

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between Tillamook County, a political subdivision of the State of Oregon ("County"), and Victor Dairy, LLC, an Oregon Limited Liability Company, ("Buyer") collectively called the "Parties."

RECITALS

- A. County is the owner of the approximate 51.0 acres of real property located at 590 Goodspeed Road in Tillamook, County, Oregon, which is part of Tillamook County Assessor's parcel 01S 10W 3200 ("County Tract"). County acquired the County Tract from Ronald R. Jones and Joyce L. Jones by warranty deed recorded on March 9, 2016 with instrument #2016-001224. The County Tract is Parcel 1 in Instrument # 2016-001224.
- B. Buyer is the owner of approximately 91.88 acres of real property adjacent to the County Tract, located in Tillamook County, Oregon, commonly known as Tillamook County Assessor's parcel 01S 10W 24 0700 with Tax Account #149707 ("Victor Dairy Tract"). The members of Victor Dairy, LLC are George Victor Allen, Ruth Marie Allen, Chad Victor Allen, and Adrienne Rose Allen, each with a 25% interest in the LLC.
- C. Pursuant to the terms of a Lease-Purchase Option agreement in the first full paragraph on page 4 of the Option to Exchange Real Property between the Parties recorded in Tillamook County on September 10, 2015 with instrument #2015-005622, George Victor Allen and Ruth Marie Allen were granted an option to purchase an approximate 9.42-acre portion of County Tract that is north and east of Goodspeed Road and that is outside the "ring levee" north of Goodspeed Road. George Victor Allen and Ruth Marie Allen own the land to the west of the County Tract that is commonly known as Tillamook County Assessor's parcels 01S 10W 23 0500 and 1S 10W 23 0600. The Parties, and George Victor Allen and Ruth Marie Allen as individuals who are also signing below, now wish to amend the Lease-Purchase Option terms to allow Buyer to purchase all of the property that is north and east of Goodspeed Road on the County Tract, approximately 11.2 acres, as described and depicted on the attached Exhibit A and Exhibit B, respectively (the "Property").
- D. The total purchase price for the Property is \$70,400, broken down as follows: \$20,000 for the value of structure demolition, \$42,390 for the purchase terms in the Lease-Purchase Option agreement (9.42 acres x \$4,500/acre), and \$8,010 for the additional 1.78 acres at \$4,500/acre.
- E. As a precondition, to make the Property legally conveyable under Oregon Revised Statutes Chapter 92 (ORS 92.010 to 92.192), County's Department of Community Development ("Community Development") must approve a property line adjustment such that the Property is incorporated into the boundary of the Victor Dairy Tract, or other necessary land use action to create the Property as a lawfully established unit of land ("Community Development Approval"). County will prepare and submit the appropriate planning application to Community Development for this purpose and Buyer shall use best efforts and fully cooperate with the County to complete and process that application (the "Land Use Application Process"). The application fees and survey costs, if any, associated with the above-mentioned application to Community Development shall be split equally between County and Buyer.
- F. The terms of this Agreement are as follows:

TERMS

1. **Purchase and Sale.** County agrees to sell and convey to Buyer, and Buyer agrees to purchase from County, the Property upon the terms and conditions set forth below in this Agreement.

2. **Purchase Price.** The Purchase Price for the Property is SEVENTY THOUSAND FOUR HUNDRED DOLLARS (\$70,400.00) payable as follows:

2.1. Earnest Money Deposit. Within three (3) business days after this Agreement is fully executed by both parties, Buyer shall deposit into escrow with Ticor Title Company of Oregon (the "Title Company") the sum of ONE THOUSAND DOLLARS (\$1,000.00) (the "Earnest Money"). At Closing, the Earnest Money will be credited toward payment of the Purchase Price.

2.2. Balance of Purchase Price. On or before the Closing Date (as hereafter defined), Buyer shall deposit into escrow with the Title Company the balance of the Purchase Price.

3. **Closing Date.** This transaction must close no later than thirty (30) days after County provides Buyer with written notice that the Community Development Approval has been obtained and finalized, and after any appeal period has run, to make the Property legally conveyable under ORS Chapter 92 (the "Closing Date" or "Closing"). Closing will occur at the offices of the Title Company, located at 802 Main Avenue, Tillamook, OR 97141.

4. **Title Review.** Within fourteen (14) days after County provides Buyer with written notice contemplated in Section 3 above, County will provide Buyer with a preliminary title report on the Property (the "Title Report"), along with legible copies of all plats and exceptions documents referenced in such report (the "Permitted Exceptions"). Buyer has five (5) days to review and object to such exceptions. If Buyer does not object within such five-day period, exceptions are deemed acceptable and considered a Permitted Exception.

5. **Land Use Application Process.** County will prepare and submit the application for the Land Use Application Process. The application fees and survey costs, if any, associated with the Land Use Application Process shall be split equally between County and Buyer. Buyer will provide County the required application signatures and reasonable assistance as needed in the process.

6. **Conditions Precedent to Closing.**

6.1. Conditions Precedent to Buyer's Obligations. The conditions set forth in this Section 6.1 must be satisfied prior to Buyer's obligation to acquire the Property. These conditions are intended solely for Buyer's benefit and Buyer has the sole right and discretion to waive, by written notice, any of the conditions. In the event any condition is not deemed to be satisfied or waived by Buyer on or before Closing, Buyer has the rights set forth in Section 16 herein (unless otherwise provided for below).

6.1.1. Title. At Closing (a) County must convey fee simple title to the Property to Buyer in accordance with Section 7.1.1, and (b) the Title Company must be committed to issue to Buyer the Title Policy described below in Section 9.

6.1.2. Representations, Warranties, and Covenants of County. County's representations, warranties, and covenants set forth in this Agreement must be true and correct as of the Closing Date.

6.1.3. No Material Changes. At Closing, there are no material adverse changes related to or connected with the Property.

6.1.4. County's Deliveries. County delivered each item to be delivered by County timely, pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.5. Community Development Approval. Pursuant to Community Development Approval, the Property must be a legally conveyable area of land.

6.2. Conditions Precedent to County's Obligations. The conditions set forth in this Section 6.2 must be satisfied prior to County's obligation to close the transaction contemplated herein. These conditions are intended solely for County's benefit and County has the sole right and discretion to waive, by written notice, any of the conditions. If any condition is not satisfied or waived on or before the Closing, County has the rights set forth below in Section 16.

6.2.1. Purchase Price. Buyer delivered to the Title Company the Purchase Price.

6.2.2. Representations, Warranties, and Covenants of Buyer. Buyer's representations, warranties, and covenants set forth in this Agreement are true and correct as of the Closing Date.

6.2.3. Buyer's Deliveries. Buyer timely delivered each item to be delivered by Buyer pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.2.

6.2.4. Community Development Approval. Pursuant to Community Development Approval, the Property must be a legally conveyable area of land.

6.2.5. Levee Maintenance Easement. County requires that a Levee Maintenance Easement, in substantially the same form as the attached Exhibit C (the "Levee Easement"), be executed by the Parties and recorded at Closing to grant County the right to maintain, repair and replace the existing flood control levee along Hall Slough on the Property.

6.3. Failure of Conditions. If any of the conditions set forth above in Sections 6.1 or 6.2 are not timely satisfied or waived for a reason other than the default of Buyer or County under this Agreement, then this Agreement, escrow, and the rights and obligations of Buyer and County hereunder terminate and the Earnest Money must be returned to Buyer.

6.4. Cancellation Fees and Expenses. If the escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of County under this Agreement, Buyer must pay the cancellation charges required to be paid to the Title Company. If this escrow terminates because of County's default, County must pay the cancellation charges required to be paid to the Title Company. Except for the obligations incurred in this Agreement, County bears no liability or obligation to Buyer, financially or otherwise, whether or not the conveyance closes.

7. Deliveries to the Title Company.

7.1. By County. On or before the Closing Date, County must deliver the following into escrow with the Title Company:

7.1.1. Deed. A Statutory Special Warranty Deed (the "Deed"), duly executed and acknowledged in recordable form by County, conveying the Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions.

7.1.2. Proof of Authority. Such proof of County's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Buyer.

7.1.3. Other Documents. Such other fully executed documents and funds as are required of County to close the sale in accordance with this Agreement, including (without limitation) escrow instructions and the Levee Maintenance Easement.

7.2. **By Buyer.** On or before the Closing Date, Buyer must deliver the following into escrow with the Title Company.

7.2.1. **Purchase Price.** The Purchase Price, in accordance with Section 2 above.

7.2.2. **Proof of Authority.** Such proof of Buyer's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or County.

7.2.3. **Other Documents.** Such other fully executed documents and funds as are required of Buyer to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

8. **Deliveries to Buyer at Closing.** At Closing, County shall deliver to Buyer exclusive possession of the Property.

9. **Title Insurance.** At Closing, County will cause the Title Company to issue to Buyer a standard owner's title insurance policy in the full amount of the Purchase Price, insuring fee simple title vested in Buyer, subject only to the Permitted Exceptions (the "Title Policy").

10. **Closing Costs.** County and Buyer shall split equally the cost of all recording fees at Closing, all escrow fees, and the cost of the Title Policy. Buyer and County each shall pay for its own legal and professional fees incurred.

11. **Prorations and Taxes.** Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between County and Buyer as of the Closing Date. If the Property is subject to farm or forest deferred taxes, County will have no obligation or responsibility for said deferred taxes.

12. **County's Representations and Warranties.** County hereby warrants and represents to Buyer the following matters. These representations and warranties survive Closing for a period of one year. County warrants and represents to Buyer that the following matters are true and correct, and will remain true and correct through Closing:

12.1. **Authority.** County has full power and authority to enter into this Agreement and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement.

12.2. **Possession.** Except as specifically set forth in this Agreement or on the Title Report, to the best of County's knowledge there are no leases, licenses, or other agreements permitting any person or entity to occupy or use any portion of the Property.

12.3. **No Legal Proceedings.** There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property or against County that could affect County's right or title to the Property.

12.4. **Mechanic's and Other Liens.** No work on the Property has been done or materials provided that would give rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property.

13. **AS-IS.** County is selling and Buyer is acquiring the Property and its structures as-is, where-is, with all faults and defects, whether patent or latent. Except as otherwise provided in this Agreement, County has not made any representations, express or implied, regarding the Property that would (a) bear upon the value or suitability of the Property for Buyer's intended purposes, or (b) affect or influence Buyer's willingness to enter into this Agreement. Buyer acknowledges that any and all information, feasibility, or marketing reports,

environmental or physical condition reports, or other information of any type that Buyer has received or may receive from County or County's agents has been furnished to Buyer on the express condition that Buyer will make an independent verification of the accuracy of any and all such information, and that all such information is being furnished without any warranty whatsoever. Buyer will rely upon its own inspections and its own professional advisors in its examination of the Property.

14. Removal of House and Other Structures. Within one year after the Closing Date. Buyer will either rent or demolish the residence at 590 Goodspeed Road.

15. Buyer's Representations and Warranties. In addition to any express agreements of Buyer contained herein, the following constitutes representations and warranties of Buyer to County: Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein; and the persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

16. Legal and Equitable Enforcement of this Agreement.

16.1. Default by County. If Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by County, Buyer may elect to either retain the Earnest Money or pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

16.2. Default by Buyer. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and County agree that it would be impractical and extremely difficult to estimate the damages that County may suffer. Therefore, Buyer and County agree that a reasonable estimate of the total net detriment that County would suffer in the event that Buyer defaults and fails to complete the purchase of the Property is and will be an amount equal to the Earnest Money. This amount is County's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by Buyer. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. Upon default by Buyer, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

16.3. If County does not obtain Community Development Approval of the Land Use Application Process necessary for County to legally convey the Property to Buyer, or if this Agreement otherwise terminates through no default of Buyer, Buyer will have a right to continue to lease the Property in the 9.42-acre area outside the ring levee for agricultural purposes for up to the 10 year terms in the Lease-Purchase Option agreement.

17. Risk of Loss, Condemnation. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, County shall give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to County within five (5) days following receipt by Buyer of written notice from County of such casualty or condemnation and the Title Company shall return to Buyer the Earnest Money and any accrued interest thereon.

18. Notices. All notices required or permitted to be given must be in writing to the address set forth below and will be deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices shall be deemed received (x) upon personal service, (y) three (3) days after deposit in the United States Mail, postage prepaid, or (z) one (1) day after deposit with a nationally recognized overnight courier service.

To Buyer: Victor Dairy, LLC
C/o Chad Allen, Member
2805 Old Latimer Road
Tillamook, Oregon 97141
Phone No. (503) 801-1097

To County: Tillamook County Board of Commissioners
Attn: Rachel Hagerty
201 Laurel Avenue
Tillamook, OR 97141
Phone No. (503) 842-3404

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone, email, and fax numbers are for information only.

19. No Broker or Commission. Each party represents and warrants to the other that it has not used or engaged a real estate broker in connection with this Agreement.

20. Further Actions of Buyer and County. Buyer and County agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

21. Miscellaneous.

21.1. Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

21.2. Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

21.3. Survival of Representations. The covenants, agreements, representations, and warranties made herein survive Closing and will not merge into the Deed upon recordation in the official real property records.

21.4. Successors and Assigns. This Agreement will be binding on and will inure to the benefit of the successors and assigns of the parties to it. Neither party may assign all or any portion of its interest in this Agreement without the consent of the other, which consent may be given or withheld in such party's sole discretion.

21.5. Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

21.6. Time of Essence. County and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

21.7. Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

21.8. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

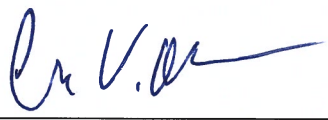
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

TILLAMOOK COUNTY

BUYER

Mary Faith Bell, Chair
Tillamook County Board of Commissioners



Chad Victor Allen, Member, Victor Dairy, LLC

Date: _____

Date: 7-14-21



George Victor Allen, Member, Victor Dairy, LLC

Date: 7-14-2021



Ruth Marie Allen, Member, Victor Dairy, LLC

Date: 7-14-2021

AGREEING TO AMENDING THE LEASE-
PURCHASE OPTION TO ALLOW BUYER TO
PURCHASE PROPERTY



George Victor Allen

Date: 7-14-2021



Ruth Marie Allen

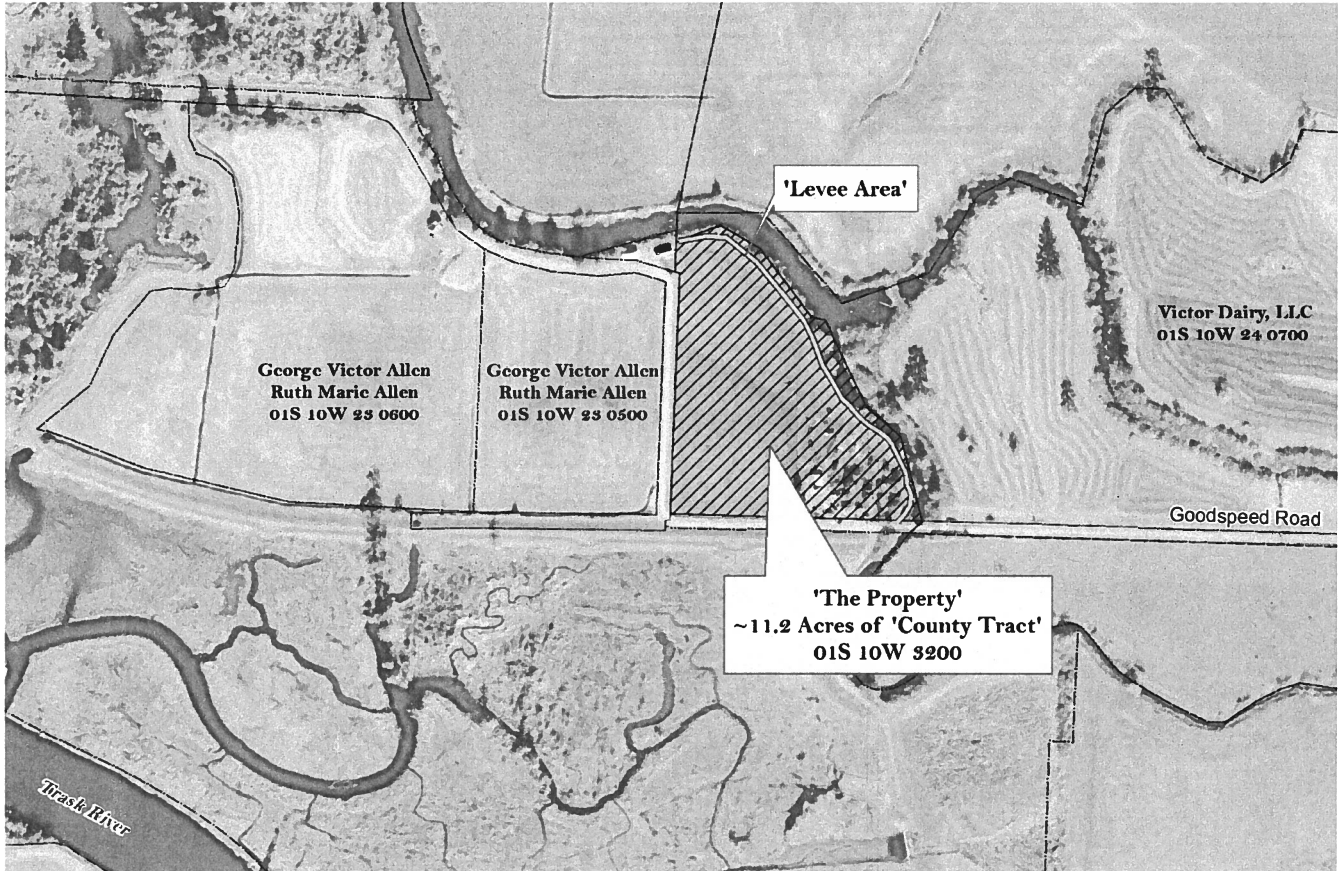
Date: 7-14-2021

Exhibit A
Property Legal Description

Beginning at the quarter Section post on the line between Sections 23 and 24, Township 1 South, Range 10 West of the Willamette Meridian, in the County of Tillamook, State of Oregon;

thence North 13.22 chains to the South bank of a slough;
thence North 75° East 2.68 chains;
thence South 62° East 2.64 chains;
thence South 44° East 4.50 chains; thence East 50 links;
thence South 19° East 3.79 chains;
thence South 50° East 4.31 chains;
thence South 17° East 3.00 chains;
thence South 25° 30' West 25 links to the quarter Section line;
thence West 13.75 chains to the point of beginning.

Exhibit B
Property Depiction



**Exhibit C
Levee Easement**

After Recording Return to:

Tillamook County Board of Commissioners
201 Laurel Avenue
Tillamook, OR 97141

**Until a change is requested, all tax
statements shall be sent to:**

Victor Dairy, LLC
2805 Old Latimer Road
Tillamook, Oregon 97141

EASEMENT AND AGREEMENT

DATE: _____, 2021

GRANTOR: Victor Dairy, LLC, and Oregon limited liability company ("Victor Dairy")

GRANTEE: Tillamook County ("County")

RECITALS:

A. On this date, Victor Dairy acquired from County the approximately 11.2 acres of real property in Tillamook County, Oregon, as described on the attached **Exhibit A** (the "Property"), in accordance with Tillamook County Department of Community Development Property Line Adjustment Review, [INSERT PLNG #], dated [INSERT], 2021, which is now part of Tillamook County Assessor's parcel 1S 10W 24 0700. County owns fee simple title to the approximately 461.1 acres of real property located adjacent to Goodspeed Road, in Tillamook County, Oregon, commonly known as Tillamook County Assessor's parcel 1S 10 23 3200 (the "County Tract"). County and Allen are collectively referred to as the "Parties."

B. The true and actual consideration paid for this conveyance in terms of dollars is ZERO. However, the actual consideration consists of or includes other property or other value given or promised, which is the whole consideration.

C. County acquired the County Tract as part of the Southern Flow Corridor (SFC) project, which the County restored and protected for a flood control and tidal marsh rehabilitation project. This was accomplished by the extensive removal of levees and fill around the Trask and Wilson rivers and the smaller sloughs, which reconnected the floodplain in that area, allowing tidal inundation, and reducing flooding on surrounding properties.

D. In 2016 County upgraded a levee on the Property along the south and west bank of Hall Slough, as depicted on the attached **Exhibit B** for the purpose of protecting private properties on the west side of Hall Slough. The location of the levee area (the "Levee Area") is more particularly described on the attached **Exhibit C**.

E. Victor Dairy desires to grant to County a perpetual, nonexclusive easement over the Property for levee purposes on the terms and conditions set forth herein (the "Agreement").

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set forth:

1. Victor Dairy grants to County, a perpetual, nonexclusive easement for the right to inspect, maintain, repair, and replace the existing flood control levee along Hall Slough over, under, upon, and across the Levee Area.
2. Victor Dairy further grants to County the right of ingress and egress for access, at reasonable times and periods, over, upon, and across the Property at reasonable locations, which County determines is necessary to use to exercise the rights granted in this Agreement.
3. Grantor reserves all other rights not granted herein and will not exercise said rights in any manner that would be inconsistent or interfere with rights herein granted to County.
4. County promises to maintain the Levee Area in good and substantial repair and condition at no cost to Victor Dairy.
5. Within 48 hours of delivery of written notice to County by Victor Dairy that the levee is in need of repair, County shall inspect the structure and, if necessary, undertake the repair.
6. If necessary repairs cannot be made promptly, County shall thereafter proceed diligently and in good faith to affect the repairs soon as reasonably possible.
7. Notice given under this Agreement shall be in writing and will be deemed given and effective when either delivered in person to the County at the address listed below or three (3) business days after being deposited in the U.S. Mail, postage prepaid, and sent by registered or certified mail to the address listed below. The below addresses may be changed by written notice, given in the same manner.

To Grantor: Victor Dairy, LLC
C/o Chad Allen, Member
2805 Old Latimer Road
Tillamook, Oregon 97141

To Grantee: Tillamook County Board of Commissioners
201 Laurel Avenue
Tillamook, OR 97141

8. The terms of the Agreement shall be perpetual, shall run with the land and be binding upon the Parties, their heirs, successors, and assigns.
9. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for purposes of interpreting this Agreement.

10. This Agreement will be governed and construed in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, the foregoing was executed the day and year first above written.

GRANTOR:

By: 

Name: Chad Victor Allen

Title: Member, Victor Dairy, LLC

GRANTEE:

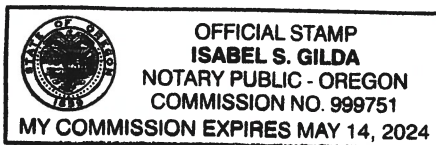
By: _____


Name: Mary Faith Bell

Title: Chair, Tillamook County Board of Commissioners

STATE OF OREGON)
) ss.
County of Tillamook)

This instrument was acknowledged before me on 7/14, 2021, by Chad Victor Allen, Member, Victor Dairy, LLC, an Oregon limited liability company.



/s/ 
Notary Public for Oregon
My commission expires: 5/14/2024

STATE OF OREGON)
) ss.
County of Tillamook)

This instrument was acknowledged before me on _____, 2021, by Mary Faith Bell, as Chair of the Tillamook County Board of Commissioners.

/s/ _____
Notary Public for Oregon
My commission expires: _____

Exhibit A
Property Legal Description

Beginning at the quarter Section post on the line between Sections 23 and 24, Township 1 South, Range 10 West of the Willamette Meridian, in the County of Tillamook, State of Oregon;

thence North 13.22 chains to the South bank of a slough;
thence North 75° East 2.68 chains;
thence South 62° East 2.64 chains;
thence South 44° East 4.50 chains; thence East 50 links;
thence South 19° East 3.79 chains;
thence South 50° East 4.31 chains;
thence South 17° East 3.00 chains;
thence South 25° 30' West 25 links to the quarter Section line;
thence West 13.75 chains to the point of beginning.

Exhibit B
Property Depiction

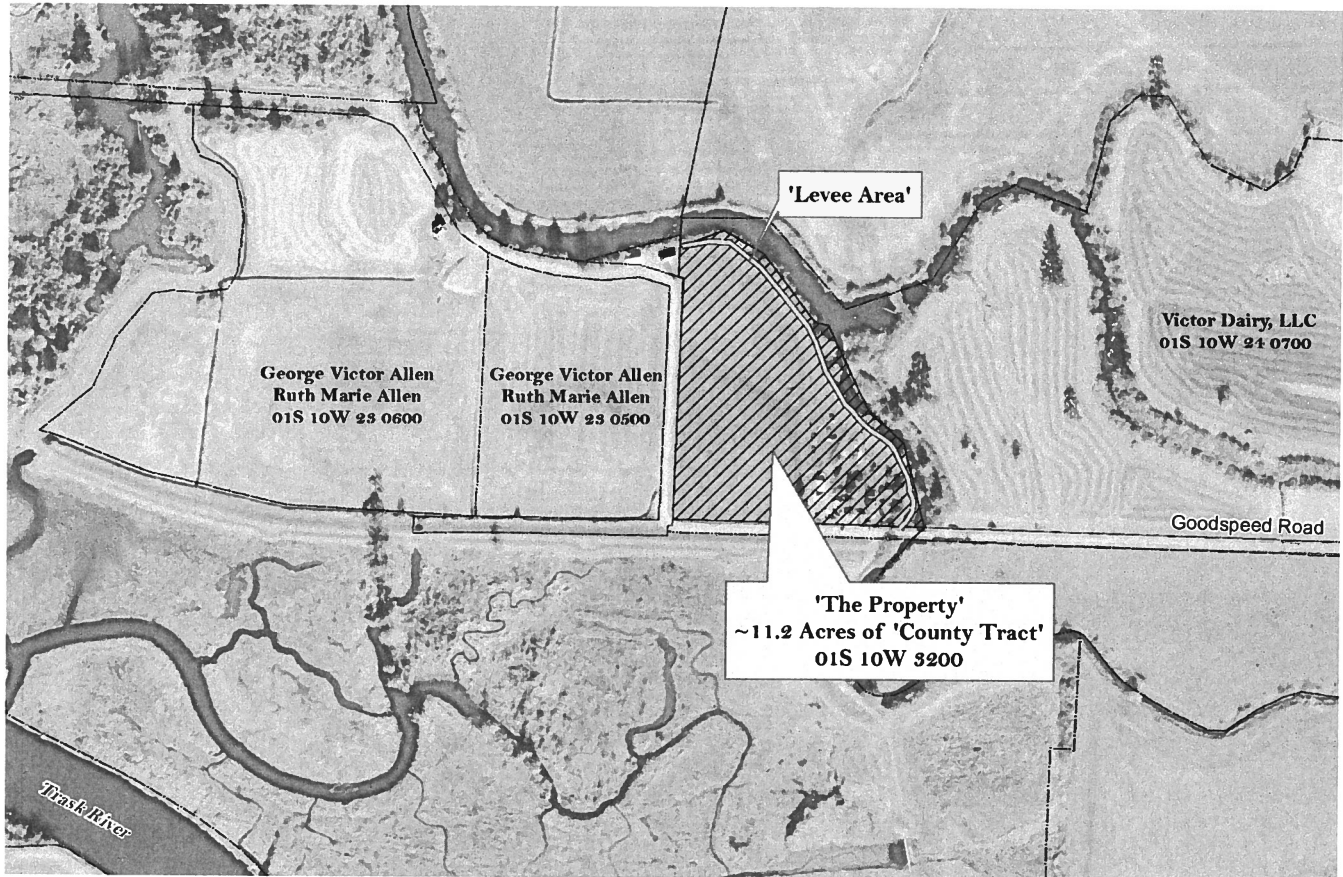


Exhibit C
Levee Area Description

An 80.00 foot wide maintenance and access easement, being 40.00 feet on either side, of the centerline of the levee more particularly described as follows:

Commencing at the West Quarter Corner of Section 24, Township 1 South, Range 10 West of the Willamette Meridian, said point being marked by a 3" diameter Tillamook County Brass Cap as shown on Rewitness Card #317, Tillamook County Survey Records, said point being in the centerline of Goodspeed County Road; thence along said centerline of Goodspeed County Road, also being the Center Quarter Section Line of above described Section 24, bearing North 89°20'46" East a distance of 723.59 feet to a point; thence North a distance of 20.00 feet to a point, said point being on the North Right of Way of Goodspeed County Road and being the **True Point of Beginning** of the centerline of the easement herein described; thence along the centerline of the levee through the following 14 courses: North 34°10'35" East a distance of 63.63 feet to a point, thence North 12°46'39" East a distance of 34.45 feet to a point, thence North 12°28'07" West a distance of 55.33 feet to a point, thence North 31°24'57" West a distance of 133.56 feet to a point, thence North 60°42'24" West a distance of 61.64 feet to a point, thence North 49°12'56" West a distance of 84.34 feet to a point, thence North 41°22'54" West a distance of 72.16 feet to a point, thence North 32°37'28" West a distance of 72.07 feet to a point, thence North 25°03'32" West a distance of 209.63 feet to a point, thence North 45°55'29" West a distance of 124.89 feet to a point, thence North 39°20'28" West a distance of 124.87 feet to a point, thence North 61°29'07" West a distance of 101.43 feet to a point, thence South 83°04'47" West a distance of 107.08 feet to a point, thence South 79°43'42" West a distance of 28.53 feet, more or less, to a point on the westerly Section Line of above described Section 24, said point being the terminus of this centerline description.