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DSL - BEND

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# STATE OF OREGON DEPARTMENT OF STATE LANDS

#### AGRICULTURAL LEASE AL- 57498

This Agricultural Lease AL-57498 (this "Lease") dated effective Oct. 6, 2015 (the "Effective Date") is entered into between the State of Oregon acting by and through the Department of State Lands ("DSL") and Stephen Loth ("Lessee").

Property description: DSL owns the real property described below (the "Property") which Lessee wants to lease for agricultural purposes, and which DSL is willing to lease under the terms of this Lease. The Property is located in Harney County, Oregon and is described specifically as follows:

Township 23 South Range 32E Sections 10(NE1/2NE1/4, SE1/4) and 14(NW1/4) of Tax Lot 1700

The Property, which is shown on the map attached as Exhibit A, consists of 400 acres of which Lessee may irrigate 305 acres. Lessee's rent in Section 3 is based on the irrigated acreage.

#### SECTION 1 -- TERM

1.1 Initial term of Lease.

> This Lease will continue for a period of 20 years commencing on October 1, 2015 and expiring on September 30, 2035 unless sooner terminated.

1.2 Renewal of term. Lessee may apply to renew this Lease for an additional 10-year term by submitting a renewal application to DSL not less than 180 days prior to the expiration of the current term. Upon receipt of the application, DSL may renew this Lease unless:

DSL determines, in its sole discretion that Lessee has not complied with the terms of this Lease or applicable law.

DSL determines that the renewal of this Lease hold would be contrary to local, (b) state, or federal law, or would be inconsistent with DSL policies.

## SECTION 2 -- USE OF PROPERTY

- Farm use only. Lessee may use the Property for agricultural production and incidental 2.1 grazing use only. Lessee's use of the Property is subject to terms that DSL may reasonably impose on the Property from time to time under a written farm plan, a copy of which will be provided to Lessee. Without DSL express written consent, which DSL may withhold in its sole discretion, Lessee may not use the Property for, among other uses, residential purposes, livestock feed yards, storage facilities (except for temporarily stacked hay), nor for anything other than agricultural production.
- 2.2 Restoration of Property. At the termination of the Lease or if Lessee ceases to use the Property for agricultural production, at Lessee's sole expense, Lessee must restore the

Property through reseeding with competitive seeded species, proper soil amendments to restore soil ph to what is present in pristine conditions as directed by DSL.

- DSL access to Property. DSL may access to the Property at all times for the purpose of 2.3 determining compliance with the terms of this Lease and to access DSL equipment on the Property.
- DSL transfer rights. At any time during the term of this Lease, DSL may: 2.4

Sell all or any part of the Property to a third party,

Grant usage rights and easements over any or all parts of the Property to a third (b)

party for any purpose, and

Lease all or any part of the Property to a third party for discovery, development, (c) production and storage of petroleum or minerals of any nature, including geothermal resources (together, "Third Party Rights").

2.5 Termination of lease or grant subject to Lease.

If DSL exercises its right to sell or grant Third Party Rights, DSL may either; (a)

(1) Terminate this Lease as to any or all of the Property effective December 31 of any year and after giving 2-years advance written notice to Lessee, or

(2) Grant the Third Party Rights subject to Lessee's right to continue to use all or

part of the Property.

- Within 15 days after request by DSL, Lessee must execute an estoppel certificate (b) certifying whether the Lease is in effect, whether Lessee is aware of any basis for claim that DSL is in default under the Lease, and whether Lessee has a basis for a claim for any offset of rent under the Lease. If DSL sells the Property to a third party subject to Lessee's continued use of the Property, Tenant must attorn to the purchaser as the new landlord. Within 15 days after request by DSL, Lessee must execute a reasonable form of attornment certificate that is consistent with this section.
- If DSL terminates the Lease under Section 2.5(a) (1), DSL must pay Lessee: (c)

(a) A refund of the unearned portion of any prepaid rent;

- (b) The reasonable value of work and labor on crops then growing on the Property; and
- (c) The reasonable value of Lessee's interest in the growing crops.
- (d) If DSL decreases Lessee's usable acreage of the Property under Section 2.4(b) or

(c) DSL must pay Lessee:

- (a) A refund of the unearned portion of prepaid rent for the Property that becomes unusable by Lessee ("Unusable Property");
- (b) The reasonable value of work and labor on crops growing on the Unusable Property that will not be harvested by Lessee; and

(c) The reasonable value of Lessee's interest in the growing crops on the

Unusable Property that will not be harvested by Lessee.

If DSL and Lessee are unable to agree on the amount to be paid to Lessee under (e) Sections 2.5(c) or (d), the amount will be determined by three arbitrators, one of whom is to be appointed by DSL, one by Lessee, and the third by the two

arbitrators selected by the parties. The determination of the arbitrators of an amount to be paid to Lessee will be final and binding upon both parties. The parties will share the arbitration cost equally.

2.6 Public use of Property. Under DSL administrative rules, DSL lands leased for agricultural and grazing purposes remain available to the public for recreational uses. For example, OAR 141-110-0060(6). Lessee must not interfere with use of the Property by the public. Use of the Property by the public is not intended to interfere with Lessee's agricultural operations. Under OAR 141-125-0170(5), Lessee may request that DSL close all or portions of the Property to public entry or restrict the recreational uses of the Property in order to protect persons, property, developments, livestock, and crops or other land cover.

2.7. Additional restrictions on use of the Property. Lessee must:

Legal compliance. Comply with all applicable local, state, and federal laws and regulations affecting the Property, and at Lessee's sole expense correct any non-compliance on Lessee's part. Lessee's obligations include without limitation complying with applicable Oregon Revised Statutes, Oregon Administrative Rules (OAR) including OAR chapter 141 division 125 (concerning special uses on state lands) and OAR chapter 660 division 33 (concerning agricultural land), and rules adopted by the Oregon Department of Agriculture and any local weed control district relating to control of noxious weeds and undertake all noxious weed treatment required on the property.

(b) Valuable materials. Not remove gravel or other valuable materials from the

Property without prior written authorization of DSL.

(c) Fire suppression. Take all reasonable precautions to protect the Property from fire, report any fires on or adjacent to the Property to fire suppression entities and DSL as soon as possible and make reasonable efforts to contain or suppress fire.

(d) Waste disposal. Properly dispose of all waste, debris, garbage, pesticides, pollutants and other refuse (together, "Waste"), and must not allow Waste to accumulate or be released on the Property. If Lessee allows Waste to accumulate on the Property, DSL may remove the Waste and collect the cost of removal plus reasonable administrative expenses from Lessee. In addition, if Lessee does not promptly remove Waste, or does not cooperate with DSL in the removal of Waste, DSL may terminate the Lease under Section 6.

(e) Lessee operations. Conduct all operations on the Property in a manner which protects long term soil fertility, forage production and water quality, and which does not contribute to soil erosion or noxious weeds. This includes adding proper soil amendments as required to make agricultural land productive over the long-

term.

2.8 Water rights and water usage.

(a) DSL water rights. The water rights belong exclusively to DSL and are appurtenant to the Property. Except as provided in Section 2.8(b), Lessee will have no water rights on or related to the Property.

- (b) Assignment of water rights. DSL hereby assigns its rights in the Water Permit to Lessee solely for use under this Lease, and solely for the purpose of irrigating crops on the Property. This assignment and Lessee's rights in the Water Permit will terminate automatically when the Lease terminates.
- (c) Water availability. Landlord has no responsibility for a water shortage. Lessee has investigated the extent of the DSL's water rights under the Water Permit and assumes the entire risk if the water available is inadequate to meet Lessee's needs. Lessee acknowledges that the extent of the water available may limit Lessee's choice of crops and farming practices, and may reduce the profitability of farming. DSL does not warrant the quantity or quality of the water available to Lessee. All of DSL's water rights must be used exclusively on the Property.
- (d) Preservation of water rights. Lessee must preserve DSL's water rights by regular and beneficial use of the water. Lessee acknowledges that the loss of those rights will cause DSL irreparable damage. Lessee must keep accurate written records of Lessee's water usage, and must provide those records to DSL on or before November 1 of each Lease year. Regarding the application of water to the Property, Lessor's record must include dates, hours, and amount of water in inches per acre of application.
- 2.9 Inspection of Property. Lessee represents and warrants that Lessee has inspected the Property and the title to the Property, and has made its own determination of the value, condition, and farming use and potential of the Property. Lessee accepts the Property, improvements, and DSL personal property included in this Lease in their present condition, AS IS, without any representation or warranties, express or implied. Landlord makes no representation or warranty regarding the Property or its potential for farming operations.

### 2.10 Ownership of improvements.

- (a) DSL owned property. All personal property and improvements on the Property as of the Effective Date are the exclusive property of DSL. Those improvements owned and installed by DSL are provided in EXHIBIT B. Lessee has the right to use these improvements in connection with its right to use DSL's water for crop irrigation. Lessee is solely responsible for the electrical utility expense arising from its use of the Property.
- (b) Lessee Equipment. Lessee owns pivot irrigation equipment ("pivots") and well pumps (Lessee Equipment) described in EXHIBIT C. Lessee is the exclusive owner of the Lessee Equipment. Upon termination of Lease, Lessee must remove the Lessee Equipment from the Property within 60 days of the termination date unless otherwise approved in writing by DSL. Lessee is responsible for any damage caused by the removal. If Lessee fails to remove any of the Lessee Equipment, at DSL's option, it will become the property of DSL.
- 2.11 Maintenance of fences and improvements. Lessee must not remove, alter, or destroy any DSL property, structures, fences, or other improvements without DSL's prior written consent. Lessee is responsible for maintaining all property, structures or improvements in a good state of repair.

#### **SECTION 3-- RENTAL**

3.1 Annual rent payment schedule and address. Lessee must pay rent annually on or before March 1 of each year to:

Department of State Lands 775 Summer St. NE Suite 100 Salem, OR 97301-1279

- 3.2 Rent amount. The base full year's rental will be \$60.00 per acre, with a 2% rate of increase assessed annually. The initial annual rent will be 25% (\$15.00 per acre) times the acres to be developed under pivot 1, 2 and pivot 3 totaling approximately 305 acres (\$4,575.00). This initial annual rent is intended to provide a reasonable period for development. The fair market rental value for the Property was calculated based on OAR 141-125-0160.
  - (a) Beginning March 1 of the year following first planting of a cover crop or desired species on each pivot, the rental amount will be 50% (\$30.00 per acre) of full year's rental as described in section 3.2. (b)

(b) Beginning March 1 of the second year following planting on each pivot the full year's rental amount will be 100% (\$60.00 per irrigated acre) as described in section 3.2.

On March 1, of the third year following planting of the final pivot to be developed under this lease the 2% annual rate of increase will be assessed on all irrigated acres.

#### SECTION 4 - ASSIGNMENT

- 4.1 No assignment or transfer. Lessee may not assign, mortgage, sublet, offer for any United States Department of Agriculture program, or otherwise transfer this Lease, the Property, rights under the Water Permit, or any portion without the prior written consent of DSL. DSL reserves the right to condition its consent upon acceptance by a proposed assignee, mortgagee, or other transferee of changes to, and agreement to comply with, the terms of this Lease.
- 4.2 Change in control. If during the term of this Lease any part or all of the corporate shares of Lessee are transferred for any reason (including sale, assignment, bequest, inheritance, operation of law, or other disposition) and the transfer results in any change in the control of Lessee from the person or persons now owning a majority of the corporate shares, the transfer will be deemed an assignment requiring DSL's consent.

SECTION 5 - GENERAL OBLIGATIONS

- 5.1 Taxes and assessments. Lessee shall pay all taxes and assessments that may be legally charged against the Property, whether or not such taxes or assessments have been levied against the Property or DSL by the assessing agency.
- 5.2 Insurance requirements. Lessee, at its sole expense and at all times during the term of this Lease, shall maintain in force for the joint benefit of DSL and Lessee the following insurance.
  - (1) Workers' Compensation required of employers with one or more workers, as defined by ORS 656.027. All employers who employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Lessee shall require and ensure that any subtenants (if permitted) comply with these requirements.

(2) Comprehensive General Liability coverage, insuring against claims for bodily injury, death and property damage. Coverage must include contractual liability coverage for the indemnity provided under this Lease. Lessee shall provide proof of liability or commercial general liability insurance in not less than the following amounts:

Bodily Injury/Death: \$1,000,000 Property Damage: \$500,000

(3) Automobile Liability coverage, insuring against claims for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. Lessee shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death: \$500,000 combined single limit per occurrence

Property Damage: \$50,000

(4) "Tail" coverage. If any of the required liability insurance is on a "claims made" basis, Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the Effective Date of this Lease, for a minimum of 24 months following the termination of the Lease.

(5) Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Lessee or its insurer(s) to DSL.

(6) Certificates of Insurance. As evidence of the insurance coverage required by this Lease, Lessee shall furnish acceptable insurance certificates to DSL on or before the Effective Date. The certificates must specify the additional insureds. If requested, complete copies of insurance policies shall be provided to DSL. Lessee shall pay all deductibles and self-insured retention, if applicable.

- (7) Additional insured. The commercial general liability and automobile liability insurance coverage required under this Lease must include the State of Oregon, and its agencies, departments, divisions, commissions, branches, officers, employees, and agents as additional insureds but only with respect to Lessee's activities under this Lease. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 5.3 Indemnification. (a) Lessee shall indemnify and defend DSL from and against any and all liability, damage, loss, costs, and expenses including attorney fees (together. "Claims") that may be incurred by DSL by reason of, resulting from, in connection with, or arising in any manner whatsoever out of:
  - (1) A breach by Lessee of its obligations under the Lease.
  - (2) Any Claims arising from Lessee's use of the Property.
  - (3) Lessee's use, generation, manufacture, storage or disposal of hazardous materials on, under, or about the Property.
  - (4) Migration of hazardous materials onto the Property caused by or arising in connection with Lessee's activities conducted on or associated with the Property.
  - (b) Lessee's indemnity obligations under this Section 5.3 include, but not be limited to: (i) all liabilities, losses, claims, demands, penalties, fines, settlements, damages, response, remediation, closure or inspection costs; (ii) any expenses (including reasonable attorney and consultant fees, investigation expenses, and laboratory and litigation costs) of whatever kind or nature that are incurred by DSL; (iii) any personal injuries or property damages, real or personal; (iv) any violations of law, orders, regulations, requirements or demands of governmental authorities; and (v) any lawsuit brought or threatened, settlement reached, or government order arising out of or in any way related to the release of hazardous materials on the Property caused by Lessee.
  - (c) Lessee's indemnity obligations under this Section 5.3 shall not include Claims suffered by DSL and resulting from:
    - (1) Hazardous materials present in or on or under the Property as of the Effective Date unless caused by Lessee or its employees, agents or invitees.
    - (2) Hazardous materials present in or on or under the Property as of the Effective Date that migrate, percolate, flow, diffuse, or in any way move within, from or off the Property after the Effective Date, unless caused by Lessee, its employees, agents, or invitees.

The indemnity obligations of Lessee shall survive the termination of this Lease.

5.4 Bond. Under OAR 141-125-0180, Lessee shall obtain a surety bond or certificate of deposit in the amount of \$10,000.00 ensuring performance by Lessee of its obligations under the Lease, including payment of rent. DSL's reliance on a bond is in addition to any other remedy available to DSL. DSL may increase the amount of the bond by reasonable amounts sufficient to cover Lessee's obligations under the Lease. Upon written notification to Lessee by DSL of the additional bond amount, Lessee shall cause its bond to be increased in such amount.

# SECTION 6 - DEFAULT, REMEDIES, TERMINATION

6.1 <u>Default</u>. The occurrence of any one or more of the following events will be a default of this Lease by Lessee:

(a) Failure to pay rent or other charges. Lessee's failure to pay rent or other sums due under this Lease within the later of 30 days after they become due and payable or 10 days after DSL provides written notice of payment default. In addition to other remedies provided below, if Lessee fails to make payments within the time designated above, the amounts owing under the Lease will accrue interest at the rate provided in Section 7.2 until the amounts have been paid.

(b) Failure to perform other obligations. Failure to perform or observe any other term, condition, covenant or obligation required to be performed or observed by Lessee under this Lease for a period of 30 days (or such shorter time as provided in this Lease) after delivery of notice from DSL; except that DSL may designate a shorter time period for the performance of the obligation if DSL in good faith believes that failure to perform constitutes an immediate threat to persons or property.

(c) Abandonment. Lessee's abandonment or failure to occupy the Property or any substantial portion.

(d) Bankruptcy. The filing of a petition in bankruptcy, insolvency or for protection from creditors, reorganization or rearrangement pursuant to any federal or state statute, and with respect to such petition filed against it, Lessee fails to secure a stay or discharge within 60 days after filing.

(e) Assignment or subletting. Any attempted assignment or subletting or other transfer of the Property for which the prior written consent of DSL has not been obtained.

### 6.2 DSL's remedies upon default

- (a) <u>DSL's Remedies</u>. Upon the occurrence of any event of default, DSL may terminate this Lease upon written notice to Lessee and DSL may recover money damages or any other remedy provided by applicable law. In addition to other remedies, DSL may elect to perform Lessee's obligation and recover from Lessee the costs thereof plus interest at the rate specified in Section 7.2.
- (b) Remedies Cumulative. Any termination of this Lease by DSL for Lessee's default will not relieve Lessee from the obligation to pay any sums that then or thereafter are due and payable to DSL under the Lease, and any such termination will not prevent DSL from enforcing the obligation to pay such sums by any means provided by law. Any remedies of DSL contained in this Lease are not exclusive and are cumulative, and DSL may pursue any one or all of such remedies, or any other available remedy.

### SECTION 7 - MICELLANEOUS PROVISIONS

7.1 <u>Successors and assigns</u>. Subject to Section 4.1 restricting assignment and subleasing, this Lease and the respective rights and obligations of the parties will inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

- 7.2 <u>Late charges and interest</u>. Lessee acknowledges that late payments of rent and other charges due under the Lease will cause DSL to incur costs and other damages not otherwise addressed in this Lease, including costs associated with administrative processing and accounting. Therefore, in addition to any other remedies permitted under the Lease, if Lessee has not made full payment of amounts due within 30 days of the date the payment is due, Lessee shall pay DSL (a) an administrative fee equal to five percent of the amount due, and (b) interest on all amounts due and owing under this Lease at the lower of nine percent or the highest interest rate allowable by law.
- 7.3 <u>Lessee warranties</u>. Each person executing this Lease on behalf of Lessee hereby covenants and warrants that Lessee is a duly authorized and existing corporation, that Lessee has and is qualified to do business in Oregon, that the corporation has full right and authority to enter into this Lease, that each person executing the Lease on behalf of the corporation is authorized to do so, and that execution is binding on the corporation.
- 7.4 Waiver. No delay or omission by DSL in the exercise of any right or remedy in response to a default by Lessee will impair such right or remedy, nor may it be construed as a waiver. No waiver by DSL of any default by Lessee under any of the covenants or conditions of this Lease may be construed or held to be a waiver of any succeeding or preceding default under the same or any other covenant or condition contained in the Lease. Any waiver by DSL of any default must be in writing in order to be valid.
- 7.5 Choice of law. This Lease and the rights of the parties under it are to be interpreted in accordance with the laws of the State of Oregon. In the event of any dispute, the sole and exclusive venue will be in a court of competent jurisdiction in the county in which Property is located and the parties shall submit to the jurisdiction of that court. This Lease is to be construed fairly as to all parties and not in favor of or against any party regardless of which party prepared this Lease.
- 7.6 <u>Amendment</u>. No amendment or addition, modification of or alteration of any provision of this Lease will be effective unless fully set forth in writing and executed by DSL and Lessee.
- 7.7 Liens.
  - (a) Lessee must not file or place any lien of any kind or character upon the Property or any personal property of DSL without the prior written consent of DSL. DSL may not unreasonably withhold such consent.
  - (b) If any lien or other charge is placed on the Property or any DSL personal property of DSL arising directly or indirectly out of Lessee's actions, Lessee shall immediately cause the lien or charge to be discharged. DSL may terminate this Lease if Lessee fails to discharge the lien or charge after 30 days' notice to do so by DSL. Lessee shall pay and indemnify DSL for all costs, damages or charges of whatsoever nature, including attorneys' fees, necessary to discharge the lien or charge, whether such costs, damages or charges are incurred prior or subsequent to any termination of this Lease.

- No partnership or joint venture. DSL is not a partner nor in a joint venture with 7.8 Lessee in connection with the business carried on under this Lease and has no obligation for Lessee's debts or other liabilities. The parties are independent contractors.
- Notices. Any notice required or permitted under this Lease will be deemed given when 7.9 actually delivered or when deposited in the U. S. Postal Service as follows:

To DSL:

Department of State Lands

Eastern Region

1645 NE Forbes Road, Suite 112

Bend, OR 97701

To the Lessee:

Stephen Roth 41600 Hwy 20 Brothers, OR 97712

Entire agreement. This Lease, together with the attached exhibit, constitutes the entire 7.10 agreement between the parties on the subject matter of this Lease. No waiver, consent, modification or change of terms of this Lease will bind either party unless in writing. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given, and will be valid and binding only if it is signed by each party. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Lease. Lessee, by the signature below of its authorized representative, hereby acknowledges that Lessee has read this Lease, understands it and agrees to be bound by its terms and conditions, including the payment of rent.

DSL: State of Oregon acting by and through the Department of State Lands

By:

Jim Paul

Assistant Director

Lessee: Stephen Roth

11)	APEŞVA NIVESE	Ruh! Road / Ex	Agricultura khibit "A"	Lease	NYSC	
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# Exhibit "C" Lessee Owned Equipment Agricultural Lease 57498-AL

Irrigation Pumps (3) Center Pivots (3)



### **Certification Acknowledgement**

This is to certify that

Stephen Roth 41600 Hwy 20 Brothers, OR 97712 United States

is Certified Organic by Oregon Tilth under the US National Organic Program 7 CFR Part 205

Scope: NOP-Crop

Client Identification Number: OT-009673

Certified Organic Products: Per attached System Plan Summary

Certified by OTCO since: 05/06/2008

NOP effective date: 05/06/2008

NOP ID: 8150001684

Anniversary Date: 04/01/2018

Once certified, a production or handling operation's organic certification continues in effect until surrendered, suspended or revoked.

Certificate Issue Date: 07/18/2017

Authorized by:

Connie Karr, Certification Director

Certificate Number: Z-28133-2008

Doc - Certificate | Rev. 4/24/2017

Oregon Tilth, Inc.

2525 SE 3rd Street, Corvallis, OR 97333, USA • PH: 1-503-378-0690 • FX: 1-541-753-4924 • www.tilth.org • organic@tilth.org



Stephen Roth 41600 Hwy 20 Brothers, OR 97712 United States Client Identification Number: OT-009673

NOP ID: 8150001684

Certificate Issue Date: 07/18/2017

Certified by OTCO since: 5/6/2008

Parcels	Crops	Compliance
Army: 41600 Hwy 20, Brothers,	Alfalfa	NOP-Crop,
Oregon		US/Canada
		Equivalence-Crop
Burns Pivots: Access Ruel Road off	Alfalfa, Pasture, Triticale Hay	NOP-Crop,
Hwy 20 E of Burns, Burns, Oregon		US/Canada
		Equivalence-Crop
Corral: 41600 Hwy 20, Brothers,	Alfalfa/Barley, Alfalfa/Triticale Hay	NOP-Crop,
Oregon		US/Canada
		Equivalence-Crop
Equipment: 41600 Hwy 20, Brothers,	Alfalfa	NOP-Crop,
Oregon		US/Canada
		Equivalence-Crop
Petrified: 41600 Hwy 20, Brothers,	Alfalfa	NOP-Crop,
Oregon		US/Canada
		Equivalence-Crop
Rimrock: 41600 Hwy 20, Brothers,	Alfalfa	NOP-Crop,
Oregon		US/Canada
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Roylat: 41600 Hwy 20, Brothers,	Canola	NOP-Crop,
Oregon		US/Canada
		Equivalence-Crop
Tinner: 41600 Hwy 20, Brothers,	Canola	NOP-Crop,
Oregon		US/Canada
		Equivalence-Crop



### **Certification Acknowledgement**

This is to certify that

Stephen Roth 41600 Hwy 20 Brothers, OR 97712

**United States** 

is declared by Oregon Tilth to be in compliance with the following standards / programs:

Standard / Program

**Certification Period** 

US/Canada Equivalence-Crop

Compliant Since: 10/19/2011

Products on the attached Organic System Plan Summary identified with compliance marks for US-Canada Equivalency are certified to the terms of the US-Canda Equivalency Arrangement

Client Identification Number: OT-009673

NOP ID: 8150001684

Certificate Issue Date: 07/18/2017 Certified by OTCO since: 5/6/2008

Certificate Number: Z-28133-2008

Authorized by:

Connie Karr, Certification Director

Doc - Certificate | Rev. 4/24/2017

Oregon Tilth, Inc.

2525 SE 3rd Street, Corvallis, OR 97333, USA • PH: 1-503-378-0690 • FX: 1-541-753-4924 • www.tilth.org • organic@tilth.org