

**MEMORANDUM**  
**GROUNDWATER MITIGATION OPTION AGREEMENT**

THIS MEMORANDUM OF GROUNDWATER MITIGATION OPTION AGREEMENT ("Memorandum") is entered into and effective as of this 11<sup>th</sup> day of November, 2014 by and between the following parties:

**GRANTOR:** Crushe LLC, a Washington Limited Liability Company whose address is P.O. Box 687, Roslyn, Washington 98941; and

**GRANTOR'S AUTHORIZED AGENT:** Yakima River Mitigation Water Services LLC, a Washington Limited Liability Company, whose address is P.O. Box 687, Roslyn, Washington, 98941; and

**GRANTEE:** QLL Holdings, LLC, a Washington Limited Liability Company whose mailing address is 99 North Shore Drive, Orondo, Washington, 98863  
collectively, the "Parties."

RECEIVED  
NOV 14 2014

1. **Water Rights.** The Parties entered into that certain Groundwater Mitigation Option Agreement dated November 11<sup>th</sup>, 2014, (the "Agreement"), wherein Grantor agrees to give Grantee an Option for Right Application No. CS4-02316sb8(a1) on file with the Washington Department of Ecology ("Ecology") for the following uses of water:

- Indoor Domestic Use for up to 20 employees using facilities connected to an approved on-site septic system
- Commercial Nursery for 21,000 square feet of plant canopy
- Estimated Range of Total Consumptive Use Offset with Mitigation Water Rights: 0.118 AFY to 5 AFY
- Kittitas County Tax Parcel #s 784334 and 17954

2. **Purpose.** This Memorandum of Groundwater Mitigation Agreement is solely to evidence the existence of the Agreement between the Parties and in no way modifies the Agreement.

3. **Expiration.** The Agreement expires on November 11<sup>th</sup> 2015 (one year from the date of the Agreement) unless specifically extended in writing by the parties.

IN WITNESS of the foregoing provisions, the Parties have signed this Memorandum below:

**GRANTOR**  
Crushe LLC

**GRANTOR'S AUTHORIZED AGENT**  
Yakima River Mitigation Water Services, LLC

By: Nathan R. Weis, Member Manager

By: Nathan R. Weis, Vice President, W.E.I.S.  
Its: Sole member

**GRANTEE**  
QLL Holdings, LLC

By: Leif Langlois, Member Manager



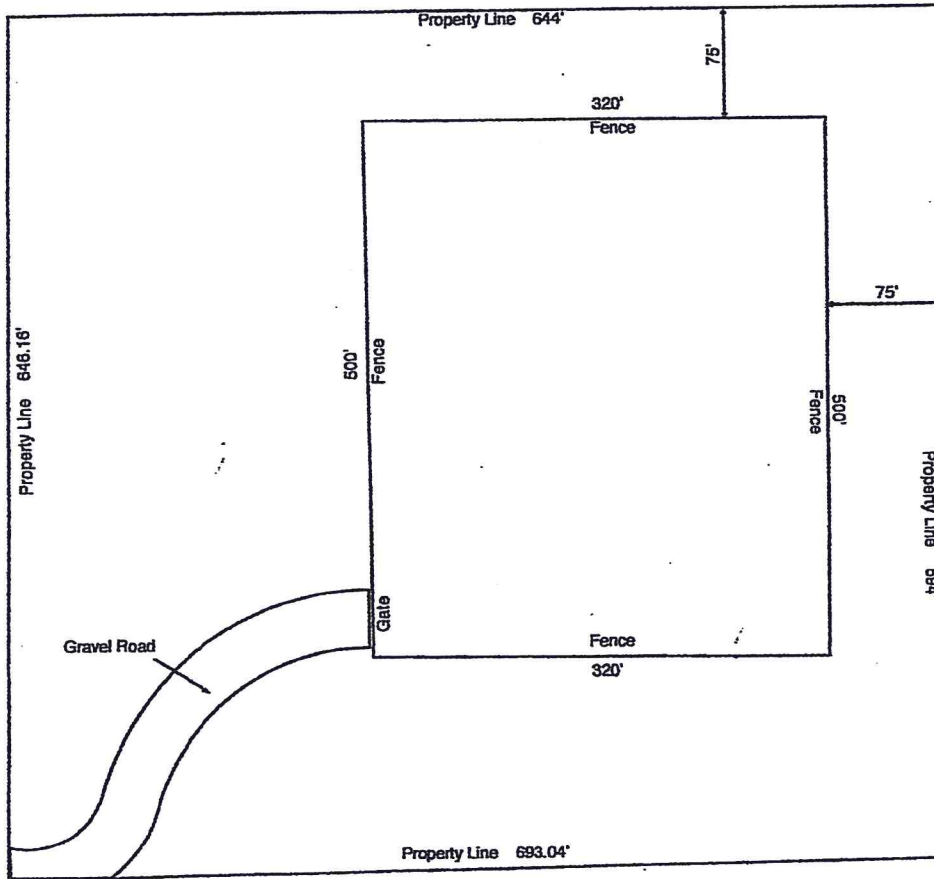
# GrowBros Landscape Plan

WSLCB License# 412416  
UBI# 6033490980010001





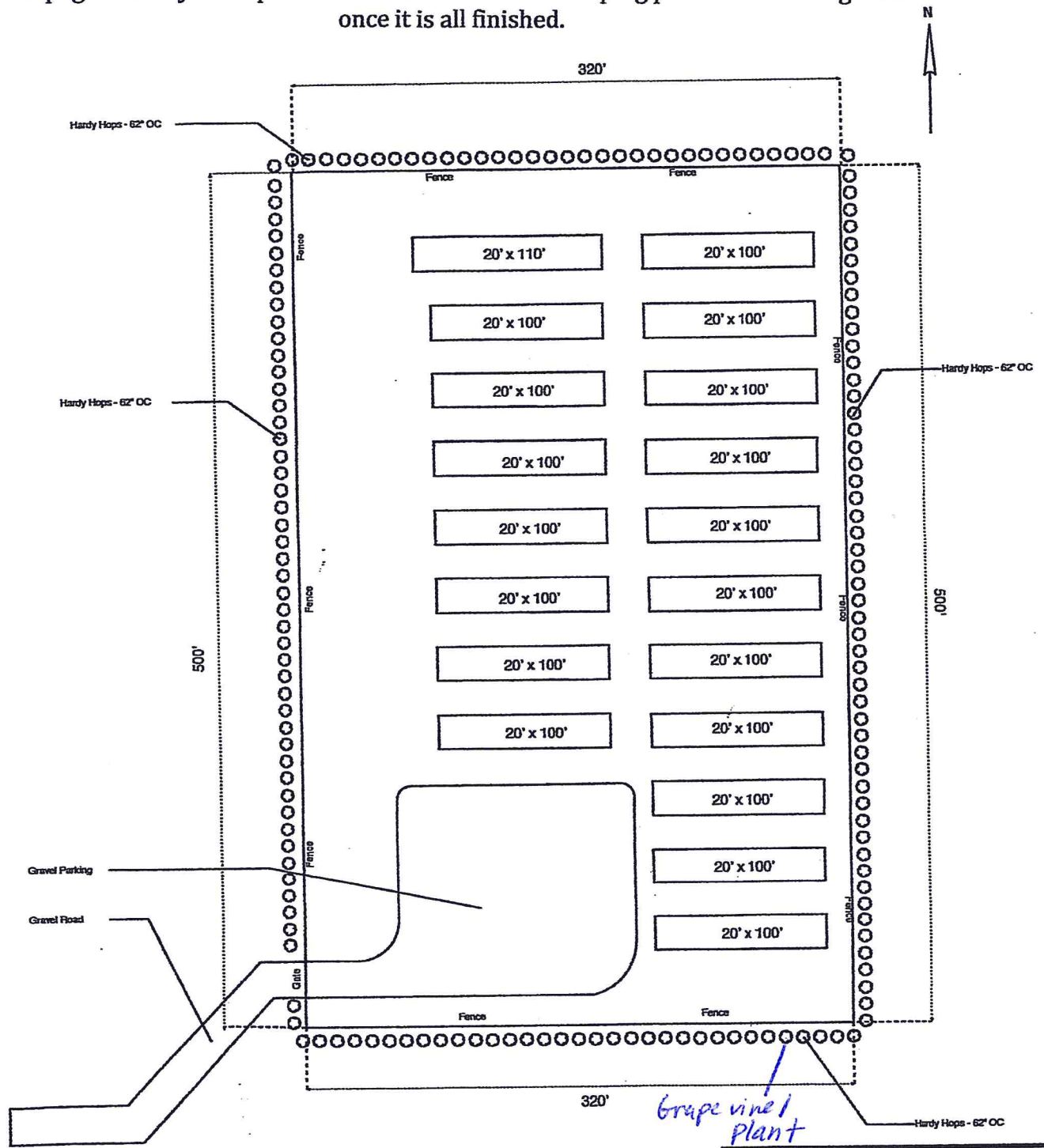
This page shows you how the fence will lay out in the existing parcel with all the correct setbacks



Customer Info

GrowBros  
WSLBC License #412416  
2990 Rader Rd  
Parcels 784334 & 17954

This page shows you a up-close view of how the landscaping plan will come together once it is all finished.



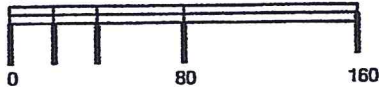
Plant Spacing & Irrigation Description

Hardy Hops - 'Humulus lupulus'

166 - 1gal units planted at 62" OC

1600 LF Drip irrigation on Hardy Hops along fence perimeter.

SCALE:



GrowBros  
WSLBC License #412416  
2990 Rader Rd  
Parcels 784334 & 17954

# Capland Management, LLC.

## Island Details Landscape & Maintenance

12990 Phelps Road NE Bainbridge Island, WA 98110 (206) 855-8047

### Estimate for perimeter fence screen planting and irrigation at 2990 Radar Road, Ellensburg, WA 98926

Dear Andy,

Thank you for this opportunity. We will provide and install 166 Hardy Hops ("Humulus lupulus") on 62" centers in 1 gal containers. This project is set to start in the beginning of April. Humulus lupulus is planted soon after the last frost. This is to insure that the new plants will grow a significant healthy root system. A healthy root system will insure the vines live over the harsh winter. The fence behind the row of plants will be a great way for them to climb and be strong. This foliage can reach heights of 18 feet.

The bonding here will ensure that the work will be completed. Work will commence before the start of the KRD irrigation season to insure proper water availability. Currently the sight has been flood irrigated for several decades and needs to be prepped before the water is turned back on. It is important not to over water hops as it will affect growth.

**\$ 1574.00** includes labor and materials

Please let us know if you have other questions or need any more help with your bonded project.

Capland Management, LLC is a licensed, bonded and insured General Contractor, License # CAPLAML860B8.

Best Regards,

Terri Parris General Manager

Interchangeable Plant & Grape vine!

for a total of 166 plants

RECEIVED  
NOV 21 2014  
KITITAS COUNTY  
CDS

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collectively, the "Parties."


1. **Water Rights.** The Parties entered into that certain Groundwater Mitigation Option Agreement dated November 11, 2014, 2014, (the "Agreement"), wherein Grantor agrees to give Grantee an Option for Grantee to acquire from Grantor a portion of Grantor's interest in those certain water rights described in Trust Water Right Application No. CS4-02316sb8(a1) on file with the Washington Department of Ecology ("Ecology") for the following uses of water:

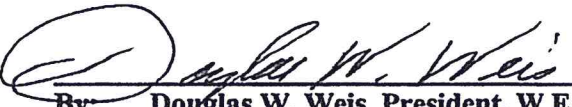
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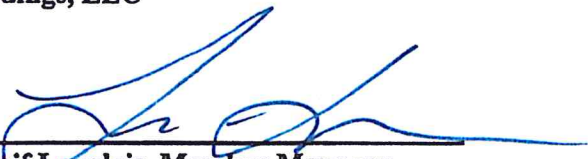
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3. **Expiration.** The Agreement expires on November 11, 2015 (one year from the date of the Agreement) unless specifically extended in writing by the parties.

IN WITNESS of the foregoing provisions, the Parties have signed this Memorandum below:

**GRANTOR**  
Crushe LLC  
  
By: Douglas W. Weis, Member Manager

**GRANTOR'S AUTHORIZED AGENT**  
Yakima River Mitigation Water Services, LLC  
  
By: Douglas W. Weis, President, W.E.I.S.  
Its: Sole member

**GRANTEE**  
QLL Holdings, LLC  
  
By: Leif Langlois, Member Manager





Bond Number : SUR40002923

**LANDSCAPE PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, QLL HOLDINGS, LLC, as Principal, and IRONSHORE INDEMNITY INC., a corporation, duly authorized to do surety business in the State of WASHINGTON, as Surety, are jointly and severally held and bound unto KITTITAS COUNTY in the sum of ONE THOUSAND NINE HUNDRED THIRTY FOUR DOLLARS AND ZERO CENTS (\$1,934.00) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS the above named Principal entered into an agreement or agreements with said Obligee for COMPLETION OF FENCE PLAN AND SURVIVAL OF ANY LANDSCAPING NECESSARY TO VISUALLY SCREEN REQUIRED FENCES.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall well and truly perform said agreement or agreements during the original term thereof or of any extension of said term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void, otherwise it shall remain in full force and effect

IN WITNESS WHEREOF, the signature of the said Principal and the corporate seal and the name of the Surety is hereto affixed this 20<sup>TH</sup> day of NOVEMBER, 2014.

**PRINCIPAL**

QLL HOLDINGS, LLC

By: [Signature]

**SURETY**

IRONSHORE INDEMNITY INC,

by: [Signature]  
LORINA COBLE, Attorney-in-Fact



POWER OF ATTORNEY

SUR40002923

Ironshore Indemnity Inc.

KNOW ALL MEN BY THESE PRESENTS, that IRONSHORE INDEMNITY INC., a Minnesota Corporation, with its principal office in New York, NY does hereby constitute and appoint: LORINA COBLE its true and lawful Attorney-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, a LANDSCAPE PERFORMANCE BOND under bond or undertaking number SUR40002923 Issued on behalf of, QLL HOLDINGS, LLC as principal in the penal sum of \$1,934.00

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of IRONSHORE INDEMNITY INC. on the 22<sup>nd</sup> Day of April, 2013 as follows:

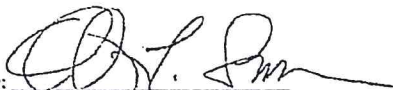
Resolved, that the Director of the Company is hereby authorized to appoint and empower any representative of the company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,934.00 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the Director and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile on any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, IRONSHORE INDEMNITY INC. has caused this instrument to be signed by its Director, and its Corporate Seal to be affixed this 1<sup>st</sup> Day of May, 2013.

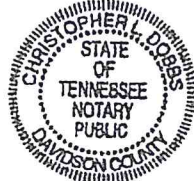
IRONSHORE INDEMNITY INC.

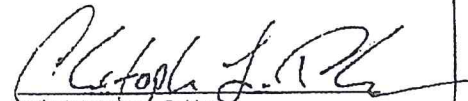


By:   
Daniel L. Sussman  
Director

ACKNOWLEDGEMENT

On this 1<sup>st</sup> Day of May, 2013, before me, personally came Daniel L. Sussman to me known, who being duly sworn, did depose and say that he is the Director of Ironshore Indemnity, Inc., the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



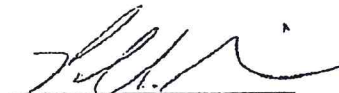
  
Christopher L. Dobbs  
Notary Public

MY COMMISSION EXPIRES  
June 21, 2016  
CERTIFICATE

I, the undersigned, Secretary of IRONSHORE INDEMNITY INC., A Minnesota Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at this 20TH Day of NOVEMBER, 2014 .



  
Paul S. Giordano  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."