



State of Oregon
Water Resources Department
725 Summer Street NE, Suite A
Salem, Oregon 97301-1266
(503) 986-0900

Application for Instream Lease

A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

Pursuant to ORS 537.348(2) and OAR 690-077

Optional Identification by Lessor/Lessee: _____

Lease Application Number (assigned by WRD): _____

This Lease is between:

Lessor #1:

Name Eric M Schwartz
Mailing address PO Box 1465
City, State, Zip Code Philomath OR 97370
Telephone number 541-929-3879
Email address eric@chestnuts.org

Lessor #2, 3, etc.

The water right to be leased is located in Benton County.

Lessee (if different than Oregon Water Resources Department):

Name _____
Mailing address _____
City, State, Zip Code _____
Telephone number _____
Email address _____

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SALEM, OREGON

Trustee:

Oregon Water Resources Department
725 Summer Street NE, Suite A
Salem, OR 97301-1266
(503) 986-0900

~I~ Water Right Holder and Water Right Information

1.1 Lessor #1 is the water right holder, or authorized agent for water right holder of the property located at: Township 10 N, Range 6 W, Section 20/21 and Tax Lot number 1100 and 1200. If the water right appurtenant to these lands is also appurtenant to lands owned by others who are not included in this application, then Attachment 1 (tax lot map), needs to be included.

- 1.2 Lessor #2 is the (Check one):
 Not applicable
 Official representative of _____, the irrigation district which conveys water to the subject water rights.
 Another party with an interest in the subject water rights representing _____.

- 1.3 For the water right(s) being leased, list all water rights appurtenant to the same lands. Indicate if there are any supplemental or overlying rights.

Certificate No. 54648 and 28041

- 1.4 Are some or all of the lands being leased part of a Conservation Reserve Enhancement Program. Yes No

1.5 **Water Rights Proposed to be Leased Instream.**

The first right to be leased identified in Section 1.3 is further described as follows:

Certificate No.: 28041

Priority date: 1957 Type of use: Irr

Legal Season of Use: _____

Is the entire water right certificate being leased? Yes No

If no, list the acres of the subject water right by legal description of township, range, section, and 1/4 1/4 which will be dried up as part of this lease, and include a map (Attachment 2) showing the lands which will not receive water.

Place of use: T __, R __, Section __, 1/4 1/4 - _____ acres to be leased

Enter additional places of use here, using format above:

_____ see attachment A

Page _____ (Identify page number of certificate, if certificate is greater than 10 pages.)

Number of acres being leased, if for irrigation: 116.7

Acre-feet of storage, if applicable: _____

Maximum rate associated with the right to be leased (cfs): 116

(Use additional lines if there is more than one rate associated with the water right.)

Maximum duty associated with the right to be leased (ac-ft): 2.5 acre Ft/acre

(Use additional lines if there is more than one duty associated with the water right.)

Conditions or other limitations, if any: _____

If you need to enter another leased right, please use the additional water rights form.

1.6 **Validity of rights.** Lessor(s) attests (mark one) that:

the water has been used over the past five years according to the terms and conditions of the water right certificate or as an instream water right or

the water has not been used over the past five years according to the terms and conditions of the water right certificate, however the water right is not subject to forfeiture under ORS 540.610(2)()(include necessary supporting documentation as Attachment 3).

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Application for Short-Term Instream Lease / 2

WATER RESOURCES DEPT
SALEM, OREGON

~II~ Instream Water Right Information

2.1 Public use. This lease will increase streamflows that will benefit:

- Conservation, maintenance and enhancement of aquatic and fish life, wildlife, and fish and wildlife habitat
- Pollution abatement
- Recreation and scenic attraction

2.2 Instream use created by lease. The instream use to be created is described as follows:

Luckiamute River
Tributary to *Willamette* in the *Willamette* Basin.

Describe the point of diversion (POD) and any associated reach(es) of the instream use being created. If possible list the reach by river mile. If no reach is identified, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD. (If more than one POD is listed on the certificate, then the POD and any associated reach(es) must be identified): *NWSE of Section 20 to mouth*

Maximum volume in acre-feet: *291.75 (291.75)*

Rate in cfs: *.16*

(Use the section below to indicate a more restrictive period of use than allowed by the water right.)

Conditions to prevent injury, if any:

- None
- The instream flow will be allocated on a daily average basis up to the described rate from _____ through _____.
- Other (describe): _____

If you need to enter more instream uses, please use the additional water rights form.

2.3 Term of lease. This lease shall terminate on *October 31, 2013*

2.4 Flow protection. The Trustee will regulate use of water from the source, subject to prior appropriation and the agency enforcement guidance, to assure the water is delivered to the point of diversion, and through the reach past junior downstream users, so long as flow is sufficient to meet the demand under priority date of the new instream use (see Section 2.2). As part of regulation activities the watermaster or a designee has access to the point of diversion and place of use for the water rights involved in this lease. No party is required to continuously measure the flow of the waterway described in Section 2.2.

~III~ Other Information

3.1 Accuracy. The Undersigned Lessor(s) and Lessee(s) declare that, to the best of their knowledge and belief, the information contained in this application is true, correct and complete. If after the lease order is signed, any information is determined to be false, the lease order may be modified or terminated. The lease only exercises the water rights being leased, for the term of the lease. It shall not be construed to overcome any claim that the water right may otherwise be subject to forfeiture for nonuse pursuant to ORS 540.610 during the period of time prior to the execution of the lease.

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- 3.2 Lease.** Lessor(s) and Lessee(s) agree to lease the water rights listed in Section(s) 1.5 for instream use for the term of this lease through Lessee to the Trustee, the Oregon Water Resources Department, pursuant to the provisions of ORS 537.348(2) and OAR 690-077.
- 3.3 Precedent.** If a right which has been leased is later proposed to be leased again or transferred to an instream use under ORS 537.348 and OAR 690-077 a new injury review shall be required, and a prior lease shall not set a precedent for the amount of water to be leased or transferred instream.
- 3.4 Suspension of original use.** During the period of the lease, the water right holder agrees to suspend use of water allowed under the subject water rights and under any water right that is supplemental to the subject water rights.
- 3.5 Termination provision.**
- For multiyear leases, the Lessor(s) shall have the option of terminating the lease each year with written notice to the Department. The lease may be terminated at any time during the calendar year. However, if the termination request is received less than 30-days prior to the period of allowed instream use or after the period of allowed use has begun for the water right(s) being leased, water may not be used under the right(s) leased until the following calendar year, unless the Director determines that enlargement would not occur. The Department may also require:
 - Written notice to the Department with original signatures;
 - Consent by all parties to the lease; and/or
 - Written notice to the Watermaster's office.
 - For multiyear leases, the lessor shall not have the option of terminating the lease, without consent by all parties to the lease.
- 3.6 Modification to prevent injury.** Allocation of water to the instream use described in Section 2.2 during the term of this lease is not reasonably expected to cause injury to other rights to use water from the same source. If injury is found after this lease is signed, the lease may be modified or terminated to prevent injury.
- 3.7 Fees.** Pursuant to ORS 536.050, the following fee is included:
- \$200 for an application with four or more landowners or four or more water rights.
 - \$100 for all other applications.

Lessor #1: _____ Date: 4/14/15

For additional Lessors, type in space for signature and date

Lessee: _____ Date: _____

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SALEM, OREGON FSD



State of Oregon
 Water Resources Department
 725 Summer Street NE, Suite A
 Salem, Oregon 97301-1266
 (503) 986-0900

Jan 2007

Additional Water Right Form Standard Application for Instream Lease

A summary of review criteria and procedures that are generally applicable to these applications is available at www.wrd.state.or.us/OWRD/PUBS/forms.shtml.

~I~ Water Right Holder and Water Right Information

Section 1.5 continued from Standard Application for Instream Lease.

Subject Water Rights. Lessor proposes to lease the water rights listed in 1.3.

The right(s) to be leased are further described as follows:

Certificate No.: 54648

Priority date: Oct 15 1974 Type of use: Supplemental Irrigation

Legal Season of Use (if not listed on the certificate): _____

Is the entire water right certificate being leased? Yes No

If no, list the acres to be leased by legal description of township, range, section, and 1/4 1/4, which will be dried up as part of this lease. Include a map (Attachment 3) showing the lands that will not receive water.

Place of use: T _____ N, R _____ W, Section _____, _____ 1/4 _____ 1/4 - _____ acres to be leased

Enter additional places of use here, using format above:

see attachment B

Page _____ (Identify page number of certificate, if certificate is greater than 10 pages.)

Number of acres, if for irrigation: 27.4

Acre-feet of storage, if applicable: _____

Rate associated with leased rights (cfs): .34

(Use additional lines if there is more than one rate associated with the water right.)

Duty associated with leased rights (AF): 68.5

(Use additional lines if there is more than one duty associated with the water right.)

Conditions or other limitations, if any: _____

~II~ Instream Water Right Information

Section 2.2 continued from Standard Application for Short-Term Instream Lease.

Instream use created by lease. The instream use to be created is described as follows:

Lucygamute River

Tributary to Willamette in the Willamette Basin.

Describe the point of diversion (POD) and any associated reach(es) of the instream use being created. If possible list the reach by river mile. If no reach is identified, and there is only one POD listed on the certificate, the lease may be processed to be protected at the POD. (If more than one POD is listed on the certificate, then the POD and any associated reach(es) must be identified):

NW SE section 20 to the mouth

Maximum volume in acre-feet: 68.5

Rate in cfs: .34

(Use the section below to indicate a more restrictive period of use than allowed by the water right.)

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Conditions to prevent injury, if any:

- None
- The instream flow will be allocated on a daily average basis up to the described rate from _____ through _____.
- Other (describe): _____

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WATER RESOURCES DEPT
SALEM, OREGON

Attachment (A)

STATE OF OREGON

COUNTY OF BENTON

CERTIFICATE OF WATER RIGHT

This Is to Certify, That RACHEL C. BERGMAN

of Wren, State of Oregon, has made proof to the satisfaction of the STATE ENGINEER of Oregon, of a right to the use of the waters of Luckiamute River a tributary of Willamette River for the purpose of irrigation of 136.4 acres

under Permit No. 21121 of the State Engineer, and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from July 23, 1951

that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.28 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NE 1/4 NE 1/4, SW 1/4 NE 1/4, and NW 1/4 SE 1/4, all as projected within Norton DLC 43, Section 20, T. 10 S., R. 6 W., W.M.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 1/2 acre feet per acre for each acre irrigated during the irrigation season of each year,

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

A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

- 2.6 acres SW 1/4 SW 1/4 Section 16
- 0.8 acre SE 1/4 SE 1/4 Section 17
- 21.6 acres NE 1/4 NE 1/4
- 9.4 acres SW 1/4 NE 1/4
- 32.5 acres SE 1/4 NE 1/4
- 8.8 ~~13.0~~ acres NE 1/4 SE 1/4
- 1.5 acres NW 1/4 SE 1/4 Section 20
- 21.3 acres NW 1/4 NW 1/4
- 18.2 acres SW 1/4 NW 1/4
- ~~15.5~~ acres NW 1/4 SW 1/4 *not leased* Section 21

all as projected within Norton DLC 43 T. 10 S., R. 6 W., W.M.

The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described.

WITNESS the signature of the State Engineer, affixed

this date. FEBRUARY 10 1961

LEWIS A. STANLEY

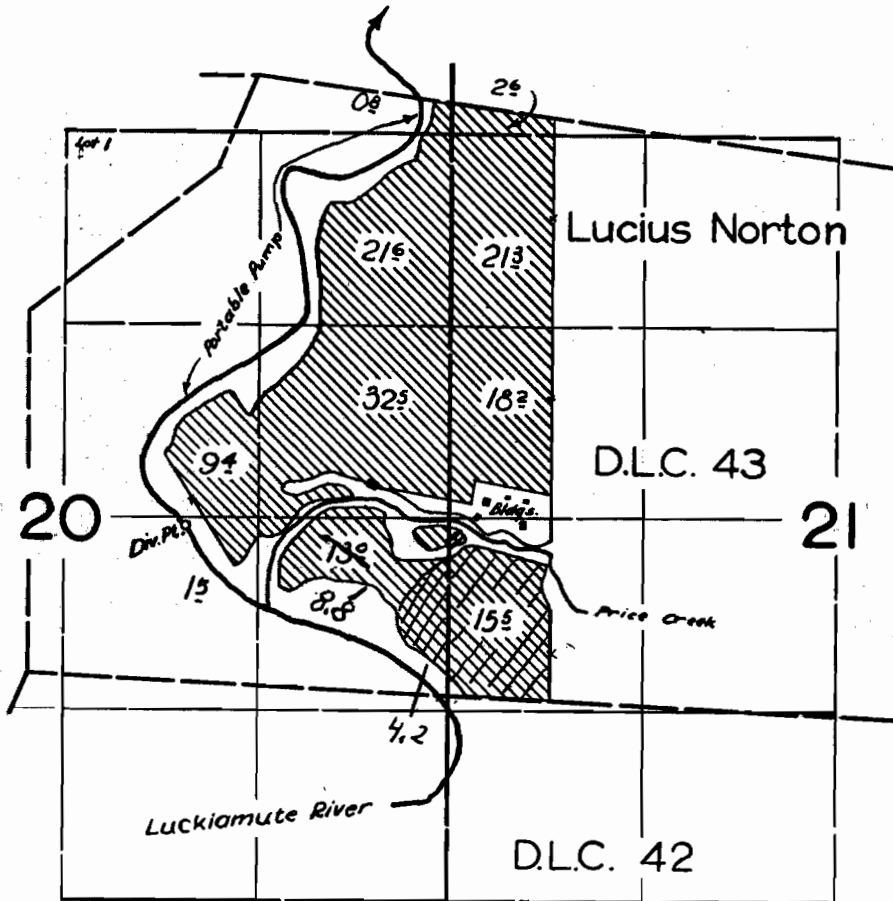
State Engineer

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T.10S.R.6W.W.M.



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FINAL PROOF SURVEY
UNDER

Application No. 26230. Permit No. 21121
IN NAME OF

M.G. & RACHEL C. MCCORMAC

Surveyed 11 March 1959, by *R.H. Jackson*

Attachment (B)

690-10-020

STATE OF OREGON
COUNTY OF BENTON

CERTIFICATE OF WATER RIGHT

This is to certify, That JACK MAHANA

of Route 2, Box 81-F, Monmouth, State of OR 97397, has made proof to the satisfaction of the Water Resources Director, of a right to the use of the waters of Luckiamute River

a tributary of Willamette River for the purpose of supplemental irrigation of 47.1 acres

under Permit No. 39639 and that said right to the use of said waters has been perfected in accordance with the laws of Oregon; that the priority of the right hereby confirmed dates from October 18, 1974 that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually beneficially used for said purposes, and shall not exceed 0.59 cubic foot per second

or its equivalent in case of rotation, measured at the point of diversion from the stream. The point of diversion is located in the NW 1/4 SE 1/4, as projected within Norton DLC 43, Section 20, T10S, R6W, WM; 2310 feet North and 1650 feet West from SE corner Section 20.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, shall be limited to one-eightieth of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2.5 acre-feet per acre for each acre irrigated during the irrigation season of each year, provided further that the right allowed herein shall be limited to any deficiency in the available supply of any prior right existing for the same land and shall not exceed the limitation allowed herein,

and shall conform to such reasonable rotation system as may be ordered by the proper state officer. A description of the place of use under the right hereby confirmed, and to which such right is appurtenant, is as follows:

9.4 acres SW 1/4 NE 1/4
8.5 acres SE 1/4 NE 1/4
8.2 ~~12.4~~ acres NE 1/4 SE 1/4
1.3 acres NW 1/4 SE 1/4
Section 20
~~15.5 acres NW 1/4 SW 1/4~~ *not less*
Section 21
as projected within Norton DLC 43
Township 10 South, Range 6 West, WM

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The right to the use of the water for the purposes aforesaid is restricted to the lands or place of use herein described and is subject to minimum flows established by the Water Resources Commission with an effective date prior to this right.

WITNESS the signature of the Water Resources Director, affixed

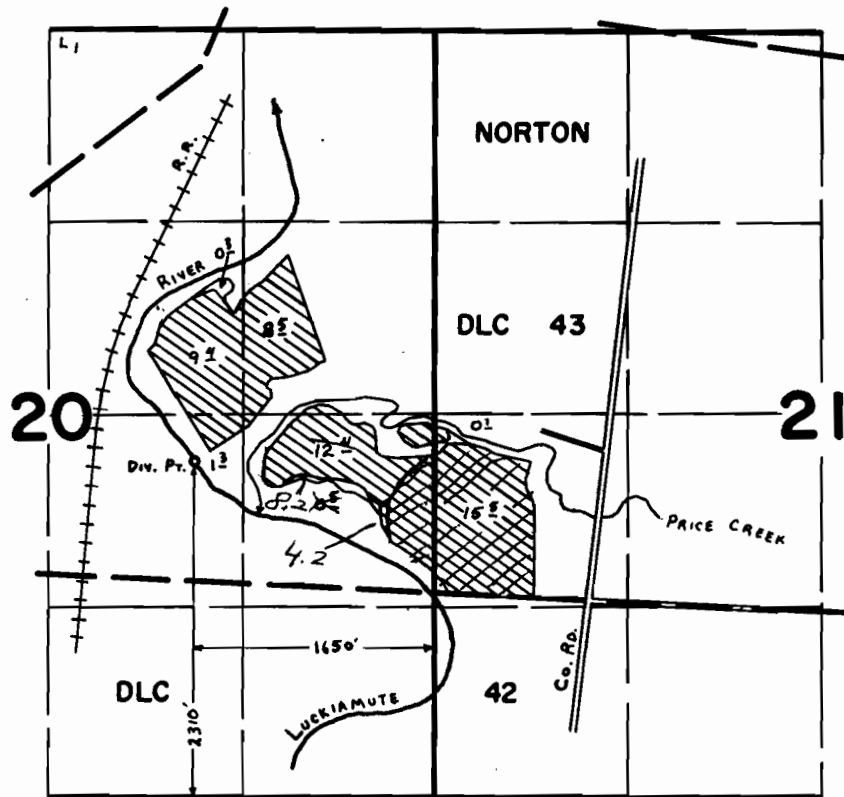
this date. July 16, 1986

/s/ William H. Young
Water Resources Director

Recorded in State Record of Water Right Certificates, Volume 50, page 54648

4958D/SB
52518

T10S. R6W. WM.



FINAL PROOF SURVEY UNDER

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WATER RESOURCES DEPT
SALEM, OREGON

Application No. 52518... Permit No. 39639...
IN NAME OF

JACK MAHANA

Surveyed Aug. 14, 1979, by C. L. HUGHES...

SECTION 20 T.10S. R.6W. W.M.
BENTON COUNTY

REV: 11-30-2006
CANCELLED:
100
200
400
700
800
900

1" = 400'

SEE MAP 10 6 17

18

17

19

20

21

20

19

18

17

16

15

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13

12

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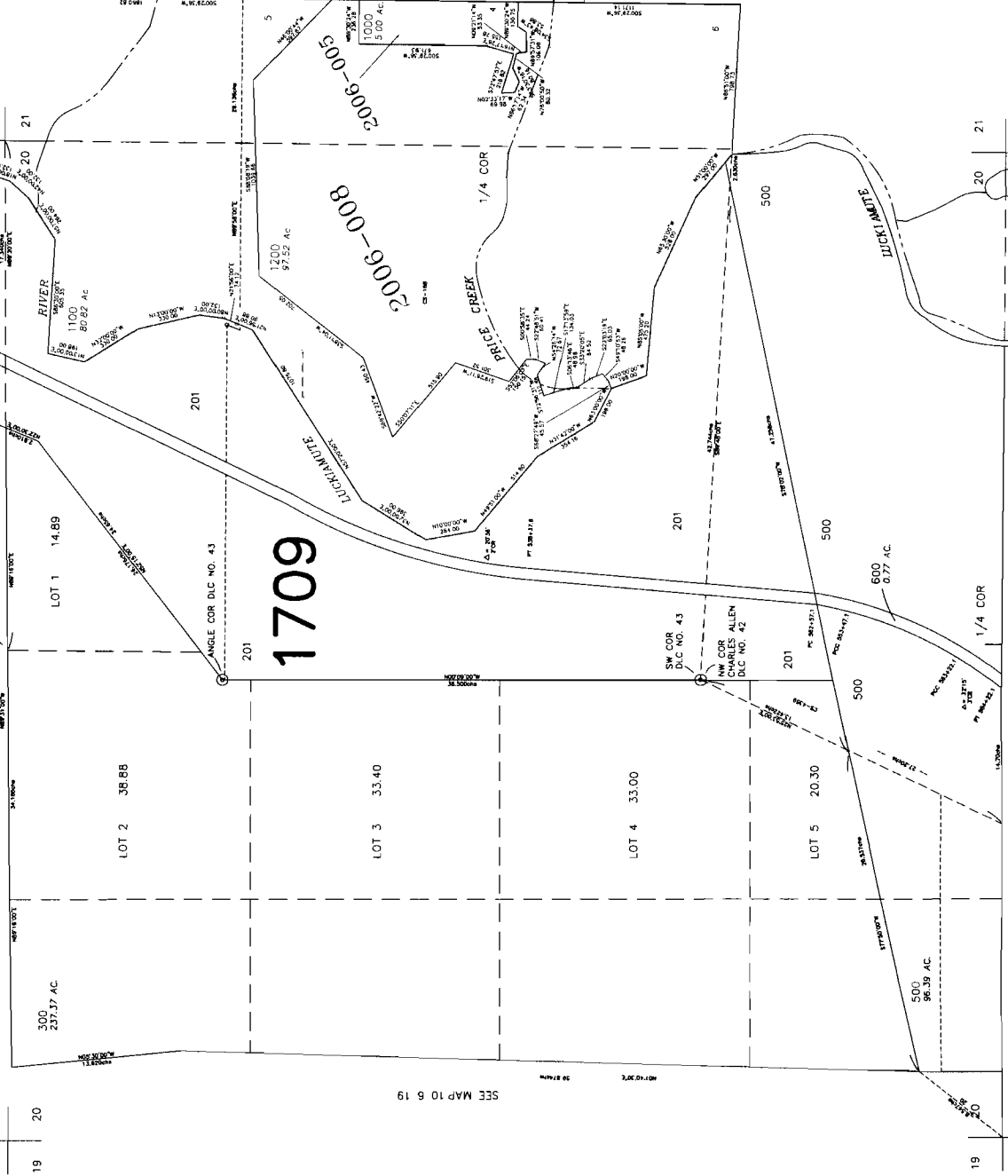
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SEE MAP 10 6 19

SEE MAP 10 6 29

19

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30

*Cliff Hill Dunes
lot # 1100
Eric Schwartz owns
lot # 1200*

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SALEM, OREGON



222 High Street SE
Salem, OR 97301
Phone: (503) 585-1881
(800) 826-6128
Fax: (503) 364-2114

March 16, 2006

Eric Schwartz
P.O. Box 1465
Philomath, OR 97370

Re: Title No: 200502300
Buyer: First American Exchange Company, LLC
Seller: Investment Property Exchange Services Inc. and Eric Schwartz
Property: 38560 Kings Valley Hwy
Address: Philomath, OR 97370

The following items are enclosed in relation to the above transaction:

Agreement

Thank you for the privilege of closing your transaction. If we can be of further assistance with your future Title, Escrow, 1031 Tax Deferred Exchange or Contract Servicing needs, please contact us. We look forward to the pleasure of serving you again.

Sincerely,

TICOR TITLE

Angie Dixon
Recorder

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WATER RESOURCES DEPT
SALEM, OREGON

AGREEMENT



I, James V. Morales, County Clerk for Benton County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

James V. Morales - County Clerk



DATE: FEB 24 2006

PARTIES: Eric Schwartz
PO Box 1465
Philomath, Oregon 97370

("Schwartz")

Clifford A. Hall and Gay L. Hall, trustees
Of the Clifford A. Hall Trust UAD March 16, 1994
38970 Kings Valley Hwy
Monmouth, Oregon 97361-9409

("Hall")

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WATER RESOURCES DEPT
SALEM, OREGON

RECITAL

Seller and Buyer have entered into various agreements regarding Hall's purchase from Schwartz certain real property with all improvements located thereon adjacent to Seller's property located at 38560 Kings Valley Hwy, Philomath, Oregon, as specified on the map attached Exhibit "A", incorporated by reference, consisting of approximately 85 acres, more or less. The total area sold will be determined by a survey describing the location of the area identified on Exhibit "A" (the "Property"). The parties also wish to define certain additional rights and obligations between the parties regarding the Property.

AGREEMENT

Therefore, in consideration of mutual covenants and promises contained herein, the parties agree as follows:

- 1. Water Rights Lease Option.** Schwartz hereby grants to Hall an option to lease Schwartz's water rights regarding the Property (the "Water Rights") for ten consecutive one year terms, for \$1 per year. The initial term shall begin February 1, 2006 and end January 30, 2007. This Option shall be exercised, if at all, by written notice (the "Exercise Notice") given by Hall to Schwartz by November 1 of each year indicating Hall's election to lease the Water Rights. If Hall does not give Schwartz the Exercise Notice by February 1, Schwartz may use the Water Rights for that year. During years that Hall leases the Water Rights, Hall shall take all necessary steps to maintain the Water Rights at their current level, including using sufficient quantities of water and paying any fees associated with the Water Rights for that term, as required

200502300
Tutor Title

by law. Hall agrees to indemnify and defend Schwartz from any loss, claim or liability to Schwartz arising out of or in any manner related to the lease of the Water Rights by Hall.

2. Right of First Refusal for Water Rights. Schwartz agrees not to sell, transfer, exchange, grant an option to purchase, lease, or otherwise dispose of the Water Rights or any part of, without first offering the Water Rights to Hall by giving Hall notice. When Hall receives the notice and a copy of any Offer received by Schwartz to transfer the Water Rights, Hall shall have the prior and preferential right to purchase the Water Rights at the same price and on the same terms and conditions as are contained in the Offer. Hall shall have 15 days from the date Hall receives the notice and a copy of the Offer to notify Schwartz whether Hall elects to purchase the Water Rights pursuant to the terms of the Offer. If Hall elects to exercise its right to purchase the Water Rights, then, in addition to giving Schwartz written notice of its election within the 15-day period, Hall also shall 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. If Hall fails to timely exercise Hall's right to purchase the Water Rights pursuant to the terms of this Agreement, then Schwartz shall be entitled to transfer the Water Rights according to the terms of the Offer to the Third-Party Offeror, and Hall right of first refusal shall be extinguished. This right of first refusal shall expire if not exercised by Hall on September 1, 2016. The right of first refusal created by this Agreement shall not apply to any sale or conveyance of the Water Rights by operation of law or by Schwartz to any trust, partnership, limited partnership, joint venture, corporation, or other entity owned in whole or in part by Schwartz.

3. Conservation Reserve Enhancement Program. Portions of the Property participate in a 15 year agreement with the Conservation Reserve Enhancement Program of the US Department of Agriculture ("CREP"). Schwartz hereby assigns the rights and obligations of the CREP contract and all CREP payments regarding the Property to Hall upon Hall's purchase of the Property. Hall agrees to perform all of Schwartz's duties and obligations regarding the CREP contract and abide by all regulations regarding CREP regarding the Property. To the extent that any CREP payment is deducted from any payment by the Oregon Watershed Enhancement Board ("OWEB"), for any conservation easement regarding the Property, Hall will pay Schwartz one-half of the amount deducted when Hall purchases the Property from Schwartz (the "Closing Date") and the remaining amount on either December 26, 2006 or January 2, 2007, at the election of Schwartz. Hall agrees to reimburse Schwartz on the Closing Date all of Schwartz's costs paid regarding the CREP contract regarding the Property. To the extent that Hall's costs of performing CREP duties exceed CREP reimbursement regarding the Property, Hall and Schwartz will each pay one-half of the excess cost. Hall agrees to use all reasonable care when using those portions of the Property participating in CREP to respect Schwartz's privacy, seclusion and serenity,

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especially with regard to the confluence of Price Creek and the Luciamute River. The parties intend and agree that the Property will maintain participation in CREP or a similar conservation program.

4. **Mowing.** Hall agrees to regularly mow and trim Hall's side of any boundary fence between the Property and any other property owned by Schwartz to keep the fence clear of vegetation.

5. **Electrical Pump Stations.** Hall and Schwartz shall share the two electrical pumping stations ("Stations") currently located on the Property along the Luciamute River. These Stations were installed at great expense by Schwartz. Both parties will take all steps necessary to maintain these Stations in their present location and condition, ordinary wear and tear excepted. No party shall remove, or allow any other party to remove, any part of the Stations. If either party becomes aware of any other party attempting or threatening to remove part or all of the Stations, the party shall immediately notify the other party. If Hall allows any party to remove part or all of the Stations, Hall shall pay the entire amount to reinstall the Stations.

6. **Entire Agreement.** This Agreement, along with the Sale Agreement and Receipt for Earnest Money, the Easement, and Option Agreement between the parties regarding the Property, sets forth the entire agreement of Hall and Schwartz with respect to the Property, and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property, all of which are merged.

7. **Attorneys Fees.** In the event of any litigation arising under this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at arbitration, trial or on appeal as adjudged by the trial or appellate court, including any issues peculiar to bankruptcy.

8. **Arbitration.** Any and all disputes regarding any aspect of this Agreement shall be determined by binding arbitration by an arbitrator mutually selected by the parties, or in the absence of an agreement, appointed by the presiding judge of Benton County, Oregon. Any arbitration shall be conducted pursuant the Oregon Uniform Trial Court Rules, with the exception that all witnesses must appear in person and the arbitration shall be binding without right of appeal. Venue for any arbitration shall be in Benton County, Oregon.

9. **Notices.** All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the parties as specified above. The foregoing addresses may be changed

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by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

10. **Binding Effect.** The terms, covenants, and conditions herein contained shall be binding on and inure to the benefit of the heirs, successors, and assigns of Hall and Schwartz.

11. **Representation/Construction.** All parties are advised to consult a lawyer before signing this agreement. Evashevski, Elliott, Cihak & Hediger, P.C., has represented Schwartz exclusively regarding this Agreement. Hall should seek independent representation prior to the execution of this Agreement. This Agreement was, by agreement, drafted by all of the parties and the subject of bona fide negotiations. No party shall be entitled to receive the benefits of any rule or doctrine construing ambiguities against the drafter because this Agreement has been drafted by each party.

IN WITNESS WHEREOF, Hall and Schwartz have hereunto fixed their hands the day and year above written.

Schwartz:

Eric Schwartz by [Signature] - h.i.s. attorney
Eric Schwartz
Dated: 2-24-2006

Hall:

Clifford A. Hall Trust UAD March 16, 1994

Clifford A. Hall, trustee
Clifford A. Hall, trustee
Dated: 2/23/06

Gay L. Hall, trustee
Gay L. Hall, trustee
Dated: 2/23/06

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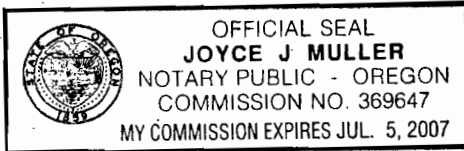
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SALEM, OREGON

STATE OF OREGON)
) ss.
County of Benton)

FEB 24 2006

Robert Kuljis as attorney in fact for
Personally appeared/Eric Schwartz, who being duly sworn, acknowledged this
instrument to be his voluntary act and deed.



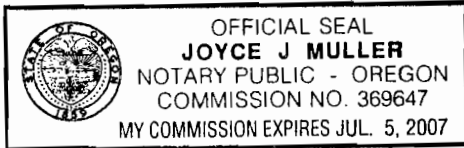
BEFORE ME:

Joyce J Muller
NOTARY PUBLIC FOR OREGON
My Commission Expires: JUL 05 2007

STATE OF OREGON)
) ss.
County of Benton)

FEB 23 2006

Personally appeared Clifford A. Hall trustee of the Clifford A. Hall Trust UAD
March 16, 1994, who being duly sworn, acknowledged this instrument to be its voluntary
act and deed.



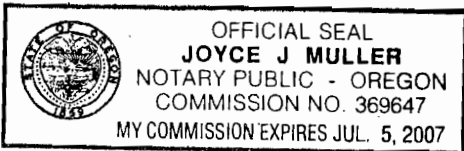
BEFORE ME:

Joyce J Muller
NOTARY PUBLIC FOR OREGON
My Commission Expires: JUL 05 2007

STATE OF OREGON)
) ss.
County of Benton)

FEB 23 2006

Personally appeared Gay L. Hall, trustee Of the Clifford A. Hall Trust UAD March 16,
1994, who being duly sworn, acknowledged this instrument to be its voluntary act and
deed.



BEFORE ME:

Joyce J Muller
NOTARY PUBLIC FOR OREGON
My Commission Expires: JUL 05 2007

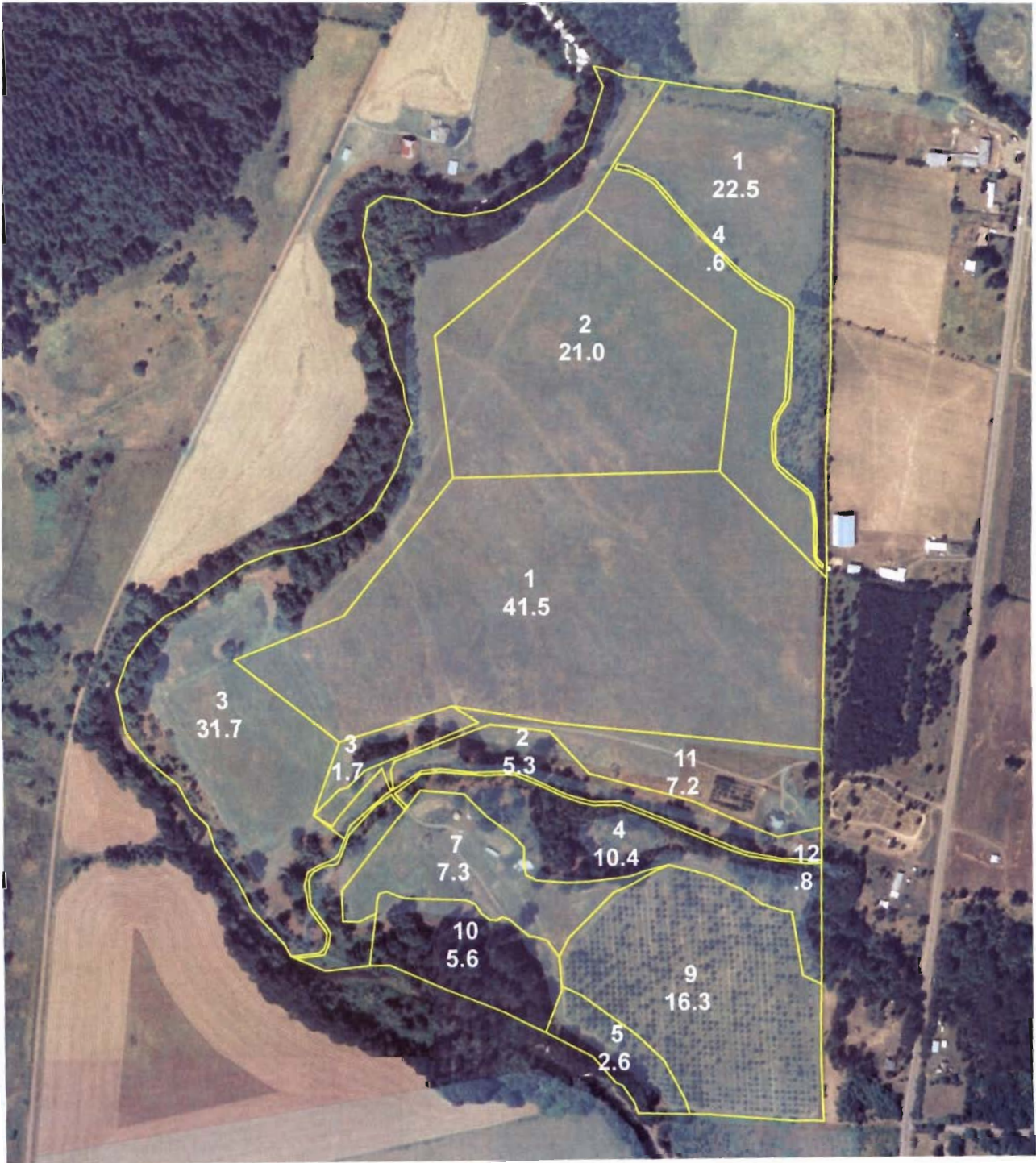
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APR 14 2009

WATER RESOURCES DEPT
SALEM, OREGON

Parcel 5, Partition Plat No. 2006-08____; a Replat of Parcel 2, Partition Plat No. 2005-36 and Parcel 3, Partition Plat No. 2006-005; in the SE 1/4 Section 17, SW 1/4 Section 16, East 1/2 Section 20, and West 1/2 Section 21, T 10 S, R 6 W, W.M., Benton County Oregon

Full Field
Total Acre Figures



**USDA / Farm Service Agency
Benton County
Tract 9123**

**Eric Schwartz
Water Rights**



Disclaimer:

* This acreage is for FSA program purposes only. No warranty is made for any other use.

April 13, 2009