

Minimum Requirements Checklist

Minimum Requirements (OAR 690-310-0040, OAR 690-310-0050 & ORS 537.140)

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.

Please submit the original application and signatures to the Water Resources Department. Applicants are encouraged to keep a copy of the completed application.

- SECTION 1: Applicant Information and Signature
- SECTION 2: Property Ownership
- SECTION 3: Source of Water
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Water Management
- SECTION 7: Resource Protection
- SECTION 8: Project Schedule
- SECTION 9: Within a District
- SECTION 10: Remarks

Include the following additional items:

- 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.
- Fees - Amount enclosed: \$ 2045.00
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.
- Map that includes the following items:
 - 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 diversion, 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 identified clearly.
 - 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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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.oregon.gov/OWRD

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

NAME JASON PERROTT		PHONE (HM)	
PHONE (WK) 541-463-8084	CELL 541-912-5236	FAX 541-463-8094	
ADDRESS PO BOX 70345			
CITY SPRINGFIELD	STATE OR	ZIP 97475	E-MAIL * JASON@VACX.COM

Organization

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

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

AGENT / BUSINESS NAME JD MCGEE, INC		PHONE 541-929-4226	FAX 541-929-4227
ADDRESS PO BOX 1472			CELL
CITY PHILOMATH	STATE OR	ZIP 97370	E-MAIL * JOHNMCGEE@JDMCGEE.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 proposed and final order documents will also be mailed.)

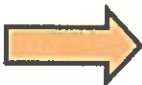
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By my signature below I confirm that I understand:

- 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 legally use water until the Water Resources Department issues a permit.
- 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 receive 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 receive water to which they are entitled.



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

Jason Perrott
Applicant Signature

JASON PERROTT
Print Name and Title if applicable

2-20-2019
Date

Applicant Signature

Print Name and Title if applicable

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.
- YES, the land is encumbered by easements, rights of way, roads or other encumbrances.
- NO, I have a recorded easement or written authorization permitting access.
- NO, I do not currently have written authorization or easement permitting access.
- NO, 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).
- NO, because water is to be diverted, conveyed, and/or used only on federal lands.

Affected Landowners: List the names and mailing addresses of all owners of any lands that are not owned by the applicant and that are crossed by the proposed ditch, canal or other work, even if the applicant has obtained written authorization or an easement from the owner. *(Attach additional sheets if necessary).*

J & V Perrott Family Trust, PO Box 70345, Springfield, OR 97475
 Kenneth Wayne Perrott Trust, PO Box 70345, Springfield, OR 97475

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

SECTION 3: SOURCE OF WATER

A. Proposed Source of Water

Provide the commonly used name of the water body from which water will be diverted, and the name of the stream or lake it flows into (if unnamed, say so), and the locations of the point of diversion (POD):

Source 1: McKenzie River	Tributary to: Willamette	U.S. Bureau of Reclamation Contract for Stored Water in Willamette Basin
TRSQQ of POD: 17S03W9NENE		
Source 2: Muddy Creek	Tributary to: Willamette	Transported through Muddy Creek to project POD
TRSQQ of POD: 17S03W4SWNE		

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).

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B. Applications to Use Stored Water

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

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- Yes.
- No. (Enclose a copy of your written notification to the operator of the reservoir of your intent to file this application, which should have been mailed or delivered to the operator.)

If *all* sources listed in Section 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: SENSITIVE, THREATENED OR ENDANGERED FISH SPECIES PUBLIC INTEREST INFORMATION

This information must be provided for your application to be accepted as complete. The Water Resources Department will determine whether the proposed use will impair or be detrimental to the public interest with regard to sensitive, threatened or endangered fish species.

To answer the following questions, use the map provided in [Attachment 3](#) or the link below to determine whether the proposed point of diversion (POD) is located in an area where the Upper Columbia, the Lower Columbia, and/or the Statewide public interest rules apply.

For more detailed information, click on the following link and enter the T,R,S,QQ or the Lat/Long of a POD and click on "Submit" to retrieve a report that will show which section, if any, of the rules apply:
https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/

If you need help to determine in which area the proposed POD is located, please call the customer service desk at (503) 986-0801.

Upper Columbia - OAR 690-033-0115 thru -0130

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Is the POD located in an area where the Upper Columbia Rules apply?

Yes No

If yes, you are notified that the Water Resources Department will consult with numerous federal, state, local and tribal governmental entities so it may determine whether the proposed use is consistent with the "Columbia River Basin Fish and Wildlife Program" adopted by the Northwest Power Planning Council in 1994 for the protection and recovery of listed fish species. The application may be denied, heavily conditioned, or if appropriate, mitigation for impacts may be needed to obtain approval for the proposed use.

If yes,

- I understand that the proposed use does not involve appropriation of direct streamflow during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that I will install, operate and maintain a fish screen and fish passage as listed in ORS 498.301 through 498.346, and 509.580 through 509.910, to the specifications and extent required by Oregon Department of Fish and Wildlife, prior to diversion of water under any permit issued pursuant to this application.

- I understand that the Oregon Department of Environmental Quality will review my application to determine if the proposed use complies with existing state and federal water quality standards.
- I understand that I will install and maintain water use measurement and recording devices as required by the Water Resources Department, and comply with recording and reporting permit condition requirements.

Lower Columbia - OAR 690-033-0220 thru -0230

Is the POD located in an area where the Lower Columbia rules apply?

Yes No

If yes, you are notified that that the Water Resources Department will determine, by reviewing recovery plans, the Columbia River Basin Fish and Wildlife Program, and regional restoration programs applicable to threatened or endangered fish species, in coordination with state and federal agencies, as appropriate, whether the proposed use is detrimental to the protection or recovery of a threatened or endangered fish species and whether the use can be conditioned or mitigated to avoid the detriment.

If a permit is issued, it will likely contain conditions to ensure the water use complies with existing state and federal water quality standards; and water use measurement, recording and reporting required by the Water Resources Department. The application may be denied, or if appropriate, mitigation for impacts may be needed to obtain approval of the proposed use.

If yes, provide the following information (the information must be provided with the application to be considered complete).

Yes No The proposed use is for more than one cubic foot per second (448.8 gpm) and is not subject to the requirements of OAR 690, Division 86 (Water Management and Conservation Plans).

If yes, provide a description of the measures to be taken to assure reasonably efficient water use:

Statewide - OAR 690-033-0330 thru -0340

Is the POD located in an area where the Statewide rules apply?

Yes No

If yes, the Water Resources Department will determine whether the proposed use will occur in an area where endangered, threatened or sensitive fish species are located. If so, the Water Resources Department, Department of Fish and Wildlife, Department of Environmental Quality, and the Department of Agriculture will recommend conditions required to achieve “no loss of essential habitat of threatened and endangered (T&E) fish species,” or “no net loss of essential habitat of sensitive (S) fish species.” If conditions cannot be identified that meet the standards of no loss of essential T & E fish habitat or no net loss of essential S fish habitat, the agencies will recommend denial of the application unless they conclude that the proposed use would not harm the species.

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SECTION 5: 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
McKenzie River	Irrigation	March 1 – October 31	0.12 <input checked="" type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			6.25 <input type="checkbox"/> cfs <input type="checkbox"/> gpm <input checked="" type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af
			<input type="checkbox"/> cfs <input type="checkbox"/> gpm <input type="checkbox"/> af

Please indicate the number of primary and supplemental acres to be irrigated.
 Primary: 9.98 Acres Supplemental: Acres
 If supplemental acres are listed, provide 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:
- If the use is **mining**, describe what is being mined and the method(s) of extraction:

SECTION 6: WATER MANAGEMENT

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A. Diversion and Conveyance

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

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- Pump (give horsepower and type): 20hp Turbine Pump
- 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.

The initial point of diversion (POD) is through the Muddy Creek Irrigation Project (MCIP) POD located in the NE ¼ of the NE ¼ of Section 9, Township 17 South, Range 3 West, Willamette Meridian. Water will be conveyed by contract through the MCIP ditch system and diverted at the Perrott Farms POD located in Tax Lot 2401 on Tax Map 17030400. The Perrott Farms POD is located at an existing pump location in Muddy Creek outlined in the Final Proof Survey under Application No. 17802, Permit No. 17510 in name of Muddy Creeks Irrigation Project, surveyed May 26, 1966 by L.E. Gould. The Perrott Farms POD includes a fish screen, and currently provides irrigation to land covered by Water Rights Certificate 86338. The water to irrigate the land outlined in this application will be piped using a buried PVC pipe system serving drip irrigation laterals with emitters spaced every 2 feet along tree rows. This application covers areas that are adjacent to land covered by Water Rights Certificate 86338.

B. Application Method

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

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.

Because overwatered hazelnut trees are susceptible to disease, only the water necessary to maintain the health of the trees will be applied. Irrigation scheduling will be used to determine the crop water demand and the irrigation system will operate only when water is needed. The length of set will be adjusted to meet the needs of each tree. The volume of water applied at each tree will be less when the trees are young and will increase each year as the trees grow. Using less-than-full irrigation will be considered to reduce the water requirements.

SECTION 7: 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 per ODFW specifications in ORS 498.301 through 498.346 to prevent uptake of fish and other aquatic life.
Describe planned actions: A fish screen is currently installed at the Perrott point of diversion from Muddy Creek to prevent the uptake of fish and other aquatic life.

- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Note: If disturbed area is more than one acre, applicant should contact the Department of Environmental Quality to determine if a 1200C permit is required.
Describe planned actions and additional permits required for project implementation: Construction activities will occur away from the bank of the creek.

- Operating equipment in a water body will be managed and timed to prevent damage to aquatic life. Describe planned actions and additional permits required for project implementation: No in water construction will occur.

- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe planned actions: The drip irrigation system will be regulated to prevent run off and if any chemical products are injected into the irrigation system a back-flow prevention system will be used.

- List other federal and state permits or contracts to be obtained, if a water right permit is granted.
An application for Stored Water in the Willamette Basin from the U.S. Bureau of Reclamation has been submitted.

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SECTION 8: PROJECT SCHEDULE

- a) Date construction will begin: April 15, 2019
- b) Date construction will be completed: June 1, 2019
- c) Date beneficial water use will begin: June 1, 2019

SECTION 9: WITHIN A DISTRICT

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

Irrigation District Name	Address	
City	State	Zip

SECTION 10: REMARKS

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

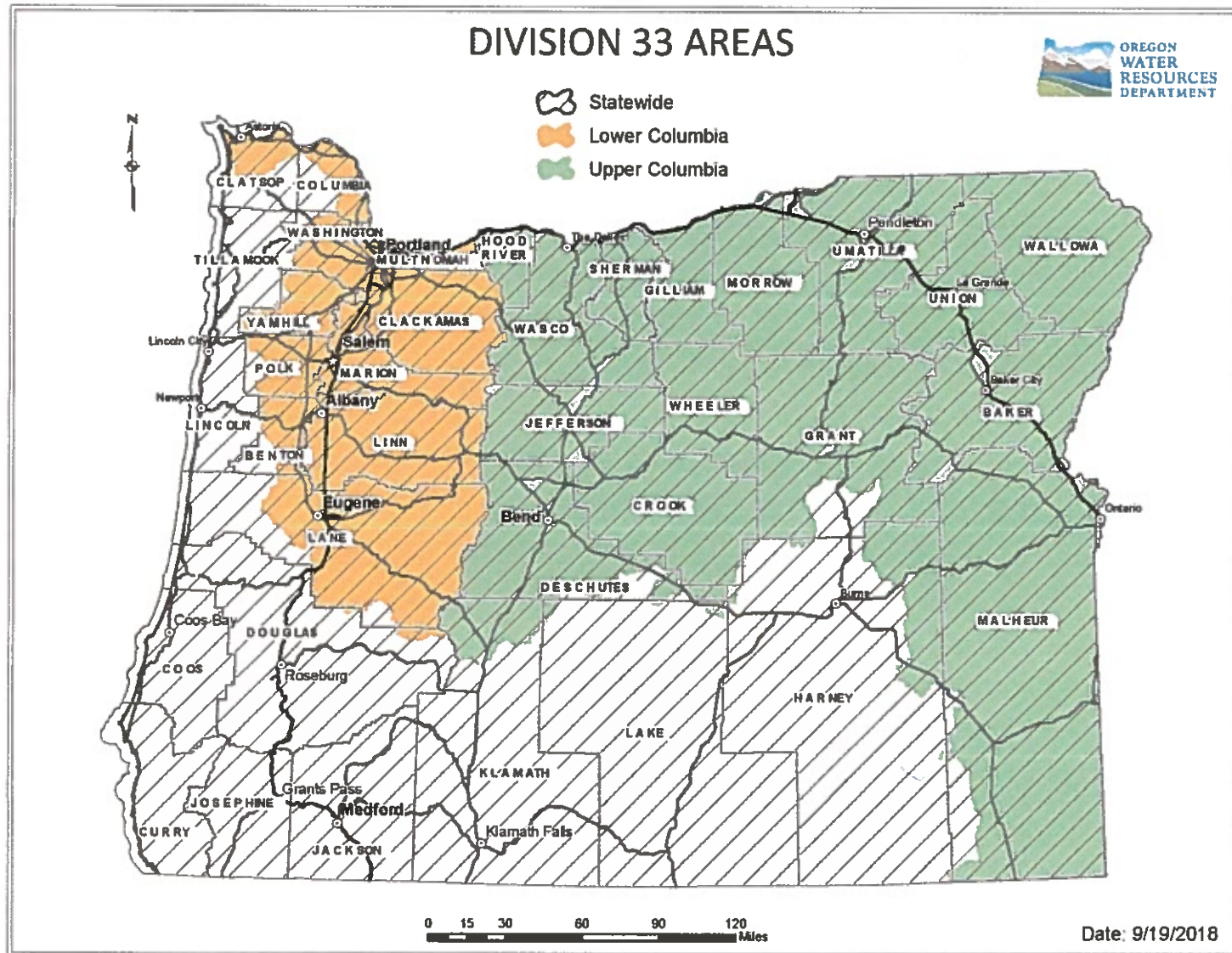
The location of the section lines, quarter-quarters, tax lot lines, and DLC lines were approximated using the Lane County Tax Maps 17030400 and 17030412.

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Figure 1: Map of Division 33 Areas



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For more detailed information, click on the following link and enter the TRSQQ or the Lat/Long of a POD and click on "Submit" to retrieve a report that will show which section, if any, of the Division 33 rules apply: https://apps.wrd.state.or.us/apps/misc/lkp_trsqq_features/

5-83754

Receipt for Request for Land Use Information

Applicant name: Jason Perrott
City or County: Lane County Staff contact: Aaron Staniar
Signature: *Am [Signature]* Phone: 541-682-8910 Date: 2-20-19

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Land Use Information Form
Page 1 of 3

PO Box 1472
1215 Main Street, Ste. 204
Philomath, OR 97370

"Solving Problems for You"

Ph: (541) 929-4226
Fax: (541) 929-4227
www.jdmcgee.com

February 12, 2019

JD McGee Inc. Project No. 18-34

Bill Parks
U.S. Bureau of Reclamation
1150 North Curtis Rd., Ste 100
Boise, ID 83706

Phone: 208-378-5344

RE: Jason Perrott, Willamette Basin Water Contract

Dear Mr. Parks,

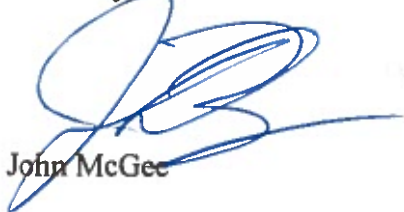
Please accept this application for Willamette Basin stored water. We are applying to the Oregon Water Resources Department simultaneously for the water right to use the proposed contracted water. We will send the application number as soon as it is assigned. We are also contracting with the Muddy Creek Irrigation Project (P.O. Box 225, Harrisburg, Oregon, 97446) to divert and convey the water through their system and into Muddy Creek for us to use.

Please find the following attached:

- Contract Data Sheet
- Water Right Exhibit Map showing the point of diversion into Muddy Creek and the area proposed to be irrigated with the contracted water
- Check for \$100.00

If you need any additional materials or have any questions, please let me know.

Sincerely,



John McGee

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Western Title & Escrow
Order Number: 81302-AB

Lane County Clerk
Lane County Deeds & Records

2013-060204

11/20/2013 02:44:03 PM

RPR-DEED Cnt=1 Stn=1 CASHIER 01 3pages
\$15.00 \$11.00 \$10.00 \$16.00

\$52.00

Grantor
Bronco, LLC Attn: Gene Manley 33668 Indian Drive Eugene, OR 97408
Grantee
The Kenneth Wayne Perrott Trust dated June 9, 1999 Attn: Kenneth Wayne & Mary Kay Perrott P.O. Box 70345 Springfield, OR 97475
Until a change is requested, all tax statements shall be sent to the following address:
The Kenneth Wayne Perrott Trust dated June 9, 1999 Attn: Kenneth Wayne & Mary Kay Perrott P.O. Box 70345 Springfield, OR 97475

Property Deeds
&
Legal Descriptions

AKA Bronco L.L.C. **STATUTORY WARRANTY DEED**

AKA The Bronco L.L.C.

The Bronco L.L.C., as to a portion and Bronco, L.L.C., an Oregon Limited Liability Company, as to a portion, Grantor(s) convey and warrant to

Kenneth Wayne Perrott and Mary Kay Perrott, Trustees of the Kenneth Wayne Perrott Trust dated June 9, 1999 as to an undivided 50% interest and Jason Matthew Perrott and Valerie Joy Steensma Perrott, Trustees of the J & V Perrott Family Trust dated December 11, 2012 as to an undivided 50% interest, Grantees the following described real property free of encumbrances except as specifically set forth herein:

SEE ATTACHED EXHIBIT "A"

This includes #1003

Account: 1813961
Map & Tax Lot: 17 03 04 00 02101 Account: 1550431
Map & Tax Lot: 17 03 04 12 01001

This property is free of encumbrances, EXCEPT: All those items of record, if any, as of the date of this deed, including any real property taxes due, but not yet payable.

The true consideration for this conveyance is \$23,500.00. (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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Grantor
Bronco, LLC Attn: Gene Manley 33668 Indian Drive Eugene, OR 97408
Grantee
The Kenneth Wayne Perrott Trust dated June 9, 1999 Attn: Kenneth Wayne & Mary Kay Perrott P.O. Box 70345 Springfield, OR 97475
Until a change is requested, all tax statements shall be sent to the following address:
The Kenneth Wayne Perrott Trust dated June 9, 1999 Attn: Kenneth Wayne & Mary Kay Perrott P.O. Box 70345 Springfield, OR 97475

Reserved for Recorder's Use

AKA Bronco L.L.C. **STATUTORY WARRANTY DEED**
 AKA The Bronco L.L.C.
 The Bronco L.L.C., as to a portion and Bronco, L.L.C., an Oregon Limited Liability Company, as to a portion, Grantor(s) convey and warrant to

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 Map & Tax Lot: 17 03 04 00 02101 Account: 1550431
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Executed this 18th day of November, 2013

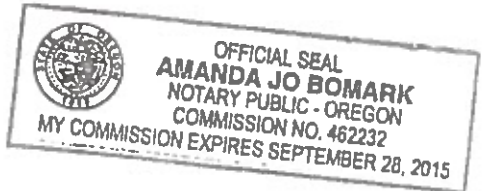
Bronco, LLC AKA The Bronco L.L.C.

Gene Manley
By: Gene Manley
Its Member

State of Oregon, County of Lane) ss.

This instrument was acknowledged before me on this 18 day of November, 2013 by Gene Manley, as Member of Bronco, LLC AKA The Bronco L.L.C.

AJ Bomark
Notary Public for the State of Oregon
My commission expires: 9-28-15



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EXHIBIT "A"

Beginning at a point on the Westerly extension of the South line of The J.S. Swearingen Donation Land Claim No. 37 in Township 17 South, Range 3 West, Willamette Meridian, said point being West 419.38 feet from the Southwest corner of said Donation Land Claim; run thence North 0° 01' 46" West 199.80 feet to a 5/8" iron rod set in Survey File No. 37512, Lane County Surveyor's Office, on the East line of the former railroad right-of-way of the Southern Pacific Transportation Company; thence along said East line North 14° 08' 09" West 600.85 feet; thence West 686.78 feet; thence North 84° 52' 27" West 237.50 feet; thence South 82° 08' 28" West 377.21 feet; thence South 82° 57' 29" West 336.80 feet to the East line of that property described in Deed 2007-062507, Lane County Oregon Deed Records; thence South 0° 11' 51" West 50.81 feet to a 5/8" iron rod on a line parallel with and 660 feet (10 chains) North of said Westerly extension; thence along said parallel line East 1600.4 feet to the West line of said railroad right-of-way; thence along said West right-of-way line South 14° 08' 09" East 680.61 feet to said Westerly extension; thence East 11.66 feet along said Westerly extension to the point of beginning, in Lane County, Oregon.

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WTE 50-003714

RECORDED BY WESTERN TITLE AS
AN ACCOMMODATION ONLY.
NO LIABILITY ACCEPTED FOR
CONDITION OF TITLE OR VALIDITY,
SUFFICIENCY, OR EFFECT OF
DOCUMENT.

Grantor
The Kenneth Wayne Perrott Trust dated June 9, 1999 Attn: Kenneth Wayne Perrott Mary Kay Perrott P.O. Box 70345 Springfield, OR 97475
Grantee
The Kenneth Wayne Perrott Trust dated June 9, 1999 Attn: Kenneth Wayne Perrott Mary Kay Perrott P.O. Box 70345 Springfield, OR 97475
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Lane County Clerk
Lane County Deeds & Records
2014-00495
02/12/2014 03:14:05 P
RPR DFEI (01-510-7) ASSESSOR 02 3pages \$570

Reserved for Recorder's Use

STATUTORY BARGAIN AND SALE DEED

Kenneth Wayne Perrott and Mary Kay Perrott, Trustees of the Kenneth Wayne Perrott Trust dated June 9, 1999 as to an undivided 50% interest and Jason M. Perrott and Valerie J. Perrott, as tenants by the entirety, as to an undivided 50% interest, Grantor, conveys to Kenneth Wayne Perrott and Mary Kay Perrott, Trustees of the Kenneth Wayne Perrott Trust dated June 9, 1999 as to an undivided 50% interest and Jason Matthew Perrott and Valerie Joy Steensma Perrott, Trustees of the J & V Perrott Family Trust dated December 11, 2012 as to an undivided 50% interest, Grantee, the following described real property:

SEE ATTACHED EXHIBIT "A"

Account: 1550415
Map & Tax Lot: 17 03 04 00 02401 Account: 1550407
Map & Tax Lot: 1703 04 00 02301

The true consideration for this conveyance is Zero - to change vesting. (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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5-88754

CONTRACT DATA SHEET



Bureau of Reclamation
Attn: PN-6324
1150 N. Curtis Road
Boise, ID 83706-1234
208-378-5344

RECLAMATION *Managing Water in the West*

1. Applicant Information:

A. Landowners

- 1) Name of Landowner(s): J & V Perrott Family Trust and Kenneth Wayne Perrott Trust
- 2) Address: PO Box 70345, Springfield, OR 97475
- 3) Mailing Address (if different): _____
- 4) Taxpayer Identification Number(s): _____
(Social Security Number or Employer Identification Number¹)
- 5) Do you own all of the land where you propose to divert and make use of water? Yes

B. Water User Organizations (e.g., Irrigation Districts, Ditch/Canal Companies, Water Control Districts, Water User Associations & Cooperatives, Irrigation Improvement Districts, and similar entities organized according to State Law)

- 1) Name of Organization: _____
- 2) Name & Title of Applicant: _____
- 3) Mailing Address of Organization: _____
- 4) Taxpayer Identification Number: _____
(Social Security Number or Employer Identification Number)
- 5) Please provide the following information:
 - (a) A description of the area served by the organization (location, total acreage, number of water users, prominent crops, etc.)
 - (b) Copy of organization by-laws, articles of incorporation (if applicable), board resolution authorizing the applicant to represent and bind the organization under contract with the United States.

2. Source of water (name of stream, river): McKenzie River

3. Proposed point of diversion: 140 feet South and 120 feet East of NE corner of Section 9, Township 17S, Range 3W, Willamette Meridian.

4. A water right permit to divert storage water is required. Application or file number with Oregon Water Resources Department (OWRD) if you have applied for a permit to divert storage water: In Process/Will send when known

5. Include a map of lands and diversion points. (Same as required by OWRD for application of surface/ground water permit).

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6. Do you currently hold a right to natural flows for irrigating the property described herein? No
If yes, what is/are the priority date(s)? _____

7. Total quantity of water from storage requested: 6.25 acre-feet.

8. Location of land to be irrigated in each 40-acre tract:

TOWNSHIP	RANGE	SECTION	40-ACRE TRACT (1/4) (1/4)	NO. of ACRES	TYPE of IRRIGATED CROP
17S	3W	4	NE, NE	3.78	Hazelnut Trees
17S	3W	4	NW, NE	2.39	Hazelnut Trees
17S	3W	4	SE, NE	2.48	Hazelnut Trees
17S	3W	4	NE, SE	1.15	Hazelnut Trees
17S	3W	4	NW, SE	0.18	Hazelnut Trees

9. What is the present use of the land identified above? (farming; idle [fallow cultivated land]; native [appears never to have been tilled]; planted pasture or other [please specify]). Farming

10. Is the land identified above currently being irrigated? No If yes, what is the source? (natural flows, wells, etc.) _____

11. Diversion must be screened to prevent uptake of fish and other aquatic life. Describe plan(s) to comply with State/Federal fish screen standards: A fish screen currently exists at the point of diversion to _____ prevent the uptake of fish and other aquatic life from the creek. _____

12. Telephone number where you can be reached during the day: 541-463-8084

Before returning the completed Contract Data Sheet to the address provided on page 1, please ensure you have:

- ANSWERED ALL QUESTIONS COMPLETELY
- ATTACHED AND IDENTIFIED ADDITIONAL SHEET(S) AS NECESSARY
- ATTACHED THE REQUIRED MAP
- SUBMIT PAYMENT FOR THE APPROPRIATE CONTRACT ADMINISTRATION FEE². MAKE CHECK PAYABLE TO THE U.S. BUREAU OF RECLAMATION

¹ Section 31001.(i) of the Debt Collection Improvement Act of 1996 (Chapter 10 of Pub. L. 104-134) requires each contractor with an agency of the United States to furnish their taxpayer identifying number (social security number or employer identification number) and each agency to disclose to that contractor its intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such contractor's relationship with the Government.

² The minimum contract administration fee for most applications is \$100. However, from time to time this fee may be revised to cover the costs of the United States. We recommend you contact this office to verify the current minimum contract administration fee. If the costs to the United States of evaluating the application are in excess of the minimum contract administration fee, an estimate of the reimbursable costs for which advance payment is required will be provided to the applicant.

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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. 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 \$410.00 for the applicant and \$810.00 for non-applicants. Protests are filed on approximately 10 percent 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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WTE 50-003714

RECORDED BY WESTERN TITLE AS
AN ACCOMMODATION ONLY.
NO LIABILITY ACCEPTED FOR
CONDITION OF TITLE OR VALIDITY,
SUFFICIENCY, OR EFFECT OF
DOCUMENT.

Grantor
The Kenneth Wayne Perrott Trust dated June 9, 1999 Attn: Kenneth Wayne Perrott Mary Kay Perrott P.O. Box 70345 Springfield, OR 97475
Grantee
The Kenneth Wayne Perrott Trust dated June 9, 1999 Attn: Kenneth Wayne Perrott Mary Kay Perrott P.O. Box 70345 Springfield, OR 97475
Until a change is requested, all tax statements shall be sent to the following address:
The Kenneth Wayne Perrott Trust dated June 9, 1999 Attn: Kenneth Wayne Perrott Mary Kay Perrott P.O. Box 70345 Springfield, OR 97475

Reserved for Recorder's Use

STATUTORY BARGAIN AND SALE DEED

Kenneth Wayne Perrott and Mary Kay Perrott, Trustees of the Kenneth Wayne Perrott Trust dated June 9, 1999 as to an undivided 50% interest and Jason M. Perrott and Valerie J. Perrott, as tenants by the entirety, as to an undivided 50% interest, Grantor, conveys to Kenneth Wayne Perrott and Mary Kay Perrott, Trustees of the Kenneth Wayne Perrott Trust dated June 9, 1999 as to an undivided 50% interest and Jason Matthew Perrott and Valerie Joy Steensma Perrott, Trustees of the J & V Perrott Family Trust dated December 11, 2012 as to an undivided 50% interest, Grantee, the following described real property:

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5-887574

Executed this 12 day of February, 2014

The Kenneth Wayne Perrott Trust dated June 9, 1999

Kenneth Wayne Perrott
By: Kenneth Wayne Perrott
Its Trustee

Mary Kay Perrott
By: Mary Kay Perrott
Its Trustee

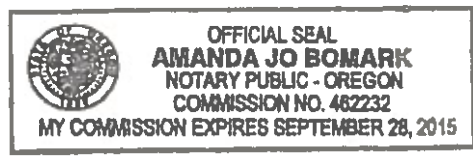
Executed this 12 day of February, 2014

Jason M. Perrott
Jason M. Perrott
State of Oregon, County of Lane) ss.

Valerie J. Perrott
Valerie J. Perrott

This instrument was acknowledged before me on this 12 day of February, 2014 by Kenneth Wayne Perrott as Trustee and Mary Kay Perrott as Trustee of The Kenneth Wayne Perrott Trust dated June 9, 1999, and by Jason M. Perrott and Valerie J. Perrott, individually

[Signature]
Notary Public for the State of Oregon



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EXHIBIT "A"

Parcel I:

Beginning at the Southwest corner of The J.S. Swarengen DLC #37 in Township 17 South, Range 3 West, Willamette Meridian and running thence West, on an extension of the South line of said DLC 2277.2 feet more or less to the intersection with the East right-of-way line of Coburg Road and the true point of beginning; run thence along said right-of-way line following an 1869.86 foot radius curve to the right (the long chord of which bears North 26° 50' 58" West, 235.22 feet) a distance of 235.37 feet; thence North 23° 14' 36" West 166.37 feet; thence leaving said right-of-way line North 65° 18' 12" East 276.00 feet; thence North 0° 12' 15" East 181.96 feet; thence following a line parallel with and 660 feet North of the extension of said South DLC line, East 1600.4 feet more or less to the West line of the former Southern Pacific Transportation Company railroad right-of-way; thence along said West line South 14° 08' 17" East 680.62 feet to a point on the Westerly extension of said South DLC line; thence West along the extension of said DLC line 1846.2 feet more or less to the true point of beginning, in Lane County, Oregon.

Parcel II:

Beginning at the Southwest corner of The J.S. Swarengen Donation Land Claim No. 37, Township 17 South, Range 3 West, Willamette Meridian; thence, West 419.35 feet along said Westerly extension of the South line of said Claim No. 37 to a point on the adjusted line monumented in that survey filed at the Lane County Surveyor's Office No. 37512, said point being the true point of beginning; thence, South 1° 40' 21" West 44.19 feet along said adjusted line to a point on the Westerly line of the former Southern Pacific Transportation Company right of way; thence, South 1° 40' 21" West 938.77 feet continuing along said adjusted monumented line to a reinforcing rod set in said Survey No. 37512 at the intersection of a line parallel with and 60.00 feet Easterly of the East line of Parcel IV and the South line of said Parcel IV in that Deed recorded March 30, 1993 at Reel 2051R, Instrument No. 95-17839; thence, West 1100 feet, more or less, to a point on the centerline of the county road; thence, North 46° 16' West 313.5 feet (4.75 chains) along the centerline of said county road to a point; thence, North 35° 40' West 483.12 feet (7.32 chains) continuing along said centerline to a point; thence, North 32° 17' West 440.88 feet (6.68 chains) continuing along said centerline to the Northwest corner of said Parcel IV; thence, East 1898 feet, more or less, to the true point of beginning, in Lane County, Oregon.

EXCEPT that portion described in Deeds to West Point Lodge No. 62 recorded April 10, 1882, Book O, Page 335 and in Book 34, Page 477, Lane County Oregon Deed Records.

ALSO EXCEPT: Beginning at a point on the centerline of the Eugene-Coburg County Road No. 403, North 47° 25' West 780.60 feet from a point North 2551.8 feet and West 1482.0 feet from the South Southwest corner of The J.C. Spores Donation Land Claim No. 38 in Section 4, Township 17 South, Range 3 West of the Willamette Meridian; running thence North 42° 35' East 120.0 feet; thence, South 47° 25' East 70.0 feet; thence, South 42° 35' West 120.0 feet to the center of said County Road No. 403; thence North 47° 25' West 70.00 feet along the centerline of said road to the point of beginning, in Lane County, Oregon.

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TAX ACCT. NO. 0144947/1813987 (portion)
MAP/TAX LOT NO. 17 03 04 #2400 & 2403

GRANTOR

KEN PERROTT and JASON PERROTT

GRANTEE

J & V PERROTT FAMILY TRUST AND KENNETH WAYNE PERROTT TRUST
P.O. BOX 668
WALTERVILLE, OR 97489

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

After recording return to:
CASCADe TITLE CO.
811 WILLAMETTE
EUGENE, OR 97401

BARGAIN AND SALE DEED

KEN PERROTT and JASON PERROTT, Grantor,
conveys to
KENNETH WAYNE PERROTT AND MARY KAY PERROTT, Trustees of the KENNETH WAYNE
PERROTT TRUST, dated June 9, 1999, as to an undivided 50% interest, and JASON MATTHEW
PERROTT AND VALERIE JOY STEENSMA PERROTT, Trustees of the J & V PERROTT FAMILY
TRUST, dated December 11, 2012, as to an undivided 50% interest, Grantee

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the
tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County
of Lane, State of Oregon, described as follows, to-wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

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, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES
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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
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OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is to change vesting.

Dated this 24th day of June, 2013.

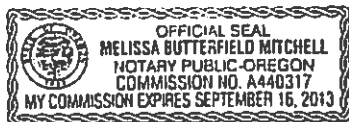
KEN PERROTT

JASON PERROTT

State of Oregon
County of Lane

This instrument was acknowledged before me on June 24, 2013 by KEN PERROTT AND
JASON PERROTT.

(Notary Public for Oregon)
My commission expires 9.16.13



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Exhibit A

PARCEL 1:

Beginning at the Southwest corner of the J.S. Swearingen Donation Lane Claim No. 37, Township 17 South, Range 3 West, Willamette Meridian; thence, West 419.35 feet along said Westerly extension of the South line of said Claim No. 37 to a point on the adjusted line monumented in that survey filed at the Lane County Surveyor's Office No. 37512, said point being the true point of beginning; thence, South 1° 40' 21" West 44.19 feet along said adjusted line to point on the Westerly line of the former Southern Pacific Transportation Company right of way; thence, South 1° 40' 21" West 938.77 feet continuing along said adjusted monumented line to a reinforcing rod set in said Survey No. 37512; thence, South 88° 19' 39" East 297.82 feet to a reinforcing rod set in that survey filed at the Lane County Surveyor's Office under No. 32413 on the Easterly right of way line of said former Southern Pacific Transportation Company property; thence, North 12° 26' 10" West 1019.81 feet along the East line of said Easterly line to a point on the Westerly projection of the South line of said Claim No. 37; thence, West to the true point of beginning, in Lane County, Oregon.

PARCEL 2:

Beginning at the brass cap monument marking the Southwest corner of James S. Swearingen Donation Land Claim No. 37, Township 17 South, Range 3 West of the Willamette Meridian; thence North 88° 18' 05" West 141.82 feet along the Westerly extension of the South line of said Claim No. 37 to a point on the West line of the tract conveyed to the State of Oregon, in Warranty Deed recorded March 9, 1959, Instrument No. 61810, Lane County Oregon Deed Records (being the West right of way line of Interstate 5) and the true point of beginning; thence South 08° 42' 00" East 1001.33 feet along the West line of said tract to a reinforcing rod; thence North 88° 19' 39" West 159.99 feet to a reinforcing rod set on the East line of the former Southern Pacific Transportation Company right of way; thence along said East line North 12° 26' 10" West 1015.71 feet, returning to said Westerly extension of the South line of Claim No. 37; thence along said Westerly extension North 88° 18' 05" West 50.23 feet to a point on the adjusted line monumented in that survey filed at the Lane County Surveyor's Office No. 37512; thence North 1° 40' 21" East 199.83 feet along said adjusted line to a reinforcing rod set in said Survey No. 37512 on the Easterly line of former Southern Pacific Transportation Company right of way; thence leaving said East line bearing South 52° 33' 19" East 342.05 feet to the true point of beginning, all in Lane County, Oregon.

LEGAL

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5-88754

After Recording Return To: 117862 AB
Western Title & Escrow Company
497 Oakway Rd. Suite 340, Eugene, Oregon 97401

The address of the person to whom this document
is to be returned after recording (Beneficiary) is:

The Bronco L.L.C.
2350 Oakmont Way, Suite 200
Eugene, OR 97401

Lane County Clerk	2016-022561
Lane County Deeds & Records	05/17/2016 03:27:50 PM
RPR-DTR Cnt=1 Str=9 CASHIER 11 8pages	\$82.00
\$40.00 \$11.00 \$10.00 \$21.00	

TRUST DEED

THIS TRUST DEED, between Kenneth Wayne Perrott and Mary Kay Perrott, Trustees of the Kenneth Wayne Perrott Trust which was created by instrument dated June 9, 1999, Jason Matthew Perrott and Valerie Joy Steensma Perrott, Trustees of the J & V Perrott Family Trust which was created by instrument dated December 11, 2012, all jointly referred to herein as Grantor; Western Title & Escrow, 497 Oakway Road, Suite 340, Eugene, OR 97401, as Trustee; and The Bronco L.L.C., a State of Oregon registered limited liability company, herein referred to herein as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the property in Lane County, Oregon, described as:

SEE ATTACHED SCHEDULE A

together with all and singular 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 said real estate,

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Four Hundred Thousand Dollars (\$400,000.00), with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable on or about January 31, 2025.

In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, encumbered or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the balance of the promissory note secured hereby becomes due and payable.

The above described real property is currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, Grantor(s) agrees:

1. To protect, preserve and maintain said property in good condition and repair, not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner 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 said 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,

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5-88754

The address of the person to whom this document is to be returned after recording (Beneficiary) is:

The Bronco L.L.C.
2350 Oakmont Way, Suite 200
Eugene, OR 97401

TRUST DEED

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3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said 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,

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as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the Beneficiary may from time to time require, in an amount not less than full insurable value written in companies acceptable to the Beneficiary, with loss payable to the Beneficiary, all policies of insurance shall be delivered to the Beneficiary as soon as insured; if the Grantor(s) shall fail for any reason to procure any such insurance and to deliver said policies to the Beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the Beneficiary may procure the same at Grantor's expense. 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(s). 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 said premises free from construction liens or any other liens or encumbrances which may threaten Beneficiary's security interest in the premises and free from any default by Grantor(s) under the terms of any mortgage or other security instrument or lien with interest in the collateral real property, whether or not superior to this instrument, and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said 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(s) fail to make payment of any taxes, assessments, insurance premiums, liens, or other charges required of Grantor(s) under the terms of any mortgage or other security instrument or lien with interest in the collateral real property superior to this instrument, or any other charges payable by Grantor(s), 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 note secured hereby, 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(s), 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 all other costs and expenses of the Trustee or of the Beneficiary incurred in connection with or in enforcing this obligation including, but not limited to, 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, 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(s) further agrees to pay such sum as any appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorney's fees on such appeal.

It is further mutually agreed that:

8. In the event that any portion or all of said 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(s) 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(s) 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. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor(s), any creditor of any other person or entity placed in interest through Grantor(s) in the property sold hereunder, or by any governmental agency shall be considered to be a default hereunder. This includes, but is not limited to, a garnishment, attachment, or levy on or of any of the property secured hereunder. However, this event of default shall not apply if there is a good faith dispute by Grantor(s) or the person or entity claiming through Grantor(s), as the case may be, as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding, and if Grantor(s) or the person or entity claiming through Grantor(s) gives Seller written notice of the creditor or forfeiture proceeding and furnishes reserves or a surety bond for the creditor or forfeiture proceeding satisfactory to Seller.

10. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this deed and the satisfaction of judgment (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

11. Upon any default by Grantor(s) hereunder or under the terms of any other security agreement given by Grantor(s) to this Beneficiary, or upon any default by Grantor(s) under the terms of any mortgage or other security instrument or lien with interest in the collateral real property, whether or not superior to this instrument, or upon any filing of a bankruptcy proceeding by or against the Grantor(s), 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 said 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.

12. The entering upon and taking possession of said 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.

13. Upon default by Grantor(s) in payment of any indebtedness secured hereby or under the terms of any other security agreement given by Grantor(s) to this Beneficiary, or in Grantor(s) performance of any agreement hereunder, or in the performance of any requirement under the terms of any mortgage or other security instrument or lien with interest in the collateral real property, whether or not superior to this instrument, or upon any filing of a bankruptcy proceeding by or against the Grantor(s), the Beneficiary may declare all sums secured hereby immediately due and payable. In such an event the Beneficiary, at his election, may proceed to foreclose this trust deed in equity as a mortgage or direct the Trustee to foreclose this trust deed by advertisement and sale. In the latter event, the Beneficiary or the Trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real 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.

14. 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(s) 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. In 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.

15. 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 said sale may be postponed as provided by law. The Trustee may sell said 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 will 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(s) and Beneficiary, may purchase at the sale.

16. 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 interest may appear in the order of their priority and (4) the surplus, if any, to the Grantor(s) or to his successor in interest entitled to such surplus.

17. Beneficiary may from time-to-time appoint a successor or successors to any Trustee named herein or to any successor Trustee appointed hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

18. 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(s), Beneficiary or Trustee shall be a party unless such action or proceeding is brought by Trustee.


The Grantor(s) covenants and agrees to and with the Beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto, and that Grantor(s) will warrant and forever defend the same against all persons whomsoever.

The Grantor(s) warrants that the money or services obtained by Grantor(s), payment of which is secured hereby, was not for agricultural purposes.

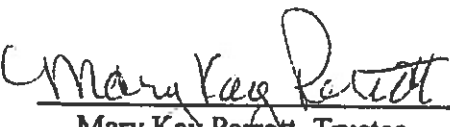
This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisee, administrators, executors, personal representatives, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said Grantor(s) have hereunto set Grantor's hand on the date set out below with grantor's signatures.

Kenneth Wayne Perrott Trust, created by instrument dated June 9, 1999:



Kenneth Wayne Perrott, Trustee



Mary Kay Perrott, Trustee

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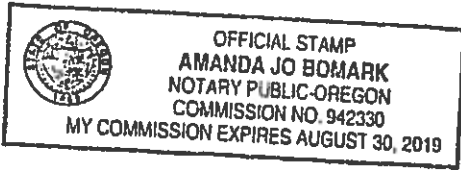
J & V Perrott Family Trust, created by instrument dated December 11, 2012:

Jason Matthew Perrott
Jason Matthew Perrott, Trustee

Valerie Joy Steensma Perrott
Valerie Joy Steensma Perrott, Trustee

State of Oregon) ss.
County of Lane

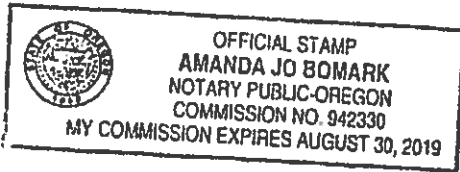
Lane, 2016. Personally appeared before me the above named Kenneth Wayne Perrott, and Mary Kay Perrott, acting as the sole trustees of the Kenneth Wayne Perrott Trust, which was created by instrument dated June 9, 1999, and acknowledged the foregoing instrument to be their voluntary and authorized act and deed on behalf of said trust.



[Signature]
Notary Public for Oregon
My Commission Expires: 8-30-2019

State of Oregon) ss.
County of Lane

May 17, 2016. Personally appeared before me the above named Jason Matthew Perrott, and Valerie Joy Steensma Perrott, acting as the sole trustees of the J & V Perrott Family Trust, which was created by instrument dated ** and acknowledged the foregoing instrument to be their voluntary and authorized act and deed on behalf of said trust.



[Signature]
Notary Public for Oregon
My Commission Expires: 8-30-2019

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LEGAL DESCRIPTION
"EXHIBIT A"

Parcel I: (17-03-04-12-01001)

All that portion of the following bounded and described real property lying west of the Westerly right-of-way line of Southern Pacific Railroad right-of-way, Lane County, Oregon:

Beginning at a point 10.0 chains North of the Southwest corner of the James S. Swearingen Donation Land Claim No. 37, in Township 17 South, Range 3 West of the Willamette Meridian and No. 37 in Township 16 South, Range 3 West of the Willamette Meridian and running thence East 62.49 chains; thence South 10 chains; thence East 20.92 chains; thence North 00° 25' West along the East boundary of Section 3, Township 17 South, Range 3 West of the Willamette Meridian, 17.65 chains: thence West 83.41 chains; thence South 1.33 chains to a point 16.32 chains North of the Southwest corner of the James S. Swearingen Donation Land Claim; thence West 32.833 chains; thence South 6.32 chains; thence East 32.833 chains to the place of beginning, in Lane County, Oregon.

EXCEPT any portion lying within the railroad right-of-way.

EXCEPTING therefrom any property described in Deed No. 2013-060204, Lane County Oregon Deed Records, described follows:

Beginning at a point on the Westerly extension of the South line of The J.S. Swearingen Donation Land Claim No. 37 in Township 17 South, Range 3 West, Willamette Meridian, said point being West 419.38 feet from the Southwest corner of said Donation Land Claim; run thence North 0° 01' 46" West 199.80 feet to a 5/8" iron rod set in Survey File No. 37512, Lane County Surveyor's Office, on the East line of the former railroad right-of-way of the Southern Pacific Transportation Company; thence along said East line North 14° 08' 09" West 600.85 feet; thence West 686.78 feet; thence North 84° 52' 27" West 237.50 feet; thence South 82° 08' 28" West 377.21 feet; thence South 82° 57' 29" West 336.80 feet to the East line of that property described in Deed 2007-062507, Lane County Oregon Deed Records; thence South 0° 11' 51" West 50.81 feet to a 5/8" iron rod on a line parallel with and 660 feet (10 chains) North of said Westerly extension; thence along said parallel line East 1600.4 feet to the West line of said railroad right-of-way; thence along said West right-of-way line South 14° 08' 09" East 680.61 feet to said Westerly extension; thence East 11.66 feet along said Westerly extension to the point of beginning, in Lane County, Oregon.

Parcel II: (17-03-04-00-02101)

A portion of the 60.00 foot wide strip of abandoned railroad right-of-way described in Deed 95-50123, Lane County Oregon Deed Records, being more particularly described as follows:

Beginning at a point on the East line of said abandoned right-of-way which bears West 369.17 feet and North 14° 08' 09" West 806.89 feet from the Southwest corner of the J.S. Swearingen Donation Land Claim No. 37, Township 17 South, Range 3 West, Willamette Meridian;

Run thence along said East line North 14° 08' 09" West 738.25 feet to a 5/8 inch iron rod marking the intersection with the Easterly prolongation of the South line of Lot 6, Roberts Industrial Center, as platted and recorded in File 73, Slides 438 and 439, Lane County Oregon Plat Records; Thence along said prolongation North 89° 57' 10" West 61.89 feet to the West line of said right-of-way; Thence along said West line South 14° 08' 09" East 738.30 feet; Thence East 61.87 feet to the point of beginning.

Parcel III : (17-03-04-12-01002)

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All that portion of the following bounded and described real property lying West of the Westerly right-of-way line of Southern Pacific railroad right-of-way, Lane County, Oregon.

Beginning at a point on the West boundary line of the James S. Swearingen Donation Land Claim No. 37, in Township 17 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon, and No. 37, in Township 16 South, Range 3 West of the Willamette Meridian, 53.72 chains South of the Northwest corner of the claim and running thence East 83.41 chains to the East boundary of Section 3, Township 17 South, Range 3 West of the Willamette Meridian; thence South $00^{\circ} 25'$ East, along the East boundary of Section 3, 10.17 chains; thence West 83.41 chains; thence South 1.33 chains to a point 16.32 chains North of the Southwest corner of the James S. Swearingen Donation Land Claim; thence West 32.833 chains; thence North 6.32 chains; thence East 32.833 chains; thence North 5.18 chains to the place of beginning, in Lane County, Oregon.

EXCEPT any portion lying within the railroad right-of-way.

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REQUEST FOR FULL RECONVEYANCE

[To be used only when obligations have been paid.]

TO: Western Title & Escrow, Trustee, or such successor Trustee existing of record,

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing Trust Deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED: May 17, 2016

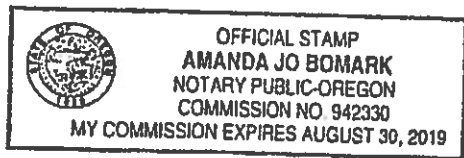
The Bronco L.L.C.

By Gene Manley
Gene Manley

State of Oregon) ss.
County of Lane

May 17, 2016. Personally appeared before me the above named Gene Manley, acting as the authorized representative of The Bronco L.L.C. and acknowledged the foregoing instrument to be the voluntary and authorized act and deed on behalf of said limited liability company.

[Signature]
Notary Public for Oregon
My Commission Expires: 8-30-2019



Request For Reconveyance

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