

# 5878 SW 3RD

CORVALLIS, OR



# PROPERTY SYNOPSIS

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## LOCATION

LOCATED RIGHT OFF HIGHWAY 99 SOUTH OF CORVALLIS, NEAR THE CORVALLIS MUNICIPAL AIRPORT

## LAND DETAILS

**119.64 ACRES**

- **ONE PARCEL | 167803**
- **WOODBURN AND DAYTON SILT LOAM SOILS**
- **93.25 +/- ACRES OF HAZELNUTS**
  - **SEE VARIETAL MAP BELOW**
  - **LEASED, 3/11/22 TO 12/9/2036, \$36,000 PER QUARTER**
- **18.50 +/- ACRES OF BLUEBERRIES**
  - **SEE VARIETAL MAP BELOW**
  - **LEASED, 1/1/21 TO 8/31/26, \$7400 PER YEAR**
- **ZONED EFU**
- **WATER RIGHTS FROM THE GREENBERRY IRRIGATION DISTRICT**
  - **90 ACRES OF IRRIGATION**
  - **\$950.10 PER YEAR TO GREENBERRY IRRIGATION DISTRICT**
- **DOMESTIC WELL**
  - **25 HP MOTOR**
    - **NEW 1-2 YEARS OLD**
    - **LOCATED NEW BUILDINGS**
  - **FILTERS**
- **DRIP IRRIGATION**



# PROPERTY SYNOPSIS

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## BUILDING 1

26' X 40' X 14'

METAL SIDING AND ROOFING

GRAVEL FLOORS

THREE BAYS

SLIDING DOORS

\*16' BREEZEWAY CONNECTING

BUILDING 1 AND 2 WITH MAN

DOOR TO OUTSIDE

\*NO POWER

## BUILDING 2

36' X 48' X 14'

METAL SIDING AND DOORS

GRAVEL FLOORS

THREE BAYS

SLIDING DOORS WITH OVERSIZED MIDDLE BAY

- 16' X 20' X 14' ADDITION ON THE WESTSIDE
  - OPEN FRONT AND BACK

\*NO POWER

## PUMP HOUSE

METAL SIDING AND ROOFING

GRAVEL FLOORS

POWER

**\*\*BUILDING 1 AND 2 ENCROACH APPROXIMATELY 10 FEET ONTO THE NEIGHBORING PROPERTY. PLEASE REFER TO THE OUTBUILDING ENCROACHMENT LEASE INCLUDED IN THIS INFORMATION PACKET. THE SELLER AND NEIGHBOR ARE ACTIVELY EXPLORING LOT LINE ADJUSTMENT OPTIONS TO ADDRESS THIS FOR POTENTIAL BUYERS.**



*The information contained in this brochure is from reliable sources and is believed to be correct but it is not guaranteed.*

# SELLER PREFERRED TERMS

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**USE OREF FORMS**

**3 BUSINESS DAYS FOR SELLER RESPONSE TIME**

**INCLUSIONS: DRIP IRRIGATION, 11' FLAIL MOWER, ORANGE FUEL TANK**

**EXCLUSIONS: GREY FUEL TANK**

**BUYER TO DO THEIR OWN DUE DILIGENCE ON BUILDABILITY**



 **Oregon  
Farm & Home**  
★ BROKERS ★

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# MAPS

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*PROVIDED BY LAND.COM*

*SCAN HERE FOR  
INTERACTIVE MAP*



INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



25280

25280

25280

99W

99W

99W

Corvallis  
Municipal Airport

16.50 ACRES  
MCDONALD  
9 YEAR

1.50 ACRE  
WEBSTER  
7 YEAR

29.75 ACRES  
SACAGAWEA  
11 YEARS

18 ACRES  
JEFFERSON  
11 YEAR

2 ACRES  
SACAGAWEA  
6 YEAR

2 ACRES  
JEFFERSON  
6 YEAR

6 ACRES  
MACDONALDS  
9 YEAR

5 ACRES  
JEFFERSON  
9 YEAR

18.2 ACRES  
BLUEBERRIES  
DUKE & DRAPER  
11 YEARS

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# COUNTY INFORMATION

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*LIST PACKET (S) PROVIDED THROUGH COUNTY RECORDS*

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# Fidelity National Title

## BENTON COUNTY PROPERTY PROFILE INFORMATION

Parcel #: **167803**  
 Tax Lot: **125270000100**  
 Owner: C Rob Farms LLC  
 CoOwner:  
 Site: 5878 SW 3rd St  
 Corvallis OR 97333  
 Mail: 7414 55th Ave Crt NW  
 Gig Harbor WA 98335  
 Zoning: County-EFU - Exclusive Farm Use  
 Std Land Use: AFAR - Farms And Crops  
 Legal:  
 Twn/Rng/Sec: T:12S R:05W S:27 Q: QQ:

### ASSESSMENT & TAX INFORMATION

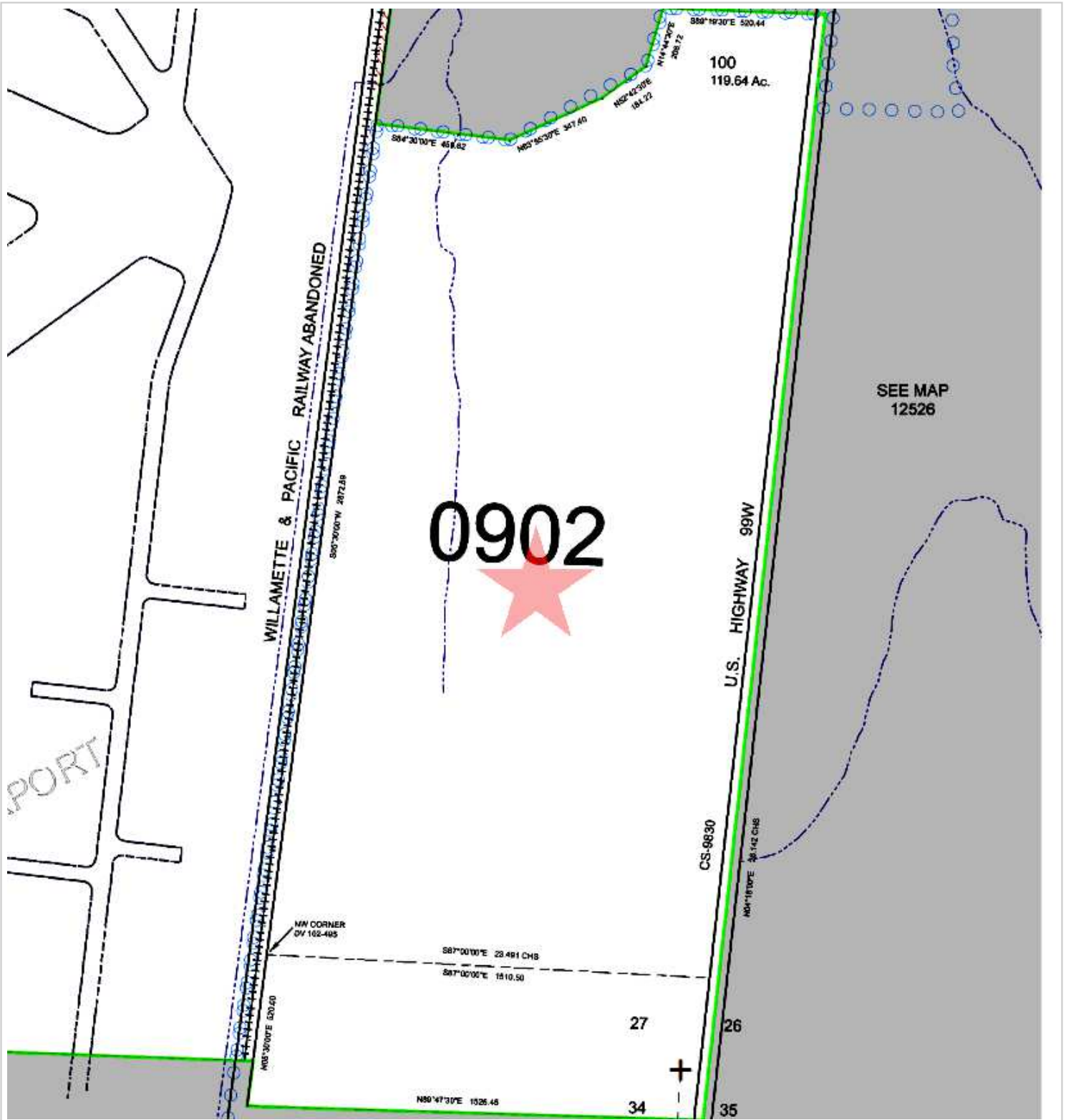
Market Total: **\$429,296.00**  
 Market Land: **\$429,296.00**  
 Market Impr:  
 Assessment Year: **2023**  
 Assessed Total: **\$154,481.00**  
 Exemption:  
 Taxes: **\$2,012.92**  
 Levy Code: 0902  
 Levy Rate: 13.0302

### PROPERTY CHARACTERISTICS

Year Built:  
 Eff Year Built:  
 Bedrooms:  
 Bathrooms:  
 # of Stories:  
 Total SqFt:  
 Floor 1 SqFt:  
 Floor 2 SqFt:  
 Basement SqFt:  
 Lot size: 119.64 Acres (5,211,518 SqFt)  
 Garage SqFt:  
 Garage Type:  
 AC:  
 Pool:  
 Heat Source:  
 Fireplace:  
 Bldg Condition:  
 Neighborhood:  
 Lot:  
 Block:  
 Plat/Subdiv:  
 School Dist: 509J - Corvallis  
 Census: 1005 - 010400  
 Recreation:

### SALE & LOAN INFORMATION

Sale Date: 12/14/2012  
 Sale Amount:  
 Document #: M500614-12  
 Deed Type: Deed  
 Loan Amount:  
 Lender:  
 Loan Type:  
 Interest Type:  
 Title Co:

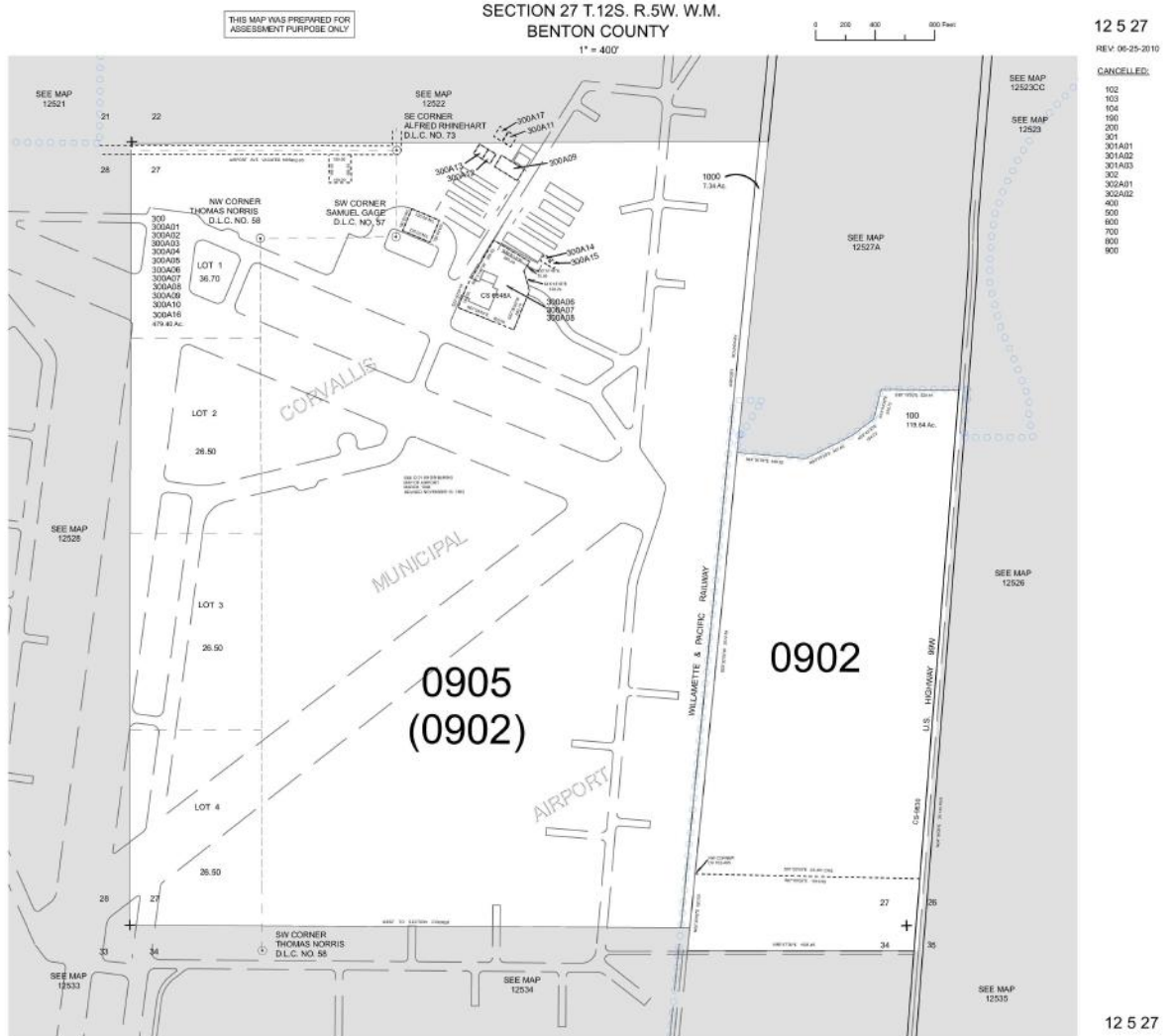


**Fidelity National Title**

Parcel ID: 167803

Site Address: 5878 SW 3rd St

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.



Parcel ID: 167803  
Site Address: 5878 SW 3rd St

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Aerial Map

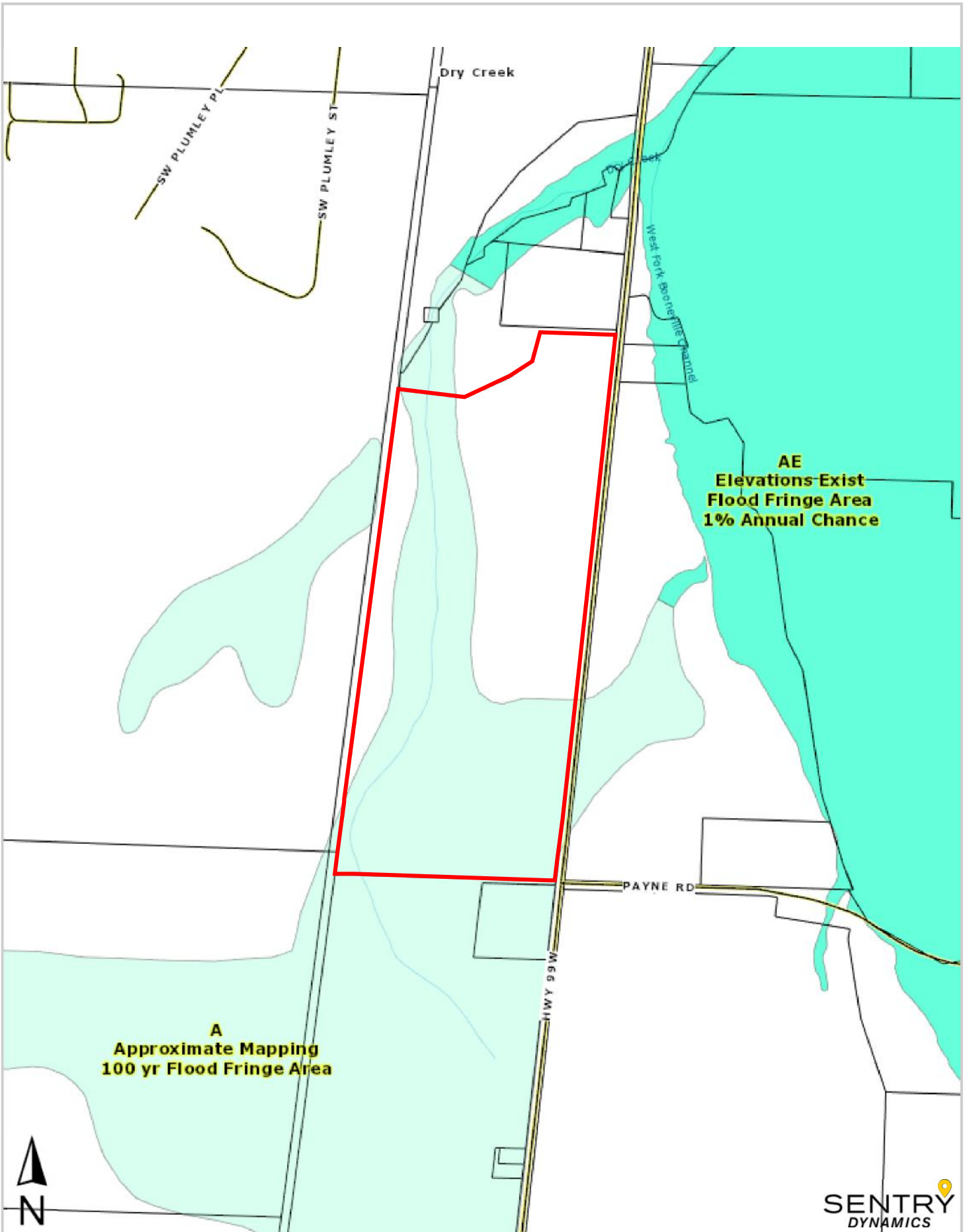


**Fidelity National Title**

**Parcel ID: 167803**

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FOR ASSESSMENT AND TAX PURPOSES ONLY

**Account Information**

Account #: 167803  
Map Taxlot: [125270000100](#)  
Acreage: 119.64  
Property Class: 550  
Tax Code Area: 0902  
  
Situation Address: [5878 SW 3RD ST](#)  
[CORVALLIS, OR](#)  
[97333](#)

LAST CERTIFIED VALUES

Market Land: \$429,296.00  
Market Structure: \$0.00  
Total Real \$429,296.00  
Market:  
Special Assessed \$154,481.00  
Taxable Land:  
Assessed: \$154,481.00  
Exemption: \$0.00  
Net Taxable: \$154,481.00

[Property Valuation History](#) 

**Owner Information**

**Owner**

C ROB FARMS LLC  
7414 55TH AVE CRT NW  
GIG HARBOR, WA 98335

**Taxpayer**

C ROB FARMS LLC  
7414 55TH AVE CRT NW  
GIG HARBOR, WA 98335

**Taxes**

Tax Code 0902  
Area:  
2023 \$2,012.92  
Property Tax

<b>WARNING</b>
<b>This account may have potential tax liabilities, taxes due, or other special development conditions.</b>

**Tax Statements**

[2013](#) · [2014](#) · [2015](#) · [2016](#) · [2017](#) · [2018](#) · [2019](#) · [2020](#) ·  
[2021](#) · [2022](#) · [2023](#)

**Property Improvements**

**Property Sketches**







# Assessment Property Tax Statement

07/01/2023 to 06/31/2024 BENTON COUNTY PROPERTY TAX STATEMENT  
 PO BOX 964 Corvallis, OR 97339 • 4500 SW Research Way Corvallis, OR 97333

ACCOUNT NUMBER: 167803

SITUS ADDRESS: 5878 SW 3RD ST CORVALLIS , OR 97333

PROP 550  
 CLASS:  
 PROP 0902  
 TCA:  
 PROP MAP: 125270000100  
 ACRES: 119.64

**LAST YEARS TAX**  
 Bond LinnBenton 24.16  
 CC  
 Bonds Corvallis SD 303.31  
 2018  
 LinnBenton CC 9.62  
 Bond 2022  
**Bonds - Other 337.09**

VALUES	LAST YEAR	THIS YEAR
Real Market Value Land	429,296.00	
Real Market Value	0.00	0.00
Structure Real Market Value Total	429,296.00	
Special Assessed Value	111,603.00	
Special Assessed Value	111,603.00	
Exemptions	0.00	0.00
<b>Net Taxable</b>	<b>111,603.00</b>	
<b>154,481.00</b>		

Corvallis SD 509J 689.21  
 Corvallis SD 509J 231.72  
 LO 2022  
 LinnBenton CC 77.53  
 LinnBentonLincoln 47.10  
 ESD  
**Education 1,045.56**  
 911 Emergency 69.52  
 Service Dist  
 Benton County 340.67  
 Benton County 12.36  
 Extension Dist  
 Benton County 60.97  
 Library  
 Benton County 139.03  
 Local Option 2021  
 Benton County 7.72  
 Soil & Water  
**General 630.27**  
**Government**

TAX COLLECTOR  
 (541)766-6808  
 ASSESSOR  
 (541)766-6855  
 WEB SITE:  
<https://assessment.bentoncountyor.gov/>

**If a mortgage company pays your taxes, this statement is for your records only.**

<b>Full</b>	<b>2/3</b>	<b>1/3</b>	<b>2023 - 2024 TAXES</b>	<b>2,012.</b>
<b>Payme</b>	<b>Payme</b>	<b>Payme</b>		<b>92</b>
<b>nt</b>	<b>nt</b>	<b>nt</b>	2022 - 2023	0.00
<b>with</b>	<b>with</b>	<b>with</b>	DELINQUENT	
<b>3%</b>	<b>2%</b>	<b>No</b>	TAXES	
<b>Discou</b>	<b>Discou</b>	<b>Discou</b>	TOTAL TAXES	2,012.
<b>nt</b>	<b>nt</b>	<b>nt</b>	OUTSTANDING	92
1,952.	1,315.	670.98	<b>TOTAL TAX (After</b>	<b>1,952.</b>
53	11		<b>Discount)</b>	<b>53</b>

Cut Here

PLEASE RETURN THIS PORTION WITH  
YOUR PAYMENT

Cut Here

ACCOUNT NUMBER: 167803  
INCLUDES DELINQUENT TAXES OWING, IF ANY

Full Payment, if paid by	11/15/2023	1,952.53
or 2/3 Payment, if paid by	11/15/2023, with final	1,315.11
	1/3 due 05/15/2024	
or 1/3 Payment, if paid by	11/15/2023, 02/15/2024,	670.98
	05/15/2024	

**DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATE**

<p><b>\$</b> Enter Payment Amount</p>
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This on-line tax statement reflects the information on the account as of 10/01/2023. This tax statement does not reflect any payments or value corrections made on your account after that date. If you have made a payment on your property tax account after 10/01/2023, please contact our office at (541) 766-6808 between the hours of 8:00 am and 5:00 pm, Monday through Friday for the correct amount owing. You may also contact us via the internet at <https://assessment.bentoncountyor.gov>.

Please make checks payable to:  
**Benton County Tax Collector**  
**PO Box 964**  
**Corvallis, OR 97339-0964**







*Grantors:*

*F. Clifford Roberson  
Suzanne Roberson  
6425 NW Sisters Pl.  
Corvallis, OR 97330*

*Grantee:*

*C Rob Farms, LLC  
6425 NW Sisters Pl.  
Corvallis, OR 97330*

*After recording return to:*

*Cary B. Stephens  
PO Box 396  
Corvallis, OR 97339-0396*

*Until a change is requested,  
send tax statements to:*

*C Rob Farms, LLC  
6425 NW Sisters Pl.  
Corvallis, OR 97330*

BENTON COUNTY, OREGON 2012-500614  
DE-WD  
Cnt=1 Stn=4 DB 12/14/2012 4:32:49 PM  
\$15.00 \$11.00 \$17.00 \$10.00 \$20.00 \$73.00



I, James V. Morales, County Clerk for Benton County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

James V. Morales - County Clerk



## STATUTORY WARRANTY DEED

F. Clifford Roberson and Suzanne Roberson, husband & wife Grantors, convey and warrant to C Rob Farms, LLC, an Oregon Liability Company, Grantee, the following described real property in Benton County, in the State of Oregon:

See Exhibit A attached hereto and by this reference incorporated herein.

The true and actual consideration for this transfer stated in terms of dollars, is \$.00.

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

IN WITNESS WHEREOF, the Grantors has duly executed this instrument this 14<sup>th</sup> day of December, 2012.

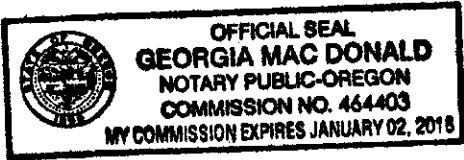
F. Clifford Roberson  
F. Clifford Roberson

Suzanne Roberson  
Suzanne Roberson

STATE OF OREGON            )  
  ) ss.  
County of Benton            )

Personally appeared before me on this 14 day of December, 2012, the above-named F. Clifford Roberson and Suzanne Roberson and acknowledged the foregoing instrument to be their voluntary act and deed.

Georgia Mac Donald  
Notary Public for Oregon



## EXHIBIT A

### Parcel I:

Beginning at a point on the Easterly right of way line of the Southern Pacific Company Railroad and South line of the Thomas Norris Donation Land Claim No. 58 in Township 12 South, Range 5 West of the Willamette Meridian in Benton County, Oregon, said beginning point being North 89° 48' East 2,861.81 feet from the Southwest corner of the said Donation Land Claim, and running thence North 5° 30' East 520.0 feet along said Easterly right of way line; thence South 87° 00' East 1,510.50 feet to the Westerly right of way line of the State Highway (U.S. 99W); thence South 4° 15' West 431.47 feet along said Westerly right of way line to the South line of the Thomas Norris Donation Land Claim No. 58; thence South 98° 48' West 1,526.41 feet along said South line to the point of beginning, in the County of Benton and State of Oregon.

### Parcel II:

Beginning at a point on the center line of the State Highway between Corvallis and Eugene, which point is on the South line, extended Easterly, of the tract of land described in deed recorded Book 102, Page 497, Benton County, Oregon Deed Records, 0.608 chains North 89° 48' East of a 2 inch pipe, the Northeast corner thereof, and which point is 62.619 chains South 89° 52' East along the claim line and 28.963 chains South 4° 16' West and 2.682 chains South 4° 27' West along said center line from the Northwest corner of the Samuel Gage Donation Land Claim No. 57, Township 12 South, Range 5 West, Willamette Meridian in Benton County, Oregon and running thence along the South line of said tract South 89° 48' West (recorded South 89° 59' West) 21.407 chains to a 2 inch pipe on the East right of way line of the Corvallis and Alsea River Railroad (now Southern Pacific), the Southwest corner of said tract; thence South 5° 29 3/4' West along said right of way line 89.280 chains to a 2 inch pipe, the Northwest corner of the tract of land described in deed recorded in Book 102, Page 495 said Deed Records; thence South 87° East along the North line of said latter tract and the same extended 23.491 chains to the center line of said Highway; thence along said center line North 4° 18' East 19.610 chains, North 4° 08 1/2' East 43.680 chains, North 1° 25' East 5.186 chains, and North 4° 27' East 18.796 chains to the point of beginning, in the County of Benton and State of Oregon.

### EXCEPTING THEREFROM:

That portion which lies Northerly of the Southerly line of the following described parcel:

Beginning at the Northwest corner of that tract of land, described by deed recorded in Book 102, Page 495 of the Benton County Deed Records. Said point being North 89° 48' East 2,861.81 feet along the South claim line and North 5° 30' East along the East right of way line of the Southern Pacific Railroad 520.0 feet from the Southwest corner of the Thomas Norris Donation Land Claim No. 58, in Township 12 South, Range 5 West, Willamette Meridian, Benton County, Oregon; thence North 05° 30' East along said railroad right of way line 2,872.59 feet to the true point of beginning; thence South 84° 30' East 458.62 feet to a 5/8 inch iron rod; thence North 63° 55 1/2' East 347.40 feet to a 5/8 inch iron rod; thence North 52° 42 1/2' East 184.22 feet to a 5/8 inch iron rod; thence North 14° 44 1/2' East 206.72 feet to a 5/8 inch iron rod; thence South 89° 19 1/2' East 550.49 feet to the center line of the Corvallis-Eugene Highway (U.S. Highway 99); thence North 04° 08 1/2' East along said center line 35.06 feet; thence North 89° 19 1/2' West 841.20 feet to a 5/8 inch iron rod; thence North 04° 08 1/2' East 573.75 feet; thence North 85° 51 1/2' West 108.12 feet to the center of a creek; thence along said creek the following courses and distances; South 51° 37' West 71.15 feet, South 00° 12' East 64.13 feet, South 61° 27 1/2' West 137.20 feet, South 15° 08' West 105.00 feet, South 35° 19' West 259.36 feet, South 23° 54' West 230.48 feet, South 30° 59' West 268.70 feet and North 84° 30' West 17.28 feet to the Easterly right of way line of said railroad; thence South 05° 30' West along said right of way line 112.97 feet to the true point of beginning, all in Benton County, Oregon.

# SOIL REPORT

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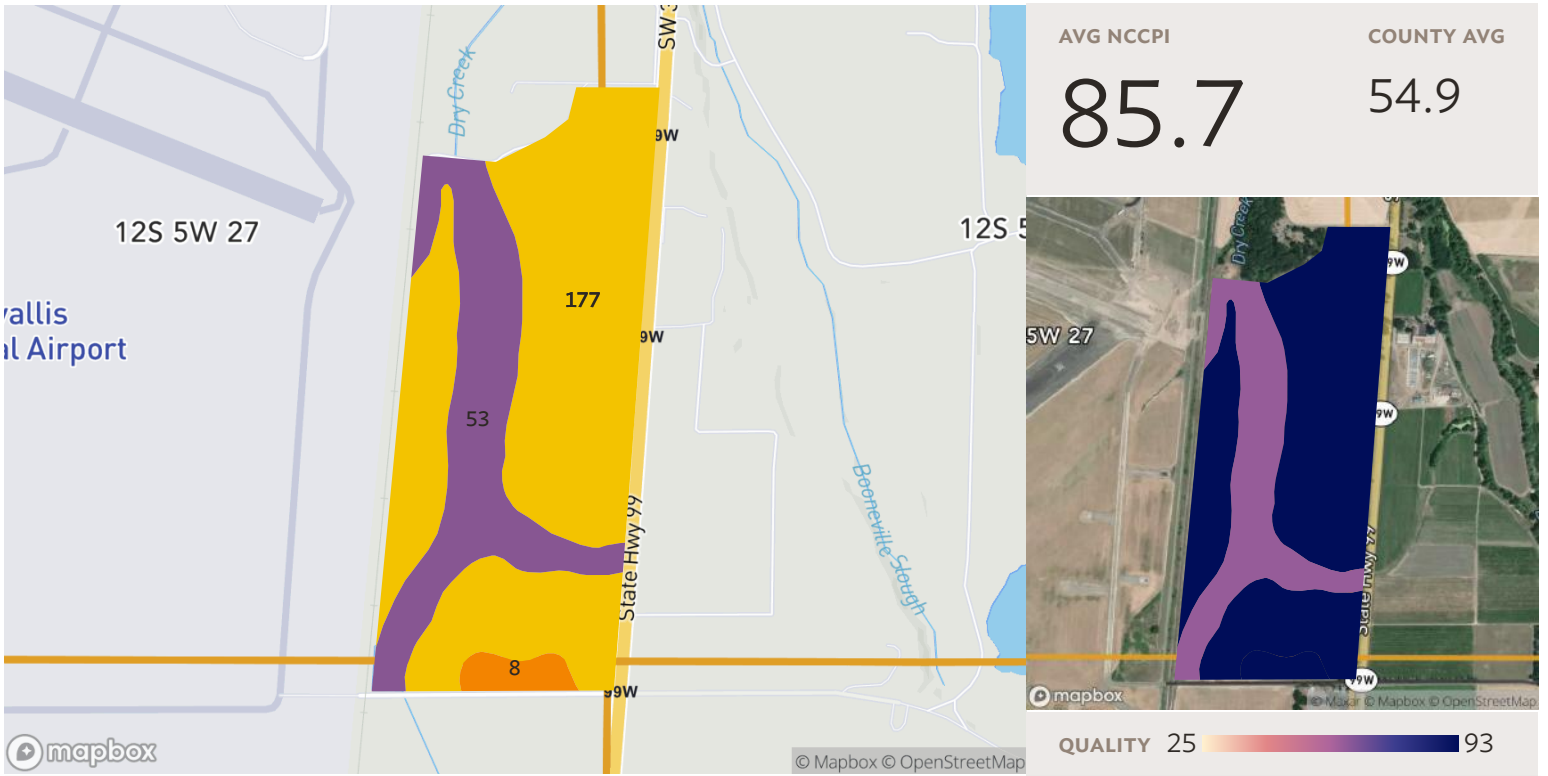
*PROVIDED BY ACREVALUE*

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1 field, 121 acres in Benton County, OR

TOWNSHIP/SECTION 12S 5W – 26, 27, 34, 35



Source: NRCS Soil Survey

## All fields

121 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
177	Woodburn silt loam, 0 to 3 percent slopes	84.78	70.0%	2	94.3
53	Dayton silt loam, 0 to 2 percent slopes	32.84	27.1%	4	62.4
8	Amity silt loam, 0 to 3 percent slopes	3.42	2.8%	2	97.6
<b>121.03</b>					<b>85.7</b>

# WATER RIGHTS

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*PROVIDED BY GREENBERRY DISTRICT*

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Greenberry Irrigation District  
30742 Venell Lane  
Corvallis, OR 97333



# INVOICE

**BILL TO**

Roberson, Clifford  
Clifford Roberson  
6425 NW Sisters Place  
Corvallis, OR 97330

INVOICE # 1239  
DATE 12/15/2023

DESCRIPTION	ACRES	RATE	AMOUNT
Incurring Charge - A Water	50	2.00	100.00
Incurring Charge - A Water			
Incurring Charge - B Water	40	2.00	80.00
Incurring Charge - B Water			
Water Delivery Charges	45.30	17.00	770.10
Water Delivery Charges			

BALANCE DUE

**\$950.10**

*\$ 950.10 check #1482  
5/2/24*

Greenberry Irrigation District

30742 Venell Ln

Corvallis, OR 97333

541-752-2446

Mr. Cliff Roberson

6425 NW Sisters Place

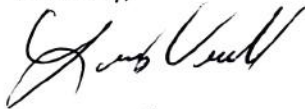
Corvallis, Oregon 97330

Dear Mr. Roberson;

The enclosed contract for water delivery needs to be signed before a notary, notarized and returned to Greenberry Irrigation District office. We would appreciate your getting this done as soon as possible.

If you have any questions regarding this contract please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Venell", written in a cursive style.

Larry Venell

President GID



GREENBERRY IRRIGATION DISTRICT  
"B" WATER DELIVERY CONTRACT

This Contract is made and executed as of the date set forth below by and between Greenberry Irrigation District, a municipal corporation, organized and existing pursuant to Oregon Revised Statute Chapter 545, herein referred to as "District," and Cliff Roberson herein referred to as "Landowner." This contract allows irrigation of 40.0 acres of Landowner's land in any irrigation season. See "Attachment A" as the legal description of these acres, necessary for this contract to be valid.

RECITALS:

A. District was formed by Order of the Board of Commissioners of Benton County, Oregon upon the Petition of owners of land susceptible to irrigation who desired to provide for the acquisition of sources of irrigation water; the construction of works for irrigation of their land; the reconstruction, betterment, extension, purchase, operation, and maintenance of works for the delivery of water; and the contracting by the District of the construction of such works and the acquisition of a supply of irrigation water for the mutual benefit of the land owners—members of the District.

B. Landowner or Landowner's predecessor in interest executed said Petition, agreed that Landowner's land would be included within the District, and requested that the Board of County Commissioners complete proceedings required for the formation of the District.

C. Prior to signing said Petition, Landowner was aware of the general plans for the formation of the District, construction and improvement of the water delivery system, and the intention to acquire a supply or supplies of water from various sources, including from the United States of America, Department of Interior, Bureau of Reclamation. Landowner was also aware that Landowner would be required to pay its proportionate share of the costs of acquiring the irrigation water, constructing and improving the delivery system, operating and maintaining the delivery system, and paying any debt the District may incur in the acquisition of the water or the construction and operation of the irrigation system.

D. Landowner understands and appreciates that for the District to obtain financing to acquire a source of water and construct the system necessary to deliver the water to the land within the District, each landowner in the District must agree to pay their proportionate share of the debt and costs incurred by the District for a period of years. Landowner also acknowledges that the District must retain ownership and control and be the holder of any water rights, permits, contractual rights or other interests in the water that the District will divert and deliver to its members. Finally, Landowner acknowledges and appreciates that District is a municipal corporation governed by a Board of Directors elected by the landowners within the District, and that the Board of Directors is vested by law with the authority and obligation to make and enforce Bylaws, rules, and regulations that the Board, in its sole discretion, deems appropriate for the operation and maintenance of the facilities and the delivery of irrigation water to the land within the District entitled to receive the water pursuant to Contracts made by and between the District and the landowners.

E. The District acknowledges and appreciates its obligation to carry out the terms of this Contract and its responsibility to the landowners within the District for acquiring sources of irrigation water, constructing, operating, and maintaining a delivery system, and allocating the available water and costs of operation and maintenance in an equitable manner among the landowners entitled to receive such water under the terms of Contracts between the landowners and the District.

## AGREEMENT

The District agrees to exercise reasonable care and effort to acquire a source of irrigation water and to deliver water to Landowner via the pipeline or lateral most convenient to the District to the land owned by Landowner. Landowner's land eligible for irrigation is described by the current District map and/or legal description. This is the Place of Use for District water rights, filed with the Oregon Water Resources Department and available at the District office.

Landowner agrees to receive and apply said water and pay the obligations and charges of the District under the following terms and conditions:

1. Use of Water. The water delivered to Landowner by the District shall be used solely for the beneficial purpose of irrigating agricultural crops or such other purposes as the District may hereafter approve.
2. Development. It is further understood that Greenberry Irrigation District will not provide water to industrial, commercial, residential or other non-agricultural land uses and development. In the event that Landowner chooses to develop their land for purposes other than agricultural production Landowner shall promptly transfer the Place of Use (POU) for the water supplied under the terms of this contract to an alternative location agreeable to the District. In the case that the POU cannot be or is not promptly transferred by the Landowner, Landowner does hereby give and grant to the District irrevocable right and Power of Attorney to transfer the POU to an alternative location selected by District's Board of Directors in the manner provided in paragraph 11 below.
3. Compliance with rights and contracts. Landowner agrees that it shall receive, apply, and use the water without waste and in compliance with any water right permits, certificates, or water delivery contracts owned, held, or managed by the District.
4. Water rights. The District currently holds two permits for the appropriation of water totaling 313.5 acre-feet and two permits for the storage of said water. The District also holds an agricultural water permit that services part of the District. The District has signed a Temporary Stored Water contract with the U. S. Department of Interior, Bureau of Reclamation for 7,500 acre-feet of water deliverable during the normal irrigation season. The District is in the process of negotiating with various departments and agencies of the United States and with the State of Oregon for an additional Water Supply Contract from the U. S. Department of Interior, Bureau of Reclamation, which Contract will be for 1,500 acre-feet to service recent requests. These two contracts, one in hand, one applied for, are of temporary nature, and may be insured by a

supplemental live flow water right from the State of Oregon, for which the District has applied. The District continues to pursue long term stored water contracts from U. S. Department of Interior, Bureau of Reclamation.

The District agrees to exercise reasonable effort to obtain said Contracts and then to obtain such loans, debt, or other financing as the District, in its sole discretion, deems appropriate for the construction of pipelines, pumping facilities, and other improvements required to divert the said water from the Willamette River and other diversions, and to deliver the water throughout the District and to Landowner's land. The type, location, capacity, and other attributes of the delivery system, including the location of the point of delivery to Landowner, shall be made by the District, in its sole discretion, as its Board of Directors of the District determines to be in the best interest of all of the landowners within the District.

5. Water from Existing Points of Diversion on Natural Water Bodies and Streams. Landowner recognized that natural water bodies such as the oxbow lakes and Muddy Creek, which make up part of the District's distribution system are over-allocated and that water would not exist during the full irrigation season and be available for use were it not for the District putting water into these systems. In all cases, including when a Landowner has existing water rights from such natural water bodies, all of the water used by from such bodies during the irrigation season is deemed to be water delivered by the District to Landowner pursuant to this Contract.

6. Water for other uses. Landowner recognizes that from time to time, and in agreement with appropriate organizations and agencies, District may put water into natural water bodies for beneficial uses other than irrigation, and these waters are not available for irrigation and must be left in-stream.

7. Development of Landowner's Distribution Irrigation System. Within 3 years after the date that the District obtains a permit from the State of Oregon for the use of water for the irrigation of Landowner's land and has commenced construction of the deliver system, Landowner shall make, construct, and implement a system for applying the water in a beneficial manner to all of the land described above. Landowner acknowledges that for District to perfect its rights to use and divert the water, the District must obtain and submit to the Oregon Department of Water Resources certain information concerning the facilities constructed by District and Landowner to deliver and apply the water to Landowner's land. In that process, District will retain a Certified Water Rights Examiner (CWRE) to map the land subject to irrigation from the District's system, including Landowner's point of diversion, and to describe Landowner's distribution system and to map the land being irrigated. Landowner agrees to apply the water delivered by the District to as much of Landowner's land included in the District as is reasonably possible and to fully cooperate with the District, the CWRE, and any other contractors, employees, or agents of the District involved in perfecting the water right and acquiring the information necessary to meet the requirements of Oregon's water code. The District, its employees, officers, engineers, and contractors shall have the right to enter onto Landowner's land at all reasonable times for the purpose of completing the final proof map of Landowner's use of the water, documenting Landowner's irrigation system, and acquiring any other information required by the State of Oregon to perfect and validate the use of the water.

8. Quantity of Water. Subject to the Bylaws, Rules and Regulations and Operational Procedures duly adopted by the District's Board of Directors, which may provide for the allocation and rotation of irrigation water to the District's landowners, District agrees to deliver to Landowner an amount of water that can be applied by Landowner beneficially and without waste at a rate of 1/80 of a cubic foot per second per acre and not to exceed a duty of 1.0 acre-feet for each acre actually irrigated by Landowner during the irrigation season. The established duty on the water right permits and certificates and in the Water Supply Contract with the United States is a maximum duty of 2.5 acre-feet per acre and the District will supply additional water above 1.0 acre-foot, up to legal duty at an additional charge per acre-inch. Said water shall be delivered by District to Landowner's individual point of diversion, as determined by the District. District will exercise reasonable care to provide water to Landowner at such times during the irrigation season as Landowner may require the water. The District shall not be responsible for delivery of water outside the water rights of the District or the Landowner or for nondelivery in the event water is not reasonably available due to any reason beyond the District's control or as a result of any failure of the District's delivery system from whatever cause. The District shall not be held liable for actions or inactions of employees, officers, the Board of Directors, contractors, or agents that do not constitute gross negligence, and then only to the limits of District's liability insurance coverage.

9. Easements and Rights of Way. At the time this Contract is made, District is in the process of completing the design of the system it intends to construct to deliver water to the lands within the District. The exact locations of those structures, which may include pipelines, pumps, open canals, ditches, drains, and laterals, are not known, but are shown generally on the District's easement map, which is available for review at the District office. Landowner acknowledges that it may be appropriate to construct portions of the delivery system on, across, or under Landowner's land. Landowner hereby grants to District perpetual right of ways and easements over, across, and under Landowner's land for any existing laterals, ditches, pipelines, or other conduits that will be used by District to carry water to and from Landowner's land and other water users served by the District, and for the construction, operation, and maintenance of such additional laterals, ditches, pipelines, and conduits as the District, in its sole discretion, deems appropriate for the benefit of the landowners of the District. The District agrees to treat Landowner in a manner similar to other members of the District, to install such laterals, ditches, pipelines, and conduits to the extent reasonable, as determined by the District in its sole discretion, in a manner that is least likely to interfere with the Landowner's use of its premises and improvements. Landowner acknowledges, however, that District's ability to locate or relocate easements and right of ways for improvements is limited by many constraints, including District's budget and its obligation to act for the benefit of all of its landowners. The width of any such easement or right of way shall be determined pursuant to District's schedule of uniform right of way attributes, which may be hereafter amended by the Directors of the District. Landowner and District agree that following the construction of such laterals, ditches, pipelines, and conduit, District shall cause its easements and right of ways to be surveyed, and District and Landowner agree to enter into a separate recordable instrument describing the location of the easements.

Landowner also grants to District a perpetual easement and servitude on the above-described land of Landowner for all percolation, seepage, leakage, overflow, flooding, or any failure of

District's system which now exists or which at any time heretofore has occurred or which may occur at any time in the future.

10. Fees and Charges. Landowner agrees to pay his proportionate share of all charges and fees levied by the District for the acquisition and perfection of irrigation water and water rights, the construction of the delivery system, including any debt payments and interest due thereon, and the annual costs of operating and maintaining the District. Landowner acknowledges that District intends to borrow the funds necessary for the construction of its irrigation system and that, if District fails to pay the amounts due to the lender, the lender shall have the right to charge and assess the landowners proportionately in the District directly for the amounts owed to the lender. It is agreed that all such charges and fees shall be payable when billed, and payment by the Landowner is not contingent upon the Landowner's use or nonuse of the water delivered by the District. Landowner's obligation to pay said charges and fees shall continue notwithstanding Landowner's abandonment and nonuse of the water supplied by the District. Landowner acknowledges that if Landowner is in default for failure to pay any charges or fees made by the District or under any terms of this or any other agreement entered into with the District, water delivery to Landowner's land shall be withheld by the District for so long as such default continues.

11. Place of Use of Water. This Contract grants to Landowner the right to use the water delivered by the District pursuant to this Contract on the land described above and no other. This Contract shall not be interpreted to vest in Landowner any water right, including, but not limited to, any right to transfer or sell the water contracted hereby. In the event that Landowner fails to use water provided by the District for a period of four continuous calendar years, then Landowner hereby irrevocably appoints District its attorney-in-fact for the limited purpose of transferring the water provided under this Contract to other land or for other uses within or without the District. Landowner agrees that Landowner shall have no standing whatsoever to contest any petition for a transfer of the water right by the District, and the District may execute any document required for such transfer on behalf of Landowner. In the event the District is able to transfer the water to other land, then the District shall make reasonable efforts to also transfer the obligation to pay any debt theretofore or thereafter incurred by the District proportionally to the transferee, and Landowner shall, thereafter, be relieved from the payment of any charges or fees the District may legally allocate to the land of the transferee.

12. Incorporation of Bylaws, Rules, and Regulations. The Bylaws and any rules and regulations of the Greenberry Irrigation District now existing and as may be hereafter be adopted or amended by the Board of Directors of the District are incorporated herein by this reference. Landowner agrees to be bound by and comply strictly with such Bylaws and Operational Procedures of the District.

13. Transfer of Title. In the event Landowner sells, bequeaths, gives, or otherwise transfers or relinquishes ownership of the land described above, Landowner shall remain fully liable for the payment of all charges and fees of the District until such time as the Landowner advises the District, in writing, of the name, address, and telephone number of the new owner of the land.

14. Alternative Dispute Resolution. In the event of any dispute between the parties to this Contract, before commencing legal action, the party seeking relief must give the other party written notice of the matters in controversy and designate three proposed mediators from the mediation/arbitration panels of the Circuit Court of Benton County, Oregon. The other party, within 10 days of receiving the notice shall select a mediator from said list, and the parties must immediately thereafter enter into good-faith mediation. If the matter is not resolved by mediation within 45 days after the first mediation session is conducted, the mediation must cease and either party may seek a judicial resolution. If either party fails to pursue and participate in good faith in the mediation, such party shall be deemed to have waived any right such party may have under the terms of this Contract or under state law to the award of costs of suit and attorney fees. The costs of mediation shall be shared equally by the parties. Provided, however, that if either party is determined by the mediator to have failed to participate in good faith in the mediation, the other party may recover from such defaulting party all costs of the mediation including any fee paid to the mediator and the party's actual expert witness and attorney fees.

15. Litigation Costs. In the event suit or action is instituted to enforce, interpret, or rescind any of the terms of this Contract or to have the parties' rights declared, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as expert witness and attorney's fees at trial or on appeal of such suit or action, including those attorney's fees and costs that may be incurred in enforcing or collecting any judgment arising out of this Contract, in addition to all other sums provided by law.

16. Binding Effect. It is understood and agreed that the rights and liabilities of the parties herein contained shall run with and be binding upon the land described above and on the successors and assigns of the parties.

17. Length of Contract. It is agreed between the parties hereto that this Contract shall extend for the period of time equal to the term of the Contract finally entered into between the District and the United States Department of Interior, Bureau of Reclamation for a long term water supply, and any additional length of time required to retire debt for any infrastructure or other indebtedness entered into by the District

18. Final Agreement. This Contract supersedes all agreements heretofore entered into between the parties or their predecessors, written or oral. In signing this Contract, both parties certify that they have carefully read this Contract and understand it to contain any and all details covering the delivery of irrigation water and the payment therefore to the land described in this Contract. This Contract may be terminated only by mutual written agreement of Landowner and District.

"B" Water Delivery Contract

Dated this 4<sup>th</sup> day of December, 2018.

LANDOWNER:

Clifford Roberson

GREENBERRY IRRIGATION DISTRICT

By: Gary Hall  
Board President

By: Edward B Radke  
Board Secretary

STATE OF OREGON, County of Benton) ss.

This instrument was acknowledged before me on this 4<sup>th</sup> day of December, 2018 by Frank Clifford Roberson, "Landowner."



Hannah Oldham  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 10-3-2022

STATE OF OREGON, County of Benton)

This instrument was acknowledged before me on this 21<sup>st</sup> day of November, 2018 by Larry E Venell, President of the Board of Directors of Greenberry Irrigation District, and by Edward B Radke, Secretary of the Board of Directors of Greenberry Irrigation District.



Robin Wang  
Notary Public for Oregon

My Commission Expires: 6/11/22

GREENBERRY IRRIGATION DISTRICT

"B" WATER DELIVERY CONTRACT

Attachment A

Cliff Roberson

Description

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>QTR QTR</u>	<u>SECTION</u>	<u>TAXLOT</u>	<u>ACRES</u>
T12S	R5W	SESE	27		40.00
					<u>40.00</u>



GREENBERRY IRRIGATION DISTRICT  
"A" WATER DELIVERY CONTRACT

This Contract is made and executed as of the date set forth below by and between Greenberry Irrigation District, a municipal corporation, organized and existing pursuant to Oregon Revised Statute Chapter 545, herein referred to as "District," and Cliff Roberson herein referred to as "Landowner." This contract allows irrigation of 50.0 acres of Landowner's land in any irrigation season. See "Attachment A" as the legal description of these acres, necessary for this contract to be valid.

RECITALS:

A. District was formed by Order of the Board of Commissioners of Benton County, Oregon upon the Petition of owners of land susceptible to irrigation who desired to provide for the acquisition of sources of irrigation water; the construction of works for irrigation of their land; the reconstruction, betterment, extension, purchase, operation, and maintenance of works for the delivery of water; and the contracting by the District of the construction of such works and the acquisition of a supply of irrigation water for the mutual benefit of the land owners—members of the District.

B. Landowner or Landowner's predecessor in interest executed said Petition, agreed that Landowner's land would be included within the District, and requested that the Board of County Commissioners complete proceedings required for the formation of the District.

C. Prior to signing said Petition, Landowner was aware of the general plans for the formation of the District, construction and improvement of the water delivery system, and the intention to acquire a supply or supplies of water from various sources, including from the United States of America, Department of Interior, Bureau of Reclamation. Landowner was also aware that Landowner would be required to pay its proportionate share of the costs of acquiring the irrigation water, constructing and improving the delivery system, operating and maintaining the delivery system, and paying any debt the District may incur in the acquisition of the water or the construction and operation of the irrigation system.

D. Landowner understands and appreciates that for the District to obtain financing to acquire a source of water and construct the system necessary to deliver the water to the land within the District, each landowner in the District must agree to pay their proportionate share of the debt and costs incurred by the District for a period of years. Landowner also acknowledges that the District must retain ownership and control and be the holder of any water rights, permits, contractual rights or other interests in the water that the District will divert and deliver to its members. Finally, Landowner acknowledges and appreciates that District is a municipal corporation governed by a Board of Directors elected by the landowners within the District, and that the Board of Directors is vested by law with the authority and obligation to make and enforce Bylaws, rules, and regulations that the Board, in its sole discretion, deems appropriate for the operation and maintenance of the facilities and the delivery of irrigation water to the land within the District entitled to receive the water pursuant to Contracts made by and between the District and the landowners.

E. The District acknowledges and appreciates its obligation to carry out the terms of this Contract and its responsibility to the landowners within the District for acquiring sources of irrigation water, constructing, operating, and maintaining a delivery system, and allocating the available water and costs of operation and maintenance in an equitable manner among the landowners entitled to receive such water under the terms of Contracts between the landowners and the District.

## AGREEMENT

The District agrees to exercise reasonable care and effort to acquire a source of irrigation water and to deliver water to Landowner via the pipeline or lateral most convenient to the District to the land owned by Landowner. Landowner's land eligible for irrigation is described by the current District map and/or legal description. This is the Place of Use for District water rights, filed with the Oregon Water Resources Department and available at the District office.

Landowner agrees to receive and apply said water and pay the obligations and charges of the District under the following terms and conditions:

1. Use of Water. The water delivered to Landowner by the District shall be used solely for the beneficial purpose of irrigating agricultural crops or such other purposes as the District may hereafter approve.
2. Development. It is further understood that Greenberry Irrigation District will not provide water to industrial, commercial, residential or other non-agricultural land uses and development. In the event that Landowner chooses to develop their land for purposes other than agricultural production Landowner shall promptly transfer the Place of Use (POU) for the water supplied under the terms of this contract to an alternative location agreeable to the District. In the case that the POU cannot be or is not promptly transferred by the Landowner, Landowner does hereby give and grant to the District irrevocable right and Power of Attorney to transfer the POU to an alternative location selected by District's Board of Directors in the manner provided in paragraph 11 below.
3. Compliance with rights and contracts. Landowner agrees that it shall receive, apply, and use the water without waste and in compliance with any water right permits, certificates, or water delivery contracts owned, held, or managed by the District.
4. Water rights. The District currently holds two permits for the appropriation of water totaling 313.5 acre-feet and two permits for the storage of said water. The District also holds an agricultural water permit that services part of the District. The District has signed a Temporary Stored Water contract with the U. S. Department of Interior, Bureau of Reclamation for 7,500 acre-feet of water deliverable during the normal irrigation season. The District is in the process of negotiating with various departments and agencies of the United States and with the State of Oregon for an additional Water Supply Contract from the U. S. Department of Interior, Bureau of Reclamation, which Contract will be for 1,500 acre-feet to service recent requests. These two contracts, one in hand, one applied for, are of temporary nature, and may be insured by a

supplemental live flow water right from the State of Oregon, for which the District has applied. The District continues to pursue long term stored water contracts from U. S. Department of Interior, Bureau of Reclamation.

The District agrees to exercise reasonable effort to obtain said Contracts and then to obtain such loans, debt, or other financing as the District, in its sole discretion, deems appropriate for the construction of pipelines, pumping facilities, and other improvements required to divert the said water from the Willamette River and other diversions, and to deliver the water throughout the District and to Landowner's land. The type, location, capacity, and other attributes of the delivery system, including the location of the point of delivery to Landowner, shall be made by the District, in its sole discretion, as its Board of Directors of the District determines to be in the best interest of all of the landowners within the District.

5. Water from Existing Points of Diversion on Natural Water Bodies and Streams. Landowner recognized that natural water bodies such as the oxbow lakes and Muddy Creek, which make up part of the District's distribution system are over-allocated and that water would not exist during the full irrigation season and be available for use were it not for the District putting water into these systems. In all cases, including when a Landowner has existing water rights from such natural water bodies, all of the water used by from such bodies during the irrigation season is deemed to be water delivered by the District to Landowner pursuant to this Contract.

6. Water for other uses. Landowner recognizes that from time to time, and in agreement with appropriate organizations and agencies, District may put water into natural water bodies for beneficial uses other than irrigation, and these waters are not available for irrigation and must be left in-stream.

7. Development of Landowner's Distribution Irrigation System. Within 3 years after the date that the District obtains a permit from the State of Oregon for the use of water for the irrigation of Landowner's land and has commenced construction of the deliver system, Landowner shall make, construct, and implement a system for applying the water in a beneficial manner to all of the land described above. Landowner acknowledges that for District to perfect its rights to use and divert the water, the District must obtain and submit to the Oregon Department of Water Resources certain information concerning the facilities constructed by District and Landowner to deliver and apply the water to Landowner's land. In that process, District will retain a Certified Water Rights Examiner (CWRE) to map the land subject to irrigation from the District's system, including Landowner's point of diversion, and to describe Landowner's distribution system and to map the land being irrigated. Landowner agrees to apply the water delivered by the District to as much of Landowner's land included in the District as is reasonably possible and to fully cooperate with the District, the CWRE, and any other contractors, employees, or agents of the District involved in perfecting the water right and acquiring the information necessary to meet the requirements of Oregon's water code. The District, its employees, officers, engineers, and contractors shall have the right to enter onto Landowner's land at all reasonable times for the purpose of completing the final proof map of Landowner's use of the water, documenting Landowner's irrigation system, and acquiring any other information required by the State of Oregon to perfect and validate the use of the water.

8. Quantity of Water. Subject to the Bylaws, Rules and Regulations and Operational Procedures duly adopted by the District's Board of Directors, which may provide for the allocation and rotation of irrigation water to the District's landowners, District agrees to deliver to Landowner an amount of water that can be applied by Landowner beneficially and without waste at a rate of 1/80 of a cubic foot per second per acre and not to exceed a duty of 1.0 acre-feet for each acre actually irrigated by Landowner during the irrigation season. The established duty on the water right permits and certificates and in the Water Supply Contract with the United States is a maximum duty of 2.5 acre-feet per acre and the District will supply additional water above 1.0 acre-foot, up to legal duty at an additional charge per acre-inch. Said water shall be delivered by District to Landowner's individual point of diversion, as determined by the District. District will exercise reasonable care to provide water to Landowner at such times during the irrigation season as Landowner may require the water. The District shall not be responsible for delivery of water outside the water rights of the District or the Landowner or for nondelivery in the event water is not reasonably available due to any reason beyond the District's control or as a result of any failure of the District's delivery system from whatever cause. The District shall not be held liable for actions or inactions of employees, officers, the Board of Directors, contractors, or agents that do not constitute gross negligence, and then only to the limits of District's liability insurance coverage.

9. Easements and Rights of Way. At the time this Contract is made, District is in the process of completing the design of the system it intends to construct to deliver water to the lands within the District. The exact locations of those structures, which may include pipelines, pumps, open canals, ditches, drains, and laterals, are not known, but are shown generally on the District's easement map, which is available for review at the District office. Landowner acknowledges that it may be appropriate to construct portions of the delivery system on, across, or under Landowner's land. Landowner hereby grants to District perpetual right of ways and easements over, across, and under Landowner's land for any existing laterals, ditches, pipelines, or other conduits that will be used by District to carry water to and from Landowner's land and other water users served by the District, and for the construction, operation, and maintenance of such additional laterals, ditches, pipelines, and conduits as the District, in its sole discretion, deems appropriate for the benefit of the landowners of the District. The District agrees to treat Landowner in a manner similar to other members of the District, to install such laterals, ditches, pipelines, and conduits to the extent reasonable, as determined by the District in its sole discretion, in a manner that is least likely to interfere with the Landowner's use of its premises and improvements. Landowner acknowledges, however, that District's ability to locate or relocate easements and right of ways for improvements is limited by many constraints, including District's budget and its obligation to act for the benefit of all of its landowners. The width of any such easement or right of way shall be determined pursuant to District's schedule of uniform right of way attributes, which may be hereafter amended by the Directors of the District. Landowner and District agree that following the construction of such laterals, ditches, pipelines, and conduit, District shall cause its easements and right of ways to be surveyed, and District and Landowner agree to enter into a separate recordable instrument describing the location of the easements.

Landowner also grants to District a perpetual easement and servitude on the above-described land of Landowner for all percolation, seepage, leakage, overflow, flooding, or any failure of

District's system which now exists or which at any time heretofore has occurred or which may occur at any time in the future.

10. Fees and Charges. Landowner agrees to pay his proportionate share of all charges and fees levied by the District for the acquisition and perfection of irrigation water and water rights, the construction of the delivery system, including any debt payments and interest due thereon, and the annual costs of operating and maintaining the District. Landowner acknowledges that District intends to borrow the funds necessary for the construction of its irrigation system and that, if District fails to pay the amounts due to the lender, the lender shall have the right to charge and assess the landowners proportionately in the District directly for the amounts owed to the lender. It is agreed that all such charges and fees shall be payable when billed, and payment by the Landowner is not contingent upon the Landowner's use or nonuse of the water delivered by the District. Landowner's obligation to pay said charges and fees shall continue notwithstanding Landowner's abandonment and nonuse of the water supplied by the District. Landowner acknowledges that if Landowner is in default for failure to pay any charges or fees made by the District or under any terms of this or any other agreement entered into with the District, water delivery to Landowner's land shall be withheld by the District for so long as such default continues.

11. Place of Use of Water. This Contract grants to Landowner the right to use the water delivered by the District pursuant to this Contract on the land described above and no other. This Contract shall not be interpreted to vest in Landowner any water right, including, but not limited to, any right to transfer or sell the water contracted hereby. In the event that Landowner fails to use water provided by the District for a period of four continuous calendar years, then Landowner hereby irrevocably appoints District its attorney-in-fact for the limited purpose of transferring the water provided under this Contract to other land or for other uses within or without the District. Landowner agrees that Landowner shall have no standing whatsoever to contest any petition for a transfer of the water right by the District, and the District may execute any document required for such transfer on behalf of Landowner. In the event the District is able to transfer the water to other land, then the District shall make reasonable efforts to also transfer the obligation to pay any debt theretofore or thereafter incurred by the District proportionally to the transferee, and Landowner shall, thereafter, be relieved from the payment of any charges or fees the District may legally allocate to the land of the transferee.

12. Incorporation of Bylaws, Rules, and Regulations. The Bylaws and any rules and regulations of the Greenberry Irrigation District now existing and as may be hereafter be adopted or amended by the Board of Directors of the District are incorporated herein by this reference. Landowner agrees to be bound by and comply strictly with such Bylaws and Operational Procedures of the District.

13. Transfer of Title. In the event Landowner sells, bequeaths, gives, or otherwise transfers or relinquishes ownership of the land described above, Landowner shall remain fully liable for the payment of all charges and fees of the District until such time as the Landowner advises the District, in writing, of the name, address, and telephone number of the new owner of the land.

14. Alternative Dispute Resolution. In the event of any dispute between the parties to this Contract, before commencing legal action, the party seeking relief must give the other party written notice of the matters in controversy and designate three proposed mediators from the mediation/arbitration panels of the Circuit Court of Benton County, Oregon. The other party, within 10 days of receiving the notice shall select a mediator from said list, and the parties must immediately thereafter enter into good-faith mediation. If the matter is not resolved by mediation within 45 days after the first mediation session is conducted, the mediation must cease and either party may seek a judicial resolution. If either party fails to pursue and participate in good faith in the mediation, such party shall be deemed to have waived any right such party may have under the terms of this Contract or under state law to the award of costs of suit and attorney fees. The costs of mediation shall be shared equally by the parties. Provided, however, that if either party is determined by the mediator to have failed to participate in good faith in the mediation, the other party may recover from such defaulting party all costs of the mediation including any fee paid to the mediator and the party's actual expert witness and attorney fees.

15. Litigation Costs. In the event suit or action is instituted to enforce, interpret, or rescind any of the terms of this Contract or to have the parties' rights declared, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as expert witness and attorney's fees at trial or on appeal of such suit or action, including those attorney's fees and costs that may be incurred in enforcing or collecting any judgment arising out of this Contract, in addition to all other sums provided by law.

16. Binding Effect. It is understood and agreed that the rights and liabilities of the parties herein contained shall run with and be binding upon the land described above and on the successors and assigns of the parties.

17. Length of Contract. It is agreed between the parties hereto that this Contract shall extend for the period of time equal to the term of the Contract finally entered into between the District and the United States Department of Interior, Bureau of Reclamation for a long term water supply, and any additional length of time required to retire debt for any infrastructure or other indebtedness entered into by the District

18. Final Agreement. This Contract supersedes all agreements heretofore entered into between the parties or their predecessors, written or oral. In signing this Contract, both parties certify that they have carefully read this Contract and understand it to contain any and all details covering the delivery of irrigation water and the payment therefore to the land described in this Contract. This Contract may be terminated only by mutual written agreement of Landowner and District.

"A" Water Delivery Contract

Dated this 3<sup>rd</sup> day of January, 2017.

LANDOWNER:

Cliff Roberson, MD

GREENBERRY IRRIGATION DISTRICT

By: Gay Vell  
Board President

By: Edward Rankke  
Board Secretary

STATE OF OREGON, County of Benton) ss.

This instrument was acknowledged before me on this 3<sup>rd</sup> day of January, 2017 by Cliff Roberson, "Landowner."

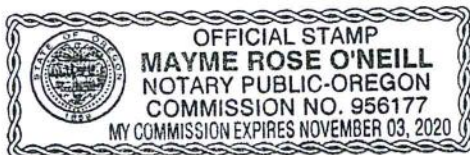


Nicole Marie Jenkins  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 02/21/20

STATE OF OREGON, County of Benton) ss.

This instrument was acknowledged before me on this 17<sup>th</sup> day of March, 2017 by Larry Venell, President of the Board of Directors of Greenberry Irrigation District, and by Edward Rankke, Secretary of the Board of Directors of Greenberry Irrigation District.



Mayme O'Neill  
Notary Public for Oregon

My Commission Expires: 11-03-2020

GREENBERRY IRRIGATION DISTRICT

"A" WATER DELIVERY CONTRACT

Attachment A

Cliff Roberson

Description

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>QTR QTR</u>	<u>SECTION</u>	<u>TAXLOT</u>	<u>ACRES</u>
T12S	R5W	NESE	27		10.00
T12S	R5W	SESE	27		40.00
					<hr/>
					<b>50.00</b>
					<hr/>



# YIELDS

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*2022 AND 2023*

INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



<b>2022</b>	<b>VARIETY</b>	<b>LBS</b>		<b>2022</b>	<b>VARIETY</b>	<b>LBS</b>
	Wepster	23,836			Duke	96,554
	Sacajawea	107,707			Draper	121,250
	McDonald	51,255				
	Jefferson	32,961			<b>TOTAL</b>	217,804
	<b>TOTAL</b>	215,759				
<b>2023</b>	<b>VARIETY</b>	<b>LBS</b>				
	Duke	3,747				
	Duke	23,774.40				
	Duke	24,214				
	Duke	23,062				
	Duke	22394				
	Duke	24132				
	Draper	17,056				
	Draper	25,994				
	Draper	23,041				
		2,363.50				
	Draper	22,022.82				
		2,270.88				
	Draper	11,731.32				
		1,853.48				



# Payment Report By Orchard

Raptor Ag LLC [RAP]

2022 Crop Year

Lot Number	Date Received	Received Weight	Merchant Weight	Gross Value	Bonus Premium	Variety Premium	Jumbo Premium	Hauling Allowance	Clean/Dry Charges	O.H.C. Charge	Sorting Charge	Net Payment
Dr Jones 1 [McDonald]												
45579	9/23/2022	31,180.0	25,395.0	\$13,459.35	\$0.00	\$0.00	\$0.00	\$253.95	\$1,425.51	\$215.86	\$0.00	\$12,071.93
45721	10/10/2022	25,825.0	22,100.0	\$11,713.00	\$0.00	\$0.00	\$0.00	\$221.00	\$832.92	\$187.85	\$0.00	\$10,913.23
45911	10/21/2022	3,540.0	2,642.0	\$1,400.26	\$0.00	\$0.00	\$0.00	\$26.42	\$158.64	\$22.46	\$0.00	\$1,245.58
<b>TOTALS:</b>		60,545.0	50,137.0	\$26,572.61	\$0.00	\$0.00	\$0.00	\$501.37	\$2,417.07	\$426.17	\$0.00	\$24,230.74

Total Premiums: **\$0.00**

Total Charges: **(\$2,843.00)**

## SUMMARY BREAKDOWN

Payee	Merchant Weight	Gross Value	Total Premiums	Hauling Allowance	Total Charges	Net Payment
Raptor Ag LLC [RAP] - 100%	50,137.0	\$26,572.61	\$0.00	\$501.37	\$2,589.30	\$24,230.74
<b>Grand Total:</b>	50,137.0	\$26,572.61	\$0.00	\$501.37	\$2,589.30	\$24,230.74



# Payment Report By Orchard

Page # 4 of 30

Print Date: 1/19/2023 7:15:19 AM

Raptor Ag LLC [RAP]

2022 Crop Year

Lot Number	Date Received	Received Weight	Merchant Weight	Gross Value	Bonus Premium	Variety Premium	Jumbo Premium	Hauling Allowance	Clean/Dry Charges	O.H.C. Charge	Sorting Charge	Net Payment
Dr Jones 1 [Wepster]												
45603	9/28/2022	14,290.0	11,639.0	\$5,470.33	\$0.00	\$0.00	\$0.00	\$116.39	\$534.67	\$98.93	\$0.00	\$4,953.12
45720	10/10/2022	14,125.0	11,780.0	\$5,536.60	\$0.00	\$0.00	\$0.00	\$117.80	\$502.98	\$100.13	\$0.00	\$5,051.29
<b>TOTALS:</b>		28,415.0	23,419.0	\$11,006.93	\$0.00	\$0.00	\$0.00	\$234.19	\$1,037.65	\$199.06	\$0.00	\$10,004.41

Total Premiums: **\$0.00**

Total Charges: **(\$1,236.00)**

## SUMMARY BREAKDOWN

Payee	Merchant Weight	Gross Value	Total Premiums	Hauling Allowance	Total Charges	Net Payment
Raptor Ag LLC [RAP] - 100%	23,419.0	\$11,006.93	\$0.00	\$234.19	\$1,236.71	\$10,004.41
<b>Grand Total:</b>	23,419.0	\$11,006.93	\$0.00	\$234.19	\$1,236.71	\$10,004.41



# Payment Report By Orchard

Raptor Ag LLC [RAP]

2022 Crop Year

Lot Number	Date Received	Received Weight	Merchant Weight	Gross Value	Bonus Premium	Variety Premium	Jumbo Premium	Hauling Allowance	Clean/Dry Charges	O.H.C. Charge	Sorting Charge	Net Payment
<b>Dr Jones 2 [Jefferson]</b>												
45874	10/20/2022	35,100.0	28,169.0	\$11,267.60	\$0.00	\$0.00	\$0.00	\$281.69	\$1,587.41	\$239.44	\$96.39	\$9,626.05
45887	10/20/2022	40,200.0	34,154.0	\$13,661.60	\$0.00	\$0.00	\$0.00	\$341.54	\$1,708.27	\$290.31	\$0.00	\$12,004.56
45893	10/20/2022	9,520.0	8,872.0	\$3,548.80	\$0.00	\$0.00	\$0.00	\$88.72	\$328.22	\$75.41	\$0.00	\$3,233.89
<b>TOTALS:</b>		84,820.0	71,195.0	\$28,478.00	\$0.00	\$0.00	\$0.00	\$711.95	\$3,623.90	\$605.16	\$96.39	\$24,864.50

Total Premiums: **\$0.00**

Total Charges: **(\$4,229.00)**

## SUMMARY BREAKDOWN

Payee	Merchant Weight	Gross Value	Total Premiums	Hauling Allowance	Total Charges	Net Payment
Raptor Ag LLC [RAP] - 100%	71,195.0	\$28,478.00	\$0.00	\$711.95	\$3,613.51	\$24,864.50
<b>Grand Total:</b>	71,195.0	\$28,478.00	\$0.00	\$711.95	\$3,613.51	\$24,864.50



# Payment Report By Orchard

Raptor Ag LLC [RAP]

2022 Crop Year

Lot Number	Date Received	Received Weight	Merchant Weight	Gross Value	Bonus Premium	Variety Premium	Jumbo Premium	Hauling Allowance	Clean/Dry Charges	O.H.C. Charge	Sorting Charge	Net Payment
<b>Dr Jones 2 [Sacajawea]</b>												
45591	9/27/2022	40,500.0	33,779.0	\$17,902.87	\$0.00	\$0.00	\$0.00	\$337.79	\$1,736.87	\$287.12	\$0.00	\$16,216.67
45595	9/27/2022	36,860.0	30,466.0	\$16,146.98	\$0.00	\$0.00	\$0.00	\$304.66	\$1,633.28	\$258.96	\$0.00	\$14,559.40
45652	10/5/2022	33,760.0	26,367.0	\$13,974.51	\$0.00	\$0.00	\$0.00	\$263.67	\$1,655.35	\$224.12	\$0.00	\$12,358.71
45661	10/5/2022	18,400.0	14,610.0	\$7,743.30	\$0.00	\$0.00	\$0.00	\$146.10	\$852.97	\$124.19	\$0.00	\$6,912.24
<b>TOTALS:</b>		129,520.0	105,222.0	\$55,767.66	\$0.00	\$0.00	\$0.00	\$1,052.22	\$5,878.47	\$894.39	\$0.00	\$50,047.02

Total Premiums: **\$0.00**

Total Charges: **(\$6,772.00)**

## SUMMARY BREAKDOWN

Payee	Merchant Weight	Gross Value	Total Premiums	Hauling Allowance	Total Charges	Net Payment
Raptor Ag LLC [RAP] - 100%	105,222.0	\$55,767.66	\$0.00	\$1,052.22	\$5,720.62	\$50,047.02
<b>Grand Total:</b>	105,222.0	\$55,767.66	\$0.00	\$1,052.22	\$5,720.62	\$50,047.02



# Payment Report By Orchard

Raptor Ag LLC [RAP]

2023 Crop Year

Lot Number	Date Received	Received Weight	Merchant Weight	Gross Value	Bonus Premium	Variety Premium	Jumbo Premium	Hauling Allowance	Clean/Dry Charges	O.H.C. Charge	Sorting Charge	Net Payment
Dr Jones 1 [McDonald]												
78242	10/9/2023	8,135.0	6,598.0	\$3,628.90	\$0.00	\$0.00	\$0.00	\$0.00	\$305.07	\$56.08	\$0.00	\$3,267.75
78265	10/11/2023	59,520.0	50,403.0	\$27,721.65	\$0.00	\$0.00	\$0.00	\$0.00	\$2,237.71	\$428.43	\$0.00	\$25,055.51
<b>TOTALS:</b>		67,655.0	57,001.0	\$31,350.55	\$0.00	\$0.00	\$0.00	\$0.00	\$2,542.78	\$484.51	\$0.00	\$28,323.26

Total Premiums: **\$0.00**

Total Charges: **(\$3,027.00)**

## SUMMARY BREAKDOWN

Payee	Merchant Weight	Gross Value	Total Premiums	Hauling Allowance	Total Charges	Total Deductions	Net Payment
Raptor Ag LLC [RAP] - 100%	57,001.0	\$31,350.55	\$0.00	\$0.00	\$2,775.28		\$28,323.26
<b>Grand Total:</b>	57,001.0	\$31,350.55	\$0.00	\$0.00	\$2,775.28		\$28,323.26



# Payment Report By Orchard

Raptor Ag LLC [RAP]

2023 Crop Year

Lot Number	Date Received	Received Weight	Merchant Weight	Gross Value	Bonus Premium	Variety Premium	Jumbo Premium	Hauling Allowance	Clean/Dry Charges	O.H.C. Charge	Sorting Charge	Net Payment
Dr Jones 1 [Wepster]												
78224	10/9/2023	27,120.0	21,964.0	\$10,982.00	\$0.00	\$0.00	\$0.00	\$0.00	\$995.04	\$186.69	\$0.00	\$9,800.27
78241	10/9/2023	4,485.0	3,666.0	\$1,833.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167.81	\$31.16	\$0.00	\$1,634.03
<b>TOTALS:</b>		31,605.0	25,630.0	\$12,815.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,162.85	\$217.85	\$0.00	\$11,434.30

Total Premiums: **\$0.00**

Total Charges: **(\$1,380.00)**

## SUMMARY BREAKDOWN

Payee	Merchant Weight	Gross Value	Total Premiums	Hauling Allowance	Total Charges	Total Deductions	Net Payment
Raptor Ag LLC [RAP] - 100%	25,630.0	\$12,815.00	\$0.00	\$0.00	\$1,380.70		\$11,434.30
<b>Grand Total:</b>	25,630.0	\$12,815.00	\$0.00	\$0.00	\$1,380.70		\$11,434.30





# Payment Report By Orchard

Page # 7 of 38

Print Date: 12/18/2023 8:20:35 AM

Raptor Ag LLC [RAP]

2023 Crop Year

Lot Number	Date Received	Received Weight	Merchant Weight	Gross Value	Bonus Premium	Variety Premium	Jumbo Premium	Hauling Allowance	Clean/Dry Charges	O.H.C. Charge	Sorting Charge	Net Payment
Dr Jones 2 [Jefferson]												
78428	10/23/2023	52,320.0	34,886.0	\$15,698.70	\$0.00	\$0.00	\$0.00	\$0.00	\$2,864.52	\$296.53	\$0.00	\$12,537.65
78432	10/23/2023	57,280.0	36,674.0	\$16,503.30	\$0.00	\$0.00	\$0.00	\$0.00	\$3,326.49	\$311.73	\$0.00	\$12,865.08
78437	10/23/2023	25,560.0	19,093.0	\$8,591.85	\$0.00	\$0.00	\$0.00	\$0.00	\$1,222.69	\$162.29	\$0.00	\$7,206.87
<b>TOTALS:</b>		135,160.0	90,653.0	\$40,793.85	\$0.00	\$0.00	\$0.00	\$0.00	\$7,413.70	\$770.55	\$0.00	\$32,609.60

Total Premiums: **\$0.00**

Total Charges: **(\$8,184.00)**

## SUMMARY BREAKDOWN

Payee	Merchant Weight	Gross Value	Total Premiums	Hauling Allowance	Total Charges	Total Deductions	Net Payment
Raptor Ag LLC [RAP] - 100%	90,653.0	\$40,793.85	\$0.00	\$0.00	\$7,730.98		\$32,609.60
<b>Grand Total:</b>	90,653.0	\$40,793.85	\$0.00	\$0.00	\$7,730.98		\$32,609.60



# Payment Report By Orchard

Page # 8 of 38

Print Date: 12/18/2023 8:20:36 AM

Raptor Ag LLC [RAP]

2023 Crop Year

Lot Number	Date Received	Received Weight	Merchant Weight	Gross Value	Bonus Premium	Variety Premium	Jumbo Premium	Hauling Allowance	Clean/Dry Charges	O.H.C. Charge	Sorting Charge	Net Payment
Dr Jones 2 [Sacajawea]												
78168	10/7/2023	60,140.0	34,780.0	\$19,129.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,851.05	\$295.63	\$0.00	\$14,982.32
78185	10/8/2023	57,500.0	42,022.0	\$23,112.10	\$0.00	\$0.00	\$0.00	\$0.00	\$2,800.75	\$357.19	\$0.00	\$19,954.16
78199	10/8/2023	43,280.0	33,008.0	\$18,154.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,917.37	\$280.57	\$0.00	\$15,956.46
<b>TOTALS:</b>		160,920.0	109,810.0	\$60,395.50	\$0.00	\$0.00	\$0.00	\$0.00	\$8,569.17	\$933.39	\$0.00	\$50,892.94

Total Premiums: **\$0.00**

Total Charges: **(\$9,502.00)**

## SUMMARY BREAKDOWN

Payee	Merchant Weight	Gross Value	Total Premiums	Hauling Allowance	Total Charges	Total Deductions	Net Payment
Raptor Ag LLC [RAP] - 100%	109,810.0	\$60,395.50	\$0.00	\$0.00	\$8,953.51		\$50,892.94
<b>Grand Total:</b>	109,810.0	\$60,395.50	\$0.00	\$0.00	\$8,953.51		\$50,892.94

# EASEMENT

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INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



Until a change is requested,  
send tax statements to:

No Change

After recording return to:

CARY B. STEPHENS  
BARNHISEL BARLOW STEPHENS &  
COSTA, PC  
P.O. BOX 396  
CORVALLIS, OREGON 97339

**COPY**

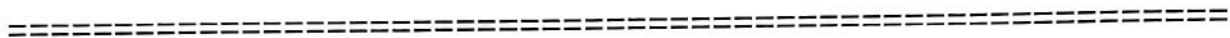
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Cnt=1 Str=47 COUNTER2  
\$20.00 \$20.00 \$11.00 \$62.00 \$10.00 \$143.00



00366106201805731240040044

I, James V. Morales, County Clerk for Benton  
County, Oregon, certify that the instrument  
identified herein was recorded in the Clerk  
records.

James V. Morales - County Clerk



**DRIVEWAY and UTILITY EASEMENT**

We, Rod E. Murphy and Doreen M. Murphy, Grantors, for adequate consideration, the receipt of which is hereby acknowledged, and the further consideration of the performance of the covenants and agreements by the Grantee, as set out and expressed below, do hereby grant, remise and relinquish to C Rob Farms, LLC, Grantee, owner of that certain real property (the "Benefitted Property") located in Benton County, Oregon, described as:

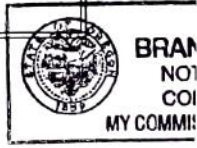
See Exhibit A

his/her/its/their successors and assignees, a perpetual non-exclusive driveway and utility easement over the property described on Exhibit B.

Use of the easement shall be limited to vehicular use for residential or agricultural purposes to access to the Benefitted Property and for installation of utilities to serve the Benefitted Property and shall be subject to the following terms:

- 1) Grantor and Grantee shall be solely responsible for any damage they may cause to the driveway.
- 2) The cost of all other general maintenance of the easement shall be shared in proportion to the use made of the easement as per ORS 105.175 (3)&(4); and

This instrument, and the covenants and agreements contained in this instrument shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, assigns and lessees of the respective parties and shall run with the land.



IN WITNESS WHEREOF, each party to this instrument has caused it to be executed on the dated indicated below.

Grantors:

Grantee: C Rob Farms, LLC

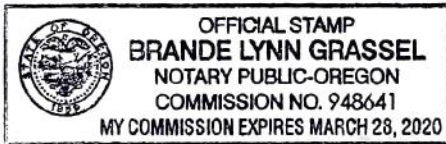
[Signature]  
Rod E. Murphy

[Signature]  
Frank Clifford Roberson, Member

[Signature]  
Doreen M. Murphy

STATE OF OREGON )  
County of Benton ) ss.

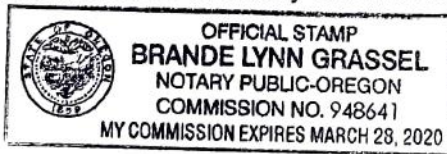
Personally appeared the above-named Rod E. Murphy and acknowledged the foregoing instrument to be his voluntary act and deed. on 8/2/18. RB



Brande Grassel  
Notary Public for the State of Oregon  
My Commission Expires: 03/28/2020

STATE OF OREGON )  
County of Benton ) ss.

Personally appeared the above-named Doreen M. Murphy and acknowledged the foregoing instrument to be his voluntary act and deed. on 8/2/18. RB



Brande Grassel  
Notary Public for the State of Oregon  
My Commission Expires: 03/28/2020

STATE OF OREGON )  
County of Benton ) ss.

Personally appeared the above-named Frank Clifford Roberson, as Member of C Rob Farms, LLC and acknowledged the foregoing instrument to be its voluntary act and deed. on 8/2/18. RB



Brande Grassel  
Notary Public for the State of Oregon  
My Commission Expires: 03/28/2020

OFFICIAL STAMP  
BRANDE LYNN GRASSEL  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 948641  
MY COMMISSION EXPIRES MARCH 28, 2020  
UTILITY EASEMENT  
PAGE 2

## EXHIBIT A

### Parcel I:

Beginning at a point on the Easterly right of way line of the Southern Pacific Company Railroad and South line of the Thomas Norris Donation Land Claim No. 58 in Township 12 South, Range 5 West of the Willamette Meridian in Benton County, Oregon, said beginning point being North 89° 48' East 2,861.81 feet from the Southwest corner of the said Donation Land Claim, and running thence North 5° 30' East 520.0 feet along said Easterly right of way line; thence South 87° 00' East 1,510.50 feet to the Westerly right of way line of the State Highway (U.S. 99W); thence South 4° 15' West 431.47 feet along said Westerly right of way line to the South line of the Thomas Norris Donation Land Claim No. 58; thence South 98° 48' West 1,526.41 feet along said South line to the point of beginning, in the County of Benton and State of Oregon.

### Parcel II:

Beginning at a point on the center line of the State Highway between Corvallis and Eugene, which point is on the South line, extended Easterly, of the tract of land described in deed recorded Book 102, Page 497, Benton County, Oregon Deed Records, 0.608 chains North 89° 48' East of a 2 inch pipe, the Northeast corner thereof, and which point is 62.619 chains South 89° 52' East along the claim line and 28.963 chains South 4° 16' West and 2.682 chains South 4° 27' West along said center line from the Northwest corner of the Samuel Gage Donation Land Claim No. 57, Township 12 South, Range 5 West, Willamette Meridian in Benton County, Oregon and running thence along the South line of said tract South 89° 48' West (recorded South 89° 59' West) 21.407 chains to a 2 inch pipe on the East right of way line of the Corvallis and Alsea River Railroad (now Southern Pacific), the Southwest corner of said tract; thence South 5° 29 3/4' West along said right of way line 89.280 chains to a 2 inch pipe, the Northwest corner of the tract of land described in deed recorded in Book 102, Page 495 said Deed Records; thence South 87° East along the North line of said latter tract and the same extended 23.491 chains to the center line of said Highway; thence along said center line North 4° 18' East 19.610 chains, North 4° 08 1/2' East 43.680 chains, North 1° 25' East 5.186 chains, and North 4° 27' East 18.796 chains to the point of beginning, in the County of Benton and State of Oregon.

### EXCEPTING THEREFROM:

That portion which lies Northerly of the Southerly line of the following described parcel:

Beginning at the Northwest corner of that tract of land, described by deed recorded in Book 102, Page 495 of the Benton County Deed Records. Said point being North 89° 48' East 2,861.81 feet along the South claim line and North 5° 30' East along the East right of way line of the Southern Pacific Railroad 520.0 feet from the Southwest corner of the Thomas Norris Donation Land Claim No. 58, in Township 12 South, Range 5 West, Willamette Meridian, Benton County, Oregon; thence North 05° 30' East along said railroad right of way line 2,872.59 feet to the true point of beginning; thence South 84° 30' East 458.62 feet to a 5/8 inch iron rod; thence North 63° 55 1/2' East 347.40 feet to a 5/8 inch iron rod; thence North 52° 42 1/2' East 184.22 feet to a 5/8 inch iron rod; thence North 14° 44 1/2' East 206.72 feet to a 5/8 inch iron rod; thence South 89° 19 1/2' East 550.49 feet to the center line of the Corvallis-Eugene Highway (U.S. Highway 99); thence North 04° 08 1/2' East along said center line 35.06 feet; thence North 89° 19 1/2' West 841.20 feet to a 5/8 inch iron rod; thence North 04° 08 1/2' East 573.75 feet; thence North 85° 51 1/2' West 108.12 feet to the center of a creek; thence along said creek the following courses and distances; South 51° 37' West 71.15 feet, South 00° 12' East 64.13 feet, South 61° 27 1/2' West 137.20 feet, South 15° 08' West 105.00 feet, South 35° 19' West 259.36 feet, South 23° 54' West 230.48 feet, South 30° 59' West 268.70 feet and North 84° 30' West 17.28 feet to the Easterly right of way line of said railroad; thence South 05° 30' West along said right of way line 112.97 feet to the true point of beginning, all in Benton County, Oregon.

EXHIBIT B



ROBERT A. COOK - REGISTERED SURVEYOR

720 NW 4<sup>th</sup> St, Corvallis, OR 97330; Ph 541-757-9050. bcook@northstarsurveying.com

**EASEMENT AREA DESCRIPTION  
FOR CLIFF ROBERSON**

**June 20, 2018**

An easement for access and utilities over a portion of that tract of land described in a Memorandum Agreement with Rod Murphy and Doreen Murphy as purchasers in Document M-286563-00, Benton County Records, Benton County, Oregon, lying in the Northeast Quarter of Section 27, Township 12 South, Range 5 West, Willamette Meridian, more particularly described as follows:

Beginning at a point where said described document is on the Westerly right-of-way line of the Eugene-Corvallis Highway (U.S. Highway 99W), lying N 89°48'E 2861.81 feet along the South Claim line from the Southwest Corner of the Thomas Norris DLC No. 58, and N 05°30'E along the East right-of-way line of the Southern Pacific Railroad 520.0 feet from the South Claim line of the Thomas Norris DLC No. 58; thence N 05°30'E along said railroad right-of-way line 2872.59 feet; thence S 84°30'E 458.62 feet to a 5/8" iron rod; thence N 63°55'30"E 347.40 feet to a 5/8" iron rod; thence N 52°42'30"E 184.22 feet to a 5/8" iron rod; thence N 14°44'30"E 206.72 feet to a 5/8" iron rod; thence S 89°19'30"E 520.49 feet to the **TRUE POINT OF BEGINNING** of this easement;

THENCE along said highway right-of-way line, N 04°08'30"E 35.06 feet;

THENCE leaving said highway right-of-way line, N 89°19'30"W 520.49 feet;

THENCE S 04°08'30"W 35.06 feet;

THENCE S 89°19'30"E 520.49 feet to the TRUE POINT OF BEGINNING.

The Basis of Bearings for this description is Benton County Survey No. 6186.

# LEASE

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## *OUTBUILDING ENCROACHMENT LEASE*

INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.





**Until a change is requested,  
send tax statements to:**

No Change

**After recording return to:**

CARY B. STEPHENS  
BARNHISEL BARLOW STEPHENS &  
COSTA, PC  
P.O. BOX 396  
CORVALLIS, OREGON 97339

=====

FARM LEASE

We, Rod E. Murphy and Doreen M. Murphy, Landlord, for adequate consideration, the receipt of which is hereby acknowledged, and the further consideration provided below hereby lease to C Rob Farms, LLC, Tenant, the real property located in Benton County, Oregon, (the Property) described as:

See Exhibit A

under the following terms:

Rent: Tenant shall pay Landlord \$40 per year as rent for the Property, payable annually on or before August 1, 2018 and each year thereafter.

Term: The tenancy shall begin upon execution of this lease and continue for a period of 25 years.

Use: Tenant may use the Property for any agricultural purposes, including but not limited to the construction and/or maintenance of farm related improvements such as barns, out buildings and fences.

Repairs and Maintenance: Tenant shall be responsible for all maintenance and upkeep of the Property. Landlord shall have no responsibility for maintaining the Property in any way.

Insurance. Tenant shall keep the Property insured for the value of any improvements on the Property and from general liabilities that occur on the Property in an amount of \$ 10,000.

Indemnity. Tenant hereby indemnifies Landlord from and against any liability or loss in any way associated with Tenant's use or occupation of the Property, as well as the use of the Property by any invitees, licensees or others allowed onto the Property by Landlord.

Default: Landlord may terminate this lease for any default by Tenant only after giving Tenant 30

days written notice of the nature of the default and providing Tenant the opportunity to cure such default. If Tenant has begun curing the default within the 30 day cure period, Tenant shall not be deemed in default so long as Tenant continues to remedy the default in a diligent manner.

Property Line Adjustment. This lease is being entered into to address encroachments placed on the Property by Tenant. By entering into this lease, parties hereby waive any claims they may have against the other related to the encroachments, and Tenant agrees that its use of the Property by is permissive and shall not be deemed adverse. Tenant hereby acknowledging the ownership of the Property by Landlord. During the term of the lease, if Tenant desires to adjust the property line between Tenant's property and Landlord's property to add the leased Property to Tenant's property, Landlord agrees to cooperate with such Property Line Adjustment so long as all costs are paid by Tenant and Tenant transfers an equal amount of property to Landlord in the adjustment.

This instrument, and the covenants and agreements contained in this instrument shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, assigns and lessees of the respective parties.

IN WITNESS WHEREOF, each party to this instrument has caused it to be executed on the dated indicated below.

Landlord:

Tenant: C Rob Farms, LLC

  
\_\_\_\_\_  
Rod E. Murphy

  
\_\_\_\_\_  
Frank Clifford Roberson, Member

  
\_\_\_\_\_  
Doreen M. Murphy



STATE OF OREGON )  
County of Benton ) ss.

Personally appeared the above-named Rod E. Murphy and acknowledged the foregoing instrument to be his voluntary act and deed on 08/02/18. pm



Brande Grassel  
Notary Public for the State of OR  
My Commission Expires: 03/28/2020

STATE OF OREGON )  
County of Benton ) ss.

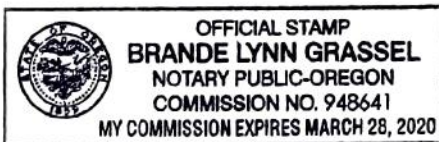
Personally appeared the above-named Doreen M. Murphy and acknowledged the foregoing instrument to be his voluntary act and deed on 08/02/18. pm



Brande Grassel  
Notary Public for the State of OR  
My Commission Expires: 03/28/2020

STATE OF OREGON )  
County of Benton ) ss.

Personally appeared the above-named Frank Clifford Roberson, as Member of C Rob Farms, LLC and acknowledged the foregoing instrument to be its voluntary act and deed on 08/02/18. pm



Brande Grassel  
Notary Public for the State of OR  
My Commission Expires: 03/28/2020



## EXHIBIT A

### Property Description

Beginning at a point where said described document is on the Westerly right-of-way line of the Eugene-Corvallis Highway (U.S. Highway 99W), lying N 89°48'E 2861.81 feet along the South Claim line from the Southwest Corner of the Thomas Norris DLC No. 58, and N 05°30'E along the East right-of-way line of the Southern Pacific Railroad 520.0 feet from the South Claim line of the Thomas Norris DLC No. 58; thence N 05°30'E along said railroad right-of-way line 2872.59 feet; thence S 84°30'E 458.62 feet to a 5/8" iron rod; thence N 63°55'30"E 347.40 feet to a 5/8" iron rod; thence N 52°42'30"E 184.22 feet to a 5/8" iron rod; thence N 14°44'30"E 206.72 feet to a 5/8" iron rod; thence S 89°19'30"E 520.49 feet to the **TRUE POINT OF BEGINNING**

Thence South 14°44' ½' West 206.72 feet to a 5/8 inch iron rod, thence South 52°42' ½' West 184.22 feet to a 5/8 inch iron rod, thence to a point 35 feet from the prior point along a line perpendicular to the prior line, thence from said point North 52°42' ½' East 184.22 feet, thence North 14° 44' ½' East 206.72 feet, more or less, thence 35 feet from the prior point to the TRUE POINT OF BEGINNING.



# PAUL TERJESON

PTERJY@KW.COM  
503-999-6777



SCAN ABOVE TO LEARN MORE  
ABOUT THE TEAM!



# STEVE HELMS

STEVHELMS@KW.COM  
541-979-0118

