by David James Bernert, Trustee of the Toni Ardeth Bernert Trust u/a dated February 9, 1989, on behalf of the Toni Ardeth Bernert Trust u/a dated February 9, 1989.

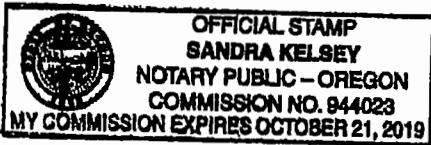


Sandra Kelsey
Notary Public for Oregon
My Commission Expires: 10-21-19

STATE OF OREGON)

County of Clackamas) ss.

Sept 20/16 The foregoing instrument was acknowledged before me this 16 day of Sept 20/16 Thomas L. Bernert, Trustee of the Thomas L. Bernert Revocable Trust dated May 27, 2003, on behalf of the Thomas L. Bernert Revocable Trust dated May 27, 2003.

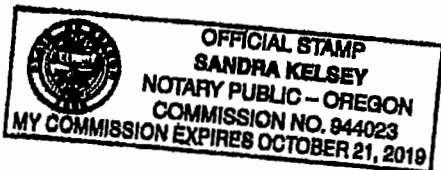


Sandra Kelsey
Notary Public for Oregon
My Commission Expires: 10-21-19

STATE OF OREGON)

County of Clackamas) ss.

Sept The foregoing instrument was acknowledged before me this 16 day of Sept by THOMAS BERNERT [name of officer or agent], President [title of officer or agent] of Joe Bernert Towing Co., Inc., an Oregon corporation, on behalf of the corporation.



Sandra Kelsey
Notary Public for Oregon
My Commission Expires: 10-21-19

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EXHIBIT "A"
Legal Description

PARCEL I: **31W23BD00101** **01501253**

That portion of the Southeast one-quarter of the Northwest one-quarter of Section 23, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, described as follows:

Commencing at the Northwest corner of the Thomas Bailey Donation Land Claim No. 45; thence Easterly a distance of 1842.06 feet to a point in the Northwest corner of the Henry D. Harms tract; thence South 13°15' West a distance of 1081.74 feet; thence West, parallel with the North line of the said Thomas Bailey Donation Land Claim No. 45, to the point of intersection with a line drawn concentric with and distant 25.0 feet Westerly of, as measured radially to, Burlington Northerly Railroad Company's (formerly Oregon Electric Railway Company's) Branch Line Main Track centerline, as now located and constructed, said point begin the true point of beginning of the parcel to be described; thence continuing West along the last described course to a point distant 227.8 feet Westerly of, as measured radially to, said Main Track centerline; thence South 10°16' East to the point of intersection with the North right-of-way line of 5th Street, according to the recorded plat thereof; thence Easterly, along the North right-of-way line, to the point of intersection with a line drawn parallel with and distant 25.0 feet Westerly of, when measured at right angles to, said Main Track centerline; thence Northerly, parallel with said Main Track centerline, to the true point of beginning.

PARCEL II: **31W23BD00300** **00820222**

Part of the Thomas Bailey D.L.C. in Section 23, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, more particularly described as follows:

Beginning 15.94 chains Southerly and 500 feet Easterly from the Northwest corner of said Bailey D.L.C.; thence East a distance of 328.9 feet to the Northwest corner of that tract of land conveyed to John W. Thorton by deed recorded March 5, 1913, in Book 129, Page 413, Deed Records; thence South along the West line of said Thorton tract a distance of 196.9 feet; thence West 328.9 feet; thence North 196.9 feet to the point of beginning.

PARCEL III: **31W23B 00600** **00818752**

Part of the Thomas Bailey Donation Land Claim No. 45 in Section 23, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at a stone at the Northwest corner of the Thomas Bailey Donation Land Claim No. 45 in Township 3 South, Range 2 West of the Willamette Meridian; thence South, along the Westerly line of said Thomas Bailey Donation Land Claim, 1058.89 feet to a one inch iron pipe in the South line of that tract conveyed to Henry Swartz in Book 72, page 8, Deed Records; thence South 89°56'40" East 1229.44 feet, along the South line of said Swartz tract; to a 5/8 inch iron rod in the Westerly right-of-way line of the Oregon Electric Railway right-of-way; thence Northerly, on said Westerly right-of-way line, along a curve to the left having a radius of 4748.44 feet through a central angle of 1°28' a distance of 121.56 feet to a 5/8 inch iron rod and point of tangent; thence North 0°07' East 174.03 feet to a 5/8 inch iron-rod, said rod being 762.68 feet South of the North line of said Bailey Donation Land Claim; thence leaving said Westerly right-of-way line, North 89°55' West 493.71 feet to a 5/8 inch rod; thence North 3°35' East 178.47 feet; thence North 86°25' West 236.40 feet to the centerline of Seely Ditch; thence North 30°43' East, along said ditch centerline, 75.50 feet; thence North 6°18' East 90.85 feet; thence North 33°13' West, along said ditch centerline, 195.10 feet; thence North 26°33' West, along said ditch centerline, 140.51 feet; thence North 48°55'30" West, along said ditch centerline, 100.87 feet; thence North 89°55' West 133.25 feet; thence

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EXHIBIT "A"
Legal Description

North 15°35' East 60.96 feet to the intersection of the North line of said Thomas Bailey Donation Land Claim; thence North 89°55' West, along said North line of the Bailey Donation Land Claim, 196.63 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Wilsonville by Warranty Deed recorded February 13, 2001 as Recording No. 2001-009819, being more particularly described as follows:

-601

Beginning at the intersection of the West line of the Thomas Bailey Donation Land Claim No. 45 with the Northwesterly line of the B.P.A. Oregon City-Chemawa No. 3 transmission line Easement, which bears South 1°36'58" West 419.68 feet from the Northwest corner of said Donation Land Claim No. 45; thence North 48°28'58" East, along said Northwesterly line, 92.38 feet to the Westerly line of a 60.00 foot strip of land described in Recording No. 87-057702; thence South 11°58'58" West, along said Westerly line, 374.63 feet to said West line of Donation Land Claim No. 45; thence North 1°36'58" East, along said West line, 305.36 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following described tract of land:

Beginning at a stone at the Northwest corner of the Thomas Bailey Donation Land Claim No. 45, said point also being North 89°55'00" East 1238.92 feet and South 0°03' East 428.95 feet from the Northwest corner of said Section 23; thence along the Westerly line of said Donation Land Claim No. 45, South 0°03'00" East 418.44 feet to the Northwesterly line of the B.P.A. Oregon City-Chemawa No. 3 transmission line Easement; thence along the Northwesterly line of said B.P.A. Easement, North 46°48' East 161.07 feet to a point in the approximate centerline of an existing paved road; thence, along said centerline, North 10°28'00" East 286.84 feet to a point; thence along a 422.0 foot radius curve to the left (chord bears North 8°40'48" East 26.31 feet) a distance of 26.32 feet to a point on the North line of the Bailey Donation Land Claim No. 45; thence, along said North line, North 89°58' West 173.86 feet to the point of beginning.

-800

ALSO EXCEPTING THEREFROM that certain property described as follows:

That portion of the Northwest one-quarter of Section 23, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, bounded on the North by the North line of the Thomas Bailey Donation Land Claim No. 45, bounded on the West by the West line of said Bailey Claim, and bounded on the East by a line being the most Northerly West line of the duly filed PARTITION PLAT NO. 1990-92 and the Southwesterly extension thereof, said line having a bearing of South 10°22'00" West.

-900

-800

-601

EXCEPTING THEREFROM that portion conveyed to the City of Wilsonville by Warranty Deed recorded February 13, 2001 as Recording No. 2001-009819, being more particularly described as follows:

Beginning at the intersection of the West line of the Thomas Bailey Donation Land Claim No. 45 with the Northwesterly line of the B.P.A. Oregon City-Chemawa No. 3 transmission line Easement, which bears South 1°36'58" West 419.68 feet from the Northwest corner of said Donation Land Claim No. 45; thence North 48°28'58" East, along said Northwesterly line, 92.38 feet to the Westerly line of a 60.00 foot strip of land described in Recording No. 87-057702; thence South 11°58'58" West, along said Westerly line, 374.63 feet to said West line of Donation Land Claim No. 45; thence North 1°36'58" East, along said West line, 305.36 feet to the point of beginning.

-601

ALSO EXCEPTING THEREFROM the following described tract of land:

Beginning at a stone at the Northwest corner of the Thomas Bailey Donation Land Claim No. 45, said point also being North 89°55'00" East 1238.92 feet and South 0°03' East 428.95 feet from the Northwest corner of said Section 23; thence along the Westerly line of said Donation Land Claim No. 45, South 0°03'00" East 418.44 feet to

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Clackamas County Official Records
Sherry Hall, County Clerk

2010-040439



\$57.00

01414842201000404390030038

07/07/2010 11:53:53 AM

D-D Cnt=1 Stn=1 JANISKEL
\$15.00 \$10.00 \$16.00 \$16.00

AFTER RECORDING RETURN TO:

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO:

Kevin F. Kerstiens
Schwabe, Williamson & Wyatt
1211 SW Fifth Avenue, Suite 1800
Portland, Oregon 97204-3795

No Change

STATUTORY WARRANTY DEED

THOMAS L. BERNERT, Grantor, conveys and warrants all of his interest to THOMAS L. BERNERT, TRUSTEE OF THE THOMAS L. BERNERT REVOCABLE TRUST dated May 27, 2003, Grantee, of the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit A

This conveyance is made by Grantor and accepted by Grantee subject to the exceptions of record in Clackamas County, Oregon, to the extent valid and subsisting and affecting the property conveyed.

The true consideration for this conveyance consists of or includes other property or other value given or promised.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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

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1 - STATUTORY WARRANTY DEED
PDX/110184/131308/KFK/1123881.1

S-88429

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POSTED ON TL 300

EXHIBIT A

A tract of land located in the Northwest one-quarter of Section 23, Township 3 South, Range 1 West, Willamette Meridian in the City of Wilsonville, Clackamas County, Oregon being more particularity described as follows:

31W23B 00200 00818725

A portion of Parcel II of that deed dated March 10, 1952, recorded in Book 454 at Page 268 of the Deed Records of Clackamas County, Oregon, described as:

31W23B 00300 00818734

Part of Government Lot 11, Section 23, T. 3 S., R. 1 W., of the W.M. in the County of Clackamas and State of Oregon, described as follows:

31W23B 00400 01351058

Beginning at a point in the center of the county road 18.90 chains East of the northwest corner of Section 23, T. 3 S., R. 1 W., of W.M. which is the northeast corner of a tract of land deeded to Frederick Ridder by C.T. Tooze and wife, by deed recorded in Volume 68, Page 90, Deed Records of Clackamas County, Oregon; thence South 6.16 chains; thence East 4.04 chains to the center of what is known as the Seely (Seeley) ditch; thence northerly up the center of said ditch 7 1/5 chains to the center of the county road; thence West along the center of the county road 1 chain, more or less, to the place of beginning; subject to the rights of the public in roads.

Excepting any portion thereof within county roads.

Also excepting therefrom that portion thereof described in Tract B of the Memorandum of Contract recorded as Document Number 78-32736 in said Deed Records of Clackamas County, Oregon.

And further excepting that portion thereof described in the Quitclaim Deed recorded as Document Number 87-57702 in said Deed Records of Clackamas County, Oregon.

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JUL 19 2017

OWRD

BB

3

WFG Title 14007726-10

Grantor
Jean K. Daiker Family Trust dated September 11, 1991

Grantee
KJD Properties, LLC Attn: David J. Bernert Member 4131 Imperial Drive West Linn, OR 97068

After recording return to
KJD Properties, LLC Attn: David J. Bernert Member 4131 Imperial Drive West Linn, OR 97068

Until requested, all tax statements shall be sent to
KJD Properties, LLC Attn: David J. Bernert Member 4131 Imperial Drive West Linn, OR 97068 Tax Acct No(s): 00818798

Clackamas County Official Records Sherry Hall, County Clerk	2014-043969
	08/29/2014 11:29:55 AM
D-D Cnt=1 Stn=6 KARLYN	
\$20.00 \$16.00 \$10.00 \$22.00	\$68.00

Reserved for Recorder's Use

STATUTORY WARRANTY DEED

Jean K, Daiker, Trustee of the Jean K. Daiker Family Trust dated September 11, 1991,
Grantor(s) convey and warrant to
KJD Properties, LLC,
Grantee(s), the following described real property free of encumbrances except as specifically set forth herein:

SEE ATTACHED EXHIBIT "A"

This property is free of encumbrances, EXCEPT: Covenants, Conditions, Restrictions and Easements of record as of the date of this Deed, if any, including any real property taxes due, but not yet payable.

The true consideration for this conveyance is **\$425,000.00** (Here comply with requirements of ORS 93.030.)

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.

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Executed this 21st day of August, 2014

Jean K. Daiker Family Trust dated September 11, 1991

Jean K. Daiker
Jean K. Daiker, Trustee

State of _____, County of _____) ss.

This instrument was acknowledged before me on this ___ day of August, 2014 by , as Trustee of Jean K. Daiker Family Trust dated September 11, 1991, a Trust, on behalf of the Trust.

Notary Public for _____
My commission expires: _____

See attached

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31W23B 01100

EXHIBIT "A"

00818798

A tract of land in Section 23, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, Clackamas County, State of Oregon, described as follows:

Beginning at the Northwest corner of the Thomas Bailey Donation Land Claim No. 45; thence North along the East line of the R.V. Short Donation Land Claim No. 46, 135.95 feet to a 5/8 inch iron rod; thence leaving said Donation Land Claim line, South 89° 58' West 54.75 feet to a 5/8 inch iron rod and the True Place of Beginning; thence South 89° 58' West, 114.00 feet to a 5/8 inch iron rod; thence North 1° 08' East 263.00 feet to a 5/8 inch iron rod in the Southerly right of way line of Market Road No. 6; thence North 89° 58' East along said Southerly right of way line of Market Road No. 6, 114.00 feet to a 5/8 inch iron rod; thence leaving said Southerly right of way line, South 1° 08' West 263.00 feet to the True Place of Beginning.

Excepting therefrom that portion thereof described in Street Dedication Deed, Recorded August 9, 2004 as Recording No. 2004-073014.

djs

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OR Deed-Statutory Warranty

S-88429

State of California }
County of Nevada } ss.

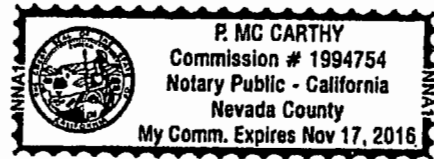
On Aug. 21, 2014, before me, P. McCARTH, Notary Public,
personally appeared _____

JEAN K. DAIKER

who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *P. McCarthy* (Seal)



----- OPTIONAL -----

Description of Attached Document

Title or Type of Document: Warranty Deed

Document Date: Aug. 21, 2014 Number of Pages: 3

Signers(s) Other Than Named Above: NONE

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3P
57-

Clackamas County Official Records
Sherry Hall, County Clerk

2010-040435



\$57.00

01414838201000404350030032

07/07/2010 11:53:53 AM

D-D Cnt=1 Stn=1 JANISKEL
\$15.00 \$10.00 \$16.00 \$16.00

AFTER RECORDING RETURN TO:

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO:

Kevin F. Kerstiens
Schwabe, Williamson & Wyatt
1211 SW Fifth Avenue, Suite 1800
Portland, Oregon 97204-3795

No Change

STATUTORY WARRANTY DEED

THOMAS L. BERNERT, Grantor, conveys and warrants all of his interest to THOMAS L. BERNERT, TRUSTEE OF THE THOMAS L. BERNERT REVOCABLE TRUST dated May 27, 2003, Grantee, of the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit A

This conveyance is made by Grantor and accepted by Grantee subject to the exceptions of record in Clackamas County, Oregon, to the extent valid and subsisting and affecting the property conveyed.

The true consideration for this conveyance consists of or includes other property or other value given or promised.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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

1 - STATUTORY WARRANTY DEED

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JUL 19 2017

OWRD

5-88429

THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

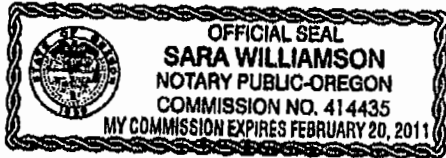
Executed this 28 day of June, 2010.

GRANTOR:

Thomas L. Bernert
Thomas L. Bernert

STATE OF OREGON)
County of Mult.) ss.

This instrument was acknowledged before me this 28 day of June, 2010, by
Thomas L. Bernert.



Sara Williamson
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2-20-2011

2 - STATUTORY WARRANTY DEED
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2

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31W23B 01000
31W23B 01200
31W23B 01300
31W23B 01400

00818789
00818805
00818814
00818841

EXHIBIT A

31W23B 01600

00818832

PARCEL I:

Part of the R.V. Short DLC #46 in the Northwest quarter of Section 23, T3S., R1W., of the W.M. in Clackamas County, Oregon Described as follows:

BEGINNING at the northwest corner of said Section 23, thence East along the section line 1247.40 feet to the east line of the R.V. Short DLC; thence South along said east line 851.52 feet to the northeast corner of that tract conveyed to Silver Leaf farms, Inc. by deed Recorded in Recorder's Fee No. 69-19978; thence West along the North line of said Silver Leaf Farms tract 1239.0 feet to the west line of said Section 23 thence North, along said West line 792.23 feet to the point of beginning.

EXCEPT the west 20 feet. ~~PT 1900~~

ALSO EXCEPT the following described property:

BEGINNING at the Northwest corner of said Section 23; thence East along the north line of said Section 208 feet; thence South parallel to the West line of said Section 23 238 feet; thence East parallel to the North line of said Section 23 205 feet to the west line of said Section 23; thence North 238 feet to the point of the beginning.

~~Pt 1500~~

PARCEL II:

Part of Government Lot 11 in the Northwest quarter of Section 23, T3S., R1W., in Clackamas County, Oregon described as follows:

BEGINNING at the north west corner of said Section 23, thence East along the Section line 1247.20 feet to the Northeast corner of that tract of land conveyed to Frederick Ridder in Book 68 page 90 said point being on the east line of the R.V. Short D.L.C. #46 in said Section 23; thence South along said east line 406.56 feet to the Southwest corner of that tract conveyed to Frederick Ridder in Deed Book 85, page 252; thence East 266 feet, more or less to the Southeast corner of said Ridder tract on the center line of Seeley ditch; thence Northerly along the centerline of said ditch 475.20 feet to the center of the county road (Market Road #6); thence West along said Centerline 66 feet to the point of beginning.

~~PT 200, 300, 400~~

EXCEPTING THEREFROM the following described property:

A tract of land situated in Section 23, T 3 S, R 1 W of the W. M., being more particularly described as follows, to-wit:

Beginning at the northwest corner of the Thomas Bailey D.L.C. No. 45. From said place of beginning, thence North along the east line of the R.V. Short D.L.C. No. 46, 135.95 feet to a 5/8-inch iron rod; thence leaving said D.L.C. line, South 89° 58' West, 54.75 feet to a 5/8-inch iron rod and the true place of beginning. From said true place of beginning; thence South 89° 58' West, 114.00 feet to a 5/8-inch iron rod; thence North 1° 08' East, 263.00 feet to a 5/8-inch iron rod in the southerly right of way line of Market Road No. 6; thence North 89° 58' East along said southerly right of way line of Market Road No. 6, 114.00 feet to a 5/8-inch iron rod; thence leaving said southerly right of way line, South 1° 08' West, 263.00 feet to the true place of beginning.

~~Pt 1100~~

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3

5-88429

38

Clackamas County Official Records
Sherry Hall, County Clerk

2010-029783



\$57.00

01402897201000297830030033

05/18/2010 09:38:55 AM

D-D Cnt=1 Stn=1 JANISKEL
\$15.00 \$10.00 \$16.00 \$18.00

AFTER RECORDING RETURN TO:

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO:

Kevin F. Kerstiens
Schwabe, Williamson & Wyatt
1211 SW Fifth Avenue, Suite 1800
Portland, Oregon 97204-3795

No Change

STATUTORY WARRANTY DEED

THOMAS L. BERNERT, Grantor, conveys and warrants all of his interest to THOMAS L. BERNERT, TRUSTEE OF THE THOMAS L. BERNERT REVOCABLE TRUST dated May 27, 2003, Grantee, of the following described real property free of encumbrances except as specifically set forth herein:

See Exhibit A

This conveyance is made by Grantor and accepted by Grantee subject to the exceptions of record in Clackamas County, Oregon, to the extent valid and subsisting and affecting the property conveyed.

The true consideration for this conveyance consists of or includes other property or other value given or promised.

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. 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

1 - STATUTORY WARRANTY DEED

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INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

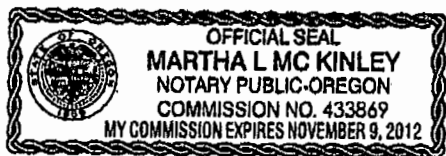
Executed this 9 day of February, 2010.

GRANTOR:

Thomas L. Bernert
Thomas L. Bernert

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me this 9th day of February, 2010, by
Thomas L. Bernert.



Martha L. McKinley
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/9/12

2 - STATUTORY WARRANTY DEED

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8
After recording return to:

Michael D. Levelle
Sussman Shank LLP
1000 SW Broadway, Suite 1400
Portland, OR 97205-3089

Clackamas County Official Records
Sherry Hall, County Clerk

2015-047432



\$88.00

01870091201500474320080086

07/20/2015 02:23:43 PM

Send all tax statements to:

D-D Cnt=1 Stn=52 CONNIE
\$40.00 \$10.00 \$18.00 \$22.00

No change

STATUTORY BARGAIN AND SALE DEED

Toni A. Bernert (aka Toni Ardeth Bernert), Grantor, conveys to Toni Ardeth Bernert and David James Bernert, Trustees, Toni Ardeth Bernert Trust u/a dated February 9, 1989, Grantee, all of her interest in the real property located in Clackamas County, Oregon, more particularly described on the attached Exhibit A.

Assessor's Parcel Nos. 00818789, 00818725, 00818734, 00818770, 00818752, and 01501253.

The consideration for this transfer is \$0.00. However, the true and actual consideration for this transfer consists of or includes other property or other value given or promised.

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

Page 1 - STATUTORY BARGAIN AND SALE DEED

S-88429

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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 July 1st, 2015.

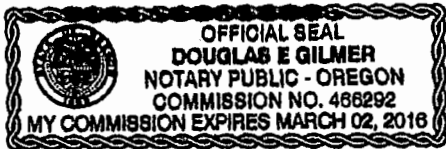
GRANTOR:

Toni A. Bernert

Toni A. Bernert

STATE OF OREGON)
COUNTY OF Clackamas) ss.

This instrument was acknowledged before me on July 1st, 2015 by Toni A. Bernert.



Douglas E Gilmer
Notary Public for Oregon
My Commission Expires: 03-02-2016

*17287-001\DEED - MARLIN PLACE (02088462);1

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S-88429

2

EXHIBIT A

31W23B 01000 00818789

Part of the R.V. Short Donation Land Claim No. 46 in the Northwest quarter of Section 23, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, described as follows:

Beginning at the Northwest corner of said Section 23; thence East, along the section line, 1247.40 feet to the East line of the R.V. Short Donation Land Claim; thence South, along said East line 851.52 feet to the Northeast corner of that tract conveyed to Silver Leaf Farms, Inc., by deed recorded as Recording No. 69019978; thence West, along the North line of said Silver Leaf Farms tract, 1239.0 feet to the West line of said Section 23; thence North, along said West line, 792.23 feet to the point of beginning.

EXCEPTING THEREFROM all that portion lying Westerly of the following described line:

Beginning at the Northeast corner of that tract of land described in Warranty Deed recorded June 9, 1978 as Recording No. 78024751; thence South 1°08' West, along the East line of said tract; thence North 89°58' West to a point on the East line of the R.V. Short Donation Land Claim No. 46; thence South, along said East line of the R.V. Short Donation Land Claim No. 46, 851.52 feet to the terminus point of this line.

-1100, -1200, -1300, -1400, -1500, -1990

ALSO EXCEPTING THEREFROM that portion conveyed to The City of Wilsonville by Street Dedication recorded September 9, 2004 as Recording No. 2004-084095.

FURTHER EXCEPTING THEREFROM that portion lying within the boundaries of Wilsonville Road (County Road No. 6).

APN 00818789

S-88429

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EXHIBIT A

31W23B 00200 00818725

& POST TO: 31W23B 00400 01351058 (Grantor not owner)

A tract of land being a part of Government Lot 11 in the Northwest one-quarter of Section 23, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, described as follows:

Beginning at a point in the center of Wilsonville Road (Market Road No. 6) 18.90 chains East of the Northwest corner of Section 23, Township 3 South, Range 1 West of the Willamette Meridian, which is the Northeast corner of a tract of land deeded to Frederick Ridder by C.T. Tooze and wife, by deed recorded in Volume 68, page 90, Deed Records of Clackamas County, Oregon; thence South 6.16 chains; thence East 4.04 chains to the center of what is known as the Seely (Seeley) ditch; thence Northerly, up the center of said ditch 7-1/5 chains to the center of Wilsonville Road; thence West, along the center of Wilsonville Road, 1 chain, more or less, to the point of beginning.

**200,
300, 400**

EXCEPTING THEREFROM the following described tract of land:

Beginning at a point that is North 89°55'00" East 20.00 feet and South 433.48 feet from the Northwest corner of said Section 23, said point also being on the Easterly line of a 20.0 foot wide private road as recorded in Book 490, page 378, Clackamas County Deed Records; thence along the Easterly line of said 20.00 foot wide road, South 359.90 feet to a 1/2 inch iron pipe at the Southwest corner of that parcel as recorded as Recording No. 74003127, Clackamas County Deed Records; thence, along the Southerly line of said Recording No. 74003127, South 87°20'18" East 1216.41 feet to a point on the Northwesterly line of the B.P.A. Oregon City-Chemawa No. 3 transmission line easement; thence, along said Northwesterly line, North 46°48' East 6.20 feet to a point on the Easterly line of the R.V. Short Donation Land Claim No. 46; thence, along the Easterly line of said Donation Land Claim No. 46, North 0°03' West 418.44 feet to a stone at the Northwest corner of the Thomas Bailey Donation Land Claim No. 45; thence, continuing along the Easterly line of said Donation Land Claim No. 46, North 0°03' West 32.34 feet to the Northwest corner of that parcel as recorded in Book 585, page 678, Clackamas County Deed Records; thence, along the North lines of said Book 585, page 678, parallel with the North line of the Thomas Bailey Donation Land Claim No. 45, South 89°58' East 176.54 feet to the approximate center line of an existing paved road; thence along said centerline along a 422.0 foot radius curve to the left (chord bears North 4°36'40" West 104.29 feet) a distance of 104.56 feet; thence parallel with the centerline of Wilsonville Road (Market Road No. 6), South 89°55'00" West 337.16 feet; thence South 1°05'00" West 141.70 feet; thence South 89°55'00" West 1023.97 feet, parallel with said Wilsonville Road; thence along a 243.02 foot radius curve to the right (chord bears North 87°17'34" West 23.60 feet) a distance of 23.66 feet to the point of beginning.

-300

(but described on pg. 5)

EXCEPTING THEREFROM all that portion lying Westerly of the East line of the R.V. Short Donation Land Claim No. 46.

ALSO EXCEPTING THEREFROM those portions conveyed to the City of Wilsonville by Street Deductions recorded September 9, 2004 as Recording Nos. 2004-084096 and 2004-084097.

FURTHER EXCEPTING THEREFROM that portion lying within the boundaries of Wilsonville Road (County Road No. 6).

APN 00818725

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4

EXHIBIT A

A tract of land being a portion of the Northwest quarter of Section 23, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, described as follows:

31W23B 00300 00818734

Beginning at a point that is North 89°55'00" East 20.00 feet and South 433.48 feet from the Northwest corner of said Section 23, said point also being on the Easterly line of a 20.0 foot wide private road as recorded in Book 490, page 379, Clackamas County Deed Records; thence along the Easterly line of said 20.00 foot wide road, South 359.90 feet to a 1/2 inch iron pipe at the Southwest corner of that parcel as recorded as Recording No. 74003127, Clackamas County Deed Records; thence, along the Southerly line of said Recording No. 74003127, South 87°20'18" East 1216.41 feet to a point on the Northwesterly line of the B.P.A. Oregon City-Chemawa No. 3 transmission line easement; thence, along said Northwesterly line, North 46°48' East 6.20 feet to a point on the Easterly line of the R.V. Short Donation Land Claim No. 46; thence, along the Easterly line of said Donation Land Claim No. 46, North 0°03' West 418.44 feet to a stone at the Northwest corner of the Thomas Bailey Donation Land Claim No. 45; thence, continuing along the Easterly line of said Donation Land Claim No. 46, North 0°03' West 32.34 feet to the Northwest corner of that parcel as recorded in Book 585, page 678, Clackamas County Deed Records; thence, along the North lines of said Book 585, page 678, parallel with the North line of the Thomas Bailey Donation Land Claim No. 45, South 89°58' East 176.54 feet to the approximate center line of an existing paved road; thence along said centerline along a 422.0 foot radius curve to the left (chord bears North 4°36'40" West 104.29 feet) a distance of 104.56 feet; thence parallel with the centerline of Wilsonville Road (Market Road No. 6), South 89°55'00" West 337.16 feet; thence South 1°05'00" West 141.70 feet; thence South 89°55'00" West 1023.97 feet, parallel with said Wilsonville Road; thence along a 243.02 foot radius curve to the right (chord bears North 87°17'34" West 23.60 feet) a distance of 23.66 feet to the point of beginning.

EXCEPTING THEREFROM all that portion lying Westerly of the East line of the R.V. Short Donation Land Claim No. 46.

APN 00818734

S-08429

5

RECEIVED

JUL 19 2017

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EXHIBIT A

A tract of land being a portion of the Northwest quarter of Section 23, Township 3 South, Range 1 West of the Willamette Meridian in the City of Wilsonville, County of Clackamas and State of Oregon, being more particularly described as follows:

31W23B 00800 00818770

Beginning at a stone at the Northwest corner of the Thomas Bailey Donation Land Claim No. 45, said point also being North 89°55'00" East 1238.92 feet and South 0°03' East 428.95 feet from the Northwest corner of said Section 23; thence along the Westerly line of said Donation Land Claim No. 45, South 0°03'00" East 418.44 feet to the Northwesterly line of the B.P.A. Oregon City-Chemawa No. 3 transmission line easement; thence along the Northwesterly line of said B.P.A. easement, North 46°48' East 161.07 feet to a point in the approximate centerline of an existing paved road; thence, along said centerline, North 10°28'0" East 286.84 feet to a point; thence along a 422.0 foot radius curve to the left (chord bears North 8°40'48" East 26.31 feet) a distance of 26.32 feet to a point on the North line of the Bailey Donation Land Claim No. 45; thence, along said North line, North 89°58' West 173.86 feet to the point of beginning.

APN 00818770

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EXHIBIT A

31W23B 00600 & 00900 00818752 & 01351067

Part of the Thomas Bailey Donation Land Claim No. 45 in Section 23, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, being more particularly described as follows:

Beginning at a stone at the Northwest corner of the Thomas Bailey Donation Land Claim No. 45 in Township 3 South, Range 2 West of the Willamette Meridian; thence South, along the Westerly line of said Thomas Bailey Donation Land Claim, 1058.89 feet to a one inch iron pipe in the South line of that tract conveyed to Henry Swartz in Book 72, page 8, Deed Records; thence South 89°56'40" East 1229.44 feet, along the South line of said Swartz tract, to a 5/8 inch iron rod in the Westerly right-of-way line of the Oregon Electric Railway right-of-way; thence Northerly, on said Westerly right-of-way line, along a curve to the left having a radius of 4748.44 feet through a central angle of 1°28' a distance of 121.56 feet to a 5/8 inch iron rod and point of tangent; thence North 0°07' East 174.03 feet to a 5/8 inch iron rod, said rod being 762.68 feet South of the North line of said Bailey Donation Land Claim; thence leaving said Westerly right-of-way line, North 89°55' West 493.71 feet to a 5/8 inch rod; thence North 3°35' East 178.47 feet; thence North 86°25' West 236.40 feet to the centerline of Seely Ditch; thence North 30°43' East, along said ditch centerline, 75.50 feet; thence North 6°18' East 90.85 feet; thence North 33°13' West, along said ditch centerline, 195.10 feet; thence North 26°33' West, along said ditch centerline, 140.51 feet; thence North 48°55'30" West, along said ditch centerline, 100.87 feet; thence North 89°55' West 133.25 feet; thence North 15°35' East 60.96 feet to the intersection of the North line of said Thomas Bailey Donation Land Claim; thence North 89°55' West, along said North line of the Bailey Donation Land Claim, 196.63 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the City of Wilsonville by Warranty Deed recorded February 13, 2001 as Recording No. 2001-009819, being more particularly described as follows:

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Beginning at the intersection of the West line of the Thomas Bailey Donation Land Claim No. 45 with the Northwesterly line of the B.P.A. Oregon City-Chemawa No. 3 transmission line easement, which bears South 1°36'58" West 419.68 feet from the Northwest corner of said Donation Land Claim No. 45; thence North 48°28'58" East, along said Northwesterly line, 92.38 feet to the Westerly line of a 60.00 foot strip of land described in Recording No. 87057702; thence South 11°58'58" West, along said Westerly line, 374.63 feet to said West line of Donation Land Claim No. 45; thence North 1°36'58" East, along said West line, 305.36 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the following described tract of land:

Beginning at a stone at the Northwest corner of the Thomas Bailey Donation Land Claim No. 45, said point also being North 89°55'00" East 1238.92 feet and South 0°03' East 428.95 feet from the Northwest corner of said Section 23; thence along the Westerly line of said Donation Land Claim No. 45, South 0°03'00" East 418.44 feet to the Northwesterly line of the B.P.A. Oregon City-Chemawa No. 3 transmission line easement; thence along the Northwesterly line of said B.P.A. easement, North 46°48' East 161.07 feet to a point in the approximate centerline of an existing paved road; thence, along said centerline, North 10°28'0" East 286.84 feet to a point; thence along a 422.0 foot radius curve to the left (chord bears North 8°40'48" East 26.31 feet) a distance of 26.32 feet to a point on the North line of the Bailey Donation Land Claim No. 45; thence, along said North line, North 89°58' West 173.86 feet to the point of beginning.

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APN 00818752

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QUITCLAIM DEED
(Notting Thomas)

E. JEAN YOUNG hereafter Grantor releases and quitclaims to DAVID S. YOUNG, MARLENE A. YOUNG and SHERILYNN J. YOUNG, hereafter Grantees, in equal shares as tenants in common, all her right, title and interest in and to the real property situated in Clackamas County, Oregon which is described as follows:

- R3S, TLW, Section 23BD, Tax Lot 300, 500, 600 --
- R3S, TLW, Section 23CA, Tax Lot 400, 500 --

The true consideration for this conveyance is the transfer of other real property from Grantees to Grantor pursuant to the reformation of the Partnership known as Silver Leaf Farms.

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.

DATE this 1 day of February, 1993.

E. Jean Young
E. JEAN YOUNG, Grantor

STATE OF OREGON }
County of Clackamas } ss.

This 1st day of February, 1993, personally appeared the above named E. Jean Young and acknowledged the foregoing instrument to be her voluntary act and deed.



Laurie M. Mays
Notary Public for Oregon
My Commission expires: 5/20/96

QUITCLAIM DEED
E. Jean Young, Grantor
David S. Young,
Marlene A. Young,
Sherilynn J. Young, Grantees
After recording return to:
David S. Young
P. O. Box 7
Wilsonville, OR 97070
Until a change is requested, all
tax statements shall be sent to:
David S. Young
P. O. Box 7
Wilsonville, OR 97070

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EXHIBIT A

PARCEL I

31W 23CA 00400

A part of the Thomas Bailey D.L.C. No. 45, in T. 38., R. 1W., of the W.M., bounded as follows: Beginning 9.60 chains north and 6.50 chains east of the southwest corner of said D.L.C.; running thence East 6.11 chains; thence South 5°00' West 1.94 chains; thence South 31°55' West 2.53 chains; thence South 3°34' West 3.19 chains; thence South 32°51' West 3 chains to the Willamette River; thence North 87°28' West 4.75 chains; thence North 11°17' East 10.00 chains to the place of beginning.

PARCEL II

31W 23BD 00600

Part of the Thomas Bailey D.L.C. No. 45 in Section 23, T. 38., R. 1W., of the W.M., described as follows: Beginning 1,308.94 feet South and 500 feet East of the northwest D.L.C. corner; thence South 240.1 feet; thence East 385 feet, more or less, to a point 3 feet westerly of the middle of a dry watercourse; thence North at right angles 174 feet; thence North 75° East 78.8 feet, more or less, to a point in the middle of said dry watercourse in a ravine; thence in a Northerly direction along the centerline of said dry watercourse to a point due East of the beginning point thereof; thence West in a straight line to the place of beginning.
EXCEPT the west 20 feet thereof.
EXCEPTING THEREFROM that portion lying within public roads.

PARCEL III

Rest of 00600

A part of the Thomas Bailey D.L.C. No. 45 in Section 23, T. 38., R. 1W., of the W.M., described as follows: Beginning 18 chains north and 6.50 chains east of the southwest corner of said D.L.C.; thence East 7.25 chains; thence South 71°58' East 3.03 chains; thence South 13°52' West 1.21 chains; thence South 35°57' West 3.11 chains; thence South 5° West 1.92 chains; thence West 6.11 chains; thence North 8.40 chains to the place of beginning.
EXCEPT the west 20 feet thereof, and
EXCEPT the portion thereof described in Deed Book 249, page 477, Deed Records.
EXCEPTING THEREFROM that portion lying within public roads.

PARCEL IV

31W 23BD 00500

Beginning at a point 36 rods North from the southwest corner of Claim No. 45, Notification No. 1325; thence North 36 rods; thence East about 27.5 rods; thence in a Southerly direction bearing a little easterly 36 rods; thence West 26 rods to the place of beginning; said property being more particularly described as follows:
Part of the Thomas Bailey D.L.C. No. 45 in Section 23, T. 38., R. 1W., of the W.M., described as follows: Beginning in the West D.L.C. line 9.6 chains north of the southwest corner thereof; thence North 8.4 chains; thence East 6.5 chains; thence South 8.4 chains; thence West 6.5 chains to the point of beginning.

PARCEL V

31W 23BD 00300

Part of the Thomas Bailey D.L.C. in Section 23, T. 38., R. 1W., of the W.M., more particularly described as follows: Beginning 15.94 chains Southerly and 500 feet Easterly from the northwest corner of said Bailey D.L.C.; thence East a distance of 328.9 feet to the northwest corner of that tract of land conveyed to John W. Thornton by Deed recorded March 5, 1913, in Book 129, Page 413, Deed Records; thence South along the west line of said Thornton tract a distance of 196.9 feet; thence West 328.9 feet; thence North 196.9 feet to the point of beginning.

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Page 2 - CONTINUED --

PARCEL VI

3 1W 23CA 00500 ✓

Being part of the Thomas Bailey D.L.C. No. 45, in T.3S., R.1W., of the W.M., beginning at the southwest corner of said D.L.C.; running thence North 9.60 chains tracing the west boundary of said claim; thence East 6.50 chains; thence South 11°17' West 10.00 chains to the Willamette River; thence North 87°28' West 4.53 chains to the place of beginning.

SUBJECT TO: The rights of fishing, navigation and commerce in the State of Oregon and the Federal Government and the rights of the public in and to that portion thereof lying below the ordinary high water mark of the Willamette River.

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EXHIBIT A - PAGE 2

STATE OF OREGON }
County of Clatsop

I, John Kaufman, County Clerk, for the County of Clatsop, do hereby certify that the instrument of writing was received for recording in the records of said county at

93 FEB -5 PM 3: 05



Witness my hand and seal this 19th day of July, 2017.
John Kaufman
John Kaufman
County Clerk

Recording Certificate
CO-21 (Rev. 0/11)

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