
Dayton-Lafayette Wellfield, Well Sites & Easements
Appendix I

Dayton-Lafayette Wellfield, Well Sites & Easements

Well 1

AFTER RECORDING, RETURN
AND MAIL TAX STATEMENTS TO:
Sue Hollis, City Administrator
City of Dayton
P.O. Box 338
Dayton, OR 97114

*Well #1
+ water line*

*Accepted by
City of Dayton 8/27/98
Sue C Hollis, Administrative
Recorder*

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK



\$41.00

00133588200300176060040042

200317606

3:42:17 PM 7/17/2003

DMR-EDMR Cnt=1 Stn=1 KAREN
\$20.00 \$10.00 \$11.00

WATER LINE, ACCESS ROAD AND WELL SITE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Rodney Warren Brill and Kathleen Ruth Brill (hereinafter referred to as Grantor) in consideration of the sum of Eighteen Thousand and No/100 Dollars (\$18,000.00) and other good and valuable consideration, to it in hand paid by The City of Dayton, a Municipal Corporation and Political Subdivision of the State of Oregon, hereinafter referred to as Grantee, does hereby grant, bargain, sell, and convey to the grantee, its successors and assigns a perpetual easement for the purpose of constructing, reccnstructing, maintaining, repairing and using the same for a permanent well site, access roadway, underground water line and appurtenant underground utilities, over, across, in and through the real property located in the County of Yamhill and State of Oregon and more particularly described as follows:

Well Site

Beginning at the Northwest corner of the Donation Land Claim of W. C. Goodrich and Sarah Goodrich, his wife, Claim No. 91, Notification No. 1218, in Section 36, Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon; thence South along the west line of said D.S.C. 25.30 chains (1,669.80 feet) to the Northwest corner of that parcel of land conveyed to Rodney W. and Kathleen Brill in Vol. 201, Page 627 Yamhill County Records; thence continuing South along said D.L.C. line 247.0 feet; thence East, and parallel with the north line of said Brill property, 2,043.0 feet to the True Point of Beginning; thence South and parallel to the west line of said Brill property, 208.72 feet; thence East, and parallel with the north line of said Brill property, 208.72 feet; thence North, and parallel with the west line of said Brill property, 208.72 feet, thence West, and parallel to the north line of said Brill property, 208.72 feet to the True Point of Beginning; said parcel containing 1.00 acres.

TOGETHER WITH an underground utility easement for a waterline, telephone lines and electrical power lines over, across, in and through the real property described as follows:

20-foot Underground Utility Easement (telephone, power, water piping)

Beginning at the Northwest corner of the Donation Land Claim of W.C. Goodrich and Sara Goodrich, his wife, Claim No. 91, Notification No. 1218, in Section 36, Township 4 South,

Range 4 West of the Willamette Meridian, in Yamhill County, Oregon; thence South along the West line of said D.S.C. 25.30 chains (1,669.80 feet) to the northwest corner of that parcel of land conveyed to Rodney W. and Kathleen Brill in Vol. 201, Page 627 Yamhill County Records; thence continuing south along said D.L.C. line 341 feet to the True Point of Beginning, said point also being on the west line of said Brill property; thence East, and parallel with the north line of said Brill property, 2,043.0 feet to a point on the west line of a one acre parcel of land (Dayton well parcel); thence South along the South line of said one acre parcel, 20 feet; thence West and parallel to the north line of Brill property, 2,043.0 feet; thence North, along the west line of said Brill property, 20.0 feet to the point of beginning; said parcel containing 0.94 acres.

TOGETHER WITH a roadway and underground utility easement for an access road, underground telephone lines and underground electrical power lines over, across, in and through the real property described as follows:

20-foot Roadway and Underground Utility Easement

Beginning at the Northwest corner of the Donation Land Claim of W.C. Goodrich and Sarah Goodrich, his wife, Claim No. 91, Notification No. 1218, in Section 36, Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon; thence South along the West line of said D.S.C. 25.30 chains (1,669.80 feet) to the Northwest corner of that parcel of land conveyed to Rodney W. and Kathleen Brill in Vol. 201, Page 627 Yamhill County Records; thence East along the North line of said Brill property, 2,456.58 feet to an iron pipe, said pipe being the Northwest corner of the Lundy property recorded in Volume 284, Page 815, on March 30, 1993, Yamhill County Records; thence South along the west line of said Lundy parcel, 5.71 chains (376.86 feet) to the Southwest corner of said Lundy property, said point also being the True Point of Beginning; thence South 84°11' East, 742.7 feet more or less to the West line of a County Road; thence South 20° 30' West along West line of State Highway 233, 20.68 feet; thence North 84° 11' West, 941.3 feet, more or less, to the east line of a one acre parcel (Dayton well parcel); thence North along the east line of said one acre parcel, 20.10 feet; thence South 84° 11' East 205.9 feet, more or less, to the True Point of Beginning; said parcel containing 0.43 acres.

To Have and to Hold the above described and granted premises unto the Grantee, its successors and assigns forever for the uses and purposes above provided.

The Grantee shall have the right at any time hereinafter to enter upon the above described real property for the purpose of constructing, reconstructing, maintaining or repairing well site facilities, underground electrical power lines, telephone lines and any and all water lines, mains, or conduits thereon or therein any connection therewith to remove any trees, shrubs, or brush necessary or convenient to accomplish the same.

The Grantor, its successors or assigns shall not construct or maintain any building or other structures upon or in the above described real property without the written consent of the Grantee, its successors or assigns being first had and obtained.

Exhibit A

EASEMENT / Brill.6 - Page 2 / 4

The Grantee by the acceptance of this conveyance hereby covenants, promises and agrees to replace and restore as nearly as practicable the surface of the soil upon the above described property within the underground utility easement within a reasonable time after the construction, reconstruction, maintenance or repair upon any water line, main or conduit therein or thereon.

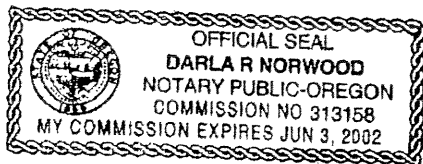

Rodney Warren Brill



Kathleen Ruth Brill

STATE OF OREGON)
)
County of Yamhill)

On this 11th day of Aug, 1998 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Rodney Warren Brill and Kathleen Ruth Brill known to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same freely and voluntarily for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.




Notary Public for Oregon
My Commission Expires: June 3, 2002

Section 36, T4S, R4W

SEE SEC. 4 4 2.5

1" = 400'

CANCELLED 60

2

2

H/H

NBYE 14.934
NE CORNER
100 M. JEFFRIES D.L.C.
150 AC.
PTO 4331-140REF

500 4.22 AC.
S.W. CORNER
M. J. TURNER D.L.C.
9.354

700 2.81 AC.
M. JEFFRIES D.L.C.

N.W. CORNER
M. JEFFRIES D.L.C.

801
11.74 AC.

800
24.27 AC.
S.E. CORNER
John White D.L.C.

900
39.9 AC.

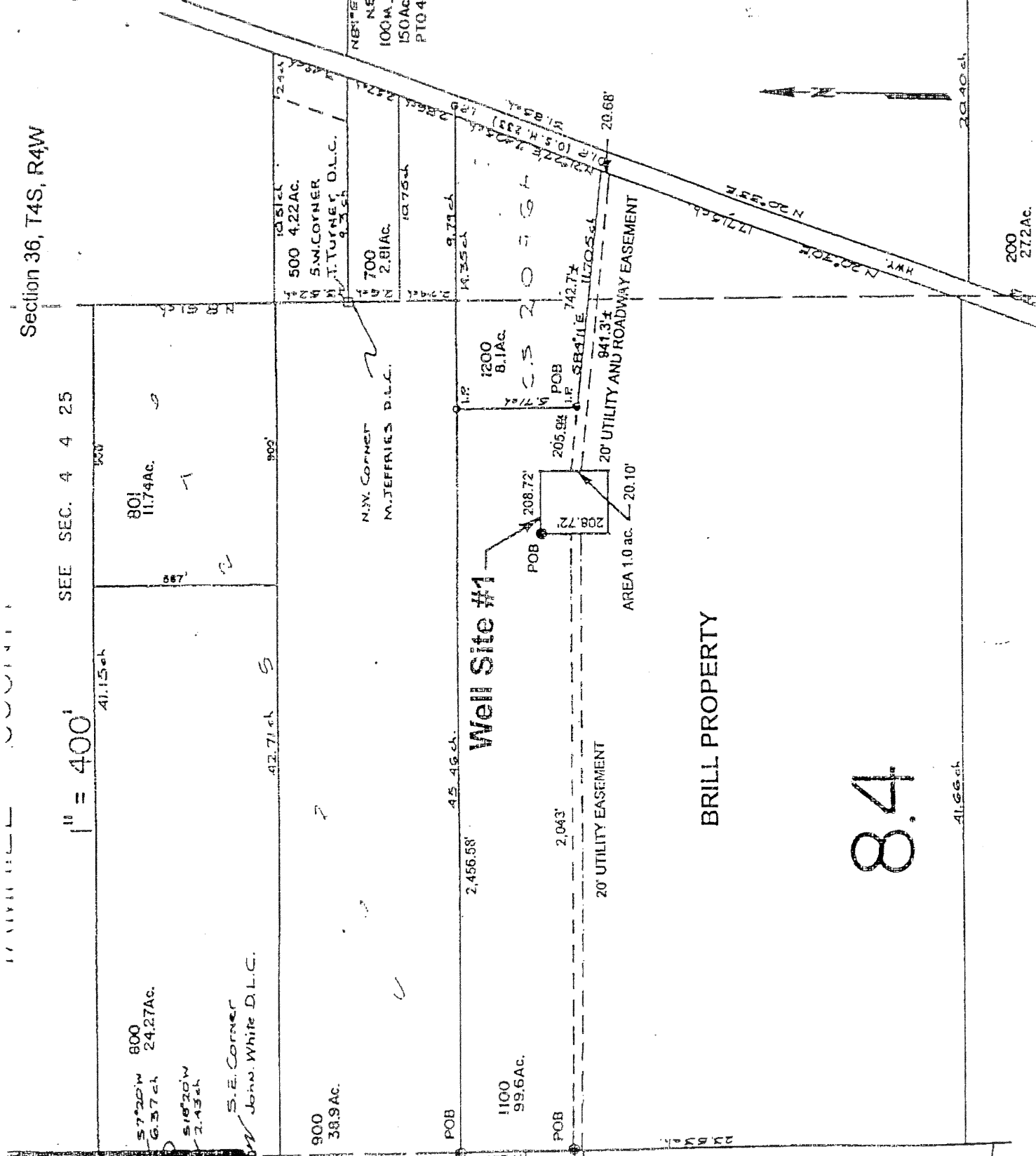
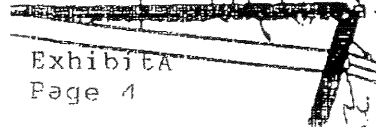
1100
99.6 AC.

Well Site #1

BRILL PROPERTY

8.4

200
27.2 AC.



WELL # 1 AND
TRANSMISSION LINE
EASEMENT

SETTLEMENT

between
Rodney Warren Brill and Kathleen Ruth Brill
and the Cities
of
Lafayette, Oregon
and
Dayton, Oregon

In consideration of the payment by the Cities of Lafayette and Dayton, Oregon (hereinafter "Cities") of eighteen thousand dollars (\$18,000), receipt of which is hereby acknowledged, Rodney Warren Brill and Kathleen Ruth Brill (Hereinafter referred to collectively as the Brills) hereby agree to grant, bargain, sell and convey a perpetual easement in the real property more fully described in Exhibit "A" and to sign an easement document substantially in the form and language shown in Exhibit "A".

Furthermore, in consideration of the payment by the Cities of an additional seven thousand dollars (\$7,000), receipt of which is hereby acknowledged, (yielding a total monetary payment to the Brills of twenty-five thousand dollars (\$25,000); the provision of approximately 110 yards of 3/4-minus gravel from the McMinnville steel mill; and the provision of water by the City of Dayton for the Brills domestic water consumption only, the Brills agree to take all such necessary actions to deliver the easements described above to the City of Dayton and to refrain from taking any action(s) (unless specifically ordered otherwise by a court of competent jurisdiction) to oppose the application of Lafayette and/or Dayton relative to necessary land use approvals or water right

permits necessitated by the Cities construction of their joint "Water Project" and the use of the water from the well-site.

Furthermore, the Brills in consideration of the payment by the Cities of the monies reflected in the immediately preceding paragraph, hereby expressly release, covenant not to sue and discharge the Cities and each of them, their Councilors, administrators, employees, agents, insurers, and all related entities (hereinafter collectively called Cities) from any and all liability or claim which claim existed as of the date of the execution of this Agreement, related to the use of property presently or formerly owned by the Brills.

Finally, it is understood and agreed by the parties that the Cities have agreed to additional conditions set out in Exhibit "B" which is attached hereto and incorporated herein by reference which conditions were an inducement for the transfer of the easements to the City of Dayton.

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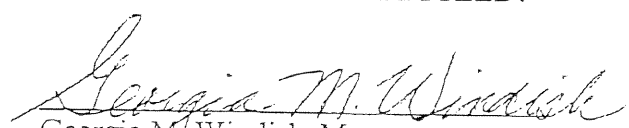
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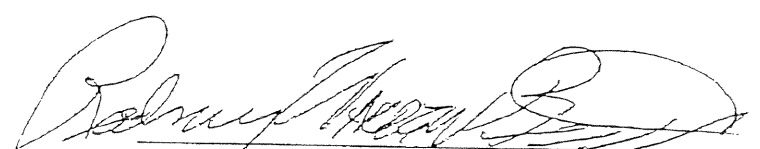
The terms of this Settlement (including the Exhibits) have been fully explained to the Brills and they have had the opportunity to ask any and all questions they have concerning its terms and conditions and to consult with the legal counsel of their choice.

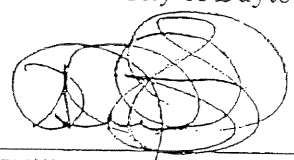
This Agreement constitutes the entire agreement between the Cities and the Brills, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

DATED this 27th day of August, 1998.

IT IS SO AGREED AND SETTLED:


Georgia M. Windish, Mayor
on behalf of the City of Dayton, Oregon


Rodney Warren Brill


Robert Willoughby, City Administrator
on behalf of the City of Lafayette, Oregon


Kathleen Ruth Brill

0100 01 281836000 0038844501 p.5

AFTER RECORDING, RETURN
AND MAIL TAX STATEMENTS TO:
Sue Hollis, City Administrator
City of Dayton
P.O. Box 338
Dayton, OR 97114

EXHIBIT A

WATER LINE, ACCESS ROAD AND WELL SITE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT Rodney Warren Brill and Kathleen Ruth Brill (hereinafter referred to as Grantor) in consideration of the sum of Eighteen Thousand and No/100 Dollars (\$18,000.00) and other good and valuable consideration, to it in hand paid by The City of Dayton, a Municipal Corporation and Political Subdivision of the State of Oregon, hereinafter referred to as Grantee, does hereby grant, bargain, sell, and convey to the grantee, its successors and assigns a perpetual easement for the purpose of constructing, reconstructing, maintaining, repairing and using the same for a permanent well site, access roadway, underground water line and appurtenant underground utilities, over, across, in and through the real property located in the County of Yamhill and State of Oregon and more particularly described as follows:

Well Site

Beginning at the Northwest corner of the Donation Land Claim of W. C. Goodrich and Sarah Goodrich, his wife, Claim No. 91, Notification No. 1218, in Section 36, Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon; thence South along the west line of said D.S.C. 25.30 chains (1,669.80 feet) to the Northwest corner of that parcel of land conveyed to Rodney W. and Kathleen Brill in Vol. 201, Page 627 Yamhill County Records; thence continuing South along said D.L.C. line 247.0 feet; thence East, and parallel with the north line of said Brill property, 2,043.0 feet to the True Point of Beginning; thence South and parallel to the west line of said Brill property, 208.72 feet; thence East, and parallel with the north line of said Brill property, 208.72 feet; thence North, and parallel with the west line of said Brill property, 208.72 feet; thence West, and parallel to the north line of said Brill property, 208.72 feet to the True Point of Beginning; said parcel containing 1.00 acres.

TOGETHER WITH an underground utility easement for a waterline, telephone lines and electrical power lines over, across, in and through the real property described as follows:

20-foot Underground Utility Easement (telephone, power, water piping)

Beginning at the Northwest corner of the Donation Land Claim of W.C. Goodrich and Sara Goodrich, his wife, Claim No. 91, Notification No. 1218, in Section 36, Township 4 South,

EXHIBIT A

Range 4 West of the Willamette Meridian, in Yamhill County, Oregon; thence South along the West line of said D.S.C. 25.30 chains (1,669.80 feet) to the northwest corner of that parcel of land conveyed to Rodney W. and Kathleen Brill in Vol. 201, Page 627 Yamhill County Records; thence continuing south along said D.L.C. line 341 feet to the True Point of Beginning, said point also being on the west line of said Brill property; thence East, and parallel with the north line of said Brill property, 2,043.0 feet to a point on the west line of a one acre parcel of land (Dayton well parcel); thence South along the South line of said one acre parcel, 20 feet; thence West and parallel to the north line of Brill property, 2,043.0 feet; thence North, along the west line of said Brill property, 20.0 feet to the point of beginning; said parcel containing 0.94 acres.

TOGETHER WITH a roadway and underground utility easement for an access road, underground telephone lines and underground electrical power lines over, across, in and through the real property described as follows:

20-foot Roadway and Underground Utility Easement

Beginning at the Northwest corner of the Donation Land Claim of W.C. Goodrich and Sarah Goodrich, his wife, Claim No. 91, Notification No. 1218, in Section 36, Township 4 South, Range 4 West of the Willamette Meridian, in Yamhill County, Oregon; thence South along the West line of said D.S.C. 25.30 chains (1,669.80 feet) to the Northwest corner of that parcel of land conveyed to Rodney W. and Kathleen Brill in Vol. 201, Page 627 Yamhill County Records; thence East along the North line of said Brill property, 2,456.58 feet to an iron pipe, said pipe being the Northwest corner of the Lundy property recorded in Volume 284, Page 815, on March 30, 1993, Yamhill County Records; thence South along the west line of said Lundy parcel, 5.71 chains (376.86 feet) to the Southwest corner of said Lundy property, said point also being the True Point of Beginning; thence South $84^{\circ}11'$ East, 742.7 feet more or less to the West line of a County Road; thence South $20^{\circ}30'$ West along West line of State Highway 233, 20.68 feet; thence North $84^{\circ}11'$ West, 941.3 feet, more or less, to the east line of a one acre parcel (Dayton well parcel); thence North along the east line of said one acre parcel, 20.10 feet; thence South $84^{\circ}11'$ East 205.9 feet, more or less, to the True Point of Beginning; said parcel containing 0.43 acres.

To Have and to Hold the above described and granted premises unto the Grantee, its successors and assigns forever for the uses and purposes above provided.

The Grantee shall have the right at any time hereinafter to enter upon the above described real property for the purpose of constructing, reconstructing, maintaining or repairing well site facilities, underground electrical power lines, telephone lines and any and all water lines, mains, or conduits thereon or therein any connection therewith to remove any trees, shrubs, or brush necessary or convenient to accomplish the same.

The Grantor, its successors or assigns shall not construct or maintain any building or other structures upon or in the above described real property without the written consent of the Grantee, its successors or assigns being first had and obtained.

Exhibit A

EASEMENT / Brill.6 - Page 2

The Grantee by the acceptance of this conveyance hereby covenants, promises and agrees to replace and restore as nearly as practicable the surface of the soil upon the above described property within the underground utility easement within a reasonable time after the construction, reconstruction, maintenance or repair upon any water line, main or conduit therein or thereon.

Rodney Warren Brill
Rodney Warren Brill

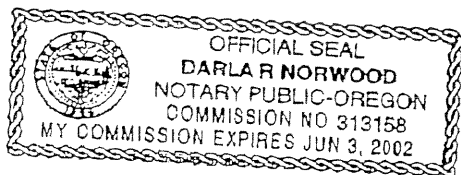
Kathleen Ruth Brill
Kathleen Ruth Brill

STATE OF OREGON

County of Yamhill

On this 11th day of Aug., 1998 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Rodney Warren Brill and Kathleen Ruth Brill known to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same freely and voluntarily for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Darla R. Norwood
Notary Public for Oregon
My Commission Expires: JUNE 3, 2002

EXHIBIT "B"
to
DAYTON/LAFAYETTE/BRILL
SETTLEMENT AGREEMENT

1. It is understood by the parties that any construction activity necessitated by the initial installation of the underground utilities that are or will be placed in the water line and access road easements as described in Exhibit "A" shall not occur prior to March 1st nor after October 30th of any year in which initial construction activities take place so as to minimize the impact those activities may have on the "duck pond" located on the Brill property.
2. It is understood by the parties that absent acts of God, weather-related conditions and similar force majeure events, that construction and placement of the utilities in the easements should take no longer than sixty (60) days from the commencement of actual construction to the finish thereof.
3. It is understood by the parties that the Brills are able to continue farming activities up to the fencing to be placed around the well-head
4. It is understood by the parties that the land associated with the ditching or "moat" shall be returned to substantially the same condition it was in prior to construction activities beginning, but that said repair shall occur at a time when all construction activities at the Brill property related to the Dayton/Lafayette water Project have been completed.

Dayton-Lafayette Wellfield, Well Sites & Easements

Well 2, 3, 4 & 5

RECEIVED

NOV 13 2006

LAFAYETTE CITY HALL

AFTER RECORDING RETURN TO:
Jordan Schrader PC
PO Box 230669
Portland OR 97281
(47514-33742 - JDG)

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

200625616



\$56.00

00252072200600256160070079

11/06/2006 03:09:20 PM

DMR-EDMR Cnt=1 Stn=2 ANITA
\$35.00 \$10.00 \$11.00

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK

11/9/06 Rcm
FOR YOUR INFORMATION
JORDAN SCHRADER



\$56.00

00251424200600250560070075

200625056 1:52:40 PM 10/31/2006

DMR-EDMR Cnt=1 Stn=3 SUSIE
\$35.00 \$10.00 \$11.00

This document is being re-recorded to
correct reference number previously
recorded instrument number 200625056.

This space provided for recorder's use.

AMENDMENT OF EASEMENT AGREEMENT

DATE: Effective April 2, 2001

PARTIES: The City of Dayton ("Dayton")
The City of Lafayette ("Lafayette")
Evergreen Agriculture Enterprises, Inc. ("EAE")

AND Evergreen International Aviation, Inc. ("EIA")

The parties agree as follows:

1. Paragraph 1 of that certain Easement Agreement (the "Agreement")
between the parties dated April 2, 2001, and recorded May 30, 2001, in Yamhill County as
~~200108467~~
Deed Record ~~2001108467~~, is amended to read as follows:

"1. Grants of easements. EAE and EIA hereby grant and convey to Dayton and Lafayette, and each of them, a permanent exclusive easement on, over, across, and along the real property described in Exhibit 1 attached hereto and incorporated herein by reference ("Property 1") for the development, construction, repair, operation, and replacement of as many as four (4) municipal water wells.

EAE and EIA hereby grant and convey to Dayton and Lafayette a permanent non-exclusive easement on, over, across, and along the real

Y7

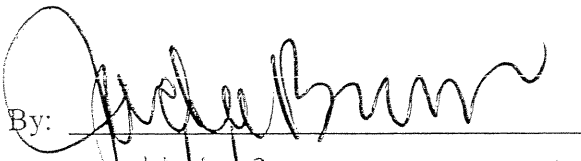
property described in Exhibit 2 attached hereto and incorporated herein by reference ("Property 2") for the development, construction, operation, repair, and replacement of a subsurface fresh water pipeline and other utilities related to the operation of the water wells. At all times, Dayton and Lafayette shall ensure that the pipeline and the other utilities are kept far enough below the surface of the ground that they will not be struck or impacted by sub-soilers, disks, spring tooth harrows, or any other similar farm implements.

By means of this easement agreement, EAE and EIA have not and do not convey to Dayton and Lafayette any water rights of any nature whatsoever."

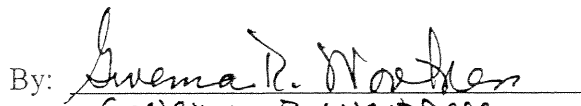
2. Exhibit 1 of the Agreement is amended to read as attached hereto as Attachment A.

3. Exhibit 2 of the Agreement is amended to read as attached hereto as Attachment B.

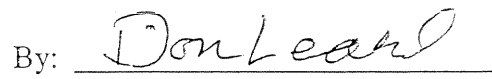
CITY OF DAYTON

By: 
Date: 10/19/06

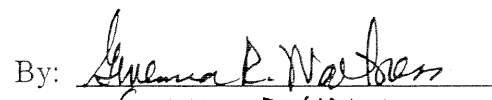
**EVERGREEN AGRICULTURE
ENTERPRISES, INC.**

By: 
Gwenna R. Woodness
Secretary
Date: 9/1/06

CITY OF LAFAYETTE

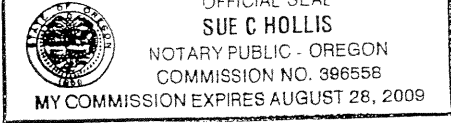
By: 
Date: 10-19-2006

**EVERGREEN INTERNATIONAL
AVIATION, INC.**

By: 
Gwenna R. Woodness
Secretary
Date: 9/1/06

STATE OF OREGON)
) ss.
County of Yamhill)

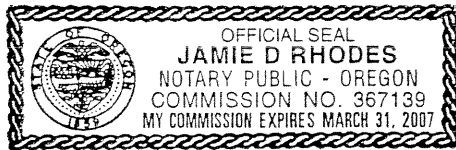
On this 6th day of ~~May~~ ^{October}, 2006, the foregoing easement agreement was acknowledged before me by JACKIE BRANS who did say that he or she is an MAYOR for CITY OF DAYTON and that he or she executed the easement agreement on behalf of that corporation and with the authorization of its board of directors or (city council) ^{City}



Sue C Hollis
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/28/09

STATE OF OREGON)
) ss.
County of Yamhill)

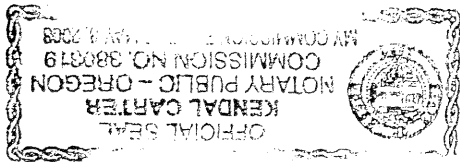
On this 19 day of ~~May~~ ^{OCTOBER}, 2006, the foregoing easement agreement was acknowledged before me by DON LEARO who did say that he or she is an MAYOR for CITY OF LAFAYETTE and that he or she executed the easement agreement on behalf of that corporation and with the authorization of its board of directors or city council.



Jamie D Rhodes
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/31/2007

STATE OF OREGON)
) ss.
County of Yamhill)

On this 5 day of ~~May~~ ^{September}, 2006, the foregoing easement agreement was acknowledged before me by Gwenia P. Woodress who did say that he or she is an Secretary for Evergreen Agricultural Enterprise and that he or she executed the easement agreement on behalf of that corporation and with the authorization of its board of directors or city council.



Kendal Carter
NOTARY PUBLIC FOR OREGON
My Commission Expires: May 3, 2008

STATE OF OREGON)
) ss.
County of Yamhill)

On this 5 day of ^{Sept} ~~May~~, 2006, the foregoing easement agreement was acknowledged before me by Gavenna R. Woffress who did say that he or she is an Secretary for Evergreen International Aviation and that he or she executed the easement agreement on behalf of that corporation and with the authorization of its board of directors or city council.



Kendal Carter
NOTARY PUBLIC FOR OREGON
My Commission Expires: May 3, 2008

Evergreen, et al Parcel (Parcel B)

Well No. 2 Parcel Purchase

The northerly 220.00 feet of Parcel 2 of that tract of land conveyed to Evergreen Agricultural Enterprises, Inc. by deed recorded in Document Number 199615882 Deed Records of Yamhill County, Oregon.

The area of land to which this description applies contains 1.45 acres, more or less.

Evergreen Parcel (Parcel F)

Well No. 3 Parcel Purchase

Commencing at the northwest corner of the A. Meredith Donation Land Claim Number 84; thence along the centerline of Airport Road (464) South 6° 35' West, 3990.08 feet to the southwest corner of that tract of land described by deed to Evergreen International Aviation, Inc. recorded in Document Number 199705699 Deed Records of Yamhill County, Oregon and the Point of Beginning; thence along the south line of said tract North 88° 59' East, 246.04 feet; thence North 208.00 feet; thence West 221.49 feet to the west line of said tract; thence along said line South 6° 35' West, 209.38 feet to the Point of Beginning.

SAVING AND EXCEPTING THEREFROM the rights of the public in and to that portion of the above property lying within the limits of roads, streets, and highways.

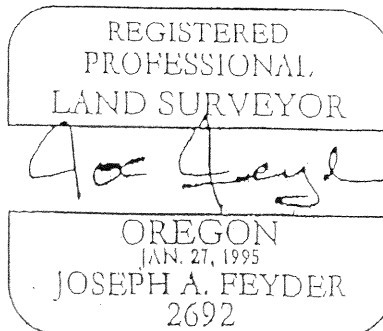
The area of land to which this description applies contains 1.01 acres, more or less.

Well No. 4 Parcel Purchase

Commencing at the northwest corner of the A. Meredith Donation Land Claim Number 84; thence along the centerline of Airport Road (464) South 6° 35' West, 1990.00 feet to a point on the west line of that tract of land described by deed to Evergreen International Aviation, Inc. recorded in Document Number 199705699 Deed Records of Yamhill County, Oregon and the Point of Beginning; thence South 83° 25' East, 233.72 feet; thence North 06° 35' East, 208.72 feet; thence North 83° 25' West, 233.72 feet to the west line of said tract; thence along said west line South 06° 35' West, 208.72 feet to the Point of Beginning.

SAVING AND EXCEPTING THEREFROM the rights of the public in and to that portion of the above property lying within the limits of roads, streets, and highways.

The area of land to which this description applies contains 1.01 acres, more or less.

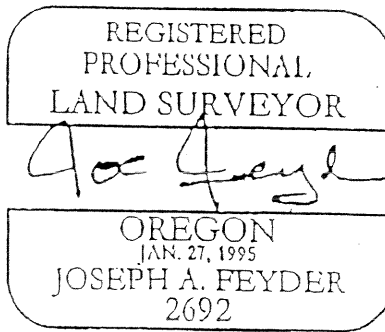


EXPIRES: 12/31/01

Well No. 5 Parcel Purchase

Commencing at the northeast corner of the A. Meredith Donation Land Claim Number 84; thence along the north line of said claim North 89° 45' West, 1402.07 feet; thence South 00° 15' West a distance of 30.00 feet to the south line of Cruickshank Road (32) and the Point of Beginning; thence continuing South 00° 15' West, 217.00 feet; thence parallel with the north line of said claim North 89° 45' West, 151.50 feet; thence North 34° 59' 16" West, 168.7 feet more or less to the Southeast line of Airport Road (464); thence along said line North 57° 37' 51" East, 147.00 feet to the intersection of Airport Road (464) and Cruickshank Road (32); thence along the south line of Cruickshank Road (32) South 89° 45' East, 125.00 feet to the Point of Beginning.

The area of land to which this description applies contains 1.45 acres, more or less.



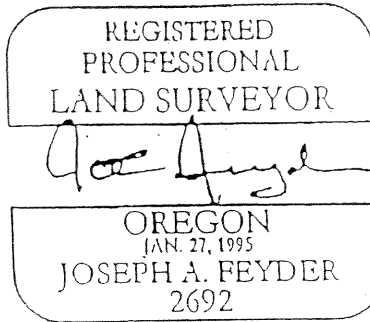
EXPIRES: 12/31/01

Evergreen, et al Parcel (Parcel B)

Utility Easement (telephone, power, water piping)

The easterly 20.00 feet of the southerly 162.2 feet of the northerly 382.2 feet of Parcel 2 of that tract of land conveyed to Evergreen Agricultural Enterprises, Inc. by deed recorded in Document Number 199615882 Deed Records of Yamhill County, Oregon.

The area of land to which this description applies contains 0.07 acres, more or less.



EXPIRES: 12/31/01

WATER/POWER FROM well 2 to well 1

After recording, return to:
Rece Bly
Miller, Nash, Wiener, Hager & Carlsen LLP
111 S.W. Fifth Avenue, Suite 3500
Portland, Oregon 97204

OFFICIAL YAMHILL COUNTY RECORDS
CHARLES STERN, COUNTY CLERK



\$81.00

200108467

4:31:22 PM 5/30/2001

DMR-EDMR Cnt=1 Stn=2 ANITA
\$60.00 \$10.00 \$11.00

EXHIBIT 1

EASEMENT AGREEMENT

DATE: Effective as of April 2, 2001

PARTIES: The City of Dayton "Dayton"
The City of Lafayette "Lafayette"
Evergreen Agriculture Enterprises, Inc. "EAE"
and
Evergreen International Aviation, Inc. "EIA"

RECITALS:

A. On or about October 15, 1998, Dayton and Lafayette filed a condemnation action against EAE and EIA in Yamhill County Circuit Court bearing Case No. CV98328 ("the Action"). Thereafter, the four parties agreed to settle the Action on terms that (a) required Dayton and Lafayette to pay EAE and EIA a total of \$30,000 cash as compensation for the taking, and (b) required the parties to prepare, execute, and record this easement agreement.

B. The parties to this agreement intend to create two permanent easements in gross. One easement is for the development and operation of as many as three (3) municipal water wells. The other easement is for a subsurface freshwater pipeline and other utilities related to the operation of the wells and/or pipeline.

AGREEMENT:

The parties agree as follows:

1. Grants of easements. EAE and EIA hereby grant and convey to Dayton and Lafayette, and each of them, a permanent exclusive easement in gross on, over, across, and

along the real property described in Exhibit 1 attached hereto ("Property 1") for the development, construction, repair, operation and replacement of as many as three (3) municipal water wells.

EAE and EIA hereby grant and convey to Dayton and Lafayette a permanent non-exclusive easement in gross on, over, across, and along the real property described in Exhibit 2 attached hereto ("Property 2") for the development, construction, operation, repair and replacement of a subsurface fresh water pipeline and other utilities related to the operation of the water wells. At all times, Dayton and Lafayette shall ensure that the pipeline and the other utilities are kept far enough below the surface of the ground that they will not be struck or impacted by sub-soilers, disks, spring tooth harrows, or any other similar farm implements.

By means of this easement agreement, EAE and EIA have not and do not convey to Dayton and Lafayette any water rights of any nature whatsoever.

2. Cost of construction and operation; standard of maintenance and operation; construction liens. EAE and EIA resisted the Action and would not have granted the easements described herein but for the prosecution of the Action by Dayton and Lafayette.

Dayton and Lafayette shall bear all costs and expenses associated with constructing, developing, maintaining, operating repairing and replacing the municipal water wells and fresh water pipeline and related utilities. All such equipment and components of the water system shall be maintained, repaired, replaced and operated by Dayton and Lafayette in a manner consistent with generally accepted practices of municipalities in the Pacific Northwest.

Dayton and Lafayette shall to the extent permitted by law, indemnify, defend, and hold EAE and EIA harmless from all construction liens imposed on, or attempted to be imposed, Property 1 and/or Property 2 or on any real property contiguous to Property 1 or Property 2 that

is owned by EAE and/or EIA which liens or attempted liens arise out of, or are related to, the municipal water wells and/or fresh water pipeline.

3. Associated real property taxes. Dayton and Lafayette shall bear all real property taxes, if any, associated with the municipal water wells and the fresh water pipeline or with any other improvement within the scope of this agreement that Dayton or Lafayette cause to be constructed on Property 1 and/or Property 2. If a separate tax lot is not created by Yamhill County or any other taxing authority for Property 1 or Property 2, but the County or other taxing authority nonetheless imposes real property taxes based on the improvements that Dayton and/or Lafayette place on Property 1 and/or Property 2, Dayton and Lafayette shall promptly reimburse EAE and EIA for all real property taxes attributable to any improvements made by Dayton and/or Lafayette.

4. Chlorination; hazardous substances. Dayton and Lafayette shall not place any chlorination equipment or chlorine on Property 1 and/or Property 2. Also, Dayton and Lafayette shall not bring onto Property 1 and/or Property 2, or allow anyone else to bring onto Property 1 and/or Property 2, any hazardous, toxic, noxious, or offensive materials, chemicals, or substances.

5. Insurance. At all times throughout the term of this agreement, in conjunction with their activities on Property 1 and Property 2, Dayton and Lafayette shall maintain in place policies of general liability and casualty insurance, each of which must have a policy limit of no less than \$2 million.

6. General indemnity. To the extent permissible under Oregon law, Dayton and Lafayette, and each of them, shall indemnify, defend, and hold harmless EAE and EIA from all claims, demands, damages, liabilities and causes of suit or action related in any way to the

development, maintenance, or operation of the municipal water wells, the fresh water pipeline, or any other components of a municipal water system on Property 1 and/or Property 2.

7. Remedies. In the event that the any of EAE, EIA, Lafayette and/or Dayton, breach this agreement, the party(ies) against which the breach occurred shall be entitled to all remedies available at law or in equity.

8. Attorney fees. If an action is instituted to declare, interpret, or enforce any of the terms or provisions of this agreement, the prevailing party shall recover from the losing party its costs and attorney fees, both at trial and on appeal.

9. Binding effect. This easement agreement is binding upon the parties and their successors and assigns.

10. Approval of governmental unit. By signing below, the cities of Lafayette and Dayton indicate their approval of the conveyance of the easements to them as required by the terms of ORS 93.808.

CITY OF DAYTON

CITY OF LAFAYETTE

By: *Gregory M. Windisch*
Date: 5/19/01

By: *[Signature]*
Date: 5/21/01

**EVERGREEN AGRICULTURE
ENTERPRISES, INC.**

**EVERGREEN INTERNATIONAL
AVIATION, INC.**

By: *[Signature]*
Date: 5/17/01

By: *[Signature]*
Date: 5/17/01

STATE OF OREGON)
COUNTY OF Washburn) SS

On this 7th day of May, 2001, the foregoing easement agreement was acknowledged before me by Michael Spencer who did say that he or she is a officer for Evergreen Agric. and that he or she executed the easement agreement on behalf of that corporation and with the authorization of its board of directors or city council.



Carolyn F. Smithrud
Notary Public for Oregon
My commission expires: 11-9-03

STATE OF OREGON)
COUNTY OF Washburn) SS

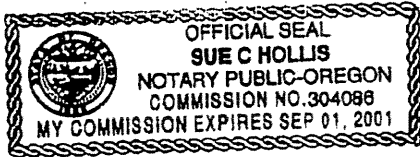
On this 7th day of May, 2001, the foregoing easement agreement was acknowledged before me by John Irwin who did say that he or she is a officer for Evergreen Aviation and that he or she executed the easement agreement on behalf of that corporation and with the authorization of its board of directors or city council.



Carolyn F. Smithrud
Notary Public for Oregon
My commission expires: 11-9-03

STATE OF OREGON)
)
) SS
COUNTY OF Yamhill)

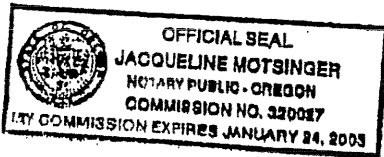
On this 19th day of ~~April~~ ^{May}, 2001, the foregoing easement agreement was acknowledged before me by GEORGIA M WINDISH who did say that he or she is a MAYOR for City of Dayton and that he or she executed the easement agreement on behalf of that corporation and with the authorization of its board of directors or city council.



Sue C Hollis
Notary Public for Oregon
My commission expires: 09-01-01

STATE OF OREGON)
)
) SS
COUNTY OF YAMHILL)

On this 21st day of ~~April~~ ^{MAY}, 2001, the foregoing easement agreement was acknowledged before me by JACQUELYN CARPENTER who did say that he or she is a ACTING MAYOR for CITY OF LAFAYETTE and that he or she executed the easement agreement on behalf of that corporation and with the authorization of its board of directors or city council.



Jacqueline Motsinger
Notary Public for Oregon
My commission expires: 1/24/03

Evergreen Parcel (Parcel F)

Well No. 3 Parcel Purchase

Commencing at the northwest corner of the A. Meredith Donation Land Claim Number 84; thence along the centerline of Airport Road (464) South 6° 35' West, 3990.08 feet to the southwest corner of that tract of land described by deed to Evergreen International Aviation, Inc. recorded in Document Number 199705699 Deed Records of Yamhill County, Oregon and the Point of Beginning; thence along the south line of said tract North 88° 59' East, 246.04 feet; thence North 208.00 feet; thence West 221.49 feet to the west line of said tract; thence along said line South 6° 35' West, 209.38 feet to the Point of Beginning.

SAVING AND EXCEPTING THEREFROM the rights of the public in and to that portion of the above property lying within the limits of roads, streets, and highways.

The area of land to which this description applies contains 1.01 acres, more or less.

Well No. 4 Parcel Purchase

Commencing at the northwest corner of the A. Meredith Donation Land Claim Number 84; thence along the centerline of Airport Road (464) South 6° 35' West, 1990.00 feet to a point on the west line of that tract of land described by deed to Evergreen International Aviation, Inc. recorded in Document Number 199705699 Deed Records of Yamhill County, Oregon and the Point of Beginning; thence South 83° 25' East, 233.72 feet; thence North 06° 35' East, 208.72 feet; thence North 83° 25' West, 233.72 feet to the west line of said tract; thence along said west line South 06° 35' West, 208.72 feet to the Point of Beginning.

SAVING AND EXCEPTING THEREFROM the rights of the public in and to that portion of the above property lying within the limits of roads, streets, and highways.

The area of land to which this description applies contains 1.01 acres, more or less.

Well No. 5 Parcel Purchase

Commencing at the northeast corner of the A. Meredith Donation Land Claim Number 84; thence along the north line of said claim North 89° 45' West, 1402.07 feet; thence South 00° 15' West a distance of 30.00 feet to the south line of Cruickshank Road (32) and the Point of Beginning; thence continuing South 00° 15' West, 217.00 feet; thence parallel with the north line of said claim North 89° 45' West, 151.50 feet; thence North 34° 59' 16" West, 168.7 feet more or less to the Southeast line of Airport Road (464); thence along said line North 57° 37' 51" East, 147.00 feet to the intersection of Airport Road (464) and Cruickshank Road (32); thence along the south line of Cruickshank Road (32) South 89° 45' East, 125.00 feet to the Point of Beginning.

The area of land to which this description applies contains 1.45 acres, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Joseph A. Feyder

OREGON
JAN. 27, 1995
JOSEPH A. FEYDER
2692

EXPIRES: 12/31/01

7/17

EXHIBIT A

NW CORNER
A. MEREDITH DLC NO. 84

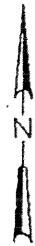
EVERGREEN
PROPERTY
DOC. NO. 199705699

SOUTH 6° 35' WEST 3990.08'

WELL SITE NO. 3

P.O.B.

AIRPORT ROAD NO. 464



1" = 100'

8/12

EXHIBIT A

NW CORNER
A. MEREDITH DLC NO. 84

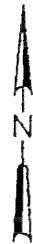
EVERGREEN
PROPERTY
DOC. NO. 199705699

SOUTH 6° 35' WEST 1990.00'

WELL SITE NO. 4

P.O.B.

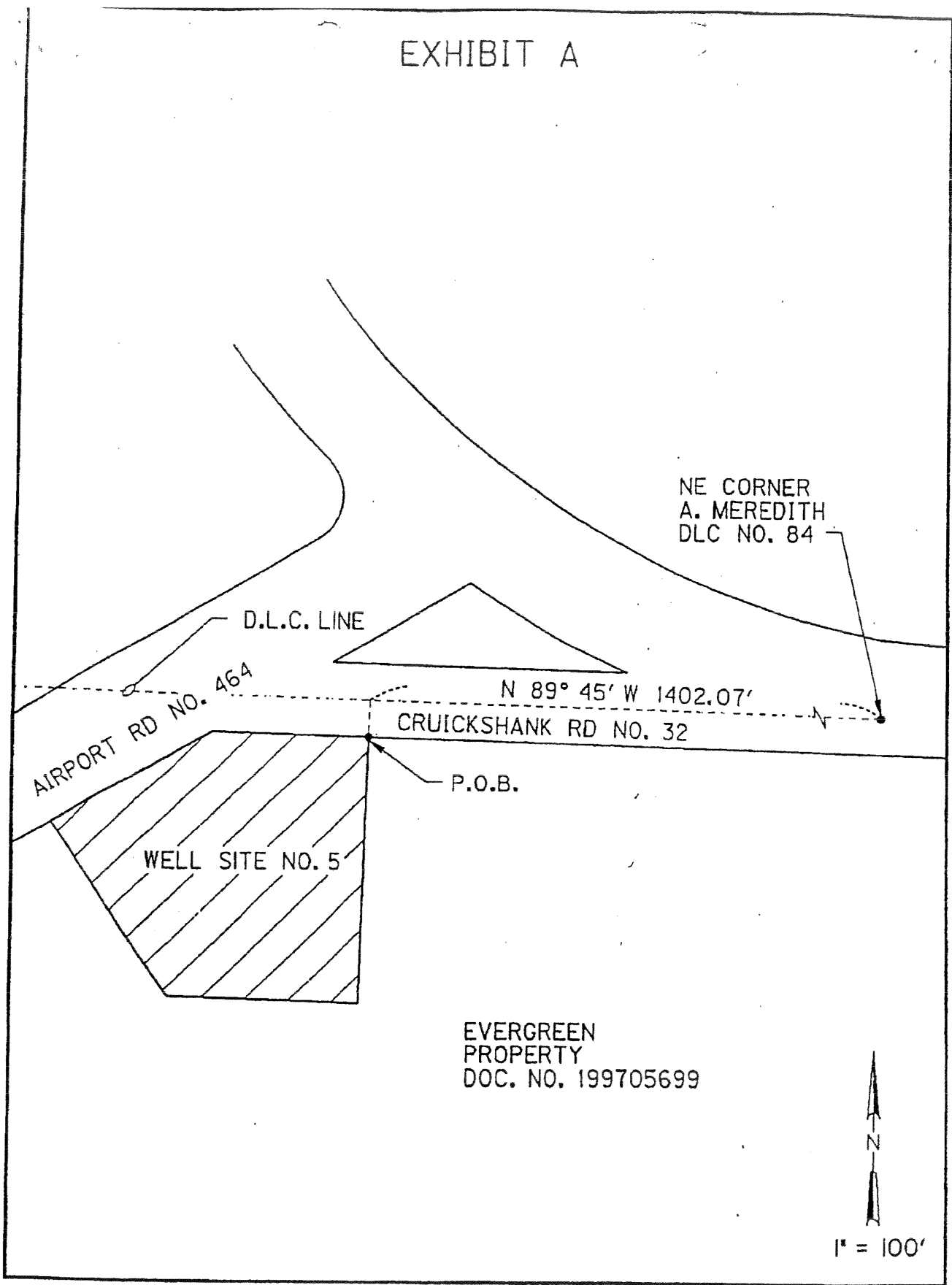
AIRPORT ROAD NO. 464



1" = 100'

9/12

EXHIBIT A



10/12

Evergreen, et al Parcel (Parcel B)

Well No. 2 Parcel Purchase

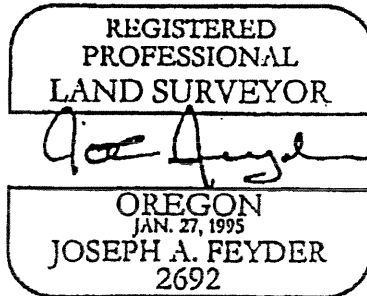
The northerly 220.00 feet of Parcel 2 of that tract of land conveyed to Evergreen Agricultural Enterprises, Inc. by deed recorded in Document Number 199615882 Deed Records of Yamhill County, Oregon.

The area of land to which this description applies contains 1.45 acres, more or less.

Utility Easement (telephone, power, water piping)

The easterly 20.00 feet of the southerly 162.2 feet of the northerly 382.2 feet of Parcel 2 of that tract of land conveyed to Evergreen Agricultural Enterprises, Inc. by deed recorded in Document Number 199615882 Deed Records of Yamhill County, Oregon.

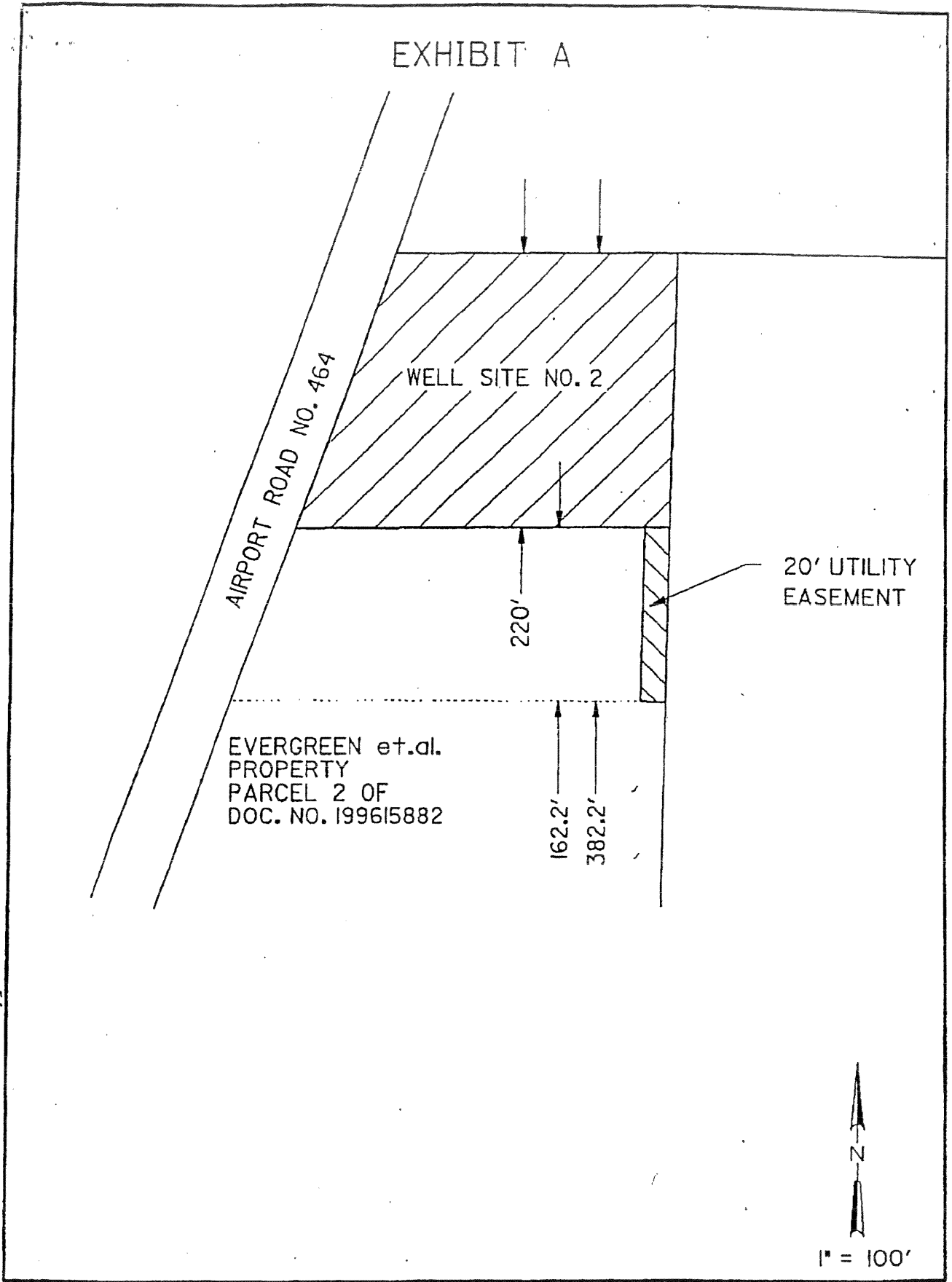
The area of land to which this description applies contains 0.07 acres, more or less.



EXPIRES: 12/31/01

11/12

EXHIBIT A



12/12