

**Application for Water Right
Temporary or Drought Temporary Transfer
Part 1 of 5 – Minimum Requirements Checklist**



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.oregon.gov/OWRD

This temporary transfer application will be returned if Parts 1 through 5 and all required attachments are not completed and included.
For questions, please call (503) 986-0900, and ask for Transfer Section.

FOR ALL TEMPORARY TRANSFER APPLICATIONS

Check all items included with this application. (N/A = Not Applicable)

- Part 1 – Completed Minimum Requirements Checklist.
- Part 2 – Completed Temporary Transfer Application Map Checklist.
- Part 3 – Application Fee, payable by check to the Oregon Water Resources Department, and completed Fee Worksheet, page 3. Try the online fee calculator at: http://apps.wrd.state.or.us/apps/misc/wrd_fee_calculator.
- Part 4 – Completed Applicant Information and Signature.
- Part 5 – Information about Transferred Water Rights: **How many water rights are to be transferred? 1 List them here: 80295**
Please include a separate Part 5 for each water right. (See instructions on page 6)
- N/A For standard Temporary Transfer (one to five years) **Begin Year: 2023 End Year: 2027.**
- N/A Temporary Drought Transfer (Only in counties where the Governor has declared drought)

Attachments:

- Completed Temporary Transfer Application Map.
- Completed Evidence of Use Affidavit and supporting documentation.
- *See note** Current recorded deed for the land **from** which the authorized place of use is temporarily being moved. ***NOTE: Applicant owns water right separately from underlying land per attached Certificate of Ownership Update Form and Statutory Warranty Deed.**
- N/A Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land upon which the water right is located.) **See highlighted note above.**
- N/A Supplemental Form D – For water rights served by or issued in the name of a district. Complete when the temporary transfer applicant is not the district.
- N/A Oregon Water Resources Department’s Land Use Information Form with approval and signature from each local land use authority in which water is to be diverted, conveyed, and/or used. Not required if water is to be diverted, conveyed, and/or used only on federal lands or if **all** of the following apply: a) a change in place of use only, b) no structural changes, c) the use of water is for irrigation only, and d) the use is located within an irrigation district or an exclusive farm use zone. **Items a, b, c and d above apply to this transfer.**
- N/A Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation (if necessary to convey water to the proposed place of use).

(For Staff Use Only)
WE ARE RETURNING YOUR APPLICATION FOR THE FOLLOWING REASON(S):
 Application fee not enclosed/insufficient Map not included or incomplete
 Land Use Form not enclosed or incomplete
 Additional signature(s) required Part _____ is incomplete

Your temporary transfer application will be returned if any of the map requirements listed below are not met.

Please be sure that the temporary transfer application map you submit includes all the required items and matches the existing water right map. Check all boxes that apply.

- N/A If **more than three** water rights are involved, separate maps are needed for each water right.
- Permanent quality printed with dark ink on good quality paper.
- *See note** The size of the map can be 8½ x 11 inches, 8½ x 14 inches, 11 x 17 inches, or up to 30 x 30 inches. For 30 x 30 inch maps, one extra copy is required. ***NOTE: When the applicant filed for prior temporary transfer T-12821, OWRD accepted the enclosed T-11616 map.**
- A north arrow, a legend, and scale.
- The scale of the map must be: 1 inch = 400 feet, 1 inch = 1,320 feet; the scale of the Final Proof/Claim of Beneficial Use Map (the map used when the permit was certificated); the scale of the county assessor map if the scale is not smaller than 1 inch = 1,320 feet; or a scale that has been pre-approved by the Department.
- Township, Range, Section, ¼ ¼, DLC, Government Lot, and other recognized public land survey lines.
- Tax lot boundaries (property lines) are required. Tax lot numbers are recommended.
- Major physical features including rivers and creeks showing direction of flow, lakes and reservoirs, roads, and railroads.
- Major water delivery system features from the point(s) of diversion/appropriation such as main pipelines, canals, and ditches.
- Existing place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions. If less than the entirety of the water right is being changed, a separate hachuring is needed for lands left unchanged. **See highlighted note above. Lands left unchanged are not identified on T-11616 map.**
- N/A Proposed temporary place of use that includes separate hachuring for each water right, priority date, and use including number of acres in each quarter-quarter section, government lot, or in each quarter-quarter section as projected within government lots, donation land claims, or other recognized public land survey subdivisions.
- Existing point(s) of diversion or well(s) with distance and bearing or coordinates from a recognized survey corner. This information can be found in your water right certificate or permit.
- N/A If you are proposing a change in point(s) of diversion or well(s) to convey water to the new temporary place of use, show the proposed location and label it clearly with distance and bearing or coordinates. If GPS coordinates are used, latitude-longitude coordinates may be expressed as either degrees-minutes-seconds with at least one digit after the decimal (example – 42°32’15.5”) or degrees-decimal with five or more digits after the decimal (example – 42.53764°).

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Part 3 of 5 – Fee Worksheet

FEE WORKSHEET for TEMPORARY (not drought) TRANSFERS

Part 4 of 5 – Applicant Information and Signature

Applicant Information

APPLICANT/BUSINESS NAME St. Hilaire Brothers Hermiston Farm, LLC			PHONE NO. 541-564-1000	ADDITIONAL CONTACT NO. See agent contact info.
ADDRESS 84186 Highway 37				FAX NO.
CITY Hermiston	STATE OR	ZIP 97838-6393	E-MAIL carl@jshfarms.com	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.				

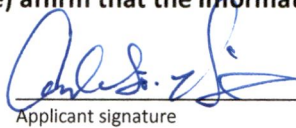
Agent Information – The agent is authorized to represent the applicant in all matters relating to this application.

AGENT/BUSINESS NAME Shonee Langford / Schwabe, Williamson & Wyatt, P.C.			PHONE NO. 503-540-4261	ADDITIONAL CONTACT NO.
ADDRESS 530 Center Street N.E., Suite 730				FAX NO. 503-796-2900
CITY Salem	STATE OR	ZIP 97301	E-MAIL slangford@schwabe.com	
BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED.				

Explain in your own words what you propose to accomplish with this transfer application and why: Temporarily transfer the place of use for 408.8 acres of irrigation. This is essentially a renewal of Transfer T-12821 and T-11616 before that.

If you need additional space, continue on a separate piece of paper and attach to the application as "Attachment 1".

I (we) affirm that the information contained in this application is true and accurate.



Applicant signature

ST. HILAIRE BROTHERS HERMISTON FARM, LLC

By: Carl St. Hilaire, Manager

Print Name (and Title if applicable)

6/7/2022

Date

Applicant signature

Print Name (and Title if applicable)

Date

Is the applicant the sole owner of the land on which the water right, or portion thereof, proposed for transfer is located? Yes No ***See note below**

If NO, include signatures of all landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent from all landowners or individuals/entities (and mailing and/or e-mail addresses) to which the water right(s) has been conveyed.

***NOTE: The applicant is the sole owner of the water right proposed for transfer, a portion of which is owned by the applicant and another portion of which is located on land owned by Lloyd and Lois Piercy. Ownership of the water right has been severed from the land by deed from Lloyd and Lois Piercy to the applicant, St. Hilaire Brothers Hermiston Farm, LLC. Please see attached copies of related Certificate of Ownership Update Form and Statutory Warranty Deed, which are on file with the Oregon Water Resources Department. Please direct any questions concerning ownership of the water rights to applicant's agent, Shonee Langford.**

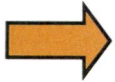
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Check here if any of the water rights proposed for transfer are or will be located within or served by an irrigation or other water district. (NOTE: If this box is checked, you must complete and attach Supplemental Form D.)

DISTRICT NAME N/A	ADDRESS	
CITY	STATE	ZIP

Check here if water for any of the rights supplied under a water service agreement or other contract for stored water with a federal agency or other entity.

ENTITY NAME N/A	ADDRESS	
CITY	STATE	ZIP



To meet State Land Use Consistency Requirements, you must list all local governments (each county, city, municipal corporation, or tribal government) within whose jurisdiction water will be diverted, conveyed and/or used.

ENTITY NAME Umatilla County	ADDRESS 216 SE 4th Street	
CITY Pendleton	STATE OR	ZIP 97801

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

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Part 5 of 5 – Water Right Information

Please use a separate Part 5 for each water right being changed. See instructions on page 6, to copy and paste additional Part 5s, or to add rows to tables within the form.

Water Right Certificate # 80295

Description of Water Delivery System

System capacity: 28.31 cubic feet per second (cfs) OR
 _____ gallons per minute (gpm)

Describe the current water delivery system or the system that was in place at some time within the last five years. Include information on the pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. **The source of water for this system is groundwater. There are four wells on the property. Well #1 (UMAT 3007) is 600 feet deep, Well #2 (UMAT 3004) is 600 feet deep, Well #4 (UMAT 3000) is 665 feet deep, and Well #4 (UMAT 2999) is 950 feet deep. Wells #1, #2, and #3 all have 16 inch casings while Well #4 has an 18" casing. There are 500 hp turbine pumps in each well. Well #2 has a 50 hp centrifugal booster pump and Well #3 has two 60 hp centrifugal booster pumps. The system has a looping network of mainlines that connect the four wells. This network is also connected to a regulating reservoir that maintains a constant head throughout the system. Twenty-seven center pivots are supplied off the mainline loop through laterals. In addition to the center pivots, areas can be irrigated using wheel-lines and/or handlines from risers located along sections of mainline. The head maintained by the regulating reservoir is adequate to operate all but three of the center pivots which each has its own small booster pump. All the pipelines are buried; many of the mainline sections are steel while most of the laterals are PVC. Pipe sizes of the various sections vary depending on the required capacity through that section; sizes range from 20 inch steel down to 6 inch PVC. There is a flow meter at each of the four wells. These meters are read weekly and monthly totals are reported annually.**

Table 1. Location of Authorized and Proposed Point(s) of Diversion (POD) or Appropriation (POA)
 (Note: If the POD/POA name is not specified on the certificate, assign it a name or number here.)

POD/POA Name or Number	Is this POD/POA Authorized on the Certificate or is it Proposed?	If POA, OWRD Well Log ID# (or Well ID Tag # L-___)	Twp		Rng		Sec	¼ ¼		Tax Lot, DLC or Gov't Lot	Measured Distances (from a recognized survey corner)
Well 1	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	UMAT 3007	4	N	30	E	33	SE	SW	3100	1030 Feet North and 2420 Feet East from the SW Corner of Sec. 33
Well 2	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	UMAT 3004	4	N	30	E	32	SW	SE	3100	980 Feet North and 1640 Feet West from the SW Corner of Sec. 33
Well 3	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	UMAT 3000	4	N	30	E	29	NE	SE	3103	2170 Feet North and 50 Feet West from the SE Corner of Sec. 29
Well 4	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	UMAT 2999	4	N	30	E	28	SE	NE	3103	930 Feet North and 240 Feet West from the E ¼ Corner of Sec. 28

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Check all type(s) of temporary change(s) proposed below (change "CODES" are provided in parentheses):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Place of Use (POU) | <input type="checkbox"/> Appropriation/Well (POA) |
| <input type="checkbox"/> Point of Diversion (POD) | <input type="checkbox"/> Additional Point of Appropriation (APOA) |
| <input type="checkbox"/> Additional Point of Diversion (APOD) | |

Check all type(s) of temporary change(s) due to drought proposed below (change "CODES" are provided in parentheses):

- | | |
|---|---|
| <input type="checkbox"/> Place of Use (POU) | <input type="checkbox"/> Point of Appropriation/Well (POA) |
| <input type="checkbox"/> Character of Use (USE) | <input type="checkbox"/> Additional Point of Appropriation (APOA) |
| <input type="checkbox"/> Point of Diversion (POD) | <input type="checkbox"/> Additional Point of Diversion (APOD) |

Will all of the proposed changes affect the entire water right?

- Yes Complete only the Proposed ("to" lands) section of Table 2 on the next page. Use the "CODES" listed above to describe the proposed changes.
- No Complete all of Table 2 to describe the portion of the water right to be changed.

Please use and attach additional pages of Table 2 as needed.
See page 6 for instructions.

Do you have questions about how to fill-out the tables?
Contact the Department at 503-986-0900 and ask for Transfer Staff.

Table 2. Description of Temporary Changes to Water Right Certificate # 80295

List only the part of the right that will be changed. For the acreage in each ¼, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

AUTHORIZED (the "from" or "off" lands) The listing that appears on the Certificate BEFORE PROPOSED CHANGES List only that part or portion of the water right that will be changed.											Proposed Changes (see "CODES" from previous page)	PROPOSED (the "to" or "on" lands) The listing as it would appear AFTER PROPOSED CHANGES are made.																	
Twp	Rng	Sec	¼	¼	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date		Twp	Rng	Sec	¼	¼	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date							
EXAMPLE																													
2	S	9	E	15	NE	NW	100		15.0	Irrigation	POD #1	1901	POU/POD	2	S	9	E	1	NW	NW	500	1	10.0		POD #5	1901			
"	"	"	"	"	"	"	"	"	"	EXAMPLE	"	"	"	2	S	9	E	2	SW	NW	500		5.0		POD #6	1901			
SEE ATTACHED TABLE FROM T-11616 AND RELATED EMAIL FROM SARAH HENDERSON APPROVING USE OF SAME FOR T-12821																													
TOTAL ACRES												TOTAL ACRES																	

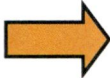
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Additional remarks: _____

For Place of Use Changes

Are there other water right certificates, water use permits or ground water registrations associated with the “from” or the “to” lands? Yes No

If YES, list the certificate, water use permit, or ground water registration numbers: **Permit S-55183**



Pursuant to ORS 540.525, any “layered” water use such as an irrigation right that is supplemental to a primary right proposed for temporary transfer can be included in the transfer or remain unused on the authorized place of use. If the primary water right does not revert soon enough to allow use of the supplemental right within five years, the supplemental right shall become subject to cancellation for nonuse under ORS 540.610.

If a change in point(s) of appropriation (well(s)) or additional point(s) of appropriation is necessary to convey the water to the new temporary place of use you must provide:

- Well log(s) for each authorized and proposed well(s) that are clearly labeled and associated with the corresponding well(s) in Table 1 above and on the accompanying application map. (Tip: You may search for well logs on the Department’s web page at: http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx)

AND/OR

- Describe the construction of the authorized and proposed well(s) in Table 3 below for any well that does not have a well log. For a *proposed well(s) not yet constructed or built*, provide “a best estimate” for each requested information element in the table. The Department recommends you consult a licensed well driller, geologist, or certified water right examiner to assist with assembling the information necessary to complete Table 3.

Table 3. Construction of Point(s) of Appropriation

Any well(s) in this listing must be clearly tied to corresponding well(s) described in Table 1 and shown on the accompanying application map. Failure to provide the information will delay the processing of your transfer application until it is received. The information is necessary for the Department to assess whether the proposed well(s) will access the same source aquifer as the authorized point(s) of appropriation (POA). The Department is prohibited by law from approving POA changes that do not access the same source aquifer.

Proposed or Authorized POA Name or Number	Is well already built? (Yes or No)	If an existing well, OWRD Well ID Tag No. L-___	Total well depth	Casing Diameter	Casing Intervals (feet)	Seal depth(s) (intervals)	Perforated or screened intervals (in feet)	Static water level of completed well (in feet)	Source aquifer (sand, gravel, basalt, etc.)	Well - specific rate (cfs or gpm). If less than full rate of water right

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Klamath Basin/County Drought Transfer Applications

Table 4. Klamath Basin/County Well Information (DROUGHT TRANSFER APPLICATIONS ONLY)

Is there currently a flowmeter installed on each of the POAs listed in Table 1 of this application? Yes No*

**Please note that watermaster staff will visit the well to confirm flowmeter presence. Where possible, watermaster staff will take a static water level measurement. Alterations to the well head may be required in order to make the water level measurements.*

For each well, please provide a description of the flowmeter location, the serial number, the current flowmeter reading and the date the reading was taken in the table below.

OWNER'S WELL NAME OR NUMBER	WELL TAG NUMBER (IF AVAILABLE)	WELL LOG ID (E.G., KLAM 1234)	FLOWMETER SERIAL NUMBER	FLOWMETER READING	FLOWMETER DATE	FLOWMETER LOCATION

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Langford, Shonee D.

From: HENDERSON Sarah A * WRD <Sarah.A.Henderson@oregon.gov>
Sent: Wednesday, December 06, 2017 1:21 PM
To: Langford, Shonee D.
Subject: T-11616 Information
Attachments: Tables of From and To.pdf

TABLE 2

Hi Shonee,

I do not see a problem with you using the already filled in tables from the previous temporary transfer, for the new temporary transfer. As long as everything is the same on those tables.

I have attached the tables for you. You can also include this email for reference in the new app.

Have a wonderful day.

Sarah

Sarah Henderson | Transfer Specialist, Transfer and Conservation Division
Water Resources Department | 725 Summer St. NE, Suite A | Salem, Oregon 97301
Ph: 503.986.0890 | Fax: 503.986.0901
Email: sarah.a.henderson@oregon.gov | Web: <http://www.oregon.gov/owrd>

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Please use additional pages of Table 2 as needed

Table 2. Description of Temporary Changes to Water Right Certificate # 80295

List only the part of the right that will be changed. For the acreage in each 1/4 1/4, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

Authorized ("from" lands) as they appear BEFORE THE CHANGES											Proposed Changes (see "CODES" from previous page)	Proposed ("to" lands) AFTER THE CHANGES										
Twp	Rng	Sec	1/4	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date	Twp		Rng	Sec	1/4	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/POA(s) to be used (from Table 1)	Priority Date		
1	S	3	E	15	NE NW	100	15.0	Irrigation	POD = 1 POD = 1	1901	POI-POD	1	S	3	E	1	NW NW	500	1	10.0	POD = 5	1901
EXAMPLE												2	S	3	E	2	SW NW	500	5.0		POD = 6	1901
3	N	30	E	4	NE NE	400	6.3	IR	1-4	1978	POU	4	N	30	E	29	SW SW	320	9.5	IR	1-4	1978
					NW NE		1.3										SE SW		9.2			
					SW NE		1.7										30	SW SE		0.2		
					SE NE		1.6											SE SE		0.2		
					NE NW		2.3										31	NE NE		31.1		
					NW NW		0.4											NW NE		31.5		
					SW NW		0.2											SW NE		23.3		
					SE NW		0.5											SE NE		23.5		
					S NE NE		3.2											NE SE		22.8		
					NW NE		1.4											NW SE		16.5		
TOTAL ACRES						18.9	TOTAL ACRES						167.3									

Additional remarks: _____

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Table 2. Description of Temporary Changes to Water Right Certificate # 80295

List only the part of the right that will be changed. For the acreage in each 1/4 1/4, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

Authorized ("from" lands) as they appear BEFORE THE CHANGES										Proposed Changes (see "CODES" from previous page)	Proposed ("to" lands) AFTER THE CHANGES										
Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date		Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/POA(s) to be used (from Table 1)	Priority Date	
2	S	9	E 15	NE NW	100	15.0	Irrigation	POD #1 POD #2	1901	POA/POD	2	S	9	E 1	NW NW	500	1	10.0	POD #5	1901	
EXAMPLE											2	S	9	E 2	SW NW	500		5.0		POD #6	1901
3	N	30	E 5	SW NE	400	1.3	IR	1-4	1978	POA	4	N	30	E 31	SW SE	3200	23.2	IR	1-4	1978	
				SE NE		1.2									SE SE		32.1				
4	N	30	E 27	NE NW	3100	1.4									32 NE NW		36.1				
				NW NW		1.5									NW NW		36.1				
				SW NW		1.1									SW NW		18.6				
				SE NW		1.1									SE NW		22.6				
				NE SW		1.3									NE SW		36.5				
				NW SW		2.0									NW SW		28.1				
				SW SW		10.7									SW SW		2.8				
				SE SW		1.5									SE SW		4.9				
TOTAL ACRES						23.1						TOTAL ACRES						241			

Additional remarks: _____

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Please use additional pages of Table 2 as needed

Table 2. Description of Temporary Changes to Water Right Certificate # 80295

List only the part of the right that will be changed. For the acreage in each 1/4 1/4, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

Authorized ("from" lands) as they appear BEFORE THE CHANGES											Proposed ("to" lands) AFTER THE CHANGES											
Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date	Proposed Changes (see "CODES" from previous page)	Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/POA(s) to be used (from Table 1)	Priority Date		
2	S	9	E	15	NE NW	100	15.0	Irrigation	POD #1 POD #2	1901	POD POD	2	S	9	E	1	NW NW	500	1	10.0	POD #5	1901
								EXAMPLE									5.0			POD #6	1901	
4	N	20	E	25	NE NE	300	0.7	IR	1-4	1978	POU											
					NW NE		0.2															
					SW NE		16.4															
					SE NE		1.9															
					NE NW		2.8															
					NW NW		1.6															
					SW NW		3.3															
					SE NW		20.3															
					NE SW		0.7															
					NW SW		3.9															
TOTAL ACRES						51.8	TOTAL ACRES															

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Additional remarks: _____

Table 2 3

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Please use additional pages of Table 2 as needed

Table 2. Description of Temporary Changes to Water Right Certificate # 80295

List only the parcels that will be changed. For the acreage in each 1/4 1/4, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

Authorized ("from" lands) as they appear BEFORE THE CHANGES										Proposed Changes (see "CODES" from previous page)	Proposed ("to" lands) AFTER THE CHANGES											
Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date		Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/POA(s) to be used (from Table 1)	Priority Date		
2	S	4	E	15	NE NW	100	15.0	Irrigation	POD #1 POD #2	1901	POD #POD	2	S	4	E	1	NW NW	500	1	10.0	POD #5	1901
								EXAMPLE				2	S	4	E	2	SW NW	500	2	10.0	POD #6	1901
9	N	30	E	28	SW SW	300	2.0	OR	1-4	1978	POA											
					SE SW		1.0															
					NE SE		0.2															
					NW SE		2.2															
					SW SE		3.0															
					SE SE		9.4															
				29	NE NE		1.7															
					NW NE		2.3															
					SW NE		1.4															
					SE NE		1.5															
						TOTAL ACRES	24.7							TOTAL ACRES								

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Additional remarks: _____

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JUN 13 2013

Please use additional pages of Table 2 as needed

Table 2. Description of Temporary Changes to Water Right Certificate # 80295

List only the part ~~SALEM OR~~ that will be changed. For the acreage in each 1/4 1/4, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

Authorized ("from" lands) as they appear BEFORE THE CHANGES										Proposed Changes (see "CODES" from previous page)	Proposed ("to" lands) AFTER THE CHANGES											
Twp	Rng	Sec	1/4	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date		Twp	Rng	Sec	1/4	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/ POA(s) to be used (from Table 1)	Priority Date		
2	S	9	E	15	NE NW	100	15.0	Irrigation	POD =1 POD =2	1901	POD/POD	2	S	9	E	1	NW NW	500	1	10.0	POD =5	1901
EXAMPLE												2	S	9	E	2	SW NW	500		5.0	POD =6	1901
4	N	30	E	29	NE SE	3100	11.5	IR	1-4	1978	POD											
					NW SE		1.4															
					SW SE		0.9															
				32	NE NE		1.5															
					NW NE		1.6															
					SW NE		0.4															
					SE NE		1.0															
					NE SE		0.9															
					NW SE		19.0															
					SW SE		10.5															
TOTAL ACRES						59.2	TOTAL ACRES															

Additional remarks: _____

14028

Table 2 5

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JUN 13 2013

Please use additional pages of Table 2 as needed

Table 2. Description of Temporary Changes to Water Right Certificate # 80295

List only the part of the right that will be changed. For the acreage in each 1/4 1/4, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

Authorized ("from" lands) as they appear BEFORE THE CHANGES											Proposed Changes (see "CODES" from previous page)	Proposed ("to" lands) AFTER THE CHANGES														
Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acre	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date	Twp		Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acre	New Type of USE	POD(s)/POA(s) to be used (from Table 1)	Priority Date						
1	S	9	E	15	NW	160		15.0	Irrigation	POD #1 POD #2	1901	PO1/PO2	1	S	9	E	1	NW	NW	500	1	14.0		POD #5	1901	
EXAMPLE												1	S	9	E	2	SW	NW	500		5.0		POD #6	1901		
4	N	30	E	32	SE	SE	200	15.8	IR	1-4	1978	POV														
				33	NE	NE		31.4																		
					NW	NE		7.7																		
					SE	NE		16.7																		
					NE	NW		19.7																		
					NW	NW		0.2																		
					SW	NW		1.3																		
					SE	NW		7.1																		
					NE	SW		5.4																		
					SE	SW		15.2																		
TOTAL ACRES						215.5	TOTAL ACRES																			

Additional remarks: _____

14028

1011616

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JUN 13 2013

Please use additional pages of Table 2 as needed

Table 2. Description of Temporary Changes to Water Right Certificate # 80295

List only the part of the right that will be changed. For the acreage in each 1/4 1/4, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

Authorized ("from" lands) as they appear BEFORE THE CHANGES										Proposed Changes (see "CODES" from previous page)	Proposed ("to" lands) AFTER THE CHANGES											
Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acres	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date		Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acres	New Type of USE	POD(s)/POA(s) to be used (from Table 1)	Priority Date		
1	S	9	E	1	NE NW	100	15.0	Irrigation	POD #1 POD #2	1991	POD/POA	1	S	9	E	1	NW NW	500	1	10.0	POD #5	1901
"	"	"	"	"	"	"	"	EXAMPLE	"	"	"	1	S	9	E	1	SW NW	500	"	5.0	POD #6	1901
4	N	30	E	33	NE SE	3100	16.1	1R	1-4	1978	POU											
					NW SE		14.4															
					SW SE		8.3															
					SE SE		21.2															
					NE NW		7.7															
					NW NW		30.6															
					SW NW		7.7															
					SE NW		1.0															
					NE SW		1.0															
					NW SW		11.1															
TOTAL ACRES						119.1	TOTAL ACRES															

Additional remarks: _____

14028

Table 2

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JUN 13 2013

Please use additional pages of Table 2 as needed

Table 2. Description of Temporary Changes to Water Right Certificate # 80295

List only the part of the right that will be changed. For the acreage in each 1/4 1/4, list the change proposed. If more than one change, specify the acreage associated with each change. If more than one POD/POA, specify the acreage associated with each POD/POA.

Authorized ("from" lands) as they appear BEFORE THE CHANGES										Proposed Changes (see "CODES" from previous page)	Proposed ("to" lands) AFTER THE CHANGES											
Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acre	Type of USE listed on Certificate	POD(s) or POA(s) (name or number from Table 1)	Priority Date		Twp	Rng	Sec	1/4 1/4	Tax Lot	Gvt Lot or DLC	Acre	New Type of USE	POD(s)/POA(s) to be used (from Table 1)	Priority Date		
2	S	9	E	15	NE NW	100	15.0	Irrigation	POD #1 POD #2	1901	POD, POD	2	S	9	E	1	NW NW	500	1	10.0	POD #5	1901
"	"	"	"	"	"	"	"	EXAMPLE	"	"	"	2	S	9	E	2	SW NW	500	"	5.0	POD #6	1901
4	N	30	E	34	SW SW	3100	1.5	IR	14	1978	POA											
						TOTAL ACRES	1.5							TOTAL ACRES								

14028

Additional remarks: _____ Grand Total 408.8

Grand Total 408.8

Table 2

1011816

Application for Water Right Transfer Evidence of Use Affidavit



Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900
www.wrd.state.or.us

Please print legibly or type. Be as specific as possible. Attach additional pages if you need more spacing.
Supporting documentation must be attached.

State of Oregon)
) ss
County of UMATILLA)

I, CARL ST. HILAIRE, in my capacity as MANAGER OF ST. HILAIRE BROTHERS HERMISTON FARM, LLC,
mailing address 84186 HIGHWAY 37, HERMISTON, OR 97838-6393
telephone number (541)564-1000, being first duly sworn depose and say:

1. My knowledge of the exercise or status of the water right is based on (check one):

- Personal observation Professional expertise

2. I attest that:

Water was used during the previous five years on the **entire** place of use for
Certificate # 80295/ TEMPORARY TRANSFER T-12821 (SPECIAL ORDER VOL. 107, PAGE 930); **OR**

My knowledge is specific to the use of water at the following locations within the last five years:

Certificate #	Township	Range	Mer	Sec	¼ ¼	Gov't Lot or DLC	Acres (if applicable)

OR

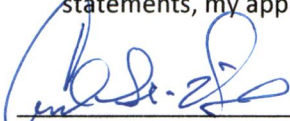
- Confirming Certificate # _____ has been issued within the past five years; **OR**
- Part or all of the water right was leased instream at some time within the last five years. The instream lease number is: _____ (Note: If the entire right proposed for transfer was not leased, additional evidence of use is needed for the portion not leased instream.); **OR**
- The water right is not subject to forfeiture and documentation that a presumption of forfeiture for non-use would be rebutted under ORS 540.610(2) is attached.
- Water has been used at the actual current point of diversion or appropriation for more than 10 years for Certificate # _____ (For Historic POD/POA Transfers)

(continues on reverse side)

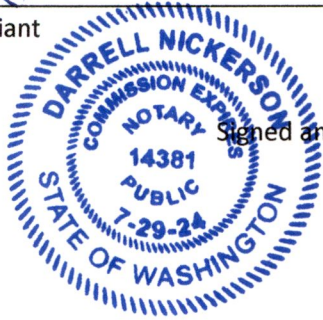
14028

3. The water right was used for: (e.g., crops, pasture, etc.): IRRIGATION OF CROPS

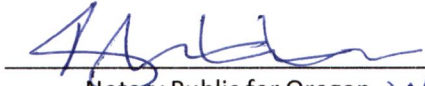
4. I understand that if I do not attach one or more of the documents shown in the table below to support the above statements, my application will be considered incomplete.


 Signature of Affiant
 Carl St. Hilaire

6/7/2022
 Date



Signed and sworn to (or affirmed) before me this 7th day of June, 2022.


 Notary Public for Oregon WA

My Commission Expires: 7-29-24

Supporting Documents	Examples
<input type="checkbox"/> Copy of a water right certificate that has been issued within the last five years. (not a remaining right certificate)	Copy of confirming water right certificate that shows issue date
<input type="checkbox"/> Copies of receipts from sales of irrigated crops or for expenditures related to use of water	<ul style="list-style-type: none"> ● Power usage records for pumps associated with irrigation use ● Fertilizer or seed bills related to irrigated crops ● Farmers Co-op sales receipt
<input checked="" type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers <i>See attached farm lease.</i>	<ul style="list-style-type: none"> ● District assessment records for water delivered ● Crop reports submitted under a federal loan agreement ● Beneficial use reports from district ● IRS Farm Usage Deduction Report ● Agricultural Stabilization Plan ● CREP Report
<input type="checkbox"/> Aerial photos containing sufficient detail to establish location and date of photograph	<p>Multiple photos can be submitted to resolve different areas of a water right. If the photograph does not print with a "date stamp" or without the source being identified, the date of the photograph and source should be added.</p> <p>Sources for aerial photos: OSU – www.oregonexplorer.info/imagery OWRD – www.wrd.state.or.us Google Earth – earth.google.com TerraServer – www.terra-server.com</p>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

ORIGINAL

FARM GROUND AND IRRIGATION SYSTEMS LEASE

From

ST. HILAIRE BROTHERS HERMISTON FARM, LLC

to

JSH FARMS, INC.

on

PIERCY FARM

Lease Years: 2015, 2016, 2017, 2018, & 2019

I.

PARTIES

THIS FARM GROUND AND IRRIGATION SYSTEMS LEASE is entered into between ST. HILAIRE BROTHERS HERMISTON FARM, LLC, an Oregon limited liability company ("LANDLORD"), and JSH FARMS, INC., a Washington Corporation authorized to do business in Oregon ("TENANT"), on the date LANDLORD and TENANT have both signed this agreement. LANDLORD and TENANT are referred to in this lease together as the "parties".

II

AGREEMENTS

IN CONSIDERATION of the mutual promises, performances and covenants of the parties contained in this agreement, TENANT leases from LANDLORD, and LANDLORD leases to TENANT, the below described "premises" on the following terms and conditions.

1. PREMISES LEASED.

The "premises" leased consist of that real property known as the Piercy Farm and all of its irrigation equipment and water rights.

2. TERM.

This is a five (5) crop year lease, and the term of this lease shall begin on November 1, 2014, and shall end and terminate as to each acre leased when TENANT has harvested all of its crops from that acre in 2019, or on October 31, 2019, whichever date is earlier. If TENANT stays on the farm after the expiration of the term, this lease shall continue on a year-to-year basis on the same terms.

3. RENT.

a. As rent for each crop year, \$650 an acre rent shall be paid for each acre farmed which can receive 3 acre feet of water in that crop year as allocated by the Oregon Department of Water Resources. The rent shall be paid 50% on March 1 of each year and 50% on October 1 of each year. TENANT may pay off the rent in advance at any time—even in year before the crop year.

b. All rent payments shall be made to LANDLORD at LANDLORD's notice address in this lease.

4. ELECTRICITY POWER AND DEMAND CHARGES.

ORIGINAL

- a. TENANT shall pay all electricity charges and electricity demand charges necessary to operate the irrigation systems for each crop year when those charges are due.
- b. TENANT shall place the electricity accounts into its name, and LANDLORD shall consent to TENANT doing this. Upon the termination of this lease, LANDLORD shall change the accounts back into LANDLORD's name, and TENANT shall consent to LANDLORD doing this.

5. TAXES.

LANDLORD shall pay all real property and personal property taxes due upon the premises and not allow the premises to go into tax foreclosure.

6. CROPS.

Any crops may be raised upon the premises, including but not limited to mint, dill, potatoes and onions.

7. ASSIGNMENT.

TENANT may not assign this lease.

8. SUBLEASING.

TENANT may sublease all or part of the premises.

9. MAINTENANCE, REPAIRS AND REPLACEMENTS.

TENANT shall have all repair, maintenance and replacement duties and obligations as to the leased premises and its irrigation equipment and systems and shall keep said equipment and systems in good operating condition.

10. INSURANCE AND INDEMNIFICATION.

- a. Insurance. TENANT shall carry public liability and personal injury insurance with limits of not less than \$1,000,000 combined single limit, insuring against claims made arising out of TENANT's farming activities on the premises. Proof of said insurance shall be provided to LANDLORD within fifteen days of request and within fifteen days of the date both parties have signed this agreement. Said insurance shall name LANDLORD as an additional insured.
- b. Indemnification. TENANT shall defend, indemnify and hold LANDLORD harmless against all claims, liabilities, losses, costs, damages, or other expenses of every kind and nature sustained by LANDLORD or threatened against LANDLORD, including attorney's fees and all other expenses of litigation, arising out of any activity of TENANT and its agents and employees and invitees on the premises and farm, and any failure of TENANT to promptly and faithfully satisfy its obligations under this lease.

11. LIENS.

TENANT shall keep the premises free from all liens and other encumbrances at all times and indemnify, defend, and hold LANDLORD and its premises harmless therefrom.

12. OPERATION OF IRRIGATION SYSTEMS.

TENANT shall be responsible for the operation of the irrigation systems, and shall operate them in a good and proper manner.

13. FARMING PRACTICES.

- a. TENANT shall farm, plow, fertilize, irrigate, till, cultivate, control weeds, control pests, insects and crop diseases on the premises in conformity with good practices of husbandry in the area for said crops and said premises.
- b. TENANT shall have no obligation to control weeds, pests or insects on any real property other than the farm ground leased.

14. USE OF CHEMICALS, FERTILIZERS AND OTHER APPLICATIONS; REPORTING; COMPLIANCE WITH LAWS.

- a. TENANT shall not place, spread or irrigate upon the premises, or allow the placement, spreading or irrigating upon the premises, of any fertilizers, chemicals, pesticides, herbicides, or other substances, not generally used in the farming of the crops to be grown on the premises, using good practices of husbandry.
- b. TENANT shall not use any chemicals, pesticides, herbicides, or other regulated substances upon the premises or crops which are not approved for such use by the United States or the State of Oregon. Additionally, any chemicals, pesticides, herbicides or other regulated substances used upon the premises or crops shall be used only in conformity with all applicable federal and state statutes, rules and regulations and all labeling requirements.
- c. Upon request TENANT shall provide LANDLORD with records of all chemicals, pesticides, herbicides or other regulated substances used upon the premises and crops.
- d. In its use of the premises, adjacent areas and the accesses to the premises, TENANT and its agents, employees and invitees shall at all times comply with all federal, state and local rules, regulations, statutes, ordinances and laws.

15. HAZARDOUS WASTES OR SUBSTANCES.

During the term of this lease, TENANT shall not intentionally, negligently, or otherwise place or allow to be placed upon the premises or the farm, any hazardous wastes or substances. If any hazardous wastes or substances are placed, allowed to be placed, spilled upon, or allowed to run onto the premises or farm during the lease term by TENANT or its agents, employees or TENANT's guests or invitees, regardless of fault or cause, then TENANT shall be responsible for cleaning up said wastes or substances in accordance with all federal and state statutes, rules and regulations and shall pay any injured parties for any damage therefrom. For the purpose of this lease, "hazardous wastes or substances" shall have the broadest meanings and definitions possible as made under federal and state laws, rules and regulations, but shall not include chemicals, pesticides and fertilizer used in farming, provided those substances are used as required by federal and state laws, statutes, rules and regulations.

16. NO DAMAGE BY TENANT.

- a. TENANT and its agents and employees and invitees, shall not intentionally, negligently or otherwise, damage in any manner, the water appropriation structures, or water appropriation delivery and application equipment.
- b. TENANT and its agents, employees and invitees, shall not intentionally, negligently or otherwise damage in any manner neither the non-leased portions of LANDLORD's farm nor any other property of LANDLORD, LANDLORD's tenants, or others allowed by LANDLORD or LANDLORD's tenants on the farm.

17. NO WASTE.

TENANT shall not lay waste to the premises, nor allow any waste to occur to the premises.

18. CONDITION AT TERMINATION.

- a. After harvesting its crops, TENANT shall have no obligation to work the ground in any way or to remove crops or crop residues, but TENANT shall be responsible to remove all non-crop material such as bags, cans, sacks, equipment, trash, and any other non-crop material from the premises which were placed there by TENANT or agents or employees of TENANT.
- b. Upon termination of this lease, TENANT shall leave the premises in the same condition as at the beginning of the lease, reasonable wear and tear excepted.
- c. Any improvements to the water delivery systems shall be dealt with as agreed to elsewhere in this lease.

19. PROTECTION OF MINT AND MINT ROOT STOCK.

LANDLORD acknowledges that the nature and character of the mint raised by TENANT upon the premises is confidential to TENANT, and that during and after this lease, LANDLORD shall not test, sample or take cuttings of the mint or their root stock and shall not use the mint root stock left by TENANT to raise mint before or after the termination of this lease. Additionally, during and after this lease, LANDLORD shall not allow any third party to test, sample, or take cuttings of said mint or mint root stock, and shall not allow any third parties to use the mint root stock to raise mint or for any other purpose.

20. QUIET ENJOYMENT.

LANDLORD covenants that it is in rightful possession of the premises and is fully empowered to lease the premises, and that it will provide TENANT with quiet enjoyment of the premises.

21. LANDLORD'S RIGHT TO ENTRY.

- a. During the term of this lease, LANDLORD and its agents and employees shall have a right of entry onto the premises at reasonable times to inspect the premises to determine TENANT's compliance with this lease, and to show the premises to LANDLORD's mortgagees, prospective purchasers and tenants.
- b. LANDLORD and its agents and employees shall also have a right of entry onto the premises at reasonable times to perform any maintenance, repairs, work or alterations, that

LANDLORD is required to perform under this lease, or which LANDLORD deems reasonably necessary.

22. SUCCESSOR INTERESTS.

The covenants, conditions and terms of this lease shall extend to and be binding upon and inure to the benefit of the heirs, administrators, and executors of the parties hereto, provided, however, nothing contained in this paragraph shall alter any restriction against assignment.

23. DEFAULT BY TENANT.

The occurrence of any of the following shall constitute a default by TENANT under this lease:

- a. Failure of TENANT to pay any rent installment due within ten (10) days of written notice by LANDLORD of non-payment.
- b. Failure of TENANT to comply with any term or condition of this lease or to fulfill any obligation of the lease other than the payment of rent, within thirty (30) days after written notice by LANDLORD specifying the nature of the default with reasonable particularity. If the breach is such that TENANT cannot remedy it within the deadline, then TENANT shall have a reasonable period of time to remedy the breach, provided it acts promptly and with diligence to remove it.
- c. TENANT abandons the premises.
- d. Insolvency of TENANT; an assignment by TENANT for the benefit of creditors; the filing by TENANT of a voluntary petition in bankruptcy including a Chapter 7, 11, 12 and 13 bankruptcy filing; an adjudication that TENANT is bankrupt; the appointment of a receiver of the properties of TENANT; the filing of an involuntary petition of bankruptcy against TENANT and TENANT's failure to secure a dismissal of the petition within thirty (30) days after filing; attachment of, garnishment of, levying on, or execution upon the leasehold interest herein and the failure of TENANT to secure discharge of said attachment, garnishment, levy or execution within thirty (30) days.

24. LANDLORD'S REMEDIES.

- a. If TENANT breaches this lease in any manner, or becomes in default of any term or condition of this lease, LANDLORD shall be entitled to any and all remedies and damages available to it according to the law of the state the premises are located in and this lease.
- b. If this lease is terminated for any reason, LANDLORD's remedy for damages shall survive its termination and LANDLORD shall be entitled to any and all remedies and damages available to it by law and this lease.
- c. In the event of a termination of this lease, TENANT shall vacate the premises immediately, and leave the premises in the condition that it is supposed to be in at the termination of this lease. In addition, LANDLORD may re-enter the premises, take possession of the premises, and remove any persons or property from the premises by legal action or by self-help with the use of reasonable force and without liability for damages for that action.

- d. Following termination or abandonment, LANDLORD may relet the premises and in that connection may relet all or part of the premises alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions.
- e. In the event of a termination of this lease on default, LANDLORD shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, all of the following as damages:
- (1) The difference between:
 - (a) The value of all of TENANT's duties and obligations due LANDLORD under this lease, including the obligation to pay rent, from the date of default until the end of the lease term, minus
 - (b) The reasonable rental value of the premises and circle irrigation equipment to the end of the term after LANDLORD has retaken the premises and circle irrigation equipment and has them ready for rent. The "reasonable rental value" of the premises shall be determined by looking at all relevant factors, including but not limited to actual rent paid, being paid or to be paid by third parties, and the rentability of the premises.
 - (2) The reasonable costs of termination, re-entry, repossession and reletting, including without limitation the cost of any clean-up, or any other expense occasioned by TENANT's failure to quit the premises and circle irrigation equipment upon termination and to leave them in the required condition, plus any attorney's fees, court costs, broker commissions and advertising costs associated with the foregoing. The attorney's fees that LANDLORD shall be entitled to shall not be limited to those involved in court action and on appeal, but shall include any and all attorney's fees and attorney's costs and expenses incurred by LANDLORD from when LANDLORD first retained said attorney to advise him of his LANDLORD's rights and remedies under the lease due to a default or a potential default by TENANT under the lease or to assist him in declaring a default under the lease.
- f. In seeking recovery for his damages due to TENANT's default, LANDLORD may elect not to seek to recover all of his damages in one single action or suit, but may sue from time to time for his damages due when they become better known and more definitely provable, and may do that as many times as is necessary to recover all of his damages. If LANDLORD elects to seek damages in this manner, the damages sought shall be the same as those available to LANDLORD in the above paragraph, but with the damages only determined to the date recovery is sought to with LANDLORD being entitled to seek damages accruing two weeks prior to any trial for damages.

25. DEFAULT BY LANDLORD.

LANDLORD shall be in default under the terms of this lease, if LANDLORD fails to comply with any term or condition of this lease or to fulfill any obligation of the lease within thirty (30) days after written notice by TENANT specifying the nature of the default with reasonable particularity. If the

breach is such that LANDLORD cannot remedy it within the deadline, then LANDLORD shall have a reasonable period of time to remedy the breach, provided it acts promptly and with diligence to remove it.

26. TENANT'S REMEDIES.

In the event of a default under this lease by LANDLORD, TENANT shall be entitled to each and every remedy available by law and this agreement.

27. ATTORNEY'S FEES.

In the event that any action, suit or other legal proceeding arises concerning this lease or its provisions, including, but not limited to enforcement of the payment of rent, forcible entry and unlawful detainer actions, and the enforcement of lease provisions, and the interpretation of this lease, the prevailing party shall recover reasonable attorney's fees, attorney's costs, suit or action expenses including deposition costs and expert witness costs, and court costs from the other at trial and on appeal and in arbitration.

28. CHOICE OF LAWS; JURISDICTION; VENUE.

If any litigation arises concerning this lease, the parties consent and agree that the courts of the state where the premises are located in shall have sole and exclusive jurisdiction over the parties and the subject matter of any such litigation, and the law of that state shall apply. The parties also consent and agree that venue for any litigation shall lie exclusively and solely in the county where the premises are located, and they do hereby consent and agree to submit themselves to the jurisdiction of said courts. The jurisdiction of the federal courts is waived.

29. COMPLETE UNDERSTANDING.

This writing and document constitutes the full and complete understanding by and between the parties, concerning the leasing of the premises, and all other matters covered in this lease.

30. NOTICE.

a A party shall be considered to have received any notice due under the terms of this lease when it has been received by a party personally or at its business office by email, fax or personal delivery, or three (3) days after it has been mailed to the party at the following indicated addresses by both regular mail and by certified mail return receipt requested:

TENANT's Notice Address:

ATTN: Carl St. Hilaire

JSH Farms, Inc., 84186 Highway 37, Hermiston, Oregon 97838-6393

Fax: 541-564-6000

email: carl@jshfarms.com

LANDLORD's Notice Address:

ATTN: Carl St. Hilaire

St. Hilaire Brothers Hermiston Farm, LLC

84186 Highway 37, Hermiston, Oregon 97838-6393

Fax: 541-564-6000

email: carl@jshfarms.com

b. Parties may change their notice address by giving written notice to the other party of a change.

31. NEUTRAL CONSTRUCTION.

The parties acknowledge and agree that this agreement has been negotiated with each party having the opportunity to consult with legal counsel and to negotiate its terms. Accordingly this agreement will be construed without regard to which party drafted all or part of this agreement.

32. MODIFICATIONS.

This lease may not be modified unless said modification is in writing and signed by LANDLORD and TENANT. Oral modifications are not binding.

33. TIME OF THE ESSENCE.

Time is of the essence of this agreement.

34. NO WAIVER.

The failure of either party to timely assert any right or rights that it might have under the terms of this lease shall not constitute a waiver of that party's right or rights.

35. CAPTIONS.

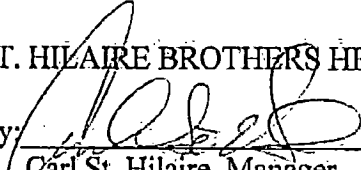
All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this lease.

36. SEVERABILITY.

If any term or provision of this lease is found to be invalid or void by any court, said finding shall have no effect on the remaining terms and provisions of this lease, and said remaining terms and provisions shall remain in full force and effect.

READ AND AGREED TO:

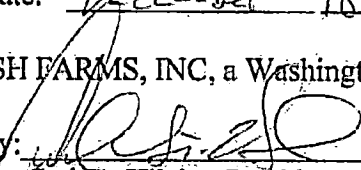
ST. HILAIRE BROTHERS HERMISTON FARM, LLC, "LANDLORD"

By: 

Carl St. Hilaire, Manager

Date: December 18, 2014

JSH FARMS, INC, a Washington Corporation, "TENANT"

By: 

Carl St. Hilaire, President

Date: December 18, 2014

14028

L:\gla\files\St. Hilaire\Piercy\Piercy Option Exercise\Documents\Lease.Brothers to JSH

Deed

14028

3/64

After Recording, Return To:
Pioneer Escrow Company
PO Box 187
Hermiston, Oregon 97838

2014-6240391 1 of 3

State of Oregon
County of Umatilla



Instrument received
and recorded on
12/19/2014 11:57:18 AM

in the record of instrument
code type DE

Instrument number 2014-6240391
Fee \$64.00

Send All Tax Statements To:
St. Hilaire Brothers Hermiston Farm, LLC
84186 Highway 37
Hermiston, OR 97838-6393

Office of County Records

Steve Churchill

Records Officer
1023363 P3

Consideration: \$5,750,000, and
Good and Valuable Consideration paid to a Qualified
Intermediary pursuant to an IRC Section 1031 Tax Deferred Exchange

Umatilla County
Received: 12/19/2014



1023363

STATUTORY WARRANTY DEED
Lloyd P. Piercy and Lois J. Piercy
To
St. Hilaire Brothers Hermiston Farm, LLC
ORS 93.855

LLOYD P. PIERCY and LOIS J. PIERCY, GRANTORS, convey and warrant to ST. HILAIRE BROTHERS HERMISTON FARM, LLC, an Oregon limited liability company, GRANTEE, the following described real property and water rights situated in Umatilla County, Oregon, free of encumbrances except as specifically set forth herein, to-wit:

Parcel 2 of Partition Plat No. 2014-11, (Instrument No. 2014-6230418, Office of Umatilla County Records) located in Sections 4 and 5 of Township 3 North, Range 30, and Sections 27, 28, 29, 30, 31, 32, 33 and 34 of Township 4 North, Range 30, all being East of the Willamette Meridian, Umatilla County, Oregon. Excepting therefrom any portion lying in the County Road right-of-ways.

TOGETHER WITH all water rights appurtenant to the above-described real property, including but not limited to water rights evidenced by Certificate of Water Right 88817 and a portion of Certificate of Water Right 80295 (both perfected under Permit G-7929).

TOGETHER WITH water rights evidenced by a portion of Certificate of Water Right 80295 and appurtenant to the following described real property:

Parcel 3, Partition Plat 2014-11, recorded on November 24, 2014 as instrument No. 2014-6230418, Office of Umatilla County Records, Umatilla County, Oregon.

Also that certain parcel of land located South of Stage Gulch Road, described as follows:

The North Half of Section 4 and the Northeast Quarter of Section 5, Township 3 North, Range 30 East, Willamette Meridian, Umatilla County, Oregon.

Also that portion of Section 33 and the East Half of Section 32, Township 4 North, Range 30 East, Willamette Meridian, Umatilla County, Oregon, lying South of the Centerline of Stage Gulch Road (Co. Rd. #1100) as it was rebuilt and as it exists in April 2014.

Excepting Therefrom that portion of said North Half of said Section 4 and the Northeast Quarter of said Section 5 lying North of the Centerline of Stage Gulch Road (Co. Rd. #1100) as it was rebuilt and as it exists in April 2014.

Subject to any and all water rights of way and roads;

SUBJECT TO:

1. As disclosed by the tax rolls the premises herein described have been zoned or classified for special use. At any time that said land is disqualified for such use said property will be subject to additional taxes and interest.

PIONEER TITLE CO. 93178-1
126 SE COURT ID. OR 97801

4

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Recorded : October 23, 1939 in Book 120, Page 623, Deed Records.



3. Easement, including the terms and provisions thereof
Grantee : Inland Power & Light Company
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14. Oil and Gas Lease, including the terms and provisions thereof, disclosed by Notice and Memorandum and assignments thereof, between
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- 15. Unrecorded Lease Agreement (for cell tower and appurtenances) given by Lloyd Piercy and Lois Piercy on May 29, 1998, to BMCT, L.P., a limited partnership. Said lease was assigned to Triton Cellular Partners of Bend LLC, Triton Communications LLC and their affiliates. Said lease was then assigned to RCC Holdings LLC.
- 16. Easements and covenants shown on Partition Plat No. 2014-11, Recorded on November 24, 2014, as instrument No. 2014-6230178, Office of Umatilla County Records.
6230418
- 17. Terms and provisions contained under Modification of Access Easement
Grantor: Lucas A. Wagner, et. al.
Grantee: Lloyd P. Piercy and Lois J. Piercy
Recorded: November 14, 2014, in Instrument no. 2014-6230157, Office of Umatilla County Records.



The true and actual consideration for this conveyance is \$5,750,000 which includes irrigation equipment and water rights, and good and valuable consideration paid to a Qualified Intermediary pursuant to an IRC Section 1031 Tax Deferred Exchange

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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT 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.

MADE, GRANTED AND DATED ON December 18, 2014.

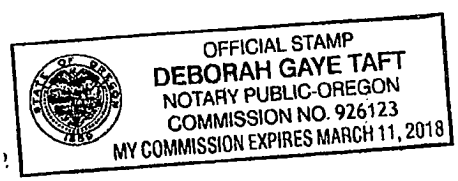
Lloyd P. Piercy
Date: December 18, 2014

Lois J. Piercy
Date: 12/18, 2014

STATE OF OREGON, COUNTY OF UMATILLA) ss

This instrument was acknowledged before me on December, 18, 2014 by Lloyd P. Piercy and Lois J. Piercy.

Myself
Notary Public State of Oregon NOTARY SEAL





Oregon Water Resources Department
 725 Summer Street NE, Suite A
 Salem Oregon 97301-1266
 (503) 986-0900
 www.wrd.state.or.us

Certificate of Water Right Ownership Update

NOTICE TO SELLERS & BUYERS:

By law, all water belongs to the public (ORS 537.110). In almost every instance, a permit or water right certificate from the Water Resources Department is needed before using, diverting or storing water (ORS 537.130). However, most domestic wells do not require water rights. A certificate of water right stays with the land. In order to keep track of water right ownership, the Department requests that this form be submitted to the Department. ***If for multiple rights, a separate form for each right will be required.***

Water that has been used for a long time in one place or that involves a water structure (like a dam) that already exists is no guarantee that there is a water right which would allow the water use to continue.

If you have any questions about this form or water right requirements, please contact your local watermaster or call the Water Resources Department at 503-986-0900.

Note: Please type or print legibly when filling in the following information. Use additional paper if necessary.

PROPERTY SELLER INFORMATION

Applicant(s): Lloyd P. and Lois J. Piercy
First Last
 Mailing Address: 33297 Riverview Drive
Hermiston OR 97838
City State Zip
 Phone: 541-567-1506 541-376-8442
Home Work Other

PROPERTY BUYER INFORMATION

Applicant(s): St. Hilaire Brothers Hermiston Farm, LLC ATTN: Carl St. Hilaire, Manager
First Last
 Mailing Address: 84186 Highway 37
Hermiston OR 97838-6393
City State Zip
 Phone: 541-564-1000
Home Work Other

PROPERTY DESCRIPTION (attach additional pages if necessary):

County: Umatilla Township: 3N, 4N Range: 30E Section: See deed

Tax Lot Number(s): See attached description of new partition parcel

Street address of water right property: N/A

Water Right Information (attach copy of water right permit or certificate & final proof map):

Application #: G-8647 Permit #: G-7929 Certificate or Page #: 80295

Will all the lands associated with this water right be owned by the buyer? Yes No Buyer owns entire Certificate, but not all lands described therein. See attached.

Name of individual completing this form: Shonee D. Langford, Attorney Phone: 503-540-4261

Signature: *Shonee D. Langford* Date: 2/3/15

Please be sure to attach a copy of your property deed or legal description of the property.

Attachment to Ownership Update

Certificate 80295

St. Hilaire Brothers Hermiston Farm, LLC (St. Hilaire) has purchased the real property described as follows:

Parcel 2 of Partition Plat No. 2014- 11, recorded on 11/24/2014
 , 2014, as Instrument No. 2014- 6230418, Office of County
Records, Umatilla County, Oregon.

Portions of the water rights under Certificate 80295 are appurtenant to the above-described real property and portions are appurtenant to adjacent real property owned by Lloyd and Lois Piercy (Piercy).

Piercy has conveyed all water rights described in Certificate 80295 to St. Hilaire, including portions of the water rights that are appurtenant to property still own by Piercy (see attached deed).

STATE OF OREGON

COUNTY OF UMATILLA

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

MERLE GEHRKE
ROUTE 2, BOX 13
ECHO, OREGON 97826

confirms the right to use the waters of FOUR WELLS in the STAGE GULCH BASIN for IRRIGATION OF 2265.0 ACRES.

This right was perfected under Permit G-7929. The date of priority is FEBRUARY 15, 1978. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed 28.31 CUBIC FEET PER SECOND or its equivalent in case of rotation, measured at the wells.

The wells are located as follows:

SE $\frac{1}{4}$ SW $\frac{1}{4}$, SECTION 33, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 32, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 29, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SECTION 28, T 4 N, R 30 E, W.M.; WELL 1-1030 FEET NORTH AND 2420 FEET EAST, WELL 2-980 FEET NORTH AND 1640 FEET WEST, BOTH FROM SW CORNER SECTION 33, WELL 3-2170 FEET NORTH AND 50 FEET WEST FROM SE CORNER SECTION 29, WELL 4-930 FEET NORTH AND 240 FEET WEST FROM E $\frac{1}{4}$ CORNER, SECTION 28.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to a diversion of ONE-EIGHTIETH of one cubic foot per second, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 3.0 acre-feet per acre for each acre irrigated during the irrigation season of each year.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

T-8688.VC

Page 1 of 3

80295

14028

A description of the place of use to which this right is appurtenant is as follows:

NE $\frac{1}{4}$ NW $\frac{1}{4}$ 30.40 ACRES
 NW $\frac{1}{4}$ NW $\frac{1}{4}$ 35.40 ACRES
 SW $\frac{1}{4}$ NW $\frac{1}{4}$ 36.60 ACRES
 SE $\frac{1}{4}$ NW $\frac{1}{4}$ 33.20 ACRES
 NE $\frac{1}{4}$ SW $\frac{1}{4}$ 32.00 ACRES
 NW $\frac{1}{4}$ SW $\frac{1}{4}$ 35.29 ACRES
 SW $\frac{1}{4}$ SW $\frac{1}{4}$ 39.21 ACRES
 SE $\frac{1}{4}$ SW $\frac{1}{4}$ 28.80 ACRES

SECTION 27

NE $\frac{1}{4}$ NE $\frac{1}{4}$ 39.20 ACRES
 NW $\frac{1}{4}$ NE $\frac{1}{4}$ 39.60 ACRES
 SW $\frac{1}{4}$ NE $\frac{1}{4}$ 36.40 ACRES
 SE $\frac{1}{4}$ NE $\frac{1}{4}$ 34.00 ACRES
 NE $\frac{1}{4}$ NW $\frac{1}{4}$ 34.40 ACRES
 NW $\frac{1}{4}$ NW $\frac{1}{4}$ 31.60 ACRES
 SW $\frac{1}{4}$ NW $\frac{1}{4}$ 25.59 ACRES
 SE $\frac{1}{4}$ NW $\frac{1}{4}$ 30.80 ACRES
 NE $\frac{1}{4}$ SW $\frac{1}{4}$ 40.00 ACRES
 NW $\frac{1}{4}$ SW $\frac{1}{4}$ 29.37 ACRES
 SW $\frac{1}{4}$ SW $\frac{1}{4}$ 30.90 ACRES
 SE $\frac{1}{4}$ SW $\frac{1}{4}$ 40.00 ACRES
 NE $\frac{1}{4}$ SE $\frac{1}{4}$ 39.82 ACRES
 NW $\frac{1}{4}$ SE $\frac{1}{4}$ 38.00 ACRES
 SW $\frac{1}{4}$ SE $\frac{1}{4}$ 32.40 ACRES
 SE $\frac{1}{4}$ SE $\frac{1}{4}$ 39.01 ACRES

SECTION 28

NE $\frac{1}{4}$ NE $\frac{1}{4}$ 38.40 ACRES
 NW $\frac{1}{4}$ NE $\frac{1}{4}$ 31.10 ACRES
 SW $\frac{1}{4}$ NE $\frac{1}{4}$ 32.00 ACRES
 SE $\frac{1}{4}$ NE $\frac{1}{4}$ 32.17 ACRES
 NE $\frac{1}{4}$ SE $\frac{1}{4}$ 32.00 ACRES
 NW $\frac{1}{4}$ SE $\frac{1}{4}$ 30.40 ACRES
 SW $\frac{1}{4}$ SE $\frac{1}{4}$ 31.40 ACRES
 SE $\frac{1}{4}$ SE $\frac{1}{4}$ 42.20 ACRES

SECTION 29

NE $\frac{1}{4}$ NE $\frac{1}{4}$ 31.40 ACRES
 NW $\frac{1}{4}$ NE $\frac{1}{4}$ 15.20 ACRES
 SW $\frac{1}{4}$ NE $\frac{1}{4}$ 38.80 ACRES
 SE $\frac{1}{4}$ NE $\frac{1}{4}$ 35.00 ACRES
 NE $\frac{1}{4}$ SE $\frac{1}{4}$ 36.00 ACRES
 NW $\frac{1}{4}$ SE $\frac{1}{4}$ 35.20 ACRES
 SW $\frac{1}{4}$ SE $\frac{1}{4}$ 10.50 ACRES
 SE $\frac{1}{4}$ SE $\frac{1}{4}$ 16.00 ACRES

SECTION 32

NE $\frac{1}{4}$ NE $\frac{1}{4}$ 37.20 ACRES
 NW $\frac{1}{4}$ NE $\frac{1}{4}$ 38.80 ACRES
 SW $\frac{1}{4}$ NE $\frac{1}{4}$ 40.00 ACRES
 SE $\frac{1}{4}$ NE $\frac{1}{4}$ 34.40 ACRES
 NE $\frac{1}{4}$ NW $\frac{1}{4}$ 38.10 ACRES
 NW $\frac{1}{4}$ NW $\frac{1}{4}$ 39.40 ACRES
 SW $\frac{1}{4}$ NW $\frac{1}{4}$ 38.50 ACRES
 SE $\frac{1}{4}$ NW $\frac{1}{4}$ 39.10 ACRES
 NE $\frac{1}{4}$ SW $\frac{1}{4}$ 24.10 ACRES
 NW $\frac{1}{4}$ SW $\frac{1}{4}$ 40.00 ACRES
 SW $\frac{1}{4}$ SW $\frac{1}{4}$ 24.40 ACRES
 SE $\frac{1}{4}$ SW $\frac{1}{4}$ 17.12 ACRES
 NE $\frac{1}{4}$ SE $\frac{1}{4}$ 18.80 ACRES
 NW $\frac{1}{4}$ SE $\frac{1}{4}$ 39.00 ACRES
 SW $\frac{1}{4}$ SE $\frac{1}{4}$ 12.13 ACRES
 SE $\frac{1}{4}$ SE $\frac{1}{4}$ 22.40 ACRES

SECTION 33

NE $\frac{1}{4}$ NW $\frac{1}{4}$ 33.98 ACRES
 NW $\frac{1}{4}$ NW $\frac{1}{4}$ 38.50 ACRES
 SW $\frac{1}{4}$ NW $\frac{1}{4}$ 34.36 ACRES
 SE $\frac{1}{4}$ NW $\frac{1}{4}$ 34.00 ACRES
 NE $\frac{1}{4}$ SW $\frac{1}{4}$ 12.80 ACRES
 NW $\frac{1}{4}$ SW $\frac{1}{4}$ 23.55 ACRES
 SW $\frac{1}{4}$ SW $\frac{1}{4}$ 2.80 ACRES

SECTION 34

TOWNSHIP 4 NORTH,
 RANGE 30 EAST, W.M.

NE¼ NE¼ 18.80 ACRES
NW¼ NE¼ 36.40 ACRES
SW¼ NE¼ 17.60 ACRES
SE¼ NE¼ 33.20 ACRES
NE¼ NW¼ 27.60 ACRES
NW¼ NW¼ 0.60 ACRES
SW¼ NW¼ 0.20 ACRES
SE¼ NW¼ 7.20 ACRES

SECTION 4

NE¼ NE¼ 35.40 ACRES
NW¼ NE¼ 28.00 ACRES
SW¼ NE¼ 29.60 ACRES
SE¼ NE¼ 27.20 ACRES

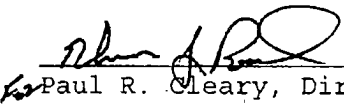
SECTION 5
TOWNSHIP 3 NORTH,
RANGE 30 EAST, W.M.

This certificate describes that portion of the water right confirmed by Certificate 52675, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Water Resources Director entered JUN 04 2003, approving Transfer Application 8688.

The issuance of this superseding certificate does not confirm the status of the water right in regard to the provisions of ORS 540.610 pertaining to forfeiture or abandonment.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described.

WITNESS the signature of the Water Resources Director,
affixed JUN 04 2003.


Paul R. Cleary, Director

Recorded in State Record of Water Right Certificates numbered 80295.

T-8688.VC

Page 3 of 3

14028

64
3

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2014-6240391 1 of 3

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PIONEER TITLE CO. 43178-1
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(4)



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Recorded: November 14, 2014, in Instrument no. 2014-6230157, Office of Umatilla County Records.



The true and actual consideration for this conveyance is \$5,750,000 which includes irrigation equipment and water rights, and good and valuable consideration paid to a Qualified Intermediary pursuant to an IRC Section 1031 Tax Deferred Exchange

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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT 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.

MADE, GRANTED AND DATED ON December 18, 2014.

Lloyd P. Piercy
Date: December 18, 2014

Lois J. Piercy
Date: 12/18, 2014

STATE OF OREGON, COUNTY OF UMATILLA) ss

This instrument was acknowledged before me on December, 18, 2014 by Lloyd P. Piercy and Lois J. Piercy.

Myraft
Notary Public State of Oregon NOTARY SEAL

