

**Application for Water Right
Temporary or Drought Temporary Transfer
Part 1 of 4 – 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 4 and all required attachments are not completed and included.
For questions, please call (503) 986-0900, and ask for Transfer Section.

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FOR ALL TEMPORARY TRANSFER APPLICATIONS

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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 – Completed Applicant Information and Signature.
- Part 4 – Information about Transferred Water Rights: **How many water rights are to be transferred? 1 List them here 97218**
Please include a separate Part 4 for each water right. (See instructions on page 5)
- N/A For standard Temporary Transfer (one to five years) **Begin Year: 2026 End Year: 2030.**
- N/A Temporary Drought Transfer (Only in counties where the Governor has declared drought)
- Application Fee** - payable by check to the Oregon Water Resources Department, the online fee calculator is located: **Attachment 7**

Attachments:

- Completed Temporary Transfer Application Map. **Attachment 1**
- Completed Evidence of Use Affidavit and supporting documentation. **Attachment 3**
- Current recorded deed for the land **from** which the authorized place of use is temporarily being moved. **Attachment 4**
- N/A Affidavit(s) of Consent from Landowner(s) (if the applicant does not own the land upon which the water right is located.)
- 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. **Attachment 5**
- 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. **Attachment 6**
- 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
 Other/Explanation _____
 Staff: _____ Phone: _____ Date: ____/____/____

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Part 2 of 4 – Temporary Transfer Application Map Checklist

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

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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.
- 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.
- 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.
- 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°).

Part 3 of 4 – Applicant Information and Signature

Applicant Information

APPLICANT/BUSINESS NAME Farmland Reserve, Inc.		PHONE NO. 509-947-6188	ADDITIONAL CONTACT NO.
ADDRESS PO Box 2308			FAX NO.
CITY Pasco	STATE WA	ZIP 99302	E-MAIL naturalresources@farmlandreserve.org
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 Theodore R. Ressler, RG, CWRE / Summit Water Resources LLC		PHONE NO. 503-701-4535	ADDITIONAL CONTACT NO.
ADDRESS 4784 SE 17th Avenue, Suite 111			FAX NO.
CITY Portland	STATE OR	ZIP 97202	E-MAIL tressler@summitwr.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:
This transfer proposes to temporarily change the place of use of Certificate 97218 for operational efficiency for a period of five years.

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	Brent Clayton, Vice President Print Name (and Title if applicable)	1/27/2026 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*

***Lands included in this application and not owned by Farmland Reserve, Inc are operated under lease agreements that assign Farmland Reserve, Inc all interest of Water Rights obtained by Farmland Reserve, Inc. for irrigation on said lands. See lease agreements included in Attachment 4.**

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.

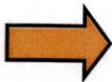
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Check here if any of the water rights proposed for transfer are or will be located within or served by an irrigation or other water district. (NOTE: If this box is checked, you must complete and attach Supplemental Form D.)

DISTRICT NAME EAST IMPROVEMENT DISTRICT	ADDRESS 495 East Main Street	
CITY Hermiston	STATE OR	ZIP 97838

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	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 St.	
CITY Pendleton	STATE OR	ZIP 97801

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

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Part 4 of 4 – Water Right Information

Please use a separate Part 4 for each water right being changed. See instructions on page 6, to copy and paste additional Part 4s, or to add rows to tables within the form.

Water Right Certificate # 97218

Description of Water Delivery System

System capacity: **EID System = 200** cubic feet per second (cfs) OR
 _____ gallons per minute (gpm)

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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. **Surface water is diverted from a pump station located on the Columbia River, which consists of a fish screened intake and 10 vertical turbine pumps with a combined horsepower of 19,000. The diverted water is conveyed through a series of pipelines and booster pump stations to the sprinkler systems that apply water for irrigation on the place of use.**

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)
POD 1	<input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Proposed	N/A	5	N	30	E	8	SW	NW	-	2910 feet North and 120 feet East from SW Corner of Section 8

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.

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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 # 97218

List only the part of the right that will be changed. For the acreage in each ¼ 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			
										POU	3	N	29	E	1	NW	NE	100	2	30.47	N/A	POD 1	1973
										POU	3	N	29	E	1	SW	NE	100	-	16.63	N/A	POD 1	1973
										POU	3	N	29	E	1	NE	NW	100	3	31.92	N/A	POD 1	1973
										POU	3	N	29	E	1	NW	NW	100	4	38.63	N/A	POD 1	1973
										POU	3	N	29	E	1	SW	NW	100	-	33.61	N/A	POD 1	1973
										POU	3	N	29	E	1	SE	NW	100	-	15.94	N/A	POD 1	1973
										POU	3	N	29	E	1	NE	SW	100	-	5.84	N/A	POD 1	1973
										POU	3	N	29	E	1	NW	SW	100	-	39.83	N/A	POD 1	1973
										POU	3	N	29	E	1	SW	SW	100	-	26.25	N/A	POD 1	1973
										POU	3	N	29	E	1	SE	SW	100	-	34.86	N/A	POD 1	1973
										POU	3	N	29	E	1	SW	SE	100	-	1.52	N/A	POD 1	1973
										POU	3	N	29	E	2	NE	NE	100	1	10.86	N/A	POD 1	1973
										POU	3	N	29	E	2	SE	NE	100	-	18.35	N/A	POD 1	1973

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Table 2. Description of Temporary Changes to Water Right Certificate # 97218

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			
										POU	3	N	29	E	2	NE	SE	100	-	12.57	N/A	POD 1	1973
										POU	3	N	29	E	2	SE	SE	100	-	0.13	N/A	POD 1	1973
										POU	3	N	29	E	9	NW	NE	3404	-	4.13	N/A	POD 1	1973
										POU	3	N	29	E	9	SW	NE	3404	-	37.09	N/A	POD 1	1973
										POU	3	N	29	E	9	SE	NE	3404	-	1.21	N/A	POD 1	1973
										POU	3	N	29	E	9	NE	SE	500, 3404	-	0.22	N/A	POD 1	1973
										POU	3	N	29	E	9	NW	SE	500	-	25.45	N/A	POD 1	1973
										POU	3	N	29	E	12	NW	NE	100	-	0.86	N/A	POD 1	1973
										POU	3	N	29	E	12	SW	NE	100	-	0.69	N/A	POD 1	1973
										POU	3	N	29	E	12	NE	NW	3600	-	30.84	N/A	POD 1	1973
										POU	3	N	29	E	12	NW	NW	3600	-	18.74	N/A	POD 1	1973
										POU	3	N	29	E	12	SW	NW	3600	-	34.67	N/A	POD 1	1973
										POU	3	N	29	E	12	SE	NW	3600	-	36.34	N/A	POD 1	1973

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Table 2. Description of Temporary Changes to Water Right Certificate # 97218

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			
										POU	3	N	29	E	12	NE	SW	3600	-	27.43	N/A	POD 1	1973
										POU	3	N	29	E	12	NW	SW	3600	-	25.25	N/A	POD 1	1973
										POU	3	N	29	E	12	NW	SE	100	-	0.16	N/A	POD 1	1973
										POU	3	N	30	E	1	NE	NW	200	3	30.59	N/A	POD 1	1973
										POU	3	N	30	E	1	NW	NW	200	4	32.94	N/A	POD 1	1973
										POU	3	N	30	E	1	SW	NW	200	-	30.95	N/A	POD 1	1973
										POU	3	N	30	E	1	SE	NW	200	-	30.99	N/A	POD 1	1973
										POU	3	N	30	E	2	NE	NE	400	1	0.13	N/A	POD 1	1973
										POU	3	N	30	E	2	SE	NE	400	-	0.08	N/A	POD 1	1973
										POU	3	N	30	E	3	NE	SW	500	-	14.35	N/A	POD 1	1973
										POU	3	N	30	E	3	NW	SW	500	-	21.49	N/A	POD 1	1973
										POU	3	N	30	E	3	SW	SW	500	-	33.15	N/A	POD 1	1973
										POU	3	N	30	E	3	SE	SW	500	-	21.53	N/A	POD 1	1973
										POU	3	N	30	E	7	NE	NE	4000	-	8.48	N/A	POD 1	1973
										POU	3	N	30	E	7	NW	NE	4000	-	16.85	N/A	POD 1	1973

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Table 2. Description of Temporary Changes to Water Right Certificate # 97218

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			
										POU	3	N	30	E	7	SW	NE	4000	-	34.65	N/A	POD 1	1973
										POU	3	N	30	E	7	SE	NE	4000	-	18.62	N/A	POD 1	1973
										POU	3	N	30	E	7	NE	SE	4600	-	29.51	N/A	POD 1	1973
										POU	3	N	30	E	7	NW	SE	4600	-	29.69	N/A	POD 1	1973
										POU	3	N	30	E	7	SW	SE	4600	-	29.25	N/A	POD 1	1973
										POU	3	N	30	E	7	SE	SE	4600	-	28.04	N/A	POD 1	1973
										POU	3	N	30	E	10	NE	NW	800	-	29.71	N/A	POD 1	1973
										POU	3	N	30	E	10	NW	NW	800	-	31.85	N/A	POD 1	1973
										POU	3	N	30	E	10	SW	NW	800	-	29.68	N/A	POD 1	1973
										POU	3	N	30	E	10	SE	NW	800	-	28.60	N/A	POD 1	1973
										POU	3	N	30	E	10	NE	SE	1600	-	0.09	N/A	POD 1	1973
										POU	3	N	30	E	10	SW	SE	1600	-	0.52	N/A	POD 1	1973
										POU	3	N	30	E	10	SE	SE	1600	-	0.50	N/A	POD 1	1973
										POU	3	N	30	E	11	NE	SW	1500	-	28.16	N/A	POD 1	1973
										POU	3	N	30	E	11	NW	SW	1500	-	30.60	N/A	POD 1	1973

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Table 2. Description of Temporary Changes to Water Right Certificate # 97218

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			
										POU	3	N	30	E	11	SW	SW	1500	-	32.84	N/A	POD 1	1973
										POU	3	N	30	E	11	SE	SW	1500	-	31.3	N/A	POD 1	1973
										POU	3	N	30	E	14	NE	NE	2100	-	28.26	N/A	POD 1	1973
										POU	3	N	30	E	14	NW	NE	2100	-	0.62	N/A	POD 1	1973
										POU	3	N	30	E	14	SW	NE	2100	-	0.03	N/A	POD 1	1973
										POU	3	N	30	E	14	SE	NE	2100	-	0.69	N/A	POD 1	1973
										POU	3	N	30	E	14	NE	NW	2000	-	29.84	N/A	POD 1	1973
										POU	3	N	30	E	14	NW	NW	2000	-	30.13	N/A	POD 1	1973
										POU	3	N	30	E	14	SW	NW	2000	-	30.72	N/A	POD 1	1973
										POU	3	N	30	E	14	SE	NW	2000	-	31.68	N/A	POD 1	1973
										POU	3	N	30	E	14	NE	SW	1900	-	11.15	N/A	POD 1	1973
										POU	3	N	30	E	14	NW	SW	1900	-	14.03	N/A	POD 1	1973
										POU	3	N	30	E	14	SW	SW	1900	-	39.77	N/A	POD 1	1973
										POU	3	N	30	E	14	SE	SW	1900	-	36.73	N/A	POD 1	1973
										POU	3	N	30	E	15	NE	NE	1900	-	32.32	N/A	POD 1	1973

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Table 2. Description of Temporary Changes to Water Right Certificate # 97218

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			
										POU	3	N	30	E	15	NW	NE	1900	-	34.19	N/A	POD 1	1973
										POU	3	N	30	E	15	SW	NE	1900	-	32.17	N/A	POD 1	1973
										POU	3	N	30	E	15	SE	NE	1900	-	30.96	N/A	POD 1	1973
										POU	3	N	30	E	15	NE	NW	1800	-	26.83	N/A	POD 1	1973
										POU	3	N	30	E	15	NW	NW	1800	-	27.81	N/A	POD 1	1973
										POU	3	N	30	E	15	SW	NW	1800	-	30.62	N/A	POD 1	1973
										POU	3	N	30	E	15	SE	NW	1800	-	30.00	N/A	POD 1	1973
										POU	3	N	30	E	15	NE	SW	1800	-	0.01	N/A	POD 1	1973
										POU	3	N	30	E	15	NW	SW	1800	-	0.01	N/A	POD 1	1973
										POU	3	N	30	E	15	NE	SE	1900	-	28.09	N/A	POD 1	1973
										POU	3	N	30	E	15	NW	SE	1900	-	29.64	N/A	POD 1	1973
										POU	3	N	30	E	15	SW	SE	1900	-	29.74	N/A	POD 1	1973
										POU	3	N	30	E	15	SE	SE	1900	-	30.46	N/A	POD 1	1973
										POU	3	N	30	E	23	NE	NW	7700	-	12.88	N/A	POD 1	1973
										POU	3	N	30	E	23	NW	NW	7700	-	14.99	N/A	POD 1	1973

Revised 7/28/2025

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Table 2. Description of Temporary Changes to Water Right Certificate # 97218

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
							TOTAL ACRES										1860			

Additional remarks:

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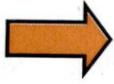
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Water Right Certificate # **97218**

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: _____



Pursuant to ORS 540.523, 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: N/A

- 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 N/A

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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Attachments

Attachment Name	Attachment Description
Attachment 1	Temporary Transfer Maps
Attachment 2	Water Right Information
Attachment 3	Evidence of Use Affidavits
Attachment 4	Legal Description
Attachment 5	Supplemental Form D
Attachment 6	Land Use Information Forms
Attachment 7	Application Fee

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Attachment 1
Temporary Transfer Maps

Ressler, Ted

From: JARAMILLO Lisa J * WRD <Lisa.J.JARAMILLO@water.oregon.gov>
Sent: Thursday, December 4, 2025 1:36 PM
To: Ressler, Ted
Cc: COURCHANE Corey A * WRD
Subject: RE: Transfer map approval
Attachments: PODmap_C97218.pdf

Hi Ted,

Your request to use the attached map associated with Certificate 97218 to show the existing authorized POD that will continue to supply the lands involved in the temporary transfer application at the proposed temporary place of use is hereby granted. As I understand it, in addition to the attached map, you will also supply a map from the FROM and TO locations associated with the temporary place of use change.

Please include a copy of this correspondence as part of the application packet when submitted.

Best regards,
Lisa

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Lisa J. Jaramillo
Transfer and Conservation Section Manager
725 Summer Street NE, Suite A, Salem, OR 97301 | Phone: 503-871-1889 (work cell)



Integrity | Service | Technical Excellence | Teamwork | Forward-Looking

NOTE: OWRD offices are now open to the public. Given that many staff will continue teleworking remotely or have job duties that take them into the field on a regular basis, however, availability of staff in the office is not guaranteed 8 a.m. - 5 p.m. every day (M-F). OWRD's Salem office is closed for customer service drop-ins from Noon - 1pm. **Customers and visitors are encouraged to schedule an appointment in advance if they wish to meet in person with specific staff members.** Alternative methods for meeting, such as by phone or virtually via Teams, are also available.

From: Ressler, Ted <tressler@summitwr.com>
Sent: Wednesday, December 3, 2025 11:15 AM
To: COURCHANE Corey A * WRD <Corey.A.COURCHANE@water.oregon.gov>; JARAMILLO Lisa J * WRD <Lisa.J.JARAMILLO@water.oregon.gov>
Cc: Patch, Austin <apatch@summitwr.com>
Subject: Transfer map approval

Hi Corey

I assisting Farmland Reserve with the development of a temporary transfer application involving Certificate 97218. The application proposes to change the place of use, and will NOT require a change in POD to convey water to the new temporary POU. The authorized POD is located at some distance from the FROM and TO lands, which won't allow the POD to be shown on the maps developed to show the proposed POU change. I would like to include the record map for

Certificate 97218 that shows the authorized POD in lieu of creating a new map for the temporary transfer – see attached. Please let me know if this is acceptable.

Thanks
Ted

Theodore R. Ressler, RG, CWRE, PG | Principal Hydrogeologist & Water Resources Consultant | Summit Water Resources, LLC
4784 SE 17th Ave, Suite 111, Portland, OR 97202 | P: 503.967.7050 | C: 503.701.4535 | tressler@summitwr.com |
www.summitwr.com | [bio](#) | [LinkedIn](#)



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Attachment 2
Water Right Information

STATE OF OREGON

COUNTY OF UMATILLA

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

HALE FARMS, LLC
73120 HIGHWAY 207
ECHO, OR 97826

confirms the right to use the waters of COLUMBIA RIVER, a tributary to PACIFIC OCEAN for IRRIGATION of 1860.0 ACRES.

This right was perfected under Permit S-37121. The date of priority is OCTOBER 3, 1973 and DECEMBER 11, 1973. The amount of water to which this right is entitled is limited to an amount actually used beneficially, and shall not exceed 10.36 CUBIC FEET PER SECOND (CFS), or its equivalent in case of rotation, measured at the point of diversion, and is further described and limited to:

The rate, duty and priority dates for 1860.0 acres are:

Priority Date	Rate (CFS)	Duty (AF)
October 3, 1973 plus one minute	8.17	1,467.9
December 11, 1973 plus one minute	2.19	393.1
Total:	10.36	1861.0

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-SIXTIETH 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. The irrigation season is March 1 through October 31.

The point of diversion is located as follows:

Twp	Rng	Mer	Sec	Q-Q	Measured Distances
5 N	30 E	WM	8	SW NW	2910 FEET NORTH AND 120 FEET EAST FROM THE SW CORNER OF SECTION 8

To conserve use of water in the critical groundwater area the 1,861 AF of water may be used by the water user for primary irrigation on the 1,860.0 acres covered by additional rights.

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

IRRIGATION WITH A TOTAL RATE OF 10.36 CFS AND A TOTAL DUTY OF 1,861.0 AF						
Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
3 N	29 E	WM	1	NE NE	1	15.9
3 N	29 E	WM	1	NW NE	2	30.4
3 N	29 E	WM	1	SW NE		31.7
3 N	29 E	WM	1	SE NE		17.6
3 N	29 E	WM	1	NE NW	3	30.5
3 N	29 E	WM	1	NW NW	4	38.7
3 N	29 E	WM	1	SW NW		36.4
3 N	29 E	WM	1	SE NW		18.7
3 N	29 E	WM	1	NE SW		22.7
3 N	29 E	WM	1	NW SW		40.0
3 N	29 E	WM	1	SW SW		31.1
3 N	29 E	WM	1	SE SW		39.0
3 N	29 E	WM	1	NE SE		11.6
3 N	29 E	WM	1	NW SE		40.0
3 N	29 E	WM	1	SW SE		25.1
3 N	29 E	WM	1	SE SE		11.0
3 N	29 E	WM	2	NE NE	1	29.2
3 N	29 E	WM	2	NW NE	2	34.0
3 N	29 E	WM	2	SW NE		29.2
3 N	29 E	WM	2	SE NE		33.3
3 N	29 E	WM	2	NE SE		34.7
3 N	29 E	WM	2	NW SE		38.1
3 N	29 E	WM	2	SW SE		26.9
3 N	29 E	WM	2	SE SE		33.1
3 N	29 E	WM	9	NW NE		3.6
3 N	29 E	WM	9	SW NE		37.5
3 N	29 E	WM	9	SE NE		0.6
3 N	29 E	WM	9	NW SE		26.2
3 N	29 E	WM	11	NE NE		40.0
3 N	29 E	WM	11	NW NE		36.4
3 N	29 E	WM	11	SW NE		7.0
3 N	29 E	WM	11	SE NE		12.4
3 N	29 E	WM	11	NE NW		30.7
3 N	29 E	WM	11	NW NW		30.7
3 N	29 E	WM	11	SW NW		27.2
3 N	29 E	WM	11	SE NW		26.0
3 N	29 E	WM	11	NE SW		15.3
3 N	29 E	WM	11	NW SW		23.0
3 N	29 E	WM	11	SW SW		22.3
3 N	29 E	WM	11	SE SW		22.9
3 N	29 E	WM	12	NE NE		39.6
3 N	29 E	WM	12	NW NE		38.2
3 N	29 E	WM	12	SW NE		25.9
3 N	29 E	WM	12	SE NE		22.3
3 N	29 E	WM	12	NE NW		32.6

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IRRIGATION WITH A TOTAL RATE OF 10.36 CFS AND A TOTAL DUTY OF 1,861.0 AF						
Twp	Rng	Mer	Sec	Q-Q	GLot	Acres
3 N	29 E	WM	12	NW NW		28.0
3 N	29 E	WM	12	SW NW		35.9
3 N	29 E	WM	12	SE NW		36.7
3 N	29 E	WM	12	NE SW		29.3
3 N	29 E	WM	12	NW SW		25.4
3 N	29 E	WM	12	NE SE		35.7
3 N	29 E	WM	12	NW SE		39.9
3 N	29 E	WM	12	SW SE		9.0
3 N	29 E	WM	12	SE SE		10.1
3 N	30 E	WM	6	NW NW	4	44.7
3 N	30 E	WM	6	SW NW	5	51.3
3 N	30 E	WM	6	SE NW		3.5
3 N	30 E	WM	6	NE SW		35.5
3 N	30 E	WM	6	NW SW	6	39.5
3 N	30 E	WM	6	SW SW	7	27.8
3 N	30 E	WM	6	SE SW		23.3
3 N	30 E	WM	7	NE NW		27.7
3 N	30 E	WM	7	NW NW	1	29.1
3 N	30 E	WM	7	SW NW	2	11.4
3 N	30 E	WM	7	SE NW		10.7
3 N	30 E	WM	7	NW SW	3	49.1
3 N	30 E	WM	7	SW SW	4	37.1
TOTAL						1,860.0

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The water user must maintain the totalizing flow meters, or other measurement system as approved by the Department, in good working order according to manufacturer's specifications. A different plan for measurement of diverted water at each field diversion, which is acceptable to, and approved by the Department may be allowed. Testing of the approved measurement devices shall occur at such intervals as deemed appropriate and necessary by the Watermaster.

The totalizing flow meters or other measurement system shall be located as follows:

- a) The point of diversion from the Columbia River and all other points of diversion or appropriation, which supply water to the lands;
- b) The northern boundary connection of the Echo Irrigation District; and
- c) All field diversions (center pivots or other method of water delivery) used to apply water to the lands described above.

The water user shall maintain a complete record of water usage on a monthly basis and shall submit monthly and annual reports to the Watermaster's office in Pendleton. The water use reports shall include recorded monthly water usage measurements from each point of diversion, the measurement device located at the North Echo ID boundary connection and for each field diversion (center pivot or other means of application). The reports shall also include dates of measurement and other

information as may be requested by the Watermaster. The frequency or timing of the reports may be modified upon a determination by the Department that an alternate frequency is needed or appropriate. The reporting frequency may also be modified after the second full season of use, if requested by the water user and approved by the Department. The reports may be e-mailed, faxed or mailed.

The water user shall allow the Watermaster access to the water meters described above. Where a meter is located within a private structure, the Watermaster shall request access upon reasonable notice.

Additional measurement and reporting conditions, including, but not limited to, additional measuring sites, general water-use information and the place and nature of water use may be required at the discretion of the Department.

The use of water shall be limited when it interferes with the prior SURFACE WATER rights of others.

This certificate describes that portion of water right Certificate 97229, State Record of Water Right Certificates, NOT modified by the provisions of an order of the Water Resources Director entered NOV 27 2024, approving Transfer Application T-14212.

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.

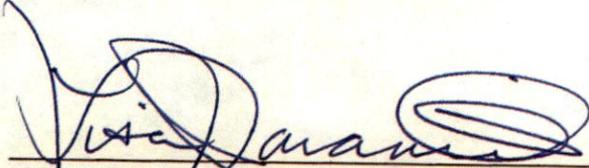
The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described.

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The use confirmed herein may be made only at times when sufficient water is available to satisfy prior rights, including rights for maintaining instream flows.

WITNESS the signature of the Water Resources Director, affixed NOV 27 2024.



Lisa J. Jaramillo, Transfer and Conservation Section Manager, for
DOUGLAS E. WOODCOCK, ACTING DIRECTOR
Oregon Water Resources Department

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Attachment 3
Evidence of Use Affidavit

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, BLAINE MEEK, in my capacity as GENERAL MANAGER FOR AGRINORTHWEST OPERATING FARMS OWNED BY FARMLAND RESERVES INCORPORATED,
 mailing address PO BOX 2308, PASCO WA 99302

telephone number (509)948-1248, 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 # 97218; **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)

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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)

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3. The water right was used for: (e.g., crops, pasture, etc.): 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]
Signature of Affiant

12/10/25
Date



Signed and sworn to (or affirmed) before me this 10th day of Dec, 2025.

[Signature]
Notary Public for ~~Oregon~~ Washington

My Commission Expires: 3/24/2029

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 type="checkbox"/> Records such as FSA crop reports, irrigation district records, NRCS farm management plan, or records of other water suppliers	<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 checked="" 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.terraserver.com</p>
<input type="checkbox"/> Approved Lease establishing beneficial use within the last 5 years	Copy of instream lease or lease number

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Place of Use

Legend

97218



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Attachment 4
Legal Description

EXHIBIT A

(Legal Description of the Real Property)

Real property located in Umatilla County, Oregon described as follows:

The northwest quarter of Section 14, Township 3 North, Range 30 East of the Willamette Meridian, Umatilla County, Oregon, being Tax Lot 1700 3N30A000.

Excepting therefrom any portion of the described lands lying within the County Road right-of-way.

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State of Oregon
County of Umatilla



Instrument received
and recorded on
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in the record of instrument
code type DE

Instrument number 2019-6900540
Fee \$111.00

AFTER RECORDING RETURN TO:

Kirton McConkie
Attn: Tyler Buswell
50 East South Temple, Suite 400
Salt Lake City, Utah 84111

UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO:

Farmland Reserve, Inc.
Attn: Rex Burgener
79 South Main Street, Suite 1000
Salt Lake City, Utah 84111

Umatilla County
Received: 9/12/2019



1102923

Office of County Records

Steve Churchill

Records Officer
1102923 P4

GENERAL WARRANTY DEED

ENOCH WAYNE FRIEDLY AND GAIL M. FRIEDLY, CO-TRUSTEES OF THE FRIEDLY FAMILY TRUST DATED JUNE 4, 2018 ("Grantor"), hereby conveys and warrants to FARMLAND RESERVE, INC., a Utah nonprofit corporation ("Grantee"), with an address at 79 S. Main Street, Suite 1000, Salt Lake City, Utah 84111, the real property located in Umatilla County, Oregon, as described on Exhibit A, attached hereto (the "Property").

The true consideration for this conveyance is \$598,000.00.

TOGETHER WITH (i) all roads, bridges and other improvements located on the Property, (ii) all water rights, if any, and other rights to the use of water owned by Grantor appurtenant to or used in connection with the Property, (iii) surface and subsurface rights of the Property owned by Grantor, including, without limitation, all appurtenant mineral, gas, oil, and geothermal rights, and (iv) all other privileges, appurtenances, easements in respect thereof and other rights appertaining to the Property.

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

PIONEER TITLE CO. 99057
109 SW COURT, PEND. OR 97801

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State of Oregon
County of Umatilla



Instrument received
and recorded on
8/8/2018 11:15:07 AM

in the record of instrument
code type DE

Instrument number 2018-6750316
Fee \$106.00

AFTER RECORDING RETURN TO:

Kirton McConkie
Attn: Tyler L. Buswell
50 E. South Temple
Salt Lake City, UT 84111

SEND TAX STATEMENTS TO:

Farmland Reserve, Inc.
c/o Tax Division
PO Box 511196
Salt Lake City, UT 84151-1196

Umatilla County
Received:8/8/2018



Office of County Records
Steve Churchill

Records Officer
1084524 P3

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, DAVID G. LORENZEN and KAREN C. LORENZEN, as husband and wife ("Grantor"), do hereby grant, bargain, sell and convey unto FARMLAND RESERVE, INC., a Utah nonprofit corporation, whose address is 79 South Main Street, Suite 1000, Salt Lake City, Utah 84111-1929 ("Grantee"), their interest in the real property located in Umatilla County, State of Oregon, more particularly described in Exhibit A, attached hereto and incorporated herein.

The true consideration for this conveyance is \$240,000.00.

TOGETHER WITH all and singular the property described on Exhibit "A," together with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining thereto including, without limitation, all water rights and mineral interests of Grantor appurtenant to the property, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, including any easements and rights-of-way over adjoining property, which easements and rights-of-way are appurtenant to the real property described on Exhibit A, of, in, or to the property and every part and parcel thereof, with the appurtenances thereto belonging.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and to the successors and assigns of Grantee forever. Grantor does hereby covenant to and with Grantee, that it is the owner in fee simple of said premises and that it will warrant and defend same from all lawful claims of any person whatsoever, claiming by, through or under Grantor, excepting current and subsequent years' taxes and assessments.

[Signature and Acknowledgement to Follow]

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4821-7529-9695

PIONEER TITLE CO. 97974
126 SE COURT, PEND. OR 97801

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DATED effective as of Sept. 11th, 2019.

GRANTOR:

**ENOCH WAYNE FRIEDLY AND GAIL
M. FRIEDLY, CO-TRUSTEES OF THE
FRIEDLY FAMILY TRUST
DATED JUNE 4, 2018**

By: *Enoch Wayne Friedly*
Name: Enoch Wayne Friedly
Its: Co-Trustee

By: *Gail M Friedly*
Name: Gail M. Friedly
Its: Co-Trustee

STATE OF OREGON)
)
COUNTY OF Umatilla)

On this 11th day of Sept., 2019, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Enoch Wayne Friedly and Gail M. Friedly, known to be the Co-Trustees of the Friedly Family Trust dated June 4, 2018, that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that trust for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of the trust.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Genna Marie Banica

Print Name: Genna Marie Banica
NOTARY PUBLIC for the State of Oregon
My Commission Expires: June 11, 2019



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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.

[Signature and Acknowledgment to Follow]

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State of Oregon
County of Umatilla



Instrument received
and recorded on
11/9/2016 01:29 PM

in the record of instrument
code type DE

Instrument number 2016-6510099
Fee \$249.00

Office of County Records

John Chambliss

Records Officer

1055374 P40

AFTER RECORDING RETURN TO:

Kirton McConkie
Attn: Tyler Buswell
50 East South Temple
Salt Lake City, Utah 84111

**UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO:**

Farmland Reserve, Inc.
Attn: Rex Burgener
79 South Main Street, Suite 1000
Salt Lake City, Utah 84111

SPECIAL WARRANTY DEED

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HALE FARMS, L.L.C., an Oregon limited liability company, with an address at 73120 Hwy 207, Echo, Oregon 97826, together with **H4 FARMS, INC.**, an Oregon corporation, with an address at 73120 Hwy 207, Echo, Oregon 97826 (collectively as "**Grantor**"), conveys and specially warrants to **FARMLAND RESERVE, INC.**, a Utah nonprofit corporation ("**Grantee**"), with an address at 79 S. Main Street, Suite 1000, Salt Lake City, Utah 84111, the real property described on Exhibit A attached hereto (the "**Property**"), free of liens and encumbrances created or suffered by Grantor, except as set forth on (i) Exhibit B for the real property located in Umatilla County, and (ii) Exhibit C for the real property located in Morrow County, both attached hereto.

The true consideration for this conveyance is \$53,422,316.00.

TOGETHER WITH (i) all buildings located on the Property, (ii) all roads, bridges and other improvements located on the Property, (iii) all water rights and other rights to the use of water owned by Grantor appurtenant to or used in connection with the Property, (iv) surface and subsurface rights of the Property owned by Grantor, including, without limitation, all appurtenant mineral, gas, oil, and geothermal rights, and (v) all other privileges, appurtenances, easements in respect thereof and other rights appertaining to the Property.

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

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EXHIBIT A

(Legal Description of the Property)

That certain real property located in Umatilla County, State of Oregon, described as follows:

TRACT I:

Township 3 North, Range 30, E.W.M.

Section 23:

Commencing at the Northwest corner of the Northeast Quarter of Section 23; thence South along the North-South Center - line of said Section 23, a distance of 742.5 feet to a point; thence West and parallel to the North line of said Section 23 a distance of 2,640 feet to the west line of said Section 23; thence North along the West line of said Section 23 a distance of 742.5 feet to the Northwest corner of said Section 23; thence East along the North line of said Section 23 TO THE POINT OF BEGINNING;

All Being East of the Willamette Meridian, County of Umatilla, State of Oregon.

TRACT II:

Parcel 2, PARTITION PLAT NO. 2007-46 (Instrument No. 2007-5290598, Office of Umatilla County Records) located in Sections 14 and 15, Township 3 North, Range 30, East of the Willamette Meridian, Umatilla County, Oregon.

EXCEPTING THEREFROM any portion lying within County Road rights of way.

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ID: 2016-6510099
County: Umatilla
Date: 11/9/2016 Time: 1:29 PM

AFTER RECORDING RETURN TO:

Kirton McConkie
Attn: Tyler Buswell
50 East South Temple
Salt Lake City, Utah 84111

UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO:

Farmland Reserve, Inc.
Attn: Rex Burgener
79 South Main Street, Suite 1000
Salt Lake City, Utah 84111

SPECIAL WARRANTY DEED

FATC MS 804179

HALE FARMS, L.L.C., an Oregon limited liability company, with an address at 73120 Hwy 207, Echo, Oregon 97826, together with **H4 FARMS, INC.**, an Oregon corporation, with an address at 73120 Hwy 207, Echo, Oregon 97826 (collectively as "**Grantor**"), conveys and specially warrants to **FARMLAND RESERVE, INC.**, a Utah nonprofit corporation ("**Grantee**"), with an address at 79 S. Main Street, Suite 1000, Salt Lake City, Utah 84111, the real property described on Exhibit A attached hereto (the "**Property**"), free of liens and encumbrances created or suffered by Grantor, except as set forth on (i) Exhibit B for the real property located in Umatilla County, and (ii) Exhibit C for the real property located in Morrow County, both attached hereto.

The true consideration for this conveyance is \$53,422,316.00.

TOGETHER WITH (i) all buildings located on the Property, (ii) all roads, bridges and other improvements located on the Property, (iii) all water rights and other rights to the use of water owned by Grantor appurtenant to or used in connection with the Property, (iv) surface and subsurface rights of the Property owned by Grantor, including, without limitation, all appurtenant mineral, gas, oil, and geothermal rights, and (v) all other privileges, appurtenances, easements in respect thereof and other rights appertaining to the Property.

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

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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.

[Signature and Acknowledgement to Follow]

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DATED effective as of November 7, 2016.

GRANTOR:

HALE FARMS, L.L.C.,
an Oregon limited liability company

By: [Signature]
Name: Robert C. Hale
Its: Operating Manager

STATE OF OREGON)
)
COUNTY OF Washington)

On this 7 day of November, 2016, before me, the undersigned, a Notary Public in and for the state of Oregon, duly commissioned and sworn, personally appeared Robert C. Hale, known to be the Operating Manager of Hale Farms, L.L.C., an Oregon limited liability company, that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of the company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Print Name: Melissa Dale Jaffee
NOTARY PUBLIC for the State of Oregon
My Commission Expires: 9-28-2020

(Signature and Acknowledgement to follow)

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GRANTOR:

H4 FARMS, INC.,
an Oregon corporation

By: [Signature]
Name: Robert C. Hale
Its: Secretary

STATE OF OREGON)
COUNTY OF Multnomah)

On this 7 day of November, 2016, before me, the undersigned, a Notary Public in and for the state of Oregon, duly commissioned and sworn, personally appeared Robert C. Hale, known to be the Secretary of H4 FARMS, INC., an Oregon corporation, that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of the company.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]
Print Name: Melissa Dale Jaffee
NOTARY PUBLIC for the State of Oregon
My Commission Expires: 9-29-2020



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EXHIBIT A

(Legal Description of the Property)

HALE FARMS, L.L.C., AN OREGON LIMITED LIABILITY COMPANY, AS GRANTOR OF PARCEL I, TRACTS 1 THROUGH 10, 12 THROUGH 29, 31 THROUGH 35, AND 38, AND H4 FARMS, INC., AN OREGON CORPORATION, AS GRANTOR OF PARCEL I, TRACTS 39 THROUGH 42, 45 AND ALL OF PARCEL II OF THE BELOW DESCRIBED PROPERTY.

PARCEL I (Umatilla County, Oregon):

TRACT 1

TOWNSHIP 2 NORTH, RANGE 27, E.W.M.

SECTION 1: ALL THAT PORTION OF THE EAST HALF WHICH LIES EASTERLY OF STATE HIGHWAY 207.

EXCEPTING THEREFROM THOSE TRACTS OF LANDS CONVEYED TO THE STATE OF OREGON BY DEEDS RECORDED IN BOOK 205, PAGE 138 AND BOOK 283, PAGE 589, DEED RECORDS.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND HIGHWAY RIGHTS-OF-WAYS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 2

TOWNSHIP 2 NORTH, RANGE 28, E.W.M.

SECTION 5: ALL.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 3

TOWNSHIP 2 NORTH, RANGE 28, E.W.M.

SECTION 6: ALL THAT PORTION OF THE NORTH HALF WHICH LIES EASTERLY OF STATE HIGHWAY 207.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND

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HIGHWAY RIGHTS-OF-WAYS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 4

TOWNSHIP 2 NORTH, RANGE 28, E.W.M.

SECTION 7: NORTHEAST QUARTER.

EXCEPTING THEREFROM THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF -WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 5

TOWNSHIP 2 NORTH, RANGE 28, E.W.M.

SECTION 8: EAST HALF OF THE NORTHWEST QUARTER.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 6

TOWNSHIP 2 NORTH, RANGE 28, E.W.M.

SECTION 8: WEST HALF OF THE NORTHWEST QUARTER.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 7

TOWNSHIP 2 NORTH, RANGE 28, E.W.M.

SECTION 8: NORTHEAST QUARTER.

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EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 8

TOWNSHIP 2 NORTH, RANGE 28, E.W.M.

SECTION 8: EAST HALF OF THE SOUTHWEST QUARTER.
SOUTHEAST QUARTER.

SECTION 17: EAST HALF OF THE NORTHWEST QUARTER.
SOUTHWEST QUARTER.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 9

TOWNSHIP 2 NORTH, RANGE 28, E.W.M.

SECTION 8: WEST HALF OF THE SOUTHWEST QUARTER.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 10

TOWNSHIP 2 NORTH, RANGE 28, E.W.M.

SECTION 17: WEST HALF OF THE NORTHWEST QUARTER.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 12

PARCEL 1, PARTITION PLAT NO. 2005-27 (INSTRUMENT NO. 2005-4900419, OFFICE OF UMATILLA COUNTY RECORDS) LOCATED IN THE SOUTH HALF OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 28, EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON;

EXCEPTING THEREFROM THAT TRACT OF LAND BEING DESCRIBED AS BEGINNING AT THE MOST NORTHWESTERLY CORNER OF PARCEL 2, SAID PARTITION PLAT NO. 2005-27; THENCE NORTH 25°12'28" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 207 (WHICH IS ALSO THE WEST LINE OF SAID PARCEL 1), A DISTANCE OF 520.26 FEET; THENCE SOUTH 64°47'32" EAST

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AND PERPENDICULAR TO THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY, A DISTANCE OF 300 FEET; THENCE SOUTH 05°25'26" EAST, A DISTANCE OF 611.12 FEET; THENCE SOUTH 25°12'28" WEST AND PARALLEL WITH THE WEST LINE OF SAID PARCEL 2, A DISTANCE OF 325 FEET; THENCE ALONG THE ARC OF A 1370 FOOT RADIUS CURVE LEFT (LONG CHORD BEARS SOUTH 81°22'32" WEST, 72.23 FEET) A DISTANCE OF 72.24 FEET TO A POINT ON THE EAST LINE OF PARCEL 3, SAID PARTITION PLAT NO. 2005-27; THENCE NORTH 25°12'28" EAST ALONG THE EAST LINE OF SAID PARCEL 3, A DISTANCE OF 103.68 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL 2; THENCE NORTH 25°12'28" EAST ALONG THE EAST LINE OF SAID PARCEL 2, A DISTANCE OF 197.82 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID PARCEL 2; THENCE NORTH 31°57'18" WEST ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 127.80 FEET TO AN ANGLE POINT; THENCE NORTH 64°47'32" WEST AND CONTINUING ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 444 FEET TO THE POINT OF BEGINNING.

TRACT 13

TOWNSHIP 3 NORTH, RANGE 28, E.W.M.

SECTION 32: SOUTH HALF.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 14

TOWNSHIP 3 NORTH, RANGE 29, E.W.M.

SECTION 1: ALL.

SECTION 2: EAST HALF.

SECTION 12: NORTHEAST QUARTER.

SECTION 12: ALL THAT PORTION OF THE SOUTHEAST QUARTER WHICH LIES NORTHERLY OF U.S. INTERSTATE 84.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE STATE HIGHWAY RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO THAT TRACT OF LAND CONVEYED TO THE STATE OF OREGON BY DEED RECORDED IN BOOK 293, PAGE 721, DEED RECORDS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

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TRACT 15

TOWNSHIP 3 NORTH, RANGE 29, E.W.M.

SECTION 11: ALL THAT PORTION WHICH LIES NORTHERLY OF U.S. INTERSTATE 84.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE HIGHWAY RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO THAT TRACT OF LAND CONVEYED TO THE STATE OF OREGON BY DEED RECORDED IN BOOK 130, PAGE 587, DEED RECORDS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 16

TOWNSHIP 3 NORTH, RANGE 29, E.W.M.

SECTION 11: ALL THAT PORTION OF THE SOUTH HALF WHICH LIES SOUTHERLY OF U. S, HIGHWAY NO, 30 AND INTERSTATE I-84.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE HIGHWAY RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO THAT TRACT OF LAND CONVEYED TO THE STATE OF OREGON BY DEED RECORDED IN BOOK 130, PAGE 587, DEED RECORDS.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 17

TOWNSHIP 3 NORTH, RANGE 29, E.W.M.

SECTION 9: ALL THAT PORTION OF THE NORTHEAST QUARTER WHICH LIES SOUTHERLY OF THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 30 AND INTERSTATE 84-N.

SECTION 10: ALL THAT PORTION WHICH LIES SOUTHERLY OF THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 30 AND INTERSTATE 84-N.

SECTION 15: NORTH HALF.

EXCEPTING THEREFROM THAT TRACT OF LAND BEING DESCRIBED AS

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BEGINNING AT A POINT WHICH LIES 1,320 FEET DISTANT SOUTHERLY AND 736.56 FEET DISTANT EASTERLY FROM THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 30° EAST, A DISTANCE OF 660 FEET; THENCE NORTH 61° EAST, A DISTANCE OF 264 FEET; THENCE SOUTH 47° EAST, A DISTANCE OF 531.30 FEET TO THE ECHO-PENDLETON COUNTY ROAD; THENCE SOUTH 55°30' WEST ALONG SAID COUNTY ROAD, A DISTANCE OF 586.08 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 462 FEET TO THE POINT OF BEGINNING.

TOWNSHIP 3 NORTH, RANGE 29, E.W.M.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND LOCATED IN THE NORTH HALF OF SAID SECTION 15 AND BEING DESCRIBED AS BEGINNING AT A POINT WHERE THE SECTION LINES BETWEEN SECTIONS 15 AND 16 INTERSECTS WITH THE SOUTH RIGHT- OF-WAY LINE OF THE COUNTY ROAD; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 343 FEET TO THE EASTERLY FENCE LINE OF THE TRACT; THENCE SOUTHERLY ALONG SAID EASTERLY FENCE LINE, A DISTANCE OF 371 FEET, MORE OR LESS, TO THE FENCE CORNER; THENCE WESTERLY ALONG THE SOUTHERLY FENCE LINE OF SAID TRACT, A DISTANCE OF 336 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE SECTION LINE BETWEEN SAID SECTIONS 15 AND 16; THENCE NORTHERLY, ALONG THE SECTION LINE BETWEEN SAID SECTIONS 15 AND 16, A DISTANCE OF 210 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15 WHICH LIES SOUTHERLY OF HIGHWAY NO. 320.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE WEST 280 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15 WHICH LIES SOUTHERLY OF HIGHWAY NO. 320.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND BEING DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTHERLY, A DISTANCE OF 1,320 FEET TO A POINT LOCATED ON THE EAST LINE OF SAID SECTION 15; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 2,360 FEET; THENCE NORTHERLY AND PARALLEL TO THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1,210 FEET TO A POINT LOCATED ON THE SOUTH SIDE OF HIGHWAY NO. 320; THENCE GENERALLY EASTERLY ALONG SAID HIGHWAY TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND BEING DESCRIBED AS BEGINNING AT A POINT WHICH LIES 310 FEET DISTANT NORTHERLY AND 2,467.5 FEET DISTANT EASTERLY FROM THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 67°43' EAST, A DISTANCE OF 679.70 FEET; THENCE SOUTHERLY, A

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DISTANCE OF 524.90 FEET TO A POINT LOCATED ON THE NORTH LINE OF COUNTY ROAD NO. 770; THENCE SOUTH 89° 45' WEST ALONG THE NORTH LINE OF SAID COUNTY ROAD, A DISTANCE OF 160 FEET; THENCE WESTERLY ALONG THE NORTH LINE OF SAID COUNTY ROAD, A DISTANCE OF 461.70 FEET; THENCE SOUTH 48°52' WEST ALONG THE NORTH LINE OF SAID COUNTY ROAD, A DISTANCE OF 61.50 FEET; THENCE NORTHERLY, A DISTANCE OF 467.30 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND CONVEYED TO BRAD E. WILLIAMS, ETUX, BY DEED RECORDED IN INSTRUMENT NO. 2005-4830487, OFFICE OF UMATILLA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND HIGHWAY RIGHTS-OF-WAYS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 18

TOWNSHIP 3 NORTH, RANGE 29, E.W.M.

SECTION 12: ALL THAT PORTION OF THE WEST HALF WHICH LIES NORTHERLY OF U.S. INTERSTATE 84.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE HIGHWAY RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO THAT TRACT OF LAND CONVEYED TO THE STATE OF OREGON BY DEED RECORDED IN BOOK 293, PAGE 721, DEED RECORDS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 19

TOWNSHIP 3 NORTH, RANGE 29, E.W.M.

SECTION 12: ALL THAT PORTION OF THE SOUTHWEST QUARTER WHICH LIES SOUTHERLY OF U.S. HIGHWAY NO. 30 AND INTERSTATE I-84.

EXCEPTING THEREFROM THAT TRACT OF LAND BEING DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 575 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 330 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 825 FEET; THENCE SOUTHERLY AND PARALLEL TO THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 330 FEET TO

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A POINT LOCATED ON THE SOUTH LINE OF SAID SECTION 12; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 12, A DISTANCE OF 825 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND HIGHWAY RIGHTS-OF-WAYS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 20

TOWNSHIP 3 NORTH, RANGE 29, E.W.M.

SECTION 13: NORTHWEST QUARTER.

EXCEPTING THEREFROM THAT TRACT OF LAND BEING DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 13; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 450 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 330 FEET; THENCE SOUTHWESTERLY TO A POINT WHICH MEASURES 200 FEET DISTANT EASTERLY FROM THE WEST LINE OF SAID SECTION 13 (WHEN MEASURED AT RIGHT ANGLES THERETO) AND 530 FEET DISTANT SOUTHERLY FROM THE NORTH LINE OF SAID SECTION 13 (WHEN MEASURED AT RIGHT ANGLES THERETO); THENCE WESTERLY, A DISTANCE OF 200 FEET TO THE WEST LINE OF SAID SECTION 13; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 13, A DISTANCE OF 530 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND HIGHWAY RIGHTS-OF-WAYS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 21

TOWNSHIP 3 NORTH, RANGE 29, E.W.M.

SECTION 14: NORTHEAST QUARTER.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND HIGHWAY RIGHTS-OF-WAYS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

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TOWNSHIP 3 NORTH, RANGE 29, E. W.M.

SECTION 14: WEST HALF.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND HIGHWAY RIGHTS-OF-WAYS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 23

TOWNSHIP 3 NORTH, RANGE 29, E. W.M.

SECTION 23: SOUTHEAST QUARTER.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 24

TOWNSHIP 3 NORTH, RANGE 29, E. W.M.

SECTION 9: ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 9 WHICH LIES EASTERLY OF THE OLD OREGON TRAIL HIGHWAY (AS THE SAME WAS LOCATED ON MARCH 5, 1949) AND NORTHERLY AND EASTERLY OF THE U.S.R.S. FEED CANAL AS DESCRIBED IN DEED RECORDED IN BOOK 78, PAGE 341, DEED RECORDS AND WESTERLY OF THAT TRACT OF LAND CONVEYED TO H.B. MCCORMICK, ETUX, RECORDED IN BOOK 123, PAGE 214, DEED RECORDS. EXCEPTING ALL THAT PORTION LYING WESTERLY OF RELOCATED COUNTY ROAD. ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE STATE HIGHWAY RIGHT-OF-WAY, INCLUDING BUT NOT LIMITED TO THAT TRACT OF LAND CONVEYED TO THE STATE OF OREGON, BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, BY DEED RECORDED IN INSTRUMENT NO. 2002-4210394, OFFICE OF UMATILLA COUNTY RECORDS.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 25

TOWNSHIP 3 NORTH, RANGE 29, E. W.M.

SECTION 9: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE WESTERLY, A DISTANCE OF 705 FEET TO A POINT LOCATED ON THE EAST RIGHT -OF -WAY LINE OF THE U.S.R.S. FEED

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CANAL; THENCE NORTH 15°50' EAST ALONG THE EAST RIGHT- OF-WAY LINE OF SAID 0 CANAL, A DISTANCE OF 96 FEET; THENCE NORTH 45° 25' EAST AND CONTINUING ALONG THE EAST RIGHT- OF-WAY LINE OF SAID CANAL, A DISTANCE OF 374 FEET; THENCE NORTH 62°20' WEST AND CONTINUING ALONG THE EAST RIGHT-OF -WAY LINE OF SAID CANAL, A DISTANCE OF 500 FEET; THENCE NORTH 02°50' WEST AND CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL, A DISTANCE OF 11 FEET TO THE EAST RIGHT-OF-WAY LINE OF THE COUNTY ROAD; THENCE NORTH 19° 50' EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 131 FEET; THENCE NORTH 05° 18' WEST AND CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 700 FEET; THENCE NORTH 04°28 ' WEST AND CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 200 FEET; THENCE NORTH 09°12' EAST AND CONTINUING ALONG THE EAST RIGHT- OF -WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 222 FEET; THENCE NORTH 28°22' EAST AND CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD, A DISTANCE OF 815 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 9; THENCE EASTERLY, A DISTANCE OF 3,102 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTHERLY, A DISTANCE OF 2,640 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE WESTERLY, A DISTANCE OF 2,640 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING A RIGHT-OF-WAY FOR THE FURNISH DITCH COMPANY, BEING A STRIP OF LAND 100 FEET IN WIDTH AND A STRIP OF LAND 50 FEET IN WIDTH DESCRIBED IN MICROFILM REEL 100, PAGE 1114, OFFICE OF UMATILLA COUNTY RECORDS.

TOWNSHIP 3 NORTH, RANGE 29, E.W.M.

SECTION 9: ALSO EXCEPTING THEREFROM THAT TRACT OF LAND BEING DESCRIBED AS BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 9; THENCE SOUTH 89° 35'33" WEST ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 287.08 FEET; THENCE NORTH 04°35'55" EAST, A DISTANCE OF 29.68 FEET TO A POINT LOCATED ON THE EXISTING FENCE; THENCE NORTH 89 17'07" EAST ALONG THE EXISTING FENCE, A DISTANCE OF 284.49 FEET; THENCE SOUTH 00°24'17" EAST AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 31. 09 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND BEING DESCRIBED AS BEGINNING AT A POINT LOCATED ON THE NORTH LINE OF SECTION 16, SAID TOWNSHIP 3 NORTH, RANGE 29, SAID POINT BEING NORTH 89°35'33" EAST, A DISTANCE OF 484.95 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 23°55' WEST, A DISTANCE OF 572.58 FEET; THENCE NORTH 33°38'02" EAST, A DISTANCE OF 6.19 FEET; THENCE NORTH 20°05'21 " EAST, A DISTANCE OF 102.56 FEET; THENCE NORTH 66°12' 10" EAST, A DISTANCE OF 60.36 FEET; THENCE NORTH 24°04'47" EAST, A DISTANCE OF 440.66 FEET; THENCE

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NORTH 26°46'52" WEST, A DISTANCE OF 40.47 FEET; THENCE SOUTH 89°17'07" WEST, A DISTANCE OF 38.20 FEET; THENCE SOUTH 00°24'17" EAST, A DISTANCE OF 33.69 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT TRACT OF LAND CONVEYED TO ECHO CEMETERY MAINTENANCE DISTRICT BY DEED RECORDED IN BOOK 343, PAGE 62, DEED RECORDS.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND HIGHWAY RIGHTS-OF-WAYS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 26

TOWNSHIP 3 NORTH, RANGE 29, E. W. M.

SECTION 15: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1,320 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 2,360 FEET, MORE OR LESS, TO A POINT WHICH LIES 280 FEET DISTANT EASTERLY FROM THE WEST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE NORTHERLY AND PARALLEL WITH THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1,210 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD NO. 770; THENCE EASTERLY ALONG THE SOUTH LINE OF THE SAID COUNTY ROAD TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND HIGHWAY RIGHTS-OF-WAYS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 27

TOWNSHIP 3 NORTH, RANGE 29, E. W. M.

SECTION 15: SOUTHEAST QUARTER.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

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TOWNSHIP 3 NORTH, RANGE 29, E. W. M.

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SECTION 15: ALL THAT PORTION OF THE SOUTHWEST QUARTER BEING DESCRIBED AS BEGINNING AT A POINT LOCATED ON THE SOUTH LINE OF SAID SECTION 15, SAID POINT BEING LOCATED 420 FEET DISTANT EASTERLY FROM THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 03°30' WEST, A DISTANCE OF 490 FEET; THENCE NORTH 00°30' EAST, A DISTANCE OF 700 FEET; THENCE NORTH 23°45' EAST, A DISTANCE OF 550 FEET; THENCE NORTH 18°15' EAST, A DISTANCE OF 50 FEET; THENCE NORTH 13°45' WEST, A DISTANCE OF 150 FEET; THENCE NORTH 48°30' WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 12°00' WEST, A DISTANCE OF 115 FEET; THENCE NORTH 30°30' WEST, A DISTANCE OF 200 FEET; THENCE NORTH 03°00' WEST, A DISTANCE OF 100 FEET; THENCE NORTHERLY, A DISTANCE OF 306.70 FEET TO A POINT LOCATED ON THE EAST-WEST CENTERLINE OF SAID SECTION 15, SAID POINT BEING LOCATED 360.07 FEET DISTANT EASTERLY FROM THE QUARTER SECTION CORNER ON THE WEST LINE OF SAID SECTION 15; THENCE EASTERLY ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 15 TO THE CENTER OF SAID SECTION 15; THENCE SOUTHERLY ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 15 TO THE QUARTER SECTION CORNER ON THE SOUTH LINE OF SAID SECTION 15; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 15 TO THE POINT OF BEGINNING.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 29

TOWNSHIP 3 NORTH, RANGE 30, E.W.M.

SECTION 1: WEST HALF.

EXCEPTING THEREFROM THAT TRACT OF LAND BEING DESCRIBED AS COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH 00°56'32" EAST ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 1,703.56 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 09°11'11" EAST, A DISTANCE OF 143.77 FEET; THENCE ALONG A 1375.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD OF WHICH BEARS SOUTH 46°32'27" EAST, 1,218.84 FEET) A DISTANCE OF 1,262.75 FEET; THENCE SOUTH 02°07'17" EAST, A DISTANCE OF 56.78 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE SOUTH 87°59'29" WEST ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 892.75 FEET; THENCE NORTH 00°56'32" WEST ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE OF 1,068.46 FEET TO THE POINT OF BEGINNING.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

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TOWNSHIP 3 NORTH, RANGE 30, E.W.M.

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SECTION 2: EAST HALF.

EXCEPTING THEREFROM THAT TRACT OF LAND BEING DESCRIBED AS BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE SOUTH 00°56'32" EAST ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 2,772.02 FEET; THENCE SOUTH 89°48'25" WEST ALONG THE SOUTH LINE OF SAID SECTION 2, A DISTANCE OF 1,183 FEET; THENCE NORTH 00 09'34" WEST, A DISTANCE OF 86.60 FEET; THENCE ALONG A 1320.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD OF WHICH BEARS NORTH 45°32'56" EAST, 858.61 FEET) A DISTANCE OF 874.51 FEET; THENCE NORTH 17°37'35" EAST, A DISTANCE OF 292.89 FEET; THENCE NORTH 00°07'19" WEST, A DISTANCE OF 817.25 FEET; THENCE SOUTH 79°29'40" WEST, A DISTANCE OF 35.41 FEET; THENCE NORTH 01°16'04" WEST, A DISTANCE OF 718.72 FEET; THENCE SOUTH 89°31'37" WEST, A DISTANCE OF 646. 02 FEET; THENCE NORTH 13°19'43" WEST, A DISTANCE OF 786.74 FEET; THENCE ALONG A 1230.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD OF WHICH BEARS NORTH 59°34'48" EAST, 1,402. 96 FEET) A DISTANCE OF 1,492.93 FEET; THENCE NORTH 89°07'45" EAST, A DISTANCE OF 86.47 FEET TO THE EAST LINE OF SAID SECTION 2; THENCE SOUTH 00°56'27" EAST ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1,192.78 FEET TO THE POINT OF BEGINNING.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

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

SECTION 35: ALL THAT PORTION OF THE SOUTH HALF WHICH LIES SOUTHERLY OF THE SOUTH RIGHT-OF-WAY LINE OF STAGE GULCH ROAD.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT- OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 32

TOWNSHIP 3 NORTH, RANGE 30, E.W.M.

SECTION 2: ALL THAT PORTION OF THE WEST HALF WHICH LIES SOUTHERLY OF THE SOUTH RIGHT-OF-WAY LINE OF STAGE GULCH ROAD.

SECTION 3: SOUTH HALF.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

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TRACT 33

TOWNSHIP 3 NORTH, RANGE 30, E.W.M.

SECTION 3: NORTHWEST QUARTER.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 34

TOWNSHIP 3 NORTH, RANGE 30, E.W.M.

SECTION 6: WEST HALF.

SECTION 7: ALL THAT PORTION OF THE WEST HALF WHICH LIES NORTHERLY OF U.S. INTERSTATE 84.

EXCEPTING THEREFROM THAT TRACT OF LAND LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 7 AND BEING DESCRIBED AS BEGINNING AT THE INTERSECTION OF WHITMORE ROAD AND COUNTY ROAD NO. 678; THENCE NORTHERLY ALONG THE CENTERLINE OF SAID COUNTY ROAD NO. 678, A DISTANCE OF 1,369.30 FEET; THENCE WESTERLY AND PARALLEL WITH THE CENTERLINE OF SAID WHITMORE ROAD, A DISTANCE OF 1,270.50 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID COUNTY ROAD NO. 678, A DISTANCE OF 1,369.50 FEET TO A POINT WHICH LIES ON THE CENTERLINE OF SAID WHITMORE ROAD; THENCE EASTERLY ALONG THE CENTERLINE OF SAID WHITMORE ROAD, A DISTANCE OF 1,270.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD AND HIGHWAY RIGHTS-OF-WAYS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 35

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

SECTION 36: ALL.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE COUNTY ROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

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TRACT 38

PARCEL 3, PARTITION PLAT NO. 2004 - 24 (INSTRUMENT NO. 2004 - 4670161, OFFICE OF UMATILLA COUNTY RECORDS) LOCATED IN THE EAST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 27, EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 39

PARCEL 1, PARTITION PLAT NO. 2015- 14 (INSTRUMENT NO. 2015-6310049, OFFICE OF UMATILLA COUNTY RECORDS) LOCATED IN THE EAST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 27, EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 40

PARCEL 2, PARTITION PLAT NO. 2015- 14 (INSTRUMENT NO. 2015-6310049, OFFICE OF UMATILLA COUNTY RECORDS) LOCATED IN THE EAST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 27, EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 41

PARCEL 3, PARTITION PLAT NO. 2015-14 (INSTRUMENT NO. 2015- 6310049, OFFICE OF UMATILLA COUNTY RECORDS) LOCATED IN THE EAST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 27, EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 42

TOWNSHIP 4 NORTH, RANGE 27, E.W.M.

SECTION 25: A TRACT OF LAND BEING DESCRIBED AS BEGINNING AT A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL 3, PARTITION PLAT NO. 1998-03 (INSTRUMENT NO. 1998-3240382, OFFICE OF UMATILLA COUNTY RECORDS) THENCE NORTH 89°26'07" EAST ALONG THE SOUTH LINE OF SAID PARCEL 3, A DISTANCE OF 252.09 FEET; THENCE SOUTH 00 33'53" EAST ALONG THE WEST LINE OF THAT TRACT OF LAND CONVEYED TO EDGAR T. JOHNSON, BY DEED RECORDED IN BOOK 323, PAGE 251, DEED RECORDS, A DISTANCE OF 431.41 FEET; THENCE SOUTH 89°27'07" WEST, A DISTANCE OF 252 FEET TO A POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25; THENCE NORTH 00°36'02" WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25, A DISTANCE OF 431.41 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID PARCEL 3 AND THE POINT OF BEGINNING.

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ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

TRACT 45

TOWNSHIP 4 NORTH, RANGE 27 E.W.M.

SECTION 25:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SAID SECTION 25 AND BEING DESCRIBED AS COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE ALONG A 6,129.64 FEET RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 76°41'40" EAST, A DISTANCE OF 216.87 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 75°40'50" EAST, A DISTANCE OF 573.50 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 14°19'10" WEST, A DISTANCE OF 180 FEET; THENCE NORTH 75°40'50" EAST, A DISTANCE OF 325 FEET; THENCE SOUTH 14°19'10" EAST, A DISTANCE OF 180 FEET TO A POINT LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE SOUTH 75°40'50" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 325 FEET TO THE POINT OF BEGINNING.

SECTION 25:

TOGETHER WITH AN EASEMENT, 20 FEET IN WIDTH, FOR ROADWAY, ACCESS, INGRESS, EGRESS AND UTILITIES CONTAINED IN MICROFILM REEL 129, PAGE 2159, OFFICE OF UMATILLA COUNTY RECORDS AND THE EAST LINE OF THE SAID EASEMENT IS BEING DESCRIBED AS COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD AND THE NORTH-SOUTH CENTERLINE OF SAID SECTION 25; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE, ALONG A 6,129.64 FOOT RADIUS CURVE TO THE LEFT, THE CHORD OF WHICH BEARS NORTH 76°41'40" EAST, A DISTANCE OF 216.87 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 75°40'50" EAST, A DISTANCE OF 609.18 FEET; THENCE NORTH 00°04'40" EAST, A DISTANCE OF 185.84 FEET TO THE TRUE POINT OF BEGINNING OF THE SAID EAST LINE DESCRIPTION; THENCE NORTH 00°04'40" EAST, TO THE SOUTHERLY LINE OF THE COUNTY ROAD THAT RUNS DIAGONALLY THROUGH THE NORTHEAST QUARTER OF SAID SECTION 25 AND THE POINT OF TERMINUS FOR THE SAID EAST LINE DESCRIPTION.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE RAILROAD RIGHT-OF-WAY.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

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EASEMENT TRACTS:

TRACT 50

WATER DELIVERY AND WATER RIGHT PURCHASE AGREEMENT, TOGETHER WITH THE TERMS AND PROVISIONS CONTAINED THEREIN, DISCLOSED IN MEMORANDUM BETWEEN STAHL HUTTERIAN BRETHERN AND HALE FARMS, LLC, RECORDED SEPTEMBER 14, 2009 IN INSTRUMENT NO. 2009-5560371 AND AMENDED AUGUST 18, 2016 IN INSTRUMENT NO. 2016-6470333, OFFICE OF UMATILLA COUNTY RECORDS.

TRACT 51

EASEMENT FOR WATER CONVEYANCE, TOGETHER WITH THE TERMS AND PROVISIONS CONTAINED THEREIN, DISCLOSED IN AGREEMENT BETWEEN DITCHEN LAND COMPANY, LLC AND HALE FARMS, LLC RECORDED SEPTEMBER 14, 2009 IN INSTRUMENT NO. 2009-5560372 AND AMENDED MAY 31, 2012 IN INSTRUMENT NO. 2012-5920412, OFFICE OF UMATILLA COUNTY RECORDS.

TRACT 52

EASEMENT FOR IRRIGATION AND PIPELINE PURPOSES RESERVED IN DEED FROM HALE FARMS, L.L.C., RECORDED SEPTEMBER 30, 2016 IN INSTRUMENT NO. 2016-6490431, OFFICE OF THE UMATILLA COUNTY RECORDS.

ALL BEING EAST OF THE WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON.

PARCEL II (Morrow County, Oregon):

TRACT 1:

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 4 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF MORROW AND STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 01°06'02" EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 2682.67 FEET TO A POINT WHICH LIES 90.00 FEET SOUTH OF THE CENTERLINE OF THE OREGON-WASHINGTON RAILROAD & NAVIGATION CO. RAILROAD; THENCE SOUTH 72°10'06" EAST PARALLEL WITH SAID RAILROAD A DISTANCE OF 147.39 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF PATTERSON FERRY ROAD; AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 72°10'06" EAST A DISTANCE OF 420.00 FEET; THENCE SOUTH 17°49'54" WEST A DISTANCE OF 550.00 FEET; THENCE NORTH 72°10'06" WEST A DISTANCE OF 237.03 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY OF SAID PATTERSON

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FERRY ROAD; THENCE NORTH 02°39'54" WEST ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 155.31 FEET; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 00°11'51" EAST A DISTANCE OF 424.47 FEET TO THE TRUE POINT OF BEGINNING.

ALSO A 40 FOOT EASEMENT FOR INGRESS AND EGRESS AS RECORDED IN DOCUMENT RECORDED MARCH 12, 1998 AS MICROFILM NO. M-53612, MORROW COUNTY MICROFILM RECORDS, BETWEEN POTLATCH CORPORATION AND EASTERN OREGON FARMING COMPANY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 26 EAST OF THE WILLAMETTE MERIDIAN, MORROW COUNTY, OREGON; THENCE SOUTH 01°06'02" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 2682.67 FEET TO A POINT WHICH LIES 90.00 FEET SOUTH OF THE CENTERLINE OF THE OREGON-WASHINGTON RAILROAD & NAVIGATION CO. RAILROAD; THENCE SOUTH 72°10'06" EAST PARALLEL WITH SAID RAILROAD A DISTANCE OF 147.39 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF THE PATERSON FERRY ROAD AND HEREIN REFERRED TO AS POINT "A" AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 72°10'06" EAST A DISTANCE OF 910.00 FEET TO A POINT; THENCE NORTH 17°49'54" EAST A DISTANCE OF 40.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID RAILROAD; THENCE NORTH 72°10'06" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 922.72 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY SAID ROAD; THENCE SOUTH 00°11'51" WEST ALONG SAID EASTERLY RIGHT-OF-WAY A DISTANCE OF 41.97 FEET TO THE TRUE POINT OF BEGINNING.

TRACT 2:

PARCEL 2 OF PARTITION PLAT 2010-6, IN THE COUNTY OF MORROW AND STATE OF OREGON

TRACT 3:

PARCEL 2 OF PARTITION PLAT NO. 1996-1, IN THE COUNTY OF MORROW AND STATE OF OREGON, TOGETHER WITH A 20 FEET INGRESS-EGRESS EASEMENT AS SHOWN ON PARTITION PLAT 1996-1.

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EXHIBIT B

(Permitted Encumbrances – Umatilla County)

The following matters affect the Umatilla County Parcel:

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.

Persons or parties acquiring title to said lands should check with the appropriate Planning Department and Assessors Office to verify zoning or classification.

2. The premises herein described are within the boundaries of the Echo Irrigation District, and this property is therefore subject to all easements, levies and assessments thereof, including but not limited to the U.S.R.S Canal.
3. Water charges of the Echo Irrigation District, if any.
4. The premises herein described are within the boundaries of the Teel Irrigation District, and this property is therefore subject to all easements, levies and assessments thereof.
5. Water charges of the Teel Irrigation District, if any.
6. The premises herein described are within the boundaries of the Westland Irrigation District, and this property is therefore subject to all easements, levies and assessments thereof.
7. Water charges of the Westland Irrigation District, if any.
8. The premises herein described are within the boundaries of the Butter Creek Irrigation District, and this property is therefore subject to all easements, levies and assessments thereof.
9. Water charges of the Butter Creek Irrigation District, if any.
10. Lack of Access: We are unable to ascertain from the records if the premises herein described has a physical means of ingress and egress to and from a legally dedicated road or highway and for this reason such rights cannot be insured. (Affects Tracts 23 & 44)
11. The lands described herein consist of portions that are contiguous. Access to such lands may be through adjoining lands that have common ownership. Rights of access to the lands are limited to those County Roads which may abut or pass through the lands described herein and no representation is made that all lands and/or parts thereof have independent rights of access. (Affects Tracts 8, 9, 10, 25, 27, 28 and 42)

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12. Reservations, including the terms and provisions thereof, contained in Patent,

Recorded: January 14, 1897, Book 24, Page 235, Deed Records.

(Affects Tracts 1, 2, 8, 10, 14, 17, 24, 25, 28, 32 and 38 thru 42)

13. Coal and Iron Rights, including the terms and provisions thereof, contained in Deed,

Grantor: Northern Pacific Railroad Company

Recorded: December 21, 1897, Book 25, Page 309, Deed Records.

(Affects Tracts 2)

14. Reservation of coal and iron, including the terms and provisions thereof, contained in Deed,

Grantor: Northern Pacific Railway Company

Recorded: August 14, 1900, Book 33, Page 588, Deed Records.

(Affects Tracts 14, and 32)

15. Reservations of iron and coal, including the terms and provisions thereof, contained in Deed,

Grantor: Northern Pacific Railway Company

Recorded: March 2, 1901, Book 36, Page 133, Deed Records.

(Affects Tract 24, 25 and 28)

16. Coal and Iron Rights, including the terms and provisions thereof, contained in Deed,

Grantor: Northern Pacific Railroad Company

Recorded: February 10, 1905, Book 45, Page 406, Deed Records.

(Affects Tracts 8 and 10)

17. Reservations, including the terms and provisions thereof, contained in Deed,

Grantor: Northern Pacific Railway Company

Recorded: July 17, 1905, Book 48, Page 115, Deed Records.

(Affects Tracts 38 thru 42 and 45)

18. Easement, including the terms and provisions thereof,

Grantee: Hermiston Power and Light Company

Recorded: November 13, 1913, Book 85, Page 579, Deed Records.

(Affects Tracts 25)

19. Reservations of coal, iron, natural gas and oil, including the terms and provisions thereof,

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contained in Deed,

Grantor: Northern Pacific Railway Company
Recorded: December 19, 1917, Book 101, Page 302, Deed Records.
(Affects Tracts 17 and 26)

20. Reservations of iron, coal, natural gas and oil, including the terms and provisions thereof, contained in Deed,

Grantor: Northern Pacific Railway Company
Recorded: November 15, 1922, Book 118, Page 424, Deed Records.
(Affects Tract 23)

21. Easement, including the terms and provisions thereof,
Grantee: Pacific Telephone and Telegraph Company
Recorded: December 14, 1922, Book 118, Page 527, Deed Records.
(Affects Tracts 24 and 25)

22. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: April 14, 1938, Book 120, Page 514, Deed Records.
(Affects Tracts 1)

23. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: October 23, 1939, Book 120, Page 628a, Deed Records.
(Affects Tracts 14 and 34)

24. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: October 23, 1939, Book 120, Page 628b, Deed Records.
(Affects Tracts 15 and 18)

25. Easement, including the terms and provisions thereof,

Grantee: Pacific Telephone and Telephone Company
Recorded: June 29, 1939, Book 155, Page 503, Deed Records.
(Affects Tracts 24 and 25)

26. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: January 18, 1943, Book 160, Page 587, Deed Records.

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(all property owned by Umatilla County at time of conveyance)

27. Easement, including the terms and provisions thereof,

Grantee: Pacific Power and Light Company
Assignee: Telephone Utilities of Eastern Oregon Inc.
Recorded: July 18, 1945, Book 170, Page 364, Deed Records.
(Affects Tracts 17 and 26)

28. Easement, including the terms and provisions thereof,

Grantee: Pacific Power and Light Company
Assignee: Telephone Utilities of Eastern Oregon Inc.
Recorded: July 18, 1945, Book 170, Page 413, Deed Records.
(Affects Tracts 28)

29. Coal and other minerals rights, including the terms and provisions thereof, contained in Deed,

Grantor: State of Oregon, State Land Board
Recorded: October 23, 1944, Book 172, Page 50, Deed Records.
(Affects Tracts 1)

30. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: October 22, 1947, Book 185, Page 41, Deed Records.
(Affects Tracts 35)

31. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: September 6, 1949, Book 190, Page 140, Deed Records.
(Affects Tracts 38 thru 42 and 45)

32. Easement, including the terms and provisions thereof,

Grantee: United States of America, BPA
Recorded: June 14, 1951, Book 197, Page 326, Deed Records.
(Affects Tracts 17)

33. Easement, including the terms and provisions thereof,

Grantee: United States of America, BPA
Recorded: July 17, 1951, Book 197, Page 549, Deed Records.
(Affects Tracts 23)

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34. Easement, including the terms and provisions thereof,

Grantee: United States of America, BPA
Recorded: May 19, 1951, Book 197, Page 566, Deed Records.
(Affects Tract 22)

35. Easement, including the terms and provisions thereof,

Grantee: United States of America, BPA
Recorded: October 29, 1951, Book 200, Page 444, Deed Records.
(Affects Tracts 17, 26 and 27)

36. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: March 1, 1955, Book 223, Page 486, Deed Records.
(Affects Tract 12)

37. Easement, including the terms and provisions thereof,

Grantee: Pacific Northwest Gas Pipeline Corporation
Recorded: October 14, 1955, Book 229, Page 143, Deed Records and
Amended: February 17, 1981, Microfilm Reel 76, Page 1089, Office of Umatilla County
Records.
(Affects Tracts 35)

38. Easement, including the terms and provisions thereof,

Grantee: Pacific Telephone and Telegraph Company
Recorded: November 28, 1960, Book 261, Page 120, Deed Records.
(Affects Tracts 24 and 25)

39. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: September 25, 1961, Book 264, Page 726, Deed Records.
(Affects Tract 34)

40. Reservations of all oil and gas, including the terms and provisions thereof, contained in
Patent,

Recorded: December 12, 1961, Book 265, Page 712, Deed Records.
(Affects Tracts 5 thru 9)

41. Easement, including the terms and provisions thereof,

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Grantee: Umatilla Electric Cooperative Association
Recorded: April 26, 1963, Book 271, Page 483, Deed Records.
(Affects Tract 34)

42. Easement, including the terms and provisions thereof,

Grantee: State of Oregon, State Highway Commission
Recorded: August 7, 1967, Book 290, Page 231, Deed Records.
(Affects Tract 17)

43. Easement, including the terms and provisions thereof,

Grantee : State of Oregon, State Highway Commission
Recorded : August 7, 1967, Book 290, Page 234, Deed Records.
(Affects Tract 17)

44. Easement, including the terms and provisions thereof,

Grantee: State of Oregon, State Highway Commission
Recorded: August 7, 1967, Book 290, Page 237, Deed Records.
(Affects Tract 17)

45. Access Restrictions, including the terms and provisions thereof, contained in Judgment,

Plaintiff: State of Oregon, by and through its State Highway Commission
Filed: January 2, 1968, Case No. 9382 in the State Circuit Court for Umatilla County,
Oregon.
(Affects Tracts 18, 19, and 20)

46. Access Restrictions, including the terms and provisions thereof, contained in Judgment,

Plaintiff: State of Oregon, by and through its State Highway Commission
Filed: January 2, 1968, Case No. 9380 in the State Circuit Court for Umatilla County,
Oregon.
(Affects Tracts 14, 15 and 16)

47. Access Restrictions, including the terms and provisions thereof, contained in Deed,

Grantee: State of Oregon, State Highway Commission
Recorded: May 2, 1968, Book 293, Page 721, Deed Records.
(Affects Tracts 14)

48. Easement for ingress and egress purposes, including the terms and provisions thereof,

Grantee: Leonard A. Lorenzen, etux
Recorded: December 6, 1968, Book 297, Page 491, Deed Records.

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(Affects Tracts 31)

49. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: September 22, 1970, Book 309, Page 184, Deed Records.
(Affects Tracts 4, 5, 6, 8, 9 and 10)

50. Easement for buried water pipeline purposes, including the terms and provisions thereof,

Grantor: Larry D. Hanson
Grantee: Larry D. Hanson, etux
Recorded : April 12, 1973, Book 327, Page 559, Deed Records.
(Affects Tracts 4, 5, 6, 8, 9 and 10)

51. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: June 25, 1975, Book 347, Page 486, Deed Records.
(Affects Tracts 15 and 18)

52. Easement for pipeline purposes, including the terms and provisions thereof,

Grantee: Ivan J. Cook, etux
Recorded: December 11, 1975, Book 353, Page 46, Deed Records.
(Affects Tract 16)

53. Easement for pipeline purposes, including the terms and provisions thereof,

Grantee: Ivan J. Cook, etux
Recorded: December 11, 1975, Book 353, Page 48, Deed Records.
(Affects Tract 21)

54. Easement for pipeline purposes, including the terms and provisions thereof,

Grantee: Leo Vernon Cook, etux
Recorded: August 3, 1976, Microfilm Reel 8, Page 184, Office of Umatilla County
Records.
(Affects Tract 16)

55. Easement for pipeline purposes, including the terms and provisions thereof,

Grantee: Leo Vernon Cook, etux
Recorded: August 3, 1976, Microfilm Reel 8, Page 186, Office of Umatilla County
Records.
(Affects Tract 19)

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56. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: March 23, 1977, Microfilm Reel 16, Page 1230, Office of Umatilla County
Records.
(Affects Tract 14)

57. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: May 11, 1978, Microfilm Reel 33, Page 1176, Office of Umatilla County
Records.
(Affects Tract 21)

58. Easement, including the terms and provisions thereof,

Grantee: Pacific Northwest Bell Telephone Company
Assignee: Telephone Utilities of Eastern Oregon Inc.
Recorded: July 12, 1978, Microfilm Reel 36, Page 1367, Office of Umatilla County
Records.
(Affects Tracts 20, 21 and 22)

59. Easement, including the terms and provisions thereof,

Grantee: Pacific Northwest Bell Telephone Company
Assignee: Telephone Utilities of Eastern Oregon Inc.
Recorded: July 12, 1978, Microfilm Reel 36, Page 1369, Office of Umatilla County
Records.
(Affects Tract 17)

60. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: March 26, 1979, Microfilm Reel 47, Page 1017, Office of Umatilla County
Records.
(Affects Tract 22)

61. Easement, including the terms and provisions thereof,

Grantee: Pacific Power and Light Company
Recorded: April 24, 1981, Microfilm Reel 79, Page 189, Office of Umatilla County
Records.
(Affects Tracts 17)

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62. Irrevocable Consent Agreement, including the terms and provisions thereof,

First Party: Umatilla County
Second Party: Roger S. Bounds
Recorded: July 13, 1984, Microfilm Reel 115, Page 805, Office of Umatilla County
Records.
(Affects Tracts 38 thru 41)

63. Easement, including the terms and provisions thereof, contained in Deed,

Grantor: Roger S. Bounds
Grantee: Mt. Tahoma Leasing Company
Recorded: July 20, 1984, Microfilm Reel 115, Page 1198, Office of Umatilla County
Records.
(Affects Tracts 39 thru 41)

64. Reciprocal Easement for ingress, egress and utility purposes, including the terms and provisions thereof,

First Party: Roger S. Bounds
Second Party: Mt. Tahoma Leasing Co.
Recorded: August 2, 1984, Microfilm Reel 116, Page 391, Office of Umatilla County
Records.
(Affects Tracts 38 thru 41)

65. Easement for ingress and egress purposes, including the terms and provisions thereof, reserved in Deed,

Grantor: James Edward Liesegang
Recorded: July 9, 1987, Microfilm Reel 155, Page 1051, Office of Umatilla County
Records.
(Affects Tracts 26)

66. Easement, including the terms and provisions thereof,

Grantee: Pacific Northwest Bell Telephone Company
Recorded: August 3, 1981, Microfilm Reel 167, Page 901, Office of Umatilla County
Records.
(Affects Tracts 1 and 12)

67. Easement, including the terms and provisions thereof,

Grantee: Pacific Northwest Bell Telephone Company
Assignee: Telephone Utilities of Eastern Oregon Inc.
Recorded: November 21, 1988, Microfilm Reel 173, Page 467, Office of Umatilla
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(Affects Tract 26)

68. Easement for ingress and egress and utility purposes, including the terms and provisions thereof, reserved in Deed,

Grantor: Roger S. Bounds

Recorded: April 18, 1989, Microfilm Reel 178, Page 893, Office of Umatilla County Records.

(Affects Tracts 38 thru 41)

69. Covenant Not To Sell Separately, including the terms and provisions thereof,

First Party: Roger S. Bounds

Second Party: Umatilla County

Recorded: Recorded April 21, 1995, Microfilm Reel 269, Page 1577, Office of Umatilla County Records.

(Affects Tracts 38 thru 42)

70. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association

Recorded: March 30, 1996, Microfilm Reel 290, Page 1629, Office of Umatilla County Records.

(Affects Tracts 15 and 18)

71. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association

Recorded: July 2, 1996, Microfilm Reel 293, Page 44 and

Re-recorded: August 6, 1996, Microfilm Reel 295, Page 8, Office of Umatilla County Records.

(Affects Tract 1)

72. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association

Recorded: November 24, 1997, Microfilm Reel 319, Page 755, Office of Umatilla County Records.

(Affects Tract 14)

73. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association

Recorded: March 1, 1999, Instrument No. 1999-3460288, Office of Umatilla County Records.

(Affects Tract 16)

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74. Easement for pipeline purposes, including the terms and provisions thereof,

Grantee: Umatilla Generating Company, L.P.
Recorded: September 20, 2001, Instrument No. 2001-3970336, Office of Umatilla
County Records.
(Affects Tracts 38 thru 41)

75. Easement for pipeline purposes, including the terms and provisions thereof,

Grantee: Umatilla Generating Company, L.P.
Recorded: September 20, 2001, Instrument No. 2001-3970337, Office of Umatilla
County Records.
(Affects Tract 42)

76. Easement for pipeline purposes, including the terms and provisions thereof,

Grantee: State of Oregon, by and through its Department of Transportation
Recorded: October 7, 2002, Instrument No. 2002-4210394, Office of Umatilla County
Records.
(Affects Tracts 24 and 25)

77. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative Association
Recorded: November 29, 2002, Instrument No. 2002-4250342, Office of Umatilla
County Records.
(Affects Tracts 15)

78. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative
Recorded: April 26, 2004, Instrument No. 2004-4610133, Office of Umatilla County
Records.
(Affects Tract 31)

79. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative
Recorded: August 30, 2004, Instrument No. 2004-4680415, Office of Umatilla County
Records.
(Affects Tract 31)

80. Easements as shown on Partition Plat No. 2005-07,

Recorded: March 22, 2005, Instrument No. 2005-4790065, Office of Umatilla County

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(Affects Tracts 39 thru 41)

81. Covenant Not To Sue, including the terms and provisions thereof,

First Party: Robert L. Hale and Jane Adell Hale
Second Party: Umatilla County
Recorded: October 14, 2005, Instrument No. 2005-490040, Office of Umatilla County
Records.
(Affects Tract 12)

82. Road Easement and Covenants, including the terms and provisions thereof, contained
under Agreement,

Grantor: Robert L. Hale and Jane Adell Hale
Recorded: January 19, 2006, Instrument No. 2006-4950006 and
Re-recorded: January 31, 2006, Instrument No. 2006-4950470, Office of Umatilla
County Records.
(Affects Tract 12)

83. Well and Well Pipeline Easements and Covenants, including the terms and Provisions
thereof, contained under Agreement,

Grantor: Robert L. Hale and Jane Adell Hale
Recorded: January 19, 2006, Instrument No. 2006-4950007 and
Re-recorded: January 31, 2006, Instrument No. 2006-4950471, Office of Umatilla
County Records.
(Affects Tract 12)

84. Road Use and Improvement Agreement, including the terms and provisions thereof,

First Party: Roger Bounds, et al
Second Party: Hale Farms, LLC, et al
Recorded: September 19, 2006, Instrument No. 2006-5070743, Office of Umatilla
County Records.
(Affects Tracts 38 thru 41)

85. Water Delivery and Water Right Purchase Agreement, including the terms and provisions
thereof, disclosed in Memorandum,

First Party: Stahl Hutterian Brethren
Second Party: Hale Farms, LLC
Recorded: September 14, 2009, Instrument No. 2009-5560371, Office of Umatilla
County Records.
(Affects Tracts 14 thru 28, and 34)

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86. The failure of the Insured to comply with the terms, conditions and provisions thereof contained in the Easement for Water Conveyance,

Grantee: Hale Farms, LLC
Recorded: September 14, 2009, Instrument No . 2009-5560372 and
Amended: May 31, 2012, Instrument No. 2012-5920412, Office of Umatilla County
Records.
(Affects Insured Tract 51)

87. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative
Recorded: August 23, 2010, Instrument No. 2010-5690597, Office of Umatilla County
Records.
(Affects Tracts 39 thru 41)

88. Water Development, Delivery and Water Right Purchase Agreement, including the terms and provisions thereof, disclosed by Memorandum,

First Party: Kent Madison, et al
Second Party: Hale Farms, LLC
Recorded: October 19, 2011, Instrument No. 2011-5830759, Office of Umatilla
County Records.
(Affects Tracts 1 thru 10, 12 and 13)

89. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative
Recorded: July 27, 2012, Instrument No. 2012-5940332, Office of Umatilla County
Records.
(Affects Tract 15)

90. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative
Recorded: July 27, 2012, Instrument No. 2012-5940334, Office of Umatilla County
Records.
(Affects Tracts 39 thru 41)

91. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative
Recorded: September 2, 2014, Instrument No . 2014-6200376, Office of Umatilla County
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(Affects Tracts 39 thru 41)

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92. Easement for ingress, egress and utility purposes, including the terms and provisions thereof,

First Party: Hale Farms, LLC
Second Party: H4 Farms, Inc.
Recorded: June 15, 2015, Instrument No. 2015-6300692, Office of Umatilla County Records.
(Affects Tracts 38 thru 41)

93. Easements as shown on Partition Plat No. 2015-14,

Recorded: June 23, 2015, Instrument No. 2015-6310049, Office of Umatilla County Records.
(Affects Tracts 39 thru 41)

94. Irrevocable Consent Agreement, including the terms and provisions thereof,

First Party: H4 Farms, Inc.
Second Party: Umatilla County
Recorded: June 23, 2015, Instrument No. 2015-6310050, Office of Umatilla County Records.
(Affects Tracts 39 thru 41)

95. Irrevocable Consent Agreement, including the terms and provisions thereof,

First Party: H4 Farms, Inc.
Second Party: Umatilla County
Recorded: June 23, 2015, Instrument No. 2015-6310051, Office of Umatilla County Records.
(Affects Tracts 39 thru 41)

96. Irrevocable Consent Agreement, including the terms and provisions thereof,

First Party: H4 Farms, Inc.
Second Party: Umatilla County
Recorded: June 23, 2015, Instrument No. 2015-6310052, Office of Umatilla County Records.
(Affects Tracts 40 and 41)

97. Easement, including the terms and provisions thereof,

Grantee: Umatilla Electric Cooperative
Recorded: February 8, 2016, Instrument No. 2016-6390524, Office of Umatilla County Records
(Affects Tract 31)

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98. Easement for ingress and egress purposes, including the terms and provisions thereof,

Grantee: Hale Farms, L.L.C.

Recorded: May 2, 2016, Instrument No. 2016 - 6430016, Office of Umatilla County Records.

(Affects Tracts 29, 31 and 35)

99. Covenant Not to Sell Separately, including the terms and provisions thereof,

First Party: Hale Farms, L.L.C.

Second Party: Umatilla County

Recorded: June 1, 2016, Instrument No. 2016-6440108, Office of Umatilla County Records.

(Affects Tract 31)

100. Easement, including terms and provisions contained therein:

Recording Date: April 10, 1973

Recording Information: Book 327, page 539

In Favor of: Umatilla Electric Cooperative Association

For: Electric transmission or distribution system

Affects: (Tract 45)

101. The terms and provisions contained in the document entitled "Easement" recorded September 23, 1985 as Microfilm Reel 129, page 2159 of Official Records.

(Affects Tract 45)

102. The terms and provisions contained in the document entitled "Well Easement Agreement" recorded March 5, 2002 as Instrument No. 2002-4070524 of Official Records.

(Affects Tract 45)

103. The failure of the Insured to comply with the terms, conditions and provisions contained in the Easement for Irrigation and Pipeline purposes, as reserved in Deed

Grantor : Hale Farms, L.L.C.

Recorded : September 30, 2016, Instrument No. 2016-6490431, Office of Umatilla County Records.

(Affects Insured Tract 52)

104. Water Delivery Agreement, including the terms and provisions thereof, disclosed by Memorandum

First Party : Hale Farms, L.L.C.

Second Party : Todd D. Longgood

Recorded : September 30, 2016, Instrument No. 2016-6490432, Office of Umatilla

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EXHIBIT C

(Permitted Encumbrances – Morrow County)

The following matters affect the Morrow County Parcel:

Exceptions for Tract 1:

1. The assessment roll and the tax roll disclose that the within described premises were specially assessed as Farm Use Land. If the land has become disqualified for the special assessment under the statute, an additional tax, interest and penalties thereon may be levied for the years in which the land was subject to the special land use assessment.
2. Reservations and Right of Way, including the terms and provisions thereof, in favor of Oregon Railroad and Navigation Company, recorded February 23, 1911, in Book Y, Page 166, Morrow County Deed Records.
3. Easement for Erosion Control Fences, including the terms and provisions thereof, in favor of Oregon-Washington Railway and Navigation Company and its Lessee Union Pacific Railroad Company, recorded April 20, 1972, as Microfilm No. M-4656, Morrow County Microfilm Records.
4. Water Agreement, including the terms and provisions thereof, between Eastern Oregon Farming Company and Oscar E. Peterson et al., recorded June 26, 1975, as M-8246, Morrow County Microfilm Records.
5. Telephone Line Right of Way Easement, including the terms and provisions thereof, between Eastern Oregon Farming Company and Telephone Utilities of Eastern Oregon, Inc. d.b.a. PTI Communications, recorded May 16, 1994, as Microfilm No. M-42734, Morrow County Microfilm Records.
6. Easement for Water Well and Access, including the terms and provisions thereof, in favor of Eastern Oregon Farming Company, recorded January 11, 1996, as Microfilm No. M-47093, Morrow County Microfilm Records.
7. 40 Foot Easement for Ingress and Egress, including the terms and provisions thereof, as recorded in document recorded March 12, 1998 as Microfilm No. M-53612, Morrow County Microfilm Records, between Potlatch Corporation and Eastern Oregon Farming Company.
8. 10 Foot Water Line Easement, including the terms and provisions thereof, reserved in Deed from Eastern Oregon Farming Company to H4 Farms, recorded April 9, 1998, as Microfilm No. M-53965, Morrow County Microfilm Records.

Exceptions for Tract 2:

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9. Covenants, Conditions, Restrictions and Easements, including the terms and provisions thereof, as reserved in Deed from the United States of America, recorded December 13, 1963 in Book 70, page 91, Morrow County Deed Records.
10. Transmission Line Easement, including the terms and provisions thereof, in favor of the United States of America, recorded November 18, 1965, in Book 72, Page 521, Morrow County Deed Records.
11. Reservations and acknowledgement, including the terms and provisions thereof, as contained in Deed recorded February 15, 1991, as Microfilm No. M-36263, Morrow County Microfilm Records.
12. Non-exclusive easement for roadway purposes, including the terms and provisions thereof, recorded January 11, 2000, as Microfilm No. 2000-81, and rerecorded February 4, 2000, as Microfilm No. 2000-287, Morrow County Microfilm Records.
13. Utility Easements and Driveway as disclosed on Partition Plat 2010-6 recorded September 2, 2010, Morrow County Clerk Records. (Affects Tract 2)

Exceptions for Tract 3:

14. These premises are within the boundaries of the West Extension Irrigation District and are subject to the levies and assessments thereof.
15. Right of way for ditches, canals and reservoir site for irrigation purposes, including the terms and provisions thereof, as set forth in deed from the State Land Board to M.D. Clark, recorded March 11, 1908 in Book U, page 516, Morrow County Deed Records.
16. Easement, including terms and provisions contained therein:

Recording Information: April 20, 1972 as M-4656
 In Favor of: Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company
 For: Erosion control fences

17. Easement, including terms and provisions contained therein:

Recording Information: September 25, 1992 as Microfilm No. M-39127
 In Favor of: Umatilla County Electric Cooperative Association
 For: Electric transmission and distribution lines

18. The terms and provisions contained in the document entitled "Easement Agreement" recorded January 11, 1996 as Microfilm No. M-47092 of Official Records.

19. Easements for access purposes as shown on the recorded plat of PARTITION PLAT NO. 1996-1.

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State of Oregon
County of Umatilla



Instrument received
and recorded on
2/17/2017 04:00 PM

in the record of instrument
code type DE

Instrument number 2017-6540568
Fee \$94.00

Office of County Records

John Chanowitz

Records Officer

1059513 P9

AFTER RECORDING RETURN TO:

Kirton McConkie
Attn: Ryan T. Wallace
50 East South Temple
Salt Lake City, Utah 84111

UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO:

Farmland Reserve, Inc.
Attn: Rex Burgener
79 South Main Street, Suite 1000
Salt Lake City, Utah 84111

SPECIAL WARRANTY DEED

HALE FARMS, L.L.C., an Oregon limited liability company, with an address at 73120 Hwy 207, Echo, Oregon 97826 ("**Grantor**"), conveys and specially warrants to **FARMLAND RESERVE, INC.**, a Utah nonprofit corporation ("**Grantee**"), with an address at 79 S. Main Street, Suite 1000, Salt Lake City, Utah 84111, the real property described on Exhibit A attached hereto (the "**Property**"), free of liens and encumbrances created or suffered by Grantor, except as set forth on (i) Exhibit B.

The true consideration for this conveyance is \$5,165,000.

TOGETHER WITH (i) all buildings located on the Property, (ii) all roads, bridges and other improvements located on the Property, (iii) all water rights and other rights to the use of water owned by Grantor appurtenant to or used in connection with the Property, (iv) surface and subsurface rights of the Property owned by Grantor, including, without limitation, all appurtenant mineral, gas, oil, and geothermal rights, and (v) all other privileges, appurtenances, easements in respect thereof and other rights appertaining to the Property.

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

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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.

DATED effective as of February 17, 2017.

GRANTOR:

HALE FARMS, L.L.C.,
an Oregon limited liability company

By: [Signature]
Name: Robert C. Hale
Its: Operating Manager

STATE OF OREGON)
COUNTY OF umatilla)

On this 16 day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Robert C. Hale, known to be the Operating Manager of Hale Farms, L.L.C., an Oregon limited liability company, that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of the company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Print Name: Krista A. Price
NOTARY PUBLIC for the State of Oregon
My Commission Expires: May 14, 2018

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EXHIBIT A

(Legal Description of the Property)

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Tract 1

Township 3 North, Range 29, E.W.M.

Section 13: East Half.

Excepting therefrom any portion lying within the Highway right-of-way, including but not limited to that tract of land conveyed to the State of Oregon, by and through its State Highway Commission, by Deeds recorded in Book 289, Pages 159 and 160, Deed Records.

Excepting therefrom any portion lying within the County Road right-of-way.

All being East of the Willamette Meridian, Umatilla County, Oregon.

Tract 2

Township 3 North, Range 29, E.W.M.

Section 24: Southeast Quarter.

Excepting therefrom that portion of the Southeast Quarter of said Section 24 being described as beginning at the Northeast corner of the Southeast Quarter of said Section 24; thence South $89^{\circ}38'48''$ West along the North line of the Southeast Quarter of said Section 24, a distance of 750 feet; thence South $00^{\circ}20'59''$ East, a distance of 101.46 feet; thence along the arc of a 1344.00 foot radius curve to the right (long chord bears South $44^{\circ}53'26''$ East, 951.62 feet) a distance of 972.71 feet; thence North $89^{\circ}48'36''$ East, a distance of 80.35 feet to a point on the East line of the Southeast Quarter of said Section 24; thence North $00^{\circ}11'24''$ West along the East line of the Southeast Quarter of said Section 24, a distance of 780 feet to the point of beginning.

Section 24: Northeast Quarter.

Excepting therefrom that portion of the Northeast Quarter of said Section 24 being described as beginning at the Southeast corner of the Northeast Quarter of said Section 24; thence North $00^{\circ}11'27''$ West along the East line of the Northeast Quarter of said Section 24, a distance of 750 feet; thence South $89^{\circ}48'33''$ West, a distance of 121.38 feet; thence along the arc of a 1339.26 foot radius curve to the right (long chord bears South $44^{\circ}52'21''$ West, 888.51 feet) a distance of 905.67 feet; thence South $00^{\circ}20'59''$ East, a distance of 124.55 feet to a point on the South line of the Northeast Quarter of said Section 24; thence North $89^{\circ}38'48''$ East along the South line of the Northeast Quarter of said Section 24, a distance of 750 feet to the point of beginning.

All being East of the Willamette Meridian, Umatilla County, Oregon.

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Tract 3

Township 3 North, Range 30, E.W.M.

Section 19: Northwest Quarter.

Excepting therefrom that portion of the Northwest Quarter of said Section 19 being described as beginning at the Southwest corner of the Northwest Quarter of said Section 19; thence North $00^{\circ}11'27''$ West along the West line of the Northwest Quarter of said Section 19, a distance of 750 feet; thence North $89^{\circ}48'33''$ East, a distance of 144.95 feet; thence along the arc of a 1358.63 foot radius curve to the left (long chord bears South $43^{\circ}48'11''$ East, 876.69 feet) a distance of 892.66 feet; thence South $00^{\circ}21'29''$ East, a distance of 113.07 feet to a point on the South line of the Northwest Quarter of said Section 19; thence South $89^{\circ}38'31''$ West along the South line of the Northwest Quarter of said Section 19, a distance of 750 feet to the point of beginning.

All being East of the Willamette Meridian, Umatilla County, Oregon.

Tract 4

Township 3 North, Range 30, E.W.M.

Section 19: Southwest Quarter.

Excepting therefrom that portion of the Southwest Quarter of said Section 19 being described as beginning at the Northwest corner of the Southwest Quarter of said Section 19; thence North $89^{\circ}38'31''$ East along the North line of the Southwest Quarter of said Section 19, a distance of 750 feet; thence South $00^{\circ}21'29''$ East, a distance of 120 feet; thence along the arc of a 1346.49 foot radius curve to the left (long chord bears South $44^{\circ}56'01''$ West, 938.52 feet) a distance of 958.64 feet; thence South $89^{\circ}48'36''$ West, a distance of 85.28 feet to a point on the West line of the Southwest Quarter of said Section 19; thence North $00^{\circ}11'24''$ West along the West line of the Southwest Quarter of said Section 19, a distance of 780 feet to the point of beginning.

All being East of the Willamette Meridian, Umatilla County, Oregon.

Tract 5

Township 3 North, Range 29, E.W.M.

Section 23: Northeast Quarter.

All being East of the Willamette Meridian, Umatilla County, Oregon.

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EXHIBIT B

(Permitted Encumbrances)

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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.

Persons or parties acquiring title to said lands should check with the appropriate Planning Department and Assessors Office to verify zoning or classification.

2. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
3. The premises herein described are within the boundaries of the Echo Irrigation District, and this property is therefore subject to all easements, levies and assessments thereof, including but not limited to the U.S.R.S Canal.
4. LACK OF ACCESS: We are unable to ascertain from the records if the premises herein described has a physical means of ingress and egress to and from a legally dedicated road or highway and for this reason such rights cannot be insured. (Tract 5)
5. Reservations, including the terms and provisions thereof, contained in Patent,
Recorded: January 14, 1897, Book 24, Page 235, Deed Records.
(Tract 1)
6. Reservation of coal and iron, including the terms and provisions thereof, contained in Deed,
Grantor Northern Pacific Railway Company
Recorded: August 14, 1900, Book 33, Page 588, Deed Records.
(Tracts 1 & 4)
7. Easement, including the terms and provisions thereof,
Grantee Umatilla Electric Cooperative Association
Recorded January 18, 1943, Book 160, Page 587, Deed Records.
(All property owned by Umatilla County at time of conveyance)
8. Easement, including the terms and provisions thereof,
Grantee United States of America, BPA
Recorded: June 13, 1951, Book 197, Page 318, Deed Records.
(Tract 5)
9. Easement for road purposes, including the terms and provisions thereof, contained in Deed,
Grantor Jack Ramos, et ux
Recorded: July 20, 1956, Book 235, Page 696, Deed Records.
(Tract 1)

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10. Easement for road purposes, including the terms and provisions thereof,
 Grantee: Kenneth Coppinger, etux
 Recorded: July 20, 1956, Book 235, Page 698, Deed Records.
 (Tract 1)
11. Access Restrictions, including the terms and provisions thereof,
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 Grantee State of Oregon, through its State Highway Commission
 Recorded May 11, 1967, Book 289, Page 159 and
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 (Tract 1)
12. Easement, including the terms and provisions thereof,
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 Recorded: January 27, 1977, Microfilm Reel 14, Page 1201, Office
 of Umatilla County Records. (Tract 1)
13. Easement, including the terms and provisions thereof,
 Grantee Umatilla Electric Cooperative Association
 Recorded: March 7, 1977, Microfilm Reel 15, Page 1912, Office
 of
 Umatilla County Records. (Tract 5)
14. Easement, including the terms and provisions thereof,
 Grantee Pacific Northwest Bell Telephone Company
 Recorded: May 4, 1978, Microfilm Reel 33, Page 555, Office of
 Umatilla County Records. (Tract 1)
15. Water Delivery and Water Right Purchase Agreement, including the
 terms and provisions thereof, disclosed in Memorandum,
 First Party Stahl Hutterian Brethren
 Second Party Hale Farms, LLC
 Recorded September 14, 2009, Instrument No. 2009-5560371 and
 Amended August 18, 2016, Instrument No. 2016-6470333, Office
 of Umatilla County Records. (Tracts 1, 2, 3, 4 & 5)
16. Terms and provisions contained under Easement for Water
 Conveyance purposes, contained in Agreement,
 Grantee Hale Farms, LLC
 Recorded September 14, 2009, Instrument No. 2009-5560372 and
 Amended May 31, 2012, Instrument No. 2012-5920412, Office of
 Umatilla County Records. (undisclosed location)
17. Easement the terms for access purposes (including maintenance
 Agreement), including and provisions thereof,
 Grantor: JJG Farms, LLC, etal
 Grantee: Connie Lynn Caplinger
 Recorded: October 21, 2016, Instrument No. 2016-6500175, Office
 of Umatilla County Records. (Tracts 1, 2, 3 & 4)

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18. Terms and provisions contained under Water Right Conveyance Agreement, contained in Deed
Grantor JJG Farms, LLC, etal
Grantee Hale Farms LLC
Recorded October 27, 2016, Instrument No. 2016-6500386, Office of Umatilla County Records (Tracts 2, 3 & 4)

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Page 3 of Exceptions

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AFTER RECORDING RETURN TO:

Kirton McConkie
Attn: Ryan T. Wallace
50 East South Temple
Salt Lake City, Utah 84111

UNTIL A CHANGE IS REQUESTED,
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SENT TO:

Farmland Reserve, Inc.
Attn: Rex Burgener
79 South Main Street, Suite 1000
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SPECIAL WARRANTY DEED

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The true consideration for this conveyance is \$5,165,000.

TOGETHER WITH (i) all buildings located on the Property, (ii) all roads, bridges and other improvements located on the Property, (iii) all water rights and other rights to the use of water owned by Grantor appurtenant to or used in connection with the Property, (iv) surface and subsurface rights of the Property owned by Grantor, including, without limitation, all appurtenant mineral, gas, oil, and geothermal rights, and (v) all other privileges, appurtenances, easements in respect thereof and other rights appertaining to the Property.

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

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DATED effective as of February 17, 2017.

GRANTOR:

HALE FARMS, L.L.C.,
an Oregon limited liability company

By: [Signature]
Name: Robert C. Hale
Its: Operating Manager

STATE OF OREGON)
)
COUNTY OF umatilla)

On this 16 day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Robert C. Hale, known to be the Operating Manager of Hale Farms, L.L.C., an Oregon limited liability company, that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument on behalf of the company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]
Print Name: Krista A. Price
NOTARY PUBLIC for the State of Oregon
My Commission Expires: may 14, 2018

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EXHIBIT A

(Legal Description of the Property)

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Tract 1

Township 3 North, Range 29, E.W.M.

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Excepting therefrom any portion lying within the County Road right-of-way.

All being East of the Willamette Meridian, Umatilla County, Oregon.

Tract 2

Township 3 North, Range 29, E.W.M.

Section 24: Southeast Quarter.

Excepting therefrom that portion of the Southeast Quarter of said Section 24 being described as beginning at the Northeast corner of the Southeast Quarter of said Section 24; thence South $89^{\circ}38'48''$ West along the North line of the Southeast Quarter of said Section 24, a distance of 750 feet; thence South $00^{\circ}20'59''$ East, a distance of 101.46 feet; thence along the arc of a 1344.00 foot radius curve to the right (long chord bears South $44^{\circ}53'26''$ East, 951.62 feet) a distance of 972.71 feet; thence North $89^{\circ}48'36''$ East, a distance of 80.35 feet to a point on the East line of the Southeast Quarter of said Section 24; thence North $00^{\circ}11'24''$ West along the East line of the Southeast Quarter of said Section 24, a distance of 780 feet to the point of beginning.

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Tract 3

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Tract 5

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EXHIBIT B

(Permitted Encumbrances)

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 Grantee: Connie Lynn Caplinger
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MCTC 10109 / Pioneer 96703

State of Oregon
County of Umatilla



Instrument received
and recorded on
8/1/2017 03:42 PM

in the record of instrument
code type DE

Instrument number 2017-6610114
Fee \$71.00

Office of County Records

John Chambers

Records Officer

1067720 P4

Until a change is requested all tax statements
should be sent to the Grantee at the following address:

AgReserves, Inc.
79 Main St., Ste. 1100
Salt Lake City, UT 84111

After Recording Please Return to:
MID-COLUMBIA TITLE COMPANY
P.O. BOX 290
BOARDMAN, OR 97818

STATUTORY SPECIAL WARRANTY DEED

LORENZEN RANCHES, INC., an Oregon Corporation, THELMA ECHANIS, who acquired title as, and was also known as THELMA PURCELL and THELMA PURCELL ECHANIS, BRUCE PURCELL, and KIM HINKLE who acquired title as KIM GENTNER, Grantors, hereby convey and specially warrant to AGRESERVES, INC., a Utah corporation, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein, situated in the County of Umatilla, and State of Oregon, more particularly described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO---

The true and actual consideration for this conveyance is \$469,080.00.

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.

Reviewed

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FEB 04 2026

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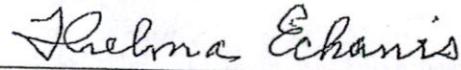
Received
JAN 20 2026

Dated: 7-28-17

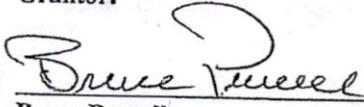
Grantor:
LORENZEN RANCHES, INC., an Oregon corporation

By: 
Lawrence L. Lorenzen, President

Grantor:


Thelma Echanis

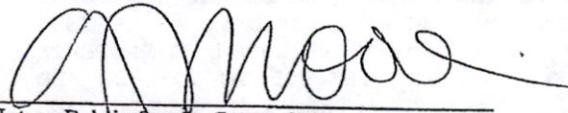
Grantor:

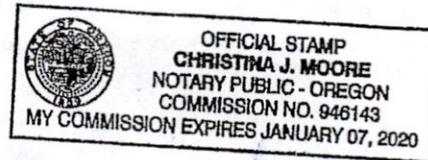

Bruce Purcell


Kim Hinkle

STATE OF OREGON
COUNTY OF Deschutes

This record was acknowledged before me on July 28, 2017 by Lawrence L. Lorenzen as President of LORENZEN RANCHES, INC., an Oregon corporation.


Notary Public for the State of Oregon
My Commission Expires: 1-7-20



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FEB 04 2026

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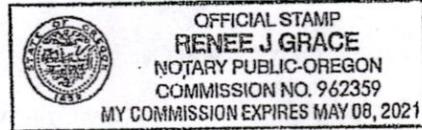
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JAN 20 2026

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STATE OF OREGON
COUNTY OF Umatilla

This record was acknowledged before me on July 31, 2017 by Thelma Echanis.

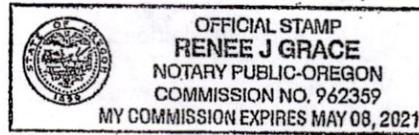
Renée J Grace
Notary Public for the State of Oregon
My Commission Expires: 5-8-2021



STATE OF OREGON
COUNTY OF Umatilla

This record was acknowledged before me on July 31, 2017 by Bruce Purcell.

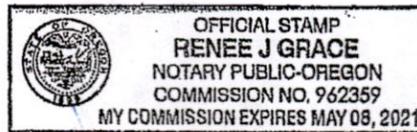
Renée J Grace
Notary Public for the State of Oregon
My Commission Expires: 5-8-2021



STATE OF OREGON
COUNTY OF Umatilla

This record was acknowledged before me on July 31, 2017 by Kim Hinkle.

Renée J Grace
Notary Public for the State of Oregon
My Commission Expires: 5-8-2021



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FEB 04 2026

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JAN 20 2026

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EXHIBIT "A"
Legal Description

Township 3 North, Range 30, E.W.M.

Section 14: Northeast Quarter.

Section 15: Northwest Quarter.

Excepting therefrom any portion lying within the County Road right-of-way.

All being East of the Willamette Meridian, Umatilla County, Oregon.

Subject to Permitted Exceptions:

1. 2017-2018 Umatilla County Taxes, a lien not yet due and payable.
2. As disclosed by the tax rolls, the premises herein described have been zoned or classified for special use. At any such time that said land is disqualified for such use, said property will be subject to additional taxes and interest.
3. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
4. Easement, including the terms and provisions thereof,
Grantee: Umatilla Electric Cooperative Association.
Recorded: October 23, 1939, Book 120, Page 636, Deed Records.
5. Existing Conservation Reserve Program (CRP) Government Contract, including the terms and provisions thereof, affecting the portion of said premises for the purposes stated therein

Received
FEB 04 2026
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JAN 20 2026
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MCTC 10109 / Pioneer 96703

Until a change is requested all tax statements should be sent to the Grantee at the following address:

AgReserves, Inc.
79 Main St., Ste. 1100
Salt Lake City, UT 84111

After Recording Please Return to:
MID-COLUMBIA TITLE COMPANY
P.O. BOX 290
BOARDMAN, OR 97818

STATUTORY SPECIAL WARRANTY DEED

LORENZEN RANCHES, INC., an Oregon Corporation, THELMA ECHANIS, who acquired title as, and was also known as THELMA PURCELL and THELMA PURCELL ECHANIS, BRUCE PURCELL, and KIM HINKLE who acquired title as KIM GENTNER, Grantors, hereby convey and specially warrant to AGRESERVES, INC., a Utah corporation, Grantee, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein, situated in the County of Umatilla, and State of Oregon, more particularly described as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO---

The true and actual consideration for this conveyance is \$469,080.00.

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.

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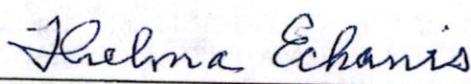
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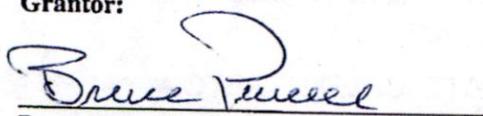
JAN 20 2026

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Dated: 7-28-17
Grantor:
LORENZEN RANCHES, INC., an Oregon corporation

By: 
Lawrence L. Lorenzen, President

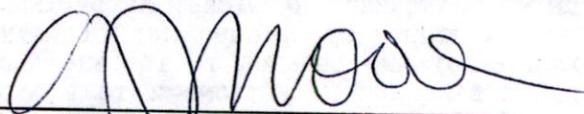
Grantor:

Thelma Echanis

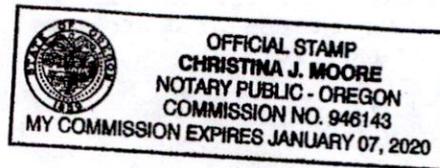
Grantor:

Bruce Purcell


Kim Hinkle

STATE OF OREGON
COUNTY OF Deschutes

This record was acknowledged before me on July 28, 2017 by Lawrence L. Lorenzen as President of LORENZEN RANCHES, INC., an Oregon corporation.


Notary Public for the State of Oregon
My Commission Expires: 1-7-20



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FEB 04 2026

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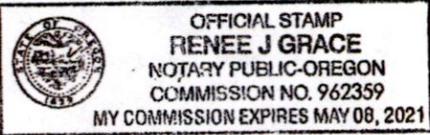
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STATE OF OREGON
COUNTY OF Umatilla

This record was acknowledged before me on July 31, 2017 by Thelma Echanis.

Renee J Grace
Notary Public for the State of Oregon
My Commission Expires: 5-8-2021



STATE OF OREGON
COUNTY OF Umatilla

This record was acknowledged before me on July 31, 2017 by Bruce Purcell.

Renee J Grace
Notary Public for the State of Oregon
My Commission Expires: 5-8-2021



STATE OF OREGON
COUNTY OF Umatilla

This record was acknowledged before me on July 31, 2017 by Kim Hinkle.

Renee J Grace
Notary Public for the State of Oregon
My Commission Expires: 5-8-2021



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FEB 04 2026

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Received
JAN 20 2026

OWRD

14814 -

EXHIBIT "A"
Legal Description

Township 3 North, Range 30, E.W.M.

Section 14: Northeast Quarter.

Section 15: Northwest Quarter.

Excepting therefrom any portion lying within the County Road right-of-way.

All being East of the Willamette Meridian, Umatilla County, Oregon.

Subject to Permitted Exceptions:

1. 2017-2018 Umatilla County Taxes, a lien not yet due and payable.
2. As disclosed by the tax rolls, the premises herein described have been zoned or classified for special use. At any such time that said land is disqualified for such use, said property will be subject to additional taxes and interest.
3. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
4. Easement, including the terms and provisions thereof,
Grantee: Umatilla Electric Cooperative Association.
Recorded: October 23, 1939, Book 120, Page 636, Deed Records.
5. Existing Conservation Reserve Program (CRP) Government Contract, including the terms and provisions thereof, affecting the portion of said premises for the purposes stated therein

Received
FEB 04 2026
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JAN 20 2026
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State of Oregon
County of Umatilla



Instrument received
and recorded on
6/6/2018 12:36 PM

in the record of instrument
code type DE

Instrument number 2018-6730016
Fee \$111.00

Office of County Records

John Churchill

Records Officer

1081811 P4

Received

FEB 04 2026

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AFTER RECORDING RETURN TO:

Kirton McConkie
Attn: Tyler L. Buswell
50 E. South Temple
Salt Lake City, UT 84111

SEND TAX STATEMENTS TO:

Farmland Reserve, Inc.
c/o Tax Division
PO Box 511196
Salt Lake City, UT 84151-1196

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, MERLE A. GEHRKE and PATSY M. GEHRKE, as husband and wife, as tenants in common ("**Grantor**") do hereby grant, bargain, sell and convey unto FARMLAND RESERVE, INC., a Utah nonprofit corporation, whose address is 79 South Main Street, Suite 1000, Salt Lake City, Utah 84111-1929 ("**Grantee**"), their interest in the real property located in Umatilla County, State of Oregon, more particularly described in Exhibit A, attached hereto and incorporated herein.

The true consideration for this conveyance is \$1,763,000.00.

TOGETHER WITH all and singular the property described on Exhibit "A," together with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining thereto including, without limitation, all water rights and mineral interests of Grantor appurtenant to the property, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, including any easements and rights-of-way over adjoining property, which easements and rights-of-way are appurtenant to the real property described on Exhibit A, of, in, or to the property and every part and parcel thereof, with the appurtenances thereto belonging.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, and to the successors and assigns of Grantee forever. Grantor does hereby covenant to and with Grantee, that it is the owner in fee simple of said premises and that it will warrant and defend same from all lawful claims of any person whatsoever, claiming by, through or under Grantor, excepting current and subsequent years' taxes and assessments.

[Signature and Acknowledgement to Follow]

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JAN 20 2026

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4846-6413-2198

14814 -

EXHIBIT A

[Legal Description of the Property]

Township 3 North, Range 29, E.W.M.

Section 2: West Half.

Section 3: All, EXCEPTING THEREFROM that portion included within the 100 foot right of way of the Main Line Canal of Stanfield Irrigation District, formerly Furnish Ditch Company, recorded June 5, 1914, Book 87, Page 343, Deed Records.

ALSO EXCEPTING THEREFROM that portion lying North and West of Main Canal of Stanfield Irrigation District, conveyed to Curtis C. Rhea, et ux, by Deed Recorded July 20, 1944, Book 171, Page 282, Deed Records.

ALSO EXCEPTING THEREFROM that portion of Section 3, more particularly described as: Beginning at the Southwest Corner of said Section 3, being the True Point of beginning for this description; thence North 88°27'49" East along the South line of said Section 3, a distance of 208.72 feet; thence leaving the South line of said Section 3, running North 2°11'26" West parallel to the West line of said Section 3, a distance of 208.72 feet; thence South 88°27'49" West parallel to the South line of said Section 3, a distance of 196.72 feet to a point being North 88°27'49" East, a distance of 12 feet from the West line of said Section 3; thence North 2°11'26" West parallel to the West line of said Section 3, a distance of 2417.75 feet; thence North 1°45'00" West continuing parallel to the West edge of said Section 3, a distance of 572.69 feet to a point of intersect with a non-tangential curve left, Radius of 849.00 feet, Delta of 57°20'33", Arc Length of 849.69 feet, Long Chord that bears North 1°45'22" East, Chord Length of 814.67 feet to a point of intersect with a non-tangential curve right, Radius of 69.91 feet, Delta of 28°37'06", Arc Length of 34.92 feet, Long Chord that bears North 5°20'06" East, Chord Length of 34.56 feet to a point of intersect with a non-tangential curve right, Radius of 112.70 feet, Delta of 23°16'43", Arc Length of 45.79 feet, with a Long Chord that bears North 34°39'49" East, a distance of 45.48 feet; thence North 51°06'24" East, a distance of 33.37 feet; thence North 63°46'06" East, a distance of 33.75 feet to a point of intersect with the South edge of the Stanfield Irrigation District Canal Easement, thence North 88°55'31" West along said Canal Easement, a distance of 69.16 feet; thence North 69°25'31" West continuing along said Canal Easement, a distance of 87.91 feet to a point of intersection with the West line of said Section 3; thence South 1°45'00" West along said West line of Section 3, a distance of 1527.71 feet to the West Quarter Corner of said Section 3; thence South 2°11'26" East continuing on the West line of said Section 3, a distance of 2626.39 feet to the Point of Beginning.

Excepting therefrom any portion lying within the County Road right-of-way.

All being East of the Willamette Meridian, Umatilla County, Oregon.

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Also described in the following survey description:

A tract of land located in the West Half of Section 2 and most of Section 3, Township 3 North, Range 29, East of the Willamette Meridian, Umatilla County, Oregon, being described as commencing at the Southwest corner of said Section 3; thence North $88^{\circ}27'49''$ East along the South line of said Section 3, a distance of 208.72 feet to the True Point of Beginning for this description; thence North $88^{\circ}27'49''$ East and continuing along the South line of said Section 3, a distance of 2,459.40 feet to the South Quarter corner of said Section 3; thence North $89^{\circ}05'53''$ East and continuing along the South line of said Section 3, a distance of 2,628.09 feet to the Southeast corner of said Section 3, said point also being the Southwest corner of said Section 2; thence North $88^{\circ}54'56''$ East along the South line of said Section 2, a distance of 2,642.11 feet to the South Quarter corner of said Section 2; thence North $01^{\circ}49'46''$ West along the North-South centerline of said Section 2, a distance of 5,365.79 feet to the North Quarter corner of said Section 2; thence South $88^{\circ}36'57''$ West along the North line of said Section 2, a distance of 2,650.31 feet to the Northwest corner of said Section 2, said point also being the Northeast corner of said Section 3; thence South $88^{\circ}36'56''$ West along the North line of said Section 3, a distance of 2,650.17 feet to the North Quarter corner of said Section 3; thence South $88^{\circ}37'03''$ West and continuing along the North line of said Section 3, a distance of 1,870.10 feet to the intersection with the East line of the Stanfield Irrigation District's right-of-way; thence South $03^{\circ}34'29''$ West along the East line of said right-of-way, a distance of 24.03 feet; thence South $46^{\circ}34'29''$ West, a distance of 80.78 feet; thence South $71^{\circ}34'29''$ West, a distance of 303.39 feet; thence South $54^{\circ}04'29''$ West, a distance of 167.38 feet; thence South $42^{\circ}49'29''$ West, a distance of 229.31 feet; thence South $07^{\circ}49'29''$ West, a distance of 334.86 feet; thence South $13^{\circ}25'31''$ East, a distance of 257.57 feet; thence South $62^{\circ}55'31''$ East, a distance of 204.98 feet; thence South $35^{\circ}34'29''$ West, a distance of 144.33 feet; thence North $88^{\circ}55'31''$ West, a distance of 65.74 feet to the intersection with the East right-of-way line of an Access/Egress Lease; thence South $63^{\circ}46'06''$ West along the East right-of-way line of said Lease, a distance of 33.75 feet; thence South $51^{\circ}06'24''$ West, a distance of 33.37 feet to the intersection with a non-tangential curve left (said curve left has a Radius = 112.70 feet, Delta = $23^{\circ}16'43''$, L = 45.79 feet, Long Chord that bears South $34^{\circ}39'49''$ West, Long Chord = 45.48 feet) to the intersection with a non-tangential curve left (said curve left has a Radius = 69.91 feet, Delta = $28^{\circ}37'06''$, L = 34.92 feet, Long Chord that bears South $05^{\circ}20'06''$ West, Long Chord = 34.56 feet) to the intersection with a non-tangential curve right (said curve right has a Radius = 849.00 feet, Delta = $57^{\circ}20'33''$, L = 849.69 feet, Long Chord that bears South $01^{\circ}45'22''$ West, Long Chord = 814.67 feet); thence South $01^{\circ}45'00''$ East, parallel with and 12 feet distant Easterly from the West line of said Section 3, a distance of 572.69 feet; thence South $02^{\circ}11'26''$ East and continuing parallel with the West line of said Section 3, a distance of 2,417.75 feet; thence North $88^{\circ}27'49''$ East and parallel with the South line of said Section 3, a distance of 196.72 feet; thence South $02^{\circ}11'26''$ East and parallel with the West line of said Section 3, a distance of 208.72 feet to a point on the South line of said Section 3 and the point of beginning;

Excepting therefrom any portion lying within the County Road right-of-way.

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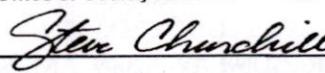
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4846-6413-2198

AFTER RECORDING RETURN TO:
Kirtan McConkie
50 E. South Temple, Suite 400
Attn: Ryan Wallace
Salt Lake City, UT 84111

SEND TAX STATEMENTS TO:
Farmland Reserve, Inc.
c/o Tax Division
PO Box 511196
Salt Lake City, UT 84151-1196

State of Oregon County of Umatilla REC-DE Pgs=5 \$25.00 \$11.00 \$10.00 \$80.00 \$10.00 Office of County Records	2022-7490253 11/10/2022 03:37:00 PM \$116.00
	

SPECIAL WARRANTY DEED

RYAN REESE, Trustee of the Ryan Reese Revocable Trust dated May 11, 2012, and JULIE REESE, Trustee of the Julie Reese Revocable Trust dated May 11, 2012, collectively, Grantor, hereby conveys and specially warrant to FARMLAND RESERVE, INC., a Utah nonprofit corporation, Grantee, against all those claiming by, through, or under Grantor all of Grantor's undivided interest in and to the following described tract of land in Umatilla County, State of Oregon:

See Exhibit "A", attached hereto and incorporated by this reference.

The true consideration for this conveyance is \$1,006,550.00.

TOGETHER WITH all water rights, rights to wells, mineral and energy rights, rights of way, easements, tenements, and hereditaments on or appurtenant to said land.

SUBJECT TO taxes and assessments not yet due and payable, and those certain permitted exceptions described on Exhibit "B" attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, Granter has executed this Special Warranty Deed this 8th day of November, 2022.

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

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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.

[Notary acknowledgments on following page]

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4872-1655-3277

SELLER:

RYAN REESE, Trustee of the Ryan Reese Revocable Trust dated May 11, 2012

Ryan Reese, Trustee
Ryan Reese, Trustee

STATE OF OREGON)

COUNTY OF LINCOLN)^{ss}

The foregoing instrument was acknowledged before me on November 8, 2022, by RYAN REESE, Trustee of the Ryan Reese Revocable Trust dated May 11, 2012.

Desiree A York
Notary Public, State of Oregon
**DESIREE A YORK - NOTARY
COMMISSION EXPIRES!**
06/14/25

JULIE REESE, Trustee of the Julie Reese Revocable Trust dated May 11, 2012

Julie Reese, Trustee
Julie Reese, Trustee

OFFICIAL STAMP
DESIREE A. YORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1013586
MY COMMISSION EXPIRES JUNE 14, 2025

STATE OF OREGON)

COUNTY OF LINCOLN)^{ss}

The foregoing instrument was acknowledged before me on November 8, 2022, by JULIE REESE, Trustee of the Julie Reese Revocable Trust dated May 11, 2012.

Desiree A York
Notary Public, State of Oregon
**DESIREE A YORK - NOTARY
COMMISSION EXPIRES!**
06/14/25

OFFICIAL STAMP
DESIREE A. YORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1013586
MY COMMISSION EXPIRES JUNE 14, 2025

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JAN 20 2026
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4872-1655-3277

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EXHIBIT A

[Legal Description]

Tract I

The Northwest Quarter of Section 10, Township 3 North, Range 30, East of the Willamette Meridian, Umatilla County, Oregon.

Excepting therefrom any portion lying within the County Road right-of-way.

Together with a 30 foot ingress-egress easement consisting of a strip of land 30 feet in width, located across the Northeast Quarter of the Southwest Quarter of Section 10, Township 3 North, Range 30, East of the Willamette Meridian, Umatilla County, Oregon.

Tract II

The Southeast Quarter of Section 10, Township 3 North, Range 30, East of the Willamette Meridian, Umatilla County, Oregon.

Excepting therefrom any portion lying within the County Road right-of-way.

Tract III

The Southeast Quarter of Section 4, Township 3 North, Range 30, East of the Willamette Meridian, Umatilla County, Oregon.

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EXHIBIT B

[Permitted Exceptions]

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. The premises herein described are within the boundaries of the Echo irrigation District and this property is therefore subject to all easements, canals, ditches, levies and assessments thereof.
3. The property described herein consists of portions that are contiguous to adjoining parcels owned by Grantee. Access to said property is not direct and may be obtained through said adjoining parcels.
4. Easement, including the terms and provisions thereof,
Grantee: Umatilla Electric Cooperative Association
Recorded: October 23, 1939, Book 120, Page 622, Deeds Records (Tract III)
5. Easement, including the terms and provisions thereof,
Grantee: Umatilla Electric Cooperative Association
Recorded: October 23, 1939, Book 120, Page 637, Deed Records (Tract III)
6. Terms and provisions contained under easement for ingress and egress purposes contained in Deed,
Grantee: Ryan Reese, Trustee of the Ryan Reese Revocable Trust dated May 11, 2012 and Julie Reese, Trustee of the Julie Reese Revocable Trust dated May 11, 2012
Recorded: December 12, 2019, Instrument No. 2019-6940554, Office of Umatilla County Records (Tract I)

Received

JAN 20 2026

OWRD

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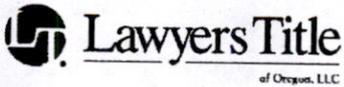
FEB 04 2026

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4872-1655-3277

14814 - -

RECORDING REQUESTED BY:



6000 Meadows Rd, Ste 100
Lake Oswego, OR 97035

AFTER RECORDING RETURN TO:

Order No.: 872500698-VG
Farmland Reserve, Inc.
60 E South Temple Street, Suite 1600
Salt Lake City, UT 84111

SEND TAX STATEMENTS TO:

Farmland Reserve, Inc.
60 E South Temple Street, Suite 1600
Salt Lake City, UT 84111

APN: 167347
Map: 3N300000/01700
Vacant Land, OR

State of Oregon	2025-04294
County of Umatilla	06/16/2025 03:10:01 PM
REC-DE	
Pgs=3 \$15.00 \$11.00 \$10.00 \$60.00	\$106.00
Office of County Records	
<i>Steve Churchill</i>	

Amerititle 678205AM

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Daniel R. Sharp and Betsy R. Sharp, Trustees or successors in trust, under the Sharp 2020 Trust Agreement dated February 20, 2020, Grantor, conveys and warrants to Farmland Reserve, Inc., a Utah nonprofit corporation, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Umatilla, State of Oregon:

The Southwest Quarter of Section 10, Township 3 North, Range 30, East of the Willamette Meridian, in the County of Umatilla, State of Oregon.

EXCEPTING all roads and rights of way.

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (**\$325,000.00**). (See ORS 93.030).

Received

JAN 20 2026

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Received

FEB 04 2026

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STATUTORY WARRANTY DEED
(continued)

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.

Received
FEB 04 2026
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JAN 20 2026
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STATUTORY WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 6/16/25

The Sharp 2020 Trust

BY: *Daniel R. Sharp*
Daniel R. Sharp
Trustee

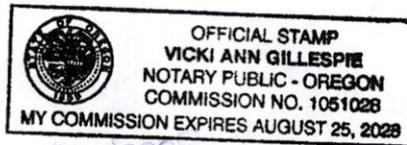
BY: *Betsy R. Sharp*
Betsy R. Sharp
Trustee

State of Oregon
County of Clatsop

This instrument was acknowledged before me on 6/16/2025 by Daniel R. Sharp and Betsy R. Sharp, as Trustees of The Sharp 2020 Trust Agreement dated February 20, 2020

Vicki Ann Gillespie
Notary Public - State of Oregon

My Commission Expires: 8/25/2028



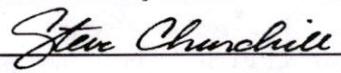
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FEB 04 2026
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JAN 20 2026
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PT 105030

AFTER RECORDING RETURN TO:
Kirton McConkie
50 E. South Temple, Suite 400
Attn: Ryan Wallace
Salt Lake City, UT 84111

SEND TAX STATEMENTS TO:
Farmland Reserve, Inc.
c/o Tax Division
PO Box 511196
Salt Lake City, UT 84151-1196

State of Oregon County of Umatilla REC-DE Pgs=4 \$20.00 \$11.00 \$10.00 \$80.00 \$10.00 Office of County Records	2022-7490387 11/17/2022 12:52:00 PM \$111.00
 	

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JAN 20 2026
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SPECIAL WARRANTY DEED

SHERMAN REESE, Grantor, hereby conveys and specially warrants to FARMLAND RESERVE, INC., a Utah nonprofit corporation, Grantee, against all those claiming by, through, or under Grantor the following described tract of land in Umatilla County, State of Oregon:

See Exhibit "A", attached hereto and incorporated by this reference.

The true consideration for this conveyance is \$352,273.72.

TOGETHER WITH all water rights, rights to wells, mineral and energy rights, rights of way, easements, tenements, and hereditaments on or appurtenant to said land.

SUBJECT TO taxes and assessments not yet due and payable, and those certain permitted exceptions described on Exhibit "B" attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 15th day of November, 2022.

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.

[Notary acknowledgments on following page]

EXHIBIT A

[Legal Description]

That certain real property located in Umatilla County, Oregon, more particularly described as:

The Southwest Quarter of Section 11, Township 3 North, Range 30, East of the Willamette Meridian, Umatilla County, Oregon; Excepting therefrom any portion lying within the County Road right-of-way.

Received

JAN 20 2026

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EXHIBIT B

[Permitted Exceptions]

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. The premises herein described are within the boundaries of the Echo Irrigation District and this property is therefore subject to all easements, canals, ditches, levies and assessments thereof.

Received

JAN 20 2026

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Received

FEB 04 2026

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Received
FEB 04 2026

OWRD

- Reviewed previous lease agreement
- Terms & Conditions are the same
- Assignment provision

except
~~except for~~ *Basel*

Received

JAN 20 2026 (Dryland)

OWRD

FARM LEASE

This Farm Lease is between Crow Family Properties an Oregon Limited Partnership ("Landlord"), and Hale Farms, LLC, an Oregon Limited Liability Company ("Tenant").

The real property subject to this lease, hereinafter called the "Property," is the property which is circumscribed in red outlines on the attached Exhibit A (all of which is located in Umatilla County, Oregon), attached hereto and by this reference incorporated herein.

Landlord leases the Property to Tenant and Tenant leases the Property from Landlord upon the following terms and conditions:

1. Term - use.

1.1 The term of this lease shall be from the end of crop year 2016 and continue through crop year 2026. Tenant shall be entitled to occupy and use the premises, pursuant to the terms and conditions hereof, until the farm crops for the final year have been harvested. Otherwise, and except as stated in Section 3.4 hereof, Tenant shall peaceably surrender, quit, and give up the Property upon the termination of this lease.

1.2 Tenant shall use the property for farming and other purposes specifically authorized herein, and for no other purposes.

1.3 Tenant, at Tenant's sole discretion, shall be responsible for determining the annual crop rotations, the crops to be planted, and the crops to be irrigated, if any.

1.4 This lease does not include any below ground mineral rights or wind power rights.

2. Rent.

2.1 The rent for the lease of the Property shall be [redacted] per annum for each crop year for the first through the fifth crop year, and [redacted] for the sixth crop year and each year thereafter through the end of the lease term.

2.2 Rent shall be paid by Tenant to Landlord on or before March 1, of each year.

Received
FEB 04 2026

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Received
JAN 20 2026

OWRD

3. Water and water rights.

3.1 Landlord shall have no obligation to provide irrigation water to the Property.

3.2 Tenant has no obligation to provide irrigation water to the Property, however Tenant may at its sole discretion supply water, and if Tenant chooses to do so, Tenant shall, at its sole expense, whether acting on its own accord or by agreement with an irrigation district or other entity, secure from the Oregon Water Resources Department (the "Department") a permit, certificate, or other authorization for the use of water on the Property (the "Water Rights"). Landlord shall cooperate with Tenant, and/or any irrigation district or other entity as may be necessary, in the application process and shall not object to or otherwise oppose Tenant's application. At Tenant's request, Landlord shall sign all documents and take all actions reasonably necessary or desirable to enable Tenant, and/or any irrigation district or other entity, to obtain any and all needed authorizations for the use of water on all or any part of the Property.

3.3 Tenant may in its sole discretion cease supplying water to the Property at any time. In particular, Tenant shall at all times have the right, in its sole discretion and at its sole expense, to forfeit, cancel, amend, or transfer to land other than the Property all or any part of the Water Rights. At Tenant's request, Landlord shall promptly sign all documents and take all actions reasonably necessary or desirable to enable Tenant, and/or an irrigation district or other entity, to complete any such forfeiture, cancellation, amendment, or transfer, none of which Landlord shall object to or otherwise oppose. If Landlord fails or neglects to sign necessary documents, Landlord hereby irrevocably authorizes Tenant to sign such documents on Landlord's behalf.

3.4 Landlord shall have no right, title or interest in or to the water or the Water Rights which Tenant brings to the Property nor to the irrigation equipment, infrastructure, or systems installed by Tenant (all collectively "Irrigation Systems"). Any Irrigation Systems which Tenant believes are necessary for the delivery of water to the Property shall at all times belong to Tenant who may remove any and all such systems within 180 days of the expiration or termination of this lease, unless otherwise agreed by Landlord and Tenant in writing signed by both parties. Upon such removal, Tenant shall reasonably restore the Property.

Received
FEB 04 2026
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JAN 20 2026
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3.5 Landlord shall have no responsibility for any costs associated with installation, maintenance, repair, or removal of Irrigation Systems placed on the Property by Tenant.

3.6 Tenant shall supply and pay for all electricity necessary to provide water to the Irrigation Systems and to operate the system.

4. Government farm programs; crop insurance.

All payments received as a result of any government farm programs of any kind related to the Property and related to the time period of the term of this lease, and any payments made pursuant to any crop insurance programs shall belong, 100 percent, to Tenant, and no amount shall be claimed by or be payable to Landlord.

5. Chemicals and other substances.

No fertilizer, herbicide, pesticide, poison, or chemical, except those approved by the USDA or the Oregon Department of Agriculture, shall be applied by Tenant to the Property or crops growing thereon.

6. Farming practices.

6.1 Tenant shall use the Property in a good husbandlike manner. Tenant shall conduct its operations so as to not unduly weaken, deplete or devitalize the soil or cause erosion by wind or water. Tenant shall take all reasonable steps to prevent the growth or spread of noxious weeds or plants, including rye, and shall keep the premises in a tidy condition throughout the Term of this lease.

6.2 Notwithstanding the foregoing, absent the parties entering into a written agreement stating otherwise, Tenant shall have no obligation to improve the condition of the Property insofar as tidiness or the presence of noxious weeds or plants are concerned, and shall only be required to maintain those conditions at the same general level as they existed at the commencement of the term set forth in Section 1 hereof.

6.3 Tenant shall pay all costs in connection with the production of its crops and its operations on the Property, including, but not limited to, the costs of labor, fertilizer and chemicals, seed, harvesting, and other farm expenses.

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JAN 20 2026
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7. Access.

Landlord shall supply Tenant with reasonable access to the Property.

8. Taxes.

Landlord shall pay all real property taxes due upon the Property and all assessments and governmental charges imposed or assessed against the Property. Landlord shall also pay all personal property taxes due on personal property of the Landlord.

9. Liens.

Tenant shall pay when due all claims for work done for services rendered on, or materials furnished to, the Property at Tenant's request and shall keep the Property free of any liens arising out of any failure to pay such claims or arising out of any other activity of Tenant. If the Property is subjected to any lien because of activities of Tenant and the lien is not discharged within ten days, Landlord may discharge the lien and recover the costs from Tenant on demand plus interest at the rate of 5 percent per annum from the date of expenditure. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default. Tenant may in good faith contest the lien, but in so doing, shall at all times protect the Property from foreclosure by, if necessary, posting substitute security as allowed or required by law.

10. Condition of the Property during term of lease.

10.1 Tenant shall maintain the Property in as good a condition as received at the commencement of the term, and shall not commit or permit any waste on it.

10.2 Tenant has no obligation to cultivate, plow or till the ground prior to quitting the Property at the termination of this lease. It is agreed that Tenant may quit the premises at the termination with the remaining foliage left in the fields.

11. Liability.

11.1 Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss or liability arising out of or related to any activity of Tenant on the Property, or arising out of any condition on the Property created by Tenant.

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FEB 04 2026

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JAN 20 2026

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11.2 Landlord shall indemnify, defend, and hold harmless Tenant from any claim, loss or liability arising out of or related to any activity of Landlord on the Property, or arising out of any condition of the Property created by Landlord at any time.

11.3 Before going into possession of the Property, Tenant shall procure, and during the term of this lease shall continue to carry, public liability and property damage insurance with liability limits of not less than \$2,000,000, single limit, for injury to persons and property arising out of Tenant's activities in relation to the Property. Landlord, Crow Family Properties, Carol Crow, Gerald W. Crow Jr., Charee Crow, and Byron and Elizabeth Yancey shall be named in such policy as additional insureds.

12. Default; Remedies.

12.1 Failure of either party to comply with any term or condition or to fulfill any obligation of this lease within ten days after written notice from the other party specifying the nature of the default with reasonable particularity shall be an Event of Default. If the default is of such a nature that it cannot be completely remedied within the ten day period, the party will not be in default if the party begins correction of the default within the ten day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Notwithstanding the foregoing, if a party violates the same provision of this lease more than three times in any given twelve month period, then the fourth violation within that same period will constitute an immediate Event of Default for which no further notice or cure period need be granted by the other party.

12.2 For any Event of Default, the parties shall have all remedies and defenses as may be available at law or in equity.

13. Time of essence.

Time is of the essence of the performance of the obligations of this lease.

14. Relationship of the parties.

This lease is not intended to, nor does it, create a partnership, joint venture, or any other relationship between the parties other than that of Landlord and Tenant. Neither party shall have the authority to obligate the other party, and neither party shall represent that it has such authority.

Received
FEB 04 2026
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JAN 20 2026
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15. Notices.

Any notice under this lease shall be in writing and shall be effective when actually delivered or, if mailed, four days after it is deposited as registered or certified mail directed to the address stated in this lease or to such other address as either party may specify by notice to the other party. Payments to Landlord shall be made at the same address.

The addresses are:

If to Tenant, then to: Hale Farms LLC
Attn: Craig Reeder
73120 Hwy 207
Echo, OR 97826

If to Landlord, then to: Crow Family Properties
1200 Overlook Drive
Lake Oswego, OR 97034

16. Alterations and additions.

Tenant may make such alterations or additions on the Property as may be necessary to accommodate any irrigation system which Tenant elects to install or operate. Tenant may also prepare and construct farm roads in support of Tenant's farming activities. Otherwise, Tenant shall not without the consent of Landlord make, or permit to be made, any other additions or alterations to the Property, or any part thereof. Should Landlord and Tenant agree to any such other addition or alteration of the premises, they may at such time agree upon the terms and conditions upon which such additions and/or alterations shall be made, and such agreement shall be reduced to writing.

17. Hunting rights.

During the term of this lease the Tenant and Landlord shall share any rights to hunting on the subject property. However, tenant shall manage and control hunting scheduling and volume.

18. Right of first refusal.

18.1 Landlord agrees that during the term of this lease Landlord shall not agree to sell, transfer, exchange, grant an option to purchase, lease, or otherwise dispose of the Property or any part thereof or interest therein (all such acts referred to as "Transfer"), without first offering the Transfer to Tenant on the terms and conditions set forth in this section.

Received
FEB 04 2026
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JAN 20 2026
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18.2 When Landlord receives from a third party a bona fide offer for a Transfer of the Property that Landlord desires to accept, Landlord must give Tenant written notice of the price, terms, and conditions of the offer and deliver a copy of the executed document evidencing the offer to Tenant.

18.3 When Tenant receives the notice and a copy of the offer, Tenant will have the prior and preferential right to receive the Transfer of the Property (or the part of or interest in the Property covered by the offer, as the case may be) at the same price and on the same terms and conditions as are contained in the offer, except that if the Tenant exercises the right of first refusal then the closing of the transaction contemplated by the offer will take place no earlier than ninety days after the date that Tenant elects to exercise the right of first refusal, and Tenant will receive a credit against the Transfer price of the Property in an amount equal to any brokerage commission that Landlord may save by Transferring the Property to Tenant rather than to the third party offeror.

18.4 Tenant will have fifteen days from the date that Tenant receives the notice and a copy of the offer to notify Landlord whether Tenant elects to acquire the Property under the terms of the offer. If Tenant elects to exercise its right to acquire the Property, then, in addition to giving Landlord written notice of its election within the fifteen day period, Tenant also must tender an amount equal to the earnest money deposit, if any, specified in the offer, which will be held and used in accordance with the terms of the offer.

18.5 If Tenant fails to timely exercise its right to acquire the Property under the terms of this agreement, then Landlord will be entitled to Transfer the Property according to the terms of the offer to the third party offeror.

18.6 If Tenant elects to acquire the Property and if any element of the consideration specified in the offer is not cash or deferred purchase money (e.g., an exchange of property or performance of covenants other than the payment of money), then Tenant may elect to have the non-monetary consideration appraised by an independent MAI appraiser and pay Landlord the cash value of the non-monetary consideration in lieu of the performance of the non-monetary obligation specified in the offer.

Received

FEB 04 2026

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Received

JAN 20 2026

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18.7 The right of first refusal created by this lease does not apply to any bona fide sale or conveyance of the Property by Landlord to any partnership, limited partnership, joint venture, corporation, or other entity in which Landlord owns and controls at least 50 percent of the ownership interest, or to any transfer as a result of the bona fide estate plan of Landlord if Landlord is an individual. However, this right of first refusal will survive any such exempted transfers and shall be binding upon the transferee.

19. Miscellaneous.

19.1 Landlord's right of entry; liability for use of Property.

19.1.1 The Landlord may go on the Property at any time to inspect the Property, provided Landlord does so in a reasonable manner which does not harm the growing crops or interfere with the farming activities of Tenant.

19.1.2 Landlord shall be responsible to pay Tenant for any damage or interference caused by Landlord or by persons on the Property through authority (whether direct or indirect) granted by Landlord.

19.2 Covenants of title.

Landlord covenants that Landlord owns the Property and that Landlord has full right and authority to lease the premises described herein for the stated Term.

19.3 Assignment and sublease.

Upon written notice to the Landlord, Tenant may assign this lease or sublease any portion of the Property.

19.4. Attorney's fees.

In case litigation is instituted to enforce or interpret the terms hereof, the losing party shall pay to the prevailing party its reasonable attorney's fees and court costs, its expert witness fees, and costs of any necessary title reports, as may be determined as reasonable by the court, including all such costs, attorneys fees, and expenses as may be incurred on appeal.

Received

FEB 04 2026

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JAN 20 2026

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19.5 Venue/jurisdiction.

The parties agree that unless the law compels otherwise, venue for any lawsuit arising out of, or related to, this lease shall be in Umatilla County. It is further agreed that exclusive jurisdiction for any litigation shall be in the Circuit Court of the State of Oregon, the parties permanently waiving the jurisdiction of any other court.

19.6 Amendments.

This lease shall be enforced as written. It may be modified or amended only by a writing signed by both parties.

19.7 Successors in interest.

Subject to the limitation on assignment by Tenant, this lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.

19.8 Non-waiver.

Failure by either party to require performance by the other of any term of this lease shall not be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

19.9 Water Development Projects.

Tenant acknowledges Landlord's interest in participating in water development projects. Tenant shall provide periodic updates on local water development projects to Landlord.

The parties have entered into this lease and by their signatures state their intent to be bound by its terms as of January 1, 2012.

LANDLORD: Crow Family
Properties an Oregon Limited
Partnership

By: Carol L. Crow
Its: General Partner

TENANT: Hale Farms LLC

By: [Signature]
Its: CEO

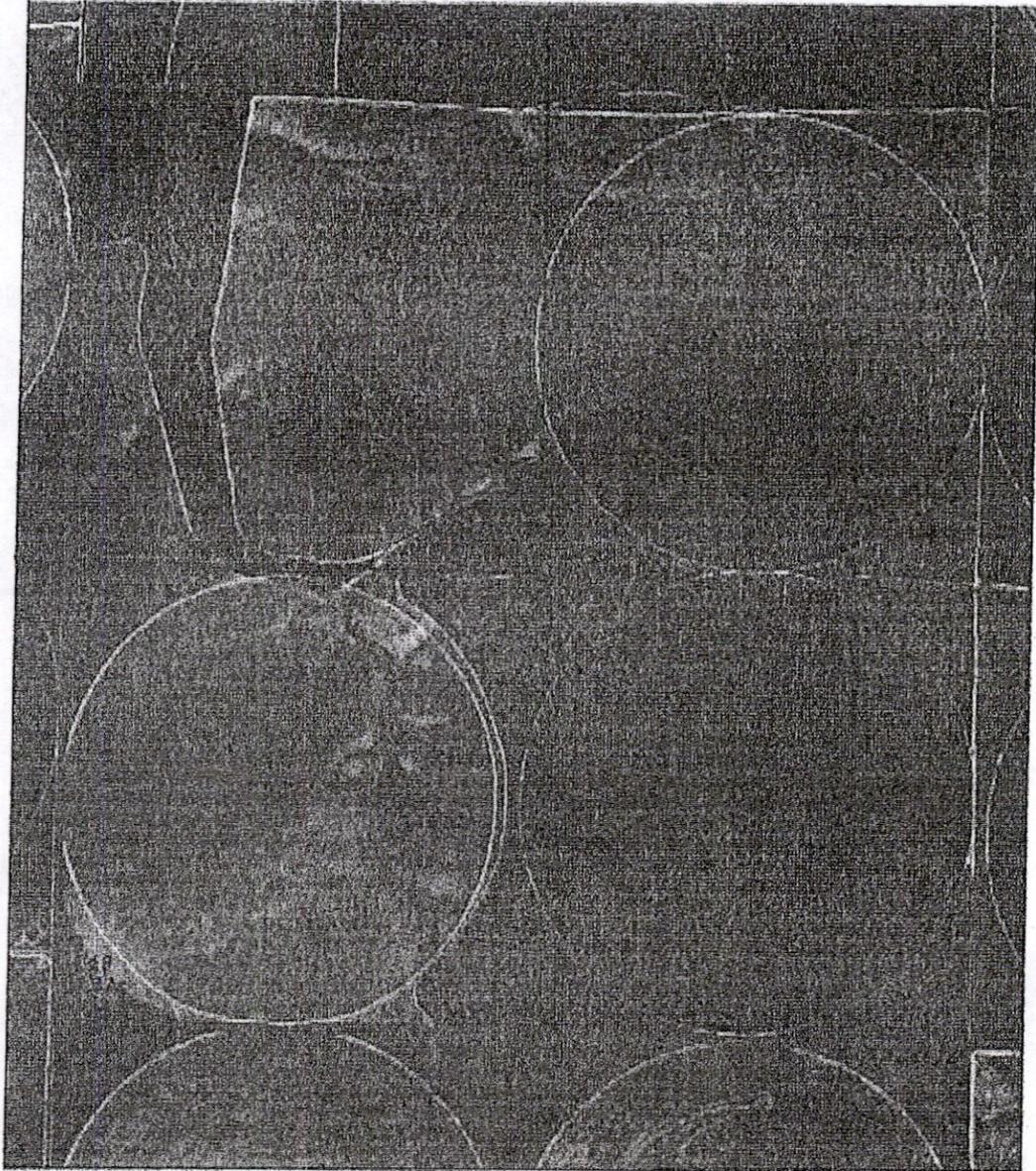
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FEB 04 2026

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JAN 20 2026

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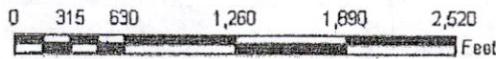
EXHIBIT A



USDA Farm Service Agency
Umatilla County

Tract: 9638

2005 PHOTO
August 27, 2007



- Legend
- Tract Boundary
 - ★ Restricted Use
 - Limited Restrictions
 - Exempt

Disclaimer: This acreage is for FSA program purposes only. No warranty is made for any other use. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

Received
FEB 04 2026

- Reviewed Previous Lease Agreement
- Terms and Conditions are the same, except for ~~Base~~ the
assignment language

OWRD

Received (Dryland)

JAN 20 2026

FARM LEASE

OWRD

This Farm Lease is between Gerald W. Crow Jr. and Charee Crow, individuals ("Landlord"), and Hale Farms, LLC, an Oregon Limited Liability Company ("Tenant").

The real property subject to this lease, hereinafter called the "Property," is the property which is circumscribed in red outlines on the attached Exhibit A (all of which is located in Umatilla County, Oregon), attached hereto and by this reference incorporated herein.

Landlord leases the Property to Tenant and Tenant leases the Property from Landlord upon the following terms and conditions:

1. Term - use.

1.1 The term of this lease shall be from the end of crop year 2016 and continue through crop year 2026. Tenant shall be entitled to occupy and use the premises, pursuant to the terms and conditions hereof, until the farm crops for the final year have been harvested. Otherwise, and except as stated in Section 3.4 hereof, Tenant shall peaceably surrender, quit, and give up the Property upon the termination of this lease.

1.2 Tenant shall use the property for farming and other purposes specifically authorized herein, and for no other purposes.

1.3 Tenant, at Tenant's sole discretion, shall be responsible for determining the annual crop rotations, the crops to be planted, and the crops to be irrigated, if any.

1.4 This lease does not include any below ground mineral rights or wind power rights.

2. Rent.

2.1 The rent for the lease of the Property shall be [REDACTED] per annum for each crop year for the first through the fifth crop year, and [REDACTED] for the sixth crop year and each year thereafter through the end of the lease term.

2.2 Rent shall be paid by Tenant to Landlord on or before March 1, of each year.

14814 -

RECEIVED
FEB 11 2026
OWRD

Received
FEB 04 2026
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Received
JAN 20 2026
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3. Water and water rights.

3.1 Landlord shall have no obligation to provide irrigation water to the Property.

3.2 Tenant has no obligation to provide irrigation water to the Property, however Tenant may at its sole discretion supply water, and if Tenant chooses to do so, Tenant shall, at its sole expense, whether acting on its own accord or by agreement with an irrigation district or other entity, secure from the Oregon Water Resources Department (the "Department") a permit, certificate, or other authorization for the use of water on the Property (the "Water Rights"). Landlord shall cooperate with Tenant, and/or any irrigation district or other entity as may be necessary, in the application process and shall not object to or otherwise oppose Tenant's application. At Tenant's request, Landlord shall sign all documents and take all actions reasonably necessary or desirable to enable Tenant, and/or any irrigation district or other entity, to obtain any and all needed authorizations for the use of water on all or any part of the Property.

3.3 Tenant may in its sole discretion cease supplying water to the Property at any time. In particular, Tenant shall at all times have the right, in its sole discretion and at its sole expense, to forfeit, cancel, amend, or transfer to land other than the Property all or any part of the Water Rights. At Tenant's request, Landlord shall promptly sign all documents and take all actions reasonably necessary or desirable to enable Tenant, and/or an irrigation district or other entity, to complete any such forfeiture, cancellation, amendment, or transfer, none of which Landlord shall object to or otherwise oppose. If Landlord fails or neglects to sign necessary documents, Landlord hereby irrevocably authorizes Tenant to sign such documents on Landlord's behalf.

3.4 Landlord shall have no right, title or interest in or to the water or the Water Rights which Tenant brings to the Property nor to the irrigation equipment, infrastructure, or systems installed by Tenant (all collectively "Irrigation Systems"). Any Irrigation Systems which Tenant believes are necessary for the delivery of water to the Property shall at all times belong to Tenant who may remove any and all such systems within 180 days of the expiration or termination of this lease, unless otherwise agreed by Landlord and Tenant in writing signed by both parties. Upon such removal, Tenant shall reasonably restore the Property.

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3.5 Landlord shall have no responsibility for any costs associated with installation, maintenance, repair, or removal of Irrigation Systems placed on the Property by Tenant.

3.6 Tenant shall supply and pay for all electricity necessary to provide water to the Irrigation Systems and to operate the system.

4. Government farm programs; crop insurance.

All payments received as a result of any government farm programs of any kind related to the Property and related to the time period of the term of this lease, and any payments made pursuant to any crop insurance programs shall belong, 100 percent, to Tenant, and no amount shall be claimed by or be payable to Landlord.

5. Chemicals and other substances.

No fertilizer, herbicide, pesticide, poison, or chemical, except those approved by the USDA or the Oregon Department of Agriculture, shall be applied by Tenant to the Property or crops growing thereon.

6. Farming practices.

6.1 Tenant shall use the Property in a good husbandlike manner. Tenant shall conduct its operations so as to not unduly weaken, deplete or devitalize the soil or cause erosion by wind or water. Tenant shall take all reasonable steps to prevent the growth or spread of noxious weeds or plants, including rye, and shall keep the premises in a tidy condition throughout the Term of this lease.

6.2 Notwithstanding the foregoing, absent the parties entering into a written agreement stating otherwise, Tenant shall have no obligation to improve the condition of the Property insofar as tidiness or the presence of noxious weeds or plants are concerned, and shall only be required to maintain those conditions at the same general level as they existed at the commencement of the term set forth in Section 1 hereof.

6.3 Tenant shall pay all costs in connection with the production of its crops and its operations on the Property, including, but not limited to, the costs of labor, fertilizer and chemicals, seed, harvesting, and other farm expenses.

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7. Access.

Landlord shall supply Tenant with reasonable access to the Property.

8. Taxes.

Landlord shall pay all real property taxes due upon the Property and all assessments and governmental charges imposed or assessed against the Property. Landlord shall also pay all personal property taxes due on personal property of the Landlord.

9. Liens.

Tenant shall pay when due all claims for work done for services rendered on, or materials furnished to, the Property at Tenant's request and shall keep the Property free of any liens arising out of any failure to pay such claims or arising out of any other activity of Tenant. If the Property is subjected to any lien because of activities of Tenant and the lien is not discharged within ten days, Landlord may discharge the lien and recover the costs from Tenant on demand plus interest at the rate of 5 percent per annum from the date of expenditure. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default. Tenant may in good faith contest the lien, but in so doing, shall at all times protect the Property from foreclosure by, if necessary, posting substitute security as allowed or required by law.

10. Condition of the Property during term of lease.

10.1 Tenant shall maintain the Property in as good a condition as received at the commencement of the term, and shall not commit or permit any waste on it.

10.2 Tenant has no obligation to cultivate, plow or till the ground prior to quitting the Property at the termination of this lease. It is agreed that Tenant may quit the premises at the termination with the remaining foliage left in the fields.

11. Liability.

11.1 Tenant shall indemnify, defend, and hold harmless Landlord from any claim, loss or liability arising out of or related to any activity of Tenant on the Property, or arising out of any condition on the Property created by Tenant.

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11.2 Landlord shall indemnify, defend, and hold harmless Tenant from any claim, loss or liability arising out of or related to any activity of Landlord on the Property, or arising out of any condition of the Property created by Landlord at any time.

11.3 Before going into possession of the Property, Tenant shall procure, and during the term of this lease shall continue to carry, public liability and property damage insurance with liability limits of not less than \$2,000,000, single limit, for injury to persons and property arising out of Tenant's activities in relation to the Property. Landlord (Gerald W. Crow Jr. and Charee Crow) shall be named in such policy as an additional insured.

12. Default; Remedies.

12.1 Failure of either party to comply with any term or condition or to fulfill any obligation of this lease within ten days after written notice from the other party specifying the nature of the default with reasonable particularity shall be an Event of Default. If the default is of such a nature that it cannot be completely remedied within the ten day period, the party will not be in default if the party begins correction of the default within the ten day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. Notwithstanding the foregoing, if a party violates the same provision of this lease more than three times in any given twelve month period, then the fourth violation within that same period will constitute an immediate Event of Default for which no further notice or cure period need be granted by the other party.

12.2 For any Event of Default, the parties shall have all remedies and defenses as may be available at law or in equity.

13. Time of essence.

Time is of the essence of the performance of the obligations of this lease.

14. Relationship of the parties.

This lease is not intended to, nor does it, create a partnership, joint venture, or any other relationship between the parties other than that of Landlord and Tenant. Neither party shall have the authority to obligate the other party, and neither party shall represent that it has such authority.

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15. Notices.

Any notice under this lease shall be in writing and shall be effective when actually delivered or, if mailed, four days after it is deposited as registered or certified mail directed to the address stated in this lease or to such other address as either party may specify by notice to the other party. Payments to Landlord shall be made at the same address.

The addresses are:

If to Tenant, then to: Hale Farms LLC
Attn: Craig Reeder
73120 Hwy 207
Echo, OR 97826

If to Landlord, then to: Gerald W. Crow Jr. and
Charee Crow
26 Becket St.
Lake Oswego, Or 97035

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16. Alterations and additions.

Tenant may make such alterations or additions on the Property as may be necessary to accommodate any irrigation system which Tenant elects to install or operate. Tenant may also prepare and construct farm roads in support of Tenant's farming activities. Otherwise, Tenant shall not without the consent of Landlord make, or permit to be made, any other additions or alterations to the Property, or any part thereof. Should Landlord and Tenant agree to any such other addition or alteration of the premises, they may at such time agree upon the terms and conditions upon which such additions and/or alterations shall be made, and such agreement shall be reduced to writing.

17. Hunting rights.

During the term of this lease the Tenant and Landlord shall share any rights to hunting on the subject property. However, tenant shall manage and control hunting scheduling and volume.

18. Right of first refusal.

18.1 Landlord agrees that during the term of this lease Landlord shall not agree to sell, transfer, exchange, grant an option to purchase, lease, or otherwise dispose of the Property or any part thereof or interest therein (all such acts referred to as "Transfer"), without first offering the Transfer to Tenant on the terms and conditions set forth in this section.

18.2 When Landlord receives from a third party a bona fide offer for a Transfer of the Property that Landlord desires to accept, Landlord must give Tenant written notice of the price, terms, and conditions of the offer and deliver a copy of the executed document evidencing the offer to Tenant.

18.3 When Tenant receives the notice and a copy of the offer, Tenant will have the prior and preferential right to receive the Transfer of the Property (or the part of or interest in the Property covered by the offer, as the case may be) at the same price and on the same terms and conditions as are contained in the offer, except that if the Tenant exercises the right of first refusal then the closing of the transaction contemplated by the offer will take place no earlier than ninety days after the date that Tenant elects to exercise the right of first refusal, and Tenant will receive a credit against the Transfer price of the Property in an amount equal to any brokerage commission that Landlord may save by Transferring the Property to Tenant rather than to the third party offeror.

18.4 Tenant will have fifteen days from the date that Tenant receives the notice and a copy of the offer to notify Landlord whether Tenant elects to acquire the Property under the terms of the offer. If Tenant elects to exercise its right to acquire the Property, then, in addition to giving Landlord written notice of its election within the fifteen day period, Tenant also must tender an amount equal to the earnest money deposit, if any, specified in the offer, which will be held and used in accordance with the terms of the offer.

18.5 If Tenant fails to timely exercise its right to acquire the Property under the terms of this agreement, then Landlord will be entitled to Transfer the Property according to the terms of the offer to the third party offeror.

18.6 If Tenant elects to acquire the Property and if any element of the consideration specified in the offer is not cash or deferred purchase money (e.g., an exchange of property or performance of covenants other than the payment of money), then Tenant may elect to have the non-monetary consideration appraised by an independent MAI appraiser and pay Landlord the cash value of the non-monetary consideration in lieu of the performance of the non-monetary obligation specified in the offer.

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18.7 The right of first refusal created by this lease does not apply to any bona fide sale or conveyance of the Property by Landlord to any partnership, limited partnership, joint venture, corporation, or other entity in which Landlord owns and controls at least 50 percent of the ownership interest, or to any transfer as a result of the bona fide estate plan of Landlord if Landlord is an individual. However, this right of first refusal will survive any such exempted transfers and shall be binding upon the transferee.

19. Miscellaneous.

19.1 Landlord's right of entry; liability for use of Property.

19.1.1 The Landlord may go on the Property at any time to inspect the Property, provided Landlord does so in a reasonable manner which does not harm the growing crops or interfere with the farming activities of Tenant.

19.1.2 Landlord shall be responsible to pay Tenant for any damage or interference caused by Landlord or by persons on the Property through authority (whether direct or indirect) granted by Landlord.

19.2 Covenants of title.

Landlord covenants that Landlord owns the Property and that Landlord has full right and authority to lease the premises described herein for the stated Term.

19.3 Assignment and sublease.

Upon written notice to the Landlord, Tenant may assign this lease or sublease any portion of the Property.

19.4. Attorney's fees.

In case litigation is instituted to enforce or interpret the terms hereof, the losing party shall pay to the prevailing party its reasonable attorney's fees and court costs, its expert witness fees, and costs of any necessary title reports, as may be determined as reasonable by the court, including all such costs, attorneys fees, and expenses as may be incurred on appeal.

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19.5 Venue/jurisdiction.

The parties agree that unless the law compels otherwise, venue for any lawsuit arising out of, or related to, this lease shall be in Umatilla County. It is further agreed that exclusive jurisdiction for any litigation shall be in the Circuit Court of the State of Oregon, the parties permanently waiving the jurisdiction of any other court.

19.6 Amendments.

This lease shall be enforced as written. It may be modified or amended only by a writing signed by both parties.

19.7 Successors in interest.

Subject to the limitation on assignment by Tenant, this lease shall be binding upon and inure to the benefit of the parties, their successors and assigns.

19.8 Non-waiver.

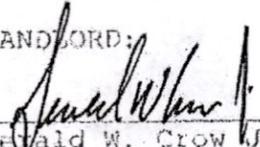
Failure by either party to require performance by the other of any term of this lease shall not be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

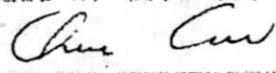
19.9 Water Development Projects.

Tenant acknowledges Landlord's interest in participating in water development projects. Tenant shall provide periodic updates on local water development projects to Landlord.

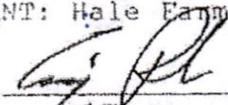
The parties have entered into this lease and by their signatures state their intent to be bound by its terms as of January 1, 2017.

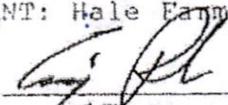
LANDLORD:


Gerald W. Crow Jr.


Charee Crow

TENANT: Hale Farms LLC

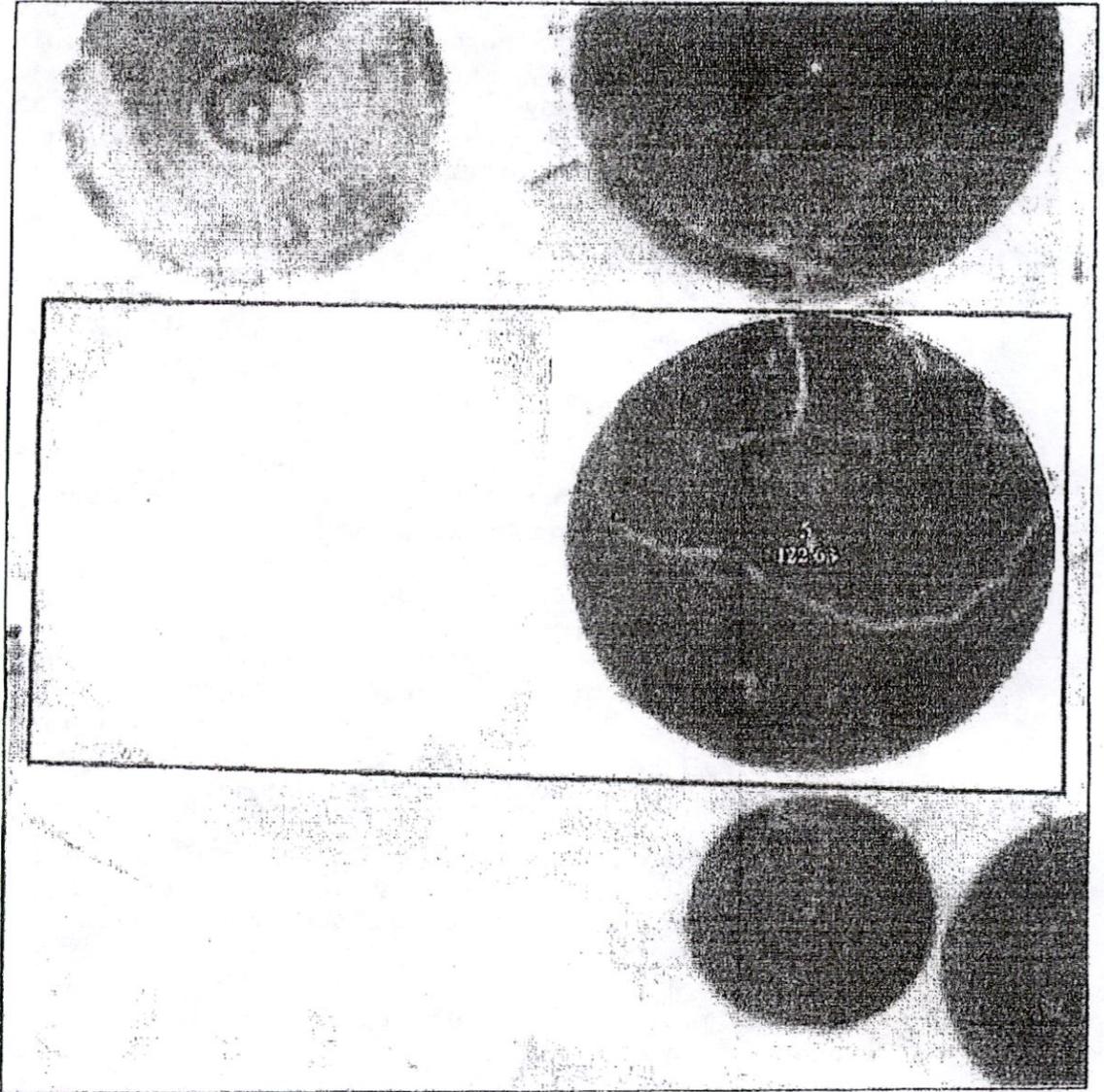
By: 

Its: 

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EXHIBIT A



USDA United States Department of Agriculture
Farm Service Agency



Umatilla County, OR
Farm: 1673
Tract: 746

Wetland Determination Identifiers

- Restricted Use
- ▽ Limited Restrictions
- Exempt from Conservation Compliance Provisions
- Bedion Boundary
- CUJ Boundary

THIS MAP IS THE PROPERTY OF THE U.S. DEPARTMENT OF AGRICULTURE. IT IS LOANED TO YOU BY THE FARM SERVICE AGENCY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE U.S. DEPARTMENT OF AGRICULTURE ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE U.S. DEPARTMENT OF AGRICULTURE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS MAP. THE U.S. DEPARTMENT OF AGRICULTURE IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS MAP.

1" equals 724'

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Attachment 5
Supplemental Form D

Supplemental Form D

Water Right Transfers Within the Boundaries of or Served by an Irrigation District or other Water Supplier (Association, Ditch Co., etc.)

[For transfers submitted under OAR Chapter 690 Division 380]



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

The Department requires non-district applicants to communicate with districts/water suppliers during the planning and preparation of transfer applications involving water rights having a point of diversion or appropriation (POD/POA), or place of use (POU) for irrigation, served by or located within the boundaries of an irrigation district, or other type of water supplier to which assessments are paid. In some cases, consent will be required from the district or water supplier.

This form must be included with any permanent or temporary transfer application that involves rights served by or located within the boundaries of a district or other type of water supplier.

1. APPLICANT INFORMATION

NAME FARMLAND RESERVE, INC.			PHONE (HM)
PHONE (WK) 509-222-8621	CELL JENS RASMUSSEN		FAX
ADDRESS PO Box 2308			
CITY PASCO	STATE WA	ZIP 99302	E-MAIL** AGNW.LAND@AGRINW.COM CC: NATURALRESOURCES@FARMLANDRESERVE.ORG

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2. DISTRICT or WATER SUPPLIER INFORMATION

DISTRICT/WATER SUPPLIER NAME EAST IMPROVEMENT DISTRICT			PHONE (HM)
PHONE (WK)	CELL		FAX
ADDRESS 495 EAST MAIN STREET			
CITY HERMISTON	STATE OR	ZIP 97838	E-MAIL**

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** By providing an e-mail address, the applicant and/or the district/water supplier consents to receive all correspondence from the Department electronically. Copies of final order documents will also be mailed.

3. WATER RIGHTS ISSUED IN THE NAME OF, or LOCATED WITHIN, or SERVED BY AN IRRIGATION DISTRICT, OTHER DISTRICT, OR WATER SUPPLIER

a. List the water right(s) involved in this transfer:

	Application / Decree	Permit / Previous Transfer	Certificate	Is the water right in the name of a district, water supplier, or BOR*?
1.		-	97218	YES <input type="checkbox"/>
2.		-		YES <input type="checkbox"/>

Attach additional pages for additional water rights if necessary.

*Bureau of Reclamation

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- b. Determine a district's/water supplier's connection to your points of diversion (POD) or appropriation (POA), and/or if your use is or will be for irrigation determine the same for your place of use (POU).
 [You may need to consult with your district/water supplier.]

CURRENT ASSOCIATIONS Please answer the following "yes" or "no" questions:

- YES NO One or more of the current POD(s) / POA(s) involved in the transfer are served by a district/water supplier or rely on BOR water.
- YES NO All or a portion of the current POU as proposed in this transfer is for irrigation and receives water for either primary or supplemental irrigation from the district/water supplier; i.e., your right is for irrigation and is currently layered with district or BOR water supplied irrigation right(s).

PROPOSED ASSOCIATIONS Please answer the following "yes" or "no" questions:

- YES NO One or more of the proposed POD(s) / POA(s) involved in the transfer are currently served or will be served by a district/water supplier if the transfer is approved or rely on BOR water.
- YES NO All or a portion of the proposed POU involved in this proposed transfer is for irrigation and currently receives or will receive either primary or supplemental irrigation from the district/water supplier; i.e., your proposed POU will become layered with a district/water supplier or BOR water supplied irrigation right(s).

COMMENTS OR ADDITIONAL INFORMATION: The point of diversion and a portion of the water system used to divert and deliver water to the place of use for Certificates 97218 is owned and operated by the East Improvement District. The water rights themselves, however, are owned by the applicant.

4. APPLICANT'S SIGNATURE

(1) I certify that I have notified the district/water supplier about the proposed water right transfer application by [check one]:

- email, phone, postal mail, in person, or other (please specify) _____

(2) I certify that to the best of my knowledge the information contained in this Supplemental Form D is true and accurate.



Applicant Signature

Brent Clayton, Vice President

Name (print)

1/27/2026

Date

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5. (WHEN REQUIRED) DISTRICT or WATER SUPPLIER CONSENT TO THE PROPOSED WATER RIGHT TRANSFER

District Manager or Water Supplier consent is required if any box on this form is marked "YES."

The district/water supplier certifies the following:

(1) The district/water supplier has reviewed the applicant's proposed water right transfer application and maps; and

(2) The district/water supplier consents to the proposed water right transfer application.

YES NO After proof of completion, the confirming water right certificate is to remain in the name of the U.S. Bureau of Reclamation or the district/water supplier.

YES NO The district/water supplier will be responsible for submitting the claim of beneficial use prepared by a Certified Water Rights Examiner (CWRE).

Carl St. Hilaire

Signature of District Manager /Water Supplier

Carl St. Hilaire, President EID

Name (print), Title

12/15/2025

Date

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Attachment 6
Land Use Information Form

Land Use Information Form



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

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NOTE TO APPLICANTS

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In order for your application to be processed by the Oregon Water Resources Department (OWRD), this Land Use Information Form must be completed by a local government planning official in the jurisdiction(s) where your water right will be diverted, conveyed, used, and developed. The planning official may choose to complete the form while you wait or return the "Receipt Acknowledging Request for Land Use Information" to you. Applications received by OWRD without the Land Use Information Form, or the signed receipt, will be returned to you. **IMPORTANT:** Please note that while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for OWRD's acceptance of all other applications. Please be aware that your application cannot be approved without land use approval.

This form is **NOT** required if:

- 1) Water is to be diverted, conveyed, and used on federal lands only; **OR**
- 2) The application is for a water right transfer, allocation of conserved water, exchange, permit amendment, or ground water registration modification, and **all** of the following apply:
 - a. The existing and proposed water use is located entirely within lands zoned for exclusive farm-use or within an irrigation district;
 - b. The application involves a change in place of use only;
 - c. The change does not involve the placement or modification of structures, including but not limited to water diversion, impoundment, distribution facilities, water wells and well houses; **and**
 - d. The application involves irrigation water uses only.

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NOTE TO LOCAL GOVERNMENTS

OWRD

The person presenting the attached Land Use Information Form is applying for a new water right or modifying an existing water right. The Oregon Water Resources Department (OWRD) requires applicants to obtain land use information to ensure the water right does not result in land uses that are incompatible with your comprehensive plan. Please complete the form and return it to the applicant for inclusion in their application. **NOTE:** For new water right applications only, if you are unable to complete this form while the applicant waits, you may complete the "Receipt Acknowledging Request for Land Use Information" and return it to the applicant.

You will receive notice via OWRD's weekly Public Notice once the applicant formally submits their request to OWRD. The notice will give more information about OWRD's water right process and provide additional comment opportunities. If you previously only completed the receipt for an application for a new permit to use or store water, you will have 30 days from the Public Notice date to complete the Land Use Information Form and return it to OWRD. Your attention to this request for information is greatly appreciated. If you have questions concerning this form, please contact OWRD's Customer Service Group at 503-986-0900 or WRD_DL_customerservice@water.oregon.gov.

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Land Use Information Form

OWRD



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

NAME Farmland Reserve, Inc.; Attn: Jacob Fullerton			PHONE (509) 947-6188	
MAILING ADDRESS PO Box 2308				
CITY Pasco	STATE WA	ZIP 99302	EMAIL jfullerton@agrinw.com	

A. Land and Location

Please include the following information for all tax lots where water will be diverted (taken from its source), conveyed (transported), and/or used or developed. Applicants for municipal use, or irrigation uses within irrigation districts, may substitute existing and proposed service-area boundaries for the tax-lot information requested below.

Township	Range	Section	¼ ¼	Tax Lot #	Plan Designation (e.g., Rural Residential/RR-5)	Water to be:	Proposed Land Use:
3N	29E	1	NWNE SWNE NENW NWNW SWNW SENW NESW NWSW SWSW SESW SWSE	100	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation
3N	29E	2	NENE SENE NESE SESE	100	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation
3N	29E	9	NWNE SWNE SENE NESE NWSE	500, 3404	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation
3N	29E	12	NWNE SWNE NENW NWNW SWNW SENW NESW NWSW NWSE	100, 3600	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation
3N	30E	1	NENW NWNW SWNW	200	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation

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			SENW				
3N	30E	2	NENE SENE	400	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation
3N	30E	3	NESW NWSW SWSW SESW	500	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation
3N	30E	7	NENE NWNE SWNE SENE NESE NWSE SWSE SESE	4000, 4600	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation
3N	30E	10	NENW NWNW SWNW SENW NESE SWSE SESE	800, 1600	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation
3N	30E	11	NESW NWSW SWSW SESW	1500	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation
3N	30E	14	NENE NWNE SWNE SENE NENW NWNW SWNW SENW NESW NWSW SWSW SESW	1900, 2000, 2100	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation
3N	30E	15	NENE NWNE SWNE SENE NENW NWNW SWNW SENW NESW NWSW NESE	1800, 1900	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation

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			NWSE SWSE SESE				
3N	30E	23	NENW NWNW	7700*	EFU	<input type="checkbox"/> Diverted <input type="checkbox"/> Conveyed <input checked="" type="checkbox"/> Used	Irrigation

List all counties and cities where water is proposed to be diverted, conveyed, and/or used or developed:

Umatilla County

NOTE: A separate Land Use Information Form must be completed and submitted for each county and city, as applicable.

B. Description of Proposed Use

Type of application to be filed with the Oregon Water Resources Department:

- Permit to Use or Store Water
 Water Right Transfer
 Permit Amendment or Ground Water Registration Modification
 Limited Water Use License
 Exchange of Water
 Allocation of Conserved Water

Source of water: Reservoir/Pond Ground Water Surface Water (name) _____

Estimated quantity of water needed: 0* cubic feet per second gallons per minute acre-feet

Intended use of water: Irrigation Commercial Industrial Domestic for _____ household(s)
 Municipal Quasi-Municipal Instream Other _____

Briefly describe:

This temporary transfer proposes to move the place of use for Certificate 97218 water rights on a temporary basis of 5 years. *This transaction is requesting no additional water than what is authorized under the certificate involved.

Note to applicant: For new water right applications only, if the Land Use Information Form cannot be completed while you wait, please have a local government representative sign the receipt on the bottom of page 4 and include it with the application filed with the Oregon Water Resources Department.

See Page 4 →

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For Local Government Use Only

The following section must be completed by a planning official from each county and city listed unless the project will be located entirely within the city limits. In that case, only the city planning agency must complete this form. This deals only with the local land use plan. Do not include approval for activities such as building or grading permits.

Please check the appropriate box below and provide the requested information

- Land uses to be served by the proposed water use(s), including proposed construction, are allowed outright or are not regulated by your comprehensive plan. Cite applicable ordinance section(s): UCDC 152.056 (A)
- Land uses to be served by the proposed water use(s), including proposed construction, involve discretionary land-use approvals as listed in the table below. (Please attach documentation of applicable land-use approvals which have already been obtained. Record of Action/land-use decision and accompanying findings are sufficient.) **If approvals have been obtained but all appeal periods have not ended, check "Being Pursued."**

Type of Land-Use Approval Needed (e.g., plan amendments, rezones, conditional-use permits, etc.)	Cite Most Significant, Applicable Plan Policies & Ordinance Section References	Land-Use Approval:	
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued
		<input type="checkbox"/> Obtained <input type="checkbox"/> Denied	<input type="checkbox"/> Being Pursued <input type="checkbox"/> Not Being Pursued

Local governments are invited to express special land use concerns or make recommendations to the Oregon Water Resources Department regarding this proposed use of water in the box below or on a separate sheet.

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Name: Charlet Hotchkiss Title: Planner I Received

Signature: Charlet Hotchkiss Date: 12-17-2025 FF 3 0 4 2026

Governmental Entity: Umatilla County Phone: 541-278-6283 OWRD

Receipt Acknowledging Request for Land Use Information

Note to Local Government Representative:
Please complete this form and return it to the applicant. **For new water right applications only**, if you are unable to complete this form while the applicant waits, you may complete this receipt and return it to the applicant. If you sign the receipt, you will have 30 days from the date of OWRD's Public Notice of the application to submit the completed Land Use Information Form to Oregon Water Resources Department. Please note while OWRD can accept a signed receipt as part of intake for an application for a new permit to use or store water, a completed Land Use Information Form is required for all other applications.

Applicant Name: _____

Staff Name: _____ Title: _____

Staff Signature: _____ Date: _____

Governmental Entity: _____ Phone: _____

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Attachment 7
Application Fee



Oregon Water Resources Department Transfer Fee Calculation for Temporary Transfer

- [Main](#)
- [Help](#)
- [Return](#)
- [Contact Us](#)

Today's Date: Tuesday, November 25, 2025

Fee Calculation

Base Fee (includes temporary change to one water right for up to 1 cfs)

\$1,425.00

Fill in information below-- Check each box that applies.

Enter total number of water rights included in transfer.

1

\$0.00

Check this box if you propose to change the place of use for a NON-irrigation use.

Check this box if you propose to change the place of use for an irrigation use.

Enter the number of acres in the footprint of the place of use to be transferred.

1860

\$7,626.00

(If a supplemental certificate also covers the same land as an included primary right, count the acreage only once.)

Total Transfer CFS(rounded up to the next whole cfs):

Subtotal:

\$9,051.00

The transfer is necessary to complete a project funded by the Oregon Watershed Enhancement Board (OWEB) under ORS 541.932.

The transfer is endorsed in writing by ODFW as a change that will result in a net benefit to fish and wildlife habitat.

Discount:

Check the box if you are submitting the application and map in a Department-approved digital format.

Transfer Fee:

\$9,051.00

[Return to Edit](#) [Clear](#)

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Supplemental Form U

For Water Right Transfers Involving Irrigation Within Portions of Morrow & Umatilla Counties



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

T2N, R26-R28	T3N, R26-R30
T4N, R26-R30	T5N, R27-R30

For transfers involving a change in place of use and/or character of use submitted under OAR Chapter 690, Division 380 or 385

1. APPLICANT INFORMATION

NAME Farmland Reserve, Inc.		PHONE (HOME)	
PHONE (WORK)	CELL 509-947-6188	FAX	
ADDRESS P.O. Box 2308			
CITY Pasco	STATE WA	ZIP 99302	E-MAIL** naturalresources@farmlandreserve.org

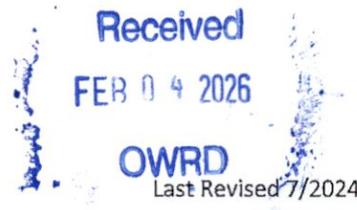
** By providing an e-mail address, the applicant and/or the district/water supplier consents to receive all correspondence from the Department electronically. Copies of final order documents will also be mailed.

2. PLEASE READ – EXPLAINS WHY THIS FORM IS NEEDED

Within certain portions of the Umatilla Drainage Basin (i.e., Umatilla Basin), irrigation water rights have been issued that provide for the special use of Columbia River water under certain conditions. These are collectively referred to as “Mid-C Water Rights,” managed by the Mid-Columbia Water Commission. These rights are in the names of Columbia Improvement District and East Improvement District.

Water may only be used under a Mid-C water right where “Planned Irrigation” activity under the Mid-C right has been described on maps filed with the Watermaster by February 14 for the upcoming irrigation season. “Planned Irrigation” activity is coordinated with the water user and is determined on an annual basis and is authorized for a single irrigation season at a time.

The purpose of this form is to make transfer applicants aware of potential effects to transfers when the authorized “off” or “from” lands or proposed “on” or “to” lands become temporarily layered with “Planned Irrigation” under a Mid-C managed water right for an irrigation season.



For more information, please read the permit conditions on any of the Mid-C water rights listed in Item #3, below.

3. DETERMINE LAYERING WITH Mid-C WATER RIGHTS – may require a plat card search @

https://apps.wrd.state.or.us/apps/wr/wrinfo/wr_platcard.aspx

West Side – all POU's mostly identical*

Application S-88161 / Permit S-55061

Application S-88162 / Permit S-54633

Application S-88288 / Permit S-55190*exception

Application S-88289 / Permit S-55192

East Side – all POU's mostly identical

Application S-88206 / Permit S-55114

Application S-88290 / Permit S-55262

Application S-88286 / Permit S-55263

Application S-88287 / Permit S-55167

YES NO Are any portions of the authorized OFF or proposed ON lands in the transfer application layered with one of the above identified Mid-C Water Rights?

IF NO, you are done. Sign under Item #5 to complete the form.

IF YES, provide the following additional information, and complete Item #4.

Mid-C Water Right Numbers (listed above) layered with lands in the transfer application:

Permits S-55114, S-55262, S-55263, and S-55167

Water Right(s) Numbers included in the transfer application which are layered with Mid-C Water Rights:

97218

4. RECOGNIZE POTENTIAL EFFECTS OF "PLANNED IRRIGATION" ON LAYERED LANDS IN TRANSFERS

YES In order to prevent enlargement, I understand the authorized place of use (the "from" or "off" lands) described in the transfer application, if layered with "Planned Irrigation" activity under the Mid-C water rights, may not be transferred off (unlayered) during the irrigation season (only) as described on the annual February 14 maps filed with the watermaster.

YES In order to prevent enlargement, I understand that the proposed place of use (the to" or "on" lands) described in the transfer application, if layered with "Planned Irrigation" activity under the Mid-C water rights, may not be transferred off (unlayered) during the irrigation season (only) as described on the annual February 14 maps filed with the watermaster.

COMMENTS OR ADDITIONAL INFORMATION:

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FEB 04 2026

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5. APPLICANT'S SIGNATURE

I certify I have read the contents of this form, and that to the best of my knowledge the information provided in this **Supplemental Form U** is true and accurate.



Applicant Signature

Brent Clayton, Vice President

Name (print)

1/27/2026

Date



January 15, 2025

Ms. Lisa Jaramillo
Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1271

Subject: Application for a Temporary Water Right Transfer
Certificates 97218, a water right held by Farmland Reserve, Inc.

Lisa:

On behalf of the applicant, Farmland Reserve, Inc., please find enclosed an application for a temporary water right transfer involving a portion of Certificate 97218 accompanied by a check in the amount of \$9,051.00 for payment of the application filing fee.

If you have any questions regarding the enclosed application, you can reach me at 503-967-7050 x204. Please copy me on any correspondence regarding this application.

Respectfully submitted,

Theodore Ressler, RG, CWRE
Summit Water Resources LLC

Cc: Jacob Fullerton

Enclosures:

Application for a Water Right Temporary Transfer involving Certificates 97218
Check # 42051 including the fee of \$9,051.00 for this transaction.

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Received

JAN 04 2026

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Received

JAN 20 2026

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