



RECEIVED

MAY 15 2019

OWRD

Date Received (Date Stamp Here)

OWRD Over-the-Counter Submission Receipt

Applicant Name(s) & Address: Pearlstad Vineyard / Sam Stetser (Agent)

6750 Bethel Rd Rickreall OR 97137

Transaction Type: Ground Water

Fees Received: \$ 2210.⁰⁰

Cash

Check:

Check No. 1099

Name(s) on Check: Pearlstad Vineyard

Address on Check: 209 Grenell Avenue
Half Moon Bay CA 94019

Thank you for your submission. Oregon Water Resources Department (Department) staff will review your submittal as soon as possible.

If your submission is determined to be complete, you will receive a receipt for the fees paid and an acknowledgement letter stating your submittal is complete.

If determined to be incomplete, your submission and the accompanying fees will be returned with an explanation of deficiencies that must be addressed in order for the submittal to be accepted.

If you have any questions, please feel free to contact the Department's Customer Service staff at 503-986-0801 or 503-986-0810.

Sincerely,

OWRD Customer Service Staff

Submission received by: Judy Fernell
(Name of OWRD staff)

Instructions for OWRD staff:

- Complete this Submission Receipt, and make two (2) copies. Place one copy with the check/cash; and place the other copy with the submission (i.e., the application or other document).
- Date-stamp all pages. (NOTE: Do not stamp check.)
- Give this original Submission Receipt to the applicant.
- Record Submission Receipt information on the "RECEIVED OVER THE COUNTER" log sheet.
- Place the Submission Receipt with check/cash in the small top drawer (i.e., "Fiscal Pick Up Drawer"). Place the Submission Receipt with submission (application/other document) in the large bottom drawer.



**Oregon Water Resources Department
Ground Water Application**

- [Main](#)
- [Help](#)
- [Return](#)
- [Contact Us](#)

Today's Date: Monday, April 15, 2019

Base Application Fee.		\$1,340.00
Number of proposed cubic feet per second (cfs) to be appropriated. (1 cfs = 448.83 gallons per minute)	1	\$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) **	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		\$2,210.00

OWRD Fee Schedule

Fee Calculator Version B20170117

RECEIVED
MAY 15 2019
OWRD

G-18808

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.

RECEIVED

MAY 15 2019

OWRD

RECEIVED

APR 15 2019

OWRD

RECEIVED

APR 02

OWRD

G-18808

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.oregon.gov/OWRD

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Agent 4385-15-19 SS

NAME Sam Stetser		PHONE (HM)	
PHONE (WK) 503 437 3548	CELL same	FAX	
ADDRESS 526 NW 12 th			
CITY McMinnville	STATE OR	ZIP 97128	E-MAIL* sstetser@atlasvm.com

Organization

NAME Atlas Vineyard Management		PHONE 503 854 7108	FAX
ADDRESS 309 NE 3rd St suite 2			CELL
CITY McMinnville	STATE OR	ZIP 97128	E-MAIL* sstetser@atlasvm.com

Applicant 4385-15-19 SS

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

AGENT / BUSINESS NAME Pearlstad Vineyard		PHONE	FAX
ADDRESS 6750 Bethel Rd			CELL
CITY Rickreall	STATE OR	ZIP 97371	E-MAIL* ken.pearlstadvyn@att.net

Note: Attach multiple copies as needed

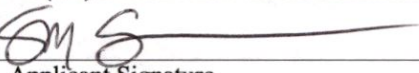
* By providing an e-mail address, consent is given to receive all correspondence from the Department electronically. (Paper copies of the proposed and final order documents will also be mailed.)

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- 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.

RECEIVED
APR 15 2019
OWRD

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


Sam Stetser
4/2/2019
 Applicant Signature Print Name and Title if applicable Date

Applicant Signature RECEIVED Print Name and Title if applicable Date

MAY 15 2019

RECEIVED

APR 02 2019

OWRD

OWRD

For Department Use: App. Number: G1-18808

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.oregon.gov/OWRD

SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant Agent 4385-15-19 56

NAME Sam Stetser		PHONE (HM)	
PHONE (WK) 503 437 3548	CELL same	FAX	
ADDRESS 526 NW 12 th			
CITY McMinnville	STATE OR	ZIP 97128	E-MAIL* sstetser@atlasvm.com

Organization

NAME Atlas Vineyard Management		PHONE 503 854 7108		FAX
ADDRESS 309 NE 3rd St suite 2		CELL		
CITY McMinnville	STATE OR	ZIP 97128	E-MAIL* sstetser@atlasvm.com	

Applicant Agent 4385-15-19 56

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

AGENT / BUSINESS NAME Pearlstad Vineyard		PHONE		FAX
ADDRESS 6750 Bethel Rd		CELL		
CITY Rickreall	STATE OR	ZIP 97371	E-MAIL* ken.pearlstadvyc@att.net	

Note: Attach multiple copies as needed

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

By my signature below I confirm that I understand:

- I am asking to use water specifically as described in this application.
- Evaluation of this application will be based on information provided in the application.
- 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.

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

Sam Stetser
Applicant Signature

Sam Stetser
Print Name and Title if applicable

4/2/2019
Date

Ken Pearlman
Applicant Signature

Ken Pearlman
Print Name and Title if applicable

5/15/2019
Date

MAY 15 2019

OWRD

For Department Use: App. Number: 07-18908

APR 02 2019

Groundwater - Page 1

OWRD

Rev. 08-18

RECEIVED

APR 15 2019

OWRD

RECEIVED

MAY 15 2019

OWRD

To: Oregon Water Resources Department
May 10, 2019

Dear OWRD,

This is to certify that I am the proprietor of Pearlstad Vineyard LLC, the property located at 6675 Bethel Rd., Rickreall Oregon, 97371. The business and mailing address for the vineyard is 209 Granelli Ave. Half Moon Bay, California, 94019.

Regards,

Ken Pearlman
415-309-6752

 5/10/2019

RECEIVED

MAY 14 2019

OWRD

RECEIVED

MAY 15 2019

OWRD

A-18808

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).*

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: 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
128065	Ash Swale		

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).*

RECEIVED
MAY 15 2019
OWRD

RECEIVED
APR 15 2019
OWRD

RECEIVED
APR 02 2019
OWRD

For Department Use: App. Number: G-18808

SECTION 3: WELL DEVELOPMENT, continued

Total maximum rate requested: 15 GPM (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)
128065	<input type="checkbox"/>	<input checked="" type="checkbox"/>	128065	<input type="checkbox"/>	6"	39'	300'	300'	131'	Sandy Gray Sandstone	122'	15.5	.4
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>									

* 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.

For Department Use: App. Number: G-18808

RECEIVED
 APR 15 2019
 OWRD

RECEIVED
 APR 02 2019
 OWRD

RECEIVED
 MAY 15 2019
 OWRD

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 if your proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters.

To answer the following questions, use the map provided in [Attachment 3](#) or the link below to determine whether the proposed point of appropriation (POA) 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 TRSQQ or the Lat/Long of a POA 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 POA is located, please call the customer service desk at (503) 986-0801.

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

Is the well or proposed well located in an area where the Upper Columbia Rules apply?

Yes No

RECEIVED
APR 15 2019

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, and if the Department determines that proposed groundwater use has the potential for substantial interference with nearby surface waters:

- I understand that the permit, if issued, will not allow use during the time period April 15 to September 30, except as provided in OAR 690-033-0140.
- I understand that the 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 well or proposed well located in an area where the Lower Columbia rules apply?

Yes No

If yes, and the proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters you are notified 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

RECEIVED
RECEIVED
APR 02 2019

MAY 15 2019

OWRD

For Department Use: App. Number: 6-18808

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, you will be required to provide the following information, if applicable.

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 well or proposed well located in an area where the Statewide rules apply?

Yes No

RECEIVED

APR 15 2019

OWRD

If yes, and the proposed groundwater use is determined to have the potential for substantial interference with nearby surface waters you are notified that 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.

SECTION 5: WATER USE

USE	PERIOD OF USE	ANNUAL VOLUME (ACRE-FEET)
agriculture	July - September	.4

For irrigation use only:

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

Primary: 17 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: (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.)

RECEIVED

APR 02 2019

OWRD

For Department Use: App. Number: 67-18808

RECEIVED

MAY 15 2019

OWRD

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

SECTION 6: WATER MANAGEMENT

A. Diversion and Conveyance

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

- Pump (give horsepower and type): 1 1/2 hp submersible pump
- Other means (describe): _____

Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. pumped into holding tanks, site has 20,000 gallons of storage, ~7000 gallons per day are pumped

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*)

— drip

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*).

— use of water saving drip system, water requirements of grapes are low

SECTION 7: PROJECT SCHEDULE

- a) Date construction will begin: _____
- b) Date construction will be completed: _____
- c) Date beneficial water use will begin: 7/1/2020

RECEIVED

APR 15 2019

OWRD

SECTION 8: RESOURCE PROTECTION

In granting permission to use water the state encourages, and in some instances requires, careful control of activities that may affect adjacent 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.

- Water quality will be protected by preventing erosion and run-off of waste or chemical products.
Describe: cover crops + use of straw in winter to prevent erosion
- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.
Note: If disturbed area is greater than one acre, applicant should contact the Oregon Department of Environmental Quality to determine if a 1200C permit is required.

Describe planned actions and additional permits required for project implementation: _____

Earth moving projects are completed, none are projected

- Other state and federal permits or contracts required and to be obtained, if a water right permit is granted:

List: _____

RECEIVED

MAY 15 2019

OWRD

RECEIVED

APR 02 2019

OWRD

For Department Use: App. Number: G7-18828

SECTION 9: WITHIN A DISTRICT

Check here if the point of appropriation (POA) or place of use (POU) are located within or 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*).

RECEIVED
APR 15 2019
OWRD

RECEIVED
MAY 15 2019
OWRD

RECEIVED
APR 02 2019
OWRD

For Department Use: App. Number: 67-18808

This page left intentionally blank.

RECEIVED

APR 15 2019

OWRD

RECEIVED

MAY 15 2019

OWRD

RECEIVED

APR 02 2019

OWRD

G-18808

RECORDING COVER SHEET *(Please print or type)*

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, and does NOT affect the instrument.

After recording return to:

Northwest FCS - Salem
650 Hawthorne Avenue SE, Suite 210
Salem, OR 97301

*This space reserved for use by
Recording Office*

1. Title(s) of the transaction(s)

Deed of Trust
Fixture Filing

2. Direct Party / Grantor(s)

Pearlstad Vineyard, LLC – 203 Granelli Avenue, Half Moon Bay, CA 94019-2405

3. Indirect Party / Grantee(s)

Northwest Farm Credit Services, FLCA

4. True and actual consideration:

\$ 600,000.00

5. Previously recorded document reference:

6. If this instrument is being re-recorded complete the following statement:

Rerecorded at the request of _____
to correct _____
previously recorded in book _____ and page _____, or as fee number _____:

RECEIVED

APR 15 2019

OWRD

RECEIVED

MAY 15 2019

OWRD

9-18808

**Deed of Trust
and Fixture Filing**

NOTICE: THE SECURED OBLIGATIONS MAY PROVIDE FOR A VARIABLE INTEREST RATE. THE SECURED OBLIGATIONS MAY REVOLVE IF PROVIDED FOR IN THE LOAN DOCUMENTS. BORROWER MAY BORROW, REPAY AND RE-BORROW LOAN PROCEEDS PURSUANT TO THE NOTE(S), SUBJECT TO THE APPLICABLE TERMS OF THE LOAN DOCUMENTS.

This Deed of Trust dated as of November 25, 2016, is executed by Pearlstad Vineyard, LLC, a Limited Liability Company (collectively "Grantor"), whose address is 203 Granelli Avenue, Half Moon Bay, CA 94019, in favor of Fidelity National Title ("Trustee"), whose address is 500 Liberty Street SE Suite 200 Salem, OR 97301, for the benefit of Northwest Farm Credit Services, FLCA, a corporation organized and existing under the laws of the United States ("Beneficiary"), whose address is 2001 South Flint Road, Spokane, WA 99224-9198, P. O. Box 2515, Spokane, WA 99220-2515.

This conveyance is intended to secure performance of the covenants and agreements contained herein, and in any note(s), Membership Agreement, loan agreement, security documents and any other documents or instruments signed in connection with the note(s) and security documents and any amendments (collectively, the "Loan Documents"). Pursuant to the terms and conditions of the Loan Documents, Grantor has agreed to grant this Deed of Trust in favor of Beneficiary to provide security for the Secured Obligations described herein, the related Loan Documents and any and all other documents entered into pursuant thereto.

I. GRANT OF SECURITY.

Grantor, in consideration of the indebtedness secured by this Deed of Trust, irrevocably bargains, sells, grants, mortgages, transfers, conveys, assigns and warrants to Trustee, IN TRUST, WITH POWER OF SALE, AND RIGHT OF ENTRY AND POSSESSION for the benefit and security of Beneficiary, all Grantor's existing and future rights, titles, interests, estates, powers and privileges in or to the following (collectively the "Collateral"):

1.1 Property. That certain real property located in Polk County(ies), State of Oregon, more particularly described on Exhibit A attached hereto and incorporated herein (the "Land") and including the following:

a. All buildings, wells and other improvements now or hereafter located on the Land, including, but not limited to, the Fixtures (as defined below), timber, if applicable, and all other equipment, machinery, appliances and other articles attached to such buildings and other improvements (collectively the "Improvements");

b. All fixtures (including without limitation, goods that are or become so related to the Land that an interest in them arises under the real estate law) and any additions or replacements (collectively the "Fixtures") now or hereafter located on, attached to, installed in or used in connection with the Land;

c. All personal property, appliances, equipment and goods now or hereafter owned or possessed by Debtor located upon, in, or about or used in connection with said Land or Improvements, including the maintenance thereof, together with all increases, substitutes, replacements, proceeds and products thereof and additions and accessions thereto;

d. All rights, rights-of-way, easements, licenses, profits, claims, demands, privileges, grazing privileges, tenements, hereditaments and appurtenances now owned or hereafter acquired by Grantor and used in connection with the Land and the Improvements or as a means of access to either or both, including without

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)

2

RECEIVED

APR 15 2019

OWRD

A-18808

RECEIVED

MAY 15 2019

OWRD

limitation, all rights over the property of third persons which are related thereto and all unaccrued trespass and surface damage claims appurtenant thereto, and all written operations plans and all permits and approvals related to the Land and Improvements;

e. All of Grantor's right, title and interest in and to any land within any right-of-way of any open or proposed street adjoining the Land, and any and all sidewalks, alleys, strips and gores of land adjacent to or used in connection with the Land and Improvements;

f. All of Grantor's existing and future rights in (including without limitation, royalty and leasehold rights) oil, gas and other mineral rights in or relating to the Land;

g. All existing and future leases and subleases relating to the Land and Improvements or any interest in them, including without limitation, all deposits, advance rentals and other similar payments, but not including the Rents, as defined and separately assigned herein;

h. All options to purchase, exchange or lease the Land, Fixtures or Improvements or any interest in them (and any greater estate in the Land, Fixtures or Improvements and acquired by exercise of such options);

i. All contracts and policies of insurance and proceeds thereof which may insure all or any portion of the Collateral against casualties and theft;

j. All Grantor's other existing or future estates, homestead or other claims or demands, both in law and in equity in the Land and Improvements, including without limitation, (i) all awards made for the partial or complete taking by eminent domain, or by any proceeding or purchase in lieu of eminent domain, of the Land or Improvements, and (ii) all proceeds, including general intangibles and payment intangibles, of any insurance covering any of the Collateral; and

k. All cash or non-cash proceeds of the sale, lease, license, exchange or other disposition of the Collateral, including accounts and general intangibles, arising therefrom. Proceeds include all subsidy payments, in cash or in kind, which may be made to Grantor by any person, entity or governmental agency, including but not limited to, payments and entitlements from state and federal farm programs, as well as any type of property insurance; and any rights arising out of Land or Improvements, collections and distributions on Land or Improvements.

1.2 Water Assets. All right, title, and interest at any time of Grantor (or any of its bailees, agents, or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, without limitation, the water, water rights and other assets and items more specifically described hereinafter (collectively the "Water Assets"). A description of some Water Assets may also be included with the description of the Land set forth above or in an exhibit hereto.

a. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever and howsoever evidenced, including but not limited to the following: (i) the groundwater on, under, pumped from or otherwise available to the Land, whether as the result of groundwater rights, contractual rights or otherwise, together with Grantor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity; (ii) any rights to which the Land is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water; (iii) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise

Deed of Trust
(Pearlstaad Vineyard, LLC/Note No. 6230664)

RECEIVED
APR 15 2019
OWRD

RECEIVED
MAY 15 2019
OWRD

G-18808

applicable to the Land by virtue of the Land being situated within the boundaries of any governmental district or agency, or within the boundaries of any private water company, mutual water company, irrigation company, ditch company or other non-governmental entity that owns, stores, diverts and/or delivers water including, any and all stock, interest or other rights Grantor has in such entity, including voting or decision rights, and any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset; and (iv) all water and existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes. References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the terms. The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

b. All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water Asset.

c. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset.

d. All storage and treatment rights for any Water Asset, whether on or off the Land or other property of Grantor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset.

e. All irrigation and watering equipment, including all pumps, pumping plants, storage tanks, pump, motors, electrical generators (all of which are declared to be fixtures), and all systems, ditches, laterals, conduits, and rights-of-way used to convey water or to drain the Land, all of which rights are or are hereby made appurtenant to the Land.

f. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, including joint use agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset.

g. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts and other rights to payment arising from or on account of any use, nonuse, sale, lease transfer or other disposition of any Water Asset.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties. Grantor represents and warrants to Beneficiary as follows:

a. Grantor has represented and warranted to Beneficiary the location of Grantor's chief executive office; the state of its formation; Grantor's state of residence; and Grantor's exact legal name is as set forth herein.

b. Grantor is the sole legal and equitable owner of the Collateral;

c. Except as otherwise previously disclosed to Beneficiary, Grantor has the exclusive right to harvest any timber, if any, from the Land and has the exclusive right to use the appurtenant rights and the operating permits;

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)

RECEIVED

APR 15 2019

OWRD

A-18808

RECEIVED

MAY 15 2019

OWRD

d. Without thereby limiting the generality of the foregoing, and except as otherwise previously disclosed to Beneficiary, Grantor has not assigned or granted any harvest or access rights or interests, or sold or leased any part of the Land or the Improvements, if any, to any other person (individual, organization or governmental unit);

e. There are no claims, liens, encumbrances (including judgments, levies and the like), or security interest ("Liens") covering the Collateral or any part or item thereof except easements and reservations of record, that are listed on the title policy delivered by Grantor;

f. To the best of Grantor's knowledge, and other than have been disclosed to Beneficiary, there are no federal, state or local laws, regulations, rules or standards ("Laws"), or permits, orders, injunctions, citations, notices of civil penalty, restraining orders, judgments or the like issued by any governmental unit ("Orders") that are now in effect and that would restrict any material use of the Collateral;

g. Grantor has taken all actions necessary and has duly authorized this Deed of Trust and it is the legally valid and binding contract of Grantor, and is enforceable against Grantor in accordance with its terms; and

h. To the best of Grantor's knowledge, neither the execution of this Deed of Trust nor the payment and performance of the Secured Obligations will materially violate any Laws or Orders affecting Grantor or the Collateral or constitute a breach or Event of Default by Grantor under any agreement, contract, loan indenture, lease, instrument or like document to which Grantor is a party or the Collateral is bound.

The foregoing representations and warranties will survive and not be merged or otherwise eliminated by any conveyance, voluntarily or through foreclosure, of the Collateral to Beneficiary or its nominee. Grantor hereby agrees to indemnify, defend and hold harmless Beneficiary from and against any and all claims, loss, liability, damages, liens, penalties, costs and expenses of any nature or kind whatsoever arising from or related to any misstatement or omission of any material fact in the foregoing representations and warranties.

3. SECURED OBLIGATIONS

3.1 Secured Obligations. This Deed of Trust, and the lien it creates, is made for the purpose of securing the following obligations (collectively the "Secured Obligations"):

a. The full and punctual payment of the indebtedness evidenced by that certain note(s) described below, in favor of Beneficiary (the "Note(s)") with interest thereon at the rates therein provided which interest rate and payment terms may be adjusted as provided in the Note(s) and Loan Documents, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced by the Note(s), as well as any prepayment fees or penalties provided for in the Note(s) or as it may be amended to provide for such prepayment fees or penalties;

Note No.	Date of Note	Principal Amount	Final Installment Date
6230664	November 25, 2016	\$600,000.00	December 1, 2031

b. Payment and performance of the obligations under the Note(s) and Loan Documents (including future advances) and under any and all other present and future agreements executed in relation to the Note(s);

c. Payment of such additional sums with interest thereon as may be due to Trustee or Beneficiary under any provisions of this Deed of Trust;

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)

RECEIVED

APR 15 2019

OWRD

RECEIVED

MAY 15 2019

OWRD

d. Payment of all indebtedness and performance of all other obligations which the then record owner of the Collateral may agree to pay and perform for the benefit of Beneficiary, and which are contained in a document which recites that it is secured by this Deed of Trust;

e. Payment of all amounts advanced by (or on behalf of) Beneficiary or Trustee to improve, protect or preserve the Collateral or the security of this Deed of Trust, with interest on such amounts as provided in this Deed of Trust;

f. Payment and performance of all amendments, modifications, extensions, renewals and replacements of any of the foregoing; and

g. Payment of charges as allowed by law, when such charges are made for any Beneficiary statement or other statement regarding the Secured Obligations.

3.2 Separate Indemnities. Notwithstanding the foregoing, this Deed of Trust does not secure any separate hazardous materials indemnity or any similar indemnity or indemnities in any of the Loan Documents.

3.3 Indexing. Notice is hereby given that the interest rate, payment terms or balance due on the Notes(s) may be indexed, adjusted, renewed or renegotiated.

3.4 Continuing Validity. The continuing validity and priority of this Deed of Trust for future extensions of credit and advances shall not be impaired by the fact that at certain times no outstanding indebtedness to Beneficiary or commitments from Beneficiary to make future extensions of credit or advances exists.

4. COVENANTS

4.1 Maintenance, Repair, Alterations. Grantor shall: keep the Collateral in good condition and repair; complete promptly and in a good and workmanlike manner, any Improvement that may be constructed on the Land, and promptly restore in like manner any Improvement that may be damaged or destroyed, and pay when due all claims for labor performed and materials furnished for such construction or restoration; comply with all Laws and Orders of any court or governmental or regulatory body having jurisdiction over Grantor, the Land or Improvements; comply with any condominium or other plan, declaration of covenants, conditions and restrictions, and reciprocal easement agreements to which the Land is subject ("CC&Rs"), any owners' association articles and bylaws affecting the Land, and such exceptions to title as evidenced by a preliminary title report on the date of closing, acceptable to Beneficiary ("Permitted Liens"); keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good, neat order and repair; comply with the provisions of any leases constituting part of the Collateral; obtain and maintain in full force and effect all permits necessary for the use, occupancy and operation of the Collateral; and do any and all other acts, except as otherwise prohibited or restricted by the Loan Documents, that may be reasonably necessary to protect or preserve the value of the Collateral and the rights of Trustee and Beneficiary in it.

Grantor shall not, except upon the prior written consent of Beneficiary, which shall not be unreasonably withheld or delayed: remove, demolish or materially alter any of the Improvements, other than to make non-structural repairs in the ordinary course of business, that preserve or increase the value of the Land; commit or permit any waste or deterioration of the Collateral; abandon all or any part of the Collateral or leave the Collateral unprotected, unguarded, vacant or deserted; or initiate, join in or consent to any change in any zoning ordinance, general plan, specific plan, private restrictive covenant or other public or private restriction limiting the uses that may be made of the Land or Improvements by Grantor.

4.2 Insurance. Keep all material property useful and necessary in its business in reasonably good working order and condition (ordinary wear and tear excepted); maintain with financially sound and reputable insurance companies casualty, liability, and such other insurance (that may include plans of self-insurance) with such coverage

RECEIVED

APR 15 2019

OWRD

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)

6

RECEIVED

MAY 15 2019

OWRD

G-18808

and deductibles, and in such amounts as may be consistent with prudent business practice and in any event consistent with normal industry practice; and furnish to the Beneficiary, upon written request, full information as to the insurance carried.

4.3 Condemnation and Other Awards. Grantor shall take all actions reasonably required by Beneficiary or Trustee in connection with condemnation or other taking to defend and protect the interests of Grantor, Beneficiary and/or Trustee in the Land. Beneficiary shall be entitled to participate in, control and be represented by counsel of its choice in such proceeding. All condemnation proceeds shall first be applied to reimburse Beneficiary and Trustee for all their reasonable costs and expenses, including reasonable attorneys' fees, incurred in connection with the collection of such award or settlement. The balance of such award or settlement shall be applied by Beneficiary against the Secured Obligations in such order as Beneficiary may determine.

4.4 Taxes, Assessments and Utilities. Grantor shall pay, prior to delinquency, all of the following: all general and special real property taxes and assessments imposed on the Land; all other taxes, assessments and charges assessed on the Land (or on the owner and/or operator of the Land) that create or may create a lien on the Land (or on any Improvement or Fixture used in connection with the Land); including, without limitation, non-governmental levies and assessments under applicable covenants, conditions and restrictions; and all business taxes.

Grantor shall promptly pay all gas, irrigation, electricity, water, sewer and other utility charges incurred for the benefit of the Collateral or that may become a lien against the Collateral; and all other similar public or private assessments and charges relating to the Collateral, regardless of whether or not any such charge is or may become a lien on the Collateral.

4.5 Liens. Grantor shall not cause, incur or permit to exist any Liens upon all or any part of the Collateral or any interest in the Collateral other than Permitted Liens. Grantor shall pay and promptly discharge, at Grantor's sole cost and expense, all such Liens.

4.6 Sale or Lease of Collateral: Due on Sale Clause. Grantor shall not sell, lease, sublease or otherwise transfer all or any part of the Collateral or any interest in it, without the prior written consent of Beneficiary, which consent may be granted or withheld in Beneficiary's sole and absolute discretion. No sale, lease or other transfer shall relieve Grantor from primary liability for its obligations under the Loan Documents or relieve any guarantor from any liability under any guaranty. Upon any such transfer to which Beneficiary does not consent, Beneficiary at its option may, without prior notice, declare all Secured Obligations immediately due and payable without presentment, demand, protest or further notice of any kind, and may exercise all rights and remedies provided in this Deed of Trust, in the other Loan Documents or under applicable law.

4.7 Inspections and Property Valuations. Grantor authorizes Beneficiary and its agents, representatives and employees, upon reasonable notice to Grantor, to enter at any time upon any part of the Collateral for the purpose of inspecting the Collateral. Grantor agrees to pay the costs and expenses of Beneficiary incurred in such inspections and examinations, including without limitation, Beneficiary's attorneys' fees, if such inspection was made necessary because of an Event of Default, whether the services are provided by Beneficiary's employees, agents or independent contractors. Any inspection or review by Beneficiary is solely for Beneficiary's benefit to protect Beneficiary's security and preserve Beneficiary's rights under this Deed of Trust. No inspection by Beneficiary shall constitute a waiver of any Event of Default. Grantor shall cooperate in allowing Beneficiary or its agents reasonable access to the Collateral for the purpose of performing any subsequent valuation, whether it is in the form of an appraisal or any other method of valuing the Collateral. Grantor shall pay promptly to Beneficiary, on demand, the costs of any such subsequent valuation, whether performed by employees, agents, or independent contractors of Beneficiary.

4.8 Defense of Actions. Grantor shall notify Beneficiary of any action or proceeding purporting to affect (a) the security of this Deed of Trust, (b) all or any part of the Collateral or any interest in it, (c) any additional or other security for the Secured Obligations, or (d) the interests, rights, powers or duties of Beneficiary or Trustee under this

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)

7

RECEIVED

APR 15 2019

OWRD

RECEIVED

MAY 15 2019

OWRD

G-18808

Deed of Trust. Grantor, at no cost or expense to Beneficiary or Trustee, shall appear in and defend the same. If Beneficiary or Trustee elects to become or is made a party to such action or proceeding, Grantor shall indemnify, defend and hold Trustee and Beneficiary harmless from all related liability, damage, cost and expense reasonably incurred by either Trustee or Beneficiary, whether or not such action or proceeding is prosecuted to judgment or decision.

4.9 Protection of Security. If Grantor fails to make any payment or to do any act required by this Deed of Trust or any of the other Loan Documents, Beneficiary and/or Trustee may do so. Beneficiary or Trustee may decide to do so, each in its own discretion, without obligation to do so, without further notice or demand, and without releasing Grantor in such manner and to such extent as either may reasonably deem necessary to protect the security of this Deed of Trust.

4.10 Beneficiary's Powers. If Grantor fails to pay any sum, other than principal and interest on the Secured Obligations, or to perform or comply with any other obligation required by any Loan Document, Beneficiary at its election may pay such sum or comply with such obligation. Without affecting the liability of Grantor or any other person liable for the payment of any Secured Obligation, and without affecting the lien or charge of this Deed of Trust, Beneficiary may, from time to time, do any of the following: (a) release any person so liable, (b) release or reconvey all or any part of the Collateral, (c) take or release any other or additional security for any Secured Obligation, or (d) make arrangements with debtors in relation to the Secured Obligations. Waiver by Beneficiary of any right or remedy as to any transaction or occurrence shall not be deemed to be a waiver of any future transaction or occurrence. By accepting full or partial payment or performance of any Secured Obligation after due or after the filing of a notice of default and election to sell, Beneficiary shall not have thereby waived its right to (i) require prompt payment and performance in full, when due, of all other Secured Obligations, (ii) declare a default for failure to so pay or perform, or (iii) proceed with the sale under any notice of default and election to sell previously given by Beneficiary, or as to any unpaid balance of the indebtedness secured by this Deed of Trust.

4.11 Reimbursement of Costs, Fees and Expenses: Secured by Deed of Trust. Grantor shall pay, on demand, to the maximum allowable under applicable law, all reasonable costs, fees, expenses, advances, charges, losses and liabilities paid or incurred by Beneficiary and/or Trustee in administering this Deed of Trust, the collection of the Secured Obligations, and Beneficiary's or Trustee's exercise of any right, power, privilege or remedy under this Deed of Trust. Fees, costs and expenses of attorneys shall include the reasonable fees and disbursements of Beneficiary's outside and staff counsel and of any experts and agents, and including such fees incurred in the exercise of any remedy (with or without litigation), in any proceeding for the collection of the Secured Obligations, in any foreclosure on any of the Collateral, in protecting the lien or priority of any Loan Document, or in any litigation or controversy connected with the Secured Obligations, including any bankruptcy, receivership, injunction or other proceeding, or any appeal from or petition for review of any such proceeding.

5. RENTS, ISSUES AND PROFITS

5.1 Assignment of Rents, Issues and Profits. Grantor absolutely, unconditionally and irrevocably assigns and transfers to Beneficiary all of its right, title and interest in and to all rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Collateral (collectively the "Rents"), and gives to Beneficiary the right, power and authority to collect such Rents. Grantor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary, at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and or sue, in its name or in Grantor's name, for all Rents, and to apply them to the Secured Obligations. Beneficiary hereby grants to Grantor a license to collect and retain Rents (but not more than one month in advance unless the written approval of Beneficiary has first been obtained) so long as an Event of Default shall not have occurred and be continuing. The assignment of the Rents is intended to be an absolute assignment from Grantor to Beneficiary and not merely the passing of a security interest. This assignment of Rents is intended to be specific, perfected and choate upon recording.

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)

RECEIVED

APR 15 2019

OWRD

G-18808

RECEIVED

MAY 15 2019

OWRD

5.2 Collection Upon Default. Upon the occurrence of an Event of Default, Grantor's license to collect the Rents shall automatically terminate. Upon such termination, Beneficiary may, at any time, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, do any of the following: (a) enter upon and take possession of all or any part of the Collateral; (b) with or without taking possession of the Collateral in its own name, sue for or otherwise collect Rents (including those past due and unpaid, and all prepaid Rents and all other security or other deposits paid by tenants to Grantor); and (c) apply the Rents (less costs and expenses of operation and collection, including, without limitation, attorneys' fees, whether or not suit is brought or prosecuted to judgment) to any Secured Obligation, and in such order as Beneficiary may determine, even if payment or performance of said Secured Obligation may not then be due. Grantor agrees that, upon the occurrence of any Event of Default, Grantor shall promptly deliver all Rents and security deposits to Beneficiary.

5.3 Further Assignments. Upon Beneficiary's demand from time to time, Grantor shall execute and deliver to Beneficiary recordable assignments of Grantor's interest in any and all leases, subleases, contracts, rights, licenses and permits now or hereafter affecting all or any part of the Land. Beneficiary may, at its option, exercise its rights under this Deed of Trust or any such specific assignment and such exercise shall not constitute a waiver of any right under this Deed of Trust or any such specific assignment.

6. DEFAULT AND REMEDIES

6.1 Events of Default. The occurrence of any of the following events or conditions shall constitute an event of default ("Event of Default") under this Deed of Trust: Grantor fails to pay any amount owing under this Deed of Trust when due; Grantor fails to pay any taxes, insurance premiums, assessments or rents required under this Deed of Trust; Grantor fails to observe or perform any other obligation contained in this Deed of Trust; the occurrence of an Event of Default under any other Loan Document; all or any portion of the Improvements or Fixtures are destroyed by fire or other casualty and Grantor fails to satisfy restoration conditions; or all or any material part of the Land or other Collateral is condemned, taken in eminent domain, seized or appropriated by any governmental or quasi-governmental agency or entity.

6.2 Acceleration Upon Default: Additional Remedies. Upon the occurrence of an Event of Default, Beneficiary may, at its option, exercise all of the applicable rights and remedies set forth herein and in the other Loan Documents and, in addition, declare all Secured Obligations to be immediately due and payable without any presentment, demand, protest or further notice of any kind; and whether or not Beneficiary exercises any said right or remedy. Beneficiary may: (a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its Collateral enter upon and take possession of all or part of the Collateral, in its own name or in the name of Trustee. The entering and taking possession of the Collateral, the collection of Rents and their application to the Secured Obligations shall not cure or waive any Event of Default or notice of default or invalidate any act done in response to them. Regardless of whether possession of the Collateral or the collection, receipt and application of any of the Rents is by Trustee, Beneficiary or a receiver, Trustee or Beneficiary shall be entitled to exercise every right provided for in the Loan Agreement and other Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale; (b) commence an action to foreclose this Deed of Trust, appoint a receiver, or specifically enforce any of the covenants contained in this Deed of Trust; (c) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to sell the Collateral, which notice Trustee or Beneficiary shall cause to be recorded in the official records of each County in which the Land is located; (d) exercise all of the rights and remedies available to a secured party under the applicable Uniform Commercial Code in such order and in such manner as Beneficiary, in its sole discretion, may determine, including without limitation, requiring Grantor to assemble the Collateral and make the Collateral available to Beneficiary at a reasonably convenient location. The expenses of retaking, holding, preparing for sale or the like shall include reasonable attorneys' fees and other expenses of Beneficiary and Trustee and shall be secured by this Deed of Trust; and/or (e) exercise all other rights and remedies provided in this Deed of Trust, in any other Loan Document or other

RECEIVED

APR 15 2019

OWRD

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)

RECEIVED

MAY 15 2019

OWRD

Q-18808

document or agreement now or hereafter securing all or any portion of the Secured Obligations, or as provided by law or in equity.

6.3 Appointment of Receiver. Upon the occurrence of an Event of Default under this Deed of Trust, Beneficiary, without notice to Grantor, and without regard to the then value of the Collateral or the interest of Grantor in it, shall have the right to enter the Land in person or to apply to any court having jurisdiction to appoint a receiver or receivers of the Land, Fixtures or Improvements. Grantor irrevocably consents to such appointment and waives notice of any such application. The actions that Beneficiary or such receiver may take in connection with such entry may include, but are not limited to (a) modifying, compromising obligations under, terminating and implementing remedies with respect to any assigned leases or subleases, and (b) entering into, modifying or terminating any contractual arrangements, subject to Beneficiary's right at any time to discontinue any of the same without liability. Beneficiary is further authorized by this provision to request the court to appoint a general receiver and to empower the receiver to (i) sell or lease all or any portion of the Land, Fixtures or Improvements, (ii) collect and apply to the outstanding balances of the Secured Obligations all sales or lease proceeds, or hold the proceeds pending a court order approving the receiver's final report and account, and (iii) hold the collections as cash collateral pending such court order or foreclosure sale. Any such receiver(s) shall also have all the usual powers and duties of receivers in similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, and shall continue to exercise all such powers until the date of confirmation of sale of the Land, Fixtures or Improvements, unless such receivership is sooner terminated. If Beneficiary elects to enter or take possession of the Land, Fixtures or Improvements, it will not assume any liability to Grantor or any other person for operation or maintenance of the Land, Fixtures or Improvements, and Grantor expressly waives any such Beneficiary liability.

6.4 Application of Funds After Default. Except as otherwise provided in this Deed of Trust, upon the occurrence of an Event of Default, Beneficiary may at any time, with notice to Grantor if providing such notice will not adversely delay the exercise of Beneficiary's rights or remedies, apply to any Secured Obligation, in such manner and order as Beneficiary may elect, even if such Secured Obligation may not yet be due, any amounts received and held by Beneficiary to pay insurance premium or taxes or as Rents, or as insurance or condemnation proceeds, and all other amounts received by Beneficiary from or on account of Grantor or the Collateral, or otherwise. The receipt, use or application of any such amounts shall not affect the maturity of any Secured Obligation, any of the rights or powers of Beneficiary or Trustee under the terms of any Loan Document, or any of the obligations of Grantor or any guarantor under any Loan Document; or waive any Event of Default or notice of default under the Loan Documents; or invalidate any act of Trustee or Beneficiary.

6.5 Remedies Not Exclusive. Trustee and Beneficiary shall each be entitled to enforce payment and performance of any Secured Obligation and to exercise all rights and powers under this Deed of Trust or any other Loan Document or other agreement or any law, even if some or all of the Secured Obligations may be otherwise secured, whether by guaranty, deed of trust, mortgage, pledge, lien, assignment or otherwise. Trustee and Beneficiary shall each be entitled to enforce this Deed of Trust and any other security for the Secured Obligations held by Beneficiary or Trustee in such order and manner as they may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy in this Deed of Trust, and other agreement, or at law, but each shall be cumulative and in addition to every other remedy available to Beneficiary. Every power or remedy given by any of the Loan Documents to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. Grantor may be joined in any action brought by Beneficiary to foreclose under or otherwise enforce this Deed of Trust.

6.6 Foreclosure By Power of Sale. Upon receipt of notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Grantor such notice of default and election to sell as is then required by law. After such lapse of time, recordation of notice of default, and giving of notice of sale as are required by law, Trustee shall, without demand on Grantor, sell the Land, Fixtures and Improvements at the time and place of sale fixed by it

RECEIVED

APR 15 2019

OWRD

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)

10

RECEIVED

MAY 15 2019

OWRD

G-18808

in said notice of sale, or as lawfully postponed. Trustee may sell the Land, Fixtures and Improvements either as a whole, or in separate lots or parcels or items and in such order as Beneficiary may direct Trustee to so do, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. A sale of less than the whole of the Land, Fixtures or Improvements or any defective or irregular sale made under this Deed of Trust shall not exhaust the power of sale provided for in this Deed of Trust; and subsequent sales may be made until all the Secured Obligations have been satisfied, or the entire Land, Fixtures or Improvements sold, without defect or irregularity. Trustee shall deliver to such purchaser or purchasers its good and sufficient deed conveying the Land, Fixture or Improvement so sold, but without any covenant or warrant, express or implied.

After deducting all fees, costs and expenses incurred by Beneficiary or Trustee in connection with such sale, including costs of evidence of title up to the maximum allowed by applicable law, Beneficiary shall apply the proceeds of sale to payment of (a) first, all amounts expended under the terms of this Deed of Trust which are not then repaid, with accrued interest at the Default Interest Rate; (b) second, all other Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled.

7. MISCELLANEOUS

7.1 **Amendments.** This instrument cannot be waived, modified, discharged or terminated except in writing signed by the party against whom enforcement of such changes is sought.

7.2 **Waivers.** Grantor waives, to the extent permitted by law, (a) the benefit of all laws (whenever enacted) providing for any appraisal before sale of any portion of the Collateral, (b) all rights of valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the Secured Obligations and marshaling in the event of foreclosure of this Deed of Trust, and (c) all rights and remedies that Grantor may have under the laws of the State of Washington regarding the rights and remedies of sureties. Further, Grantor hereby waives, to the fullest extent permitted by law, the right to plead, use or assert any statute of limitations as a plea, defense or bar to any Secured Obligation, or to any complaint or other pleading or proceeding filed, instituted or maintained for the purpose of enforcing this Deed of Trust or any rights under it.

7.3 **Further Assurances.** Grantor agrees to do or cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, agreements, powers and instruments as Beneficiary or Trustee may reasonably require to: (a) correct any defect, error or omission in this Deed of Trust or the execution or acknowledgment of this Deed of Trust, (b) subject to the lien of this Deed of Trust any of Grantor's properties covered or intended to be covered by this Deed of Trust, (c) perfect, maintain and keep valid and effective such lien, (d) carry into effect the purposes of this Deed of Trust, or (e) better assure and confirm to Beneficiary or Trustee their respective rights, powers and remedies under this Deed of Trust.

7.4 **Notices.** All notices, demands, approvals and other communications shall be made in writing to the appropriate party at the address set forth in the first paragraph of this Deed of Trust. All such notices shall be made in accordance with the Loan Agreement.

7.5 **Headings.** Article and section headings are included in this Deed of Trust for convenience of reference only and shall not be used in construing this Deed of Trust.

7.6 **Severability.** Every provision of this Deed of Trust is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Deed of Trust shall not in any way affect or impair the remaining provisions of this Deed of Trust, which provisions shall remain binding and enforceable.

7.7 **Subrogation.** To the extent that proceeds of the Secured Obligations are used, either directly or indirectly, to pay any outstanding lien, charge or prior encumbrance against the Collateral, Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, regardless of whether such liens, charges or encumbrances are released.

RECEIVED

APR 15 2019

OWRD

G-18808

RECEIVED

MAY 15 2019

OWRD

7.8 **Governing Law.** This Deed of Trust shall be governed by, and construed in accordance with, the substantive laws of the State of Washington, except where the location of the Land may require the application of the laws of another state or where federal laws, including the Farm Credit Act of 1971, as amended, may be applicable.

7.9 **Interpretation.** In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and the neuter and vice versa, if the context so requires; and the word "person" shall include corporation, partnership or other form of association. Any reference in this Deed of Trust to any document, instrument or agreement creating or evidencing an obligation secured hereby shall include such document, instrument or agreement both as originally executed and as it may from time to time be modified. The term "Trustors" shall be synonymous with the term "Grantors" as used in any of the laws of the state in which the Collateral is situated.

7.10 **Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of and binds all parties to this Deed of Trust, their heirs, legatees, devisees, administrators, executors, successors and assigns.

7.11 **Security Agreement.** This Deed of Trust constitutes a security agreement for all purposes under the Uniform Commercial Code in effect in the State(s) where the Grantor resides. Grantor hereby authorizes Beneficiary to file, at any time, one or more financing statements and any amendments and continuations thereof, describing any personal property or fixtures described herein, without further signature of Grantor. In addition to all other rights and remedies provided for in this Deed of Trust, Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code.

7.12 **Counterparts.** This Deed of Trust may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

7.13 **Fixture Filing and Financing Statement.** This Deed of Trust is intended to serve as a Fixture filing covering Fixtures, and if applicable, as a financing statement covering timber as-extracted collateral and timber to be cut pursuant to the terms of the applicable Uniform Commercial Code. This Deed of Trust is to be recorded in the real estate records of each County in which the Land is located. In that regard, Grantor is Debtor and Beneficiary is Secured Party.

7.14 **Trust Irrevocable.** The trust created by this Deed of Trust is irrevocable by Grantor. All Secured Obligations shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction. Grantor waives all rights conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Secured Obligation.

7.15 **Acceptance By Trustee.** Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

7.16 **Reconveyance By Trustee.** Trustee shall reconvey the Land, Fixtures or Improvements, without warrant, to the person or persons legally entitled to it upon (a) written request of Beneficiary stating that all Secured Obligations have been paid and fully performed, which shall be in substantially the form of Exhibit B attached hereto and incorporated herein, (b) surrender by Beneficiary of this Deed of Trust, and (c) payment by Grantor of Trustee's fees and the costs and expenses of executing and recording any requested reconveyance. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto."

7.17 **Trustee's Powers.** Upon written request of Beneficiary, Trustee may (a) reconvey all or any part of the Land, Fixtures or Improvements, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement, agreement subordinating the lien or charge hereof, or

Deed of Trust

(Pearlstad Vineyard, LLC/Note No. 6230664)

12

RECEIVED

APR 15 2019

OWRD

G-18808

RECEIVED

MAY 15 2019

OWRD

**EXHIBIT A
PROPERTY DESCRIPTION**

A tract of land in Sections 15 and 22, Township 6 South, Range 4 West of the Willamette Meridian, Polk County, Oregon, being that tract of land described in deed from Donald Scott Powell, Trustee of the Powell Family Trust dated April 22, 2004, Mark W. Olson, Trustee of the Mark W. Olson Family Trust dated August 17, 2004, and Philip R. Olson and Gretchen H. Olson, Co-Trustees of the Olson Living Trust dated March 28, 2007 to Donald Scott Powell, Trustee of the Powell Family Trust dated December 27, 2007, Mark W. Olson, Trustee of the Mark W. Olson Family Trust dated August 17, 2004, and Philip R. Olson and Gretchen H. Olson, Co-Trustees of the Olson Living Trust dated March 28, 2007 and recorded in Instrument No. 2014-006810 (labeled Resulting Legal Description for TL 200), Polk County Deed Records, and being more particularly described as follows:

All that portion of said Powell and Olson tracts lying **northerly** of Bethel Road and **easterly** of the following described line: Beginning in the center of Bethel Road at a point that bears North 28°36'17" West 2318.28 feet from the southeast corner of the Amos Harvey DLC #44 (Basis of Bearing is South 89°56'49" East 5287.56 feet from the southwest corner of the Amos Harvey DLC #44 to the southeast corner of said Harvey DLC, and North 03°15'22" East 4234.25 feet from southeast corner of said Harvey DLC to the north quarter corner of Section 22); thence North 25°43'14" East 346.05 feet; thence North 14°59'25" West 378.12 feet; thence North 15°54'45" East 457.42 feet; thence North 25°25'09" East 1517.63 feet; thence North 778.07 feet more or less to the north line of said Powell and Olson tract, as shown by Exhibit "B" in said Instrument No. 2014-006810.

TOGETHER WITH THE FOLLOWING DESCRIBED TRACT OF LAND:

Beginning in the center of Bethel Road at a point that bears North 30°30'54" West 2491.51 feet from the southeast corner of the Amos Harvey DLC #44 (Basis of Bearing is South 89°56'49" East 5287.56 feet from the southwest corner of the Amos Harvey DLC #44 to the southeast corner of said Harvey DLC, and North 03°15'22" East 4234.25 feet from the southeast corner of said Harvey DLC to the north quarter corner of Section 22); thence North 19°34'47" East 30.01 feet to an iron rod; thence North 19°34'47" East 143.63 feet to an iron rod; thence South 65°09'45" East 126.51 feet to an iron rod; thence continuing South 65°09'45" East 5.88 feet to the center of a creek; thence northerly along the center of said creek the following courses, North 37°27'27" East 7.90 feet, North 07°21'35" East 31.19 feet; North 06°07'47" West 102.57 feet, North 20°28'12" East 253.74 feet, North 09°55'24" West 67.62 feet to the westerly line of that tract of land described in Instrument No. 2014-006810 (labeled Resulting Legal Description for TL 200); thence South 14°59'25" East 378.12 feet along said westerly line; thence South 25°43'14" West 346.05 feet along said westerly line to the center of Bethel Road; thence northwesterly along the center of Bethel Road to the point of beginning as shown by CS-_____.

<u>Levy Code:</u>	<u>Account No.</u>	<u>Map No.</u>
4501	576411	06422-00-00201
4501	576413	06415-00-00501
4501	576412	06422-00-00301

RECEIVED

MAY 15 2019

OWRD

RECEIVED

APR 15 2019

OWRD

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)

A-18808

other agreement or instrument relating hereto or to all or any part of the Collateral. Trustee may take such action at any time, and from time to time, without liability and without notice, and without affecting the personal liability of any person for payment of the indebtedness or the performance of any other Secured Obligation or the effect of this Deed of Trust upon the remainder of the Collateral. Any Trustee lawfully appointed by Beneficiary as a substitute or successor Trustee shall succeed to all the powers and duties of Trustee named herein.

7.18 Construction. This Deed of Trust secures an obligation incurred in whole or in part for the construction of an improvement and acquisition of the Collateral.

7.19 WAIVER OF JURY TRIAL. GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LOAN DOCUMENT OR ANY OTHER LOAN DOCUMENTS AND ANY FUTURE MODIFICATIONS, AMENDMENTS, EXTENSIONS, RESTATEMENTS AND SERVICING ACTIONS RELATING TO THIS LOAN DOCUMENT AND ANY OTHER LOAN DOCUMENTS. THE PARTIES INTEND THAT THIS JURY WAIVER WILL BE ENFORCED TO THE MAXIMUM EXTENT ALLOWED BY LAW.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Grantor has duly executed this Deed of Trust as of the date first above written.

Pearlstad Vineyard, LLC, a Limited Liability Company

By: _____
Kenneth N. Pearlman, Manager

STATE OF _____)
)ss.
County of _____)

On this _____ day of _____, _____, before me personally appeared Kenneth N. Pearlman, known to me to be the Manager of the Limited Liability Company which executed the within instrument, and acknowledged that he/she executed the same as one of the members of Pearlstad Vineyard, LLC and in the limited liability company name freely and voluntarily.

Printed name _____
Notary Public for the State of _____
Residing at _____
My commission expires _____

RECEIVED
APR 15 2019
OWRD

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)
13

RECEIVED
MAY 15 2019
OWRD

A-18808

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: Well Development
- SECTION 4: Sensitive, Threatened or Endangered Fish Species Public Interest Information
- SECTION 5: Water Use
- SECTION 6: Water Management
- SECTION 7: Project Schedule
- SECTION 8: Resource Protection
- SECTION 9: Within a District
- SECTION 10: Remarks

RECEIVED

APR 15 2019

OWRD

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: \$ _____
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)

Note: In addition to a groundwater application, a standard reservoir application is required to store groundwater in a reservoir. If an applicant proposes to divert water from a reservoir, a surface water application is also required.

RECEIVED

MAY 15 2019

OWRD

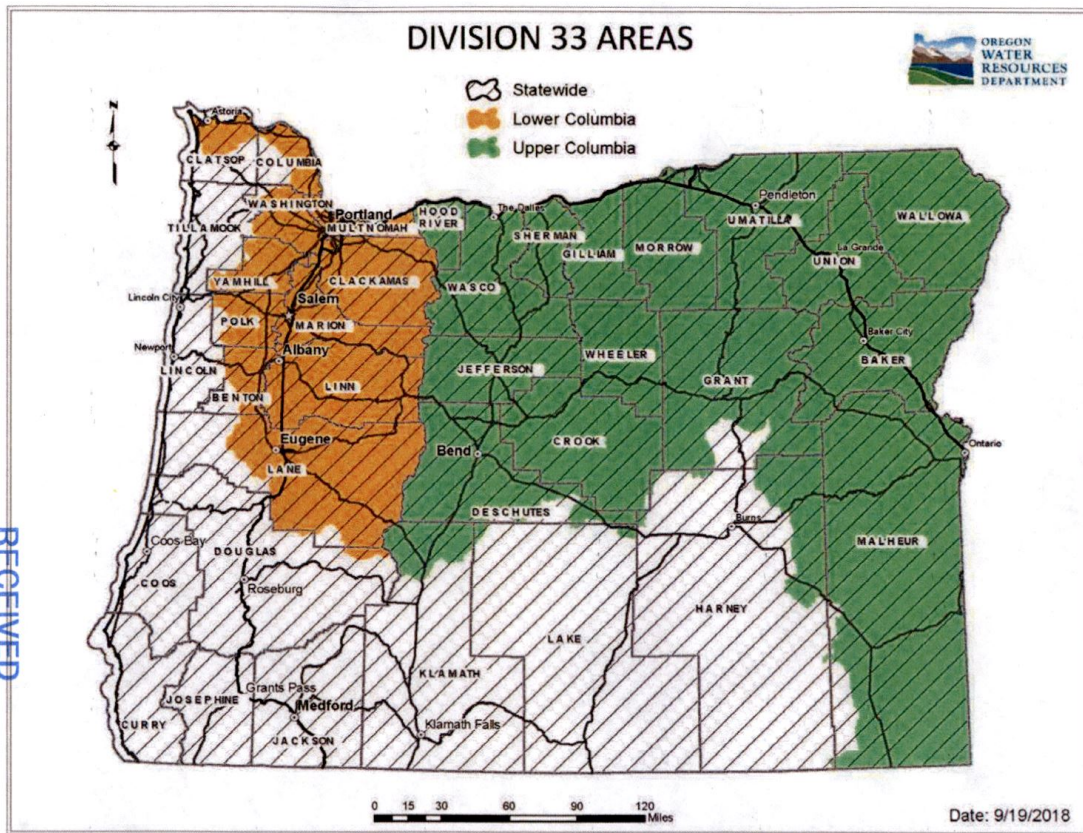
RECEIVED

APR 02 2019

OWRD

G-18808

Figure 1: Map of Division 33 Areas



RECEIVED
APR 15 2019
OWRD

RECEIVED
MAY 15 2019
OWRD

67-18808

For more detailed information, click on the following link and enter the TRSQ or the Lat/Long of a POA 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_trsq_features/

Land Use Information Form



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
503-986-0900
www.oregon.gov/OWRD

NOTE TO APPLICANTS

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

This form is NOT required if:

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

NOTE TO LOCAL GOVERNMENTS

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

RECEIVED

MAY 15 2019

OWRD

RECEIVED

APR 15 2019

OWRD

G-18808

Land Use Information Form



Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301-1266
 503-986-0900
 www.oregon.gov/OWRD

Applicant

NAME <i>Sam Stetser</i>		PHONE (HM)	
PHONE (WK)	CELL <i>503 4373548</i>	FAX	
ADDRESS <i>309 NE 3rd St</i>			
CITY <i>McMinnville</i>	STATE <i>OR</i>	ZIP <i>97128</i>	E-MAIL* <i>sstetser@atlasvm.com</i>

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:
<i>6</i>	<i>4</i>	<i>22</i>	<i>NW NE</i>	<i>201</i>		<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input checked="" type="checkbox"/> Used	<i>Ag (grapes)</i>
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	
						<input type="checkbox"/> Diverted	<input type="checkbox"/> Conveyed	<input type="checkbox"/> Used	

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

Polk 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: *.4* cubic feet per second gallons per minute acre-feet

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

Briefly describe:

Well water pumped into holding tanks then used as needed through drip system in summer

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.

RECEIVED

MAY 15 2019

OWRD

RECEIVED

APR 15 2019

OWRD

G-18808

RECEIVED

MAY 15 2019

Attachment 2: Land Use Information Form

OWRD For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): PCZO 136.030(A) - Farm use, irrigation
- Land uses to be served by the proposed water uses (including proposed construction) involve discretionary land use approvals as listed in the table below. (Please attach documentation of applicable land use approvals which have already been obtained. Record of Action/land use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being pursued."**

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

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

- See Attachment A.

NAME	<u>Justin Peterson</u>	TITLE:	<u>Associate Planner</u>
SIGNATURE	<u>Justin Peterson</u>	PHONE:	<u>503 623 9237</u>
GOVERNMENT ENTITY	<u>Polk County</u>	DATE:	<u>4-15-19</u>

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.

RECEIVED

APR 15 2019

OWRD

4-15-19
80881-6

Attachment A:

A portion of the subject property contains inventoried wetlands. Any activities listed as a conflicting use pursuant to PCZO 182.070(C), such as vegetation removal within the setback area of a significant wetland, may require a management plan coordinated with DSL to demonstrate compliance with PCZO 182.040(E).

RECEIVED

MAY 15 2019

OWRD

RECEIVED

APR 15 2019

OWRD

A-18808

This page left intentionally blank.

RECEIVED

MAY 15 2019

OWRD

RECEIVED

APR 15 2019

OWRD

G-18808

EXHIBIT B

EXAMPLE
REQUEST FOR FULL RECONVEYANCE

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES
OF FURTHER AND/OR ADDITIONAL ADVANCES
MUST BE PRESENTED WITH THIS REQUEST

TO THE TRUSTEE: [Insert Name]

The undersigned hereby certifies that it is the legal owner and holder of the Note[s] and all other indebtedness secured by the Deed of Trust dated [date] between [Grantor name], Grantor, [Trustee name], Trustee, and [Beneficiary Name], Beneficiary, recorded [date], as Instrument No. [instrument no.], to secure an indebtedness in the amount of \$[amount], records of [County], [State]. Said indebtedness has been fully paid and satisfied, and you are hereby requested and directed to cancel said Note[s] above-mentioned and all other evidences of indebtedness secured by said Deed of Trust, and to reconvey without warranty all the estate now held by you thereunder.

Dated: [insert date]

[BENEFICIARY NAME]

[BENEFICIARY SIGNATURE BLOCK]

[ACKNOWLEDGEMENT]

RECEIVED

MAY 15 2019

OWRD

RECEIVED

APR 15 2019

OWRD

Deed of Trust
(Pearlstad Vineyard, LLC/Note No. 6230664)

RECEIVED

RECEIVED

APR 15 2019

MAY 15 2019

STATE OF OREGON WATER SUPPLY WELL REPORT

RECEIVED

OWRD

(WELL I.D.) # 128065 (START CARD) # 214835

Instructions for completing this report are on the last page of this form.

(1) OWNER:

Name Atlas Vineyard Inc. Address 841 Latour Court, Suite A City Napa State CA Zip 94558

(2) TYPE OF WORK

New Well Deepening Alteration (repair/recondition) Abandonment

(3) DRILL METHOD:

Rotary Air Rotary Mud Cable Auger Other

(4) PROPOSED USE:

Domestic Community Industrial Irrigation Thermal Injection Livestock Other

(5) BORE HOLE CONSTRUCTION:

Special Construction approval Yes No Depth of Completed Well 300 ft. Explosives used Yes No Type Amount

Table with columns: Diameter, From, To, Material, From, To, Sacks or pounds. Includes data for 10" and 6" diameters.

How was seal placed: Method A B C D E Other Filled and hydrated to the top with dry Bentonite.

Backfill placed from ft. to ft. Material Gravel placed from ft. to ft. Size of gravel

(6) CASING/LINER:

Table with columns: Diameter, From, To, Gauge, Steel, Plastic, Welded, Threaded. Includes data for 6" casing and 4" liner.

Final location of shoe(s)

(7) PERFORATIONS/SCREENS:

Table with columns: From, To, Slot size, Number, Diameter, Tele/pipe size, Casing, Liner. Includes data for perforations at 300' depth.

(8) WELL TESTS: Minimum testing time is 1 hour

Table with columns: Yield gal/min, Drawdown, Drill stem at, Time. Includes data for 15.5 Gpm and 8.0 Gpm tests.

Temperature of water 54 Depth Artesian Flow Found Was a water analysis done? Did any strata contain water not suitable for intended use?

(9) LOCATION OF WELL by legal description:

County Polk Latitude Longitude Township 6 S Range 4 W WM. Section 22 NW 1/4 NE 1/4 Tax Lot 201 Lot Block Subdivision Street Address of Well (or nearest address) 6675 Bethel Rd. Rickreall, OR

(10) STATIC WATER LEVEL:

131 ft. below land surface Date 3/13/18 Artesian pressure lb. per square inch. Date

(11) WATER BEARING ZONES:

Depth at which water was first found 122'

Table with columns: From, To, Estimated Flow Rate, SWL. Includes data for 122' to 276' depth with 15.5 Gpm flow rate.

(12) WELL LOG:

Table with columns: Material, From, To, SWL. Lists soil types from 0' to 300' depth.

Date started 3/7/18 Completed 3/15/18

(unbonded) Water Well Constructor Certification:

I certify that the work I performed on the construction, alteration, or abandonment of this well is in compliance with Oregon water supply well construction standards.

Signed Nathan Stevens - Assistant WWC Number Date 3/15/18

(bonded) Water Well Constructor Certification:

I accept responsibility for the construction, alteration, or abandonment work performed on this well during the construction dates reported above.

Signed Robinson Well Drilling WWC Number 1585 Date 3/15/18

Handwritten number 67-18858

RECEIVED

APR 15 2019



OWRD

4520 Salem/Dallas Hwy
Salem, OR 97304
(503) 371-1844

www.RobinsonWellDrilling.Net
info@RobinsonWellDrilling.net

Well System Report

Date 3/13/18 - 3/14/18

Source Location Approximately 6675 Bethel Rd.

For Atlas Vineyard Bethel Rd. L 128065

Source Type Domestic

Source Description

L 128065 6" drilled well

Equipment Description

1 1/2 submersible pump

MAY 15 2019

OWRD

Data Collected

Time	Flow Rate	Gallons Pumped	Pressure	SWL
0 min	12 Gpm	360 Gallons	50 PSI	131'
5 min	12 Gpm	360 Gallons	50 PSI	
10 min	12 Gpm	360 Gallons	50 PSI	
15 min	12 Gpm	360 Gallons	50 PSI	
20 min	14 Gpm	420 Gallons	40 PSI	
25 min	14 Gpm	420 Gallons	40 PSI	
30 min	14 Gpm	420 Gallons	40 PSI	
35 min	14 Gpm	420 Gallons	40 PSI	
40 min	14 Gpm	420 Gallons	40 PSI	
45 min	14 Gpm	420 Gallons	40 PSI	
50 min	15.5 Gpm	465 Gallons	30 PSI	
55 min	15.5 Gpm	465 Gallons	30 PSI	
60 min	15.5 Gpm	465 Gallons	30 PSI	
65 min	15.5 Gpm	465 Gallons	30 PSI	
70 min	15.5 Gpm	465 Gallons	30 PSI	
75 min	15.5 Gpm	465 Gallons	30 PSI	
80 min	15.5 Gpm	465 Gallons	30 PSI	
120 min	15.5 Gpm	465 Gallons	30 PSI	
180 min	15.5 Gpm	465 Gallons	30 PSI	
240 min	15.3 Gpm	459 Gallons	n/m PSI	
300 min	15 Gpm	450 Gallons	n/m PSI	
360 min	15 Gpm	450 Gallons	n/m PSI	
420 min	15 Gpm	450 Gallons	n/m PSI	
480 min	10 Gpm	300 Gallons	n/m PSI	

67-18808

540 min	9.4 Gpm	282 Gallons	n/m	PSI
600 min	10 Gpm	300 Gallons	n/m	PSI
660 min	8 Gpm	240 Gallons	n/m	PSI
720 min	8.5 Gpm	255 Gallons	n/m	PSI
780 min	8 Gpm	240 Gallons	n/m	PSI
840 min	8 Gpm	240 Gallons	n/m	PSI
900 min	8 Gpm	240 Gallons	n/m	PSI
960 min	8 Gpm	240 Gallons	n/m	PSI
1020 min	6 Gpm	180 Gallons	n/m	PSI
1080 min	5 Gpm	150 Gallons	n/m	PSI
1140 min	7.2 Gpm	216 Gallons	n/m	PSI
1200 min	7.2 Gpm	216 Gallons	n/m	PSI
1260 min	8 Gpm	240 Gallons	n/m	PSI
1320 min	8 Gpm	240 Gallons	n/m	PSI
1325 min	8 Gpm	240 Gallons	n/m	PSI
1330 min	8 Gpm	240 Gallons	n/m	PSI
1335 min	8 Gpm	240 Gallons	n/m	PSI
1340 min	8 Gpm	240 Gallons	n/m	PSI
1345 min	8 Gpm	240 Gallons	n/m	PSI
1350 min	8 Gpm	240 Gallons	n/m	PSI
1355 min	8 Gpm	240 Gallons	n/m	PSI
1360 min	8 Gpm	240 Gallons	n/m	PSI
1365 min	8 Gpm	240 Gallons	n/m	PSI
1370 min	8.4 Gpm	252 Gallons	n/m	PSI
1375 min	8 Gpm	240 Gallons	n/m	PSI
1380 min	8 Gpm	240 Gallons	n/m	PSI
1385 min	8 Gpm	240 Gallons	n/m	PSI
1390 min	8 Gpm	240 Gallons	n/m	PSI
1395 min	8 Gpm	240 Gallons	n/m	PSI
1400 min	8 Gpm	240 Gallons	n/m	PSI
1405 min	8 Gpm	240 Gallons	n/m	PSI
1410 min	8 Gpm	240 Gallons	n/m	PSI
1415 min	8 Gpm	240 Gallons	n/m	PSI
1420 min	8 Gpm	240 Gallons	n/m	PSI
1425 min	8 Gpm	240 Gallons	n/m	PSI
1430 min	8 Gpm	240 Gallons	n/m	PSI
1435 min	8 Gpm	240 Gallons	n/m	PSI
1440 min	8 Gpm	240 Gallons	n/m	PSI
Total Gallons Pumped		12555 Gallons		

Comments: Due to the particulate (sand) moving in the well, flow meters did not work.
 Due to pump configuration static water level meter got stuck and was not monitored SWL and PSWL.
 Water flow was constant for the entire 24 hour duration of the flowtest.

Well Depth 300' Pump was set at 267'
 Collected BY Robinson Well Drilling Inc. Ron Nathan Well technician
 Certified to be true to the best of my knowledge

RECEIVED

APR 15 2019

OWRD

RECEIVED

MAY 15 2019

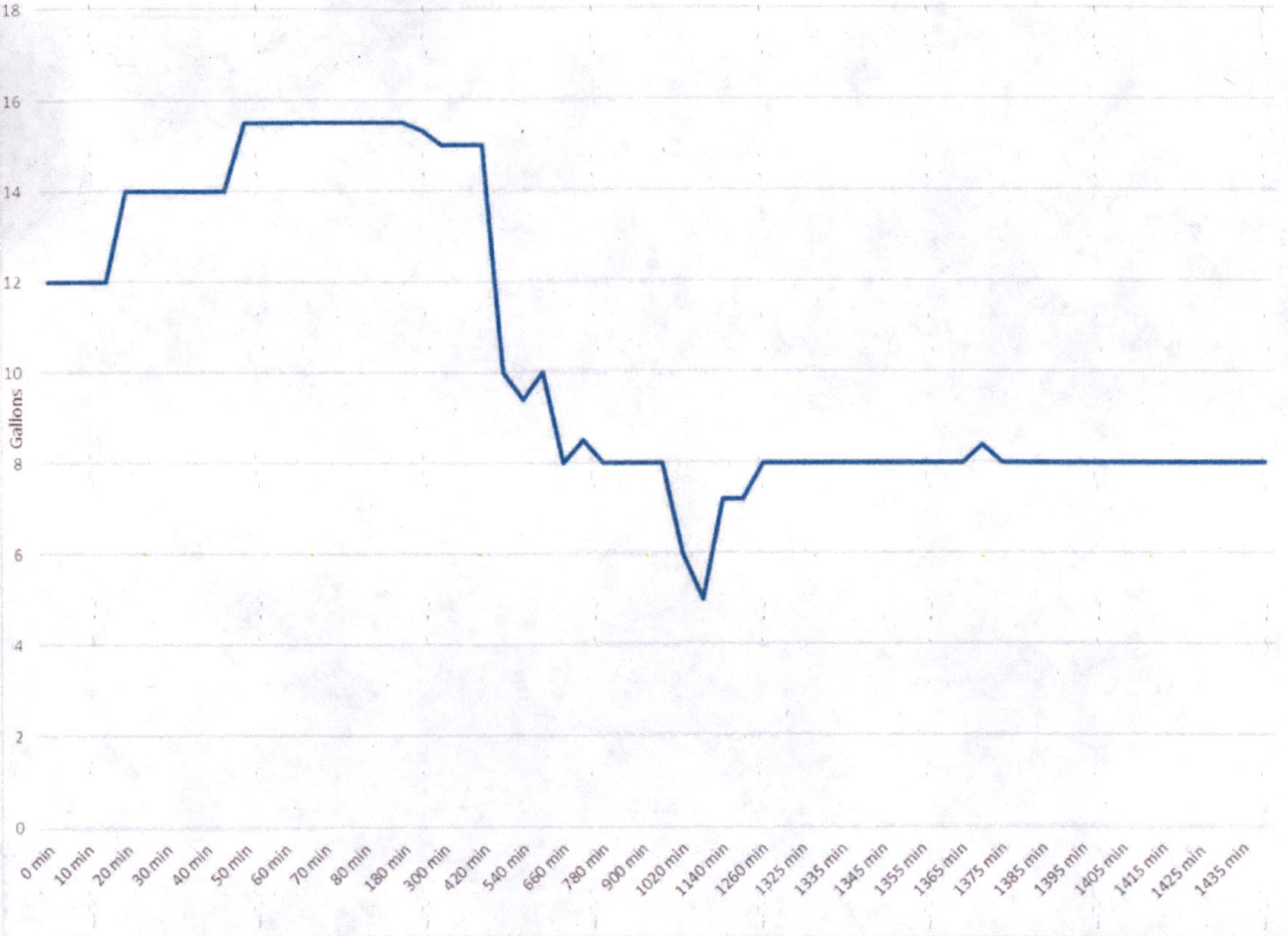
OWRD



Ron Spengler / Licensed Well Driller #1585

G-18808

Flow Rate



RECEIVED

RECEIVED

MAY 15 2019

MAY 15 2019

OWRD

OWRD

6-18808

ROBINSON WELL DRILLING

4520 Salem/Dallas Hwy
Salem, OR 97304
(503) 371-1844

www.RobinsonWellDrilling.Net
info@RobinsonWellDrilling.net

Name Lauren Eisold	Type	Service Contract
DBA Atlas Vineyards. In Care of Lauren Eisold	Date	1/18/2018
Address 309 NE 3rd St Suite 2 McMinnville OR	Phone	(571) 419-3322
Well Site Address 6675 Bethel Rd. Rickreal, OR	County	Polk
Township 6S	Range 4W	Section 22 Tax Lot # 110
Description of Work -- consult attached estimate 211018		

Terms & Conditions

Sewer Locations: Oregon State Law requires well shall be 50' or more from septic tank or 100' from any open leach or drain field. The owner realizing that Robinson Well Drilling (hereinafter called contractor) would have to dig up the owners property to personally ascertain location of sewer installations, agrees to assume full responsibility for legal location of well.

Drill Cuttings, Water and Debris: The owner hereby permits the contractor to dump all drill cuttings, water and debris taken out of the hole during progress of the work around and about the drill site, at such place and such manner as the contractor may choose and the contractor shall be obliged to remove the same.

Tests: The contractor will test well for GPM with air free of charge while completing well. For any additional testing, there will be additional charges.

Well Site Location Access and Preparation: The owner is responsible for correct location property lines and agrees to hold contractor harmless from any liability from owners failure to do so. The owner represents that he / she has all necessary rights of way or easements to the result of the contractor crossing the same while traveling to or from the well site.

Finding Water: The contractor does not agree to find or develop water, nor does he represent, warrant or guarantee the quantity, quality or kind of water, if any, which may be encountered. Failure of the contractor to strike water shall in no way release the owner from payment of full contract price.

Hidden Conditions: The owner understands that drilling may uncover geological and hydrological conditions which may require the use of special materials or methods to complete the well. Unless specified above, this offer does not provide for gravel packing, perforating casing, lining, plugging or abandonment of the well, enlarging the drill hole or other procedures used to prevent intermingling of unlike aquifers. In the event a hidden condition is discovered, the contractor shall be titled to additional compensation. Owner(s) agrees, if unforeseen weather conditions require, a road or a path may be necessary to move drill rig off of well site at completion and any expenses incurred in developing that road is the responsibility of owner. In the event that more than 100' of casing is required in well, owner agrees that price of casing increases by \$4 per ft of casing

Contractor Variables: In the event that the drill rig is sitting idle waiting for decision(s) from the customer there is an assessed downtime value cost per hour of downtime approximately \$110 an hour. Contract owner agrees to the following conditions that if downtime is accrued that contract and customer is aware that there might be a fee for idle time of the drillrig of an 8 hour period. Contracting time is accrued from 8:00 A.M. to 5:00 P.M. is considered downtime.

Payment: The owner agrees that there may be slight differences from estimate and final invoice and agrees to pay total price upon completion of work. If payment is not made within 7 days of completion, the owner agrees to pay late charge of \$500 and 18% per annum on the unpaid balance. If services are not paid in full as agreed, a mechanics lien may be filed

Attorney's Fees: In the event that this agreement / offer is placed in the hands of an attorney for collection, the owner agrees to pay the contractor's reasonable attorney fees through trials and appeals, cost and/or any other fees incurred by the contractor in the collection of this contract.

Undersigned represents that he/she is the construction agent of owner _____

Owner represents to contractor that he / she is the owner of well site _____

I the owner hereby agree to the terms of this contract

Owner / Authorized Representative Signature

Date

Contractor Signature OWRD # 1585 Bond # 97-07-2515-0

Date

RECEIVED

MAY 15 2019

OWRD

RECEIVED

APR 15 2019

OWRD

G-18808

FOR WATER RESOURCES DEPARTMENT USE ONLY

Date Postmarked _____
 Date Hand-Delivered _____
 Date Region Office Rec'd _____

W **214835**
 OWRD Receipt _____
 Date Fee Received _____
 Check No. _____

START CARD
NOTICE OF BEGINNING OF WELL CONSTRUCTION
 (as required by ORS 537.762)

This form must be completed and the original mailed or delivered to the region office within which the well is being constructed, converted, altered, deepened, or abandoned using one of the following methods: (a) by regular mail no later than three (3) calendar days (72 hours) prior to commencement of work; (b) by hand delivery, during regular office hours before work is commenced; or (c) by FAX before work is commenced. If method (c) is used, a legible copy of the start card shall also be mailed or delivered to the region office no later than the day work is commenced. The fee required under ORS 537.762(5) for the construction of a new well, deepening of an existing well, conversion of a monitoring well, geotechnical hole, or other hole shall be submitted to the Water Resources Department, 725 Summer Street NE Suite A, Salem, OR 97301-1266 with a duplicate copy of the start card. The Water Resources Commission has authority to impose civil penalties for failure to submit the required \$225 fee with the start card, for failure to submit the \$225 fee in a timely manner, and for failure to timely submit start cards.

Owner's name: Atlas Vineyards in care of Lauren Eisold
 Home Phone: (571) 419-3322 Mailing Address: 309 WE 3rd St Suite 2
 Work Phone: () City, State Zip: McMinnville, OR 97128

Type of work: Fee **New Construction** No Fee **Alteration (Repair/Recondition)**
 Required: **Conversion** Required: **Abandonment** Orig. Start Card No. _____
 Deepening Orig. Start Card No. _____

Proposed Commencement Date: 3-7-2018

Existing or Proposed Well Depth: 250 Diameter: 6" Original Well I.D. Label Number: _____

Use: Monitoring **Domestic** Irrigation Community (Public System) Industrial/Commercial
 Livestock Dewatering Thermal Injection Other _____

Proposed Well Location:
 County Polk Township 6 Range 4 Section 22 Tax Lot 110
North or South East or West
 1/4 WE 1/4 WW Or Latitude _____ Longitude _____

Street Address of well, if not assigned, nearest address:
16675 Bethel Rd Rickrealt, OR

We have read the back of this form and the information provided is accurate to the best of our knowledge.

RON ROBINSON WELL DRILLING <small>Owner/Agent Name</small> 4520 SALEM/JALLASHWY NW SALEM OR 97304 <small>Date Signed</small>	RON ROBINSON WELL DRILLING <small>Bonded Water Supply/Monitor Well Constructor Name</small> 4520 SALEM/JALLASHWY NW SALEM OR 97304 <small>Company</small>	License No. <u>1585</u> Date Signed <u>3-7-2018</u>
---	--	--

OWNER PLEASE NOTE: This is not a water right application. The owner is responsible for obtaining a water right through the Water Resources Department, if required. The Oregon Health Division requires plans to be submitted and approved prior to construction if the well is to be used as a public system.

ADDITIONAL IMPORTANT INFORMATION ON BACK.

RECEIVED

APR 15 2019

OWRD

RECEIVED

MAY 15 2019

OWRD

G-18808
 THIS COPY FOR YOUR RECORDS.

STATE OF OREGON
WATER RESOURCES DEPARTMENT

RECEIPT # **126022** 725 Summer St. N.E. Ste. A INVOICE # _____
 SALEM, OR 97301-4172
 (503) 986-0900 / (503) 986-0904 (fax)

RECEIVED FROM: Robinson Well Drilling APPLICATION _____
 BY: INC PERMIT _____
 TRANSFER _____

CASH: CHECK:# 5020 OTHER: (IDENTIFY) TOTAL REC'D \$ 225.00

1083 TREASURY 4170 WRD MISC CASH ACCT	
0407 COPIES	\$ _____
OTHER: (IDENTIFY) _____	\$ _____
0243 I/S Lease _____	0244 Muni Water Mgmt. Plan _____
0245 Cons. Water _____	

4270 WRD OPERATING ACCT	
MISCELLANEOUS	
0407 COPY & TAPE FEES	\$ _____
0410 RESEARCH FEES	\$ _____
0408 MISC REVENUE: (IDENTIFY) _____	\$ _____
TC162 DEPOSIT LIAB. (IDENTIFY) _____	\$ _____
0240 EXTENSION OF TIME	\$ _____
WATER RIGHTS:	
0201 SURFACE WATER	EXAM FEE \$ _____ 0202 RECORD FEE \$ _____
0203 GROUND WATER	EXAM FEE \$ _____ 0204 RECORD FEE \$ _____
0205 TRANSFER	
WELL CONSTRUCTION	
0218 WELL DRILL CONSTRUCTOR	EXAM FEE \$ _____ 0219 LICENSE FEE \$ _____
LANDOWNER'S PERMIT	EXAM FEE \$ _____ 0220 LICENSE FEE \$ _____
OTHER (IDENTIFY) _____	

RECEIVED
OVER THE COUNTER

0536 TREASURY 0437 WELL CONST. START FEE	
0211 WELL CONST START FEE <u>55143</u>	\$ <u>225.00</u> CARD # <u>W214835</u>
0210 MONITORING WELLS	\$ _____ CARD # _____
OTHER (IDENTIFY) _____	

0607 TREASURY 0467 HYDRO ACTIVITY LIC NUMBER	
0233 POWER LICENSE FEE (FW/WRD)	\$ _____
0231 HYDRO LICENSE FEE (FW/WRD)	\$ _____
HYDRO APPLICATION	\$ _____

TREASURY	OTHER / RDX
FUND _____	TITLE _____
OBJ. CODE _____	VENDOR # _____
DESCRIPTION _____	\$ _____

RECEIPT: **126022** DATED: 3-7-18 BY: [Signature]
 Distribution - White Copy - Customer, Yellow Copy - Fiscal, Blue Copy - File, Buff Copy - Fiscal

RECEIVED

APR 15 2019

OWRD

RECEIVED

MAY 15 2019

OWRD

G-18808

17-345836

FILED
Secretary of State
State of California
MAY 26 2017



Secretary of State
Statement of Information
(Limited Liability Company)

29

LLC-12

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

FRJ

21/20/PC

This Space For Office Use Only

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)
Pearlstad Vineyard, LLC

2. 12-Digit Secretary of State File Number
201530210183

3. State, Foreign Country or Place of Organization (only if formed outside of California)
California

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box 209 Granelli Avenue	City (no abbreviations) Half Moon Bay	State CA	Zip Code 94109
b. Mailing Address of LLC, if different than item 4a	City (no abbreviations)	State	Zip Code
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box 209 Granelli Avenue	City (no abbreviations) Half Moon Bay	State CA	Zip Code 94109

5. Manager(s) or Member(s)
If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b Kenneth	Middle Name	Last Name Pearlman	Suffix
b. Entity Name - Do not complete Item 5a			
c. Address 209 Granelli Avenue	City (no abbreviations) Half Moon Bay	State CA	Zip Code 94109

6. Service of Process (Must provide either Individual OR Corporation.)
INDIVIDUAL — Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation) Kenneth	Middle Name	Last Name Pearlman	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box 209 Granelli Avenue	City (no abbreviations) Half Moon Bay	State CA	Zip Code 94109

CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b

7. Type of Business
a. Describe the type of business or services of the Limited Liability Company
Ownership and operation of real property

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address		City (no abbreviations)	State Zip Code

9. The information contained herein, including any attachments, is true and correct.

5-22-17 Kenneth Pearlman Manager

Date Type or Print Name of Person Completing the Form Title Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []
Company:
Address:
City/State/Zip: []

RECEIVED
MAY 15 2019
OWRD

G-18808