

**REGIONAL INFRASTRUCTURE FUND
GRANT AGREEMENT**

Project Name: Bernau Estate Biodynamic Wine and Agriculture Experience

Oregon Business Development Department Project Number: RS1913

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is made by and between Yamhill County, a political subdivision of the State of Oregon ("Yamhill County") and Willamette Valley Vineyards, Inc., an Oregon corporation, operating under the assumed business name of Bernau Estate, ("Subrecipient") for grant funding for the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A General Definitions
- Exhibit B Project Description
- Exhibit C Project Budget

Pursuant to an appropriation in Section 3, chapter 748, Oregon Laws 2017, Yamhill County is authorized to make an award from the Regional Infrastructure Fund ("Fund") established in Section 3, chapter 786, Oregon Laws 2013 (the "Act") to assist in financing the costs of completing the Project.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$10,660,000.

Grant Amount: \$150,000.

Project Close-Out Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: December 31, 2021.

SECTION 2 - FINANCIAL ASSISTANCE

Yamhill County shall provide Subrecipient, and Subrecipient shall accept from Yamhill County, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

Conditions to Closing. Yamhill County's obligations are subject to the receipt of the following items, in form and substance satisfactory to Yamhill County and its Counsel:

- (1) This Contract duly signed by an authorized officer of Subrecipient; and
- (2) Such other certificates, documents, opinions and information as Yamhill County may reasonably require.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds, as defined elsewhere herein, will be disbursed to Subrecipient on an expense reimbursement or costs-incurred basis. The Subrecipient must submit each disbursement request for the Financing Proceeds on a Yamhill County-provided or Yamhill County-approved disbursement request form ("Disbursement Request"), accompanied by receipts and other documentation of expenses that are acceptable to Yamhill County.
- B. Financing Availability. Yamhill County's obligation to make, and Subrecipient's right to request, disbursements under this Contract terminate on the Project Close-out Deadline.
- C. Conditions to Disbursements. As to any disbursement, Yamhill County has no obligation to disburse funds unless all following conditions are met:
- (1) Subrecipient is not in Default or there has not been an Event of Default on the part of Subrecipient, as the terms "Default" and "Event of Default" are defined elsewhere herein.
 - (2) The representations and warranties made by Subrecipient in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) Yamhill County has sufficient funds to disburse the Grant Amount. Notwithstanding the preceding sentence, payment of the Grant Amount by Yamhill County is contingent on Yamhill County receiving funds from the Oregon Business Development Department sufficient to allow Yamhill County, in the exercise of its reasonable administrative discretion, to pay the Grant Amount in accordance with the terms of this Contract, and notwithstanding anything in the Contract, occurrence of such contingency does not constitute an event of default. Upon occurrence of such contingency, Yamhill County has no further obligation to disburse the Grant Amount to Subrecipient.
 - (4) Yamhill County (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as Yamhill County may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs.
 - (5) Reserved.
 - (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 4 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Subrecipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. Subrecipient may not transfer Financing Proceeds among line items in the Project budget without the prior written consent of Yamhill County.
- B. Costs of the Project. The Subrecipient shall apply the Financing Proceeds to the Costs of the Project in accordance with Section 4 Use of Financial Assistance. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-award Costs of the Project, except as permitted by Exhibit B.
- C. Costs Paid for by Others. The Subrecipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.
- D. Unexpended Grant Moneys. Any Grant moneys disbursed to Subrecipient, and any interest earned by Subrecipient on the Grant moneys, that are not used as set out herein or that remain after the Project is completed or this Contract is terminated shall be immediately returned to Yamhill County.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents and warrants to Yamhill County:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section I.
- B. Organization and Authority.
 - (1) The Subrecipient is a legal entity, validly organized and existing under the laws of the State of Oregon.
 - (2) The Subrecipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been authorized by an ordinance, order or resolution of Subrecipient's governing body that was adopted in accordance with applicable law.
 - (4) This Contract has been duly executed by Subrecipient, and when executed by Yamhill County, is legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Subrecipient has disclosed in writing to Yamhill County all facts that materially adversely affect the Project, or the ability of Subrecipient to perform all obligations required by this Contract. The Subrecipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit B and Exhibit C, is true and accurate in all respects.
- D. Pending Litigation. The Subrecipient has disclosed in writing to Yamhill County all proceedings pending (or to the knowledge of Subrecipient, threatened) against or affecting Subrecipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Subrecipient to perform all obligations required by this Contract.
- E. No Defaults.
 - (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this

Contract.

- (2) The Subrecipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Subrecipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Subrecipient is a party or by which the Project or any of Subrecipient's property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Subrecipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Subrecipient, the Project or Subrecipient's properties or operations.
- G. Compliance with Tax Laws. Subrecipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION 6 - COVENANTS OF SUBRECIPIENT

The Subrecipient covenants as follows:

- A. Notice of Adverse Change. Subrecipient shall promptly notify Yamhill County of any adverse change in the activities, prospects or condition (financial or otherwise) of Subrecipient or the Project related to the ability of Subrecipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Subrecipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project. In particular, but without limitation, Subrecipient shall comply with the following, as applicable:
- (1) Oregon Tax Laws, (as defined in Section 5.G).
 - (2) ORS 280.518 requiring public display of information on Lottery funding of the project. Subrecipient shall include the following statement, prominently placed, on all plans, reports, bid documents and advertisements relating to the Project:

 "This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department."

 These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.
- C. Project Completion Obligations. Subrecipient shall:
- (1) Ensure the completion of the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (2) Ensure the completion of the Project no later than the Project Completion Deadline, unless otherwise permitted by the Yamhill County in writing.

- (3) No later than the Project Closeout Deadline, provide Yamhill County with a final project completion report on a form provided by Yamhill County, including Subrecipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, Yamhill County will be the final judge of the Project's completion.
- D. Books and Records. The Subrecipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Subrecipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Subrecipient.
- E. Inspections; Information. The Subrecipient shall ensure that Yamhill County and any party designated by Yamhill County: (i) may inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Subrecipient shall supply any related reports and information as Yamhill County may reasonably require.
- F. Records Maintenance. The Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Subrecipient shall retain the books, documents, papers and records until the issues are resolved.
- G. Economic Benefit Data. Yamhill County may require Subrecipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Subrecipient shall, at its own expense, prepare and submit the data within the time specified by Yamhill County.
- H. Notice of Default. The Subrecipient shall give Yamhill County prompt written notice of any Default as soon as any senior administrative or financial officer of Subrecipient becomes aware of its existence or reasonably believes a Default is likely.
- I. Indemnity. Subrecipient shall defend, indemnify, save and hold harmless Yamhill County and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorney's fees incurred related to any actual or alleged act or omission by Subrecipient, or its employees, agents or contractors.
- J. Prevailing Wages; certified statement. The Subrecipient hereby certifies, and it shall be a condition of disbursement, as provided by ORS 279C.800 through 279C.870, that in performing this Agreement the Subrecipient will ensure that any contractor or subcontractor (herein "Contractor") employed by Subrecipient on the Project will pay and cause to be paid not less than the prevailing rate of wages as of the date of Subrecipients agreement or agreements with Contractor, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of the Project. In the event any Contractor hired by Subrecipient on the Project is obligated to abide by prevailing wage requirements imposed by

federal law, the Subrecipient shall ensure that such Contractor complies with the Davis-Bacon Act (40 U.S.C. 3141 et seq). The Contractor shall file with the Subrecipient certified statements as required under ORS279C.845 with regard to payment of prevailing wages. Pursuant to ORS 279C.845(7) until Subrecipient receives the certified statements from Contractor, Subrecipient shall retain 25% of any amount earned by the Contractor as required by law. Subrecipient shall pay Contractor any retained amounts under this Section within 14 days of receipt of certified statements.

- K. BOLI Fee. In accordance with ORS 279C.825, as amended in 2009, the Subrecipient shall pay a fee to the Bureau of Labor and Industries (BOLI), Wage and Hour Division, Rom 1160, Prevailing Wage Unit, 800 NE Oregon Street, #32, Portland, Oregon 97232. The fee is an amount equal to one-tenth of one percent (0.1 percent) of the contract price of each contract for the Project, with a minimum fee of \$250.00 and a maximum fee of \$7,500.00. The fee shall be paid at the time Subrecipient enters into each agreement with a Contractor for Project work or services or as otherwise directed by BOLI. The fee shall be paid in accordance with the administrative rules of BOLI.
- L. Public Works Bond. Before commencing work under any contract with a Contractor for the Project, the Subrecipient shall ensure that the Contractor has a public works bond as described in PRS 279C.836 filed with the Construction Contractor's Board ("CCB").
- M. Inclusion in all Project Contracts. Subrecipient shall include the above prevailing wage rate provisions in any Project contract with a Contractor that the Contractor shall pay applicable prevailing wages, file the certified statement and have a public works bond filed with the CCB as provided herein before commencing Project work.

SECTION 7-DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Subrecipient, in this Contract or in any document provided by Subrecipient related to this Grant or the Project.
- B. Subrecipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Subrecipient by Yamhill County. Yamhill County may agree in writing to an extension of time if it determines Subrecipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

- A. Remedies. Upon any Event of Default, Yamhill County may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Subrecipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Termination of this Contract including terminating Yamhill County's commitment and obligation to make the Grant or disbursements of Financing Proceeds under the Contract.
 - (2) Withholding amounts otherwise due to Subrecipient for application to the payment of amounts due under this Contract.
 - (3) Requiring repayment of the Grant and all interest earned by Subrecipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by Yamhill County pursuant to section 8.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by Yamhill County; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive: Waiver: Notice. No remedy available to Yamhill County is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. Yamhill County is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 7 of this Contract.
- D. Default by Yamhill County. In the event Yamhill County defaults on any obligation in this Contract, Subrecipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Yamhill County's obligations.

SECTION 9 - MISCELLANEOUS

- A. Time is of the Essence. Subrecipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties: Successors and Assigns: No Third-Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of Yamhill County, Subrecipient, and their respective successors and permitted assigns.
 - (4) Subrecipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of Yamhill County. Yamhill County may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Subrecipient shall pay, or cause to be paid to Yamhill County, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of Yamhill County's Counsel. Any approved assignment is not to be construed as creating any obligation of Yamhill County beyond those in this Contract, nor does assignment relieve Subrecipient of any of its duties or obligations under this Contract.
 - (5) Subrecipient hereby approves and consents to any assignment, sale or transfer of this Contract that Yamhill County deems to be necessary.
- C. Disclaimer of Warranties: Limitation of Liability. The Subrecipient agrees that:
- (1) Yamhill County makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are Yamhill County or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to Yamhill County: Carrie Martin, Grants & Special Projects Manager
Yamhill County
535 NE Fifth Street
McMinnville, OR 97128-4523

If to Recipient : Christine Clair, Winery Manager
Bernau Estate / Willamette Valley Vineyards
8800 Enchanted Way
Turner, OR 97392

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of Yamhill County and Subrecipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. In the event that either party to this Contract shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Contract each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Yamhill County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract, including all exhibits, schedules or attachments attached hereto and incorporated herein by this reference, constitutes the entire agreement between the parties on the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one-and-the-same instrument.
- L. Compliance with Applicable Laws. Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable under this Contract, including, without limitation, the applicable provisions of ORS 279A, 279B and 279C. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS

659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- M. Workers Compensation. All employers, including Subrecipient, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Subrecipient shall ensure that each of its Contractors or subcontractors complies with these requirements.

Yamhill County and the Subrecipient, by their signatures below, acknowledges that they have read this Contract, understand it, and agree to be bound by its terms and conditions.



YAMHILL COUNTY

By: [Signature]
Kenneth Huffer, County Administrator

Date: 7/16/2021

**BERNAU ESTATE /
WILLAMETTE VALLEY VINEYARDS**

By: [Signature]
Christine Clair, Winery Director

Date: 6/28/2021

Accepted by Yamhill County
Board of Commissioners on
7/15/2021 by Board Order
21-295

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Costs of the Project" means Subrecipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, Yamhill County or Subrecipient.

"Default" means an event which, with notice or lapse of time or both, would become an Event of Default.

"Financing Proceeds" means the proceeds of the Grant. "ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Yamhill County Contact	Bernau Estate Contact
Project Contact: Carrie Martin Title: Grants & Special Projects Manager Address: Yamhill County 535 NE Fifth Street McMinnville, OR 97128-4523 Phone: 503-474-4991 Email: martinc@co.yamhill.or.us	Project Contact: Christine Clair Title: Winery Director Address: Willamette Valley Vineyards 8800 Enchanted Way Turner, OR 97392 Phone: 503-588-9463 Email: christine.clair@wvv.com

Project Background:

The Bernau Estate Biodynamic Vineyard, Winery & Gardens will be the first of its kind to welcome the public to learn about biodynamic farming practices and the benefits to the environment and our health, through a working farm and production facility. Biodynamics is a holistic, ecological, and ethical approach to farming, gardening, food and nutrition. Its location near Dundee in the heart of Oregon wine country makes this a prime site for promoting a cutting-edge agricultural practice and Oregon's role in sustainable farming, through an eco-tourism experience

Public benefit includes increased tourism dollars in the Mid-Valley region, workforce development in the service industry, and educational information sharing with the public, community colleges and agricultural community.

Project Activities:

This Grant will be used for the design and construction of the public biodynamic gardens portion of the Bernau Estate Biodynamic Vineyard, Winery & Gardens.

The Subrecipient will ensure that Bernau Estate Biodynamic Vineyard, Winery & Gardens are operated for, and with access to, the public for a period of not less than ten years following completion of the Project, unless the Grant is repaid. In the event that Bernau Estate Biodynamic Vineyard, Winery & Gardens are not operated for, and with access to, the public for a period of not less than ten years following completion of the Project then Subrecipient hereby agrees to and shall immediately repay the Grant to Yamhill County with no further notice or action required by Yamhill County. Failure to satisfy these Grant requirements shall also constitute a default by Subrecipient under section 7 of this Contract.

EXHIBIT C - PROJECT BUDGET

	Yamhill County Funds	Bernau Estate Funds
Activity	Approved Budget	Approved Budget
Land Acquisition	\$0	\$1,805,000
Engineering/Architecture	\$0	\$650,000
Facilities Construction	\$0	\$8,000,000
Public Garden Construction	\$150,000	\$0
Construction Management	\$0	\$50,000
Professional Services (Legal)	\$0	\$5,000
Total	\$150,000	\$10,510,000