

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

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SECTION 1: APPLICANT INFORMATION AND SIGNATURE

Applicant

NAME		PHONE (HM)	
PHONE (WK)	CELL	FAX	
ADDRESS			
CITY	STATE	ZIP	E-MAIL*

Organization

NAME ZORN FARMS, INC.		PHONE	FAX
ADDRESS 22133 FRENCH PRAIRIE ROAD, NE			CELL
CITY ST. PAUL	STATE OREGON	ZIP 97137	E-MAIL*

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

AGENT / BUSINESS NAME JEANNE BOATWRIGHT BOATWRIGHT ENGINEERING, INC.		PHONE 503.363.9225	FAX
ADDRESS 2613 12TH STREET SE			CELL
CITY SALEM	STATE OREGON	ZIP 97302	E-MAIL* JEANNE@BOATWRIGHTENGR.COM


Note: Attach multiple copies as needed

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

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.


Applicant Signature

Joseph E. Sheaf
Print Name and Title if applicable

7-29-2019
Date

Applicant Signature

Print Name and Title if applicable

Date

SECTION 2: PROPERTY OWNERSHIP

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

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- 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).*

The well and portions of the transmission pipeline are on Tax Lot 4 2W 9 1100, which property is owned by:

Bruce W. Ernst Living Trust, Bruce W. Ernst, Trustee
4406 NE Birdhaven Loop
Newberg, Oregon 97128
503.633.8366
bruce@ernstnursery.com

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
Well 2 MARI 51725	Intermittent Unnamed Tributary of Willamette River - NW of Well	1465'	-10' (178'-168')
	Mission Creek - SE of Well	2850'	-63' (178'-115')

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).*

SECTION 3: WELL DEVELOPMENT, continued

Total maximum rate requested: 595 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)
2	<input type="checkbox"/>	<input type="checkbox"/>	MARI 51725 L-2416	<input type="checkbox"/>	16"	+2' to 298'	299-339	0-40	90' 3-13-2014	Sand & Gravel	347'	800	264.5 per allowed 30" duty
	<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-18849

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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.

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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

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

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:
Efficient use of water will be accomplished by close monitoring of soil, crop and weather conditions to determine the best timing and the amount of water necessary to keep the crop healthy while only providing the amount that the plants can efficiently uptake.

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Statewide - OAR 690-033-0330 thru -0340

Is the well or proposed well located in an area where the Statewide 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 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)
Irrigation	March 1- October 31	Not to exceed 264.5 AF per allowed duty of 30"

For irrigation use only:

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

Primary: **105.8** Acres Supplemental: **0** 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: **264.5**

- 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.)

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- 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): **100 hp Turbine**
 Other means (describe): _____

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Provide a description of the proposed means of diversion, construction, and operation of the diversion works and conveyance of water. **The pump and transmission pipelines are already in place**

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*)

Hand lines and impact sprinklers.

C. Conservation

Please describe why the amount of water requested is needed and measures you propose to: prevent waste; measure the amount of water diverted; prevent damage to 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*).

The amount of water requested is in keeping with the allowed duty for this area and will not constrain the variety of crops available for planting on this property. Waste will be prevented by close monitoring of soil, crop and weather conditions to determine the amount of water to be applied to keep the crop healthy. The well already has a flow meter, which will be maintained. Runoff will be prevented by not over-applying water, as described above, and maintaining the existing riparian area along Mission Creek which ranges from 135 to 450 feet in width. No adverse impact to surface waters is anticipated.

SECTION 7: PROJECT SCHEDULE

- Date construction will begin: **Well and transmission pipeline is already in place.**
- Date construction will be completed: **Permit date plus 2 years**
- Date beneficial water use will begin: **Permit date plus 1 years**

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: **No waste products will be generated. Any chemical products needed will be applied only per best management practices.**

- Excavation or clearing of banks will be kept to a minimum to protect riparian or streamside areas.

This is a groundwater permit request. No excavation or clearing of stream banks will take place.

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: **None**

- Other state and federal permits or contracts required and to be obtained, if a water right permit is granted:
List: **None**

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*).

A portion of the proposed irrigation area has been irrigated under Temporary Transfer T-12435.

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July 23, 2019

Oregon Water Resources Department
725 Summer Street Ne, Suite A
Salem, Oregon 97301-1266

To Whom it May Concern,

I am the owner of Tax Lot 4 2W 9 1100 in Marion County, Oregon which is located at 6177 Gearin Road NE, St Paul, Oregon.

I am aware that Zorn Farms, Inc. is submitting an application for a Permit to Use Groundwater and that the proposed source of appropriation is a well on my property. The well is identified as Well No. 2. The OWRD well log record is MARI 51725, L-02416.

Zorn Farms, Inc.'s application is for irrigation of 105.8 acres of land adjacent to my ownership and also south, across McKay Rd (MR 96).

Zorn Farms, Inc. has my permission to use this well should the OWRD grant them the water right permit they are requesting.

My contact information is:

Bruce W. Ernst Living Trust
Bruce W. Ernst, Trustee
4406 NE Birdhaven Loop
Newberg, Oregon 97128
503.633.8366
bruce@ernstnursery.com

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Sincerely,



Bruce W. Ernst, Trustee
Bruce W. Ernst Living Trust

A-18849

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 ZORN FARMS, INC. % JOE SHARP			PHONE (HM)		
PHONE (WK) 503.793.5775		CELL		FAX	
ADDRESS 22133 FRENCH PRAIRIE ROAD NE					
CITY ST. PAUL		STATE OREGON	ZIP 97137	E-MAIL* JOESHARP@ZORNFARMS.COM	

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:
			SEE	ATTACHED	LIST	<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	
						<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: **RECEIVED**
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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: **1.32** cubic feet per second gallons per minute acre-feet

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

Briefly describe:

IRRIGATION OF 105.8 ACRES OF FARM LAND



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.

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For Local Government Use Only

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

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water uses (including proposed construction) are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): **17.136.020(A)**.
- 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

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

NAME <i>Joe Fennimore</i>		TITLE: <i>PLANNING DIRECTOR</i>	
SIGNATURE <i>[Signature]</i>	PHONE: 503.588.5038	DATE: <i>7/23/2019</i>	
GOVERNMENT ENTITY MARION COUNTY PLANNING DIVISION			

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

Receipt for Request for Land Use Information



Applicant name: _____

City or County: _____ Staff contact: _____

Signature: _____ Phone: _____ Date: _____

STATE OF OREGON
WATER SUPPLY WELL REPORT
(as required by ORS 537.765)

WATER RESOURCES DEPT.
SALEM, OREGON

WELL I.D.# _____ LO2416

(START CARD) # 78623

MAK 51723

APR 25 1997

(1) OWNER: _____ Well Number _____

Name Ernst Nursery & Farms
Address 20863 Riverside Dr. NE
City St. Paul State OR Zip 97137

(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 347 ft.
Explosives used Yes No Type _____ Amount _____

HOLE			SEAL				
Diameter	From	To	Material	From	To	Sacks or pounds	
20"	0	40'	holeplug	0	40	40 sacks	
			bentonite				
16"	40	347					

How was seal placed: Method A B C D E
 Other OAR 690-210-340

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

(6) CASING/LINER:

Diameter	From	To	Gauge	Steel	Plastic	Welded	Threaded
Casing: 16"	+2'	298'	.375	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Liner:				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final location of shoe(s) 298'

(7) PERFORATIONS/SCREENS:

From	To	Slot size	Number	Diameter	Tele/pipe size	Casing	Liner
+3	299'			12"	pipe	<input checked="" type="checkbox"/>	<input type="checkbox"/>
299	319	.070		12"	screen	<input type="checkbox"/>	<input type="checkbox"/>
319	339	.080		12"	screen	<input type="checkbox"/>	<input type="checkbox"/>
339	347'			12"	pipe	<input checked="" type="checkbox"/>	<input type="checkbox"/>
347	Bottom	plate & lift bail				<input type="checkbox"/>	<input type="checkbox"/>

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

Yield gal/min	Drawdown	Drill stem at	Flowing Time
800	138		6x hr. S

Temperature of water 54 Depth Artesian Flow Found _____

Was a water analysis done? Yes By whom _____

Did any strata contain water not suitable for intended use? Too little

Salty Muddy Odor Colored Other _____

Depth of strata: _____

(9) LOCATION OF WELL by legal description:

County Marion Latitude _____ Longitude _____
Township 4 S N or S Range 2W E or W. WM.
Section 4 SW 1/4 NE 1/4
Tax Lot 0110 Lot _____ Block _____ Subdivision _____
Street Address of Well (or nearest address) 6177 Gearin Rd.
St. Paul, OR 97137

(10) STATIC WATER LEVEL:
62' ft. below land surface. Date 4/17/97
Artesian pressure _____ lb. per square inch. Date _____

(11) WATER BEARING ZONES:

Depth at which water was first found 20'

From	To	Estimated Flow Rate	SWL
20	32	20 gpm	8'
297'	341'	800 gpm	62'

(12) WELL LOG:
Ground Elevation _____

Material	From	To	SWL
Topsoil	0	1	
Clay brown	1	36	
Clay gray brown	36	46	
Clay silty gray	46	75	
Sand-silt	75	87	
Clay gray	87	115	
Sand & clay gray	115	126	
Clay gray	126	144	
Clay with sand & gravel	144	175	
Clay gray	175	212	
Clay w/sand	212	224	
Clay gray, part sticky	224	276	
Clay w/sand, gravel gray	276	281	
Clay sandy, brown-gray	281	292	
Clay silty brown	292	297	
Sand brown	297	304	62'
Sand black	304	315	62'
Gravel & sand, black	315	341	62'
Clay gray	341	347	

Date started 12/24/96 Completed 4/17/97

(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. Materials used and information reported above are true to the best of my knowledge and belief.

Signed Kermit Martin WWC Number 1391
Date 4/23/97

(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. All work performed during this time is in compliance with Oregon water supply well construction standards. This report is true to the best of my knowledge and belief.

Signed Ivan Gossen WWC Number 783
Date 4/21/97

ORIGINAL & FIRST COPY-WATER RESOURCES DEPARTMENT SECOND COPY-CONSTRUCTOR THIRD COPY-CUSTOMER

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88C10503

STATE OF OREGON
MARION COUNTY COURTS
TRIAL COURT ADMINISTRATOR
1990 JAN -5 PM 2:23

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

ENTERED _____
DOCKETED _____
NOTICE _____

1 MARION COUNTY, a municipal)
2 corporation and a political)
3 subdivision of the State)
4 of Oregon,)
5)
6 Plaintiff,)
7)
8 vs.)
9 FRANK T. and AMELIA R. WILCOX,)
10 ZORN FARMS, INC., and ANN ZORN,)
11)
12 Defendants.)

NO. 88C-10503

SATISFACTION OF JUDGMENT

13 Defendants, through Asa L. Lewelling, their attorney
14 of record, hereby acknowledge receipt of the sum of \$66,831 in full
15 payment and satisfaction of that certain judgment made and entered
16 on or about _____ whereby defendants recovered a
17 condemnation award in the amount of \$95,000, less \$28,169 previously
18 paid, to-wit: a net judgment of \$66,831.00

19 The clerk of the court is hereby authorized to note
20 and enter satisfaction in full of said judgment.

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Asa L. Lewelling
Asa L. Lewelling, OSB 39029
Attorney for Defendants

21 STATE OF OREGON
22 County of Marion

23 On this 5th day of January, 1990, personally appeared
24 the above-named Asa L. Lewelling and acknowledged the foregoing
25 instrument to be his voluntary act and deed.

Rosemary Seifarth
Notary Public for Oregon
My commission expires: 1-30-92

26 PAGE 1 - SATISFACTION OF JUDGMENT

ASA L. LEWELLING, LAWYER
388 State Street
11th Floor Capitol Center
Salem, Oregon 97301
Telephone 503-581-2401

G-18849

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MARION

STATE FILED
APR 6 3 09 PM '89
TRIAL COURT ADMINISTRATOR

MARION COUNTY, a)
political subdivision)
of the State of Oregon,)
Plaintiff,)
vs.)
FRANK T. and AMELIA R. WILCOX,)
ZORN FARMS, INC., and ANN ZORN,)
Defendants.)

No. 88C-10503

ORDER

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This matter came before the Court for hearing and argument on January 31, 1989, to determine whether plaintiff Marion County must compensate defendants for the loss of the irrigation dam south of McKay Road in this eminent domain proceeding. The Honorable Greg West presided at the hearing. After considering the evidence and arguments of counsel, the Court finds that the dam was a functional, tangible asset of value for which plaintiff must compensate defendant. When the dam was removed by Marion County to make way for improvements to McKay Road, valid applications for permits to operate the dam were filed and pending before the State Water Resources Department. Defendants could have obtained permits for the dam, with some modifications to the structure and design, but for this eminent domain proceeding.

NOW THEREFORE,

IT IS ORDERED that plaintiff Marion County must compensate defendants for removal of the dam in question in this eminent domain proceeding.

DATED this 6 day of April, 1989.

APPROVED:
Michael J. Hansen
Of Attorneys for Plaintiff

Asa L. Lewelling
Circuit Judge

ASA L. LEWELLING, LAWYER
388 State Street
11th Floor Capitol Center
Salem, Oregon 97301
Telephone 503-581-2401

1990 JAN -5 PM 2: 22

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF MARION

3 MARION COUNTY, a municipal)
4 corporation, and a political)
5 subdivision of the State of)
6 Oregon,)

No. 88C-10503

Plaintiff,)

vs.)

7 FRANK T. and AMELIA R. WILCOX,)
8 ZORN FARMS, INC., and ANN ZORN,)

STIPULATED JUDGMENT
MONEY JUDGMENT

9 Defendants.)

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10 This matter having come before the court upon the stipula-
11 tion of the parties to entry of judgment herein; and it appearing
12 to the court that plaintiff is a municipal corporation and politi-
13 cal subdivision of the State of Oregon having the power and
14 authority to appropriate lands by eminent domain for public
15 purposes; that defendants own certain land which plaintiff seeks
16 to appropriate, subject only to an easement for road right-of-
17 way, recorded July 7, 1934, Volume 219, Page 189, Marion County
18 Deed Records; that there is a public necessity for plaintiff to
19 appropriate certain land and rights therein owned by defendants for
20 the public purpose of constructing, operating and maintaining a
21 public road and wetland area; that said land and rights therein are
22 described in Exhibits A and B, attached hereto and by this refer-
23 ence incorporated herein; that plaintiff has already paid into
24 court the sum of \$28,169.00 as full and just compensation to defen-
25 dants; that defendants have waived their rights of repurchase under
26 ORS 35.385; and that the parties agree to entry of judgment herein

ROBERT C. CANNON
Marion County Legal Counsel
Marion County Courthouse
Salem, Oregon 97301
Telephone 588-5220

Page

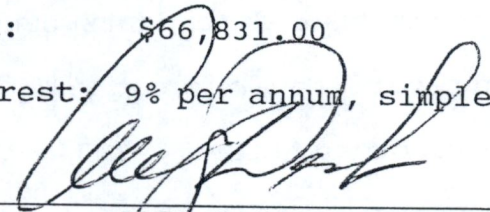
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1 for the total, full and just compensation in the sum of \$95,000.00;
2 now, therefore,

3 IT IS ADJUDGED that the lands and rights therein, described
4 in Exhibits A and B, are hereby appropriated unto plaintiff free
5 and clear of any liens or encumbrances, except the easement for
6 road right-of-way, recorded July 7, 1934, Volume 219, Page 189,
7 Marion County Deed Records; that defendants are entitled to the sum
8 of \$95,000.00; that plaintiff immediately pay to defendant the sum
9 of \$66,831.00; and that costs, disbursements and attorney fees
10 shall be awarded to neither party.

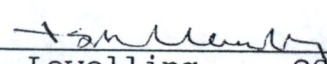
11 MONEY JUDGMENT


- 12 1. Judgment Creditor: Zorn Farms, Inc.
13 2. Creditor's Attorney: Asa L. Lewelling
14 3. Judgment Debtor: Marion County
15 4. Amount of Judgment: \$66,831.00
16 5. Post-judgment interest: 9% per annum, simple interest

17
18 
GREG WEST
CIRCUIT JUDGE

19 DATED this 5 day of January, 1990.

20 IT IS SO STIPULATED

21
22 
Asa L. Lewelling OSB 39029
23 Attorney for Defendants

24
25 
Michael J. Hansen OSB 77209
26 Marion County Asst. Legal Counsel
Attorney for Plaintiff

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EXHIBIT "A"

Road Right-of-Way Description

A parcel of land lying in Section 9 and 10, Township 4 South, Range 2 West of the Willamette Meridian, Marion County, Oregon, and being a portion of that property described in that certain document to Zorn Farms, Inc., and in that agreement of sale to Joseph Zorn et.al., recorded on Volume 646, Pages 375 through 377 and Volume 606, Page 598 of the Marion County Record of Deeds; the said parcel being that portion of said property included in a strip of land variable in width lying on both sides and at right angles to the centerline of the relocated McKay Road NE, County Road No. 405, which centerline is described as follows:

Beginning at Engineer's centerline Station 0+00, said station being 1684.92 feet S and 67.09 feet E of the NW corner of John Gearin DLC No. 70, said station being in Section 9, Township 4 South, Range 2 West, Willamette Meridian, Marion County, Oregon, said station also being the same point as Oregon State Highway Engineer's centerline Station "R" 226+23.85 of the relocated Hillsboro-Silverton Highway as described in Reel 283, Page 898 of Marion County Record of Deeds; thence S 56° 38' 19" E 698.10 feet to centerline station PC 6+98.10; thence on a 2864.79 foot radius curve left (the long chord of which bears S 68° 18' 34" E 1159.02 feet) 1167.07 feet to centerline station PT 18+65.17; thence S 79° 58' 48" E 1826.94 feet to centerline station PC 36+92.11; thence on a 1909.86 foot radius curve right (the long chord of which bears S 71° 25' 24" E 568.36 feet) 570.48 feet to centerline station PT 42+62.58; thence S 62° 51' 57" E 817.86 feet to centerline station PC 50+80.44; thence on a 2864.79 foot radius curve right (the long chord of which bears S 56° 37' 26" E 622.97 feet) 624.20 feet to centerline station PT 57+04.65; thence S 50° 22' 54" E 2358.17 feet to centerline station PC 80+62.82; thence on a 1432.40 foot radius curve left (the long chord of which bears S 63° 29' 57" E 650.16 feet) 655.88 feet to centerline station PT 87+18.70; thence S 76° 37' 00" E 293.31 feet to centerline station PC 90+12.01; thence on a 1432.40 foot radius curve left (the long chord of which bears S 83° 27' 40" E 341.41 feet) 342.22 feet to centerline station PT 93+54.23, said point being 1158.91 feet S and 261.85 feet E of the NE corner of the Peter Papin DLC No. 85 and the NW corner of J. B. Goodell DLC No. 91 in Section 10, Township 4 South, Range 2 West said point being the terminus of the 1987 location of McKay Road.

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**Table of Right-of-Way Widths
Right and Left of said 1987 Centerline**

From Station	To Station	Left	Right
0+00	1+16.85	To exist. R/W of C.R. 405 & M.R. 13	To exist. R/W of M.R. 13
1+16.85	3+00	To exist. R/W of C.R. 405 & M.R. 13	40 feet
3+00		178.29 feet on exist. S. R/W of C.R. 405 to 45.00 feet	40 feet
3+00	14+00	45 feet	40 feet
14+00		45 feet	40 to 45 feet
14+00	15+00	45 feet	45 feet
15+00		45 feet	45 to 55 feet
15+00	17+50	45 feet	55 feet
17+50		45 feet	55 to 45 feet
17+50	19+00	45 feet	45 feet
19+00		45 feet	45 to 40 feet
19+00	24+00	45 feet	40 feet
24+00		45 to 55 feet	40 feet
24+00	25+00	55 feet	40 feet
25+00		55 to 70 feet	40 to 60 feet
25+00	26+00	70 feet	60 feet
26+00		70 feet	60 to 90 feet
26+00	27+00	70 feet	90 feet
27+00		70 to 45 feet	90 feet
27+00	27+50	45 feet	90 feet
27+50		45 feet	90 to 45 feet
27+50	29+50	45 feet	45 feet
29+50		45 feet	45 to 55 feet
29+50	29+83.40	45 feet	55 feet

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**Table of Right-of-Way Widths
Right and Left of said 1987 Centerline**

From Station	To Station	Left	Right
29+83.40		45 to 324.93 feet on the exist. N.E. R/W of C.R. 405	55 feet
29+83.40	31+67.91	Along Exist. N.E. R/W of C.R. 405	55 feet
31+67.91	32+00	45 feet	55 feet
32+00		45 to 55 feet	55 feet
32+00	33+50	55 feet	55 feet
33+50		55 feet	55 to 75 feet
33+50	34+50	55 feet	75 feet
34+50		55 to 50 feet	75 feet
34+50	35+00	50 feet	75 feet
35+00		50 feet	75 to 85 feet
35+00	35+32.10	50 feet	85 feet
35+32.10	37+71.98	50 to 108.99 feet along exist. N. R/W of C.R. 405	85 feet
37+71.98	39+50	108.99 to 121.49 ft. along exist. N. R/W of C.R. 405	85 feet
39+50		121.49 feet to the exist. N. R/W of C.R. 405	85 to 110 feet
39+50	39+97.51	121.49 to 127.85 ft. along exist. N. R/W of C.R. 405	110 feet
39+97.51	41+00	127.85 to 150.00 ft.	110 feet
41+00	45+50	150 feet	110 feet
45+50		150 to 55 feet	110 to 70 feet
45+50	49+00	55 feet	70 feet
49+00		55 feet	70 to 60 feet
49+00	51+00	55 feet	60 feet

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**Table of Right-of-Way Widths
Right and Left of said 1987 Centerline**

From Station	To Station	Left	Right
51+00		55 to 50 feet	60 to 55 feet
51+00	53+00	50 feet	55 feet
53+00		50 feet	55 to 50 feet
53+00	53+50	50 feet	50 feet
53+50		50 to 80 feet	50 feet
53+50	55+00	80 feet	50 feet
55+00		80 to 55 feet	50 to 45 feet
55+00	56+00	55 feet	45 feet
56+00		55 to 40 feet	45 feet
56+00	68+25	40 feet	45 feet
68+25		40 to 75 feet	45 to 60 feet
68+25	69+50	75 feet	60 feet
69+50		75 to 40 feet	60 to 45 feet
69+50	84+50	40 feet	45 feet
84+50		40 feet	45 to 50 feet
84+50	85+50	40 feet	50 feet
85+50		40 feet	50 to 60 feet
85+50	86+00	40 feet	60 feet
86+00		40 to 50 feet	60 feet
86+00	86+50	50 feet	60 feet
86+50		50 feet	60 to 50 feet
86+50	87+00	50 feet	50 feet
87+00		50 to 40 feet	50 feet
87+00	87+50	40 feet	50 feet
87+50		40 feet	50 to 45 feet
87+50	90+65	40 feet	45 feet

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Table of Right-of-Way Widths
Right and Left of said 1987 Centerline

From Station	To Station	Left	Right
90+65		40 feet	45 to 134.52 feet on W. R/W of M.R. 8
90+65	93+54.23	40 feet	To exist. R/W

The parcel of land to which this description applies contains 8.93, acres more or less, outside of the existing right-of-way.

FOR PUBLIC ROADWAY PURPOSES

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mckayexhibit-A.fms

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EXHIBIT "B"

Easement to Store Surface Water

All of that property in Sections 9 and 10 in Township 4 South, Range 2 West of the Willamette Meridian in Marion County, Oregon, lying along and adjacent to both sides of Mission Creek, bounded by the contour at elevation 109.00 (United States Geodetic Survey datum, 1947 correction) and lying southerly of the following described McKay Road right-of-way:

Beginning at Engineer's centerline Station 0+00, said station being 1684.92 feet South and 67.09 feet East of the NW corner of John Gearin DLC No. 70, said station being in Section 9, Township 4 South, Range 2 West, Willamette Meridian, Marion County, Oregon, said station also being the same point as Oregon State Highway Engineer's centerline Station "R" 226+23.85 of the relocated Hillsboro-Silverton Highway as described in Reel 283, Page 898 of Marion County Record of Deeds; thence S 56° 38' 19" E 698.10 feet to centerline station PC 6+98.10; thence on a 2864.79 foot radius curve left (the long chord of which bears S 68° 18' 34" E 1159.02 feet) 1167.07 feet to centerline station PT 18+65.17; thence S 79° 58' 48" E 1826.94 feet to centerline station PC 36+92.11; thence on a 1909.86 foot radius curve right (the long chord of which bears S 71° 25' 24" E 568.36 feet) 570.48 feet to centerline station PT 42+62.58; thence S 62° 51' 57" E 817.86 feet to centerline station PC 50+80.44; thence on a 2864.79 foot radius curve right (the long chord of which bears S 56° 37' 26" E 622.97 feet) 624.20 feet to centerline station PT 57+04.65; thence S 50° 22' 54" E 2358.17 feet to centerline station PC 80+62.82; thence on a 1432.40 foot radius curve left (the long chord of which bears S 63° 29' 57" E 650.16 feet) 655.88 feet to centerline station PT 87+18.70; thence S 76° 37' 00" E 293.31 feet to centerline station PC 90+12.01; thence on a 1432.40 foot radius curve left (the long chord of which bears S 83° 27' 40" E 341.41 feet) 342.22 feet to centerline station PT 93+54.23, said point being 1158.91 feet South and 261.85 feet East of the NE corner of the Peter Papin DLC No. 85 and the NW corner of J. B. Goodell DLC No. 91 in Section 10, Township 4 South, Range 2 West, said point being the terminus of the 1987 location of McKay Road.

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Table of Right-of-Way Widths
Right and Left of said 1987 Centerline

From Station	To Station	Left	Right
39+97.51	41+00	127.85 to 150.00 feet	110 feet
41+00	45+50	150 feet	110 feet

The parcel to which this permanent easement applies contains 5.4 acres of land, more or less.

In accordance with the following conditions:

- (1) The permanent easement shall include the right, privilege, and authority to store surface water for the purpose of maintaining wetlands.
- (2) No building or other structure, including a dam, shall be constructed or placed over this permanent easement by the Grantor, its successors, heirs and assigns without the specific written approval of the Grantee.

[typing.fms]mckaywatereasement.fms

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BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That Carol Lea Wilcox, hereinafter called grantor,

for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Zorn Farms, Inc., a corporation hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Marion, State of Oregon, described as follows, to-wit:

That real property described in Contract of Sale from Frank T. Wilcox and Amelia R. Wilcox to Henry Zorn, et al., dated 9/13/65 and recorded 9/14/65 in Volume 606 at page 598 of Deed Records of Marion County, Oregon, the vendee's interest in which was assigned to Zorn Farms, Inc. by instrument recorded 4/30/68 in Volume 646 at page 375 of Deed Records of Marion County, the vendor's interest having been transferred to the Grantor by deed from Mary Mildred Byers, as Personal Representative of the estate of Amelia Wilcox, dated 8/16/89 and recorded in Reel 717 at page 213 of Deed Records of Marion County, Oregon, which property is included in Sections 3, 9, 10 and 15, T4S, R2W of Willamette Meridian, less the real property acquired by Marion County in that certain proceeding brought in the Circuit Court of the State of Oregon for the County of Marion vs. Frank T. Wilcox, et al., #88C-10503.

INCORRECT REEL 711

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 250,000.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which) (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

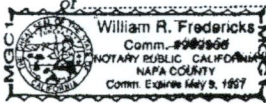
In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 27 day of November, 1995; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Carol Lea Wilcox

STATE OF OREGON County of Umatilla ss. This instrument was acknowledged before me on November 27, 1995, by Carol Lea Wilcox. This instrument was acknowledged before me on 19...



William R. Fredericks Notary Public for Oregon My commission expires May 9, 1997

Carol Lea Wilcox c/o Walter H. Pendergrass Bullivant, Houser et al. 888 SW 5th #100 Portland OR 97204

Zorn Farms Inc. 23000 River Road St. Paul, OR 97137

Zorn Farms Inc. 23000 River Road St. Paul, OR 97137

Zorn Farms Inc. 23000 River Road St. Paul, OR 97137

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of ... I certify that the within instrument was received for record on the ... day of ... 19... at ... o'clock ... M., and recorded in book/reel/volume No. ... on page ... or as fee/file/instrument/microfilm/reception No. ... Record of Deeds of said County. Witness my hand and seal of County affixed.

NAME TITLE By Deputy

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9-18849

REEL:1281

PAGE: 357

December 28, 1995 , 03:39P

CONTROL #: 1281357

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$35.00

ALAN H DAVIDSON
COUNTY CLERK

RECEIVED

AUG 01 2019

OWRD

G-18849

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE Made this 16th day of August, 1989, by and between Mary Mildred Byers the duly appointed, qualified and acting personal representative of the estate of Amelia Wilcox, deceased, hereinafter called the first party, and Carol Lee Wilcox hereinafter called the second party; WITNESSETH:

For value received and the consideration hereinafter stated, the receipt whereof hereby is acknowledged, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said second party and second party's heirs, successors-in-interest and assigns all the estate, right and interest of the said deceased at the time of decedent's death, and all the right, title and interest that the said estate of said deceased by operation of the law or otherwise may have thereafter acquired in that certain real property situate in the County of Marion, State of Oregon, described as follows, to-wit:

Vol. 606, Page 598 Marion County Deed Records:
Sections 3, 9, 10, 15, T4S, R 2W, and 170 acres in Section 9, and 10 of T 4S, R 2W, of Willanette Meridian, County of Marion, Oregon

Subject to a contract receivable from Henry Zorn, Joseph Zorn, Marie Zimmerman, Catherine Zorn and Christine Owens to Frank T. Wilcox and Amelia F. Wilcox dated September 13, 1965, recorded September 14, 1965, in Vol. 606, page 598, Marion County Deed Records.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

TO HAVE AND TO HOLD the same unto the said second party, and second party's heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ -0-

ⓐ However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) ⓑ

IN WITNESS WHEREOF, the said first party has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Mary Mildred Byers
Mary Mildred Byers

Personal Representative
of the Estate of Amelia Wilcox Deceased.

NOTE—The sentence between the symbols ⓐ, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,
County of Multnomah } ss.
August 16, 1989
Personally appeared the above named
Mary Mildred Byers

STATE OF OREGON, County of _____) ss.
Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of _____

and he/they acknowledged the foregoing instrument to be her/his/their voluntary act and deed.

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
Joseph M. T. Shaw
Notary Public for Oregon
My commission expires: 8-4-90

Before me:

Notary Public for Oregon
My commission expires: _____
(Official Seal)
(If executed by a corporation, affix corporate seal)

Mary Mildred Byers, personal representative
of Estate of Amelia Wilcox, 22685 NE 11a
Fern Lane, Dundee, Oregon 97115
GRANTOR'S NAME AND ADDRESS

STATE OF OREGON,
County of _____) ss.

Carol Lee Wilcox
3131 C. Monticello Road
Napa, CA 94588
GRANTEE'S NAME AND ADDRESS

STATE OF OREGON
County of Marion

REEL PAGE
711 213

After recording return to:
Walter H. Pendergrass, Esq.
Bullivant, Houser, Pendergrass, et al.
1211 SW Fifth Avenue, 1400 Pacwest Center
Portland, OR 97204 ADDRESS, ZIP

I hereby certify that the within was received and duly recorded by me in Marion County records:
Fee \$ 15
Hand Returned

RECEIVED
AUG 01 20
OVRD
AUG 22 11 40 AM '89
ALAN H. DAVIDSON
MARION COUNTY CLERK
BY YAP DEPUTY

Until a change is requested all tax statements shall be sent to the following address:
No change

NAME, ADDRESS, ZIP

A-18849

ASSIGNMENT OF CONTRACT

IN CONSIDERATION of the sum of One (\$1.00) Dollar and other valuable consideration, JOSEPH ZORN, a single man, does hereby grant and assign to ZORN FARMS, INC., all my right title and interest in and under that certain AGREEMENT, dated September 13, 1965, and recorded in Book Deed Records for Marion County, Oregon, 606, pages 598 to 607, inclusive, entered into by him as a purchaser with Frank T. Wilcox and Amelia R. Wilcox, husband and wife, as sellers, and in the real property therein described agreed to be purchased, subject to the terms and conditions provided in said AGREEMENT, it being understood that the rights of Frank T. Wilcox and Amelia R. Wilcox, as sellers, provided in said agreement, shall be retained by them against the purchasers named in said agreement and against the assignee herein.

DATED this 9th day of November, 1967.

Joseph Zorn
Joseph Zorn

STATE OF OREGON)
County of Marion) ss.

On this 9th day of November, 1967, personally appeared the above-named JOSEPH ZORN and acknowledged the foregoing instrument to be his voluntary act. Before me:

Robert Ross
Notary Public for Oregon

My commission expires: *11/1/68*

032300

copy 606-598

*Editha Zorn
208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000*

STATE OF OREGON) I hereby certify that the within was received at 10:50 am o'clock, M. on the 30th day of APR 30 1968 and duly recorded by me in
County of Marion,) ss. Marion County Records Book of DEEDS Records Volume 646 Page 375
Herman W. Lunde
COUNTY RECORDER

ASSIGNMENT

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AGREEMENT

THIS MEMORANDUM OF AGREEMENT, made and entered into this 13th day of September, 1965, by and between FRANK T. WILCOX and AMELIA R. WILCOX, husband and wife, as Sellers, and parties of the first part, and HENRY ZORN, JOSEPH ZORN, MARIE ZIMMERMAN, CATHERINE ZORN, ANN ZORN, and CHRISTINE OWEN, as Buyers, and parties of the second part.

W I T N E S S E T H :

That the parties of the first part for and in consideration hereinafter mentioned, covenant and agree to and with the parties of the second part to sell and convey unto the parties of the second part, and the parties of the second part covenant and agree to and with the parties of the first part to purchase of and from the parties of the first part all of the following described real premises, situated, lying and being in the County of Marion, State of Oregon, being 527.97 acres in Sections 3, 9, 10, and 15, T 4S, R 2W, and 170 acres in Sections 9 and 10 of T 4S, R 2W, of Willamette Meridian, and more particularly described as follows, to wit:

BEGINNING at the most Westerly corner of the Peter Papin Donation Land Claim #85, Township 4, South, Range 2, West of the Willamette Meridian in Marion County, State of Oregon; thence South 72° 55' West 6.195 chains to a stone corner; thence North 2° 28' East 18.82 chains to a corner on the Western boundary of the John Gearin Donation Land Claim #70, in said Township and Range; thence North 51° 02' West 18.755 chains along the Northern boundary of the George Aplin Donation Land Claim to the center of the County Road leading from St. Paul to Champeog; thence North 73° 46' East along the middle of said County Road 31.34 chains; thence South 8.05 chains; thence East 9.847 chains; thence North 1° 13' East 10.03 chains to the middle of the County Road; thence North 81° 02' East 8.347 chains to the terminus of Marion County Road Survey No. 496; thence Southerly and Easterly along the center line of

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EXCEPT rights of the public in and to all roads and roadways.
EXCEPT perpetual right of way for road purposes given to

chains to the place of beginning.
boundary of said Claim No. 85; thence North 43° East 22.00
the most southerly southeast corner of said Claim No.
thence South 20° West 11.345 chains to an iron pipe at
most southerly southeast corner of said Claim No. 85;
No. 85 at a point 11.345 chains North 22° East from the
to an iron pipe, set on the East boundary of said Claim
3.52 chains to an iron pipe; thence West 9.04 chains
southeast corner of said Claim No. 85; thence South
47.75 chains to an iron pipe set at the most Easterly
Northeast corner of said Claim No. 85; thence South
Claim; thence East 21.75 chains to the most Easterly
southeast corner of said Joseph Despard Donation Land
Claim; thence South 0° 45' West 83.64 chains to the
corner of the South half of said Despard Donation Land
Claim; thence East 38.70 chains to the Northeast
corner of the South one-half of said Despard Donation
Donation Land Claim, said point being the Northwest
South 10° West from the Northwest corner of said Despard
Despard and wife, 72.39 chains to a point 83.63 chains
the West boundary of the Donation Land Claim of Joseph
corner of said Claim No. 85; thence North 10° East along
No. 85 to an iron pipe set at the most Northerly Northeast
32.20 chains along the North boundary of said Claim
west corner of said Claim No. 85; thence North 86° East
at a point 19.75 chains North 86° East from the North-
and wife, being Claim No. 85 in said Township and Range
North boundary of the Donation Land Claim of Peter Papin
Iron pipe; thence North 65° 12' West 47.76 chains to the
from thence running North 59° West 42.50 chains to an
of the Willamette Meridian, Marion County, Oregon; and
sections 10 and 15 in Township 4 South, Range 2 West
chains North of the quarter section corner between
ALSO: Beginning at a point 18.50 chains East and 2.10

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also County road survey a distance of 42.60 chains,
more or less, to the Easterly boundary line of said
John Geerin Donation Land Claim; thence South 10° 13'
West along said East line and along the West line of
the Joseph Despard Donation Land Claim No. 41, a
distance of 10.54 chains, more or less, to the most
Northerly corner of the Peter Papin Donation Land
Claim; thence South 86° 51' West 51.967 chains to the
place of beginning, being situated in Section 9, 10, in
the John Geerin and George Applin and Peter Waggener
Donation Land Claim, in Township 4 South, Range 2 West
of the Willamette Meridian in Marion County, State of
Oregon.

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Stanley J. McKay dated July 19, 1934, and recorded July 27, 1934, in Volume 219, Page 183, Deed Records, Marion County, Oregon.

plus the personal property described as follows:

- 60 - Pcs 4" x 40' Aluminum pipe
- 53 - Pcs 6" x 30' Aluminum pipe main line
- 1 - 6" End Plug
- 1 - 4" End Plug
- 2 - 4" Take off elbows
- 46 - Pcs 3" x 40' with couplers and outlets
- 2 - Pcs 3" x 20' with couplers and outlets
- 2 - Pcs 3" x 30' with couplers - inline supply and plugged
- 58 - Pcs 6" x 30' with couplers and valves @120'
- 1 - extra 6" valve and shut pipe
- 1 - 6" End Plug
- 2 - 3" end plugs
- 34 - 6 x 30' Alum pipe
- 4 - VS 44 Take offs
- 1 - 6" end plug
- 7 - 20' 4" Blanks
- 10 - 20' 4" Sprinklers
- 13 - 20' 3" Blanks
- 17 - 20' 3" Sprinklers
- 39 - 30' 6" steel blanks
- 1 - Berkley pump Ser #3631195 - 25 HP
- 1 - Fairbanks Horse Motor #539999
- 1 - Pump size 35813 MB

Parties of the second part do hereby agree to pay for the above described real premises and personal property the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00), and agreed to pay the said sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) at the time and in the manner following, to wit:

\$60,000.00 upon the execution and delivery of this agreement, (said sum being represented by \$10,000.00 earnest money paid and \$50,000.00 in cash) and the balance of \$190,000.00 payable as follows:

\$11,083.00 or more, on the first day of October, 1966, and the sum of \$11,083.00 or more, on the first day of October each year thereafter, until October 1, 1996, when the entire balance, if any, is to be fully paid. The unpaid balance shall draw interest from the date hereof at the rate of five per cent (5%) per annum and said interest shall be included in the above specified annual payments.

IT IS UNDERSTOOD AND AGREED that the parties of the first part

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will make, execute and deliver, at the time of execution of this agreement, to the Escrow Agent a good and sufficient Warranty Deed, conveying said premises to the parties of the second part, free and clear of all encumbrances save and except any liens or encumbrances filed or permitted to be filed against said premises by the parties of the second part after the date of the execution and delivery of this agreement.

Further, five (5) years after the date of the execution of this agreement, and if the parties of the second part are not in default, the parties of the first part shall deliver to the parties of the second part, a Bill of Sale conveying said personal property to the parties of the second part free and clear of all encumbrances. Prior to receiving a Bill of Sale, the parties of the second part may sell or trade said personal property provided it is replaced with personal property of like kind and quality.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the first part, at the time of execution of this agreement, will furnish to the parties of the second part a purchasers policy of title insurance in the amount of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) showing said premises to be free and clear of all encumbrances save and except as above stated.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the second part shall be entitled to possession of said premises on October 1, 1965, with the exception of those lands upon which the 1965 crops have not been removed, and that the parties of the second part shall be entitled to full possession of all the above described real premises not later than December 1, 1965.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties hereto will prorate all taxes which are due for the year 1965-66, as of the date of possession, and the parties of the second part shall pay all taxes which are levied or assessed against said

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premises, promptly and before the same become delinquent.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the second part shall make no unlawful, improper, or wasteful use of said premises, but shall at all times keep said premises in a good state of repair and shall not permit or allow any liens for work, labor, or material furnished to said premises accrue, but shall at all times keep said premises free and clear of all mechanics' and/or materialmen's liens.

IT IS FURTHER UNDERSTOOD AND AGREED that time is of the essence of this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the second part shall not sell, set over or assign this Agreement, or any part thereof, or any interest in the same, without the written consent of the parties of the first part had and obtained thereto, except that any member of the parties of the second part may acquire the interest of any other member of the parties of the second part without the prior approval of the parties of the first part.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the second part shall keep said premises insured in a reliable insurance agency in an amount equal to the full insurable value, said policy of insurance to be made payable to the parties of the first part as their interest shall appear and said policy of insurance to be placed with and held by the parties of the first part. The parties hereto will prorate any and all insurance now carried upon said premises as of the date of possession.

IT IS FURTHER UNDERSTOOD AND AGREED that if the parties of the second part fail to comply with the terms of this agreement, and if

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necessary for the parties of the first part to commence any suit or action in connection therewith, parties of the second part agree to pay such additional sum as the Court may adjudge reasonable as attorney's fees in such suit or action.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that in the event the second parties shall fail to perform any of the terms of this agreement, time of payment, and performance being of the essence, the first parties shall, at their option, subject to the requirements of notice as herein provided, have the following rights:

- (a) To foreclose this contract by a strict foreclosure in equity.
- (b) To declare the full unpaid balance of the purchase price immediately due and payable.
- (c) To specifically enforce the terms of this agreement by suit in equity.

Parties of the second part shall not be deemed in default for failure to perform any covenant or condition of this contract other than the failure to make payments as provided for herein, until notice of said default has been given by the parties of the first part to the parties of the second part and the parties of the second part shall have failed to remedy said default within sixty (60) days after giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to JOSEPH ZORN, Route 1, Aurora, Oregon. If the second parties shall fail to make payment as herein provided and said failure shall continue for more than sixty (60) days after the payment becomes due, the second parties shall be deemed in default and the first parties shall not be obligated to give notice to the second parties of a declaration of said default.

The parties of the second part agree to pay before delinquency

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all taxes, and assessments that may hereinafter become a lien on said premises.

The parties of the second part assume all hazards of damage to or destruction of any improvements now on said land or hereinafter placed thereon, and of the taking of said premises or any part thereof for public use.

In the case the parties of the second part shall fail to pay before delinquency any taxes or assessments or to insure the premises as above provided, the parties of the first part may pay such taxes and assessments, make such payments and effect such insurance, and the amount paid therefore by the parties of the first part shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of ten per cent (10%) per annum until paid, without waiver of other rights, by reason of such failure.

IT IS FURTHER UNDERSTOOD AND AGREED that the real premises herein described are presently subject to a mortgage held by the United States National Bank of Oregon, Portland, Oregon, as recorded in Volume 536, Page 365, Mortgage Records, Marion County, Oregon, and that the parties of the first part agree to continue to make payments on said mortgage according to the terms and conditions thereof, but in the event the parties of the first part shall fail to make any such payments on the mortgage as they become due and owing, then the parties of the second part herein shall have the right to make such payments and deduct any such payments so made from the amount of the unpaid balance and deduct such from the annual payments hereinabove stated. The parties of the first part shall direct the mortgagee to notify the parties of the second part promptly of any default so that payment can be made as herein provided. The parties of the first part and of the second part agree that further advancements may be made to the parties of the first part by the mortgagee under said mortgage, however, said mortgage balance shall not at anytime exceed the unpaid

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IN WITNESS WHEREOF

balance due and owing by the parties of the second part under the terms and conditions of this contract.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties that the parties of the first part reserve unto themselves the existing lease concerning the 1965 crops and rental agreements and that such shall be validly terminated on or before December 1, 1965; and the parties of the first part agree to hold harmless and indemnify the parties of the second part of any claim of any third party on any existing lease, agreement or agreement for rental, possession, cropping, management, or operation of the premises by the parties of the first part.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the first part agree to release and deed unto the parties of the second part at their request and upon payment unto the parties of the first part in full of the sum not less than \$400.00 per acre upon the parties of the second part's sale to third parties, parcels of not less than fifty (50) acres each of the above described real premises at \$400.00 per acre, excepting that portion of the above described real premises that is planted in filbert orchard and any sale of the filbert orchard shall be in the minimum of thirty (30) acres and the parties of the first part to receive the sum of not less than \$600.00 per acre for any such thirty (30) acres of the filbert orchard. Further, the parties of the first part agree to assist in the procuring from the mortgagee of the release of the above noted parcels of real property and shall, if required pay unto the mortgagee all of said sums received from the parties of the second part for the release of said property as set forth in this paragraph. It is understood and agreed that any such sums received by the parties of the first part from the parties of the second part shall be

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credited to the unpaid balance due and owing under the terms and conditions of this contract.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the second part have inspected the above described real premises and the buildings located thereon, and they accept such in the present "as is" condition, and that the parties of the second part shall have the right to improve or remove any buildings located on said premises.

IT IS FURTHER UNDERSTOOD AND AGREED that the description of the real premises hereinabove set forth is subject to a survey or further investigation, and if the quantity of land is greater or less than acres above set forth, then an adjustment in the purchase price shall be made.

IT IS FURTHER UNDERSTOOD AND AGREED by the parties hereto that the contract shall be held in escrow along with a Warranty Deed executed by the parties of the first part herein to the parties of the second part herein, and that the parties of the second part shall make all payments under the terms and conditions of this contract to the said Escrow Agent; and it is further understood and agreed that each party shall pay one-half of the escrow fee. Further, that said Contract of Sale shall be recorded in Marion County, Oregon, at the date of execution of this Agreement.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties that the parties of the second part as a part of this purchase, shall acquire all water rights held by the parties of the first part appurtenant to the premises.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event of the assignment of the Contract by the parties of the first part, the parties of the second part shall be entitled to all personal covenants

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of the parties of the first part.

The covenants, conditions, and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assignees of the parties hereto.

Provided, however, that nothing contained in this paragraph shall alter the restrictions herein contained relating to assignment.

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

Frank T. Wilcox
Frank T. Wilcox

Amelia R. Wilcox
Amelia R. Wilcox

PARTIES OF THE FIRST PART

Henry Zorn
Henry Zorn

Joseph Zorn
Joseph Zorn

Marie Zimmerman
Marie Zimmerman

Catherine Zorn
Catherine Zorn

Ann Zorn
Ann Zorn

Christine Owen
Christine Owen

PARTIES OF THE SECOND PART

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STATE OF OREGON)
) ss.
County of Marion)

Be It Remembered, that on this 13th day of September, 1965, before me, the undersigned, a notary public in and for said county and State, personally appeared the within named FRANK T. WILCOX and AMELIA R. WILCOX, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission Expires: 7/17/66

STATE OF OREGON)
) ss.
County of Marion)

Be It Remembered, that on this 1st day of September, 1965, before me, the undersigned, a notary public in and for said county and State, personally appeared the within named HENRY ZORN, JOSEPH ZORN, MARIE ZIMMERMAN, ANN ZORN and CHRISTINE OWENS, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission Expires: 7/17/66

STATE OF OREGON)
) ss.
County of Marion)

Be It Remembered, that on this 2 day of September, 1965, before me, the undersigned, a notary public in and for said county and State, personally appeared the within named CATHERINE ZORN, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

[Signature]
Notary Public for Oregon
My Commission Expires: September 14, 1965

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STATE OF OREGON) I hereby certify that the within was received at 10:55 a.m. on the 13th day of September, 1965 and duly recorded by me in
County of Marion,) Marion County Record Book of 10155 Records Volume 666 Page 598 J. W. L. Spinks
County Recorder 16⁵³

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REEL 3780 PAGE 379
MARION COUNTY
BILL BURGESS, COUNTY CLERK
02-04-2016 03:17 pm.
Control Number 402680 \$ 56.00
Instrument 2016 00004297

MAIL TAX STATEMENTS TO:
Trustee of the Bruce W. Ernst Living Trust
4406 NE Birdhaven Loop
Newberg, OR 97128

AFTER RECORDING RETURN TO:
Robert J. Saalfeld, Attorney
Saalfeld Griggs PC ✓
PO Box 470
Salem, OR 97308

WARRANTY DEED

Bruce W. Ernst, Grantor, conveys to Bruce W. Ernst, Trustee of the Bruce W. Ernst Living Trust dated February 2, 2016, and any amendments thereto, Grantee, the following described real property situated in the County of Marion, State of Oregon:

See Attached Exhibit "A"

Grantor covenants that Grantor is seized of an indefeasible estate in the real property described above in fee simple, that Grantor has good right to convey the property, that the property is free from encumbrances except as specifically set forth herein, and that Grantor warrants and will defend the title to the property against all persons who may lawfully claim the same by, through, or under Grantor, provided that the foregoing covenants are limited to the extent of coverage available to Grantor under any applicable standard or extended policies of title insurance, it being the intention of the Grantor to preserve any existing title insurance coverage.

This deed is executed to partially fund a trust of Grantor's, and the true and actual consideration stated in terms of dollars is ZERO.

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

WARRANTY DEED (80.88 ACRES 6177 Gearin Rd Ne Saint Paul, OR 97137)
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2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

WITNESS Grantor's hand this 2nd day of February, 2016.

Bruce Ernst
Bruce W. Ernst

STATE OF OREGON)
) ss.
COUNTY OF MARION)

On this 2nd day of February, 2016, personally appeared the above named Bruce W. Ernst and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Savanna Campbell
Notary Public for Oregon
My Commission Expires: 1-7-2020



WARRANTY DEED (80.88 ACRES 6177 Gearin Rd Ne Saint Paul, OR 97137)

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(RISak)

4848-7338-2189, v. 1

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EXHIBIT "A"

Beginning at the Northwest corner of the Donation Land Claim of John Gearing in Township 4 South, Range 2 West of the Willamette Meridian, Marion County, State of Oregon; thence North 0 degrees 41' East 1.17 chains along the East line of the Donation Land Claim of Peter Waggoner; thence West 29.872 chains to the West line of Section 4; thence South 0 degrees 28' West 13.634 chains along the West line of Section 4 to the North line of the Donation Land Claim of George Aplin; thence South 51 degrees 02' East 27.557 chains along the North line of the George Aplin Claim to the middle of the County Road leading from St. Paul to Champoeg; thence North 73 degrees 46' East 31.43 chains along the middle of the County Road; then South 8.05 chains; thence East 9.847 chains; thence North 1 degree 13' East 10.03 chains to the middle of the County Road; thence North 81 degrees 02' East 3.53 chains along the middle of the County Road; thence North 1 degree 13' East 17.872 chains to the North line of the Donation Land Claim of John Gearin; thence North 89 degrees West 35.547 chains along the North line of the John Gearin Claim to the place of beginning and being a part of the John Gearin Donation Land Claim No. 70 in Township 4 South, Range 2 West, and Peter Waggoner Donation Land Claim No. 66 in Township 3 South, Range 2 West of the Willamette Meridian in Marion County, Oregon.

EXCEPTING THEREFROM all that portion of the above described premises lying West of Highway 219, Film Records for Marion County, Oregon.

ALSO SAVED AND EXCEPT that portion conveyed to the State of Oregon, by and through its Department of Transportation by deed recorded December 16, 1994 in Reel 1211, Page 290 and Reel 1211, Page 291.

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REEL: 3780

PAGE: 379

February 04, 2016, 03:17 pm.

CONTROL #: 402680

State of Oregon
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 56.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.

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PP881-3

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

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: **\$ 2560.00**
See the Department's Fee Schedule at www.oregon.gov/owrd or call (503) 986-0900.
- Map that includes the following items:
 - Permanent quality and drawn in ink
 - Even map scale not less than 4" = 1 mile (example: 1" = 400 ft, 1" = 1320 ft, etc.)
 - North Directional Symbol
 - Township, Range, Section, Quarter/Quarter, Tax Lots
 - Reference corner on map
 - Location of each diversion, by reference to a recognized public land survey corner (distances north/south and east/west)
 - Indicate the area of use by Quarter/Quarter and tax lot identified clearly.
 - Number of acres per Quarter/Quarter and hatching to indicate area of use if for primary irrigation, supplemental irrigation, or nursery
 - Location of main canals, ditches, pipelines or flumes (if well is outside of the area of use)

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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.

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