Application for Permanent Water Right Transfer

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

Part 1 of 4 – Permanent Water Right Transfer Application Minimum Requirements Checklist

This application <u>will be returned</u> if Parts 1 through Part 4 and all required attachments are not completed and included upon submittal.

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

☒	Part 1 – Completed Minimum Requirements Checklist.
☒	Part 2 – Completed Transfer Application Map Checklist.
☒	Part 3 – Completed Applicant Information and Signature. **(NOTE: If the applicant is a public agency, corporation or business, trust, or other organization, the title or authority of the person who signs the application on behalf of the entity and evidence of signatory authority or a signed statement that such authority exists must be included.)**
☒	Part 4 – Information about Water Rights to be Transferred: **How many water rights are to be transferred? <u>1</u> List them here: <u>97218</u>** Please include a separate Part 4 for each water right - see instructions on last page. **(NOTE: A separate transfer application is required for each water right unless the criteria in OAR 690-380-3220 are met.) Attachment 2**
☒	**Application Fee -** payable by check to the Oregon Water Resources Department (OWRD). The online fee calculator is located: https://apps.wrd.state.or.us/apps/wr/wr_transfer_calculator/permanent_transfer.aspx **(NOTE: If claiming a fee waiver, you must provide documentation showing that the proposed transfer qualifies for the fee waiver pursuant to OAR 690-380-3400.)**
<u>Required Attachments:</u>	
☒	Completed Transfer Application Map. **Attachment 1**
☒ ☐ N/A	Completed Evidence of Use Affidavit and supporting documentation. **Attachment 3**
☒ ☐ 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. **(NOTE: This form is not required if water is to be diverted, conveyed, and/or used only on federal lands or if <u>all</u> 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	Affidavit(s) of Consent from Deeded Landowner(s) or Deeded Water Right Holder(s) **(NOTE: only if the applicant does not own the land on which the water right is located or if the water right was severed from the land and conveyed separately to other individuals/entities.)**
☒ ☐ N/A	Supplemental Form D – For water rights served by or issued in the name of an irrigation district. **(NOTE: Complete when the transfer applicant is not the irrigation district.) Attachment 5**
☒ ☐ N/A	Supplemental Form U - For water rights <u>involving irrigation</u> within portions of Morrow & Umatilla Counties <u>only.</u> **Attachment 8**
☐	Affidavit of Voluntary Cancellation or Diminution. **(NOTE: only if application proposes to cancel or diminish a water right.)**
<u>Required Groundwater Attachments:</u>	
☐ ☒ N/A	Water Well Report/Well Log for changes in point(s) of appropriation (well(s)) or additional point(s) of appropriation.
☐ ☒ N/A	Geologist Report for a change from a surface water point of diversion to a ground water point of appropriation (well), if the proposed well is more than 500 feet from the surface water source and more than 1000 feet upstream or downstream from the point of diversion. See OAR 690-380-2130 for requirements and applicability.

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Part 2 of 4 – Permanent Water Right Transfer Application Map Requirements Checklist

The application <u>will be returned</u> if any of the map requirements listed below are not met.

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

<u>Check all boxes that apply.</u>

☒ ☐ N/A	Certified Water Right Examiner (CWRE) stamp and original signature. A digital stamp or seal and signature are acceptable, provided they meet OAR 690-014-0050. **NOTE:** CWRE stamp and signature are not required for substitutions. For a list of CWRE's, see http://apps.wrd.state.or.us/apps/wr/cwre_license_view/.
☐ ☒ N/A	If **more than three** water rights are involved, a separate map for each water right is required.
☒	Permanent quality printed with dark ink on polyester film or good quality paper. Maps may also be submitted as a PDF (portable document format) if they meet all other requirements.
☒	The preferred size is 8½ x 11 inches and should be no larger than 30 x 30 inches (one extra map copy is required for 30 x 30 inch maps). To request a waiver for a map larger than 30 x 30 inches, please send an email to mapwaiver@water.oregon.gov.
☒	A north arrow and a legend.
☒	Include the scale, which must be even-numbered and not exceed 1 inch = 1,320 feet. To request a waiver for a map scale that exceeds 1 inch = 1,320 feet , please send an email to mapwaiver@water.oregon.gov.
☒ ☐ N/A	**For uses other than municipal use, quasi-municipal use, and similar uses,** include Township, Range, Section, ¼ ¼, tax lot boundaries (property lines) and tax lot numbers, DLC, Government Lot, and other recognized public land survey lines.
☐ ☒ N/A	**If the use is municipal, quasi-municipal, or similar uses,** include Township, Range, Section, and service area boundaries. The map must also identify quarter-quarter (¼ ¼) sections but does not need to label the ¼ ¼.
☒	Major physical features including rivers, creeks, streams, lakes, reservoirs, ponds, roads and railroads. For any surface water on the map, indicate the direction of flow.
☒	All point(s) of diversion (POD for surface water), point(s) of appropriation (POA for wells/groundwater), or dam location(s) (or center of reservoir(s) if no dam exists) authorized by the water right(s), clearly labeled, shown by distance and bearing, or by coordinates (distance north/south and distance east/west) from a recognized public land survey corner. (This information can be found in the water right certificate or decree.) In addition, include latitude and longitude for each POD or POA in degrees-decimal with five or more digits after the decimal (example – 44.53764°) and the datum used (example – NAD 83, NAD 27 or WGS 84).
☒ ☐ N/A	If a change in point(s) of diversion (POD for surface water) or a change in point(s) of appropriation (POA for wells/ groundwater) is proposed, include the proposed location(s), clearly labeled, shown by distance and bearing, or by coordinates (distance north/south and distance east/west) from a recognized public land survey corner. In addition, include latitude and longitude for each POD or POA in degrees-decimal with five or more digits after the decimal (example – 44.53764°) and the datum used (example – NAD 83, NAD 27 or WGS 84).
☒	General location of main canals, ditches, flumes, pipelines, pumps, or other water delivery features used to transport water from the point(s) of diversion, point(s) of appropriation, and/or reservoir/pond to the place of use, including delivery features at the place of use.
☒	Place of use (POU) by Township, Range, Section, and ¼ ¼, that includes separate hachuring for lands affected by changes proposed in this transfer application, for lands left unchanged and not affected by this transfer application, for each water right, for each priority date, for each use, and served by each point of diversion (POD), point of appropriation (POA), and/or reservoir/pond (POD).
☐ ☒ N/A	For a place of use limited to a point, like a stock watering tank, include latitude and longitude for the place of use in degrees-decimal with five or more digits after the decimal (example – 44.53764°) and the datum used (example – NAD 83, NAD 27 or WGS 84).
☒ ☐ N/A	If the use is irrigation, nursery, cranberry, or other similar uses with acreage associated with it, the place of use must include the number of acres in each ¼ ¼ section, government lot, or in each ¼ ¼ section as projected within government lots, donation land claims, or other recognized public land survey subdivisions.
☐ ☒ N/A	If the use is supplemental irrigation, include the location(s) and water right reference number of the underlying primary right, registration, or claim.

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Part 3 of 4 –Permanent Water Right Transfer Application
Applicant Information and Signature

Applicant Information

APPLICANT/BUSINESS NAME			PHONE NO.	ADDITIONAL CONTACT NO.
Farmland Reserve, Inc.; Attn: Jacob Fullerton			509-947-6188	
ADDRESS				
PO Box 2308				
CITY	STATE	ZIP	E-MAIL	
Pasco	WA	99302	jfullerton@agrinw.com	

DOCUMENTS AND NOTIFICATIONS WILL BE SENT BY E-MAIL UNLESS REQUESTED OTHERWISE. HOWEVER, ANY PROPOSED FINAL ORDER WILL BE SENT BY CERTIFIED MAIL AND ANY CERTIFICATE BY STANDARD MAIL.

IMPORTANT NOTE - **Electronic forms of documents:** Beginning on April 1, 2026, and unless requested otherwise by the applicant, the Department will send documents and notifications associated with processing of applications in electronic form (i.e., by email). These emails may come from an automated system (wrd_automated_email@water.oregon.gov). **Consider adding this email address to your safe sender list. The department will send proposed final orders by certified mail and any remaining rights that may be issued by standard mail.**

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

AGENT/BUSINESS NAME			PHONE NO.	ADDITIONAL CONTACT NO.
Theodore R. Ressler, RG, CWRE / Summit Water Resources LLC			503-701-4535	
ADDRESS				
4784 SE 17th Avenue, Suite 111				
CITY	STATE	ZIP	E-MAIL	
Portland	OR	97202	tressler@summitwr.com	

DOCUMENTS AND NOTIFICATIONS WILL BE SENT BY E-MAIL UNLESS REQUESTED OTHERWISE. HOWEVER, ANY PROPOSED FINAL ORDER WILL BE SENT BY CERTIFIED MAIL AND ANY CERTIFICATE BY STANDARD MAIL. PLEASE SEE IMPORTANT NOTE ABOVE.

Explain in your own words what you propose to accomplish with this transfer application, and why:

The applicant is proposing to permanently change a portion of the place of use of and add an additional point of diversion for the entirety of Certificate 97218 for operational efficiency and flexibility.

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

Check One Box

☒ By signing this application, I understand that, upon receipt of the Initial Review (IR) and prior to Department approval of the transfer, I will be required to provide landownership information and evidence that I am authorized to pursue the transfer as identified in 690-380-4000(5)(b)(B); **OR**

☐ I affirm the applicant is a municipality as defined in ORS 540.510(3)(b) and that the right is in the name of the municipality or a predecessor; **OR**

☐ I affirm the applicant is an entity with the authority to condemn property and is acquiring by condemnation the property to which the water right proposed for transfer is appurtenant and have supporting documentation.

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By my signature below, I confirm that I understand:

- Prior to Department approval of the transfer application, if more than five (5) water rights would be injured as a result of my proposed transfer, then I will be required to submit payment to the Department pursuant to OAR 690-380-4020(3) for publication of a notice in a newspaper with general circulation in the area where the water right is located, once per week for two consecutive weeks. If more than one qualifying newspaper is available, I suggest publishing the notice in the following newspaper: _____.
- Amendments to the application may only be made in response to the Initial Review (IR). The applicant will have a period of at least 30 days to amend the application to address any issues identified by the Department in the IR, or to withdraw the application. **NOTE:** that amendments may be subject to additional fees, pursuant to ORS 536.050.
- Failure to complete an approved change in place of use and/or change in character of use, will result in loss of the water right (OAR 690-380-6010).

- Refunds may only be granted upon request and, as set forth in ORS 536.050(4)(a), if the Director determines that a refund of all or part of a fee is appropriate in the interests of fairness to the public or necessary to correct an error of the Department.
- Approval of the change(s) proposed in this application does not constitute a right to trespass upon property or ditches not owned or controlled by the applicant.

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

Signed by: Erik Jacobsen 02C6E509670E483...
Applicant signature

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Erik Jacobsen, Vice President
Print Name (and Title if applicable

8/17/2026
Date

Applicant signature

Print Name (and Title if applicable

Date

Is the person signing this application doing so on behalf of a public agency, corporation or business, trust, or other organization? ☒ Yes* ☐ No

If Yes evidence of signatory authority or a signed statement that such authority exists must be attached to this application.* **See Attachment 7

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 deeded landowners (and mailing and/or e-mail addresses if different than the applicant's) or attach affidavits of consent (and mailing and/or e-mail addresses) from all landowners or individuals/entities to which the water right(s) were conveyed.*

Check the following box that applies:

☒ The applicant is responsible for completion of change(s). Notices and correspondence should continue to be sent to the applicant.

☐ The receiving landowner will be responsible for completing the proposed change(s) after the final order is issued. Copies of notices and correspondence should be sent to this landowner.

☐ Both the receiving landowner and applicant will be responsible for completion of change(s). Copies of notices and correspondence should be sent to this landowner and the applicant.

At this time, are the lands in this transfer application in the process of being sold? ☐ Yes*** ☒ No

***If Yes, and you know who the new landowner will be, please complete the receiving landowner information table below. If you do not know who the new landowner will be, then a Request for Assignment form will have to be submitted to the Department at a later date.

If a property sells, the certificated water right(s) located on the land belong to the new owner, unless a properly recorded sale agreement or other document states otherwise. For more information see: https://www.oregon.gov/owrd/WRDFormsPDF/Transfer_Property_Transactions.pdf

RECEIVING LANDOWNER NAME			PHONE NO.	ADDITIONAL CONTACT NO.
ADDRESS				FAX NO.
CITY	STATE	ZIP	E-MAIL	
Describe any special ownership circumstances:				
The confirming Certificate shall be issued in the name of: ☐ Applicant ☐ Receiving Landowner				

☒ 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: Complete Supplemental Form D.)**

IRRIGATION DISTRICT NAME	ADDRESS	
East Improvement District	**495 East Main Street**	
CITY	STATE	ZIP
Hermiston	**OR**	**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 compatibility requirements, you must list the names and mailing addresses of all affected local governments, including but not limited to county, city, municipal corporation, or tribal governments within whose jurisdiction water will be diverted, conveyed and/or used.

ENTITY NAME	ADDRESS	
CITY	STATE	ZIP

ENTITY NAME	ADDRESS	
Umatilla County	**216 SE 4th St.**	
CITY	STATE	ZIP
Pendleton	**OR**	**97801**

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Part 4 of 4 – Permanent Water Right Transfer Application
Water Right POD Information – For Proposed Changes to a Surface Water Right ONLY

SURFACE WATER RIGHT CERTIFICATE # 97218 and name(s) appearing on the certificate: **Hale Farms LLC**

Water Right Information

Please check the appropriate box below and provide the requested information:

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☐ If the water right was certificated under a decree, please indicate:
- Name of Decree: _____

☒ If the water right was certificated through the permit process, please indicate:
- Permit # **S-37121** and the name(s) appearing on the permit: **Mikami Bros**

☐ If Proof of Appropriation under the water right has been determined by the Department, please indicate:
- Special Order Volume # _____, Page # _____ and the name(s) appearing on the Proof of Appropriation Special Order: _____

Table 1A-SW. Location of Existing Authorized Surface Water Point(s) of Diversion (POD(s))

Authorized POD Name or Number	Twp		Rng		Sec	¼	¼	Tax Lot, DLC, or Gov-Lot	Measured Distances (from a recognized survey corner)
POD 1 (Stahl Pump Station)	**5**	**N**	**30**	**E**	**8**	**SW**	**NW**	**-**	**2910 feet North and 120 feet East from the SW corner of Section 8**

Description of Water Delivery System

System capacity: **Stahl Pump Station = 138** ☒ Cubic Feet per Second (CFS) ☐ Gallons Per Minute (GPM) ☐ Acre-Feet (AF)

Describe the current water delivery system (or the system that was in place at sometime within the last five years) used to accomplish beneficial use under the water right. The description must demonstrate that the applicant is/was ready, willing, and able to exercise the water right. Include information on the capacity of pumps, canals, pipelines, and sprinklers used to divert, convey, and apply the water at the authorized place of use. Please provide as much detail as possible: **Surface water is diverted from a pump station located on the Columbia River, which consists of a fish screened intake and 12 vertical turbine pumps with a combined horsepower of 11,500. 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 1B-SW. Location of Proposed Surface Water POD(s) N/A

Proposed POD Name or Number	Proposed Change	Twp		Rng		Sec	¼	¼	Tax Lot, DLC, or Gov-Lot	Measured Distances (from a recognized survey corner)	Upstream from authorized POD(s)?
POD 2 (EID Pump Station)	☒ APOD ☐ POD	**5**	**N**	**30**	**E**	**8**	**SW**	**NW**	**-**	**2910 feet North and 210 feet East from the SW corner of Section 8**	☒ Yes ☐ No
	☐ APOD ☐ POD										☐ Yes ☐ No
	☐ APOD ☐ POD										☐ Yes ☐ No

Fish Screen Requirement

Does the proposed POD have an existing approved fish screen pursuant to ORS 540.525 or 540.532?

☒* Yes – If Yes, please, submit documentation of the approved fish screen with your application, such as any Oregon Department of Fish and Wildlife (ODFW) fish screening certification letter and/or passage approval letter.

***See attachment 10 for ODFW fish screening certification letter.**

☐ No – If No, please be aware that fish screening and passage may be required. If fish screen/passage approval is in process, please provide a copy of any preliminary ODFW fish screen and/or passage determination, as well as the name and contact information for the ODFW representative(s) with whom the applicant is working.

Part 4 of 4 Continued– Permanent Water Right Transfer Application
Water Right POD Information – For Proposed Changes to a Surface Water Right ONLY

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

Changes to Surface Water Point(s) of Diversion:

- ☐ Point of Diversion (POD) – the proposed POD will replace the existing authorized POD
- ☒ Additional Point of Diversion (APOD) – the proposed POD will be in addition to the existing authorized POD
- ☐ Surface Water POD to Groundwater POA (SW/GW) – proposed POA will replace the existing authorized POD
- ☐ Government Action POD (GOV) – the proposed POD is due to a government action (ORS 540.510(6))

Changes in Place of Use, Character of Use, and Supplemental to Primary Use:

- ☒ Place of Use (POU) - the proposed changes to the place of use will replace the authorized place of use
- ☐ Character of Use (USE) - the proposed changes to the character of use of the water right will modify the authorized character of use
- ☐ Supplemental Use to Primary Use (S to P) – supplemental (GW) irrigation replaces primary (SW) irrigation

Will ALL of the change(s) proposed above affect the entirety of the water right?

☐ Yes - If Yes, Complete only Table 2B-SW on next page.	☒ No - If No, Complete both Table 2A-SW and 2B-SW on next pages.

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Part 4 of 4 Continued– Permanent Water Right Transfer Application
Water Right POD Information – For Proposed Changes to a Surface Water Right ONLY

SURFACE WATER RIGHT CERTIFICATE # 97218

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Table 2A-SW. Description of Existing AUTHORIZED (the "from" or "off" lands) Place of Use, Character of Use, and Point(s) of Diversion appearing on the certificate BEFORE PROPOSED CHANGES to Water Right Certificate.

NOTE: List only that part or portion of the water right that will be changed.

Twp		Rng		Sec	¼	¼	Tax Lot, DLC, or Gov-Lot	Acres	Authorized POD Name from Table 1A-SW	Authorized Use	Priority Date
3	N	29	E	1	NE	NE	100	15.90	POD 1	IR	12/11/1973
3	N	29	E	1	NW	NE	100	30.40	POD 1	IR	12/11/1973
3	N	29	E	1	SW	NE	100	31.70	POD 1	IR	12/11/1973
3	N	29	E	1	SE	NE	100	17.60	POD 1	IR	12/11/1973
3	N	29	E	1	NE	NW	100	30.50	POD 1	IR	12/11/1973
3	N	29	E	1	NW	NW	100	38.70	POD 1	IR	12/11/1973
3	N	29	E	1	SW	NW	100	36.40	POD 1	IR	12/11/1973
3	N	29	E	1	SE	NW	100	18.70	POD 1	IR	12/11/1973
3	N	29	E	1	NE	SW	100	22.70	POD 1	IR	12/11/1973
3	N	29	E	1	NW	SW	100	40.00	POD 1	IR	12/11/1973
3	N	29	E	1	SW	SW	100	31.10	POD 1	IR	12/11/1973
3	N	29	E	1	SE	SW	100	39.00	POD 1	IR	12/11/1973
3	N	29	E	1	NE	SE	100	11.60	POD 1	IR	12/11/1973
3	N	29	E	1	NW	SE	100	40.00	POD 1	IR	12/11/1973
3	N	29	E	1	SW	SE	100	25.10	POD 1	IR	12/11/1973
3	N	29	E	1	SE	SE	100	11.00	POD 1	IR	12/11/1973
3	N	29	E	2	NE	NE	100	29.20	POD 1	IR	12/11/1973
3	N	29	E	2	NW	NE	100	34.00	POD 1	IR	12/11/1973
3	N	29	E	2	SW	NE	100	29.20	POD 1	IR	12/11/1973
3	N	29	E	2	SE	NE	100	33.30	POD 1	IR	12/11/1973
3	N	29	E	2	NE	SE	100	34.70	POD 1	IR	12/11/1973
3	N	29	E	2	NW	SE	100	38.10	POD 1	IR	12/11/1973
3	N	29	E	2	SW	SE	100	26.90	POD 1	IR	12/11/1973
3	N	29	E	2	SE	SE	100	33.10	POD 1	IR	12/11/1973
3	N	29	E	9	NW	NE	3404	3.60	POD 1	IR	12/11/1973
3	N	29	E	9	SW	NE	3404	37.50	POD 1	IR	12/11/1973
3	N	29	E	9	SE	NE	3404	0.60	POD 1	IR	12/11/1973
3	N	29	E	9	NW	SE	500	26.20	POD 1	IR	12/11/1973
3	N	29	E	11	NE	NE	300	40.00	POD 1	IR	12/11/1973
3	N	29	E	11	NW	NE	300	36.40	POD 1	IR	12/11/1973
3	N	29	E	11	SW	NE	300	7.00	POD 1	IR	12/11/1973
3	N	29	E	11	SE	NE	300	12.40	POD 1	IR	12/11/1973
3	N	29	E	11	NE	NW	300	30.70	POD 1	IR	12/11/1973
3	N	29	E	11	NW	NW	300	30.70	POD 1	IR	12/11/1973
3	N	29	E	11	SW	NW	300	27.20	POD 1	IR	12/11/1973

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3	N	29	E	11	SE	NW	300	26.00	POD 1	IR	12/11/1973
3	N	29	E	11	NE	SW	304	15.30	POD 1	IR	12/11/1973
3	N	29	E	11	NW	SW	304	23.00	POD 1	IR	12/11/1973
3	N	29	E	11	SW	SW	304	22.30	POD 1	IR	12/11/1973
3	N	29	E	11	SE	SW	304	22.90	POD 1	IR	12/11/1973
3	N	29	E	12	NE	NE	100	39.60	POD 1	IR	12/11/1973
3	N	29	E	12	NW	NE	100	38.20	POD 1	IR	12/11/1973
3	N	29	E	12	SW	NE	100	25.90	POD 1	IR	12/11/1973
3	N	29	E	12	SE	NE	100	22.30	POD 1	IR	12/11/1973
3	N	29	E	12	NE	NW	3600	32.60	POD 1	IR	12/11/1973
3	N	29	E	12	NW	NW	3600	28.00	POD 1	IR	12/11/1973
3	N	29	E	12	SW	NW	3600	35.90	POD 1	IR	12/11/1973
3	N	29	E	12	SE	NW	3600	36.70	POD 1	IR	12/11/1973
3	N	29	E	12	NE	SW	3600	29.30	POD 1	IR	12/11/1973
3	N	29	E	12	NW	SW	3600	25.40	POD 1	IR	12/11/1973
3	N	29	E	12	NE	SE	100	35.70	POD 1	IR	12/11/1973
3	N	29	E	12	NW	SE	100	39.90	POD 1	IR	12/11/1973
3	N	29	E	12	SW	SE	100	9.00	POD 1	IR	12/11/1973
3	N	29	E	12	SE	SE	100	10.10	POD 1	IR	12/11/1973
3	N	30	E	6	NW	NW	3000	44.70	POD 1	IR	12/11/1973
3	N	30	E	6	SW	NW	3000	51.30	POD 1	IR	12/11/1973
3	N	30	E	6	SE	NW	3000	3.50	POD 1	IR	12/11/1973
3	N	30	E	6	NE	SW	3000	35.50	POD 1	IR	12/11/1973
3	N	30	E	6	NW	SW	3000	39.50	POD 1	IR	12/11/1973
3	N	30	E	6	SW	SW	3000 & 4100	27.80	POD 1	IR	12/11/1973
3	N	30	E	6	SE	SW	3000 & 4100	23.30	POD 1	IR	12/11/1973
3	N	30	E	7	NE	NW	4100	27.70	POD 1	IR	12/11/1973
3	N	30	E	7	NW	NW	4100	29.10	POD 1	IR	12/11/1973
3	N	30	E	7	SW	NW	4100	11.40	POD 1	IR	12/11/1973
3	N	30	E	7	SE	NW	4100	10.70	POD 1	IR	12/11/1973
3	N	30	E	7	NW	SW	4200	49.10	POD 1	IR	12/11/1973
3	N	30	E	7	SW	SW	4200	37.10	POD 1	IR	12/11/1973
							TOTAL ACRES	1860			

For Irrigation Water Rights ONLY

Are there other water right certificates, water use permits or ground water registrations associated with the "from" lands ☐ Yes ☒ No

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If YES, list the certificate, water use permit, or ground water registration number(s):_____.

Pursuant to ORS 540.510, any "layered" water use such as an irrigation water right that is supplemental to a primary water right proposed for transfer must be included in the transfer or be cancelled. Any change to a ground water registration must be filed separately in a ground water registration modification application.

Additional remarks:_____

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Part 4 of 4 Continued – Permanent Water Right Transfer Application
Water Right Information – "TO" LANDS - Surface Water Right ONLY

SURFACE WATER RIGHT CERTIFICATE # 97218

Table 2B-SW. Description of PROPOSED (the "to" or "on" lands) Place of Use, Character of Use, and Point of Diversion changes (as applicable) to the Water Right as it would appear AFTER PROPOSED CHANGES are made. If more than one change is proposed, specify the acreage associated with each change. If there is more than one POD/APOD involved in the proposed changes, specify the acreage associated with each POD/APOD.

Twp		Rng		Sec	¼	¼	Tax Lot, DLC, or Gov-Lot	Acres	POD Name from Table 1B-SW	Change "Code"	Proposed Use (if a "USE" change)	Priority Date
3	N	29	E	1	NW	NE	100	0.07	POD 2	POU/APOD	N/A	12/11/1973
3	N	29	E	1	NW	NE	100	30.40	POD 2	APOD	N/A	12/11/1973
3	N	29	E	1	SW	NE	100	16.63	POD 2	APOD	N/A	12/11/1973
3	N	29	E	1	NE	NW	100	1.42	POD 2	POU/APOD	N/A	12/11/1973
3	N	29	E	1	NE	NW	100	30.50	POD 2	APOD	N/A	12/11/1973
3	N	29	E	1	NW	NW	100	38.63	POD 2	APOD	N/A	12/11/1973
3	N	29	E	1	SW	NW	100	33.61	POD 2	APOD	N/A	12/11/1973
3	N	29	E	1	SE	NW	100	15.94	POD 2	APOD	N/A	12/11/1973
3	N	29	E	1	NE	SW	100	5.84	POD 2	APOD	N/A	12/11/1973
3	N	29	E	1	NW	SW	100	39.83	POD 2	APOD	N/A	12/11/1973
3	N	29	E	1	SW	SW	100	26.25	POD 2	APOD	N/A	12/11/1973
3	N	29	E	1	SE	SW	100	34.86	POD 2	APOD	N/A	12/11/1973
3	N	29	E	1	SW	SE	100	1.52	POD 2	APOD	N/A	12/11/1973
3	N	29	E	2	NE	NE	100	10.86	POD 2	APOD	N/A	12/11/1973
3	N	29	E	2	SE	NE	100	18.35	POD 2	APOD	N/A	12/11/1973
3	N	29	E	2	NE	SE	100	12.57	POD 2	APOD	N/A	12/11/1973
3	N	29	E	2	SE	SE	100	0.13	POD 2	APOD	N/A	12/11/1973
3	N	29	E	9	NW	NE	3404	0.53	POD 2	POU/APOD	N/A	12/11/1973
3	N	29	E	9	NW	NE	3404	3.60	POD 2	APOD	N/A	12/11/1973
3	N	29	E	9	SW	NE	3404	37.09	POD 2	APOD	N/A	12/11/1973
3	N	29	E	9	SE	NE	3404	0.61	POD 2	POU/APOD	N/A	12/11/1973
3	N	29	E	9	SE	NE	3404	0.60	POD 2	APOD	N/A	12/11/1973
3	N	29	E	9	NE	SE	500 & 3404	0.22	POD 2	POU/APOD	N/A	12/11/1973
3	N	29	E	9	NW	SE	500	25.45	POD 2	APOD	N/A	12/11/1973
3	N	29	E	12	NW	NE	100	0.86	POD 2	APOD	N/A	12/11/1973
3	N	29	E	12	SW	NE	100	0.69	POD 2	APOD	N/A	12/11/1973
3	N	29	E	12	NE	NW	3600	30.84	POD 2	APOD	N/A	12/11/1973
3	N	29	E	12	NW	NW	3600	18.74	POD 2	APOD	N/A	12/11/1973
3	N	29	E	12	SW	NW	3600	34.67	POD 2	APOD	N/A	12/11/1973
3	N	29	E	12	SE	NW	3600	36.34	POD 2	APOD	N/A	12/11/1973
3	N	29	E	12	NE	SW	3600	27.43	POD 2	APOD	N/A	12/11/1973
3	N	29	E	12	NW	SW	3600	25.25	POD 2	APOD	N/A	12/11/1973
3	N	29	E	12	NW	SE	100	0.16	POD 2	APOD	N/A	12/11/1973
3	N	30	E	1	NE	NW	200	30.59	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	1	NW	NW	200	32.94	POD 2	POU/APOD	N/A	12/11/1973

3	N	30	E	1	SW	NW	200	30.95	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	1	SE	NW	200	30.99	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	2	NE	NE	400	0.13	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	2	SE	NE	400	0.08	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	3	NE	SW	500	14.35	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	3	NW	SW	500	21.49	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	3	SW	SW	500	33.15	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	3	SE	SW	500	21.53	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	7	NE	NE	4000	8.48	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	7	NW	NE	4000	16.85	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	7	SW	NE	4000	34.65	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	7	SE	NE	4000	18.62	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	7	NE	SE	4600	29.51	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	7	NW	SE	4600	29.69	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	7	SW	SE	4600	29.25	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	7	SE	SE	4600	28.04	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	10	NE	NW	1800	29.71	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	10	NW	NW	800	31.85	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	10	SW	NW	800	29.68	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	10	SE	NW	800	28.60	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	10	NE	SE	1600	0.09	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	10	SW	SE	1600	0.52	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	10	SE	SE	1600	0.50	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	11	NE	SW	1500	28.16	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	11	NW	SW	1500	30.60	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	11	SW	SW	1500	32.84	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	11	SE	SW	1500	31.30	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	NE	NE	2100	28.26	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	NW	NE	2100	0.62	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	SW	NE	2100	0.03	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	SE	NE	2100	0.69	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	NE	NW	2000	29.84	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	NW	NW	2000	30.13	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	SW	NW	2000	30.72	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	SE	NW	2000	31.68	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	NE	SW	1900	11.15	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	NW	SW	1900	14.03	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	SW	SW	1900	39.77	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	14	SE	SW	1900	36.73	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	NE	NE	1900	32.32	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	NW	NE	1900	34.19	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	SW	NE	1900	32.17	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	SE	NE	1900	30.96	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	NE	NW	1800	26.83	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	NW	NW	1800	27.81	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	SW	NW	1800	30.62	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	SE	NW	1800	30.00	POD 2	POU/APOD	N/A	12/11/1973

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3	N	30	E	15	NE	SW	1800	0.01	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	NW	SW	1800	0.01	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	NE	SE	1900	28.09	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	NW	SE	1900	29.64	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	SW	SE	1900	29.74	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	15	SE	SE	1900	30.46	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	23	NE	NW	7700	12.88	POD 2	POU/APOD	N/A	12/11/1973
3	N	30	E	23	NW	NW	7700	14.99	POD 2	POU/APOD	N/A	12/11/1973
							TOTAL ACRES	1860				

Additional remarks:

All To Lands identified in Table 2B-SW are proposed to use both POD 1 and POD 2.

The 1860 acres of To Lands include 557.64 acres with APOD changes and 1302.36 acres with APOD and POU changes.

For Place of Use and/or Character of Use Changes – Irrigation Water Rights ONLY

Are there other water right certificates, water use permits or ground water registrations associated with the "to" lands? ☐ Yes ☒ No

If YES, list the certificate, water use permit, or ground water registration number(s) that may become layered if the transfer is approved:_____. **NOTE: If water rights will be cancelled or diminished, you must submit a signed and notarized voluntary cancellation/diminution affidavit with your application.**

For Substitution of GW supplemental irrigation for SW primary irrigation (SUB) N/A

Groundwater supplemental irrigation Certificate # _____	Surface water primary irrigation Certificate # _____

For a change from Supplemental Irrigation Use to Primary Irrigation Use (S to P) N/A

Identify the primary certificate to be cancelled. Certificate # _____ **NOTE: If water rights will be cancelled you must submit a signed and notarized voluntary cancellation/diminution affidavit with your application.**

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Attachment 1
Permanent Transfer Map

Patch, Austin

From: EASTMAN Jeana M * WRD <Jeana.M.EASTMAN@water.oregon.gov>
Sent: Friday, July 31, 2026 12:04 PM
To: Patch, Austin
Cc: Ressler, Ted; JARAMILLO Lisa J * WRD; DAVIS Arla L * WRD; LUONGO Dante J * WRD; HENNEN Elyse D * WRD; SMITH Joan M * WRD; GREW Scott A * WRD
Subject: RE: Map Size Waiver Request
Attachments: 97218_To_Lands.pdf

Hi Austin –

I apologize and appreciate you catching my mistake! Cutting/pasting is helpful but not when done wrong.

I reviewed the attached 34" x 26" TO map you provided for a permanent transfer of C-97218. **With the addition of the delivery features at the place of use to meet OAR 690-305-0010(3)(d),** your proposal is acceptable and your request for a map waiver of the scale is hereby approved.

Thanks again,

Jeana Eastman, Transfer Program Advisor, 503.428.8297
Oregon Water Resources, 725 Summer St NE, Ste A, Salem OR 97301

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If there is magic on this planet, it is contained in water. ~Loren Eiseley

Changes on April 1, 2026 –Revised Applications and Forms / Default to Electronic Notifications

- Revised applications and forms reflecting new statutory and rule changes are now available on the Department's website at: Oregon Water Resources Department : All Agency Forms (PDF) : Forms : State of Oregon. The Department **will only accept** submissions completed on new applications/forms that indicate **"Revised 4/1/2026"** at the bottom of the page. Any submissions using old, prior versions of the applications/forms will be returned.
- Beginning April 1, 2026, the Department **will send documents and notifications** associated with the processing of an application **in electronic form** (i.e., **by email**) unless requested otherwise by the applicant. These emails may come from an automated system (wrd_automated_email@water.oregon.gov). Please consider adding this email address to your safe sender list. The Department will continue to send the Proposed Final Order by certified mail and any certificate by standard mail.

From: Patch, Austin <apatch@summitwr.com>
Sent: Friday, July 31, 2026 11:41 AM
To: EASTMAN Jeana M * WRD <Jeana.M.EASTMAN@water.oregon.gov>
Cc: Ressler, Ted <tressler@summitwr.com>; JARAMILLO Lisa J * WRD <Lisa.J.JARAMILLO@water.oregon.gov>; DAVIS

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Arla L * WRD <Arla.L.DAVIS@water.oregon.gov>; LUONGO Dante J * WRD <Dante.J.LUONGO@water.oregon.gov>; HENNEN Elyse D * WRD <Elyse.D.HENNEN@water.oregon.gov>; SMITH Joan M * WRD <Joan.M.SMITH@water.oregon.gov>; GREW Scott A * WRD <Scott.A.GREW@water.oregon.gov>
Subject: RE: Map Size Waiver Request

Hi Jeana,

Thanks for the response, but it seems that you have reviewed the incorrect map. There may be some confusion here as the map you shared with me (and approved) was for a temporary transfer that we requested a waiver for on 2/24/2026.

This is a new waiver request unrelated to the temporary transfer map you attached.

I've attached the map again to this email. The size of this map is 34" x 26". Can you write another waiver email for this specific map?

Also, thanks for the note on the delivery features; I will add text indicating that center pivots are used to apply water to the Place of Use under the map notes.

Thanks,

From: EASTMAN Jeana M * WRD <Jeana.M.EASTMAN@water.oregon.gov>
Sent: Friday, July 31, 2026 11:24 AM
To: Patch, Austin <apatch@summitwr.com>
Cc: Ressler, Ted <tressler@summitwr.com>; JARAMILLO Lisa J * WRD <Lisa.J.JARAMILLO@water.oregon.gov>; DAVIS Arla L * WRD <Arla.L.DAVIS@water.oregon.gov>; LUONGO Dante J * WRD <Dante.J.LUONGO@water.oregon.gov>; HENNEN Elyse D * WRD <Elyse.D.HENNEN@water.oregon.gov>; SMITH Joan M * WRD <Joan.M.SMITH@water.oregon.gov>; GREW Scott A * WRD <Scott.A.GREW@water.oregon.gov>
Subject: RE: Map Size Waiver Request

Hi Austin –

Thanks for contacting us.

I reviewed the attached "TO map" you provided with a 34" x 22" scale. I'm quite certain water is applied via a center pivot, however, **please add "the delivery features at the place of use" to meet OAR 690-305-0010(3)(d). With this addition to the map,** your proposal is acceptable and your request for a map waiver is hereby approved. (To meet this requirement, you could indicate a center pivot is used to apply water near the Map Features section.)

One item to note: the map waiver request did not include the FROM map. Please ensure the FROM map identifies the locations of the POU proposed for transfer and the remaining POU not involved in the transfer and let me know if a scale waiver is needed for that map.

Have a great weekend,

Jeana Eastman, Transfer Program Advisor, 503.428.8297
Oregon Water Resources, 725 Summer St NE, Ste A, Salem OR 97301

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If there is magic on this planet, it is contained in water. ~Loren Eiseley

Changes on April 1, 2026 –Revised Applications and Forms / Default to Electronic Notifications

- Revised applications and forms reflecting new statutory and rule changes are now available on the Department's website at: Oregon Water Resources Department : All Agency Forms (PDF) : Forms : State of Oregon. The Department **will only accept** submissions completed on new applications/forms that indicate **"Revised 4/1/2026"** at the bottom of the page. Any submissions using old, prior versions of the applications/forms will be returned.
- Beginning April 1, 2026, the Department **will send documents and notifications** associated with the processing of an application **in electronic form** (i.e., **by email**) unless requested otherwise by the applicant. These emails may come from an automated system (wrd_automated_email@water.oregon.gov). Please consider adding this email address to your safe sender list. The Department will continue to send the Proposed Final Order by certified mail and any certificate by standard mail.

From: Patch, Austin <apatch@summitwr.com>
Sent: Thursday, July 30, 2026 9:41 AM
To: EASTMAN Jeana M * WRD <Jeana.M.EASTMAN@water.oregon.gov>; WAIVER Map * WRD <mapwaiver@water.oregon.gov>
Cc: Ressler, Ted <tressler@summitwr.com>
Subject: Map Size Waiver Request

Good morning Jeana,

I've attached a draft map that will be included in a Permanent Transfer application for Certificate 97218. The size of this map is 34" x 26", which exceeds the map size limits specified in 690-380-3100(1)(d). I'm requesting a waiver to allow the use of a slightly larger map size for the Transfer we are preparing. Please advise.

Thanks,

Austin Patch, GIT | Staff Water Resources Consultant | Summit Water Resources, LLC
4784 SE 17th Ave, Suite 111, Portland, OR 97202 | P: 503.967.7050 | C: 814.359.6066 | apatch@summitwr.com | www.summitwr.com

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

Please print legibly or type. Be as specific as possible.
Use one affidavit for each water right.
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. Explain the specific grounds for your knowledge: _____

   ☒ Professional expertise. Explain the specific grounds for your knowledge: MANAGEMENT OF FARMING OPERATIONS FOR THE FARMS ASSOCIATED WITH THE WATER RIGHT

2. I attest that I have read and understand the terms and conditions of water use under Certificate # **97218**, and that I have attached copies of documents demonstrating beneficial water use consistent with those terms and conditions (i.e., documentation showing compliance with the terms and conditions of the right).

   Examples of documentation demonstrating compliance with the terms and conditions include, but are not limited to:
   - Information showing that a required water meter was installed
   - Copies of submitted static water level measurement reports (for groundwater sources)
   - Copies of submitted annual water use reports
   - Written confirmation from Oregon Department of Fish & Wildlife (ODFW) documenting installation of required fish screen(s)

3. I attest that water was beneficially used under Certificate # **97218** for the following purpose (e.g., crops, pasture, commercial use, industrial use, etc.): **CROPS**

4. I attest that water from the authorized source was diverted/appropriated, conveyed, and applied to the authorized place of use under Certificate # **97218** through the current water delivery system used to apply water or the system that was in place at some point within the five years prior to submittal of this Transfer Application.

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5. I attest that the following is a description of the water delivery system attested to in Item #4 above. Please check all applicable boxes below and include information that describes the type, model, dimensions (size/diameter, length, etc.) and delivery capacity, in cubic feet per second (cfs) or gallons per minute (gpm):

   ☒ Pump(s) in stream SEE BELOW

   ☐ Pump(s) in reservoir/pond _____

   ☐ Pump(s) in well(s) _____

   ☐ Headgate in stream/canal _____

   ☐ Headgate in reservoir pond _____

   ☐ Other (describe also include its general location in the description) _____

   ☐ Gravity Ditch _____

   ☒ Pipeline SEE BELOW

   ☒ Sprinklers SEE BELOW

   ☒ Other (also include its general location in the description)

   SURFACE WATER IS DIVERTED FROM A PUMP STATION LOCATED ON THE COLUMBIA RIVER, WHICH CONSISTS OF A FISH SCREENED INTAKE AND 12 VERTICAL TURBINE PUMPS WITH A COMBINED HORSEPOWER OF 11,500. 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.

6. Can you attest to beneficial water use under Certificate # **97218,** consistent with the terms and conditions of the water right, during the past five years on the **entire** place of use or a **portion** of the place of use?

   ☐ No [skip to Question 7]

   ☒ Yes, water was used on the **entire** place of use [skip to Question 8]

   ☐ Yes, my knowledge is specific to only the **portion** of the place use described below: [complete **Table 1** below, then go to Question 8]

Table 1. Description of Water Use

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

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7. I attest, as indicated under either **Item a.** or **Item b.** below, that:

a. Beneficial water use is evidenced by one of the following:

☐ Certificate # _____ confirming beneficial water use to perfect Permit # _____ was issued within the past five years. (**NOTE:** This cannot be a remaining right certificate.)

☐ Certificate # _____ confirming completion of a change in place of use, point(s) of diversion/ appropriation, or character of use authorized under Transfer Application #T-_____ was issued within the past five years.

☐ Part or all of the water right was leased instream at some point within the last five years. The instream lease number is: _____ (**NOTE:** If the entire right proposed for transfer was not leased, then additional evidence of use is needed for the portion not leased instream.)

☐ Water has been diverted at the actual current point of diversion for more than 10 years for beneficial use under Certificate # _____ (For Historic POD Transfers).

-OR-

b. Water was not used in the past 5 years, but the water right is not subject to forfeiture and documentation is attached to support the assertion that the presumption of forfeiture for nonuse would be rebutted under ORS 540.610(2) due to the following:

☐ Consistent with ORS 540.610(2)(e), the period of nonuse occurred during a period of time within which land was withdrawn from use in accordance with the Federal Conservation Reserve Program.

☐ Consistent with ORS 540.610(2)(h), the nonuse occurred during a period of time when I/we was/were using reclaimed water in lieu of using water under the water right.

☐ Consistent with ORS 540.610(2)(j), I/we was/were unable to make full beneficial use of the water because water was not available. During this time I/we had a facility capable of handling the full allowed rate and duty, and I/we was/were otherwise ready, willing and able to beneficially use the entire amount of water allowed under the water right.

☐ Consistent with ORS 540.610(2)(L), the nonuse occurred during a period of time within which the exercise of the water right was not necessary due to climatic conditions. During this time I/we had a facility capable of handling the full allowed rate and duty, and I/we was/were otherwise ready, willing and able to beneficially use the entire amount of water allowed under the water right.

☐ Consistent with ORS 540.610(2)(n), the nonuse of the supplemental water right occurred during a period of time when the primary water right used in conjunction with the supplemental water right was leased as an in-stream water right pursuant to ORS 537.348.

☐ Other (please explain and cite the statutory reference under ORS 540.610(2) that applies): _____

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8. I understand that if I do not attach one or more of the documents shown in **Table 2** below (see page 4) to support the above statements, my application will be considered incomplete.

Blaine Meek — Blaine Meek — 8/21/26

Affiant Signature | Printed Name | Date

JANET LETTRICK NOTARY PUBLIC STATE OF WASHINGTON COMM. NO. 191512 MY COMM. EXP. 03-24-29

Signed and sworn to (or affirmed) before me this 21st day of August, 2026.

Janet Lettrick

Notary Public for ~~Oregon~~ Washington

My Commission Expires: 3/24/29

Table 2. Supporting Documentation

Supporting Documents	Examples
A **confirming** water right certificate that was issued within the last five years. (**NOT** a remaining right certificate.)	• Copy of a water right certificate **confirming** the beneficial use of water under a Water Use Permit that shows date of issuance • Copy of a water right certificate **confirming** completion of a change in place of use, point of diversion/appropriation, or character of use authorized by an approved Water Right Transfer showing issuance date
Records such as Farm Service Agency (FSA) crop reports, irrigation district records, Natural Resources Conservation Service (NRCS) farm management plan, or records of other water suppliers	• 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 • Conservation Reserve Enhancement Program (CREP) Report
Dated satellite imagery, aerial photos or other photographs containing sufficient detail to establish location and date of photograph (i.e., dated aerial photographs)	• Multiple photos can be submitted to show different areas of a water right • If photograph does not print with a "date stamp" or without the source identified, the date of the photograph and source should be added Sources for dated aerial photos: OSU – https://www.oregonexplorer.info OWRD – https://www.oregon.gov/owrd Google Earth – https://earth.google.com/
Approved instream lease establishing beneficial use for instream purposes within the last 5 years	Copy of final order approving an instream lease that shows instream lease number and date of issuance
If water has not been beneficially used in the past 5 years, documentation showing the right is not subject to forfeiture under ORS 540.610. (**NOTE:** Refer to ORS 540.610(2) for rebuttals to the presumption of forfeiture.)	• Copy of an agreement or contract for the use of reclaimed municipal water • Contract showing the authorized place of use enrolled in the Conservation Reserve Enhancement Program (CREP). • Copy of the Governor's executive order declaring a drought in the county within which the water right is located
Any other documentation with sufficient detail to support the affidavit attesting to beneficial use during the past 5 years	

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Meters were installed at the point of diversion on the Columbia River, at the connection of Echo Irrigation District, and at all field diversions.

Meter Information for Stahl POD

Manufacturer	Serial #	Date Installed
Panametrics	7901	March 2010
Panametrics	7855	March 2010

Monthly water use reporting for Certificate 97218 is containing in Water User Report 63923 (https://apps.wrd.state.or.us/apps/wr/wateruse_query/wr_wur_wris_report.aspx?snp_id=225457) and in monthly water use reports that were prepared in consultation with, and submitted to, the OWRD Watermaster's office in Pendleton (see example attached).

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AGNW - BOARDMAN Farms

Circle C Acre-Feet From Water Sources 2020

New Field #	Serial #	Flow meter type	5-Nov	2-Mar	9-Mar	16-Mar	23-Mar	30-Mar	6-Apr	13-Apr	15-Apr	20-Apr	27-Apr	4-May	11-May	18-May	25-May	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun	6-Jul	13-Jul	20-Jul	27-Jul	3-Aug	10-Aug
520	10-01268-08	AcFt x .001	63.677	63.677								0.000	0.000	0.000	2.424	5.190	7.430	17.144	24.988	31.367	40.564	57.149	66.828	78.749	91.279	101.844	113.566	123.924
522	10-01267-08	AcFt x .001	930.06	930.06	930.202	942.544	951.336	966.083	967.726	984.163	986.844	0.297	20.360	38.504	54.771	63.554	68.080	76.547	81.408	88.998	89.029	89.029	89.029	89.029	89.029	89.029	89.029	89.029
523		AcFt x .001	834.525	834.525	834.525	834.525	834.525	834.525	834.525		839.325	839.325	839.325	839.325	841.930	844.434	846.638	860.040	877.376	888.892	899.077	916.042	936.034	955.816	974.817	993.5	13.552	29.468
525	10-01291-08	AcFt x .001	830.054	830.054	831.777	831.777	832.096	835.899	839.428	841.733	843.192	846.625	847.965	853.635	857.204	859.501	862.097	867.532	871.318	872.472	872.995	872.995	872.995	872.995	872.995	872.995	872.995	872.995
526	16-02146-08	Gallonsx100	23339000	23339000	23339000	23339000	23339000	23997900	24485200	24485200	24485200	24485200	24485200	24485200	25166200	25166200	25508800	26213000	26544000	27970100	30450500	33256000	36277900	40938800	45173900	48465000	51403500	55220700
527	10-01303-08	AcFt x .001	465.423	465.422	468.12		475.919	484.719	489.406	497.746	501.698	507.436	517.664	529.493	541.026	551.465	554.173	559.044	562.711	565.120	570.171	571.183	571.183	571.183	571.183	571.183	571.183	577.016
528	10-01297-08	AcFt x .001	586.888	586.888	586.888	586.888	586.888	586.888	586.888		591.861	591.861	591.861	593.100	599.055	599.055	603.016	618.458	639.216	650.152	662.659	675.084	690.513	717.348	739.487	762.012	779.220	796.021
529	10-01298-08	AcFt x .001	427.556			427.561	427.958	432.527	436.239	441.475	442.562	449.706	451.099	456.743	464.149	467.391	470.851	478.716	483.330	484.547	485.221	485.221	485.221	485.221	485.221	485.221	485.221	485.221
530	10-01270-08	AcFt x .001	540.14	540.14	540.167	547.344	552.963	563.451	569.963	579.353	585.424	589.311	606.395	617.537	624.622	637.059	640.226	644.057	644.057	647.556	649.895	649.895	649.906	649.906	649.906	649.906	649.906	649.906
531	10-01296-08	AcFt x .001	762.048	762.048								0.000	0.000	0.000	6.022	6.125	12.388	24.009	47.396	65.895	79.039	100.631	121.842	145.983	168.795	193.04	217.286	241.123
532	10-01307-08	AcFt x .001	245.82	245.82	249.924	251.551	252.481	261.409	265.800	271.689	276.459	288.392	291.390	301.226	310.235	315.597	319.596	330.783	337.500	340.575	342.924	342.924	342.924	342.924	342.924	342.924	342.924	342.924
533	fallow																											
535	12-00622-08	AcFt x .001	496.189	496.189	496.189	496.189	496.189	496.189	496.189	496.189	496.189	496.189	496.189	498.915	498.915	498.915	500.85	505.958	507.25	510.357	518.728	532.478	545.979	562.556	582.887	599.33	617.23	633.257
540	11-00954-08	AcFt x .001	496.279	496.279	498.151	505.174	511.128	521.81	526.278	537.890	542.928	551.914	565.852	581.512	598.878	614.028	621.374	626.356	631.194	636.623	643.712	644.412	644.412	644.412	644.412	644.412	644.412	648.971
541	10-01292-08	AcFt x .001	948.154	948.154	948.156	948.156	948.156	950.836		950.836	950.836	950.836	950.836	950.836	951.053	953.778	953.778	957.659	960.394	964.785	972.659	989.994	7.445	28.803	48.198	70.379	90.884	108.256
542	10-01302-08	AcFt x .001	287.602	287.602	287.602	294.142	299.075	307.672	310.474	319.910	324.368	331.759	341.831	356.965	372.554	383.797	388.314	395.165	399.479	401.618	407.194	407.309	407.309	407.309	407.309	407.309	407.309	407.309
543	fallow																											
547	10-01290-08	AcFt x .001	855.058	855.058	855.058	855.058	855.058	856.673		856.673	856.674	856.674	863.964	869.660	879.928	880.492	882.225	887.478	898.641	912.059	930.966	952.383	967.061	987.878	5.765	21.979	36.230	49.976
548	15-03990-08	Gallonsx100	29194800	29194800	32611400	33221400	34860600	37126000	39589400	40717700	42139100	46070000	50602200	53620400	58684400	62559600	64692000	67838000	73396800	78178400	83731100	87207300	87643000	87643000	87643000	87643000	87643000	87643000
551	20-03137-08	AcFt x .001												1.641	3.422	3.422	3.422	6.734	9.904	17.980	22.315	33.848	44.000	55.758	65.396	74.963	84.431	93.998
553	17-11128-08	AcFt x .001	419.409	419.409	419.409	419.409	419.409	419.409	419.409	423.524	427.049	440.513	456.246	472.501	488.180	504.170	512.538	531.858	553.837	569.182	585.858	604.975	607.145	607.145	607.145	607.145	607.145	607.813
555	17-11129-08	AcFt x .001	560.914	560.914	560.914	560.914	560.914	560.914	560.914	564.854	569.954	582.284	599.942	617.616	634.047	650.152	666.600	677.666	690.155	704.313	708.345	708.345	708.345	708.345	708.345	708.345	708.345	708.345
556	17-10702-08	AcFt x .001	492.450	492.450	492.245	492.245	492.245	492.245	492.245	495.635	496.805	496.805	497.786	497.786	504.113	507.206	510.494	526.341	552.921	566.143	584.763	601.455	630.000	660.523	680.325	700.128	718.204	736.151
558														2.612	4.783	5.538	5.538	10.084	15.729	23.258	35.940	47.644	59.170	70.442	81.522	92.818	103.810	112.174
559														1.374	4.407	5.984	5.984	8.643	13.849	20.557	30.436	43.303	53.117	63.000	73.147	83.844	93.521	104.390
560	10-01286-08	AcFt x .001	87.539	87.539	87.539	87.539	87.539	87.539	87.539	96.487	100.102	105.224	112.616	116.026	120.330	123.504	123.509	126.742	129.935	132.150	132.150	132.150	132.150	132.150	132.150	132.150	132.150	132.150
560 Drip	17-01659-06	Gallonsx100									33863100	33863100	33863100	36112900	36112900	36112900	36112900	36112900	39419000	40438000	44716000	52739300	58706000	64335000	71472600	78244000	84577000	90688800
561	10-012-03-08	AcFt x .001	327.655	327.655	327.665	327.655	327.655	327.655	327.655	327.655	327.655	330.432	334.068	335.957	339.657	387.478	387.487	392.530	399.069	409.033	424.003	434.487	448.185	459.347	471.845	482.123	498.591	510.807
562	10-01270-08	AcFt x .001	479.437	479.437	479.437	479.437	479.437	479.437	479.437	479.437	479.437	479.437	481.874	481.874	483.510	487.807	496.292	502.746	507.202	515.471	515.892	515.892	515.892	515.892	515.892	515.892	515.897	515.897
563		AcFt x .001	872.299	872.199	872.119	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199
564	10-01281-08	AcFt x .001	266.323																									
565	16-02145-08	Gal x 100	23527400	23527400	23527400	23527400	23527400	23527400	23527400	23527400	23527400	23527400	23527400	23586100	23586100	23618000	23618000	23631900	23784400	23784400	23943700	24294100	24301400	24308700	24311000	24721300	25556700	26416200
566	10-02444-06	AcFt x .001	504.398	504.398	504.398	504.398	504.398	504.398	504.398																			10622900
567	10-01829-08	AcFt x .001	255.351	255.351	255.351	255.351	255.388	255.388	255.405	255.405	255.405	257.429	257.429	259.097	260.611	260.611	260.611	261.108	265.432	267.981	272.816	284.081	297.137	314.703	334.840	351.869	369.095	387.035
568	10-01772-08	AcFt x .001	8.41	8.41	8.41	8.41	8.45	8.45	8.45	10.123	10.123	10.123	10.123	10.123	10.123	10.123	10.122	13.682	20.448	23.697	31.201	48.258	66.061	88.034	112.754	132.842	150.750	172.414
569	10-01282-08	AcFt x .001	642.736	642.736	642.736	642.736	642.736	642.736	642.736	642.736	642.736	644.261	647.735	649.147	651.050	652.208	652.347	654.956	662.360	669.715	681.613	693.304	706.198	715.098	724.657	740.955	752.821	762.365
570	10-01294-08	AcFt x .001	302.271	302.271	302.271	302.271	302.301	302.301	302.301	302.301	302.301			302.301	5.053	16.593	24.800	32.262	38.806	48.442	49.045	49.091	49.091	49.091	49.091	49.714	53.502	57.505
571	80-66710-01	AcFt x .001	890.758	890.758	890.758	890.758	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945
572	10-01306-08	AcFt x .001	755.897	755.897	755.897	755.897	755.897	755.897	755.897	758.082	758.078	758.078	758.078	760.620	763.223	767.247	769.226	781.892	792.249	807.299	823.105	841.882	857.985	877.758	894.742	911.727	929.414	944.936
573	10-01275-03	AcFt x .001	829.35	829.35	829.35	829.35	829.35	829.35	829.35	831.99	831.990	831.990	831.990	835.516	842.015	848.820	861.000	874.170	897.365	912.284	924.000	958.362	987.316	8.317	32.339	56.361	78.596	110.768
575		AcFt x .001	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997
575 Drip	1202897	Gallonsx100									37656100	37656100	37690800	39481000	0	0	0	0	0	3.91	14.91	32.13	53.15	76.92	102.36	125.43	150.31	171.89
576	10-01305-08	AcFt x .001	682.707	682.707	682.707	682.707	682.707	682.707	682.707	685.068	686.654	686.654	686.654	686.654	691.548	695.419	699.298	712.458	727.268	738.312	756.000	775.167	789.634	807.500	825.366	843.232	859.662	*873.571*
577	10-01301-08	AcFt x .001	936.64	936.64	936.64	939.59	943.46	949.77	955.41	964.009	965.059	971.316	980.264	988.978	998.006	6.314	9.756	15.379	18.110	20.943	20.971	20.971	20.971	20.971	20.971	24.036	26.854	30.677
640		AcFt x .001										755.628	761.128	766.628	766.628	766.628	766.628	766.628	766.628	770.099	779.890	792.116	807.227	818.450	835.436	852.423	872.222	895.269
641		AcFt x .001	84.607	84.607	85.257	85.261	86.086	88.564	90.491	94.642	96.853	100.554	108.433	116.221	123.236	133.031	137.442	145.097	150.979	156.123	164.855	167.367	169.180	169.180	169.180	169.180	169.180	169.180
642	10-0284	AcFt x .001	394.786	394.786						763.429	763.429	0.000	0.000	0.582	1.170	3.808	6.709	12.561	21.988	29.733	37.535	48.988	60.196	74.645	85.526	97.345	110.947	121.631
643	10-0127-08	AcFt x .001	626.787	626.787	629.221	635.166	635.505	648.282	653.466	664.006	665.246	674.090	690.464	701.570	717.759	730.174	735.826	747.122	761.078	773.890	789.776	804.128	807.143	807.143	807.143	807.143	819.596	819.596
650	10-10283-08	AcFt x .001	568.956	568.956	568.956	571.787	575.685	584.336	589.255	596.828	600.971	605.115	614.733	624.171	632.733	641.976	649.189	653.260	657.108	658.835	658.835	658.835	658.835	658.835	658.835	658.835	666.168	670.654	675.201
651	10-01277-08	AcFt x .001	951.882	951.882	951.882	957.457	961.589	972.634	977.35	987.688	991.810	995.932	8.058	20.434	30.246	37.657	42.450	47.227	51.585	53.700	53.700	53.700	53.700	53.700	53.700	53.700	53.700	53.700
653	10-01304-08	AcFt x .001	873.309	873.309	873.309	873.325	873.325	873.325	873.325	878.119	878.119	878.119	878.119	878.190	884.023	891.718	897.501	913.622	936.315	953.128	971.617	991.135	21.796	45.717	64.910	89.814	112.452	135.543
654	12-05189-08	AcFt x .001	637.544	637.544	637.544	637.544	637.544	637.544	637.544	640.882	641.083	641.285	641.285	641.285	646.688	653.822	658.406	670.943	691.432	705.994	722.677	745.616	765.951	786.409	802.850	823.760	842.294	*856.464*
655	10-01279-08	AcFt x .001	196.247	196.247	196.247	200.201	206.261	215.470	222.259	231.972	237.031	242.090	269.099	269.099	282.015	293.095	296.496	299.795	303.998	305.678	305.678	305.678	305.678	305.678	305.678	305.678	305.678	305.678
657	12-09090-08	AcFt x .001	607.029	607.029	607.229	610.323	614.298	614.298	614.298	620.192	624.542	628.892	640.242	640.242	643.625	646.547	646.547	649.356	649.356	650.235	652.244	652.244	652.244	652.244	652.244	652.244	652.244	652.244
657 Drip	18-03744-06	Gallonsx100									45515500	45618900	46199400	46199400	46199400	46199400	46199400	46199400	49957300	49965000	54530000	62856800	70715300	77653100	84513500	92899900	7242000	10916000
658	10-01308-08	AcFt x .001	208.581	208.581	208.581	208.581	208.581	208.581	208.581	208.581	209.982	211.384	211.384	211.384	211.384	211.384	211.348	211.384	219.449	222.733	229.570	244.864	260.537	282.310	304.181	310.770	320.055	339.295
35-3	85-8-379	Gallonsx100																										
36-3	10-07013-08	AcFt x .001																										

*Second flow meter for field using drip irrigation

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New Field #	Serial #	Flow meter type	17-Aug	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep	28-Sep	1-Oct	5-Oct	12-Oct	19-Oct	26-Oct	5-Nov
520	10-01268-08	AcFt x .001	131.644	138.225	143.233	148.356	150.771	153.112	155.233	155.233	155.233	155.233	159.228	163.501	167.731
522	10-01267-08	AcFt x .001	89.030	89.030	89.030	89.081	111.033	120.344	124.268	133.183	133.183	133.183	133.201	133.201	133.201
523		AcFt x .001	42.653	54.507	66.431	75.819	82.319	84.123	85.518	85.518	85.518	89.336	95.574	103.969	109.832
525	10-01291-08	AcFt x .001	872.995	872.995	875.271	878.517	885.244	886.506	886.668	886.668	886.675	886.657	886.675	886.675	886.675
526	16-02146-08	Gallonsx100	58678800	62122800	66044700	66044700	67672400	68346100	69019800	69693500	69693500	69693500	69697500	69697500	69697500
527	10-01303-08	AcFt x .001	584.781	597.788	610.167	614.275	617.785	621.730	624.268	626.701	629.252	633.188	638.409	640.766	643.412
528	10-01297-08	AcFt x .001	806.969	816.893	820.726	830.364	835.435	835.435	835.435	835.435	835.435	840.794	848.838	854.656	862.312
529	10-01298-08	AcFt x .001	485.833	485.833	488.610	495.229	502.603	502.603	502.603	502.603	502.614	502.614	502.614	502.614	502.614
530	10-01270-08	AcFt x .001	649.906	649.906	677.617	685.240	687.324	688.944	689.201	691.844	693.872	697.303	697.327	697.327	697.327
531	10-01296-08	AcFt x .001	255.707	271.416	285.087	294.063	299.025	300.724	300.724	300.724	300.724	306.066	313.831	316.457	325.708
532	10-01307-08	AcFt x .001	342.924	342.924	343.424	355.123	365.578	373.833	377.290	377.290	377.301	377.301	377.301	377.301	377.301
533	fallow			0	6.879	8.613	13.835	15.079	18.363	19.778	21.207	22.794	24.715	25.355	26.179
535	12-00622-08	AcFt x .001	651.975	666.214	685.453	690.764	690.764	690.764	692.428	695.164	695.747	697.754	697.754	697.771	697.771
540	11-00954-08	AcFt x .001	662.447	675.405	690.191	707.188	717.446	719.041	725.493	730.320	735.965	741.054	746.632	751.548	754.087
541	10-01292-08	AcFt x .001	126.818	*145.8285*	164.839	164.839	186.233	175.029	180.932	180.932	180.941	180.941	180.941	180.941	180.941
542	10-01302-08	AcFt x .001	407.309	412.560	417.061	426.171	431.534	436.179	440.125	442.433	445.401	447.759	454.921	457.145	459.345
543	fallow			0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.930	25.184	31.626	35.813
547	10-01290-08	AcFt x .001	66.766	86.134	102.460	110.805	110.807	110.807	110.807	110.807	110.807	110.807	110.807	110.807	110.819
548	15-03990-08	Gallonsx100	87643000	87643000	88317300	90622700	94839500	98629800	98629800	98629800	98629800	98629800	98632900	98632900	98632900
551	20-03137-08	AcFt x .001	102.182	111.640	120.168	122.494	122.494	122.494	125.105	125.105	125.105	125.105	125.105	126.254	126.254
553	17-11128-08	AcFt x .001	607.813	607.813	607.813	627.079	644.592	650.812	662.195	664.680	664.680	664.680	664.680	664.680	664.680
555	17-11129-08	AcFt x .001	708.345	708.345	708.345	722.582	732.551	742.293	744.187	744.187	744.187	744.187	744.187	747.219	747.219
556	17-10702-08	AcFt x .001	752.968	767.421	781.869	786.551	796.139	796.139	801.626	804.274	806.552	808.514	808.514	808.514	810.409
558			124.196	135.334	146.854	148.912	148.912	148.912	148.912	153.257	157.982	160.171	167.191	175.356	175.356
559			114.173	125.305	133.502	133.502	136.872	138.811	145.697	146.691	148.239	150.221	150.221	153.157	153.157
560	10-01286-08	AcFt x .001	132.150	132.150	141.310	141.310	141.310	141.310	141.310	141.310	141.410	150.611	158.401	161.817	165.625
560 Drip	17-01659-06	Gallonsx100	96957800	98242400	98904500	Pulled					Gone	Gone	Gone	Gone	Gone
561	10-012-03-08	AcFt x .001	525.243	539.017	552.004	554.447	554.447	554.447	554.447	558.676	562.686	567.934	578.198	578.198	578.198
562	10-01270-08	AcFt x .001	515.897	515.897	515.897	515.897	515.897	515.897	515.897	517.067	517.067	517.067	517.067	517.067	517.067
563		AcFt x .001	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199	872.199
564	10-01281-08	AcFt x .001			0.009	0.009	0.009	0.009	0.009	0.767	0.767	0.767	0.767	0.767	0.767
565	16-02145-08	Gal x 100	27275800	27938100	28603000	29195000	29699600	29815300	29930200	29930200	30098700	30098700	30098700	30098700	30098700
566	10-02444-06	AcFt x .001	15173000	19760100	24044100	28681100	31423800	32159700	33378000	33378000	33378000	33378000	36763200	39424800	39424800
567	10-01829-08	AcFt x .001	406.094	*424.599*	443.103	459.910	459.910	463.910	468.075	472.239	472.239	472.239	472.257	472.257	472.257
568	10-01772-08	AcFt x .001	196.051	*218.276*	240.500	261.904	261.924	261.925	271.525	275.873	286.000	286.000	286.000	286.000	286.464
569	10-01282-08	AcFt x .001	774.114	785.422	790.766	798.766	798.766	798.766	798.766	800.198	809.016	813.694	821.491	821.491	821.491
570	10-01294-08	AcFt x .001	65.867	78.971	87.358	94.985	102.876	106.403	113.640	115.563	119.466	123.378	127.928	131.734	134.050
571	80-66710-01	AcFt x .001	893.945	*893.945*	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945	893.945
572	10-01306-08	AcFt x .001	*957.160*	969.384	979.164	985.301	992.792	993.073	997.355	997.355	999.419	0.939	0.939	6.313	8.073
573	10-01275-03	AcFt x .001	*123.053*	135.337	146.771	155.090	161.469	166.450	166.458	166.458	166.458	166.458	166.458	173.051	175.071
575		AcFt x .001	*589.997*	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997	589.997
575 Drip	1202897	Gallonsx100	193.39	197.41	203.36	Pulled									
576	10-01305-08	AcFt x .001	*887.480*	901.389	911.766	916.184	923.719	923.719	928.945	931.098	932.951	932.951	936.210	941.635	943.614
577	10-01301-08	AcFt x .001	37.946	52.021	57.576	59.412	65.867	71.596	77.175	78.822	81.625	82.801	87.710	89.199	90.989
640		AcFt x .001	920.074	*944.874*	968.658	993.475	14.299	29.256	43.048	50.736	51.043	60.914	60.914	60.926	60.926
641		AcFt x .001	169.180	169.327	186.231	186.233	186.233	190.000	193.418	198.763	198.763	198.778	198.778	198.778	198.778
642	10-0284	AcFt x .001	128.437	134.250	140.682	146.586	148.712	150.262	150.262	150.262	150.262	151.432	158.281	158.826	161.681
643	10-0127-08	AcFt x .001	824.485	829.257	839.527	842.443	855.595	858.153	860.761	863.346	868.528	873.770	879.000	884.000	889.246
650	10-10283-08	AcFt x .001	684.381	687.178	689.714	696.087	703.143	706.503	713.433	714.549	717.815	720.147	724.730	727.199	728.754
651	10-01277-08	AcFt x .001	53.700	53.700	53.700	75.918	95.673	95.683	99.978	102.324	104.670	106.076	106.076	106.076	106.076
653	10-01304-08	AcFt x .001	*150.793*	166.043	181.232	189.660	199.237	199.237	207.050	209.993	212.245	212.645	215.105	215.105	219.503
654	12-05189-08	AcFt x .001	*870.635*	888.805	900.949	907.622	913.816	916.351	921.379	923.858	926.309	926.356	927.184	927.341	927.474
655	10-01279-08	AcFt x .001	305.678	305.678	305.678	305.678	305.678	305.678	305.678	305.678	305.678	305.678	305.678	305.678	305.678
657	12-09090-08	AcFt x .001	652.244	652.244	652.244	661.674	661.674	661.674	661.674	661.674	661.674	663.017	663.017	665.860	665.860
657 Drip	18-03744-06	Gallonsx100	17947200	18255600	20561400	Pulled									
658	10-01308-08	AcFt x .001	359.394	370.380	383.519	397.461	397.467	397.470	398.239	398.240	398.241	398.243	398.244	398.244	398.244
35-3	85-8-379	Gallonsx100				54390500	61496800	65671900	67108400	67606500	69643700	70870900	72703000	73309700	73836000
36-3	10-07013-08	AcFt x .001				587.529	603.731	617.193	621.174	623.185	629.631	635.899	642.509	643.784	645.459

*Second flow meter for field using drip irrigation

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Pump Information for Stahl POD System

ID	Pump			Motor	
	Manufacturer	Model	Type	Manufacturer	Horsepower
Stahl Pump Station					
1	BJ	20MQX1H2 (3 stage)	Turbine	Yaskawa	1000
2	Layne	20 KKH (3 stage)	Turbine	US Motors	1000
3	Layne	20 KKH (3 stage)	Turbine	US Motors	1000
4	BJ	20MQX1H2 (3 stage)	Turbine	General Electric	1000
5	BJ	20MQX1H2 (3 stage)	Turbine	US Motors	1000
6	Layne	20 KKH (3 stage)	Turbine	US Motors	1000
7	Layne	15 H 277 (6 stage)	Turbine	US Motors	500
8	Layne	20 KKH (3 stage)	Turbine	US Motors	1000
9	BJ	20MQX1H2 (3 stage)	Turbine	Yaskawa	1000
10	Layne	20 KKH (3 stage)	Turbine	US Motors	1000
11	Layne	20 KKH (3 stage)	Turbine	US Motors	1000
12	BJ	20MQX1H2 (3 stage)	Turbine	General Electric	1000
Stahl Main Booster Pump Station					
1	Layne	26M790 (3 stage)	Turbine	Yaskawa	1000
2	Layne	26M790 (3 stage)	Turbine	US Motors	1000
3	BJ	20 KXH (1 stage)	Turbine	US Motors	1000
4	Layne	18NKH (3 stage)	Turbine	General Electric	1000
5	BJ	20 MQXH (2 stage)	Turbine	US Motors	1000
6	BJ	20 MQXH (2 stage)	Turbine	US Motors	1000
7	BJ	20 MQXH (2 stage)	Turbine	US Motors	500
8	BJ	20 MQL (2 stage)	Turbine	US Motors	1000
Stahl Booster Pump Station #3					
1	Layne	20NKL (1 stage)	Turbine	US Motors	250
2	Layne	16NKL (2 stage)	Turbine	US Motors	100
Farmland Reserve Main Booster Pump Station					
1	Cornell	6RB	Centrifugal	Baldor	125
2	Cornell	6RB	Centrifugal	Baldor	125
3	Cornell	6RB	Centrifugal	Baldor	125
4	Cornell	6RB	Centrifugal	Baldor	125

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Water Conveyance Mainlines

Mainline Size	Length	Type of Pipe	Buried or Above Ground
Stahl System Mainlines			
48-inch	24,000 feet	Steel	Buried
42-inch	4,000 feet	Steel	Buried
40-inch	920 feet	Steel	Buried
36-inch	4,240 feet	Steel	Buried
26-inch	5,870 feet	Steel	Buried
24-inch	9,550 feet	Steel	Buried
20-inch	7,420 feet	Steel	Buried
Farmland Reserve System Mainlines (off of the Stahl System)			
40-inch	5,500 feet	PVC	Buried
30-inch	16,190 feet	PVC	Buried
24-inch	12,240 feet	PVC	Buried
20-inch	2,730 feet	PVC	Buried
18-inch	8,990 feet	PVC	Buried
15-inch	10,920 feet	PVC	Buried
12-inch	10,700 feet	PVC	Buried

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OWRD

Attachment 4

Property Ownership and Legal Description

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 2018-6750311
Fee $106.00

Office of County Records

Steve Churchill

Records Officer
1084524 P3

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

1084524

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]

Received
SEP 08 2026
OWRD

PIONEER TITLE CO. 91974
126 SE COURT, PEND. OR 97801

14923 - 4821-7529-9695

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 7 day of August, 2018.

GRANTOR:

DAVID G. LORENZEN

KAREN C. LORENZEN

STATE OF Oregon)
:ss
COUNTY OF Umatilla)

On this 7th day of August, 2018, personally appeared before me David G. Lorenzen and Karen C. Lorenzen, as husband and wife, who executed the foregoing instrument, and acknowledged the instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

OFFICIAL STAMP
MARCIA MARIE ROSENBERG
NOTARY PUBLIC-OREGON
COMMISSION NO. 974189
MY COMMISSION EXPIRES APRIL 30, 2022

Notary Public

Received
SEP 08 2026
OWRD

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.

Received
SEP 08 2026
OWRD

State of Oregon
County of Umatilla

Instrument received
and recorded on
9/12/2019 1:07:18 PM

in the record of instrument
code type DE

Instrument number 2019-6900540
Fee $111.00

Office of County Records

Records Officer
1102923 P4

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

Received
SEP 08 2026
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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. 1102923
109 SW COURT, PEND. OR 97801

(2)

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]

Received
SEP 08 2026
OWRD

14923 -

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

OFFICIAL STAMP
GENNA MARIE BANICA
NOTARY PUBLIC-OREGON
COMMISSION NO. 975786
MY COMMISSION EXPIRES JUNE 11, 2022

Received
SEP 08 2026
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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

Records Officer

1055374 P40

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SEP 08 2026
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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

FATCO NCS 802179

SPECIAL WARRANTY DEED

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

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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SEP 08 2026
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E-RECORDED simplifile

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

Received
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FATCO NCS 804174

SPECIAL WARRANTY DEED

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

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]

Received
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DATED effective as of November 7, 2016.

GRANTOR:

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

By: _____
Name: Robert C. Hale
Its: Operating Manager

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 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.

OFFICIAL STAMP
MELISSA DALE JAFFEE
NOTARY PUBLIC-OREGON
COMMISSION NO. 954434
MY COMMISSION EXPIRES SEPTEMBER 28, 2020

_____
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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SEP 08 2026
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4849-5162-5787

GRANTOR:

H4 FARMS, INC.,
an Oregon corporation

By: _____
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.

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

OFFICIAL STAMP
MELISSA DALE JAFFEE
NOTARY PUBLIC-OREGON
COMMISSION NO. 954434
MY COMMISSION EXPIRES SEPTEMBER 28, 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 PORT ION LYING WITHIN THE COUNTY ROAD AND HIGHWAY RIGHTS-OF-WAYS.

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

TRACT 2

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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

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

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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.

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;

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SEP 08 2026
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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

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.

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SEP 08 2026
OWRD

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.

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

Received
SEP 08 2026
OWRD

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

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.

Received
SEP 08 2026
OWRD

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

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

Received
SEP 08 2026
OWRD

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

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

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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.

TRACT 22

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.

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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

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.

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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

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.

TRACT 28

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.

TRACT 31

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.

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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.

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.

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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.

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 OF 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.

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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.

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 BRETHREN 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.

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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

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)

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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,

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)

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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.

(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)

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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)

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)

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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,

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)

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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.

(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)

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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)

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)

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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)

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)

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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 County Records.

(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)

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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)

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)

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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

Records.
(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,

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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)

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)

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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 Recorder
(Affects Tracts 39 thru 41)

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 Umati lla 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)

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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)

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:

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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

County Records.
(Affects Undisclosed Location)

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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

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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.

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

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: _____
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.

OFFICIAL STAMP
KRISTA A. PRICE
NOTARY PUBLIC-OREGON
COMMISSION NO. 928538
MY COMMISSION EXPIRES MAY 14, 2018

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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14923 -

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°38'48" West along the North line of the Southeast Quarter of said Section 24, a distance of 750 feet; thence South 00°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°53'26" East, 951.62 feet) a distance of 972.71 feet; thence North 89°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°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°11'27" West along the East line of the Northeast Quarter of said Section 24, a distance of 750 feet; thence South 89°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°52'21" West, 888.51 feet) a distance of 905.67 feet; thence South 00°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°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.

Received
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OWRD

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°11'27" West along the West line of the Northwest Quarter of said Section 19, a distance of 750 feet; thence North 89°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°48'11" East, 876.69 feet) a distance of 892.66 feet; thence South 00°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°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°38'31" East along the North line of the Southwest Quarter of said Section 19, a distance of 750 feet; thence South 00°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°56'01" West, 938.52 feet) a distance of 958.64 feet; thence South 89°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°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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SEP 08 2026
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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, etux
   Recorded: July 20, 1956, Book 235, Page 696, Deed Records.
   (Tract 1)

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14923 - SEP 08 2026
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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, contained in Deeds,
Grantee State of Oregon, through its State Highway Commission
Recorded May 11, 1967, Book 289, Page 159 and
Recorded May 11, 1967, Book 289, Page 160, Deed Records. (Tract 1)

12. Easement, including the terms and provisions thereof,
Grantee Umatilla Electric Cooperative Association
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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SEP 08 2026
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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,
ALL TAX STATEMENTS SHALL BE
SENT TO:

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

Received
SEP 08 2026
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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

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: _____
Name: Robert C. Hale
Its: Operating Manager

Received
SEP 08 2026
OWRD

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.

OFFICIAL STAMP
KRISTA A. PRICE
NOTARY PUBLIC-OREGON
COMMISSION NO. 928538
MY COMMISSION EXPIRES MAY 14, 2018

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

14923 -

EXHIBIT A

(Legal Description of the Property)

Received
SEP 08 2026
OWRD

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°38'48" West along the North line of the Southeast Quarter of said Section 24, a distance of 750 feet; thence South 00°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°53'26" East, 951.62 feet) a distance of 972.71 feet; thence North 89°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°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°11'27" West along the East line of the Northeast Quarter of said Section 24, a distance of 750 feet; thence South 89°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°52'21" West, 888.51 feet) a distance of 905.67 feet; thence South 00°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°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.

Received
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Tract 3

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

Section 19: Northwest Quarter.

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Tract 4

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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.

Received
SEP 08 2026
OWRD

EXHIBIT B

(Permitted Encumbrances)

Received
SEP 08 2026
OWRD

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, etux
   Recorded: July 20, 1956, Book 235, Page 696, Deed Records.
   (Tract 1)

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OWRD

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, contained in Deeds,
Grantee State of Oregon, through its State Highway Commission
Recorded May 11, 1967, Book 289, Page 159 and
Recorded May 11, 1967, Book 289, Page 160, Deed Records. (Tract 1)

12. Easement, including the terms and provisions thereof,
Grantee Umatilla Electric Cooperative Association
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)

14923 -

Received
SEP 08 2026
OWRD

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)

Received
SEP 08 2026
OWRD

T3N R33E Sec 10 Tax Lot 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

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.

Received
SEP 08 2026
OWRD

14923 -

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

By: _____
Lawrence L. Lorenzen, President

Grantor:

Thelma Echanis
Thelma Echanis

Grantor:

Bruce Purcell
Bruce Purcell

Kim Hinkle
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

OFFICIAL STAMP
CHRISTINA J. MOORE
NOTARY PUBLIC - OREGON
COMMISSION NO. 946143
MY COMMISSION EXPIRES JANUARY 07, 2020

Received
SEP 08 2026
OWRD

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

OFFICIAL STAMP
RENEE J GRACE
NOTARY PUBLIC-OREGON
COMMISSION NO. 962359
MY COMMISSION EXPIRES MAY 08, 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

OFFICIAL STAMP
RENEE J GRACE
NOTARY PUBLIC-OREGON
COMMISSION NO. 962359
MY COMMISSION EXPIRES MAY 08, 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

OFFICIAL STAMP
RENEE J GRACE
NOTARY PUBLIC-OREGON
COMMISSION NO. 962359
MY COMMISSION EXPIRES MAY 08, 2021

Received
SEP 08 2026
OWRD

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
SEP 08 2026
OWRD

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.

Received
SEP 08 2026
14923 - OWRD

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

By: _____
Lawrence L. Lorenzen, President

Grantor:

Thelma Echanis
Thelma Echanis

Grantor:

Bruce Purcell
Bruce Purcell

Kim Hinkle
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

OFFICIAL STAMP
CHRISTINA J. MOORE
NOTARY PUBLIC - OREGON
COMMISSION NO. 946143
MY COMMISSION EXPIRES JANUARY 07, 2020

Received
SEP 08 2026
OWRD

STATE OF OREGON
COUNTY OF Umatilla

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

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

OFFICIAL STAMP
RENEE J GRACE
NOTARY PUBLIC-OREGON
COMMISSION NO. 962359
MY COMMISSION EXPIRES MAY 08, 2021

STATE OF OREGON
COUNTY OF Umatilla

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

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

OFFICIAL STAMP
RENEE J GRACE
NOTARY PUBLIC-OREGON
COMMISSION NO. 962359
MY COMMISSION EXPIRES MAY 08, 2021

STATE OF OREGON
COUNTY OF Umatilla

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

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

OFFICIAL STAMP
RENEE J GRACE
NOTARY PUBLIC-OREGON
COMMISSION NO. 962359
MY COMMISSION EXPIRES MAY 08, 2021

Received
SEP 08 2026
OWRD

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
SEP 08 2026
OWRD

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

Steve Chumbley

Records Officer

1081811 P4

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.

Received
SEP 08 2026
OWRD

[Signature and Acknowledgement to Follow]

14923 -

4846-6413-2198

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this 4th day of June, 2018.

GRANTOR:

Merle A Gehrke
MERLE A. GEHRKE

Patsy M Gehrke
PATSY M. GEHRKE

STATE OF Oregon)
:ss
COUNTY OF Umatilla)

On this 4th day of June, 2018, personally appeared before me Merle A. Gehrke and Patsy M. Gehrke, as husband and wife, as tenants in common, who executed the foregoing instrument, and acknowledged the instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal.

OFFICIAL STAMP
KRISTA ANNE PRICE
NOTARY PUBLIC-OREGON
COMMISSION NO. 974595
MY COMMISSION EXPIRES MAY 09, 2022

Krista Price
Notary Public

Received
SEP 08 2026
OWRD

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.

Received
SEP 08 2026
14923 - OWRD

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°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°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°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 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°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°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°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°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°34'29" West along the East line of said right-of-way, a distance of 24.03 feet; thence South 46°34'29" West, a distance of 80.78 feet; thence South 71°34'29" West, a distance of 303.39 feet; thence South 54°04'29" West, a distance of 167.38 feet; thence South 42°49'29" West, a distance of 229.31 feet; thence South 07°49'29" West, a distance of 334.86 feet; thence South 13°25'31" East, a distance of 257.57 feet; thence South 62°55'31" East, a distance of 204.98 feet; thence South 35°34'29" West, a distance of 144.33 feet; thence North 88°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°46'06" West along the East right-of-way line of said Lease, a distance of 33.75 feet; thence South 51°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°16'43", L = 45.79 feet, Long Chord that bears South 34°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°37'06", L = 34.92 feet, Long Chord that bears South 05°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°20'33", L = 849.69 feet, Long Chord that bears South 01°45'22" West, Long Chord = 814.67 feet); thence South 01°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°11'26" East and continuing parallel with the West line of said Section 3, a distance of 2,417.75 feet; thence North 88°27'49" East and parallel with the South line of said Section 3, a distance of 196.72 feet; thence South 02°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.

Received
SEP 08 2026
OWRD

State of Oregon
County of Umatilla
REC-DE

2022-7490253
11/10/2022 03:37:00 PM

Pgs=5 $25.00 $11.00 $10.00 $60.00 $10.00 **$116.00**

Office of County Records

Steve Churchill

UMATILLA COUNTY

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

Received
SEP 08 2026
OWRD

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

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]

Received
SEP 08 2026
OWRD

SELLER:

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

Ryan Reese, Trustee

Ryan Reese, Trustee

STATE OF OREGON)

:ss

COUNTY OF LINCOLN)

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)

:ss

COUNTY OF LINCOLN)

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

Received
SEP 08 2026
OWRD

4872-1655-3277

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.

Received
SEP 08 2026
OWRD

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 Reeords (Tract I)

Received
SEP 08 2026
OWRD

RECORDING REQUESTED BY:

Lawyers Title of Oregon, LLC

6000 Meadows Rd, Ste 100
Lake Oswego, OR 97035

State of Oregon
County of Umatilla
REC-DE

2025-04294
06/16/2025 03:10:01 PM

Pgs=3 $15.00 $11.00 $10.00 $60.00 **$106.00**

Office of County Records

Steve Churchill

UMATILLA COUNTY

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

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
SEP 08 2026
OWRD

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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STATUTORY WARRANTY DEED
(continued)

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

Dated: 12/16/25

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 Clackamas

This instrument was acknowledged before me on 12/16/2025 by Daniel R. Sharp and Betsy R. Sharp, as Trustees of The Sharp 2020 Trust Agreement dated February 20, 2020

Vicki Gillespie
Notary Public - State of Oregon

My Commission Expires: 8/25/2028

OFFICIAL STAMP
VICKI ANN GILLESPIE
NOTARY PUBLIC - OREGON
COMMISSION NO. 1051028
MY COMMISSION EXPIRES AUGUST 25, 2028

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State of Oregon
County of Umatilla
REC-DE

2022-7490387
11/17/2022 12:52:00 PM

Pgs=4 $20.00 $11.00 $10.00 $60.00 $10.00 **$111.00**

Office of County Records

Steve Churchill

UMATILLA COUNTY

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

PT 105030

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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, Granter 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]

14923 -

4867-9003-2958

GRANTOR:

Sherman Reese
SHERMAN REESE, an individual

STATE OF Washington)
:ss
COUNTY OF Spokane)

The foregoing instrument was acknowledged before me on November 15th, 2022, by SHERMAN REESE, an individual.

Jonathan K Smith Sr
Notary Public, State of Washington

JONATHAN KEOLOHA SMITH SR
Commission Expires 11-23-2023
NOTARY PUBLIC
License Number 20101075
STATE OF WASHINGTON

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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.

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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.

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- Renewed previous lease agreement except
- Terms & Conditions are the same
- ~~not~~ Assignment provision

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FARM LEASE (Dryland)

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.

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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, 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.

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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.

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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.

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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, 2012.

LANDLORD: Crow Family Properties an Oregon Limited Partnership

By: Gerald L. Crow
Its: General Partner

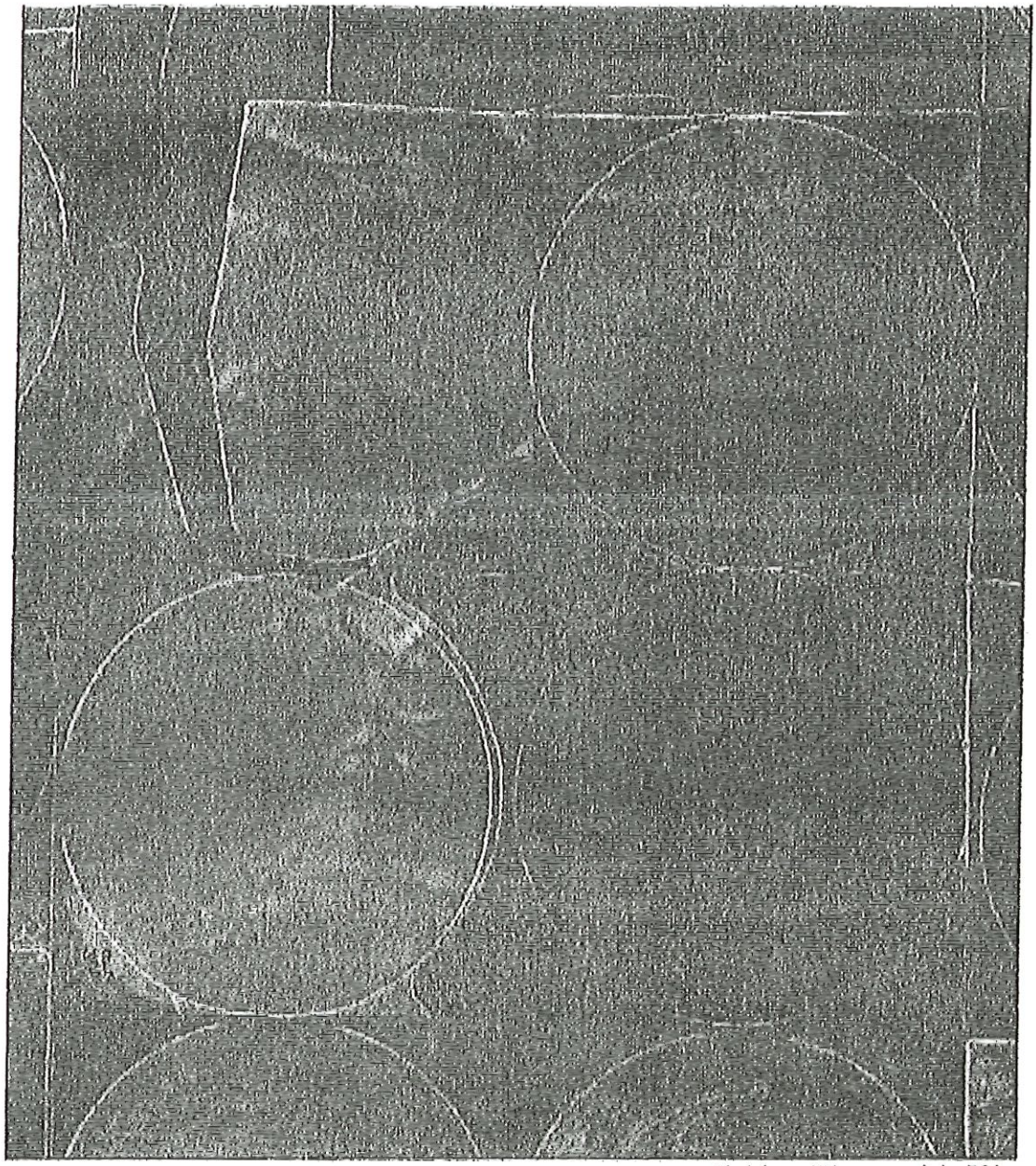
TENANT: Hale Farms LLC

By:
Its: CM

14923 -

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EXHIBIT A



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

FARM LEASE (Dryland)

Received
SEP 08 2026
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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.

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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.

Received
SEP 08 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 (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

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.

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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.

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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

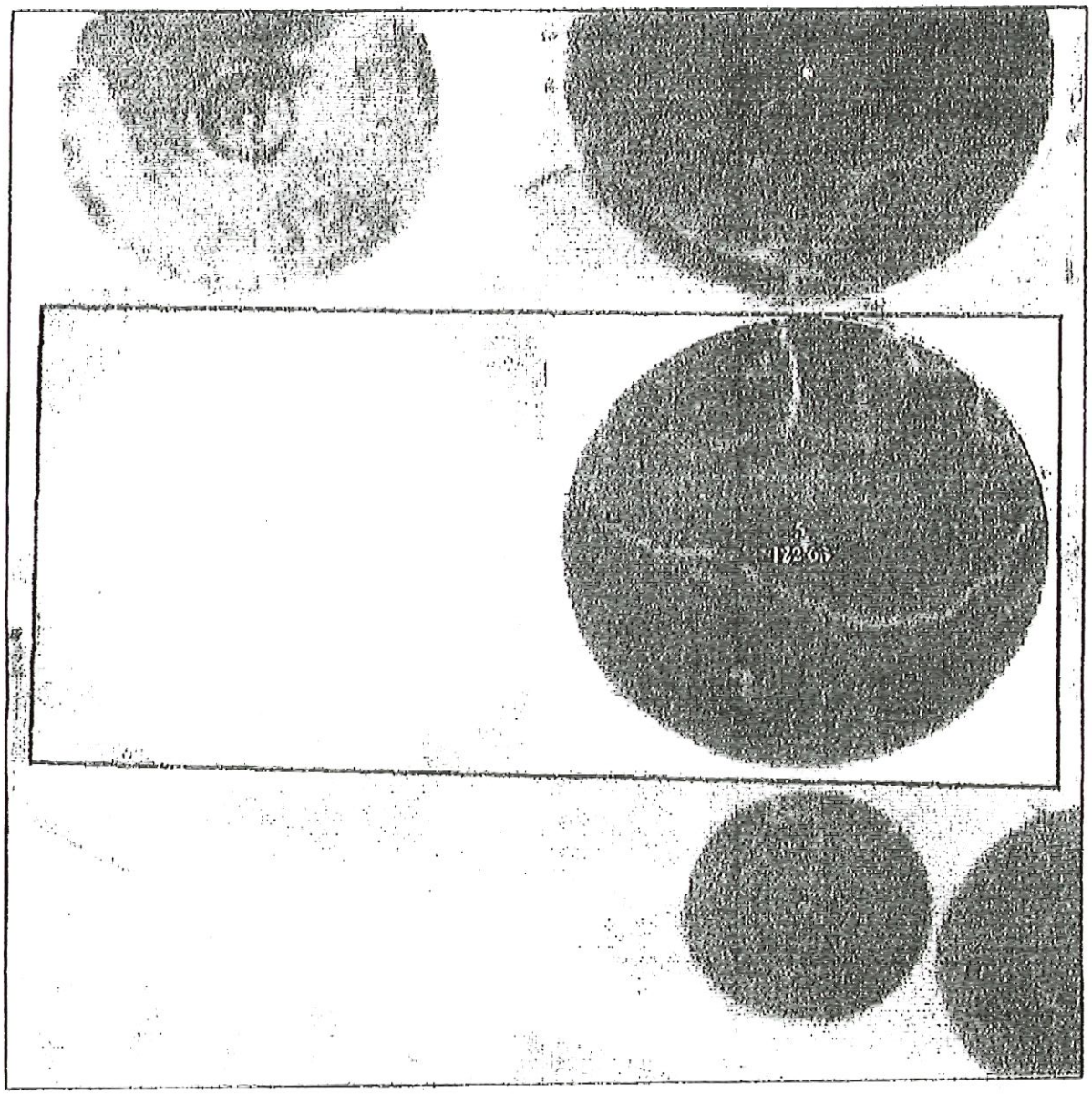
TENANT: Hale Farms LLC

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
- Section Boundary
- CLU Boundary

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

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				PHONE (HM)
Farmland Reserve, Inc.				
PHONE (WK)	CELL			FAX
509-222-8621	Jens Rasmussen			
ADDRESS				
P.O. Box 2308				
CITY	STATE	ZIP	E-MAIL**	
Pasco	WA	99302	AGNW.LAND@AGRINW.COM CC: NATURALRESOURCES@FARMLANDRESERVE.ORG	
DOCUMENTS AND NOTIFICATIONS WILL BE SENT BY E-MAIL UNLESS REQUESTED OTHERWISE. HOWEVER, ANY PROPOSED FINAL ORDER WILL BE SENT BY CERTIFIED MAIL AND ANY CERTIFICATE BY STANDARD MAIL.				

2. DISTRICT or WATER SUPPLIER INFORMATION

DISTRICT/WATER SUPPLIER NAME				PHONE (HM)
East Improvement District				
PHONE (WK)	CELL			FAX
ADDRESS				
495 East Main Street				
CITY	STATE	ZIP	E-MAIL**	
Hermiston	OR	97838		
DOCUMENTS AND NOTIFICATIONS WILL BE SENT BY E-MAIL UNLESS REQUESTED OTHERWISE. HOWEVER, ANY PROPOSED FINAL ORDER WILL BE SENT BY CERTIFIED MAIL AND ANY CERTIFICATE BY STANDARD MAIL.				

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 ☐
2.		-		YES ☐
3.		-		YES ☐

Attach additional pages for additional water rights if necessary.

**Bureau of Reclamation*

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SEP 08 2026

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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 Certificate 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, ☐ regular mail, ☐ in person, or ☐ other (specify)_____

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

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Applicant signature	Erik Jacobsen, Vice President	
	Print Name (and Title if applicable)	Date

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	Carl St. Hilaire, President EID	7/27/2026
District Manager/ Water Supplier Signature	Print Name (and Title if applicable)	Date

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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

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.

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1. APPLICANT INFORMATION

NAME			PHONE (HM)
Farmland Reserve, Inc.			
PHONE (WK) 509-222-8621	CELL Jens Rasmussen		FAX
ADDRESS P.O. Box 2308			
CITY Pasco	STATE WA	ZIP 99302	E-MAIL** AGNW.LAND@AGRINW.COM CC: NATURALRESOURCES@FARMLANDRESERVE.ORG
DOCUMENTS AND NOTIFICATIONS WILL BE SENT BY E-MAIL UNLESS REQUESTED OTHERWISE. HOWEVER, ANY PROPOSED FINAL ORDER WILL BE SENT BY CERTIFIED MAIL AND ANY CERTIFICATE BY STANDARD MAIL.			

2. DISTRICT or WATER SUPPLIER INFORMATION

DISTRICT/WATER SUPPLIER NAME			PHONE (HM)
East Improvement District			
PHONE (WK)	CELL		FAX
ADDRESS 495 East Main Street			
CITY Hermiston	STATE OR	ZIP 97838	E-MAIL**
DOCUMENTS AND NOTIFICATIONS WILL BE SENT BY E-MAIL UNLESS REQUESTED OTHERWISE. HOWEVER, ANY PROPOSED FINAL ORDER WILL BE SENT BY CERTIFIED MAIL AND ANY CERTIFICATE BY STANDARD MAIL.			

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 ☐
2.		-		YES ☐
3.		-		YES ☐

Attach additional pages for additional water rights if necessary.

**Bureau of Reclamation*

14923 -

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 Certificate 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, ☐ regular mail, ☐ in person, or ☐ other (specify)_____

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

Erik Jacobsen
Erik Jacobsen (Aug 31, 2026 09:31:47 MDT)
Applicant signature

Erik Jacobsen, Vice President
Print Name (and Title if applicable)

Received
SEP 08 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).

District Manager/ Water Supplier Signature

Carl St. Hilaire, President EID
Print Name (and Title if applicable) Date

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SEP 08 2026
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Attachment 6
Land Use Information Form

Land Use Information Form

OREGON WATER RESOURCES DEPARTMENT

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

RECEIVED
JUL 24 2026
UMATILLA COUNTY
COMMUNITY DEVELOPMENT

NOTE TO APPLICANTS

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. Applications received by OWRD without the Land Use Information Form will be returned to you. 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.

NOTE TO LOCAL GOVERNMENTS

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.

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 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

OREGON WATER RESOURCES DEPARTMENT

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

Received
SEP 08 2026
OWRD

NAME			PHONE
Farmland Reserve, Inc.; Attn: Jacob Fullerton			(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	¼¼	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	☐ Diverted ☐ Conveyed ☒ Used	Irrigation
3N	29E	2	NENE SENE NESE SESE	100	EFU	☐ Diverted ☐ Conveyed ☒ Used	Irrigation
3N	29E	9	NWNE SWNE SENE NESE NWSE	500, 3404	EFU	☐ Diverted ☐ Conveyed ☒ Used	Irrigation
3N	29E	12	NWNE SWNE NENW NWNW SWNW SENW NESW NWSW NWSE	100, 3600	EFU	☐ Diverted ☐ Conveyed ☒ Used	Irrigation
3N	30E	1	NENW NWNW	200	EFU	☐ Diverted ☐ Conveyed ☒ Used	Irrigation

			SWNW SENW				
3N	30E	2	NENE SENE	400	EFU	☐ Diverted ☐ Conveyed ☒ Used	Irrigation
3N	30E	3	NESW NWSW SWSW SESW	500	EFU	☐ Diverted ☐ Conveyed ☒ Used	Irrigation
3N	30E	7	NENE NWNE SWNE SENE NESE NWSE SWSE SESE	4000, 4600	EFU	☐ Diverted ☐ Conveyed ☒ Used	Irrigation
3N	30E	10	NENW NWNW SWNW SENW NESE SWSE SESE	800, 1600	EFU	☐ Diverted ☐ Conveyed ☒ Used	Irrigation
3N	30E	11	NESW NWSW SWSW SESW	1500	EFU	☐ Diverted ☐ Conveyed ☒ Used	Irrigation
3N	30E	14	NENE NWNE SWNE SENE NENW NWNW SWNW SENW NESW NWSW SWSW SESW	1900, 2000, 2100	EFU	☐ Diverted ☐ Conveyed ☒ Used Received SEP 08 2026 OWRD	Irrigation
3N	30E	15	NENE NWNE SWNE SENE NENW NWNW SWNW SENW NESW NWSW	1800, 1900	EFU	☐ Diverted ☐ Conveyed ☒ Used	Irrigation

14923 -

			NESE NWSE SWSE SESE				
3N	30E	23	NENW NWNW	7700	EFU	☐ Diverted ☐ Conveyed ☒ 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) Columbia River

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 permanent transfer proposes to move a portion of the place of use and add an additional point of diversion for the entirety of Certificate 97218 on a permanent basis.

*This transaction is requesting no additional water than what is authorized under the certificate involved.

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:
		☐ Obtained ☐ Being Pursued ☐ Denied ☐ Not Being Pursued
		☐ Obtained ☐ Being Pursued ☐ Denied ☐ Not Being Pursued
		☐ Obtained ☐ Being Pursued ☐ Denied ☐ Not Being Pursued
		☐ Obtained ☐ Being Pursued ☐ Denied ☐ 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.

Name: Bryce Fairchild Title: Planner II

Signature: Bryce Fairchild Date: 7/27/26

Government Entity: Umatilla County Planning Phone: 541-278-6250

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Attachment 7

Documentation of Signatory Authority

Print Date: 07/24/2026

This is not an official certificate of good standing.

Entity Information

Entity Name:	FARMLAND RESERVE, INC.	Entity Status:	Active
Business Type:	Domestic Nonprofit Corporation	Entity Status Details:	Current
Business ID:	1384090-0140		
Effective Date:	11/26/1997		
Entity Subtype:	N/A	Solicits Charitable Contribution:	No

Registered Agent Information

Name:	CORPORATE AGENT SERVICES, LLC
Street Address:	36 S STATE ST , STE 1900, Salt Lake City, UT, 84111, USA
Last Updated:	3/4/2026 9:30:09 AM

Principal Information

Title	Name	Address	Last Updated
Chairman of the Board	DOUGLAS L. ROSE	60 E. SOUTH TEMPLE, SUITE 1600, SALT LAKE CITY, UT, 84111, USA	03/04/2026
Director	SEAN DOUGLAS	50 E. North Temple 2WW, Salt Lake City, UT, 84150, USA	03/04/2026
Director	DOUGLAS L. ROSE	60 E. South Temple Street, Suite 1600, UT, 84111, USA	03/04/2026
President	DOUGLAS L. ROSE	60 E. South Temple, Suite 1600, UT, 84111, USA	03/04/2026
Vice President	BRENT J. CLAYTON	60 E. South Temple Street, Suite 1600, Salt Lake City, UT, USA	11/11/2025
Vice President	K. ERIK JACOBSEN	60 E. South Temple Street, Suite 1600, Salt Lake City, UT, USA	11/11/2025
Secretary	BRENT J. CLAYTON	60 E. South Temple Street, Suite 1600, Salt Lake City, UT, USA	11/11/2025
Vice President	WESLEY QUINTON	60 E. South Temple Street, Suite 1600, Salt Lake City, UT, USA	11/11/2025
Director	W. CHRISTOPHER WADDELL	50 E. North Temple 2WW, Salt Lake City, UT,	11/11/2025

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		84150, USA	
Officer	DAVID A. CHANNER	50 E. North Temple 2WW, Salt Lake City, UT, 84150, USA	11/11/2025
Director	L. TODD BUDGE	50 E. North Temple 2WW, Salt Lake City, UT, 84150, USA	11/11/2025
Officer	DOUGLAS H. MARTIN	50 E. North Temple 2WW, Salt Lake City, UT, 84150, USA	11/11/2025
Treasurer	PAUL L. ALLEN	60 E. SOUTH TEMPLE, SUITE 1600, SALT LAKE CITY, UT, 84111, USA	11/11/2025
Officer	KEVIN R. JERGENSEN	50 E. North Temple 2WW, Salt Lake City, UT, 84150, USA	11/11/2025

Address Information

Physical Address:	60 E. South Temple Street, Suite 1600, Salt Lake City, UT, 84111, USA	Updated Date:	03/04/2026
Mailing Address:	60 E. South Temple Street, Suite 1600, Salt Lake City, UT, 84111, USA	Updated Date:	03/04/2026

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Attachment 8
Supplemental Form U

Docusign Envelope ID: 05701D24-92CA-8720-80F6-9DCDDF97AD8B

Supplemental Form U

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

OREGON WATER RESOURCES DEPARTMENT
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-R3

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			PHONE	ADDITIONAL CONTACT NO.
Farmland Reserve, Inc.			509-947-6188	
ADDRESS				
P.O. Box 2308				
CITY	STATE	ZIP	E-MAIL	
Pasco	WA	99302	naturalresources@farmlandreserve.org	

DOCUMENTS AND NOTIFICATIONS WILL BE SENT BY E-MAIL UNLESS REQUESTED OTHERWISE. HOWEVER, ANY PROPOSED FINAL ORDER WILL BE SENT BY CERTIFIED MAIL AND ANY CERTIFICATE BY STANDARD MAIL.

2. PLEASE READ – EXPLAINS WHY THIS FORM IN 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 **M**id-**C**olumbia **W**ater **C**ommission. 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 POUs mostly identical*	East Side – all POUs mostly identical
Application S-88161 / Permit S-55061	*Application S-88206 / Permit S-55114*
Application S-88162 / Permit S-54633	*Application S-88290 / Permit S-55262*
*Application S-88288 / Permit S-55190*exception*	*Application S-88286 / Permit S-55263*
Application S-88289 / Permit S-55192	*Application S-88287 / Permit S-55167*

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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?

☑ Yes **IF YES - provide the following additional information, and complete Item #4.**

☐ No **IF NO - you are done. Sign under Item #5 to complete the form.**

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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:

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.

Signed by:
Erik Jacobsen
02C6E509670E483...
Applicant signature

Erik Jacobsen, Vice President
Print Name (and Title if applicable

Date

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Attachment 9
Application Fees

Oregon Water Resources Department
Transfer Fee Calculation for Permanent (Non-District) Transfer

Today's Date: Wednesday, July 1, 2026

Fee Calculation

Base Fee (includes one type of change to one water right for up to 1 cfs) $2,040.00

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

Types of Change Proposed:

- [x] Place of Use
- [x] Point of Diversion (POD)/Appropriation (POA); and/or Additional POD/POA; and/or SW POD to GW POD
- [ ] Character of Use $1,635.00

Enter total number of water rights included in transfer. 1 $0.00

- [ ] Check this box if you propose to add or change a well, or change from a surface water POD to a well.

Enter total number of groundwater wells (POAs) included in transfer. $0.00

- [ ] Check this box if you propose to change the place of use or character of use for a NON-irrigation right.
- [x] Check this box if you propose to change the place of use or character of use for an irrigation right.

Enter the following for the primary certificates on the land included in the transfer.
(If a supplemental certificate also covers the same land as an included primary right, only list the primary.)

Certificate #	Total acres in the water right	# of acres to be transferred	Total cfs in the water right certificate	OR	If certificate does not list cfs,enter 1/__ cfs per acre	Transfer cfs
97218	2039.0	1302.36	10.36			6.61719

Total Transfer CFS(rounded up to the next whole cfs): 7.00 $3,690.00

Subtotal: $7,365.00

Check each box that applies.

- [ ] 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:

Transfer Fee: **$7,365.00**

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Attachment 10

Fish Screening For Proposed APOD

Oregon
Kate Brown, Governor

Department of Fish and Wildlife
John Day Fish Screening and Passage
357 Patterson Bridge Rd.
P.O. Box 515
John Day, OR 97845
Voice: 541-575-0561
FAX (541) 575-0868
www.dfw.state.or.us/

October 16, 2020

Carl St. Hilaire
East Irrigation District Chairman
84186 Hwy 37
Hermiston, OR 97838

Dear Mr. Hilaire,

Your fish screen was inspected on 10/1/2020. In reference to water right applications S: 88206, 88286, 88290 this letter confirms that a National Marine Fisheries Service criteria fish screen as approved by ODFW is located on the property near GPS coordinates: 45.929749, -119.099148.

In regards to the inspection of the fish screen located on the Columbia River, the following has been determined:

1. The screen located at coordinates 45.929749, -119.099148 will use 5 Elgin Separation Solutions screens.
2. This screen system is approved for water use up to 250 CFS.
3. All screen and pump configurations meet National Marine Fisheries Service criteria at the time of inspection, any changes or modifications to the configurations will not be covered by this certification letter.
4. This screen is an end of pipe screen; therefore, no by-pass is required.

Please contact me if you have any questions regarding this letter.

Sincerely,

Nathaniel Ashley
Fish Screening and Passage Coordinator

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CC: Oregon Water Resources Department