

Application for a Permit to Use Groundwater



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

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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). 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 \$260. 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 \$410 for the applicant and \$810 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 issues a Final Order consistent with the PFO. If the application is approved, a permit is issued that specifies the details of the authorized use and any terms, limitations or conditions that the Department deems appropriate.

6-18561

Revised 6/1/2017

Ground Water/1

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Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.615)

Include this checklist with the application

Check that each of the following items is included. The application will be returned if all required items are not included. If you have questions, please call the Water Rights Customer Service Group at (503) 986-0900.

- ☒ SECTION 1: applicant information and signature
- ☒ SECTION 2: property ownership
- ☒ SECTION 3: well development
- ☒ SECTION 4: water use
- ☒ SECTION 5: water management
- ☐ SECTION 6: storage of groundwater in a reservoir
- ☐ SECTION 7: use of stored groundwater from the reservoir
- ☒ SECTION 8: project schedule
- ☐ SECTION 9: within a district
- ☒ SECTION 10: remarks

Attachments:

- ☒ Land Use Information Form with approval and signature of local Planning Department (*must be an original*) or signed receipt
- ☒ 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. Example: **A copy of the deed, land sales contract or title insurance policy.**
- ☒ Fees - Amount enclosed: \$2,040
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.

Provide a map and check that each of the following items is included:

- ☒ 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). Each well must be identified by a unique name and/or number.
- ☒ 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)

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G-185261

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Application for a Permit to Use Groundwater



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SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Information

NAME TWIN SPRINGS LLC, c/o LILI TOVA			PHONE (HM) (727) 432-9383	
PHONE (WK)		CELL		FAX
ADDRESS 19779 SE LANGENSAND RD				
CITY SANDY		STATE OR	ZIP 97055	E-MAIL*

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 DOANN HAMILTON/PACIFIC HYDRO-GEOLOGY, INC			PHONE (503) 632-5016		FAX (503) 632-5983
ADDRESS 18487 S. VALLEY VISTA ROAD					CELL (503) 349-6946
CITY MULINO		STATE OR	ZIP 97042	E-MAIL* PHGDMH@GMAIL.COM	

Note: Attach multiple copies as needed

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

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By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- I cannot use water legally until the Water Resources Department issues a permit.
- Oregon law requires that a permit be issued before beginning construction of any proposed well, unless the use is exempt. Acceptance of this application does not guarantee a permit will be issued.
- If I get a permit, I must not waste water.
- If development of the water use is not according to the terms of the permit, the permit can be cancelled.
- The water use must be compatible with local comprehensive land-use plans.
- Even if the Department issues a permit, I may have to stop using water to allow senior water-right holders to get water to which they are entitled.

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

Applicant Signature

Lili Ringold-Brown
Print Name and title if applicable

9/5/17
Date

Applicant Signature

Print Name and title if applicable

Date

For Department Use		
App. No. 6-18561	Permit No.	Date

SECTION 2: PROPERTY OWNERSHIP

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

☒ Yes

☒ There are no encumbrances.

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

☐ No

☐ I have a recorded easement or written authorization permitting access.

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

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

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

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

NA

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

SECTION 3: WELL DEVELOPMENT

WELL NO.	NAME OF NEAREST SURFACE WATER	IF LESS THAN 1 MILE:	
		DISTANCE TO NEAREST SURFACE WATER	ELEVATION CHANGE BETWEEN NEAREST SURFACE WATER AND WELL HEAD
Well 1	Cedar Creek	1,600 feet	60 feet
Well 2	Cedar Creek	1,575 feet	60 feet

Please provide any information for your existing or proposed well(s) that you believe may be helpful in evaluating your application. For existing wells, describe any previous alteration(s) or repair(s) not documented in the attached well log or other materials (*attach additional sheets if necessary*).

Well specifications provided in the table below are estimates and subject to change based on actual conditions encountered in the field. The objective will be to construct the well to develop water from the volcanic deposits beneath the overlying silts and clays.

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SECTION 3: WELL DEVELOPMENT, CONTINUED

Total maximum rate requested: 0.46cfs (each well will be evaluated at the maximum rate unless you indicate well-specific rates and annual volumes in the table below).

The table below must be completed for each source to be evaluated or the application will be returned. If this is an existing well, the information may be found on the applicable well log. *(If a well log is available, please submit it in addition to completing the table.)* If this is a proposed well, or well-modification, consider consulting with a licensed well driller, geologist, or certified water right examiner to obtain the necessary information.

OWNER'S WELL NAME OR NO.	PROPOSED	EXISTING	WELL ID (WELL TAG) NO.* OR WELL LOG ID**	FLOWING ARTESIAN	CASING DIAMETER	CASING INTERVALS (IN FEET)	PERFORATED OR SCREENED INTERVALS (IN FEET)	SEAL INTERVALS (IN FEET)	MOST RECENT STATIC WATER LEVEL & DATE (IN FEET)	PROPOSED USE			
										SOURCE AQUIFER***	TOTAL WELL DEPTH	WELL- SPECIFIC RATE (GPM)	ANNUAL VOLUME (ACRE-FEET)
Well 1	☒	☐	NA	☐	10 inch	0 to 150 feet	TBD	0 to 150 feet	NA	Volcanic deposits beneath the overlying silts and clay	350 feet		
Well 2	☒	☐	NA	☐	10 inch	0 to 150 feet	TBD	0 to 150 feet	NA	Volcanic deposits beneath the overlying silts and clay	350 feet		
	☐	☐		☐									
	☐	☐		☐						Total:		206 gpm	92.5 AF
	☐	☐		☐									

* Licensed drillers are required to attach a Department-supplied Well Tag, with a unique Well ID or Well Tag Number to all new or newly altered wells. Landowners can request a Well ID for existing wells that do not have one. The Well ID is intended to serve as a unique identification number for each well.

** A well log ID (e.g. MARI 1234) is assigned by the Department to each log in the agency's well log database. A separate well log is required for each subsequent alteration of the well.

*** Source aquifer examples: Troutdale Formation, gravel and sand, alluvium, basalt, bedrock, etc.

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SECTION 4: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
Nursery	Year Round	92.5 AF

For irrigation use only: NA

Please indicate the number of primary and supplemental acres to be irrigated (*must match map*).

Primary: _____ Acres Supplemental: _____ Acres

If you listed 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: _____

- If the use is **municipal or quasi-municipal**, attach **Form M**

- If the use is **domestic**, indicate the number of households: NA

Exempt Uses: Please note that 15,000 gallons per day for single or group **domestic** purposes and 5,000 gallons per day for a single **industrial or commercial** purpose are exempt from permitting requirements.

- If the use is **mining**, describe what is being mined and the method(s) of extraction (*attach additional sheets if necessary*): NA

SECTION 5: WATER MANAGEMENT**A. Diversion and Conveyance**

What equipment will you use to pump water from your well(s)?

☒ Pump (give horsepower and type): Submersible 15 hp

☐ Other means (describe): _____

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

Water will be conveyed from the well(s) through a mainline with hydrants to attach portable aluminum handlines with impact sprinklers to irrigate vegetables. An additional line will supply greenhouses with vegetable starts to be irrigated with drip lines.

B. Application Method

What equipment and method of application will be used? (e.g., drip, wheel line, high-pressure sprinkler) (*attach additional sheets if necessary*)

Impact sprinklers and drip lines.

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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 aquatic life and riparian habitat; prevent the discharge of contaminated water to a surface stream; prevent adverse impact to public uses of affected surface waters (*attach additional sheets if necessary*).

Irrigation will be done using best management practices to prevent waste. A flow meter will be used to measure the amount of water used.

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SECTION 6: STORAGE OF GROUNDWATER IN A RESERVOIR

If you would like to store groundwater in a reservoir, complete this section (*if more than one reservoir, reproduce this section for each reservoir*).

Reservoir name: NA Acreage inundated by reservoir: NA

Use(s): NA

Volume of Reservoir (acre-feet): NA Dam height (feet, if excavated, write "zero"): NA

Note: If the dam height is greater than or equal to 10.0' above land surface AND the reservoir will store 9.2 acre feet or more, engineered plans and specifications must be approved prior to storage of water.

SECTION 7: USE OF STORED GROUNDWATER FROM THE RESERVOIR

If you would like to use stored groundwater from the reservoir, complete this section (*if more than one reservoir, reproduce this section for each reservoir*).

Annual volume (acre-feet): NA

USE OF STORED GROUNDWATER	PERIOD OF USE
NA	NA

SECTION 8: PROJECT SCHEDULE

Date construction will begin: Within three years after the permit is issued

Date construction will be completed: Within five year after the permit has been issued

Date beneficial water use will begin: Within five years after the permit has been issued

SECTION 9: 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	
NA		
City	State	Zip

SECTION 10: REMARKS

Use this space to clarify any information you have provided in the application (*attach additional sheets if necessary*).

None

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Ground Water/7

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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: Twin Springs LLC, c/o Lili Tova

Mailing Address: 19779 SE Langensand Rd

Sandy
City

OR
State

97055
Zip

Daytime Phone: (727) 432-9383

A. Land and Location

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

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:			Proposed Land Use:
2S	5E	7		4703	<u>EFU</u>	☒ Diverted	☒ Conveyed	☒ Used	NU
						☐ Diverted	☐ Conveyed	☐ Used	
						☐ Diverted	☐ Conveyed	☐ Used	
						☐ Diverted	☐ Conveyed	☐ Used	

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

Clackamas County

B. Description of Proposed Use

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

- ☒ Permit to Use or Store Water ☐ Water Right Transfer ☐ Permit Amendment or GroundWater Registration Modification
☐ Limited Water Use License ☐ Allocation of Conserved Water ☐ Exchange of Water

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

Estimated quantity of water needed: 0.46 ☒ cubic feet per second ☐ gallons per minute ☐ acre-feet

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

Briefly describe:

New groundwater permit application for nursery rights to supply water to vegetable crops and greenhouses for nursery starts.

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 deal only with the local land-use plan. Do not include approval for activities such as building or grading permits.

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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): 401 - TABLE 401-1
- ☐ 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:	
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ Not Being Pursued
		☐ Obtained ☐ Denied	☐ Being Pursued ☐ 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.

FOR: T.2S, R.5E, SECTION 07, TAX LOT 4703; TWIN SPRINGS LLC

Name: GARY HEWITT Title: SR. PLANNER

Signature: [Signature] Phone: 503-742-4519 Date: 9.13.17

Government Entity: CLACKAMAS COUNTY

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

Receipt for Request for Land Use Information

Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

WHEN RECORDED RETURN TO:

Miller Nash Graham & Dunn LLP
c/o Ryan Nisle
111 S.W. Fifth Avenue, Suite 3400
Portland, Oregon 97204

Clackamas County Official Records
Sherry Hall, County Clerk

2016-063160

09/16/2016 08:50:56 AM

M-TD Cnt=5 Stn=6 KARLYN
\$40.00 \$16.00 \$20.00 \$10.00 \$22.00

\$108.00

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS, AND FIXTURE FILING**

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (the "Trust Deed"), made this 31st day of August, 2016, between Twin Springs, LLC, an Oregon limited liability company, as Grantor, Ticor Title Company of Oregon, as Trustee, and David Brown and Carol Ringold, collectively as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, all of its right, title, and interest in and to that property in Clackamas County, Oregon, legally described on attached Exhibit A (the "Property"), together with all the tenements, hereditaments, and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues, and profits thereof and all fixtures now or hereafter attached to or used in connection with the Property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained (excepting the environmental obligations under Section A.8.) and payment of the sum of \$600,000.00, with interest, according to the terms of a promissory note (the "Promissory Note") dated August 31, 2016, payable to Beneficiary and made by Lilian Ringold-Brown, payment and performance of the Promissory Note having been guaranteed by Grantor according to the terms of a guaranty (the "Guaranty") dated August 31, 2016, made by Grantor for the benefit of Beneficiary, and the final payment of principal and interest thereon, if not sooner paid, to be due and payable August 31, 2046.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the Promissory Note becomes due and payable.

A. To protect the security of this Trust Deed, Grantor further agrees:

1. To protect, preserve and maintain the Property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the Property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property; if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the Beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary.

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Courtesy Only. Not Examined

17 HLL-1609-10

WHEN RECORDED RETURN TO:

Miller Nash Graham & Dunn LLP
c/o Ryan Nisle
111 S.W. Fifth Avenue, Suite 3400
Portland, Oregon 97204

Recorded by Titor Title
Courtesy Only. Not Examined

TAC-609-10

**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF
LEASES AND RENTS, AND FIXTURE FILING**

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WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, all of its right, title, and interest in and to that property in Clackamas County, Oregon, legally described on attached Exhibit A (the "Property"), together with all the tenements, hereditaments, and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues, and profits thereof and all fixtures now or hereafter attached to or used in connection with the Property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained (excepting the environmental obligations under Section A.8.) and payment of the sum of \$600,000.00, with interest, according to the terms of a promissory note (the "Promissory Note") dated August 31, 2016, payable to Beneficiary and made by Lilian Ringold-Brown, payment and performance of the Promissory Note having been guaranteed by Grantor according to the terms of a guaranty (the "Guaranty") dated August 31, 2016, made by Grantor for the benefit of Beneficiary, and the final payment of principal and interest thereon, if not sooner paid, to be due and payable August 31, 2046.

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A. To protect the security of this Trust Deed, Grantor further agrees:

1. To protect, preserve and maintain the Property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the Property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property; if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the Beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary.

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4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the Property against loss or damage by fire, in an amount not less than their reasonable replacement value, written in companies acceptable to the Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected, or any part thereof, may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the Property free from construction liens and to pay all taxes, assessments, and other charges that may be levied or assessed upon or against the Property before any part of such taxes, assessments, and other charges become past due or delinquent and promptly deliver receipts therefor to Beneficiary; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the Promissory Note, together with the obligations described in paragraphs 6 and 7 of this Trust Deed, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the Property hereinbefore described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.

6. To pay all costs, fees, and expenses of this trust including the cost of title search as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation and Trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including any suit for the foreclosure of this deed, or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the Beneficiary's or Trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall determine reasonable as the Beneficiary's or Trustee's attorney fees on such appeal.

8. Environmental.

a. For purposes of this section, "Environmental Law" means any federal, state, or local law, statute, ordinance, or regulation pertaining to Hazardous Substances, health, industrial hygiene, or environmental conditions, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, 42 USC §§9601-9675, and the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 USC §§6901-6992. For the purposes of this section, "Hazardous Substance" includes without limitation any material, substance, or waste that is or becomes regulated or that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local statute, ordinance, rule, regulation, or law.

b. Grantor will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under, or about the Property or the Property's groundwater, or transport to or from the Property, any Hazardous Substance and will not permit any other person to do so, except for any Hazardous Substances that may be used in the ordinary course of Grantor's business and in compliance with all Environmental Laws, including but not limited to those relating to licensure, notice, and recordkeeping.

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c. Grantor will keep and maintain the Property in compliance with, and will not cause or permit all or any portion of the Property, including groundwater, to be in violation of any Environmental Law.

d. Grantor will hold Beneficiary and its directors, officers, employees, agents, successors, and assigns harmless from, will indemnify them for, and will defend them against any and all losses, damages, liens, costs, expenses, and liabilities directly or indirectly arising out of or attributable to any violation of any Environmental Law, any breach of Grantor's warranties in this Section 7, or the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Property occurring on or after the date hereof, including without limitation the costs of any required repair, cleanup, containment, or detoxification of the Property, the preparation and implementation of any closure, remedial, or other required plans, attorney fees and costs (including but not limited to those incurred in any proceeding and in any review or appeal), fees, penalties, and fines.

e. All representations, warranties, and covenants in this Section 8 will survive the satisfaction of the obligations by this Trust Deed, the reconveyance of the Property, or the foreclosure of this Trust Deed by any means.

9. Grantor will not initiate, join in, or consent to any rezoning or replating of the Property or any change in any covenant or other public or private restrictions limiting or defining the uses that may be made of all or any part of the Property and the improvements thereon without the prior written consent of Beneficiary.

B. It is mutually agreed that:

8. In the event that any portion or all of the Property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by Grantor in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.

9. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue or otherwise collect the rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

10. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. Upon default by Grantor in payment of any indebtedness under the Promissory Note or in Grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such an event the Beneficiary may elect to proceed to foreclose this Trust Deed in equity as a mortgage or direct the Trustee to foreclose this Trust Deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a

written notice of default and election to sell the Property to satisfy the obligation secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this Trust Deed in the manner provided in ORS 86.735 to 86.795.

12. After the Trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the Trustee conducts the sale, the Grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the Trust Deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or Trust Deed. If any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the Beneficiary all costs and expenses actually incurred in enforcing the obligation of the Trust Deed together with Trustee's and attorney's fees not exceeding the amounts provided by law.

13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The Trustee may sell the Property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

14. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney, (2) to the obligation secured by the Trust Deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the Trust Deed as their interests may appear in the order of their priority, and (4) the surplus, if any, to the Grantor or to any successor in interest entitled to such surplus.

15. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless such action or proceeding is brought by Trustee.

16. The Grantor covenants and agrees to and with the Beneficiary and the Beneficiary's successor in interest that the Grantor is lawfully seized in fee simple of the real property described herein and has a valid, unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereto, and that the Grantor will warrant and forever defend the same against all persons whomsoever.

17. The Grantor warrants that the proceeds of the loan represented by the Promissory Note and this Trust Deed are for an organization, or (even if Grantor is a natural person) are for business or commercial purposes.

18. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein. In construing this Trust Deed, it is understood that the Grantor, Trustee and/or Beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed, and implied to make the provisions hereof apply equally to corporations and to individuals.

19. Grantor shall not sell, convey, or transfer any of Grantor's interest in the Property without the prior written consent of Beneficiary. Upon the sale, conveyance, or transfer of the Property without

Beneficiary's written consent, Beneficiary may declare the obligation secured hereby immediately due and payable.

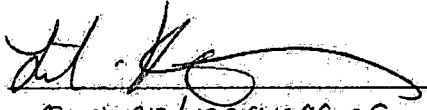
20. If any provision of this Trust Deed is held to be invalid, illegal, or unenforceable, that invalidity, illegality, or unenforceability will not affect any other provisions of this Trust Deed, and the other provisions will be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Trust Deed.

21. This Trust Deed contains the entire agreement of the parties with respect to the Property. No prior agreement, statement, or promise made by any party to this Deed of Trust that is not contained in this Deed of Trust will be binding or valid.

The Grantor has executed this instrument the day and year first above written.

GRANTOR

Twin Springs, LLC

By: 
Its: owner/manager

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STATE OF OREGON)

County of Clackamas) ss.
)

On August 30th, 2016, before me personally appeared Lilian Ringold-Brown, who being duly sworn, stated that he is the Owner/Manager of TWIN SPRINGS, LLC, an Oregon limited liability company.

Kyle Bingham
Notary Public for the State of Oregon
My Commission Expires: 12/01/2018



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**EXHIBIT A.
LEGAL
DESCRIPTION**

PARCEL I:

Part of Government Lots 1 and 2, in Section 7, Township 2 South, Range 5 East, of the Willamette Meridian and part of the Francis Revenue Donation Land Claim No. 37, in Sections 7 and 18, Township 2 South, Range 5 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the Southwest corner of Section 7, Township 2 South, Range 5 East, of the Willamette Meridian, thence East a distance of 53.91 feet to a point on the Easterly line of that tract of land described in Deed to W.F. Strack, recorded January 28, 1913 in Book 125, page 447, Deed Records and the true point of beginning of the tract of land to be described; thence South $49^{\circ}41'51''$ East along the Easterly line of said tract a distance of 71.32 feet to a point on the North line of that tract of land described in Deed to Lyle R. Brune, et ux, recorded November 18, 1975 as Fee No. 75-34016, Film Records; thence East a distance of 924.21 feet to the Northeast corner of that tract of land described in a Deed to Fred H. Long, et ux, recorded November 18, 1975 as Fee No. 75-34015, Film Records, being on the Westerly line of that tract of land described in a Deed to John C. Berg, et ux, recorded May 8, 1947 in Book 389, page 710, Deed Records; thence North $15^{\circ}15'$ East to an iron pipe at the Northwest corner of said Berg Tract; thence East along the North line of said Berg Tract and its extension a distance of 447 feet, more or less, to the center of Ten Eyck County Road; thence North $15^{\circ}15'$ East a distance of 877.68 feet to an angle point in the Easterly line of that tract of land described in a Deed to Howard J. Vaeretti, et ux, recorded January 11, 1974 as Fee No. 74-00888, Film Records; thence North 62° East 6.50 chains; thence North 13.50 chains to an iron pipe; thence West a distance of 1801.21 feet, more or less, to the Northeast corner of that tract of land described in a Deed to Glen I. Carmony, et ux, recorded August 29, 1977 as Fee No. 77-34593, Film Records; thence South $0^{\circ}24'30''$ East a distance of 1840.23 feet to an angle point on the East line of said Carmony Tract; thence at right angles to the last described course 118.35 feet, more or less, to the Southwest corner of said Carmony Tract; thence South $48^{\circ}42'37''$ West a distance of 226.85 feet to the true point of beginning.

EXCEPTING THEREFROM a tract of land in Section 7, Township 2 South, Range 5 East, of the Willamette Meridian, described in Deed to John M. Walker III and Wendy M. Walker, husband and wife, recorded November 24, 1978 as Fee No. 78 50304, described as follows:

Beginning at a point on the North line of that tract of land described in a Deed to Howard J. Vaeretti, et ux, recorded January 11, 1974 as Fee No. 74-00888, Film Records, which is South $0^{\circ}24'30''$ East a distance of 627.0 feet and North $89^{\circ}35'30''$ East a distance of 1820.17 feet from the West one-quarter corner of said Section 7; thence South $76^{\circ}54'53''$ East a distance of 235.73 feet; thence North $44^{\circ}41'20''$ East a distance of 77.94 feet to a point on the North line of said Vaeretti tract; thence South $89^{\circ}35'30''$ West a distance of 284.41 feet to the point of beginning.

ALSO EXCEPT that portion described in Deed to Glen I. Carmony and Marian A. Carmony, husband and wife, recorded August 25, 1978 as Fee No. 78 36969, described as follows:

Part of Government Lots 1 and 2 in Section 7, Township 2 South, Range 5 East, of the Willamette Meridian, and part of the Francis Revenue Donation Land Claim No. 37 in Sections 7 and 18, Township 2 South, Range 5 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the Southwest corner of Section 7, Township 2 South, Range 5 East, of the Willamette Meridian; thence East a distance of 53.91 feet to a point on the Easterly line of that tract of land described in Deed to W.F. Strack, recorded January 28, 1913 in Book 125, page 447, Deed Records; thence North $48^{\circ}42'37''$ East along the Southeasterly line of tract described in Deed to Glen S. Carmony, et ux, recorded August 29, 1977 as Fee No. 77-34593, Film Records, a distance of 226.85 feet to an angle corner of said Carmony tract and the true point of beginning of the tract herein to be described; thence North $0^{\circ}24'30''$ West along the East line of said Carmony

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tract, a distance of 1840.23 feet to the Northeast corner thereof, and a point in the North line of tract described in Deed to Howard J. Vaeretti, et ux, recorded January 11, 1974 as Fee No. 74-00888, Film Records; thence East along the North line of said Vaeretti tract a distance of 118.36 feet; thence South 0°24'30" East, parallel with the East line of said Carmony tract a distance of 1840.23 feet to a point which bears South 89°56'20" East a distance of 118.36 feet from the true point of beginning; thence North 89°55'20" West a distance of 118.36 feet to the true point of beginning.

ALSO EXCEPT that portion described in Deed to Glen I. Carmony and Marian A. Carmony, husband and wife recorded October 23, 1980 as Fee No. 80 40705, described as follows:

Part of Government Lots 1 and 2 in Section 7, Township 2 South, Range 5 East, of the Willamette Meridian, and part of the Francis Revenue Donation Land Claim No. 37 in Sections 7 and 18, Township 2 South, Range 5 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the Southwest corner of Section 7, Township 2 South, Range 5 East, of the Willamette Meridian; thence East a distance of 53.91 feet to a point on the Easterly line of that tract of land described in Deed to W.F. Strack, recorded January 28, 1913 in Book 125, page 447, Deed Records of said Clackamas County, and the true point of beginning of the herein described parcel; thence South 49°03'39" East, along the Easterly line of said Strack tract, a distance of 71.56 feet to a point on the North line of that tract of land described in Deed to Lyle R. Brune, et ux, recorded November 18, 1975 as Fee No. 75-34016, Film Records of said Clackamas County; thence North 88°20'10" East along the North line of said Brune tract a distance of 399.21 feet; thence North 40°10'50" East a distance of 498.03 feet; thence North 11°18'18" East a distance of 558.19 feet; thence North 9°28'38" East a distance of 631.17 feet; thence North 2°50'32" West a distance of 484.38 feet to a point in the Northerly line of that tract of land described in a Deed to Howard J. Vaeretti, et ux, recorded January 11, 1974 as Fee No. 74-00888, Film Records of said Clackamas County; thence South 89°35'30" West along said Northerly line of the Vaeretti tract a distance of 687.80 feet to the Northeast corner of that tract of land described in a Deed to Glen I. Carmony, et ux, recorded August 25, 1978 as Fee No. 78-36969, Film Records of said Clackamas County; thence South 0°24'30" East, along the Easterly line of said Carmony tract a distance of 1842.14 feet to the Southeasterly corner of said Carmony tract; thence South 89°35'30" West along the Southerly line of said Carmony tract a distance of 118.36 feet to an angle point in the Southeasterly line of that tract of land described in a Deed to Glen I. Carmony, et ux, recorded August 29, 1977 as Fee No. 77-34593, Film Records of said Clackamas County; thence South 48°42'37" West, along the Southeasterly line of the last said Carmony tract a distance of 226.85 feet to the true point of beginning.

ALSO EXCEPT that portion described in Deed to Richard P. Miller and Joan C. Miller, husband and wife, recorded February 17, 1981 as Fee No. 81 05321, described as follows:

That portion of Sections 7 and 18, Township 2 South, Range 5 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the Southwest corner of said Section 7; thence East 53.91 feet to a point on the Easterly line of that tract of land described in W.F. Strack, recorded January 28, 1913 in Book 125, page 447, Deed Records of said Clackamas County; thence South 49°03'39" East along the Easterly line of said tract a distance of 71.56 feet to a point on the North line of that tract of land described in a Deed to Lyle R. Brune, et ux, recorded November 18, 1975 as Fee No. 75 34016, Film Records of said Clackamas County; thence North 88°20'10" East along the North line of said Brune tract 339.21 feet to the true point of beginning; thence North 40°10'50" East 496.03 feet; thence South 73°57'00" East 716.26 feet, more or less, to a point on the Northwestern right of way of Ten Eyck County Road No. 675; thence South 16°03'00" West along said Northwestern right of way line 134.51 feet, more or less, to the Northeast corner of that tract of land described in Deed to John C. Berg, et ux, recorded May 8, 1947 in Book 389, page 710, Deed Records of said Clackamas County; thence North 86°53'40" West along the North line of said Berg tract 430.70 feet to the Northwest corner thereof; thence South 16°03'00" West along the Westerly line of said Berg tract 63.78 feet, more or less, to the Northeast corner of that tract of land described in Deed to Fred H. Long, et ux, recorded November 18, 1975 as Fee No. 75 34015, Film Records; thence along the North line of said Long tract and along the North line of said Brune tract South 88°20'10" West 525.00 feet, more or less, to the true point of beginning.

PARCEL II:

A parcel of land situated in the Southwest one-quarter of Section 7, Township 2 South, Range 5 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point which bears South 0°24'30" East a distance of 627.00 feet and North 89°35'30" East a distance of 2145.00 feet from the West one-quarter corner of Section 7, Township 2 South, Range 5 East, of the Willamette Meridian; thence North 44°41'20" East a distance of 284.05 feet; thence North 58°55'00" West a distance of 25.72 feet; thence South 44°41'20" West a distance of 303.08 feet; thence North 89°35'30" East a distance of 35.42 feet to the point of beginning.

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

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Oregon Water Resources Department

Apply for a Permit to Appropriate Ground Water and/or Store Ground Water

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Today's Date: Wednesday, September 27, 2017

Base Application Fee for use of Ground, Surface and optionally Stored Water.		\$1,340.00
Number of proposed cubic feet per second (cfs) to be appropriated. (1 cfs = 448.83 gallons per minute)	0.46	\$350.00
Number of proposed Use's for the appropriated water. (i.e. Irrigation, Supplemental Irrigation, Pond Maintenance, Industrial, Commercial, etc) *	1	
Number of proposed Ground Water points of appropriation. (i.e. number of wells) (include all injection wells, if applicable) **	2	\$350.00
Number of Acre Feet to be stored in a reservoir/pond from Ground Water.	0	
Number of Acre Feet to be appropriated from reservoir/pond (Only Applies to reservoir/pond constructed under Ground Water Application)	0	
Number of reservoirs.	0	
Permit Recording Fee. ***		\$520.00
* the 1st Water Use is included in the base cost. ** the 1st Ground Water point of appropriation is included in the base cost. *** the Permit Recording Fee is not required when the application is submitted but, must be paid before a permit will be issued. It is fully refundable if a permit is not issued. If the recording fee is not paid prior to issuance of the Final Order, permit issuance will be delayed.	Recalculate	
Estimated cost of Permit Application		\$2,560.00

OWRD Fee Schedule

Fee Calculator Version B20170117